WATER METER SALES AGREEMENT

THIS AGREEMENT is made and entered into this _____ (Day) day of _____(Month), _____ (Year) (the "Effective Date") by and between the City of Augusta Utilities Department, Augusta GA (the "Customer"), located at 452 Walker Street Suite 200, Augusta GA 30901, and Delta Municipal Supply Company, Inc (the "Company"), located at 408 Jesse Cronic Rd., Braselton, GA 30517.

WHEREAS, the Customer put out a request for proposal, Request for Proposal 25-174 (the "RFP"), for qualified firms to supply Water Meters (the "Project"), and the Company provided a response to the RFP attached hereto as Exhibit A;

WHEREAS, based on the Customer's review of the Proposal, the Customer desires to obtain goods from the Company in connection with the Project;

WHEREAS, the Company desires to provide such goods for the Project; and

WHEREAS, the parties have agreed to certain terms and conditions with respect to the goods provided for the Project by the Company to the Customer.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, the parties do mutually agree as follows:

1. INCORPORATION OF EXHIBITS: This Agreement, along with the attached Exhibits attached hereto and which are fully incorporated herein for all intents and purposes, constitute the Contract Documents. The Company and the Customer hereby agree that the "Contract Documents" shall include (i) this agreement, (ii) the Proposal (Exhibit A), (iii) the Pricing Table (Exhibit B), and (iv) the Georgia Environmental Finance Authority documents (Exhibit C).

In the event there is a conflict or contradiction among any of the Contract Documents, the following order of precedence shall govern:

i. This Agreement.
ii. The Pricing Table
iii. The Proposal
iv. The GEFA Provisions

2. PURCHASE AND SALE: In accordance with the Proposal, the Company shall supply to Customer, such products as identified in the Pricing Table (Exhibit B) (collectively, the "Goods"). The Proposal (Exhibit A) shall apply and govern with respect to the specific warranties for the Goods. The terms of this Agreement supersede all terms and conditions contained in any other documentation issued by either Party related to the subject matter of this Agreement and expressly exclude Customer's terms and conditions contained in any Purchase Order or other document issued by Customer or contained on Customer's website.

   Customer shall initiate all orders to the Company by issuing a purchase order in written form submitted to the Company in accordance with instructions provided by the Company. By placing a purchase order, Customer makes an offer to purchase the Goods pursuant to the terms and conditions of this Agreement, and on no other terms. Any variations made to the terms and conditions of this Agreement by Customer in any purchase order are void and have no effect.

3. COMPENSATION: The Customer will compensate the Company for the Goods at the agreed upon price as detailed in the Pricing Table Exhibit B. Invoices will be furnished upon shipment. All invoices

are due under NET 30 terms from the date of invoice and are payable to the Company by check or in such other methods as agreed upon by the Customer and the Company in writing. Parties shall attempt to resolve any payment disputes within thirty (30) calendar days after the invoice date.

3.1 The Customer shall perform its obligations under this Agreement without setoff, deduction, recoupment, or withholding of any kind for amounts owed (or to become due and owing) or payable to it by the Company, whether under this Agreement, applicable law, or otherwise, and whether relating to the Company's breach, bankruptcy, or otherwise.

3.2 *Timing of Payments.* The County shall make progress payments every 30 days as the Work proceeds, based upon estimates of work accomplished which meets the standards of quality established under the Agreement. All invoices are due and payable within 30 days of receipt thereof.

3.3 *Payment Schedule*. Before the first progress payment under this Agreement, the Company shall furnish a breakdown of the total agreement Price showing the amount included therein for each principal category of the Work, which shall substantiate the payment amount requested in order to provide a basis for determining progress payments (the "Payment Schedule"), which is attached as Exhibit "C" hereto. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the Price.

3.4 *Submitting Estimates.* The Company shall submit periodic estimates and pay applications showing the value of the Work performed during each period of the Payment Schedule. Such estimates shall be submitted not later than 30 days in advance of the date set for payment and are subject to correction and revision as required. The final payment owed the Company under this Agreement shall be paid no later than 30 days after the Work is completed.

3.5 *Defective pricing*. To the extent that the pricing provided by CONSULTANT is erroneous and defective, the parties may, by agreement, correct pricing errors to reflect the intent of the parties.

4. TERM: The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until _____ (Day) day of _____(Month), _____ (Year)

5. TERMINATION: If, through any cause, the Company shall fail to fulfill in a timely and proper manner the Company's obligations under this Agreement, the Customer shall thereupon have the right to terminate this Agreement by giving written notice to the Company of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. Termination will become effective as of the effective date in the notice from the Customer to the Company. Customer may terminate the contract in whole or in part for its convenience. In the event of early termination, Customer will pay the Company for all Goods shipped to the date specified in the notice of termination.

6. COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS: The Company shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.

7. SURVIVAL: The provisions of this Agreement that are applicable to circumstances arising after its termination or expiration shall survive such termination or expiration; this includes, but is not limited to, the Company's indemnification and defense obligations, hereunder.

8. ASSIGNMENT: Neither party hereto may assign its rights or delegate its obligations hereunder without the written consent of the other party.

9. NO WAIVER: The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce that or any other provision of this Agreement.

10. APPLICABLE LAW, VENUE, AND JURISDICTION: This Agreement shall be construed under and in accordance with the laws of the State of Georgia, with jurisdiction in the courts of the State of Georgia and venue in Richmond County regardless of where the obligations of the parties were performed. By execution of this Agreement, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Georgia in all matters relating to or arising out of this Agreement or the Work.

11. SEVERABILITY: The phrases, clauses, sentences, paragraphs or sections of these conditions are severable. If any phrase, clause, sentence, paragraph, or section of these conditions should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of these conditions.

12. CONSTRUCTION: In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, such provision shall be modified to the minimum extent necessary to make such provision valid and enforceable, and the remaining provisions shall be affected thereby to the least extent possible.

13. WARRANTY AND MUTUAL LIMITATIONS OF LIABILITY

13.1 Warranty. Company warrants that the Work will be performed, within the limits prescribed by the County as set forth in the RFP and the Proposal, and Company shall perform the services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. To the maximum extent permitted by applicable law, the warranty set forth in this paragraph is exclusive and in lieu of all other warranties, express, implied, or statutory, including but not limited to warranties of merchantability and/or fitness for a particular purpose or title. The sole liability of Company relating to the services shall be limited to re-performing at Company's expense any services performed by Company which have failed to meet the above warranty, if such failure is promptly reported to Company not later than 365 days following completion of the applicable services. The foregoing remedy shall be County's sole and exclusive remedy for any failure of Company to comply with its warranty obligations and is expressly made in substitution of any and all remedies otherwise provided.

13.2 Limitation for Indirect Damages. To the maximum extent permitted by applicable law, in no event will either party be liable to the other for consequential, exemplary, incidental, or indirect damages or costs, including without limitation, lost profits or revenues, or otherwise in connection with the Work to be performed under this Agreement, even if the other party has been advised of the possibility of such damages or cost.

13.3 Cap on Damages. Except with respect to liability for either party's gross negligence or willful misconduct, in no event will either party be liable to the other party regardless of claim or action, in an amount that exceeds the Price provided in Section 1.1 to this Agreement.

13.4 Reliance on Limitation of Liability. The parties acknowledge that Company has set its prices and entered into this Agreement in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth therein, and that the same form an essential basis of the bargain between the

parties. The parties agree that the limitation and exclusions of liability and disclaimers specified in this Agreement will survive and apply even if found to have failed of their essential purpose.

13.4 Hold harmless. Except as otherwise provided in this agreement, Company shall indemnify and hold harmless Customer, and its employees and agents from and against all liabilities, claims, suits, demands, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the performance of its Work.

13.5 Force Majeure. Neither party shall be liable for and will not be responsible to the other for any delay or failure to perform under this Agreement if such delay or failure results from any act or cause beyond the reasonable control of the affected party. If either party is unable to perform under this Agreement because of the occurrence of an event of force majeure lasting more than thirty (30) days, then the other party may terminate the affected Work upon written notice to the other party.

14. ENTIRE AGREEMENT: The Agreement, including the attached exhibits, constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement. The Company, by signing this Agreement, acknowledges the Customer is entering into this Agreement in its governmental capacity, and not a proprietary capacity.

15. AMENDMENT AND MODIFICATION. This Agreement may only be amended or modified in a writing stating specifically that it amends this Agreement and is signed by an authorized representative of each party.

16. NOTICES: All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth below. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

The Customer	The Company
Augusta Utilities Department 452 Walker Street, Suite 200 Augusta, GA 30901	Delta Municipal Supply Company 408 Jesse Cronic Rd Braselton, GA 30517 ATTN: Michael Truelove

IN WITNESS WHEREOF, the parties have executed this Agreement in on the day and year first above written.

Delta Municipal Supply Company, (the "Company")

By: _____

Name: _____

Title: _____

Date: _____

Augusta-Richmond County, GEORGIA, (the "County")

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

Proposal

(See Attached)

RFP Item # 25-174

Water Meters

For

Augusta, Georgia – Augusta Utilities Department

Opening Date: 06/18/2025 @ 11:00am

Company Name: Delta Municipal Supply Company

Delta Municipal Supply Company

408 Jesse Cronic Road

Braselton, GA 30517

770-277-0211

Micheal Truelove

mtruelove@deltamunicipal.com

COPY

Delta Municipal and Neptune's approach to meeting utility needs and improvement...

Delta Municipal and Neptune understands that every utility has distinct challenges and specific goals, and a one-size-fits-all solution is not practical. Our extensive industry expertise is backed by a successful track record, from helping thousands of utilities to ensure optimal efficiency, accuracy, functionality and return on investment. Only Neptune possesses an in-depth understanding of varied water data solutions, ensuring an informative and transparent consultative process resulting in a customized roadmap and scalable approach. Whether its attaining maximum read success rates, leveraging insightful analytics for problem-solving, improving customer service, or providing industry leading accurate water meters that can grow with your utility, Neptune has the expertise to help you accomplish your goals.

After thoroughly reviewing ***The City of Augusta's*** *("Augusta")* ***project*** goals and business drivers, Neptune is confident our solution will meet your strategic objectives, especially through collaboration with your utility team and aligning the right technology to address your network challenges related to terrain, population, resources, or low meter density in service areas.

Neptune is recognized as the market leader and innovator in the field of water meters, Automatic Meter Reading (AMR), and Advanced Metering Infrastructure (AMI) systems for water utilities. Since 1892, Neptune has been committed to addressing the evolving needs of water utilities, focusing on revenue optimization, operational efficiencies, and enhanced customer service. Our mission is to be the most valued partner for our utility customers, *(in)* assisting them in managing the world's *(most vital resource)* scarce water resources. Our story is built on customer loyalty with long-standing commitment and good stewardship. This is galvanized with proven track record of delivering successful solutions to thousands of utilities.

Neptune's longstanding relationship with Augusta Utilities has fostered a keen understanding of the City's needs and goals. The utilities best interests are acknowledged and preserved on a partnership that is seasoned with an established and stable manufacturer.

We recognize and uphold...

- The importance of being partnered with a well-established and financially stable meter manufacturer. Neptune has been in business for more than 120 years and is an industry leader in mechanical and solid-state water meter manufacturing. Neptune has sold over 60 MILLION meters in the last 20 years.
- The need to supply a water meter that works seamlessly with your Itron cellular AMI solution. Because of our experience in the industry, assurance of our support is

provided. This experience is a result of providing ongoing support for the meter needs of more than 20 Itron customers here in the state of Georgia.

- That it's essential for Augusta Utilities to have a meter with a robust heavy duty Itron cable connect wire to minimize the ability to damage the wire, which is why we will be providing this type of cable manufactured by Nicor.
- The significance of delivery lead times. Housing a large inventory of meters to meet all our customers' needs in Braselton, GA is how this challenge is met. Recently we were able to support Augusta Utilities with our industry leading lead times and supply them with 1,000's of water meters.

Neptune will make a great partnership, and we look forward to the opportunity.

3.Technical Specifications

As represented in this proposal, **there are five (5) separate categories.** – Delta Municipal is responding to all five (5) categories.

1. **5/8 x 3/4 to 2 Inch PD Meters**
2. **5/8 x 3/4 to 12 Inch Solid State Meters - Type 1 Solid State meters**
3. **5/8 x 3/4 to 12 Inch Solid State Meters - Type 2 Solid State meters**
4. **3 Inch Aluminum Fire Hydrant Meters**
5. **5/8 x 3/4 to 1.5 Inch Remote Shut Off Capable Meters**

3.1 Specifications for: 5/8 x 3/4, 1, 1.5, and 2 Inch Positive Displacement Cold Water Meters

Scope

This specification covers positive displacement cold water meters in the sizes specified, and the materials and workmanship employed in their fabrication. The registers must be permanently sealed and magnetically driven. Meters manufactured and cataloged within the continental United States for at least five years are preferred. Proposers shall identify the first year that each proposed meter was installed in the United States. Proposers shall provide three (3) references indicating the name of cities where meters have been installed during the previous five-year period and a point of contact that AUD may contact.

Meters shall conform to AWWA C700-20 in both materials and manufacture. All meters shall be new, ready for installation at delivery, and shall be delivered FOB. Meters shall be compatible with AUD's current AMI solution provided by AMI Vendor. Any meters that cannot adapt to AMI Vendor's technology will not be considered.

Proposers shall provide current literature describing in detail each meter proposed. In addition, each proposer shall supply any warranties or applicable meter exchange programs. Failure to comply will result in rejection the entire proposal.

It is the responsibility of the proposer to carefully examine and understand all aspects of the specifications and to become familiar with the requirements set forth.

Any variations from the specifications must be listed on a separate sheet attached to the proposal. This sheet will carry the heading "Exception to Proposal". Explanations or exceptions listed in a cover letter format and submitted with the proposal will not be considered acceptable.

Each proposer shall define the services to be provided as they relate to parts and services for all water meters. A representative of the successful proposer must visit AUD a minimum of four times per year to discuss parts, service, meters, and register matters.

Meters shall comply with all requirements listed in Tables 1 and 2 as well as all specifications below.

By submission of a proposal, the proposer is stating that they understand and agree to the conditions set forth and the process by which it will be accompanied.

Affidavit of Compliance

If declared the successful proposer, and affidavit of compliance shall be submitted by the manufacturer and/or vendor that the products furnished under AUD's order comply with all applicable requirements and that all of the provided information on the evaluation sheets is correct. Failure to meet any part of the specification shall be

sufficient cause for rejection of the proposal.

Casings - Complies

Casings shall comply with the following requirements:

- All meters shall have an outer case with separate, removable measuring chambers. Casings shall not be repaired in any manner. The inlet and outlet shall have a common axis.
- The size, model, and direction of flow through the meters shall be molded or cast in raised characters on the top side of all meter outer cases. Casings and bottom plates of meters shall be manufactured in accordance with AWWA C700-20. AUD strongly prefers metal casings, but will accept proposals for plastic casings that meet or exceed the requirements in AWWC C710-20; AUD reserves the ability to request a sample meter for evaluation to ensure it meets all requirements.
- Main casings, register box rings and lids, measuring chambers, pistons and discs, measuring chamber diaphragms, piston/disc spindles, thrust rollers, thrust-roller bearing plates, register gear trains, and top/bottom covers shall be made of a material identified as suitable in C700-20 4.1.2 – 4.1.8. AUD will not accept breakable (frost-protection) covers.
- Casings and bottom plates shall be capable of withstanding a hydrostatic burst pressure of 600 psi, and the housing shall be designed so that the accuracy of the meter is not affected at a working pressure of 150 psi.
- An NPT test plug port shall be available in the outlet side of 1.5 and 2 inch meters.
- Bolts shall be solid, non-breakable types. All external bolts shall be made of 300 series stainless steel, designed for easy removal after extended use. The split case design shall be connected with a minimum of four bolts.
- Main case connections 5/8 x 3/4 and 1 inch meters shall be casing spuds on both ends, having external straight threads with diameters in accordance with AWWA C700-20.
- Main case connections for 1.5 inch meters shall be threated and accept a Watts brand threated wye strainer. Main case connections for 2 inch meters shall be oval type companion flanges with dimensions in accordance with AWWA C700-20. Flange connection faces will have a "phonograph" finish.

Discs and Pistons- Complies

For nutating disc style meters, the measuring disc shall be constructed from a suitable engineering thermoplastic polymer. The disc shall be equipped with a thrust roller and a stainless steel disc spindle. The nutations shall not exceed the quantities listed in AWWA C700-20 Table 1.

For oscillating piston style meters, the piston drive or roller pin shall be made of 316 grade stainless steel and securely fastened to the piston.

External Closure Screws, Bolts, Nuts, And Washers- Complies

All external closures shall be designed for easy removal after extended use.

Installation Dimensions- Complies, Lay lengths provided in specification sheets

Proposers shall provide the following information for all proposed meters:

- Lay length of the meter
- Any straight pipe requirements before and after the meter
- Minimum recommended meter box dimensions for the proposed meter

Meter Connections- Complies

Connections for 5/8 x 3/4 and 1 inch meters shall be supplied by AUD. Connections for 1.5 and 2 inch meters will be provided by the proposer, and shall conform to the following standards:

- Main case connections for 1.5 and 2 inch meters shall be flanged.

- Flanges shall be of the elliptical type and made of cast iron or ductile iron.
- Elliptical companion flanges, gaskets, bolts, and nuts shall be provided by the proposer. Companion flanges shall be faced, drilled, and tapped in conformance with ANSI B2.1.

Registers- Complies

All registers shall be designed to permit an electronic encoder register for connection to an AMI Vendor network system and meet the requirements set forth in AWWA 707-22. AUD will only accept absolute encoder style registers with electronic displays. All registers shall be a magnetic drive type, be permanently sealed by the manufacturer, and provide readings in US Gallons. The register shall be completely encased and no portion of the reduction gearing or totalizing mechanism shall be in contact with the measured water.

Registers shall allow for easy field replacement by AUD personnel without requiring the removal of the meter from the service line or interruption of the service water supply. The displays shall read in US Gallons, shall display leading zeroes so that all digits capable of displaying are readable, shall provide alarm indicators for reverse flow, backflow, leaks, and low battery (if a battery is the primary power source). Proposer shall identify if other alarm indicators are available in addition to those required. If a low battery alarm is used, it shall alert with at least 180 days of usable life remaining if applicable. The display readout must be easily discernable within the meter pit and not dependent on sunlight, or tools for activation of screen. All reduction gearing shall be the same in each size meter to allow for easy exchange of registers while maintaining accuracy standards. The register shall be tamper protected to prevent unauthorized removal from the meter.

Registers allowing disassembly will not be accepted. Oil-filled registers and registers with terminal screw connections are not acceptable. No anti-moisture capsules or other condensation prevention devices will be accepted. The register shall not be in contact with the water being measured.

Proposer agrees to replace or exchange any register damaged by others at the price as shown on the proposal form. All local registers must be warrantied for a minimum period of 20 years from the date of shipment.

For PD meters only, there is a "Register Only" line in the Cost Proposal worksheet. AUD may purchase registers only as a repair/replace option for our existing PD meter inventory while we move to Solid State and AMI across our water system. Proposers should identify the cost of registers only on this line.

Register Boxes- Complies

The name of the manufacturer shall be permanently cast or molded on the lid or top of the register box. The lid or shroud shall be recessed and overlap the register box to protect the lens. The serial number of the register shall be imprinted on the top of the register box or lid if there is a lid, and there shall be a separate location on the top of the register box for AUD to affix a label that identifies the meter serial number in accordance with AWWA C707-22.

