



August 21, 2025

**ADDENDUM #4  
BL040-25  
Lester Woods / Woodview Drive Water Main Replacements**

The following addition/changes modify the Bid No. BL040-25 "Lester Woods / Woodview Drive Water Main Replacements" Contract Documents, dated July 2025, as first advertised on July 16, 2025.

**\*\*\*BID SUBMITTAL DEADLINE HAS BEEN POSTPONED UNTIL  
SEPTEMBER 3, 2025, NO LATER THAN 2:50PM\*\*\***

**I. Revisions:**

- R1. Please replace the A30. Response from Addendum #1 with the following verbiage:  
*This contract is subject to the Environmental Protection Agency's Disadvantaged Business Enterprise Program. The contractor shall carry out the applicable requirements of 40 C.F.R. Pt. 33, including providing meaningful opportunities for DBEs when procuring construction services, equipment, supplies, or other related services; making good faith efforts to solicit and engage DBEs, and complying with EPA's contract administration requirements, including documentation, oversight, and reporting.*
- R2. Replace the attachment to the Front-end documents titled "Required Contract Provisions for Non-Federal Entity Contracts Under Federal Awards" with the new document of the same name attached to this addendum. The documents "Executive Order No. 11246" and "FWHW-1273 - Revised May 1, 2012 Required Contract Provisions Federal-Aid Construction Contracts" included in the Front-end documents are deleted.
- R3. The attachments to this addendum are added to the lists of bid documents and contract documents throughout the Front-end documents and must be completed by all vendors in order for their bid to be considered.

**II. Question & Answer:**

- Q1. Are contractors allowed to close lanes during the work zone time or not?**
- A1. Yes, temporary lane closure can be utilized to ensure buses and normal residential traffic can flow. Contractor should use plates at each driveway entrance to allow constant access.

**III. Attachments:**

- A1. Federal Compliance Requirements EPA Disadvantaged Business Enterprise (DBE) Program
- A2. Required Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

Acknowledge receipt of this addendum on the bid form page (18) of the Frontend Bid Package.

Thank you,

Brittany Bryant, CPPB  
Purchasing Associate III

Federal Compliance Requirements  
**EPA Disadvantaged Business Enterprise (DBE) Program**

This construction project is federally funded through the U.S. Environmental Protection Agency (EPA). 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 [40 CFR 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 or other legally available remedies.

Applicable requirements of 40 CFR part 33 include, but are not limited to, the following:

**1. Participation by Disadvantaged Business Enterprises**

Prime contractors awarding subcontracts must provide opportunities for DBEs when procuring construction services, equipment, supplies, or other related services.

**Reference:** 40 CFR § 33.301

**2. DBE Program Compliance Requirements**

All awarded contractors must adhere to the following provisions:

**a. Good Faith Efforts – 40 CFR § 33.301**

Prime contractors must make and document six good faith efforts to solicit and engage DBEs. These include outreach, advertising, and negotiation practices.

Details available at: [40 CFR § 33.301\(a\)-\(f\)](#)

**c. Contract Administration – 40 CFR § 33.302**

Prime contractors must comply with EPA's contract administration provisions, including documentation, oversight, and reporting.

**c. Bidder's List – 40 CFR § 33.501**

Prime contractors and subcontractors must maintain and provide a bidders list of all firms expressing interest in bidding, including DBEs.

**e. Fair Share Objectives – 40 CFR Part 33, Subpart D**

Contractors must support the recipient's EPA-approved fair share objectives for DBE participation.

**g. Recordkeeping – 40 CFR Part 33, Subpart E**

Contractors must retain all documentation demonstrating compliance with DBE requirements, including outreach efforts, bidder responses, and subcontractor agreements.

### **3. Enforcement and Penalties**

Failure to comply with these DBE requirements may result in disqualification from award consideration or enforcement actions under federal grant regulations.

Does vendor acknowledge and agree to the above?

YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS  
UNDER FEDERAL AWARDS**

The contract(s) resulting from this procurement process will be funded in whole or in part by federal funds. The following provisions are required and apply when federal funds are expended for any contract resulting from this procurement process. Vendor agrees that the following certifications are incorporated into Contract # \_\_\_\_\_ as if completely restated herein.

