



***CONTRACT DOCUMENTS
AND
SPECIFICATIONS***

MWA PROJECT NUMBERS:

400.812.070.000

500.812.070.000

510.812.070.000

520.812.070.000

Mowing and Trimming Project:

**Amerson Water Treatment Plant
Lower Poplar Water Reclamation Facility
Rocky Creek Water Reclamation Facility**

MACON WATER AUTHORITY

August 5, 2025

PROPRIETARY NOTICE

This document is prepared by the Macon Water Authority for the sole purpose of communicating to our vendors. The proprietary information contained herein is based on the requirements of the project. None of the information in this document is to be shared with any third parties without the expressed written consent of the Macon Water Authority.

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INVITATION TO BID

THE MACON WATER AUTHORITY
MACON, GEORGIA

Sealed Bids for furnishing all materials, labor, tools, equipment and appurtenances necessary for the mowing and trimming at **Amerson Water Treatment Plant, Lower Poplar Water Reclamation Facility, and Rocky Creek Water Reclamation Facility** (the “Project”) will be received by the Macon Water Authority (the “Owner”), at the Macon Water Authority, 537 Hemlock Street, Engineering Room, Macon, Georgia 31201 until 2:00 P. M., local time, January 6, 2026, and then at said office publicly opened and read aloud. All bidders must attend a mandatory pre-bid meeting at the same location at 10:00 A.M. on December 16, 2025. All bid questions must be submitted to the Owner by 10:00 A.M. on December 23, 2025. The Bidder should attend the pre-bid meeting in its entirety.

The Project consists of mowing and trimming within the mowing limits at three locations in a safe, effective, and timely manner, as stated in the Specifications contained in the contract documents. The contract time will be twelve (12) consecutive months, which will be automatically renewed for successive 12-month periods up to three (3) years unless earlier terminated as provided for in the contract. The Exhibits included in the contract provide location Maps, including approximate acreage to be mowed for each mowing cycle.

The Project will be awarded in one Contract. Fifty-one percent (51%) of the Work under the Contract Documents must be self-performed by the General Contractor. The Project will be awarded by base bid [or “*by base bid plus selected alternates*”] on a lump sum basis for the performance and completion of all Work required by the Contract Documents.

The Contract Documents include, but may not be limited to, the Instructions to Bidders, the Contract Agreement, the General Conditions, the Drawings, the Specifications (Divisions 01 through 46, inclusive, where applicable), and the forms of Bid Bond, Performance Bond, and Payment Bond. These and any other Contract Documents may be examined at the following location:

Engineering Department
Macon Water Authority
537 Hemlock Street
Macon, GA 31201

Copies of Contract Documents may be obtained at the Engineering Department, Macon Water Authority, 537 Hemlock Street, Macon, GA 31201, by contacting Jay Payne, Project Manager, Telephone: 478-738-6521 upon a non-refundable payment of **\$150.00** for each set. A street address must be provided to ensure prompt delivery. No partial sets of bidding documents shall be issued. **Bidders must purchase the Contract Documents in order to be eligible to submit a bid.** Bid documents on the MWA website are for informational purposes only.

Each Bid must be accompanied by a Bid Bond in the amount of 10% of the Bid, prepared on the

form of Bid Bond that is part of the Contract Documents, duly executed by the Bidder as principal and having as surety thereon a surety company licensed to do business in the State of Georgia and listed in the latest issue of U.S. Treasury Circular 570.

Bidders must comply with the Disadvantaged Business Enterprise Participation Requirements specified in the Instructions to Bidders.

~~The Bidder shall affix to the outside of its Bid envelope the Bidder's Georgia Utility Contractor License Number. A license number of a Utility Manager or a subcontractor is insufficient, and any Bid that fails to affix to the outside of its Bid envelope the Bidder's Georgia Utility Contractor License Number may be rejected.~~

The successful Bidder for this Project shall be required to furnish a Performance Bond and Payment Bond, satisfactory to the Owner, each in the amount of 100 % of the Contract Price.

Employment of Local Businesses and Contractors: It is the desire of the Owner that local businesses--including disadvantaged, minority, and women enterprise subcontractors-- be given the opportunity to participate on the various parts of the Work.

The Owner's encouragement of participation of disadvantaged, minority, and women enterprises and of locally owned businesses and contractors is not intended to restrict or limit competitive bidding or to increase the cost of the Work. The Owner supports a healthy, free market system that seeks to include responsible local businesses and provide ample opportunities for local business growth and development.

In an effort to assist minority-owned businesses, Georgia law permits an income tax adjustment on the state tax return of any company that subcontracts with a certified minority-owned firm to furnish goods, property or services to the State of Georgia pursuant to O.C.G.A. §48-7-38. Suppliers should consult with their tax advisors to find out how to take advantage of these tax credits.