Required Software – No software required for programing. All meters will be programed to AUD specifications at the factory

Proposers shall identify any software or hardware that is required to "program" the meters in order to ensure full functionality. The cost of any such software or hardware shall be noted in the cost proposal document.

Manufacturing Lead Time – Current lead times are 3-5 weeks from receipt of PO

Proposers shall provide their standard lead time for manufacturing of water meters. This timeline should encompass the time from issuance of purchase order to ship date, and should be based on the average order

fulfillment time over the past 18 months.

Measuring Chambers- Complies

The measuring chambers shall be self-contained units, firmly seated, easily removable from the main case, and not a part of the main case. The chamber shall be a two-piece snap joint, made of a dimensionally stable reinforced thermoplastic secured to the main case so that reading accuracy will not be affected by any distortions of the case at an operating pressure of 150 psi. Existing chambers shall have the capability to be interchanged with new chambers in like-sized main cases and still maintain AWWA accuracy standards.

Parts – Current Discount is a x.85
As part of their proposal, proposer shall identify what percentage discount they will provide AUD from the most current published list prices for parts.

Pressure Requirements- Complies
All meters supplied under this specification shall operate without leakage or damage to any part at a standard working pressure of 150 psi.

Registration Accuracy- Complies
All meters shall meet the following requirements for accuracy at a minimum:

- At any flow rate within the normal test flow limits specified in Table 1, the meter shall register at least ±1.5% of the actual amount of water passed through the meter.
- At the minimum test flow rate specified in Table 1, the meter shall register at least ±5% of the actual amount of water passed through the meter.

Accuracy test results from the meter manufacturer shall accompany each meter. The manufacturer shall guarantee that all meters furnished will meet or exceed the provisions of the latest version of AWWA C700-20 for a period of at least one year. The proposer shall agree to work with AUD to resolve any discrepancies identified by random testing of furnished meters conducted by AUD after delivery.

Rejected Meters- Complies
The manufacturer shall repair or replace, at its option, all meters rejected for failure to comply with this specification without charge.

Strainers – No external strainers required

AUD will provide external strainers for all meters at time of installation for meters 1 inch and larger, internal strainers are not required for these meters. If external strainers are required for 5/8 x 3/4 meters, this must be noted in the proposal and accounted for in the cost of the meter in the pricing table and the proposer must identify the additional lay length required to account for the strainer.

Warranty- Complies
The manufacturer shall repair or replace without charge parts in which a defect has developed within 12 months from date of shipment upon their return to the manufacturer or upon proper proof of a defect. The warranty shall not apply if the meter has been modified by the use of replacement parts not made by the manufacturer.

The measuring chamber must be warranted to meet or exceed new meter accuracy standards of AWWA Manual M-6 for a period of 5 years, and then repaired meter accuracy standards of AWWA Manual M-6 for an additional 10 years for a total of 15 years from the date of shipment for all meters included in this specification.

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Table 1: Meter Performance Characteristics – Refer to Specification Sheets - Complies

Meter Size (Inches)	Required Safe Maximum Operating Capacity (GPM)	Maximum Pressure Loss At AWWA Safe Maximum Operating Capacity (psi)	Recommended Maximum Rate For Continuous Operations (GPM)	Minimum Test Flow (GPM)	Normal Test Flow Limits (GPM)
⅝ x ¾	20	15	10	0.25	1 – 20
1	50	15	25	0.75	3 – 50
1.5	100	15	50	1.5	5 – 100
2	160	15	80	2	8 - 160

Table 2: Maximum Indication On Initial Dial And Minimum Register Capacity - Complies

Meter Size (Inches)	Maximum Allowable Indication Of Initial Dial For Direct Read Registers (Gallons)	Maximum Allowable Indication of Initial Dial For Electronic Read Registers (Gallons)
⅝ x ¾	10	0.1
1	10	0.1
1.5	100	1
2	100	1

--- Remainder of page intentionally left blank ---

3.2 Specifications for 5/8 x 3/4, 1, 1.5, 2, 3, 4, 6, and 8 Inch Type 1 Solid State Cold Water Meters

Scope

This specification covers cold water meters in the sizes specified, and the materials and workmanship employed in their fabrication. Meters manufactured and cataloged within the continental United States for at least five years are preferred. Proposers shall identify the first year that each proposed meter was installed in the United States. Proposers shall provide three (3) references indicating the name of cities where meters have been installed during the previous five-year period and a point of contact that AUD may contact if desired. AUD will not accept proposals for compound or turbine meters under this specification.

All specifications for this section meet or exceed AWWA C715-18(R22). All meters, connectors, and couplings shall be Lead Free only, to comply with "Use of Lead Free Pipes, Fittings, Fixtures, Solder, and Flux for Drinking Water", Subpart B §§143.10 - 143.20, 42 U.S.C. 300g-6 and 300j-21. All meters shall be new, ready for installation at delivery, and shall be delivered FOB. Meters shall be compatible with AUD's current AMI solution provided by AMI Vendor. Any meters that cannot adapt to AMI Vendor's technology will not be considered.

Proposers shall provide current literature, describing in detail each meter proposed. In addition, each proposer shall supply any warranties or applicable meter exchange programs. Failure to comply can result in rejection the entire proposal.

It is the responsibility of the proposer to carefully examine and understand all aspects of the specifications and to become familiar with the requirements set forth.

Any variations from the specifications must be listed on a separate sheet attached to the proposal. This sheet will carry the heading "Exception to Proposal". Explanations or exceptions listed in a cover letter format and submitted with the proposal will not be considered acceptable.

Each proposer shall define the services to be provided as they relate to parts and services for all water meters. A representative of the successful proposer must visit AUD a minimum of four times per year to discuss parts, service, meters, and register matters.

Meters shall comply with all requirements as identified below. By submission of a proposal, the proposer is stating that they understand and agree to the conditions set forth and the process by which it will be accompanied. While AWWA C715-18(R22) provides specifications for Type 1 meters in sizes as large as 8 inches, AUD understands that not all manufacturers make Type 1 meters in all sizes encompassed by this specification. In the pricing table proposer should identify the sizes that they do not manufacture or supply and offer a Type 2 meter as an alternative as described in the introduction on page 3 and identify the exception in their Exception to Proposal document.

Affidavit of Compliance

If declared the successful proposer, and affidavit of compliance shall be submitted by the manufacturer and/or vendor that the products furnished under AUD's order comply with all applicable requirements and that all of the provided information on the evaluation sheets is correct. Failure to meet any part of the specification shall be sufficient cause for rejection of the proposal.

Casings- Complies

Casings shall comply with the following requirements:

- All meters shall have an outer case with separate, removable measuring chambers. Casings shall not be repaired in any manner. The inlet and outlet shall have a common axis.
- The size, model, and direction of flow through the meters shall be molded or cast in raised characters on the top side of all meter outer cases. Casings and bottom plates of meters shall be manufactured in accordance with AWWA C715-18(R22). AUD strongly prefers metal casings, but will accept proposals for plastic casings that meet or exceed the requirements in AWWA C710-20; AUD reserves the ability to request a sample meter for evaluation to ensure it meets all requirements.
- Main casings, register box rings and lids, measuring chambers, measuring chamber liners, reflectors, and top/bottom covers shall be made of a material identified as suitable in C715-18(R22) 4.1.2 – 4.1.5. AUD will not accept breakable (frost-protection) covers.
- Casings and bottom plates shall be capable of withstanding a hydrostatic burst pressure of 600 psi, and the housing shall be designed so that the accuracy of the meter is not affected at a working pressure of 150 psi.
- An NPT test plug port should be available in the outlet side of 1.5 and 2 inch meters.
- Bolts shall be solid, non-breakable types. All external bolts shall be made of 300 series stainless steel, designed for easy removal after extended use. The split case design shall be connected with a minimum of four bolts.
- Main case connections for meters larger than 1 inch shall be companion flanges with dimensions in accordance with AWWA C715-18(R22) and the specifications below. Flange connection faces will have a "phonograph" finish.

Case and Cover- Complies

All meters shall have outer cases which shall not be repaired in any manner. The inlet and outlet shall have a common axis and connection flanges shall be parallel to each other at right angles to the body axis. Any fasteners and/or seals shall not require the use of special tools or equipment to disassemble. The size, model, serial number, and direction of flow shall be permanently marked on the outside of the meter.

Casing Flanges- Complies

Casing flanges shall be faced and drilled. For 1.5 and 2 inch meters, oval type flanges shall be used. For meters larger than 2 inches, round typed flanges shall be used. In both cases, flanges shall comply with the standards and specifications as described in AWWA C715-18(R22).

Companion Flanges- Complies

Manufacturers must make the corresponding companion flanges, gaskets, bolts, and nuts available to purchase from AUD's vendor of choice; or provide the technical specifications to AUD for manufacturing. All components shall comply with the standards and specifications in AWWA C715-18(R22).

Connections- Complies

Main case connections 5/8 x 3/4 and 1 inch meters shall be casing spuds on both ends, having external straight threads with diameters in accordance with AWWA C715-18(R22). Meters 1.5 inches and larger shall use flanged connections.

External Fasteners- Complies

All external fasteners shall be made of a copper alloy or stainless steel in compliance with the requirements and standards listed in C715-18(R22).

Installation Dimensions- Please refer to specification sheets

Proposers shall provide the following information for all proposed meters:

- Lay length of the meter
- Any straight pipe requirements before and after the meter
- Minimum recommended meter box dimensions for the proposed meter

Manufacturing Lead Time- Current lead time 5/8" – 2" meters – 3-6 weeks, 3" – 12" - 10-14 weeks

Proposers shall provide their standard lead time for manufacturing of water meters. This timeline should encompass the time from issuance of purchase order to ship date, and should be based on the average order fulfillment time over the past 18 months.

Operating Characteristics- Complies
The operating characteristics of all meters proposed shall meet or exceed the requirements listed in Table 3.

Parts Current Discount is a x.85

As part of their proposal, proposer shall identify what percentage discount they will provide AUD from the most current published list prices for parts.

Performance- Complies

Registration accuracy over the normal operating range shall be ±1.5%. Proposers shall identify the periodic interval of flow sampling for submitted meters. Proposers shall also identify the high-flow cut off value at which the solid state meter reaches saturation and/or stops sampling flow. All meters 3 inches and larger must be certified for fire service and have the appropriate UL and FM certifications.

Power Source- Complies, the battery is not field replaceable.

An internal battery pack or external power source shall be used for the power source of all solid state meters as specified in AWWC C715-18(R22). AUD strongly prefers a battery pack solution. If a battery pack is used, it shall be sealed and shielded from the environment, and provide a visual indicator of low battery life with at least 180 days of useful life remaining from the time of initial indication. Proposers shall identify if the battery is replaceable or not in their proposal. Proposers shall identify the warranty of the battery alone if separate from the warranty for the meter, and shall identify the price of a replacement battery if the battery is replaceable.

Registers- Complies
All registers shall be permanently sealed by the manufacturer. The register shall be completely encased and in accordance with AWWA C715-18(R22).

All registers shall incorporate a flow finder or leak/low flow indicator allowing for easy visibility of leaks. All registers shall be designed to permit an electronic encoder register for connection to an AMI network system.

Proposer shall indicate if the register is replaceable or not. Replaceable registers shall allow for easy field replacement by AUD personnel without requiring the removal of the meter from the service line or interruption of service water supply. Proposers shall identify the warranty of the register alone if separate from the warranty for the meter, and shall identify the price of a replacement if the register is replaceable. The register shall be tamper protected to prevent unauthorized removal from the meter.

The displays shall read in US Gallons, shall display leading zeroes so that all digits capable of displaying are readable, and shall provide alarm indicators for reverse flow, backflow, leaks, and low battery (if a battery is the primary power source). Proposer shall identify if other alarm or alert indicators are available in addition to those required, and if those alarms or alerts can be transmitted over third party AMI networks or if they require the use of a proprietary network for full functionality.

The register should be an absolute encoder style only. Absolute encoder is defined as a register which encodes and transmits the position of the number wheels in ASCII format. Registers shall have an electronic display register in accordance with AWWA C715-18(R22). The electronic display readout must be easily discernable within the meter pit and not dependent on sunlight or tools for activation of screen. Consumption shall be displayed on the display with leading zeroes.

Registers allowing disassembly will not be accepted. Oil-filled registers and registers with terminal screw connections are not acceptable. No anti-moisture capsules or other condensation prevention devices will be accepted. The register shall not be in contact with the water being measured.

Proposer agrees to replace or exchange any register damaged by others at the price as shown on the proposal form. All local registers must be warrantied for a minimum period of 15 years from the date of shipment.

Register Box- Complies

Register boxes and lids shall be made of a suitable thermoplastic material. The name of the manufacturer, manufacturer trademark, and the meter serial number shall be located on the top of the register box cover or lid and be clearly identifiable.

Register Box Sealing- Complies

Registers shall be secured to the meter bayonets with a seal wire tamper resistant screw, tamperproof TORX™ seal screw, push pin, or other equivalent methods.

Rejected Meters- Complies

The manufacturer shall repair or replace, at its option, without charge, all meters rejected for failure to comply with this specification.

Required Software No software required for programing. All meters will be programed to AUD specifications at the factory

Proposers shall identify any software or hardware that is required to "program" the meters in order to ensurefull functionality. The cost of any such software or hardware shall be noted in the cost proposal document.

Size – Complies

The size of the meters shall be determined by the nominal size, in inches, of the opening in the inlet and outlet flanges. The overall dimensions of all meters shall be equal to or less than the requirements listed in Table 4a or 4b as appropriate.

Strainers - No external strainers required

AUD will provide external strainers for all meters at time of installation for meters 1 inch and larger, internal strainers are not required for these meters. If external strainers are required for 5/8 x 3/4 meters, this must be noted in the proposal and accounted for in the cost of the meter in the pricing table.

Type – All meters proposed in this section are Type 1
Proposer will identify for each meter size in their proposal under this specification if the meter is Type 1 or Type 2, if they do not manufacture the size in a Type 1 it shall be declared as an exception. AUD will only accept Type 1 meters for meters less than 2 inches.

Workmanship, Materials, and Warranty - Complies
The manufacturer shall repair or replace, without charge, those parts in which a defect has developed within 12 months from the date of shipment upon their return to the manufacturer or upon proper proof of a defect. The warranty shall not apply if the meter has been modified by the use of replacement parts not made by the manufacturer.

The manufacturer or vendor must include a manufacturer's warranty sheet of national publication. The warranty must include all parts being submitted for the proposal. Meter and register warranties shall be specified in years.

Table 3: Minimum Operating Characteristics For Type 1 Solid State Meters

Meter Size (Inches)	*Safe Maximum Operating Capacity (psi)*	*Maximum Allowable Head Loss at Safe Maximum Operating Capacity (psi)*	*Normal Test Flow Limits (gpm)*	*Minimum Test Flow Rates (gpm)*
⅝ x ¾	*30*	*10*	*0.5 – 30*	*0.15*
1	*50*	*10*	*0.75 – 50*	*0.3*
1.5	*100*	*10*	*2.0 – 100*	*0.6*
2	*160*	*10*	*2.5 – 160*	*1*
3	*350*	*8*	*7.5 – 350*	*2.5*
4	*600*	*8*	*10 – 600*	*3.5*
6	*1350*	*8*	*20 – 1350*	*9*
8	*1600*	*8*	*40 – 1600*	*18*

Table 4a: Dimension Limits for Meters With Threaded Ends

Meter Size (Inches)	Laying Length (Inches)	Nominal Thread Size (Inches)	Length (Inches)	Nominal NPT Thread Size (Inches)
⅝ x ¾	*7 ½*	*1*	*2 ½*	*¾*
1	*10 ¾*	*1 ¼*	*2 ⅝*	*1*
1.5 (Internal NPT)	*12 ⅝*	*1 ½*	*---*	*---*
1.5 (External NPSM)	*12 ⅝*	*2*	*2 ⅝*	*1 ½*
2 (Internal NPT)	*15 ¼*	*2*	*---*	*---*
2 (External NPSM)	*15 ¼*	*2 ½*	*3*	*2*

Table 4b: Dimension Limits for Flanged Meters

Meter Size (Inches)	Length (Inches)	Width (Inches)	Height (Inches)	Centerline of Outlets to Base (Inches)
1 ½	13	9	17	6 ½
2	17	9 ½	20	8 ½
3	24	14	28	13 ½
4	29	15 ½	28	14
6	36 ½	21	31	15 ½
8	43 ¾	27 ½	31	16
10	60	29	35	20 ½
12	68	31	42	21

3.3 Specifications for 2, 3, 4, 6, 8, 10, and 12 Inch Type 2 Solid State Cold Water Meters

Scope

This specification covers cold water meters in the sizes specified, and the materials and workmanship employed in their fabrication. Meters manufactured and cataloged within the continental United States for at least five years are preferred. Proposers shall identify the first year that each proposed meter was installed in the United States. Proposers shall provide three (3) references indicating the name of cities where meters have been installed during the previous five-year period and a point of contact that AUD may contact if desired. AUD will not accept proposals for compound or turbine meters under this specification.

All specifications for this section meet or exceed AWWA C715-18(R22). All meters, connectors, and couplings shall be Lead Free only, to comply with "Use of Lead Free Pipes, Fittings, Fixtures, Solder, and Flux for Drinking Water", Subpart B §§143.10 - 143.20, 42 U.S.C. 300g-6 and 300j-21. All meters shall be new, ready for installation at delivery, and shall be delivered FOB. Meters shall be compatible with AUD's current AMI solution provided by AMI Vendor. Any meters that cannot adapt to AMI Vendor's technology will not be considered.

Proposers shall provide current literature, describing in detail each meter proposed. In addition, each proposer shall supply any warranties or applicable meter exchange programs. Failure to comply can result in rejection the entire proposal.

It is the responsibility of the proposer to carefully examine and understand all aspects of the specifications and to become familiar with the requirements set forth.

Any variations from the specifications must be listed on a separate sheet attached to the proposal. This sheet will carry the heading "Exception to Proposal". Explanations or exceptions listed in a cover letter format and submitted with the proposal will not be considered acceptable.

Each proposer shall define the services to be provided as they relate to parts and services for all water meters. A representative of the successful proposer must visit AUD a minimum of four times per year to discuss parts, service, meters, and register matters.

Meters shall comply with all requirements as identified below. By submission of a proposal, the proposer is stating that they understand and agree to the conditions set forth and the process by which it will be accompanied. While AWWA C715-18(R22) provides specifications for Type 1 meters in sizes as large as 8 inches, AUD understands that not all manufacturers make Type 1 meters in all sizes encompassed by this specification. In the pricing table proposer should identify the sizes that they do not manufacture or supply and offer a Type 2 meter as an alternative as described in the introduction on page 3 and identify the exception in their Exception to Proposal document.

Affidavit of Compliance

If declared the successful proposer, and affidavit of compliance shall be submitted by the manufacturer and/or vendor that the products furnished under AUD's order comply with all applicable requirements and that all of the provided information on the evaluation sheets is correct. Failure to meet any part of the specification shall be sufficient cause for rejection of the proposal.