**(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Provision (A) above, Gwinnett County reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**(B) Termination for cause and for convenience including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000).**

Pursuant to Provision (B) above, Gwinnett County reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Such a termination would be a termination for cause. Gwinnett County also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Gwinnett County believes, in its sole discretion that it is in the best interest of Gwinnett County to do so. The vendor will be compensated for work performed and accepted and goods accepted by Gwinnett County as of the termination date if the contract is terminated for convenience of Gwinnett County. Any award under this procurement process is not exclusive and Gwinnett County reserves the right to purchase goods and services from other vendors when it is in the best interest of Gwinnett County.

Does vendor acknowledge and agree to the above?

YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60- 1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in**

accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Provision (C) above, the equal opportunity clause is incorporated by reference herein.

Does vendor agree to abide by the above?

YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The nonfederal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.**

Pursuant to Provision (D) above, for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not**

**less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.**

Pursuant to Provision (E) above, the vendor certifies that during the term of an award for all contracts by Gwinnett County resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.**

Pursuant to Provision (F) above, if the federal award is a qualifying "funding agreement," and the vendor enters into a contract regarding the substitution of parties, the vendor agrees to comply with all applicable requirements as referenced in Provision (F) above.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).**

Pursuant to Provision (G) above, the vendor agrees to comply with all applicable requirements of the Clean Air Act and Federal Water Pollution Control Act as referenced in Provision (G) above.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180**

**that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.**

Pursuant to Provision (H) above, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, and vendor agrees to abide by the requirements of Provision (H).

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the nonfederal award.**

Pursuant to Provision (I) above, the vendor certifies that during the term and after the awarded term of an award for all contracts by Gwinnett County resulting from this procurement process, it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**(J) 2 C.F.R. § 200.323 Procurement of recovered materials.**

(a) A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

Pursuant to Provision (J) above, the vendor certifies that during the term of an award for all contracts by Gwinnett County resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Provision (J) above.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**(K) 2 C.F.R. § 200.216 Prohibition on certain telecommunications and video surveillance equipment or services.**

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

- (1) Procure or obtain covered telecommunications equipment or services;**
- (2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or**
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.**

**(b) As described in section 889 of Public Law 115-232, "covered telecommunications equipment or services" means any of the following:**

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);**
- (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);**
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment;**
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;**

**(c) For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.**

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

**(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the**

**certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.**

Pursuant to Provision (K) above, the vendor certifies that during the term of an award for all contracts by Gwinnett County resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Provision (K) above.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**(L) 2 C.F.R. § 200.322 Domestic preferences for procurements**

**(a) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.**

**(b) For purposes of this section:**

**(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.**

**(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.**

**(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.**

Pursuant to Provision (L) above, the vendor certifies that during the term of an award for all contracts by Gwinnett County resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Provision (L) above.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**(M) 23 C.F.R. § 635.116 Subcontracting and contractor responsibilities**

**(a) Contracts for projects shall specify the minimum percentage of work that a contractor must perform with its own organization. This percentage shall be not less than 30 percent of the total original contract price excluding any identified specialty items. Specialty items may be performed by subcontract and the amount of any such specialty items so performed may be deducted from the total original contract before computing the amount of work required to**

be performed by the contractor's own organization. The contract amount upon which the above requirement is computed includes the cost of materials and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

(b) The State DOT shall not permit any of the contract work to be performed under a subcontract, unless such arrangement has been authorized by the State DOT in writing. Prior to authorizing a subcontract, the State DOT shall assure that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. The Division Administrator may permit the State DOT to satisfy the subcontract assurance requirements by concurrence in a State DOT process which requires the contractor to certify that each subcontract arrangement will be in the form of a written agreement containing all the requirements and pertinent provisions of the prime contract. Prior to the Division Administrator's concurrence, the State DOT must demonstrate that it has an acceptable plan for monitoring such certifications.

(c) To assure that all work (including subcontract work) is performed in accordance with the contract requirements, the contractor shall be required to furnish:

(1) A competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work), and;

(2) Such other of its own organizational resources (supervision, management, and engineering services) as the State DOT contracting officer determines are necessary to assure the performance of the contract.