Casings - Complies

Casings shall comply with the following requirements:

- All meters shall have an outer case with separate, removable measuring chambers. Casings shall not be repaired in any manner. The inlet and outlet shall have a common axis.
- The size, model, and direction of flow through the meters shall be molded or cast in raised characters on the top side of all meter outer cases. Casings and bottom plates of meters shall be manufactured in accordance with AWWA C715-18(R22). AUD strongly prefers metal casings, but will accept proposals for plastic casings that meet or exceed the requirements in AWWA C710-20; AUD reserves the ability to request a sample meter for evaluation to ensure it meets all requirements.
- Main casings, register box rings and lids, measuring chambers, measuring chamber liners, reflectors, and top/bottom covers shall be made of a material identified as suitable in C715-18(R22) 4.1.2 – 4.1.5. AUD will not accept breakable (frost-protection) covers.
- Casings and bottom plates shall be capable of withstanding a hydrostatic burst pressure of 600 psi, and the housing shall be designed so that the accuracy of the meter is not affected at a working pressure of 150 psi.
- An NPT test plug port should be available in the outlet side of 1.5 and 2 inch meters.
- Bolts shall be solid, non-breakable types. All external bolts shall be made of 300 series stainless steel, designed for easy removal after extended use. The split case design shall be connected with a minimum of four bolts.
- Main case connections for meters larger than 1 inch shall be companion flanges with dimensions in accordance with AWWA C715-18(R22) and the specifications below. Flange connection faces will have a "phonograph" finish.

Case and Cover - Complies
All meters shall have outer cases which shall not be repaired in any manner. The inlet and outlet shall have a common axis and connection flanges shall be parallel to each other at right angles to the body axis. Any fasteners and/or seals shall not require the use of special tools or equipment to disassemble. The size, model, serial number, and direction of flow shall be permanently marked on the outside of the meter.

Casing Flanges - Complies
Casing flanges shall be faced and drilled. For 1.5 and 2 inch meters, oval type flanges shall be used. For meters larger than 2 inches, round typed flanges shall be used. In both cases, flanges shall comply with the standards and specifications as described in AWWA C715-18(R22).

Companion Flanges - Complies
Manufacturers must make the corresponding companion flanges, gaskets, bolts, and nuts available to purchase from AUD's vendor of choice; or provide the technical specifications to AUD for manufacturing. All components shall comply with the standards and specifications in AWWA C715-18(R22).

Connections - Complies
All meters in this category shall use flanged connections.

External Fasteners - Complies
All external fasteners shall be made of a copper alloy or stainless steel in compliance with the requirements and standards listed in C715-18(R22).

Installation Dimensions - Complies
Proposers shall provide the following information for all proposed meters:

- Lay length of the meter
- Any straight pipe requirements before and after the meter

- Minimum recommended meter box dimensions for the proposed meter

Manufacturing Lead Time Current lead time 3" – 12" - 10-14 weeks
Proposers shall provide their standard lead time for manufacturing of water meters. This timeline should encompass the time from issuance of purchase order to ship date, and should be based on the average order fulfillment time over the past 18 months.

Operating Characteristics - Complies
The operating characteristics of all meters proposed shall meet or exceed the requirements listed in Table 5.

Parts Current Discount is a x.85
As part of their proposal, proposer shall identify what percentage discount they will provide AUD from the most current published list prices for parts.

Performance - Complies
Registration accuracy over the normal operating range shall be ±1.5%. Proposers shall identify the periodic interval of flow sampling for submitted meters. Proposers shall also identify the high-flow cut off value at which the solid state meter reaches saturation and/or stops sampling flow. All meters 3 inches and larger must be certified for fire service and have the appropriate UL and FM certifications.

Power Source Complies, the battery is not field replaceable.
An internal battery pack or external power source shall be used for the power source of all solid state meters as specified in AWWC C715-18(R22). AUD strongly prefers a battery pack solution. If a battery pack is used, it shall be sealed and shielded from the environment, and provide a visual indicator of low battery life with at least 180 days of useful life remaining from the time of initial indication. Proposers shall identify if the battery is replaceable or not in their proposal. Proposers shall identify the warranty of the battery alone if separate from the warranty for the meter, and shall identify the price of a replacement battery if the battery is replaceable.

Registers - Complies
All registers shall be permanently sealed by the manufacturer. The register shall be completely encased and in accordance with AWWA C715-18(R22).

All registers shall incorporate a flow finder or leak/low flow indicator allowing for easy visibility of leaks. All registers shall be designed to permit an electronic encoder register for connection to an AMI network system. Proposer shall indicate if the register is replaceable or not. Replaceable registers shall allow for easy field replacement by AUD personnel without requiring the removal of the meter from the service line or interruption of service water supply. Proposers shall identify the warranty of the register alone if separate from the warranty for the meter, and shall identify the price of a replacement if the register is replaceable. The register shall be tamper protected to prevent unauthorized removal from the meter.

The displays shall read in US Gallons, shall display leading zeroes so that all digits capable of displaying are readable, and shall provide alarm indicators for reverse flow, backflow, leaks, and low battery (if a battery is the primary power source). Proposer shall identify if other alarm or alert indicators are available in addition to those required, and if those alarms or alerts can be transmitted over third party AMI networks or if they require the use of a proprietary network for full functionality.

The register should be an absolute encoder style only. Absolute encoder is defined as a register which encodes and transmits the position of the number wheels in ASCII format. Registers shall have an electronic display register

in accordance with AWWA C715-18(R22). The electronic display readout must be easily discernable within the meter pit and not dependent on sunlight or tools for activation of screen. Consumption shall be displayed on the display with leading zeroes.

Registers allowing disassembly will not be accepted. Oil-filled registers and registers with terminal screw connections are not acceptable. No anti-moisture capsules or other condensation prevention devices will be accepted. The register shall not be in contact with the water being measured.

Proposer agrees to replace or exchange any register damaged by others at the price as shown on the proposal form. All local registers must be warrantied for a minimum period of 15 years from the date of shipment.

Register Box - Complies
Register boxes and lids shall be made of a suitable thermoplastic material. The name of the manufacturer, manufacturer trademark, and the meter serial number shall be located on the top of the register box cover or lid and be clearly identifiable.

Register Box Sealing - Complies
Registers shall be secured to the meter bayonets with a seal wire tamper resistant screw, tamperproof TORX™ seal screw, push pin, or other equivalent methods.

Rejected Meters - Complies
The manufacturer shall repair or replace, at its option, without charge, all meters rejected for failure to comply with this specification.

Required Software No software required for programing. All meters will be programed to AUD specifications at the factory
Proposers shall identify any software or hardware that is required to "program" the meters in order to ensure full functionality. The cost of any such software or hardware shall be noted in the cost proposal document.

Size - Complies
The size of the meters shall be determined by the nominal size, in inches, of the opening in the inlet and outlet flanges. The overall dimensions of all meters shall be equal to or less than the requirements listed in Table 6a or 6b as appropriate.

Strainers – External strainers are not required.
AUD will provide external strainers for all meters at time of installation for meters 1 inch and larger, internal strainers are not required for these meters. If external strainers are required for 5/8 x 3/4 meters, this must be noted in the proposal and accounted for in the cost of the meter in the pricing table.

Type – Meters 5/8" – 8" are quoted as Type 1 meters while 10" – 12" are quoted as Type 2 meters.
Proposer will identify for each meter size in their proposal under this specification if the meter is Type 1 or Type 2, if they do not manufacture the size in a Type 2 it shall be declared as an exception.

Workmanship, Materials, and Warranty - Complies
The manufacturer shall repair or replace, without charge, those parts in which a defect has developed within 12 months from the date of shipment upon their return to the manufacturer or upon proper proof of a defect. The warranty shall not apply if the meter has been modified by the use of replacement parts not made by the manufacturer.

The manufacturer or vendor must include a manufacturer's warranty sheet of national publication. The warranty must include all parts being submitted for the proposal. Meter and register warranties shall be specified in years.

Table 5: Minimum Operating Characteristics For Type 2 Solid State Meters

Meter Size (Inches)	*Safe Maximum Operating Capacity (psi)*	*Maximum Allowable Head Loss at Safe Maximum Operating Capacity (psi)*	*Normal Test Flow Limits (gpm)*	*Minimum Test Flow Rates (gpm)*
2	*220*	*7*	*6 – 220*	*2*
3	*500*	*7*	*15 – 500*	*4*
4	*880*	*7*	*25 – 880*	*7.5*
6	*1400*	*7*	*55 – 1400*	*15*
8	*2800*	*7*	*100 – 2800*	*30*
10	*4500*	*7*	*150 – 4500*	*50*
12	*5500*	*7*	*210 – 5500*	*65*

Table 6a: Dimension Limits for Meters With Threaded Ends

Meter Size (Inches)	Laying Length (Inches)	Nominal Thread Size (Inches)	Length (Inches)	Nominal NPT Thread Size (Inches)
⅝ x ¾	*7 ½*	*1*	*2 ½*	*¾*
1	*10 ¾*	*1 ¼*	*2 ⅝*	*1*
1.5 (Internal NPT)	*12 ⅝*	*1 ½*	*---*	*---*
1.5 (External NPSM)	*12 ⅝*	*2*	*2 ⅝*	*1 ½*
2 (Internal NPT)	*15 ¼*	*2*	*---*	*---*
2 (External NPSM)	*15 ¼*	*2 ½*	*3*	*2*

Table 6b: Dimension Limits for Flanged Meters

Meter Size (Inches)	Length (Inches)	Width (Inches)	Height (Inches)	Centerline of Outlets to Base (Inches)
1 ½	*13*	*9*	*17*	*6 ½*
2	*17*	*9 ½*	*20*	*8 ½*
3	*24*	*14*	*28*	*13 ½*
4	*29*	*15 ½*	*28*	*14*
6	*36 ½*	*21*	*31*	*15 ½*
8	*43 ¾*	*27 ½*	*31*	*16*
10	*60*	*29*	*35*	*20 ½*
12	*68*	*31*	*42*	*21*

3.4 Specifications for 3 Inch Fire Hydrant Meters

Scope

This specification covers 3 Inch Fire Hydrant meters and the materials and workmanship employed in their fabrication. Meters manufactured and cataloged within the continental United States for at least five years are preferred. Proposers shall identify the first year that each proposed meter was installed in the United States. Proposers shall provide three (3) references indicating the name of cities where meters have been installed during the previous five-year period and a point of contact that AUD may contact if desired.

All specifications for this section meet or exceed AWWA C701-19. All meters, connectors, and couplings shall be Lead Free only, to comply with "Use of Lead Free Pipes, Fittings, Fixtures, Solder, and Flux for Drinking Water", Subpart B §§143.10 - 143.20, 42 U.S.C. 300g-6 and 300j-21. All meters shall be new, ready for installation at delivery, and shall be delivered FOB. Meters shall be compatible with AUD's current AMI network manufactured by AMI Vendor. Any meters that cannot adapt to AMI Vendor's technology will not be considered.

Proposers shall provide current literature, describing in detail each meter proposed. In addition, each proposer shall supply any warranties or applicable meter exchange programs. Failure to comply can result in rejection the entire proposal.

It is the responsibility of the proposer to carefully examine and understand all aspects of the specifications and to become familiar with the requirements set forth.

Any variations from the specifications must be listed on a separate sheet attached to the proposal. This sheet will carry the heading "Exception to Proposal". Explanations or exceptions listed in a cover letter format and submitted with the proposal will not be considered acceptable.

Each proposer shall define the services to be provided as they relate to parts and services for all water meters. A representative of the successful proposer must visit AUD a minimum of four times per year to discuss parts, service, meters, and register matters.

Meters shall comply with all requirements as identified below. By submission of a proposal, the proposer is stating that they understand and agree to the conditions set forth and the process by which it will be accompanied.

Affidavit of Compliance

If declared the successful proposer, and affidavit of compliance shall be submitted by the manufacturer and/or vendor that the products furnished under AUD's order comply with all applicable requirements and that all of the provided information on the evaluation sheets is correct. Failure to meet any part of the specification shall be sufficient cause for rejection of the proposal.

Casings -Complies

Casings shall comply with the following requirements:

- At a minimum the meter bottom case shall be made of a coated aluminum to ensure a lightweight portable solution.
- Meters shall have an outer case with a separate, removable measuring chamber or cage in which the turbine operates. Castings shall not be repaired in any manner. The inlet and outlet shall have a common axis. Connection flanges shall be parallel.
- The size, model, and direction of flow through the meters shall be molded or cast in raised characters on

the top side of all outer cases. Casings and bottom plates of meters shall be manufactured in accordance with AWWA C701-19. AUD reserves the ability to request a sample meter for evaluation to ensure it meets all requirements.

- Main casings, register box rings and lids, measuring cages or chambers, measuring turbines, turbine spindles, and gear trains shall be made of a material identified as suitable in C701-19. AUD will not accept breakable (frost-protection) covers.
- Casings and bottom plates shall be capable of withstanding a hydrostatic burst pressure of 600 psi, and the housing shall be designed so that the accuracy of the meter is not affected at a working pressure of 150 psi.
- External fasteners shall be made of a suitable material as defined in C701-19.
- Main case flanges shall be in accordance with AWWA C701-19. Flange connection faces will have a "phonograph" finish.

Class -Complies

All meters in this specification shall be Class 2 meters and meet the associated requirements in AWWA C701-19. All meters shall be clearly marked as such on the external surface of the meter.

Manufacturing Lead Time – Current lead times 8-10 weeks. We typically keep 10 in-stock at our Braselton, GA Location

Proposers shall provide their standard lead time for manufacturing of water meters. This timeline should encompass from issuance of purchase order to ship date, and should be based on the average order fulfillment time over the past 18 months.

Operating Characteristics -Complies
Meters shall, at a minimum, meet the requirements identified in Table 5.

Parts Current Discount is a x.85

As part of their proposal, proposer shall identify what percentage discount they will provide AUD from the most current published list prices for parts.

Performance-Complies

Registration accuracy over the normal operating range shall be ±1.5%. All meters must also be certified for fire service and have the appropriate UL and FM certifications.

Registers-Complies

Registers shall be straight-reading and permanently sealed by the manufacturer. All registers should read in U.S. Gallons. All registers shall be encoder type registers. The register mechanism shall not be in contact with the water that is being measured. Either mechanical or electronic display-type registers will be accepted. In either case the register displays shall comply AWWA C701-19 4.3.5.1 – 4.3.5.2.10 as appropriate.

Register Boxes-Complies

The lid shall provide protection for the lens, and the lens shall be secured firmly in place. All register boxes must allow for encoder type registers in accordance with AWWS C707 as AUD requires all meters and registers to be compatible with our AMI network. Register boxes shall provide tamper-resistant features for all associated hardware as needed. The name of the manufacturer and a serial number shall be permanently marked on the lid of the register box.

Strainers-Complies

AUD will provide external strainers for all fire hydrant meters; no internal strainers are required.

Table 5: Minimum Operating Characteristics For 3 Inch Fire Hydrant Meters

Normal Operating Range (gpm)	***5 – 400***
Continuous Operating Range (gpm)	***500 maximum***
Low Flow (gpm)	***4***
Weight (lbs.)	***No more than 32***
Maximum Working Pressure	***150***
Maximum Intermittent Flow	***525***
Maximum Temperature	***120***

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3.5 Specifications for 5/8 x 3/4, 1, and 1.5 Inch Remote Shutoff Water Meters

Scope – Neptune RSV meets all specifications listed in Category 2, Type 1 Solis State Meters.
This specification covers remote operation cold water meters in the specified sizes. AUD is interested in purchasing a limited number of Solid State remote operation meters for certain use cases. AUD will accept either internal or external valves. If an external valve is used proposer must identify the additional length required so that AUD can identify possible meter box fitment issues. This is a subcategory of the meters described in category 2, as such detailed specifications for this subcategory are not provided. Rather any meter submitted under this category must meet all specifications as listed in Category 2, Type 1 Solid State Meters.

Affidavit of Compliance
If declared the successful proposer, and affidavit of compliance shall be submitted by the manufacturer and/or vendor that the products furnished under AUD's order comply with all applicable requirements and that all of the provided information on the evaluation sheets is correct. Failure to meet any part of the specification shall be sufficient cause for rejection of the proposal.

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Exceptions

- Neptune does not offer an 1.5" Remote-Shutoff-Valve.

DELTA
MUNICIPAL SUPPLY

References:

Organization Name	Forsyth County Water
Contact (name,title,phone,email)	Flynn Vaughn – Meter Services Manager 770-781-2160; 2569 fvaughn@forsythco.com
Contact Address	514 W Maple Street Suite 804 Cumming, GA 30040
No. Services Installed	12K- T-10 R900i- LoRAWAN meters installed- plus 56K Mach 10)R900i – LoRAWAN meters installed
Neptune Products/Solution/solution	Mach 10/T-10® R900i™, NaaS, Senet, Neptune® 360™
Billing/CIS	Cogsdale
Project Duration	2 Years
Project Start/End Date	August 2022 – June 2024
Project Description (Overview)	Customer migrated from AMR to LoRAWAN AMI with a turnkey project. The project was completed as of June 2024.

Organization Name	Brunswick Glynn Co JWSC
Contact (name,title,phone,email)	LaDonnah Roberts – Deputy Director (912) 230-2724 lroberts@bgjwsc.org
Contact Address	1703 Gloucester St. Brunswick, GA 31520
No. Services Installed	30,631 R900i- LoRAWAN meters installed
Neptune Products/Solution/solution	ProCoder T-10® R900i™, NaaS, Senet, Neptune® 360™

DELTA
MUNICIPAL SUPPLY

Billing/CIS	Harris
Project Duration	3 Years
Project Start/End Date	September 2020 – December 2023
Project Description (Overview)	Customer migrated from AMR to LoRAWAN AMI with a turnkey project. The project was completed as of December 2023.

Organization Name	Athens Clarke County
Contact (name,title,phone,email)	Tony Busbin – Meter Management Director (706) 613-3479 Charles.busbin@accgov.com
Contact Address	1025 Alexander Street Athens, GA 30601
No. Services Installed	36,175 Neptune AMI meters installed, 5,000 R900 Cell meters installed
Neptune Products/Solution/solution	ProCoder Neptune AMI, R900 Cell Neptune® 360™
Billing/CIS	HTE
Project Duration	Ongoing
Project Start/End Date	June 2023 - Ongoing
Project Description (Overview)	Customer migrated from manual read to the Neptune AMI system in 2013. The utility is currently migrating to the R900 Cell solution through their own changeout program.

408 Jesse Cronic Road Braselton, GA 30517

Phone: 770-277-0211 | Fax: 770-277-2412 | Toll Free: 1-800-273-0574 | E-mail: info@deltamunicipal.com

www.deltamunicipal.com

DELTA
MUNICIPAL SUPPLY

Organization Name	**City of Cumming**
Contact (name,title,phone,email)	Phil Harris – Water Superintendent (404) 597-3618 philharris@cummingutilities.com
Contact Address	1835 Dahlonega Hwy. Cumming, GA 30040
No. Services Installed	19K- E-Coder)R900i LoRAWAN meters installed, 4700 meters left to be installed
Neptune Products/Solution/solution	E-Coder)R900i LoRAWAN meters, Senet, Neptune® 360™
Billing/CIS	Tyler
Project Duration	3 Years
Project Start/End Date	June 2022 – December 2025
Project Description (Overview)	Customer migrated from AMR to LoRAWAN AMI with a utility change out program. The project is expected to be completed as of December 2025.