(d) In the case of a design-build project, the following requirements apply:

(1) The provisions of paragraph (a) of this section are not applicable to design-build contracts;

(2) At their discretion, the State DOTs may establish a minimum percentage of work that must be done by the design-builder. For the purpose of this section, the term design-builder may include any firms that are equity participants in the design-builder, their sister and parent companies, and their wholly owned subsidiaries;

(3) No procedure, requirement or preference shall be imposed which prescribes minimum subcontracting requirements or goals (other than those necessary to meet the Disadvantaged Business Enterprise program requirements of 49 CFR part 26).

Pursuant to Provision (M) above, the vendor certifies that during the term of an award for all contracts by Gwinnett County resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Provision (M) above.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**(N) 23 C.F.R. § 635.108 Health and safety**

Contracts for projects shall include provisions designed:

(a) To insure full compliance with all applicable Federal, State, and local laws governing safety, health and sanitation; and

**(b) To require that the contractor shall provide all safeguards, safety devices, and protective equipment and shall take any other actions reasonably necessary to protect the life and health of persons working at the site of the project and the safety of the public and to protect property in connection with the performance of the work covered by the contract.**

Pursuant to Provision (N) above, the vendor certifies that during the term of an award for all contracts by Gwinnett County resulting from this procurement process, the vendor will fully comply with all applicable federal, state, and local laws governing safety, health, and sanitation, and will provide all safeguards, safety devices, and protective equipment and take any other actions reasonably necessary to protect the life and health of persons working at the site of the project and the safety of the public and to protect property, as referenced in Provision (N) above.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**(O) Certification Regarding Compliance with O.C.G.A. § 50-5-85—Grantee certifies that it is not currently engaged in, and agrees for the duration of this Grant not to engage in, a boycott of Israel as defined in O.C.G.A. § 50-5-85.**

Pursuant to Provision (O) above, the vendor certifies that it is not currently engaged in, and agrees for the term of an award for all contracts by Gwinnett County resulting from this procurement process not to engage in, a boycott of Israel as defined in O.C.G.A. § 50-5-85.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**(P) Drug Free Workplace Compliance with O.C.G.A. 50-24-3**

**(a) Drug-free Workplace. The Contractor/Grantee hereby certifies as follows:**

**(1) Contractor/Grantee will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Contract; and**

**(2) If Contractor/Grantee has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Contract; and**

**(3) Contractor/Grantee will secure from any subcontractor hired to work on any job assigned under this Contract the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."**

**(b) Contractor may be suspended, terminated, or debarred if it is determined that:**

**(1) Contractor has made false certification herein above; or**

**(2) Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).**

Pursuant to Provision (P) above, the vendor certifies that during the term of an award for all contracts by Gwinnett County resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Provision (P) above.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**(Q) 23 C.F.R. § 635.109 Standardized Changed Condition Clauses**

**(a) Except as provided in paragraph (b) of this section, the following changed conditions contract clauses shall be made part of, and incorporated in, each highway construction project, including construction services contracts of CM/GC projects, approved under 23 U.S.C. 106:**

**(1) Differing site conditions.**

**(i) During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.**

**(ii) Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.**

**(iii) No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.**

**(iv) No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the State DOTs at their option.)**

**(2) Suspensions of work ordered by the engineer.**

**(i) If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated,**

customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

(ii) Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

(iii) No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.

(iv) No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

**(3) Significant changes in the character of work.**

(i) The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.

(ii) If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.

(iii) If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

(iv) The term "significant change" shall be construed to apply only to the following circumstances:

**(A) When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or**

**(B) When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.**

**(b) The provisions of this section shall be governed by the following:**

**(1) Where State statute does not permit one or more of the contract clauses included in paragraph (a) of this section, the State statute shall prevail and such clause or clauses need not be made applicable to Federal-aid highway contracts.**

**(2) Where the State transportation department has developed and implemented one or more of the contract clauses included in paragraph (a) of this section, such clause or clauses, as developed by the State transportation department may be included in Federal-aid highway contracts in lieu of the corresponding clause or clauses in paragraph (a) of this section. The State's action must be pursuant to a specific State statute requiring differing contract conditions clauses. Such State developed clause or clauses, however, must be in conformance with 23 U.S.C., 23 CFR and other applicable Federal statutes and regulations as appropriate and shall be subject to the Division Administrator's approval as part of the PS&E.**