Organization Name	Macon Water Authority
Contact (name,title,phone,email)	Felicia Parks
Contact Address	790 Second St. Macon, GA 31202
No. Services Installed	
Neptune Products/Solution/solution	ProCoder Neptune AMI, R900 Cell Neptune® 360™
Billing/CIS	Cayenta
Project Duration	2 years
Project Start/End Date	2022-2024

DELTA
MUNICIPAL SUPPLY

Project Description (Overview)	Customer migrating from AMR to AMI

Organization Name	City of Raleigh
Contact (name,title,phone,email)	Philip Joyner 919-996-2398 Philip.joyner@ralieghnc.gov
Contact Address	1 Exchange Plaza #620 Raleigh, NC 27601
No. Services Installed	201,000
Neptune Products/Solution/solution	T-10/Mach 10 C&I R900
Billing/CIS	
Project Duration	AMR Complete – AMI upgrade and Pilot ongoing
Project Start/End Date	
Project Description (Overview)	

Organization Name	Charleston Water System
Contact (name,title,phone,email)	Anthony Martino Meter Manager MartinoAJ@charlestoncpw.com 843-308-8285
Contact Address	103 St. Philip St Charleston, SC 29403
No. Services Installed	125,000
Neptune Products/Solution/solution	T-10/Mach 10 C&I R900 Cellular

DELTA
MUNICIPAL SUPPLY

Billing/CIS	Moving to Cayenta
Project Duration	AMR Complete in 2021
Project Start/End Date	AMI 2024-2027
Project Description (Overview)	Meter Change-out from R900 AMR to Cellular AMI

Organization Name	Columbus WW
Contact (name,title,phone,email)	Gerald Hall Water Accountability Manager ghalljr@cwwga.gov (706) 464-4764
Contact Address	Columbus Water Works 1335 Alexander St. Columbus GA 31907
No. Services Installed	65,000
Neptune Products/Solution/solution	T-10/Mach 10 C&I R900
Billing/CIS	Harris
Project Duration	Complete
Project Start/End Date	200-2020
Project Description (Overview)	Changing out 10% a year

Organization Name	City of Atlanta
Contact (name,title,phone,email)	Denita Burton Watershed Manager of Field Operations and Strategy dburton@atlantaGA.gov (404) 798-8103

DELTA
MUNICIPAL SUPPLY

Contact Address	Atlanta Department of Watershed Management 651 14th Street NW Atlanta, GA 30318
No. Services Installed	200,000
Neptune Products/Solution/solution	Neptune T-10 AMR w/ AMI Pilot
Billing/CIS	Enquesta
Project Duration	AMR Complete – AMI upgrade ongoing
Project Start/End Date	Ongoing
Project Description (Overview)	

Organization Name	Grand Strand Water & Sewer
Contact (name,title,phone,email)	Brent Thomas Water Manager 843-333-8955 BrentThomas@gswsa.com
Contact Address	166 Jackson Bluff Rd, Conway, SC 29526
No. Services Installed	90,000
Neptune Products/Solution/solution	Neptune T-10 w/ Itron wires
Billing/CIS	
Project Duration	Ongoing
Project Start/End Date	Ongoing installing 600-900 meter a month
Project Description (Overview)	Neptune meter using iTron system

DELTA
MUNICIPAL SUPPLY

Account Name	Account Contact	Phone	Utility Billing System	# of Services	System Type
Arnoldsville, Crawford, Lexington	Adam Boswell	706-338-2393	Black Mountain	550	AMR
Atlanta, City of	Wole Ralph	678-651-3989	EnQuesta	180,000	AMR
Athens-Clarke County	Jim Kethley	706-613-3479	H.T.E	42,000	AMI
Baldwin, City of	Scott Barnhart	706-778-6341	CSI Smartfusion	1,200	AMR
Banks County	Greg Coley	706-658-5134	CSI Outfitters	2,600	AMR/AMI
Braselton, Town of	Jeb Zeigler	706-921-4010	Incode/ Tyler Technologies	4,200	AMR
Barrow County	Lynn Thomas	770-307-2985	Black Mountain	5,200	AMR
Bloomingdale	Charles Akeridge	912-748-0970	Harris	1,200	Touch Read
Brunswick - Glynn County	LaDannoh Roberts	912-261-7100	Harris	30,000	AMI
Canton, City of	Jon Warrix	770-704-1504	Incode/ Tyler Technologies	8,000	AMI
Carrollton, City of	Becky Roberts	770-830-2000	Incode/ Tyler Technologies	12,000	AMR
Cave Spring, City of	Judy Dickinson	706-777-3382	CSI Outfitters	1,600	AMR
Cleveland, City of	Lee Wilson	706-200-6596	Black Mountain	2,000	AMR
Cobb County	Matt Rose	770-419-6282	UMAX	195,000	AMR
Columbus, City of	Jason Jay	762-207-3278	Harris	65,000	AMR
Cornelia, City of	Seth Glaze	706-949-1849	Sequoyah	2,850	AMI
Cumming, City of	Phil Harris	770-781-2020	Incode/ Tyler Technologies	24,000	AMR/AMI
Cusseta, City of; CCC	Russell Rhodes	706-325-2503	Cassell	1,400	AMI
Davisboro, City of	ShaQuetta Brown	478-348-4400		200	AMR
Dublin, City of	Michale Clay	478-609-1116	Incode/ Tyler Technologies	7,500	AMR
Eastman, City of	Wynnon Pitman	478-795-0471	QS1	2,615	AMI
Eatonton-Putnam Water	Brian Scott	478-288-3398	Black Mountain	6,500	AMR
Fannin County	Marnie Mashburn	706-258-5160	Quickbooks	500	AMR
Fayetteville, City of	Chris Wyman	770-719-4161	TBS	26,000	AMR
Floyd County	Steve Hulsey	706-291-5174	Munis	18,000	AMR
Forsyth County	Flynn Vaughn	678-898-5480	Cogsdale	68,000	AMI
Fort Ogelthorpe	Steve Brown	706-866-2544	Cassell	2,600	AMR
Fulton County	Josh Van Horn	404-612-4217	AUS	96,000	AMR
Griffin, City of	David Dennison	678-233-4332	Cogsdale	28,000	AMI
Guyton, City of	Alison M. Bruton	912-772-3364	Elderado	1,100	AMR
Hahira, City of	Jonathan Sumner	229-794-2829	Incode/ Tyler Technologies	1,600	AMR
Heard County	Laurie Cook	706-675-3358	QS1	1,200	AMR
Homerville, City of	Don Myers	229-569-9499	Harris	2,220	AMR
Jackson County	Joe Leslie	706-367-1741	Cusi	8,000	AMR/AMI
Jasper County	Frank Sherrill	678-491-9073	Black Mountain	800	AMR
Jefferson, City of	Darrin Sealey	706-367-5121	QS1	5,200	AMR/AMI

gsland, City of	Lee Spell	9 9-5613	Incode/ Tyler Technologies	7,500	MR
Lakeland, City of	Diane Westberry	229-482-3100	QS1	1,200	AMR
Lincoln County	Stephanie Eicher	706-359-5523	Black Mountain	1,200	AMR
Loganville, City of	Mike Morrell	770-466-0911	CSI Outfitters	5,800	AMR
Lowndes County	Steve Stalvey	229-561-0360	Harris	7,800	AMI
Lumpkin County	Johnny Trammell	706-482-2564	Smartfusion	1,400	AMR
Lula, City of	Rosemary Totty	770-869-3801	Tyler	1,000	AMR
Macon Water Authority	Guy Boyle	478-464-5628	Cayenta	45,000	AMR
McDonough	Ronnie Thompson	770-957-3915	Incode/ Tyler Technologies	5,000	AMI
Menlo	Vicky	706-859-1540	Harris	400	AMR
Nahunta, City of	Tom Wirth	912-462-5631	QS1	1,200	AMR
Oconee County	Ginger Thrasher	706-769-3960	Edmunds	13,000	AMR/AMI
Pickens County	Phillip Dean	706-253-8719	CSI Outfitters	3,600	AMR
Pike County	Scott Huckaby	706-601-0945	MS GOV	900	AMR
Rincon, City of	Tim Bowles	912-826-5745	EMGOV	4,200	AMR
Rockdale County	Jeremy Steele	770-990-6182	Cogsdale	28,000	AMI
Rutledge, City of	Debbie Kilgore	706-557-2223	RVS	750	AMR
Social Circle	Jason Langley	770-464-2380	Incode/Tyler Technologies	2,500	AMR
Statham, City of	Jordan McDaniel	770-725-5455	CSI Outfitters	1,500	AMR
Tifton, City of	Adam Cobb	229-392-0591	BS&A	17,800	AMR/AMI
Turtle Cove	Cindy Bryant	706-468-8805	Asyst/USTI	1,000	AMI
Tybee Island	Ricky Goodman	912-441-9270	Incode/ Tyler Technologies	3,277	AMR
Union City	Tarsha Calloway	404-966-5092	Incode/Tyler Technologies	5,500	AMR
Upson County	Ben Berryhill	706-741-3229	Smartfusion	4,500	AMR
Vienna, City of	Gail Bembry	229-268-4745	QS1	1,200	AMR
Vidalia, City of	Shannon Renteria	912-537-7661	Tyler Tech	5,250	AMI
Villa Rica, City of	Nate Sanders	770-550-6100	Incode/Tyler Technologies	6,100	AMR
Walton County	Greg Boyd	678-898-8364	Black Mountain	14,800	AMR
White County	Edwin Nix	706-865-0788	Black Mountain	1,800	AMR
White, City of	Jimmy Nichols	770-382-4566	Tyler/Incode	800	AMR
Williamson, City of	Pamela Schoentag	770-227-8380	Asyst/USTI	300	AMI
Woodbury, City of	Willie "Buck" Willams	706-975-5144	Tyler	500	AMR

EXHIBIT B

Pricing Table

Category 2 - 5/8 x 3/4 to 8 Inch Type 1 Solid State Meters

Meter Size / Type (Inches)	Manufacturer	Model	Manufacturer Part Number	Exception?	Estimated Quantity Year 1	Unit Price, Year 1 (each)	Estimated Quantity Year 2	Unit Price, Year 2 (each)	Estimated Quantity Year 3	Unit Price, Year 3 (each)	Estimated Quantity Year 4	Unit Price, Year 4 (each)	Estimated Quantity Year 5	Unit Price, Year 5 (each)	Net Price
5/8 x 3/4	Neptune	Mach10	EU1B1G1B1ASG110	No	3000	$146.43	13700	$146.43	13700	$146.43	13700	$154.14	24400	$158.09	$10,420,586.00
1	Neptune	Mach10	EU1F1G1B1ASG110	No	140	$197.12	570	$197.12	570	$197.12	570	$207.49	1000	$212.81	$583,392.90
1.5	Neptune	Mach10	EU2A1G1SG110	No	60	$574.45	240	$574.45	240	$574.45	240	$604.68	420	$620.18	$715,801.80
2	Neptune	Mach10	EU2E1G1SG110	No	30	$591.35	130	$591.35	130	$591.35	130	$622.47	230	$638.43	$399,251.50
3	Neptune	Mach10	EU3B1G1SG111	No	0	$1,655.77	35	$1,655.77	35	$1,655.77	35	$1,742.92	70	$1,787.61	$302,038.80
4	Neptune	Mach10	EU3D1G1SG111	No	0	$2,016.21	3	$2,016.21	3	$2,016.21	3	$2,122.33	6	$2,176.75	$31,524.75
6	Neptune	Mach10	EU3F1G1SG111	No	0	$2,810.31	15	$2,810.31	15	$2,810.31	15	$2,958.22	30	$3,034.07	$219,704.70
8	Neptune	Mach10	EU4A1G1SG111	No	0	$4,370.32	7	$4,370.32	7	$4,370.32	7	$4,600.34	14	$4,718.30	$159,443.06
				Total (Annual):		########		$12,361.96		$12,361.96		$13,012.59		$13,346.24	$12,831,743.51

Parts Discount:	LX.85

Term of Award: The contract award will be a three (3) year contract with two (2) one (1)-year

Total Cost: $12,831,743.51

urth Year Increase	**5%**
ifth Year Increase	**2.50%**

Category 3 - 2 to 12 Inch Type 2 Solid State Meters

Meter Size / Type (Inches)	Manufacturer	Model	Manufacturer Part Number	Exception?	Estimated Quantity Year 1	Unit Price, Year 1 (each)	Estimated Quantity Year 2	Unit Price, Year 2 (each)	Estimated Quantity Year 3	Unit Price, Year 3 (each)	Estimated Quantity Year 4	Unit Price, Year 4 (each)	Estimated Quantity Year 5	Unit Price, Year 5 (each)	Net Price
2	Quoted as Type 1				0	$591.35	130	$591.35	130	$591.35	130	$622.47	260	$638.43	$400,663.90
3	Quoted as Type 1				0	$1,655.77	35	$1,655.77	35	$1,655.77	35	$1,742.92	70	$1,787.61	$302,038.80
4	Quoted as Type 1				0	$2,016.21	25	$2,016.21	25	$2,016.21	25	$2,122.33	40	$2,176.75	$240,938.75
6	Quoted as Type 1				0	$2,810.31	15	$2,810.31	15	$2,810.31	15	$2,958.22	30	$3,034.07	$219,704.70
8	Quoted as Type 1				0	$4,370.32	7	$4,370.32	7	$4,370.32	7	$4,600.34	14	$4,718.30	$159,443.06
10	Neptune	Mach10	EU4B1G1SG111	No	0	$7,603.02	3	$7,603.02	3	$7,603.02	3	$8,003.18	6	$8,208.39	$118,878.00
12	Neptune	Mach10	EU4C1G1SG111	No	0	$8,785.71	2	$8,785.71	2	$8,785.71	2	$9,248.12	4	$9,485.25	$91,580.08
				otal (Annual):		########		$27,832.69		$27,832.69		$29,297.58		$30,048.80	$1,533,247.29

Parts Discount:	LX.85

Term of Award: The contract award will be a three (3) year contract with two (2) one

Total Cost: $1,533,247.29

urth Year Increase	**5%**
ifth Year Increase	**2.50%**

Category 5 - 5/8 x 3/4 to 1.5 Inch Remote Shut Off Capable Meters

Meter Size / Type (Inches)	Manufacturer	Model	Manufacturer Part Number	Exception?	Estimated Quantity Year 1	Unit Price, Year 1 (each)	Estimated Quantity Year 2	Unit Price, Year 2 (each)	Estimated Quantity Year 3	Unit Price, Year 3 (each)	Estimated Quantity Year 4	Unit Price, Year 4 (each)	Estimated Quantity Year 5	Unit Price, Year 5 (each)	Net Price
5/8 x 3/4, Solid State	Neptune	RSV	RSV.75IQC	No	25	$434.07	100	$434.07	100	$434.07	100	$456.92	175	$468.63	$225,368.00
1, Solid State	Neptune	RSV	RSV1IQC	No	2	$489.01	10	$489.01	10	$489.01	10	$514.75	18	$527.95	$25,408.82
1.5, Solid State	Do not maunufa			Yes	2		10		10		10		18		$0.00
				Total (Annual):		$923.08		$923.08		$923.08		$971.67		$996.58	$250,776.82

Parts Discount:	LX.85

year options. Any percentage increase for each of the two (2) one (1) year options will be

Total Cost: $250,776.82

Fourth Year Increase	**5%**
Fifth Year Increase	**2.50%**

EXHIBIT C

GEFA Provisions

(See Attached)

GEORGIA ENVIRONMENTAL FINANCE AUTHORITY

SUPPLEMENTAL GENERAL CONDITIONS

for

FEDERALLY ASSISTED STATE REVOLVING FUND CONSTRUCTION CONTRACTS

December 7, 2022

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

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

TABLE OF CONTENTS

INSTRUCTIONS AND GENERAL REQUIREMENTS

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

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

A. Before beginning the work of any contract:

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

B. During the performance of the contract:

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

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

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

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.

_____ **Date**_____
(Prime Contractor signature)

_____
(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.

_____ **Date**_____
(Signature of Owner or Owner's representative)

_____
(Printed name and title)

CONTACT INFORMATION

Owner contact _____

Owner phone number and email _____

Consulting Engineer contact _____

Consulting Engineer phone number and email _____

Proposed Prime Contractor _____

Prime Contractor contact _____

Prime Contractor phone number and email _____

Proposed total contract amount $ _____

Proposed total MBE participation $ _____ **Percentage** _____ **Goal: 4.0 percent**

Proposed total WBE participation $ _____ **Percentage** _____ **Goal: 4.0 percent**

CONTINUED ON NEXT PAGE

Please submit the following with the DBE Compliance Form:

a. List of all committed and uncommitted subcontractors by trade, including company name, address, telephone number, contact person, dollar amount of subcontract, and DBE/MBE/WBE status.

b. Indicate in writing if no solicitations were made because the Prime Contractor intends to use only its own forces to accomplish the work.

c. Proof of certification by EPA, SBA, DOT (or by state, local, tribal, or private entities whose certification criteria match EPA criteria) for each subcontractor listed as a DBE, MBE, or WBE.

d. Documentation of solicitation efforts for prospective DBE firms, such as fax confirmation sheets, copies of solicitation letters and emails, printout of online solicitations, printouts of online search results, and copies and affidavits of publication in newspapers or other publications. (see also, "Six Good Faith Efforts", page GEFA-7).

   i. The Prime Contractor shall use the necessary resources to identify and directly solicit no less than three certified MBE firms and three certified WBE firms to bid in each expected subcontract trade or area. If a diligent and documented search of the recommended directories does not identify three potential certified MBE firms and three potential certified WBE firms, then the Prime Contractor shall post an advertisement in the Owner's local legal organ, the Owner's official website, a regional newspaper in a larger community in the proximity, the Prime Contractor's website, or some other appropriate resource.
   ii. The Prime Contractor is encouraged to follow-up each written, fax, or email solicitation with at least one logged phone call.
   iii. Whenever possible, post solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

e. Written justification for not selecting a certified DBE subcontractor that submitted a low bid for any subcontract area.

f. Certification By Proposed Prime Contractor or Subcontractor Regarding Equal Employment Opportunity (GEFA-9)

g. Certification By Proposed Prime or Subcontractor Regarding Debarment, Suspension, and Other Responsible Matters. (GEFA-10)

END OF DBE COMPLIANCE FORM

DBE COMPLIANCE CHECKLIST

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

Loan Recipient _____ **SRF Loan Number** _____

Include in Package Submittal

PRIME CONTRACTOR ONLY	TOTAL CONTRACT AMOUNT

ALL SUBCONTRACTORS, INCLUDING DBE FIRMS	TRADE	AMOUNT

ALL SUBCONTRACTORS, INCLUDING DBE FIRMS	TRADE	AMOUNT

DBE SUBCONTRACTORS ONLY	TRADE	AMOUNT

DBE SUBCONTRACTORS ONLY	TRADE	AMOUNT

PRIME CONTRACTOR ONLY *(Not applicable if self-performing all work, with no subcontracting)*

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

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

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

Uncommitted Trades

Documentation of Good Faith Efforts

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

SIX GOOD FAITH EFFORTS

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

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. This will include placing DBEs on solicitation lists and soliciting them whenever there are potential sources.

2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. This will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

5. Use the resources, services, and assistance of the U.S. Department of Transportation (DOT), U.S. Small Business Administration (SBA), and the Minority Business Development Agency of the U.S. Department of Commerce (MBDA).