Pursuant to Provision (Q) above, the vendor certifies that during the term of an award for all contracts by Gwinnett County resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Provision (Q) above.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**(R) Georgia Standard Specifications—Construction of Transportation Systems § 102.05 Examinations of Plans, Specifications, Special Provisions, and Site of the Work**

**The Bidder is expected to examine carefully the site of the proposed work, the Proposal, Plans, Specifications, Supplemental Specifications, Special Provisions, and Contract forms before submitting a Proposal. The submission of a Proposal shall be considered prima facie evidence that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing The Work and as to the requirements of the Plans, Specifications, Supplemental Specifications, Special Provisions, and Contract.**

**It is the obligation of the Bidders to make their own interpretation of all subsurface data that may be available as to the nature and extent of the materials to be excavated, graded, or driven through. Such information, if available and furnished to the Bidders by the Department, does not in any way guarantee the amount or nature of the material which may be encountered.**

Pursuant to Provision (R) above, the vendor certifies that during the term of an award for all contracts by Gwinnett County resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Provision (R) above.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**(S) Human Subjects (if applicable)**

**A grant applicant must agree to meet all EPA requirements for studies using human subjects prior to implementing any work with these subjects. These requirements are given in 40 CFR Part 26. Studies involving intentional exposure of human subjects who are children or pregnant or nursing women are prohibited by Subpart B of 40 CFR Part 26. For observational studies involving children or pregnant women and fetuses please refer to Subparts C & D of 40 CFR Part 26. U.S. Department of Health and Human Services regulations at 45 CFR Part 46.101(e) Guidance and training for investigators conducting EPA-funded research involving human subjects may be obtained here: Basic Information about Human Subjects Research Electronic Code of Federal Regulations have long required "... compliance with pertinent Federal laws or regulations which provide additional protection for human subjects." EPA's regulation 40 CFR Part 26 is such a pertinent Federal regulation. Therefore, the applicant's Institutional Review Board (IRB) approval must state that the applicant's study meets the EPA's regulations at 40 CFR Part 26. No work involving human subjects, including recruiting, may be initiated before the EPA has received a copy of the applicant's IRB approval of the project and the EPA has also provided approval. Where human subjects are involved in the research, the recipient must provide evidence of subsequent IRB reviews, including amendments or minor changes of protocol, as part of progress reports.**

Does vendor agree to abide by the above?

YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**(T) Animal Welfare (if applicable):**

**A grant recipient must agree to comply with the Animal Welfare Act of 1966 (P.L. 89-544), as amended, 7 U.S.C. 2131-2159. The recipient must also agree to abide by the U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training. (50 Federal Register 20864-20865 (May 20, 1985))**

**\*This clause applies if a research facility (defined as any school (except elementary or secondary), institution, organization or person) receives funds under a grant from a federal agency for the purpose of carrying out research, tests, or experiments involving animals.**

Does vendor agree to abide by the above?

YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**(U) Data Access and Information Release:**

EPA has the right to obtain, reproduce, publish, or otherwise use the data produced under the awards to be made under this solicitation and authorize others to receive, reproduce, publish, or otherwise use such data for federal purposes under [2 CFR 200.315](#). In addition, pursuant to [2 CFR 200.315\(e\)](#), if EPA receives a Freedom of Information Act request for research data that (1) relates to published research findings produced under an EPA award and (2) was used by the federal government in developing an agency action that has the force and effect of law, then EPA shall request, and the award recipient shall provide, within a reasonable time, the research data so that it may be made available to the public through procedures established under the FOIA.

Does vendor agree to abide by the above?

YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**(V) Nonprofit Administrative Capability Clause (applicable to non-profit awards over \$200,000):**

Non-profit applicants that are recommended for funding under this announcement are subject to pre-award administrative capability reviews consistent with Section 8b, 8c, and 9d of [EPA Order 5700.8: EPA's Policy on Assessing Capabilities of Non-Profit Applicants for Managing Assistance Awards](#). In addition, non-profit applicants selected for awards over \$200,000 may be required to fill out and submit to the grants management office [EPA Form 6600.09, United States Environmental Protection Agency Administrative Capability Questionnaire](#) with supporting documents as required in EPA Order 5700.8.