6. If the Prime Contractor awards subcontracts, it must take the steps described in items (1) through (5) listed above.

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

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

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

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

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

RESOURCES FOR IDENTIFYING DBE SUBCONTRACTORS

RESOURCES FOR IDENTIFYING DBE SUBCONTRACTOR'S FOR DIRECT SOLICITATION:

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

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

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

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

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

U.S. Environmental Protection Agency
http://www.epa.gov/osbp/dbe_team.htm

For more information about DBE compliance, contact:
waterresources@gefa.ga.gov

NOTES:

(1) The Prime Contractor shall use the necessary resources to identify and directly solicit no less than three certified MBE firms and three WBE firms to bid in each expected subcontract area or trade.
(2) If a diligent and documented search of the recommended directories does not identify three potential certified MBE firms and three potential certified WBE firms, then the Prime Contractor shall post an advertisement in the Owner's local legal organ, the Owner's official website, a regional newspaper in a larger community in the proximity, the Prime Contractor's website, or some other appropriate resource. Whenever possible, post solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
(3) Expenditures to a DBE that acts merely as a broker or passive conduit of funds, without performing, managing, or supervising the work of its subcontract in a manner consistent with normal business practices may not be counted.
(4) The Prime Contractor should attempt to identify and first solicit DBEs in the geographic proximity of the project before soliciting those located farther away.
(5) Contact GEFA Project Managers at 404-584-1000 or waterresources@gefa.ga.gov 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), (as amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966–1970 Comp., p. 684; EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13672 of July 21, 2104, 79 FR 42971). Any bidder or prospective prime contractor, or any of the proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

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

(1) Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
YES _____ NO _____

(2) Compliance Reports were required to be filed in connection with such contract or subcontract.
YES _____ NO _____ (If YES, state what reports were filed and with what agency.)

(3) Bidder has filed all compliance reports due under applicable instructions, including SF-100 (EEO-1 Report).
YES _____ NO _____ (If NO, please explain in detail.)

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

_____
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE OF CONTRACTOR OR SUBCONTRACTOR

_____ _____
SIGNATURE OF AUTHORIZED REPRESENTATIVE **DATE**

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

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 2 CFR §1532.220).

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

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause of default.

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

_____

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE OF CONTRACTOR OR SUBCONTRACTOR

_____ _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE **DATE**

_____ **I am unable to certify to the above statements. My explanation is as follows:**

CHANGES TO APPROVED SUBCONTRACTORS FORM

Loan Recipient _____ **SRF Loan Number** _____

CERTIFICATIONS:

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

_____ Date_____
(Prime Contractor signature)

_____
(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.

_____ Date_____
(Signature of Owner or Owner's representative)

_____
(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.

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

SPECIAL PROVISIONS

(a) The Prime Contractor is required to pay its subcontractors in accordance with the Georgia Prompt Payment Act (OCGA 13-11).

(b) The Prime Contractor is required to insert the entirety of the Davis Bacon contract requirements into all subcontracts.

(c) Sewer line and water line crossing of all roads and streets shall be done in accordance with the Georgia Department of Transportation (D.O.T.) Policies and Procedures and must comply with the Ga. D.O.T. Standard Specifications, Construction of Roads and Bridges, 1993 Edition.

(d) Construction shall be carried out so as to prevent bypassing of wastewater flow and to prevent interruption of drinking water treatment during construction. EPD must receive written notification prior to any reduction in the level of treatment and must approve all temporary modifications to the treatment process prior to the activity.

(e) Erosion and Sedimentation Control shall be accomplished in accordance with the Georgia Erosion and Sedimentation Control Act of 1975 as currently amended and NPDES General Permits (Storm Water from Construction Sites). See also epd.georgia.gov and gaswcc.georgia.gov for information regarding permits.

(f) Use of Chemicals: All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer reactant or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in conformance with state and local regulations as appropriate.

(g) It is the duty of the Prime Contractor, the Owner and the Engineer to ensure the construction of the project, including the letting of contracts in connection therewith, shall comply with all applicable laws and regulations and requirements of the United States of America or any agency thereof, the state of Georgia or any agency thereof, territorial, or any local government laws or political subdivision and ordnances to the extent that such requirements do not conflict with federal laws and this subchapter.

(h) EPD, EPA, and GEFA shall have access to the site and the project work at all times.

BONDS

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

1. Bid guarantee equivalent to five percent of the bid price. The bid guarantee shall consist of a firm commitment such as a certified check or bid bond submitted with the bid;

2. Performance bond equal to 100 percent of the contract price, and;

3. Payment bond equal to 100 percent of the contract price. Bonds must be obtained from companies holding Certificates of Authority as acceptable sureties, issued by the U.S. Treasury.

SPECIAL NOTICE TO BIDDERS

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

EQUAL EMPLOYMENT OPPORTUNITY NOTICE

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

1. The Offeror's or Bidder's attention is called to the Equal Opportunity Clause which is included in the nondiscrimination Provision and Labor Standards, EPA Form 5720-4 and the Standard Federal Equal Employment Opportunity (EEO) Construction Contract Specifications set forth herein.

2. The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	**4.0 percent**
Goals for female participation for each trade	**4.0 percent**

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

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

3. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical area where the contract is to be performed giving the state, county, and city, if any).

EEO Construction Contract Specifications

Executive Order 11246
https://www.dol.gov/agencies/ofccp/executive-order-11246/as-amended

N/A **Davis-Bacon and Related Acts**
https://www.dol.gov/agencies/whd/government-contracts/construction

N/A **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

N/A **Sample Payroll Form (WH-347) is found at:**
http://www.dol.gov/whd/forms/wh347.pdf

N/A **Labor Standards Interview Form (SF-1445) is found at:**
http://www.gsa.gov/portal/forms/download/115910

N/A **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*)

N/A **Fair Labor Standards Act Minimum Wage poster is found at:**
http://www.dol.gov/whd/regs/compliance/posters/minwagebwp.pdf (*English*)

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

"EEO Is the Law" poster is found at:
https://www.eeoc.gov/sites/default/files/2022-10/22-088_EEOC_KnowYourRights_10_20.pdf
(*English*)

https://www.eeoc.gov/sites/default/files/2022-10/22-088_EEOC_KnowYourRightsSp_10_20.pdf
(*Spanish*)

OSHA poster is found at:
https://www.osha.gov/sites/default/files/publications/osha3165.pdf
(*English*)

https://www.osha.gov/sites/default/files/publications/osha3167.pdf
(*Spanish*)

N/A CERTIFIED PAYROLL REVIEW CHECKLIST

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

CONTRACT ID	**PRIME CONTRACTOR/SUBCONTRACTOR**
City of CW/DWSRF#00 - 000	X Construction
GENERAL WAGE DECISION AND DATE (Insert number and 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 four digits of Social Security
- _____ Number Social Security Number removed
- _____ Employee's work classification
- _____ Identification of OJTs, apprentices, and program levels (%) on payrolls.
- _____ Verify that OJT and Apprentice Program documentation is in project files.

_____ Daily and weekly employee hours worked in each job classification.
- _____ Daily and weekly employee overtime (or premium) hours worked
- _____ Total weekly hours worked on all jobs (prevailing and non-prevailing wage).
- _____ Base rate shown for each employee, overtime (or premium) rate shown when worked.
- _____ Verify correct wage rates are being paid.
- _____ Verify overtime is being paid correctly (over 40 hrs/wk, and Time and a half)
- _____ Week's gross wages
- _____ Week's itemized deductions.
- _____ Week's net wages paid

_____ Compliance statement attached.
- _____ Method of fringe benefit payment described by checking either box (4)(a) or (4)(b).
- _____ Fringe benefit package information in file and updated as needed (if 4(a) is checked)
- _____ Exceptions explanation for fringe benefit (4)(c).
- _____ Signature.

Compliance Review Checklist (for field reviews):

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

REVIEWED BY:	**DATE**

GEORGIA ENVIRONMENTAL FINANCE AUTHORITY

AMERICAN IRON AND STEEL
SPECIAL CONDITIONS AND INFORMATION

For

FEDERALLY ASSISTED
STATE REVOLVING LOAN FUND
CONSTRUCTION CONTRACTS

April 11, 2014

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

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

TABLE OF CONTENTS

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 is 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 Contactor 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 OR CATEGORIES OF MATERIALS PERMANENTLY INCORPORATED INTO THE PROJECT	**COST**	
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 OR CATEGORIES OF MATERIALS COVERED BY DE MINIMIS WAIVER	**COST**	**COMPLIANT (Yes/No)**
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.

GEORGIA ENVIRONMENTAL FINANCE AUTHORITY

BUILD AMERICA, BUY AMERICA ACT
SPECIAL CONDITIONS AND INFORMATION
for
FEDERALLY ASSISTED
STATE REVOLVING LOAN FUND
CONSTRUCTION CONTRACTS

The following memorandum issued by the U.S. Environmental Protection Agency on November 3, 2022, provides implementation guidance for the Build America, Buy America Act (BABA). Exhibit D of the Georgia Environmental Finance Authority Loan Agreement requires compliance with BABA as needed. The following two links contain the required language for agreements.

Appendix 1 language is required to be inserted into construction contracts to comply with BABA.

Appendix 2 language is incorporated by reference into Exhibit D of GEFA's State Revolving Fund assistance agreements.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

OFFICE OF WATER

November 3, 2022

MEMORANDUM

SUBJECT: Build America, Buy America Act Implementation Procedures for EPA Office of Water Federal Financial Assistance Programs

FROM: Radhika Fox
Assistant Administrator

TO: EPA Regional Water Division Directors, Regions I – X
EPA Office of Water Office Directors

OVERVIEW

The Biden-Harris Administration recognized the Nation's critical need for infrastructure investment, championing the Bipartisan Infrastructure Law (BIL), which Congress passed on November 15, 2021 (also known as the Infrastructure Investment and Jobs Act (IIJA)). The BIL will provide an unprecedented level of federal investment in water and wastewater infrastructure in communities across America.

In Title IX of the IIJA, Congress passed the Build America, Buy America (BABA) Act, which establishes strong and permanent domestic sourcing requirements across all Federal financial assistance programs for infrastructure. The U.S. Environmental Protection Agency (EPA) Office of Water is honored to help lead the implementation of these provisions and is proud of its near decade of successful implementation of the American Iron and Steel (AIS) provisions for its flagship water infrastructure programs.

This is a transformational opportunity to build a resilient supply chain and manufacturing base for critical products here in the United States that will spur investment in good-paying American manufacturing jobs and businesses. EPA's efforts to implement BABA will help cultivate the domestic manufacturing base for a wide range of products commonly used across the water sector but not currently made domestically. This will take time, and flexibility will be important to ensure that EPA can leverage critical water investments on time and on budget to protect public health and improve water quality.

IMPLEMENTATION

Recognizing the opportunity and need for BABA implementation guidance, the Made in America Office (MIAO) of the Office of Management and Budget (OMB) published Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure (OMB Guidance M-22-11) on April 18, 2022. The guidance provides government-wide implementation direction for all Federal financial assistance programs for infrastructure. Despite the extensive guidance developed by MIAO, EPA's Office of Water infrastructure investment programs have received many questions that were not addressed in OMB Guidance M-22-11 or that require further clarification for EPA water infrastructure programs. The following questions and answers serve to supplement OMB Guidance M-22-11 with implementation procedures specific to EPA's relevant water infrastructure programs.

Section 70914(a) of the IIJA states when a Buy America preference under BABA applies: "Not later than… [May 14, 2022], the head of each Federal agency shall ensure that none of the funds made available for a Federal financial assistance program for infrastructure…may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Therefore, Federal financial infrastructure investments obligated on or after May 14, 2022, must comply with the BABA requirements. Absent a waiver, all iron, steel, manufactured products, and construction materials permanently incorporated into an infrastructure project subject to the BABA requirements must be produced in the United States. For many of EPA's Office of Water infrastructure investment programs, the vast majority of products permanently incorporated into construction, maintenance, or repair projects must comply with the BABA requirements, with the exception of select construction materials (cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives), which are specifically excepted by the BABA statute.

EPA's Office of Water implements many infrastructure investment programs subject to BABA requirements, including the following:

- Alaska Native Villages and Rural Communities Water Grant Program (ANV) (and any associated Interagency Agreements with the Indian Health Service)
- Clean Water and Drinking Water State Revolving Fund Programs (CW and DWSRF)
- Clean Water and Drinking Water Grants to U.S. Territories and the District of Columbia
- Clean Water Indian and Drinking Water Tribal Infrastructure Grant Set-aside (and any associated Interagency Agreements with the Indian Health Service)
- Coastal Wetlands Planning, Protection and Restoration Act, (CWPPRA) Programs
- Congressionally Directed Spending/Community Project Funding (also known as Community Grants)
- Geographic Programs[1]
- Gulf Hypoxia Program
- National Estuaries Program (CWA Section 320)

[1] Geographic Programs include: Great Lakes Restoration Initiative, Chesapeake Bay, San Francisco Bay, Puget Sound, Long Island Sound, Gulf of Mexico, South Florida, Lake Champlain, Lake Pontchartrain, Southern New England Estuaries, Columbia River Basin, Pacific Northwest

- 319 Nonpoint Source Management Program Implementation
- Reducing Lead in Drinking Water Grant Program (SDWA §1459B)
- Assistance for Small and Disadvantaged Communities Grants: Small, Underserved, and Disadvantaged Community Grant Program (SUDC), Emerging Contaminants in Small or Disadvantaged Communities (EC-SDC) and Drinking Water Infrastructure Resilience & Sustainability (SDWA §1459A)
- Sewer Overflow and Stormwater Reuse Municipal Grants (OSG)
- USMCA Implementing Legislation (Section 821 and Title IX, USMCA Supplemental Appropriations, 2020)
- U.S.-Mexico Border Water Infrastructure Program
- Voluntary School and Child Care Program Lead Testing and Remediation Grant Program (SDWA 1464(d))
- Water Infrastructure Finance and Innovation Act (WIFIA)

The questions and answers in this document apply to the implementation of BABA requirements for the Office of Water infrastructure programs listed above unless superseded by regulation, statute, or other applicable guidance. For many of the programs listed above which did not have domestic preference requirements prior to BABA, additional implementation details are pending or may be developed after the issuance of these procedures. In addition, EPA notes that more direction will be helpful to inform the determination and definition of domestic content in manufactured goods. Supplemental guidance on these and other issues, from either OMB or EPA, may be forthcoming. These implementation procedures may also apply to additional, unlisted EPA programs which may be required to apply BABA subsequent to publication of this memorandum (e.g., future funding programs which have been authorized, but not yet appropriated).

For more information on the BABA requirements, visit the EPA Office of Water's dedicated website – https://www.epa.gov/cwsrf/build-america-buy-america-baba – or contact your funding authority (such as your grants officer, portfolio manager, or state contact). For information on approved waivers, visit https://www.epa.gov/cwsrf/build-america-buy-america-baba-approved-waivers. You may also email questions to BABA-OW@epa.gov.

This Implementation Procedures document is organized to provide responses to questions in the following topic areas:

QUESTIONS AND ANSWERS

SECTION 1: GENERAL

- Q1.1: Will EPA provide documentation for BABA for bid solicitations and suggested contract language? Will EPA provide suggested language for Assistance Agreements?

    - A1.1: See Appendix 1, which includes suggested language for construction contracts which addresses the BABA requirements. In addition to the language suggested in Appendix 1, EPA also recommends that assistance recipients prepare contract bid solicitation documents with a statement for the consulting engineers and construction firms as follows: "By signing payment application and recommending payment, Contractor certifies they have reviewed documentation for all products and materials submitted for payment, and the certifications are sufficient to demonstrate compliance with Build America, Buy America Act requirements." In most cases, the assistance recipient's representatives assume the responsibility for their clients to conduct due diligence on compliance with applicable domestic preference requirements.

      All Federal Financial infrastructure assistance agreements subject to BABA must have a clause requiring compliance with the requirements. See Appendix 2 for example assistance agreement language.

- Q1.2: Would federally-financed infrastructure projects outside of the United States need to comply with the BABA requirements?

    - A1.2: No. According to the OMB Guidance (M-22-11), a "project" is defined as "...any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States." Therefore, the BABA requirements are not implicated for infrastructure projects occurring outside of the United States, such as projects funded through the United States-Mexico-Canada Agreement with infrastructure activities occurring in Mexico or Canada (that is, outside the United States).
    -

- Q1.3: If most of the project is BABA compliant, and a small portion is not, can an assistance recipient self-fund (i.e., paying with non-federal dollars) the non-compliant products?

    - A1.3: Any project that is funded in whole or in part with federal assistance must comply with the BABA requirements, unless the requirements are otherwise waived. All iron, steel, manufactured products, and construction materials used in a project must meet the BABA requirements unless waived. Absent a waiver, there is no "small portion" or product that does not need to satisfy the BABA requirements unless the requirements are waived (or specifically excluded as is the case for cement and cementitious materials; aggregates such as stone, sand, or gravel; aggregate binding agents or additives; or non-permanent products). An assistance recipient may request a waiver or inquire as to whether a broad waiver, such as a *de minimis* waiver, might apply.

- Q1.4: How do international trade agreements affect the implementation of the BABA requirements?

    - A1.4: The BABA requirements apply in a manner consistent with United States obligations under international trade agreements. Typically, these obligations only apply to direct procurement by the entities that are signatories to these trade agreements. In general, assistance recipients are not signatories to such agreements, so these trade agreements have no impact on BABA implementation. In the few instances where such an agreement applies to a municipality, that municipality is responsible for determining its applicability and requirements and communicating with the funding authority (such as EPA and/or a state) on the actions taken to comply with BABA.

SECTION 2: PRODUCT COVERAGE

- Q2.1: For products made of iron and steel, what is the difference between predominantly and primarily iron and steel?

    - A2.1: EPA considers the terms "predominantly" and "primarily" to be interchangeable, such that a product is considered predominantly (or primarily) iron and steel if it contains greater than 50 percent iron and steel by material cost.

- Q2.2: What is the definition of construction materials (with examples)?

    - A2.2: From OMB Guidance M-22-11: "construction materials" include an article, material, 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; aggregate binding agents or additives; or non-permanent products) that is or consists primarily of:
        - non-ferrous metals,
        - plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), (including optic glass),
        - lumber, and
        - drywall.

      For example, a plate of glass would be a construction material under BABA, but a framed window that incorporates the glass into a frame would be a manufactured product. Another common construction material for water infrastructure projects would be polyvinyl chloride (PVC) pipe and fittings. However, if PVC components are incorporated into a more complex product such as instrumentation and control equipment or a water treatment unit, those items would be manufactured products.

- Q2.3: What are manufactured products (with examples)?

    - A2.3: From OMB Guidance M-22-11: "…all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total

cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation…"

The manufactured products category would cover the majority of potential water infrastructure products, including complex products made up of a variety of material types and components. For water infrastructure projects, common manufactured products would include, but not be limited to, pumps, motors, blowers, aerators, generators, instrumentation and control systems, gauges, meters, measurement equipment, treatment equipment, dewatering equipment, actuators, and many other mechanical and electrical items.

- Q2.4: Which category will valves fall under for BABA? Will it differ from the American Iron and Steel (AIS) requirements?
    - A2.4: For programs that are subject to BABA and AIS (SRF, WIFIA, and Community Project Funding), projects using valves should classify them as iron and steel products under BABA as long as their material cost is made up of more than 50 percent iron and/or steel. Valves with 50 percent or less iron and/or steel by material cost would be considered manufactured products under the BABA requirements.

      In accordance with OMB Guidance M-22-11, an article, material, or supply should be classified into only one of the three categories: iron and steel, manufactured products, or construction materials. Under the AIS requirements, all valves made primarily of iron and steel (that is, those with iron and/or steel material cost greater than 50 percent) must comply with the AIS requirements. For BABA, EPA interprets Section IV of OMB Guidance M-22-11 to mean that iron and steel products are those items that are primarily iron and steel, the same as for the AIS requirements.

- Q2.5: Does EPA have a list of products to be classified as "Iron and Steel" under BABA?
    - A2.5: Although this list is not comprehensive, the following products were classified as AIS products if made primarily (more than 50 percent) of iron and/or steel by materials cost (for programs subject to both AIS and BABA, this list would be equivalent for "iron and steel" items or products under either requirement):

Products likely made "primarily" of iron and steel to be classified as Iron and Steel under BABA		
Lined and Unlined Pipe	Lined and Unlined Fittings	Tanks
Flanges	Pipe Clamps and Restraints	Structural Steel
Valves	Hydrants	Pre-Cast, Iron/Steel Reinforced Concrete (of all types, regardless of iron/steel content percentage)
Manhole Covers and other Municipal Castings	Access Hatches	Ballast Screens
Iron or Steel 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

Products likely made "primarily" of iron and steel to be classified as Iron and Steel under BABA		
Curb Boxes	Curb Openings	Curb Stops
Detectable Warning Plates	Downspout Shoes	Drainage Grates
Drainage Grate Frames and Curb Inlets	Inlets	Junction Boxes
Lampposts	Manhole Rings and Frames	Manhole Risers
Meter Boxes	Service Boxes	Steel Hinged Hatches
Steel Riser Rings	Trash Receptacles	Tree Grates
Tree Guards	Trench Grates	Valve Boxes
Valve Box Covers and Risers	Access Ramps	Aeration Pipes and Fittings (separate from aeration/blowers)
Angles	Backflow Preventers/Double Check Valves	Baffle Curtains
Iron or Steel Bar	Bathroom Stalls	Beam Clamps
Cable Hanging Systems	Clarifier Tanks	Coiled Steel
Column Piping	Concrete Reinforcing Bar, Wire, and Fibers	Condensate Sediment Traps
Corrugated Pipe	Couplings	Decking
Digestor Covers	Dome Structures	Door Hardware
Doors	Ductwork	Expansion Joints
Expansion Tanks (diaphragm, surge, and hydropneumatics)	Fasteners	Fencing and Fence Tubing
Fire Escapes	Flanged Pipe	Flap Gates
Framing	Gate Valves	Generic Hanging Brackets
Grating	Ground Testing Boxes	Ground Test Wells
Guardrails	HVAC Registers, Diffusers, and Grilles	Joists
Knife Gates	Ladders	Lifting Hooks, J-bar, Connectors within, and Anchors for Concrete
Lockers	Man Baskets and Material Platforms	Manhole Steps
Mud Valves	Municipal Casting Junctions	Non-mechanical (aka stationary) Louvers and Dampers
Overhead Rolling Doors/ Uplifting Doors (manual open, no motor)	Pipe Connectors	Pipe Hangers
Pipe Pilings (any type of steel piling)	Pipe Spool (pipe, flanges, connectors, etc.)	Pipe Supports
Pitless Adaptors	Pre-fab Steel Buildings/Sheds (simple structure, unfurnished)	Pre-stressed Concrete Cylinder Pipe (PCCP)
Railings	Reduced Pressure Zone (RPZ) Valves	Roofing
Service Saddles	Sheet Piling	Sinks (not part of eyewash systems)
Solenoid Valves	Stairs	Static Mixers
Stationary Screens	Surface Drains	Tapping Sleeves
Telescoping Valves	Tipping Buckets	Trusses
Tubing	Valve Stem Extensions	Valve Stems (excluding handwheels and actuators)
Wall Panels	Wall Sleeves/Floor Sleeves	Welding Rods
Well Casing	Well Screens	Wire
Wire Cloth	Wire Rod	Wire Rope and Cables

Q2.6: Does EPA have a list of products that could be made "primarily" of iron and steel but would be classified as "manufactured products" under BABA?

A2.6: Although this list is not comprehensive, the following products would be considered "manufactured products" under the BABA requirements, even if the item might be composed primarily of iron and steel by materials cost (Note: These items are not subject to the AIS requirements.):

Products likely made "primarily" of iron and steel to be classified as Manufactured Products under BABA		
Actuator Superstructures/ Support Structures	Aeration Nozzles and Injectors	Aerators
Analytical Instrumentation	Analyzers (e.g., ozone, oxygen)	Automated Water Fill Stations
Blowers/Aeration Equipment	Boilers, Boiler Systems	Chemical Feed Systems (e.g., polymer, coagulant, treatment chemicals)
Chemical Injection Quills	Chemical Injectors	Clarifier Mechanisms/Arms
Compressors	Controls and Switches	Conveyors
Cranes	Desiccant Air Dryer Tanks	Dewatering Equipment
Dewatering Roll-offs	Disinfection Systems	Drives (e.g., variable frequency drives)
Electric/Pneumatic/Manual Accessories Used to Operate Valves (such as electric valve actuators)	Electrical Cabinetry and Housings (such as electrical boxes/enclosures)	Electrical Conduit
Electrical Junction Boxes	Electronic Door Locks	Elevator Systems (hydraulic, etc.,)
Emergency Life Systems (including eyewash stations, emergency safety showers, fire extinguishers, fire suppression systems including sprinklers /piping/valves, first aid, etc.)	Exhaust Fans	Fall Protection Anchor Points
Fiberglass Tank w/Appurtenances	Filters (and appurtenances, including underdrains, backwash systems)	Flocculators
Fluidized Bed Incinerators	Galvanized Anodes/Cathodic Protection	Gear Reducers
Generators	Geothermal Systems	Grinders
Heat Exchangers	HVAC (excluding ductwork)	HVAC Dampers (if appurtenances to aerators/blowers)
HVAC Louvers (mechanical)	Intake and Exhaust Grates (if appurtenances to aerators/blowers)	Instrumentation
Laboratory Equipment	Ladder Fall Prevention Systems	Ladder Safety Posts
Lighting Fixtures	Lightning and Grounding Rods	Mechanical or Actuated Louvers/Dampers
Membrane Bioreactor Systems	Membrane Filtration Systems	Metal Office Furniture (fixed)
Meters (including flow, wholesale, water, and service connection)	Motorized Doors (unit)	Motorized Mixers
Motorized Screens (such as traveling screens)	Motors	Pelton Wheels
Pipeline Flash Reactors (similar to injectors)	Plate Settlers	Precast Concrete without Iron/Steel Reinforcement

Products likely made "primarily" of iron and steel to be classified as Manufactured Products under BABA		
Furnished Pre-fab Buildings (such as furnished with pumps, mechanics inside)	Presses (including belt presses)	Pressure Gauges
Pump Cans/Barrels and Strainers	Pumps	Mechanical Rakes
Safety Climb Cable	Sampling Stations (unless also act as hydrant)	Scrubbers
Sensors	Sequencing Batch Reactors (SBR)	Steel Shelving (fixed)
Slide and Sluice Gates	Spray Header Units	Steel Cabinets (fixed interior/furniture)
Supervisory Control and Data Acquisition (SCADA) Systems	Tracer Wire	Valve Manual Gears, Actuators, Handles
Voltage Transformer	Water Electrostatic Precipitators (WESP)	Water Heaters
Weir Gates		

- Q2.7: Is asphalt paving a covered product under BABA?
    - A2.7: No. EPA interprets Section 70917(c) of the IIJA to exclude asphalt from BABA requirements. Asphalt paving is a type of concrete composed of an aggregate material mixed with a binder (bitumen). EPA considers asphalt concrete to be excluded by section 70917(c) due to its similarities with cement and cementitious materials.

SECTION 3: CO-FUNDING

- Q3.1: If projects are co-funded with funding mechanisms that don't require BABA, must the entire project comply with BABA?
    - A3.1: Yes. Any project that is funded in whole or in part with federal assistance must comply with the BABA requirements, unless the requirements are otherwise waived. A "project" consists of all construction necessary to complete the building or work regardless of the number of contracts or assistance agreements involved so long as all the contracts and assistance agreements awarded are closely related in purpose, time, and place. This precludes the intentional splitting of projects into separate and smaller contracts or assistance agreements to avoid BABA's applicability on some portions of a larger project, particularly where the activities are integrally and proximately related to the whole. However, there are many situations in which major construction activities are clearly undertaken in separate phases that are distinct in purpose, time, or place, in which case, separate contracts or assistance agreements would carry separate requirements.

- Q3.2: How will project requirements be determined for co-funded projects subject to potentially different general applicability/programmatic waiver conditions (such as different adjustment period waivers)?

    - A3.2: OMB Guidance M-22-11 addresses cases with project co-funding from separate programs. EPA would apply the guidance's "cognizant" program determination to projects that are co-funded with different general applicability/programmatic waivers. For instance, if a project were co-funded between WIFIA and SRF and the majority of the Federal funding for the project is from WIFIA, then WIFIA would be the "cognizant" program for application and determination of waivers. In that case, any conditions from an applicable WIFIA waiver would apply.

SECTION 4: WAIVERS

- Q4.1: Who may apply for a waiver and how do you apply?

    - A4.1: Assistance recipients and their authorized representatives may apply for a project-specific waiver. EPA does not accept waiver requests from suppliers, distributors, or manufacturers unless the assistance recipient endorses and submits the request on its own behalf to the funding authority. In the case where multiple programs are providing federal funds to the project, the assistance recipient should submit the waiver request to the cognizant program, the one providing the greatest amount of federal funds for the project. For information on applying for cost waivers, see questions 4.4 and 4.5. For information on the SRF program roles and responsibilities, see question 7.6.

      Project-specific waiver requests should generally include: (1) a brief summary of the project, (2) a description and explanation of the need for the waiver for the product(s) in question, (3) a brief summary of the due diligence conducted in search of domestic alternatives (which could include correspondence between assistance recipient and supplier/distributors), (4) the quantity and materials of the product(s) in question, (5) all engineering specifications and project design considerations relevant to the product(s) in question, (6) the approximate unit cost of items (both foreign and domestic) in addition to an estimated cost of the materials and overall project, (7) the date any products will be needed on site in order to avoid significant project schedule disruptions, and (8) any other pertinent information relevant to EPA's consideration of the waiver (e.g., if relevant for SRF projects: whether the project is designated as an equivalency project, the date the plans and specifications were submitted to the state, the date of construction initiation, expected date of project completion, any special considerations such as local zoning and building ordinances, seismic requirements, or noise or odor control requirements).

      In the case of indirect federal assistance, such as the SRF programs, the state authority reviews and conveys the waiver request to EPA. States should submit waiver requests to the appropriate program waiver request inbox. For SRF projects, please use CWSRFWaiver@epa.gov or DWSRFWaiver@epa.gov.

- Q4.2: Can an assistance recipient request a waiver based on a specification written for a specific brand or model of product (that is, a specification that names a branded item or model)?

    - A4.2: In most cases, performance-based specifications are expected and required for the majority of infrastructure projects funded by EPA's financial assistance programs. In rare cases where "branded" or product-specific sourcing may be included in project specifications, it is suggested that the specifications include the item in question (that is, not simply a catalog page, but also materials of construction, sizing, quantities, and applicable engineering performance design characteristics for the project, etc.) in addition to the standard phrase "or equal." For the purposes of product alternative market research, EPA will evaluate the BABA requirements based on performance-based engineering specifications for the product(s) in question. If the project's specifications do not include performance-based specifications, or at least an "or equal" designation, EPA will base its research on an "or equal" designation using best professional judgment to the extent practicable.

- Q4.3: If a manufactured product is not readily available domestically, will EPA provide short-term "limited availability" product waivers?

    - A4.3: EPA will address the unavailability of domestic products through the waiver process, including potential national short-term waivers for specific products, if appropriate. To the extent practicable and with the intent to maximize domestic market and supply chain development, EPA intends to address issues of broad product unavailability with targeted, time-limited, and conditional waivers, as prescribed in OMB Guidance M-22-11. EPA will follow its robust and thorough product research processes (those put into place for the AIS requirements for the SRF and WIFIA programs and expanded for the new BABA requirements) to identify and determine those products for which proposed national/general applicability waivers may be appropriate.

- Q4.4: What information is needed when applying for a cost waiver under BABA?

    - A4.4: As part of the cost waiver request, the assistance recipient must demonstrate that implementation of the BABA requirements will increase the overall project cost more than 25 percent. Depending on the circumstances of the overall project cost increases, documentation to justify the cost waiver can vary but may include itemized cost estimates or bid tabulations comparing project costs with and without BABA implementation. Assistance recipients should begin assessing the potential cost impacts of the BABA requirements during the design phase of a project.

- Q4.5: Can administrative costs associated with tracking and verification of certifications be considered when determining if the cost of a project increases by 25 percent or more?

    - A4.5: Yes. Section 70914(b)(3) of the IIJA states that a waiver may be provided if the overall cost of the project increases by more than 25 percent due to the "inclusion of iron, steel, manufactured products, or construction materials produced in the United States." EPA interprets this to mean that the "inclusion" of the BABA-covered products could encompass

reasonable administrative costs associated with complying with the BABA requirements, such as staff, contractor, and technological resources to collect and track BABA compliance documentation.

- Q4.6: How can assistance recipients and construction contractors address product delivery delays?

    - A4.6: Assistance recipients should reasonably plan for material procurement to account for known potential supply chain issues or extended lead times and shall notify the funding authority well in advance of the issues so that prompt attention can be given to explore options. Where extended lead times for compliant products are impacting project schedules and may significantly impact construction progress, timely communication with the funding agency is important. For products that are unavailable within a reasonable timeframe to meet the objectives and schedule of a project, EPA may consider a non-availability waiver with adequate justification. An assistance recipient would need to apply for the waiver and contact its funding authority (such as EPA and/or a state) to initiate the waiver process.

SECTION 5: DOCUMENTING COMPLIANCE

- Q5.1: Who will be responsible for BABA enforcement?

    - A5.1: Responsibility for BABA implementation applies at all levels, from manufacturers to suppliers and distributors, construction contractors, assistance recipients, and funding authorities.

      The manufacturers have responsibility to provide adequate and accurate documentation of the products manufactured. If suppliers and distributors are involved, they are responsible for passing along compliance documentation for products supplied to projects that are subject to the BABA requirements.

      The assistance recipient and their representatives are primarily responsible for ensuring the documentation collected for products used on the project is sufficient to document compliance with the BABA requirements.

      The funding authority is responsible for providing oversight and guidance as needed to ensure the proper implementation of the requirements. The Uniform Grants Guidance (UGG) (Title 2 of the Code of Federal Regulations (CFR) Part 200) applies to many Federal financial assistance agreements that will include BABA requirements. The general provisions of 2 CFR Part 200 determine the responsible party for the grant funding authority.

      For information on SRF program roles and responsibilities, see question 7.6.

      At all levels, where fraud, waste, abuse, or any violation of the law is suspected, the Office of Inspector General (OIG) should be contacted immediately. The OIG can be reached at 1-888-546-8740 or OIG_Hotline@epa.gov. More information can be found at this website: http://www.epa.gov/oig/hotline.htm.

- Q5.2: When will the BABA requirements be assessed for compliance? Do assistance recipients need to have waivers for potential non-domestic products before assistance agreements are in place, at the time products are procured or products are incorporated into the project (i.e., used)?

    - A5.2: Compliance is assessed where the domestic product is used (or installed) at the project site. Proper compliance documentation, whether it is a BABA certification letter or a waiver, should accompany a product prior to its "use", in accordance with Section 70914(a) of IIJA. This may occur prior to assistance agreements being in place but is not necessary. Additionally, communication of BABA requirements through appropriate Terms and Conditions in financial assistance agreements and in project solicitation and contract documents is key in ensuring all parties involved are informed of the requirements for the project before construction is underway.

- Q5.3: How can product compliance with the BABA requirements be demonstrated?

    - A5.3: Assistance recipients and their representatives should ensure that the products delivered to the construction site are accompanied by proper documentation that demonstrate compliance with the law and be made available to the funding authority upon request. The documentation may be received and maintained in hard copy, electronically, or could be embedded in construction management software. The use of a signed certification letter for the project is the most direct and effective form of compliance documentation for ensuring products used on site are BABA-compliant prior to their installation; however, other forms of documentation are also acceptable as long as collectively, the following can be demonstrated:

        (1) Documentation linked to the project. For example, this can be in the form of the project name, project location, contract number, or project number.
        (2) Documentation linked to the product used on the project. For example, description of product(s) (simple explanation sufficient to identify the product(s)), or an attached (or electronic link to) purchase order, invoice, or bill of lading.
        (3) Documentation includes statement attesting that the products supplied to the assistance recipient are compliant with BABA requirement. Reference to the Infrastructure Investment and Jobs Act ("IIJA") or the Bipartisan Infrastructure Law (BIL) are also acceptable. For iron and steel items under BABA, references to the American Iron and Steel (AIS) requirements are also acceptable and reciprocal with BABA for such items.
        (4) Documentation that manufacturing occurred in the United States, which could include, for example, the location(s) of manufacturing for each manufacturing step that is being certified. It is acceptable for manufactured products to note a single point of manufacturing, documenting that the final point of manufacturing is in the United States. Note that each BABA category may require different determinations for compliance.
        (5) Signature of company representative (on company letterhead and signature can be electronic). The signatory of the certifying statement affirms their knowledge of the manufacturing processes for the referenced product(s) and attests that the product meets the BABA requirements.

In addition to compliance documentation, assistance recipients or their representatives should also conduct a visual inspection of the product when it arrives to the project site, especially for iron and steel products which are often stamped with the country of origin. (Note: A country of origin stamp alone is not sufficient verification of compliance with BABA and assistance receipts should not rely on it to ensure compliance.)

EPA may develop alternative procedures for demonstrating compliance. Additional project- or program-specific instructions may be developed on a case-by-case basis in order to meet individual circumstances.

- Q5.4: Will EPA provide a form or template for tracking and documenting compliance?
    - A5.4: EPA does not require a specified format for tracking or documenting compliance. Assistance recipients are free to develop any system (from simple to complex software) for tracking items used on the project and the accompanying compliance documentation, e.g., certification letters, applicable waivers, if it helps with implementation and compliance. Elements that may help with keeping track of compliance may include: product description, quantity required/used, product category (i.e., iron and steel, manufactured product, or construction material), status of obtaining certification letter, product cost, and whether the item might qualify as *de minimis*, or qualify under another applicable waiver.
- Q5.5: If a manufacturer claims to comply with the Buy American Act, does it also comply with BABA?
    - A5.5: No. With the exception of the AIS requirements – which EPA interprets to be equivalent to the "iron and steel" requirements under BABA – EPA does not have an interpretation about the comparability of other domestic preference requirements relative to BABA. Any products that are to be certified as compliant with BABA should include a specific reference to the BABA requirements and appropriate attestation from a responsible manufacturing company official. See Question 5.3 for EPA's recommendations for BABA certification letters.
- Q5.6: How will assistance recipients manage certification letters for hundreds, possibly thousands of products?
    - A5.6: EPA recognizes that the new BABA requirements will cover most products used in typical water and wastewater infrastructure projects, and that the number of items which may require certification at large and/or complex projects may reach several hundred. EPA is concerned about the potential administrative burden that this would place on assistance recipients. EPA recommends that projects with a high number of potentially covered products meet with their funding authority about potential compliance strategies to minimize burden and streamline compliance activity. Assistance recipients should prepare contract bid solicitation documents with a statement for the consulting engineers and construction firms as follows: "By signing payment application and recommending payment, Contractor certifies they have reviewed documentation for all products and materials submitted for payment, and the documentation is sufficient to demonstrate compliance with Build America,

Buy America Act requirements." In most cases, the assistance recipient's representatives may assume the responsibility for their clients to conduct due diligence on compliance with applicable domestic preference requirements.