Does vendor agree to abide by the above?

YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**(W) Website References in Solicitations:**

Any non-federal websites or website links included in this solicitation are provided for application preparation and/or informational purposes only. EPA does not endorse any of these entities or their services. In addition, EPA does not guarantee that any linked, external websites referenced in this solicitation comply with Section 508 (Accessibility Requirements) of the Rehabilitation Act.

Does vendor agree to abide by the above?

YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**(X) Unpaid Federal Tax Liabilities and Felony Convictions for Non-Profit and For-Profit Organizations (if applicable):**

**Awards made under this announcement are subject to provisions contained in an appropriations act(s) that prohibits EPA from entering into a contract, memorandum of understanding, or cooperative agreement with, making a grant to, or providing a loan or loan guarantee to any for-profit or non-profit corporation: (1) subject to any unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; or (2) that was convicted of a felony criminal conviction under any federal law within 24 months preceding the award, unless EPA has considered suspension or debarment of the corporation, based on these tax liabilities or convictions, and determined that such action is not necessary to protect the government's interests. Based on application of these provisions, non-profit or for-profit corporations that are covered by these prohibitions may be ineligible to receive an award under this announcement. Questions about this provision should be raised to the point of contact identified in Section VII of the solicitation or the EPA Suspension and Debarment Program (<https://www.epa.gov/grants/suspension-and-debarment-contacts>).**

Does vendor certify that they have no unpaid federal tax liability and have not been convicted of any felony criminal conviction within 24 months?

YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**(Y) Copyrights:**

In accordance with [2 CFR 200.315](#), EPA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes, copyrighted works developed under a grant, subaward or contract under a grant or subaward. Examples of federal purpose include but are not limited to: (1) Use by EPA and other federal employees for official government purposes; (2) Use by federal contractors performing specific tasks for the government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the recipient through citation or otherwise; (4) Reproduction of documents for inclusion in federal depositories; (5) Use by state, tribal and local governments that carry out delegated federal environmental programs as co-regulators or act as official partners with EPA to carry out a national environmental program within their jurisdiction; and (6) Limited use by other recipients to carry out federal grants provided the use is consistent with the terms of EPA's authorization to the recipient to use the copyrighted material.

Does vendor agree to abide by the above?

YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**(Z) Life Sciences Dual Use Research of Concern (if applicable):**

Projects awarded under this solicitation that involve life sciences research as defined below are subject to the requirements of the United States Government Policy for Institutional Oversight of Life Sciences Dual Use Research of Concern (iDURC Policy), provided that the recipient is an institution within the United States that receives funding through this agreement, or from any other source, to conduct or sponsor research involving any of the agents or toxins identified in Section 6.2.1 of the iDURC Policy. If the recipient is an institution outside the United States that receives funding through this agreement to conduct or sponsor research involving any of those same agents or toxins, it will also be subject to requirements of the iDURC Policy. The [iDURC Policy](#) is available for reference.

**Life Sciences Research**, for purposes of this clause, and based on the definition of research in 40 CFR §26.102(d), is a systematic investigation designed to develop or contribute to generalizable knowledge involving living organisms (e.g., microbes, human beings, animals, and plants) and their products. EPA does not consider the following activities to be research: routine product testing, quality control, mapping, collection of general-purpose statistics, routine monitoring and evaluation of an operational program, observational studies, and the training of scientific and technical personnel. [Note: This is consistent with Office of Management and Budget Circular A-11.]

Does vendor agree to abide by the above?

YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**(AA) Increasing Access to Results of EPA-Funded Extramural Scientific Research (applies to solicitations for research awards (if applicable):**

Research is defined in the [Policy for Increasing Access to Results of EPA-Funded Extramural Scientific Research](#) as the systematic inquiry directed toward fuller scientific knowledge or understanding of the subject studied. This Policy requires that the results of EPA-funded extramural scientific research are accessible to the public to the greatest extent feasible consistent with applicable law; policies and Orders; the Agency's mission; resource constraints; and U.S. national, homeland and economic security.