- Q5.7: Who is responsible for documenting the 55 percent content requirement for manufactured products under BABA? What if the final manufacturer cannot trace or verify domestic origin for all components?

    - A5.7: The manufacturer who signs a certification letter is responsible for documenting compliance with any of the three categories of products (iron and steel, manufactured products, or construction materials). For manufactured products, BABA requires that greater than 55 percent of the total cost of all components of the manufactured product be from domestic sources. EPA recommends that the certification letter for manufactured products document whether the item passes the content test in the final product along with a statement attesting to compliance with the BABA requirements for manufactured products.

- Q5.8: How do final product fabricators document compliance when the final step of manufacturing may be simply assembling components?

    - A5.8: It is acceptable, in many cases, especially for highly complex manufactured products that utilize many sub-components, for the final point of assembly to certify without using a "step certification" process. Multiple certifications (i.e., step certifications) or a singular certification can be used for a product, as long as the certifying official is willing to attest to the product's compliance with BABA requirements at all stages of manufacturing.

- Q5.9: Will Material Test Reports be acceptable in lieu of a BABA certification for iron and steel?

    - A5.9: Material Test Reports (MTRs, commonly referred to as "Mill Certifications" or "Mill Certs") provide the chemical composition of steel and iron from a mill or foundry. If an MTR accompanies the delivery of steel or iron to a project site with an invoice or bill of lading, EPA will consider it sufficient to demonstrate compliance (equivalent to a certification letter) as long as the MTR includes a manufacturer representative's signature in addition to the location (city and state) of the mill/foundry. It is common for MTRs to be the first letter in a "step certification" if the product is further fabricated or painted, etc., by another manufacturer.

- Q5.10: Can a manufacturer use a fillable certification letter for products?

    - A5.10: EPA recommends that certifications be signed by representatives of the manufacturing entity. EPA does not oppose manufacturers using forms to internally develop letters within their company, thereby providing signed, non-manipulable certification letters to suppliers, distributors, and/or assistance recipients. A fillable form that can be changed by someone outside of the manufacturer after signature does not demonstrate compliance and may create compliance concerns for the manufacturer or assistance recipient.

- Q5.11: Are product certifications from suppliers and distributors allowed?

    - A5.11: EPA recommends that representatives of product manufacturers certify compliance and discourages suppliers and distributors from creating certification letters. EPA does not rule out the possibility that a third-party certification process, such as a certification by a distributor, may be viable. However, EPA is currently not aware of a system or proposed system that meets the EPA's recommendations for documentation of product certification.

- Q5.12: How long should assistance recipients keep compliance documentation?

    - A5.12: Assistance recipients should apply recordkeeping requirements for the project according to the procedures dictated by the funding authority. For most EPA grant programs, this is prescribed in the UGG at 2 CFR 200.334-200.338; e.g., the SRF programs require a minimum of three years. Other funding programs may require longer documentation retention periods.

SECTION 6: PROGRAMS WITH AMERICAN IRON AND STEEL REQUIREMENTS

- Q6.1: Does BABA supersede the American Iron and Steel (AIS) Requirements?

    - A6.1: The BABA requirements for items considered "iron and steel" are equivalent to those for covered iron and steel products under the AIS requirements in the Clean Water Act and the Safe Drinking Water Act. These requirements apply to the CWSRF, DWSRF, WIFIA, and Water infrastructure Community Grants. BABA includes a "Savings Provision" (Section 70917(b)) that states that BABA does not affect existing domestic content procurement preferences for infrastructure projects funded by Federal financial assistance programs that meet the requirements of section 70914. EPA views the AIS requirements as meeting the "iron and steel" product requirements of BABA Section 70914, as they both include the key requirement that items made of iron and steel be wholly manufactured in the United States from the point of melting and/or pouring the iron or steel components through final manufacturing step. Because of the "Savings Provision" of Section 70917, the AIS requirements satisfy the "iron and steel" requirements of BABA. For the programs that have AIS requirements, EPA intends to implement BABA requirements the same way for iron and steel items as it has done for AIS products.

- Q6.2: For iron and steel products, does a manufacturer need to demonstrate compliance from initial melting through the finished product?

    - A6.2: For iron and steel products, the BABA requirements are the same as the existing AIS requirements, in that all of the iron and steel in a covered product (that is, the product is comprised of more than 50 percent iron and steel by material cost) must be melted and poured in the United States and all subsequent manufacturing processes (such as grinding, rolling, bending, reheating, and casting) must occur in the United States.

Q6.3: Will EPA apply the same manufacturing standards for BABA iron and steel products as for the American Iron and Steel (AIS) requirements?

- A6.3: Yes. For AIS, EPA did not require raw materials used in the production of steel or iron to be domestically sourced. For BABA, EPA interprets the requirements to be the same. Hence, like AIS, raw materials in the production of iron and steel subject to BABA requirements would not need to be domestically sourced. The key step for both AIS and BABA domestic iron and/or steel production is the melting/pouring (that is, the location of the furnace), which must be in the United States.

- Q6.4: Will the certification process be similar to the process established for the American Iron and Steel requirements?

  - A6.4: EPA expects the certification process for the BABA requirements to be very similar to that established for the AIS requirements. For iron and steel products, the process should remain the same for AIS and BABA. EPA recommends for manufactured products and for construction materials that certification letters include direct reference to the product/material content requirements under BABA, in addition to an affirmative statement verifying that the product meets the BABA requirements.

- Q6.5: Will duplicate certification letters be required for AIS and BABA for iron/steel products?

  - A6.5: No. Compliance with BABA requirements will be sufficient to demonstrate compliance with AIS requirements for iron and steel products. If a project is subject to BABA, the only demonstration of compliance necessary is with the BABA requirements, of which the iron and steel requirements are equivalent to those of the AIS statutory requirements: the iron or steel in a product made primarily or predominantly of iron and steel (comprising more than 50 percent iron and steel by material cost) must be melted and/or poured in the United States and all subsequent manufacturing processes must occur in the United States.

SECTION 7: PROGRAM-SPECIFIC ISSUES

- Q7.1.: How do the BABA requirements apply to Community Grants?

  - A7.1: The Community Project Funding/Congressionally Directed Spending grants for the construction of drinking water, wastewater, and stormwater infrastructure and for water quality protection are subject to the requirements specified in the explanatory statement accompanying the Consolidated Appropriations Act (Explanatory Statement for Division G of P.L. 117-13, the Consolidated Appropriations Act of 2022). The explanatory statement asserts: "Applicable Federal requirements that would apply to a Clean Water State Revolving Fund or Drinking Water State Revolving Fund project grant recipient shall apply to a grantee receiving a CPF grant under this section." Therefore, the federally funded Community Project Funding/Congressionally Directed Spending grants are subject to the same requirements that apply to CWSRF or DWSRF projects, including BABA and AIS requirements. See also A1.2.

- Q7.2: Should SRF projects covered by the BABA SRF Projects Design Planning Adjustment Period Waiver follow the same procedures for demonstrating compliance as outlined for American Iron and Steel requirements?

    - A7.2: Yes. The SRF Design Planning Adjustment Period waiver does not waive the iron and steel requirements under BABA. The SRF programs have existing domestic preference requirements for SRF projects under CWA Section 608 and SDWA Section 1452(a)(4) (AIS requirements) to use iron and steel products that are produced in the United States. Sections 70917(a) and (b) of BIL explain the application of BABA to existing domestic preference requirements. Specifically, the savings provision in Section 70917(b) states that existing domestic preference requirements that meet BABA requirements are not affected by BABA. The statutory AIS requirements were existing at the time BABA became law and satisfy the BABA iron and steel requirements. Therefore, the statutory AIS requirements that have previously applied to SRF-funded projects will continue to do so, and compliance with AIS requirements will satisfy the BABA iron and steel requirements. Demonstration of compliance for iron and steel products will follow the AIS implementation policies for projects subject to the waiver.

- Q7.3: For SRF programs, is BABA considered a federal cross-cutting authority? (i.e., do "equivalency" rules apply?)

    - A7.3: Yes, BABA is considered a federal cross-cutting requirement that applies to SRF assistance equivalent to the federal capitalization grant (i.e., "equivalency" projects). EPA's SRF regulations at 40 CFR 35.3145 and 35.3575 require states and recipients of SRF funds equivalent to the amount of the federal capitalization grant to comply with federal cross-cutting requirements. Section 70914 of the IIJA, which states when a Buy America preference applies, explains that "none of the funds made available for a Federal financial assistance program for infrastructure…may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Therefore, BABA only applies to projects funded in an amount equivalent to the federal capitalization grant and not to those projects receiving funds in excess of the capitalization grant (i.e., "non-equivalency" projects). (Note: The AIS requirements continue to apply for all SRF projects, including non-equivalency projects, and all WIFIA and Community Grant projects, because equivalency does not apply.)

- Q7.4: Do the BABA requirements apply to Drinking Water State Revolving Fund set-asides?

    - A7.4: Due to requirements related to the deposit of funds in the DWSRF program, almost all of the funds used to conduct set-aside activities are Federal dollars. Therefore, Federal cross-cutting requirements must be applied to all set-aside activities. However, in the case of most set-aside activities, the cross-cutting requirements will not be implicated because of the nature of the activities conducted under the set-asides. Because the BABA requirements only apply to infrastructure, and infrastructure typically is not an eligible set-aside expenditure (with one potential exception being loans for incentive-based source water protection

measures under the Local Assistance and Other State Programs Set-Aside), the BABA requirements will not apply to most set-aside activities.

- Q7.5: What if an SRF project is refinanced using Federal financial assistance on or after May 14, 2022?

    - A7.5: If an SRF project began construction, financed from another funding source, prior to May 14, 2022, but is refinanced through an assistance agreement executed on or after that date, BABA requirements will apply to all construction that occurs on or after May 14, 2022, through completion of construction, unless a waiver applies. There is no retroactive application of the BABA requirements where a refinancing occurs for an SRF project that has completed construction prior to May 14, 2022. (Note: If SRF funding is used for the refinancing, the AIS requirements may still apply depending on the timing of construction.)

- Q7.6: What are the roles and responsibilities for SRF programs for BABA implementation?

    - A7.6: Implementation of the BABA requirements for the State Revolving Fund programs will continue the roles and responsibilities from the successful AIS implementation process.

      As with AIS, it is both the assistance recipient's and the state's responsibility to ensure compliance with the BABA requirements. The state is the recipient of a federal capitalization grant and must comply with all grant conditions, including a condition requiring adherence to BABA requirements.

      Consequently, states are strongly advised to conduct site visits of projects during construction and review documentation demonstrating the assistance recipient's proof of compliance. In EPA's experience, most states conduct periodic site visits and arrange timely meetings with funded projects. Observed best practices typically include a meeting early in the process (sometimes before bid and usually prior to commencing construction) and at least one project site visit during the construction process. Assistance recipients must maintain documentation of compliance with the BABA requirements, as explained in question 5.3. The documents must be kept by the assistance recipient and should be reviewed by the state during project reviews.

      The state's role in the waiver process is to review any waiver requests submitted to the state to ensure that all necessary information has been provided by the assistance recipient prior to forwarding the request to EPA. If a state finds the request lacking, the state should work with the assistance recipient to help obtain complete information. Question 4.1 explains the information needed by EPA to expediently review a waiver request.

      In order to implement the BABA requirements, EPA has developed an approach for effective and efficient implementation of the waiver process to allow projects to proceed in a timely manner. The framework described below will allow states, on behalf of the assistance recipients, to apply for waivers of the BABA requirements directly to EPA Headquarters. Only waiver requests received and/or endorsed from states will be considered. Pursuant to BABA, EPA has the responsibility to make findings as to the issuance of waivers to the BABA requirements.

Step-by-step SRF Waiver Process

The waiver process begins with the assistance recipient. To fulfill the BABA requirements, the assistance recipient must in good faith design the project (where applicable) and solicit bids for construction with American-made iron and steel, manufactured goods, and construction materials. It is essential that the assistance recipient include the BABA terms in any request for proposals or solicitations for bids, and in all contracts (see Appendix 2 for sample construction contract language). The assistance recipient may receive a waiver at any point before, during, or after the bid process, if one or more of three statutory conditions is demonstrated to EPA and approved.

To apply for a project-specific waiver, the assistance recipient should email the request in the form of a Word document (.doc) or editable PDF (.pdf) to the funding program. It is strongly recommended that each state identify a person or persons for BABA communications. The state designee(s) will review the application for the waiver and determine whether the necessary information has been included (Note: More information may be provided in the future regarding what information is required to be included in waiver requests). Once the waiver application is complete, the designee will forward the application to CWSRFWaiver@epa.gov or DWSRFWaiver@epa.gov.

Evaluation by EPA

After receiving an application for waiver of the BABA requirements and ensuring sufficient information was provided, EPA will publish the request on its website for 15 days and receive public comment. EPA will then determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver.

In the event that EPA finds that adequate documentation and justification has been submitted, the Administrator may grant a waiver to the assistance recipient. EPA will notify the state designee whether a waiver request has been approved or not approved as soon as such a decision has been made. Granting such a waiver is a four-step process:

1. Research – After receiving an application for a waiver, EPA will perform market research to determine whether the iron, steel, manufactured goods, or construction materials are available domestically.

2. Posting – After research, if no domestic product has been identified, EPA is required to publish the application and all material submitted with the application on EPA's website for 15 days. During that period, the public will have the opportunity to review the request and provide informal comment to EPA. The website can be found at: https://www.epa.gov/cwsrf/build-america-buy-america-baba-waivers-open-public-comment.

3. Evaluation – After receiving an application for waiver of the BABA requirements, EPA will determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver to determine whether or not to grant the waiver.

3. Signature of waiver approval by the Administrator or another agency official with delegated authority – As soon as the waiver is signed and dated, EPA will notify the State SRF program and post the signed waiver on the Agency's website. The assistance recipient should keep a copy of the signed waiver in its project files.

(Note: Additional steps may be required in the future regarding the waiver process depending on additional guidance from OMB)

APPENDIX 1

Example Build America, Buy America (BABA) Act Construction Contract Language

ALL CONSTRUCTION CONTRACTS MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE BABA REQUIREMENTS. THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN A PROJECT'S CONSTRUCTION CONTRACT. EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THIS CLAUSE WITH RESPECT TO STATE OR LOCAL LAW:

The Contractor acknowledges to and for the benefit of the _____ ("Owner") and the _____ (the "Funding Authority") that it understands the goods and services under this Agreement are being funded with federal monies and have statutory requirements commonly known as "Build America, Buy America;" that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States ("Build America, Buy America Requirements") including iron and steel, manufactured products, and construction materials provided by the Contactor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and Funding Authority (a) the Contractor has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the Owner or the Funding Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner or Funding Authority to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner or Funding Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Funding Authority or any damages owed to the Funding Authority by the Owner). If the Contractor has no direct contractual privity with the Funding Authority, as a lender or awardee to the Owner for the funding of its project, the Owner and the Contractor agree that the Funding Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Funding Authority.

APPENDIX 2

Example Build America, Buy America (BABA) Act Assistance Agreement Language

ALL FEDERAL FINANCIAL INFRASTRUCTURE ASSISTANCE AGREEMENTS MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE BABA REQUIREMENTS. THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN AN ASSISTANCE AGREEMENT (E.G., SRF LOAN AGREEMENT). EPA MAKES NO CLAIMS REGARDING THE LEGAL SUFFICIENCY OF THIS CLAUSE WITH RESPECT TO STATE LAW:

Comply with all federal requirements applicable to the assistance received (including those imposed by the Infrastructure Investment and Jobs Act ("IIJA"), Public Law No. 117-58) which the Participant understands includes, but is not limited to, the following requirements: that all of the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States ("Build America, Buy America Requirements") unless (i) the Participant has requested and obtained a waiver from the cognizant Agency[1] pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (ii) all of the contributing Agencies have otherwise advised the Participant in writing that the Build America, Buy America Requirements are not applicable to the Project.

Comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as EPA and/or a state), such as performance indicators of program deliverables, information on costs and project progress. The Participant 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 applicable legal requirements and this Agreement may result in a default hereunder that results in a repayment of the assistance agreement in advance of the maturity of the Bonds, termination and/or repayment of grants, cooperative agreements, direct assistance or other types of financial assistance, and/or other remedial actions.

[1] From OMB Guidance M-22-11: To avoid a need for duplicative waiver requests from entities that receive funding for one infrastructure project through multiple Federal agencies, the Federal agency contributing the greatest amount of Federal funds for the project should be considered the "Cognizant Agency for Made in America" and should take responsibility for coordinating with the other Federal awarding agencies. Such coordination will provide uniform waiver criteria and adjudication processes, minimize duplicative efforts among Federal agencies, and reduce burdens on recipients. The Cognizant Agency for Made in America shall be responsible for consulting with the other Federal awarding agencies, publicizing the proposed joint waiver, and submitting the proposed joint waiver for review to MIAO.

APPENDIX I

Example Build America, Buy America (BABA) Act Construction Contract Language

ALL CONSTRUCTION CONTRACTS MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE BABA REQUIREMENTS. THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN A PROJECT'S CONSTRUCTION CONTRACT. EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THIS CLAUSE WITH RESPECT TO STATE OR LOCAL LAW:

The Contractor acknowledges to and for the benefit of the_____("Owner") and the _____(the "Funding Authority") that it understands the goods and services under this Agreement are being funded with federal monies and have statutory requirements commonly known as "Build America, Buy America;" that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States ("Build America, Buy America Requirements") including iron and steel, manufactured products, and construction materials provided by the Contactor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and Funding Authority (a) the Contractor has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the Owner or the Funding Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner or Funding Authority to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner or Funding Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Funding Authority or any damages owed to the Funding Authority by the Owner). If the Contractor has no direct contractual privity with the Funding Authority, as a lender or awardee to the Owner for the funding of its project, the Owner and the Contractor agree that the Funding Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Funding Authority.

APPENDIX 2

Example Build America, Buy America (BABA) Act Assistance Agreement Language

ALL FEDERAL FINANCIAL INFRASTRUCTURE ASSISTANCE AGREEMENTS MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE BABA REQUIREMENTS. THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN AN ASSISTANCE AGREEMENT (E.G., SRF LOAN AGREEMENT). EPA MAKES NO CLAIMS REGARDING THE LEGAL SUFFICIENCY OF THIS CLAUSE WITH RESPECT TO STATE LAW:

Comply with all federal requirements applicable to the assistance received (including those imposed by the Infrastructure Investment and Jobs Act ("IIJA"), Public Law No. I 17-58) which the Participant understands includes, but is not limited to, the following requirements: that all of the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States ("Build America, Buy America Requirements") unless (i) the Participant has requested and obtained a waiver from the cognizant Agency[1] pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (ii) all of the contributing Agencies have otherwise advised the Participant in writing that the Build America, Buy America Requirements are not applicable to the Project.

Comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as EPA and/or a state), such as performance indicators of program deliverables, information on costs and project progress. The Participant 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 applicable legal requirements and this Agreement may result in a default hereunder that results in a repayment of the assistance agreement in advance of the maturity of the Bonds, termination and/or repayment of grants, cooperative agreements, direct assistance or other types of financial assistance, and/or other remedial actions.

[1]From OMB Guidance M-22- 11: To avoid a need for duplicative waiver requests from entities that receive funding for one infrastructure project through multiple Federal agencies, the Federal agency contributing the greatest amount of Federal funds for the project should be considered the "Cognizant Agency for Made in America" and should take responsibility for coordinating with the other Federal awarding agencies. Such coordination will provide uniform waiver criteria and adjudication processes, minimize duplicative efforts among Federal agencies, and reduce burdens on recipients. The Cognizant Agency for Made in America shall be responsible for consulting with the other Federal awarding agencies, publicizing the proposed joint waiver, and submitting the proposed joint waiver for review to MIAO.

Approved: December 20, 2024

Expires: December 19, 2027

DEPARTMENT OF THE INTERIOR
Bureau of Reclamation
and
The U.S. Environmental Protection Agency

General Applicability Non-Availability Waiver
Build America, Buy America Product Waiver: AMI Water Meters

1. Summary

Agency: Department of the Interior (DOI/Department)'s Bureau of Reclamation (USBR) and the U.S. Environmental Protection Agency (EPA)

Final Waiver: The Department is joining the EPA to issue a partial general applicability/nonavailability waiver of the requirements of section 70914 of the Build America, Buy America Act included in the Infrastructure Investment and Jobs Act (Pub. L. No. 117-58) for Advanced Metering Infrastructure (AMI) water meters used in infrastructure projects funded through USBR and the EPA, while requiring certain components of the water meters to be manufactured in the United States according to the phased implementation schedule below. This waiver is in effect for three (3) years from the date of approval. DOI and the EPA are implementing a phased approach during the waiver period, whereby, for two years from the date of approval, purchases of AMI meters and all components (the entire "manufactured product") are waived. Two (2) years from the date of approval, AMI meter housings shall be domestically manufactured or produced and excluded from the waiver scope; all other components continue to be waived through the end of the three-year period. This waiver only applies to products purchased after the effective date of this waiver and may not be used for products purchased after the expiration date of the waiver. At the conclusion of the full three-year waiver period, DOI and the EPA expect AMI water meters to be manufactured in the United States and their total cost of components to be greater than 55 percent domestically manufactured or produced.

Waiver type: Nonavailability of domestic products

Waiver level: General Applicability, Product level waiver

Waiver justification summary: There are no AMI water meters manufactured in the United States meeting BABA's 55 percent total cost of components domestic content requirement.

Length of the waiver: This waiver is in effect for three (3) years from the date of approval. DOI and the EPA are implementing a phased approach during the waiver period, whereby, for two years from the date of approval, purchases of AMI meters and all components (the entire "manufactured product") are waived. Two (2) years from the date of approval, AMI meter housings shall be domestically manufactured or produced components and will be excluded from the waiver scope. This waiver only applies to products purchased after the effective date of this waiver and may not be used for products purchased after the expiration date of the waiver.

Summary of items covered in the waiver:

- AMI water meters.

NAICS: 334514
PSC: 6632

2. Background

The Buy America Preference set forth in section 70914 of the Build America, Buy America Act included in the Infrastructure Investment and Jobs Act (Pub. L. No. 117-58), requires all iron, steel, manufactured products, and construction materials used for infrastructure projects under Federal financial assistance awards be produced in the United States.

Under section 70914(b), a Federal agency may waive the application of the Buy America Preference, in any case in which it finds that: applying the domestic content procurement preference would be inconsistent with the public interest; types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. All waivers must have a written explanation for the proposed determination; provide a period of not less than 15 calendar days for public comment on the waiver; and submit the waiver to the Office of Management and Budget Made in America Office for review to determine if the waiver is consistent with policy.

3. Description of Covered Items

Manufactured products: AMI water meters collect water usage information. When used as a fixed network across a community, AMI water meters automatically collect and store consumption data, aiding in water conservation and water use efficiency, improved water management, and energy savings. Information provided helps identify high water usage that could indicate leaks, providing time sensitive leak detection alerts. AMI water meter networks reduce water demand by enhancing conservation, reduce energy use/operating costs, and reduce carbon emissions using remote/automated meter reads.

AMI water meters are composed of meter housings, end points/transmitters, printed circuit boards, meter electronics, batteries, base stations, repeaters and associated equipment. Based on market research completed within the last two years, some manufacturers source the materials for the meter housings domestically. A few manufacturers indicated that their meter housings are 100 percent manufactured or produced within the United States. However, the industry universally sources the end points/transmitters, printed circuit boards, meter electronics, and batteries internationally. As these components are the most expensive parts of the water meter, the meter system as a whole does not meet BABA's 55 percent of total cost of components domestic content requirement.

Based on the market research described below, there are currently no AMI water meters manufactured domestically that meet BABA requirements.

4. Waiver Justification

Based on cumulative and collaborative market research efforts, DOI and the EPA are issuing a three-year waiver split into two phases. In the first phase, a waiver shall be provided for two years from the date of approval to cover AMI meters and all their components. Two (2) years

from the date of approval, AMI meter housings shall be a domestically manufactured or produced component, but other AMI water meter components will continue to be waived. At the conclusion of the three-year waiver period, DOI and the EPA anticipate that AMI water meters (i.e., bundled with their component parts) will be available as a manufactured product with 55 percent or more of the components domestically manufactured or produced.

This waiver's purpose is to incentivize production of BABA compliant AMI water meters. Based on stakeholder feedback, DOI and the EPA have identified that significant challenges prevent AMI water meters from being BABA compliant. However, with appropriate market signals, AMI water meters could be BABA compliant by the expiration of the waiver. DOI and the EPA are seeking this waiver specifically to send the appropriate market signals to the AMI water meter manufacturing community. DOI and the EPA's expectation is that AMI water meters be BABA compliant. This waiver identifies a realistic phased pathway for domestic manufacture of these products, first by targeting the domestic manufacture of meter housings, with the second phase for the remaining components of an AMI water meter that are not currently available to be manufactured or produced within the United States. As an incentive, while this waiver is active, manufacturers may still receive the benefit of Federal funding by providing products to be used under Federal awards, with the phased approach rewarding those manufacturers that take advantage of the waiver period to transition to domestic content.

Anticipated impact if no waiver were issued: DOI's USBR provides annual funding for the competitive Water and Energy Efficiency Grant (WEEG) program, which regularly funds AMI water meter projects. As no BABA compliant AMI water meter is available, there is no alternative but for these projects to be covered by a product or project waiver. In FY23 alone, USBR's WEEG program competitively selected water meter grants totaling $43 million Federal and $90 million non-Federal funding. This $134 million investment is expected to result in an annual water savings of over 20,000 acre-feet. Based on historical data, the EPA anticipates that at least 10 percent of all EPA funded water infrastructure projects will purchase and install AMI water meters. The majority of these will occur through the State Revolving Fund, the Water Infrastructure Finance and Innovation Act program, and other funding programs. As no BABA compliant AMI water meter is available, there is no alternative but for these projects to be covered by a product or project waiver.

In the absence of this waiver, DOI, the EPA, and the Federal grant-making community will miss an opportunity to clearly articulate expectations for creating a domestically manufactured or produced market to the AMI water meter manufacturing community. This could have the impact of slowing the long-term domestic sourcing transition, and curtailing Federal participation in AMI water meter projects, which would weaken support for communities throughout the West that are struggling to conserve their declining water supply.

Market Research to Justify Product Non-Availability Waiver: From 2022 through 2024, DOI, the EPA, and grant recipients conducted market research to assess the availability of domestically manufactured AMI water meters. As a result of this cumulative market research, there is no known manufacturer of AMI water meters, that meet BABA's domestic production requirements.

All manufacturers responsive to market research inquiries stated that they are in the process of evaluating the idea of moving manufacturing to the U.S., but have no immediate plans or timeframes identified. As there are upwards of fifty (50) components to an AMI water meter system, evaluating the domestic sourcing of the manufactured product as a whole through the component cost break down is a significant effort. Should key high-cost components of an AMI water meter be manufactured within the U.S. in the future, this could lead to a domestically produced manufactured product meeting the 55 percent BABA requirement.

DOI and the EPA considered whether an AMI water meter waiver could target certain components, such as the internal electronics and end points, rather than the AMI water meter as a whole. Transmitters, printed circuit boards, meter electronics, batteries, and end points used within AMI water meters were identified as the components most difficult to source domestically. Market research feedback has indicated that one component of the AMI meter -- the meter housings -- are manufactured domestically by several manufacturers. However, BABA-compliant water meter housings are not available immediately in sufficient quantities to meet demand, nor are they universally compatible. This waiver, through the phased approach, reflects market research and public comments confirming that water meter housing components can be manufactured domestically within two years. DOI and the EPA also considered whether this waiver could be targeted to AMI water meters below a size threshold but found no evidence to support targeting specific size thresholds.

To gain additional industry feedback on materials used in water infrastructure products, such as AMI water meters, the EPA published a Request for Information (RFI) *Request for Information Regarding Products and Categories of Products Used in Water Infrastructure Programs* in the Federal Register on November 20, 2023, which closed on December 20, 2023, EPA-HQ-OW-2023-0396-0001). The RFI requested feedback detailing domestic materials sourcing, market readiness, other product supply considerations, and whether water infrastructure products are manufactured in the U.S. The EPA and DOI examined the 12 comments that provided feedback on the domestic availability of water meters.

In general, commentors to the RFI noted that manufacturers need time to assess, design, develop, and test new lines of domestically produced products consistent with BABA requirements. Component changes on manufactured goods require re-evaluation periods to reduce major issues in manufacturing. This includes establishing new domestic production facilities, new BABA compliant lines of domestic products, and staffing for the new facilities. Commenters also reported significant concerns with stocking burdens, customer communication issues, and production capacity issues. Commenters noted that there are significant issues related to the domestic sourcing of electronics. Commenters note that there is no support to offset the foreign procurement of the electronics. One commentor shared that they were unlikely to meet the BABA domestic component sourcing requirements within five years, as the effort requires a significant time and funding investment.

Given that it is not possible for all future funded AMI water meter projects to source the meter housings from the few domestic sources, (for the above described compatibility and market lead times concerns), DOI and the EPA are issuing a time-limited three-year phased waiver, in which all components of the water meter product are waived in phase one. This initial, two-year phase

of the waiver covers all components of the AMI smart meter to provide an opportunity for manufacturers to assess the sourcing of their meter housings and transition to a domestic supply for that component. The second phase of this waiver, which begins two (2) years from the date of approval, extends waiver coverage to components of the AMI water meter except the meter housing, for the third of three years, whereby AMI water meter housings will be required to be domestically manufactured at that time.

DOI and the EPA consider this waiver to provide a significant market signal and time for manufacturers to analyze current issues and develop strategies to create domestically manufactured or produced products that are consistent with BABA requirements. This will also give time to assess, design, develop, and test new lines of the domestic products. Responses to the EPA's RFI were generally consistent with the feedback DOI had previously received.

DOI and the EPA consider this waiver's incentive-based approach to be appropriate and fair for both manufacturers that have manufactured or produced some of their AMI water meter components domestically and those that have not prioritized a domestic supply of components prior to the enactment of the Infrastructure Investment and Jobs Act, sometimes referred to the Bipartisan Infrastructure Law. Manufacturers not sourcing their components domestically will have sufficient and reasonable time to reassess, plan, and implement changes. Manufacturers currently sourcing some of their products domestically will have sufficient and reasonable time to source the high-cost components of AMI water meters domestically. While the industry as a whole manages this transition, DOI and the EPA may continue to fund projects to conserve and efficiently use water resources through the use of AMI water meters. An analysis will be required immediately prior to the conclusion of the waiver period to identify how the AMI water meter industry has shifted in response to changing market conditions.

Expectation for the agency, award recipients, and industry at the conclusion of the waiver:
DOI and the EPA expect to continue to engage in conversations with grant recipients and other Federal agencies to encourage the AMI water meter manufacturing industry to meet the 55 percent of total cost domestic content requirement for BABA compliance.

DOI and the EPA will review this waiver annually to assess whether it remains necessary. DOI and the EPA may, based on the results of that review, terminate, or narrow the scope or duration of this waiver, or take such other action deemed as appropriate.

5. Assessment of Cost Advantage of a Foreign-Sourced Product

Under OMB Memorandum M–24-02, Federal agencies are expected to assess "whether a significant portion of any cost advantage of a foreign-sourced product is the result of the use of dumped steel, iron, or manufactured products or the use of injuriously subsidized steel, iron, or manufactured products" as appropriate before granting a public interest waiver. DOI and the EPA's analysis has concluded that this assessment is not applicable to this waiver as this waiver is not based on the cost of foreign-sourced products.

6. Summary of Public Comments

The waiver received sixteen (16) public comments over the thirty (30) day publication period from August 30, 2024 through September 28, 2024. Five (5) municipal water authorities, four (4) manufacturing entities, three (3) state revolving fund programs, two (2) water infrastructure associations, one (1) national manufacturing association, and one (1) consulting engineer submitted comments. None of the comments opposed the waiver, in general. Most comments included detailed information for consideration, all of which were substantive. While commenters expressed support for the waiver generally, many raised concerns with aspects of the waiver including the phasing and overall duration, component specificity, nomenclature, and scope.

Many commenters requested the waiver duration be extended beyond the three years proposed, noting that additional time appears necessary to scale up and build production for the potential demand cited in the proposal. DOI and the EPA considered the comments regarding waiver duration and determined that the points raised did not warrant extension beyond the proposed three-year duration. Market research for this waiver identified several domestic manufacturing entities that have made recent investments in domestic manufacturing, and comments to the waiver confirm that increasing domestic supply will be available nearing the end of the waiver period. Extension of the waiver beyond three years may disincentivize potential investment and expansion of the developing domestic sources. Before the conclusion of the waiver, DOI and the EPA will re-evaluate the conditions of supply chains for water meters. Should domestic availability continue to be a concern and the identified domestic manufacturing base is unable to ramp up production to meet expected demand, the expiring waiver will be re-considered.

Comments also asked for clarification on the timing of the waiver phases, noting that the language in the proposal caused some confusion about the sequence of the phases whereby some commenters interpreted the total waiver time period as five years, which was not the intent of the proposal. This final waiver includes adjusted language to clarify the phases of the waiver, as follows: The first phase, which is two (2) years in duration, covers AMI meters and all their components. Two (2) years from the date of approval, AMI meter housings shall be a domestically manufactured or produced component, but all other components continue to be waived for the final year of the waiver. The total duration of the waiver is three (3) years.

Several comments expressed concerns with terminology used in the waiver, including references to water meter "bodies" and "resins," in addition to requesting clarification regarding the components of a water meter manufactured product. The consensus of comments recommended changing "bodies" to "housings" to clarify and avoid confusion, a change which is reflected in the final waiver. Additionally, comments recommended striking "resins" from inclusion in the components list describing typical water meter products, noting that the resins are typically input materials that are used to produce components (such as meter housings), and therefore are not directly incorporated into the final manufactured product. The term "resins" has been removed from the final waiver. The final waiver does not, however, include any other changes in reference to the components of a water meter product. DOI and the EPA examined the comments and while the consensus of comments requests delineation of all known, specific components of a water meter product, or to refer to the products as "systems," the final waiver is unchanged from the proposal in this aspect. Several comments noted that the technologies can differ

significantly across brands and models, and that products are evolving rapidly. In order to avoid confusion and mischaracterization of product types, the final waiver retains the example list of water meter product components (such as meter housings, end points/transmitters, printed circuit boards, meter electronics, batteries, base stations, repeaters, and associated equipment), noting that components can differ depending on the water meter system in use or the needs of specific projects. DOI and the EPA view this list of components as a reasonable instructive example of what comprises a water meter manufactured product.

The waiver requested comments regarding the substitutability and compatibility of meter housings and meters from different manufacturers. Six (6) commenters responded that AMI water meters from different manufacturers are not compatible without loss of "AMI" features. One (1) commenter shared that intermingling components would likely void product warranties. DOI and EPA, therefore, consider it important to provide sufficient time and appropriate phasing of this waiver to encourage a market-wide domestic sourcing transition.

The waiver requested comments regarding a potential domestic assembly requirement, to which two (2) commenters responded substantively. One (1) commenter requested expanding the timeframe of the waiver significantly in order to include a domestic assembly requirement after four (4) years. Another commenter responded noting that they could presently domestically assemble a portion of the projected national supply for AMI water meters and could expand that domestic assembly capability to a larger portion (though far less than half of the total) of the demand with further investment, but the timing for the expansion was not provided. While DOI and the EPA appreciate the manufacturing entities' encouraging efforts toward domestic assembly, and strongly recommend recipients to utilize domestically assembled water meters when available, comments did not indicate market readiness for domestic assembly across the industry. The comments did not address or remove concerns that including a domestic assembly requirement within the three-year waiver period would alleviate existing supply chain issues. In light of many comments received emphasizing compatibility issues for municipal projects, the evidence for domestic assembly sourcing to supply the wide range and full projected needs of recipient projects does not warrant inclusion of an assembly requirement during the waiver period.

The waiver applies coverage at the point of purchase. Several comments requested that the final waiver include a change or further clarification to the applicability point for the acquisition of water meters. DOI and the EPA consider the purchase date stipulation to be a clear signal point of waiver applicability for manufacturers and a workable definition for recipients and oversight authorities. Other commenter suggested reference points could create confusion between manufacturers and recipients, ultimately undermining the waiver intent and potentially inviting noncompliance through misapplication of the waiver. The EPA has demonstrated success from past national waivers with the use of purchase date as the waiver applicability point, providing clarity for manufacturers, financial assistance recipients (including sub-recipients), and compliance oversight authorities.

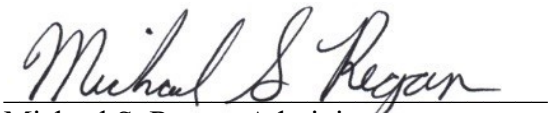
Several comments requested expansion of the waiver to include other types of flow meters beyond AMI water meters. DOI and the EPA are not expanding the waiver to include additional meter types at this time. Although the comments shared supply chain concerns for additional

meter types, the information available does not provide sufficient detail to support expansion of the waiver. DOI and the EPA will continue to evaluate supply chains for these products and may examine future waiver actions based on additional market research or project-specific waiver requests.

Multiple commenters requested the waiver apply to projects with AMI water meter projects already underway, noting that supply chain issues identified in the waiver apply to current activity equally as to future purchases. DOI and the EPA acknowledge that active water meter projects that have already received federal financial assistance for AMI smart water meters are not within the scope of this waiver, noting that extension of this waiver for these situations would "retroactively" apply the waiver, a policy prohibited through M-24-02. If a project has concerns or uncertainty about the status of their project relative to this waiver, DOI and the EPA recommend that projects contact the appropriate funding authority to discuss the specifics of ongoing projects.

For more information on the Buy America Preference, please reference www.doi.gov/grants/buyamerica or MadeinAmerica.gov and www.epa.gov/cwsrf/build-america-buy-america-baba.

The EPA hereby issues this general applicability/nonavailability waiver of the requirements of section 70914 of the Build America, Buy America Act included in the Infrastructure Investment and Jobs Act (Pub. L. No. 117-58) for AMI water meters used in infrastructure projects.



Michael S. Regan, Administrator
U.S. Environmental Protection Agency