(a) When a journal does not submit a journal publication or author manuscript associated with the journal publication directly to the National Institute of Health's [PubMed Central \(PMC\)](#), recipients are responsible for making the author manuscript accessible to the public at no charge via PMC. The recipient must submit the author manuscript to PMC no later than the end of the embargo period of twelve months after journal publication. PMC then posts the manuscript on its site at the end of the embargo period, so it is accessible to the public.

Recipients are responsible for ensuring that either the journal publication or the author manuscript associated with the journal publication is deposited into PMC, so that the public may read, download and analyze the research results in digital form. Instructions for depositing author manuscripts associated with journal publications in PMC will be included in the award's terms and conditions.

(b) Scientific research data underlying a journal publication are to be posted to a publicly accessible data repository by the recipient within 30 days of the date the journal publication or associated author manuscript becomes accessible to the public, whether made accessible by the journal at the time of publication or by PMC following the embargo period, unless (a) the dataset has already been made accessible to the public via public release or another sharing mechanism; or (b) the research data cannot be released due to one or more constraints, such as requirements to protect personal privacy, proprietary interest, property rights, national security or dual use research of concern. Datasets must contain enough information to allow independent use (understanding, validation and analysis) of the data.

(c) Publication metadata records shall be provided via the National Institute of Health's Manuscript Submission ([NIHMS](#)) when the journal publication or associated author manuscript is submitted to NIHMS. The metadata record for the dataset underlying the journal publication will be made accessible by the recipient through EPA's [dataset metadata repository](#) within 30 days of the date the journal publication or associated author manuscript becomes accessible to the public, whether made accessible by the journal at the time of publication or by PMC following the embargo period. Guidance for providing dataset metadata to EPA's dataset metadata repository will be included in the award's terms and conditions.

Does vendor agree to abide by the above?

YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**(AB) Build America, Buy America:**

The vendor acknowledges that 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 vendor pursuant to this Agreement. The vendor hereby represents and warrants that (a) the vendor 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 vendor 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 County or EPA. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the County or EPA to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the County or EPA resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the EPA or any damages owed to the EPA by the County). If the vendor has no direct contractual privity with the EPA, as a lender or awardee to the County for the funding of its project, the County and the vendor agree that the EPA 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 EPA.

Does vendor certify and agree to abide by the above?

YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**(AC) American Iron and Steel:**

The vendor acknowledges that the goods and services under this Agreement are being funded with federal monies and have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the vendor pursuant to this Agreement. The vendor hereby represents and warrants to and for the benefit of the County and the EPA that (a) the vendor 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 vendor 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 County or the EPA. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the vendor shall permit the County or EPA to recover as damages against the vendor any loss, expense, or cost (including without limitation attorney's fees) incurred by the County or EPA resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the EPA or any damages owed to the EPA by the County). If the vendor has no direct contractual privity with the EPA, as a lender or awardee to the County for the funding of its project, the County and the vendor agree that the EPA 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 EPA.

---

**RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2**  
**CFR § 200.334**

---

When federal funds are expended for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

---

**CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS IN EXCESS OF \$100,000 OF FEDERAL FUNDS**

---

When federal funds are expended for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. § 7401 et seq.), Section 508 of the Clean Water Act, as amended (33 U.S.C. § 1368), Executive Order 11738 and related regulations.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

---

**CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN ACT**

---

Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

---

**CERTIFICATION OF NON-COLLUSION STATEMENT**

---

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

---

**Vendor agrees to comply with all applicable all applicable state and federal laws, city and county ordinances, and requirements and regulations of all relevant agencies. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc.**

**as specifically noted above. In the event that this agreement is found to be contrary to law, this agreement will terminate immediately.**

Vendor's Name/Company Name: \_\_\_\_\_

Address, City, State, and Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized Representative: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_ Federal Tax ID # \_\_\_\_\_

UEI (SAM) # (12 character) \_\_\_\_\_

CAGE Code (5 Digits): \_\_\_\_\_ Expiration Date: \_\_\_\_\_