The Owner reserves the right to reject any or all Bids. The Owner reserves the right to waive informalities and technicalities.

The Macon Water Authority
Ron Shipman
Executive Director & President

END OF SECTION

INSTRUCTIONS TO BIDDERS

1.01 CONTRACT DOCUMENTS

- A. The Bidder's attention is directed to the General Conditions and other Contract Documents, all of which should be reviewed and studied by the Bidders before submitting a Bid.
- B. The Contract Documents shall define and describe the complete Work to which they relate.

1.02 DEFINITIONS

The Bidder's attention is called to the definitions set forth in Article 41 of the General Conditions.

1.03 PREPARATION AND EXECUTION OF BID

- A. Each Bid must be prepared to represent that it is based solely upon the materials and equipment specified in the Contract Documents.
 - 1. *Trade Names.*— When reference is made in the Contract Documents to trade names, brand names, or to the names of manufacturers, such references are made solely to indicate that products of that description may be furnished and are not intended to restrict competitive bidding. Unless requests for approvals of other products have been received and approvals have been published by addendum in accordance with the procedure described below in this Section, the successful Bidder may furnish no products of any trade names, brand names, or manufacturers' names except those designated in the Contract Documents.
 - 2. *Use of other products.*—If a Bidder desires to use products of trade or brand names or of manufacturers' names which are different from those specified in the Contract Documents, application for the approval of the use of such products must be received by the Engineer at least ten (10) days prior to the date set for the opening of Bids. The application to the Engineer for approval of a proposed product must be accompanied by:
 - a. a schedule setting forth in which respects the materials or equipment submitted for consideration differ from the materials or equipment designated in the Contract Documents; and
 - b. a copy of the published recommendations of the manufacturer for the installation of the product together with a complete schedule of changes in the drawings and specifications, if any, which must be made in other work in order to permit the use and installation of the proposed product in accordance with the recommendations of the manufacturer of the product.

In addition, the Engineer will give consideration to reports from reputable independent testing laboratories, verified experience records showing the reputation

of the proposed product with previous users, evidence of reputation of the manufacturer for prompt delivery, evidence of reputation of the manufacturer for efficiency in servicing its products, or any other written information that is helpful in the circumstances. To be approved, a proposed product must also meet or exceed all express requirements of the Contract Documents.

3. *Burden of proof.*— The degree of proof required for approval of a proposed product as acceptable for use in place of a named product or products is that amount of proof necessary to convince a reasonable person beyond all doubt.
 4. *Request for conference.*—Any Bidder who alleges that rejection of a submittal is the result of bias, prejudice, caprice, or error on the part of the Engineer may request a conference with a representative of the Owner: PROVIDED, that the request for said conference, submitted in writing, shall be received by the Owner at least five (5) days prior to the date set for the opening of Bids, time being of the essence.
 5. *Issuance of addenda.*— If the submittal is approved by the Engineer, an addendum will be issued to all prospective Bidders. Issuance of an addendum is a representation to all Bidders that the Engineer, in the exercise of its professional judgment and discretion, established that the product submitted for approval is acceptable and meets or exceeds all express requirements.
- B. Each Bid must be submitted on the Bid forms which are a part of the Contract Documents. **All blank spaces for Bid prices, both words and figures, must be filled in and completed in ink.** In case of discrepancy, the amount shown in words will govern. All required enclosed certifications or other documents must be fully completed and executed when submitted.
- C. In case of discrepancies between the figures shown in the unit prices and the totals, the unit prices shall apply and the totals shall be corrected to correspond with the unit prices. In case of discrepancies between written amounts and figures, written amounts shall take precedence over figures and the sum of all Bid extensions (of unit prices) plus lump sum items shall take precedence over the Bidders input of the Bid Total.
- D. Each Bid must be submitted in a sealed envelope, addressed to the Macon Water Authority (the “Owner”). Each sealed envelope containing a Bid must be plainly marked on the outside as, “Mowing and Trimming Project”.
- E. The Bidder shall provide on the outside of the sealed envelope the following information:
1. Bidder's Name;
 2. Bidder's Georgia Utility Contractor License Number (if applicable); and,
 3. The words, “SEALED BID”
- F. Any Bid submitted which does not contain the above information on the outside of the sealed envelope will not be opened and will be returned to the Bidder.

- G. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed as follows:
- THE MACON WATER AUTHORITY
Attn: Jay Payne
790 Second Street
Post Office Box 108
Macon, Georgia 31202-0108
- H. Any and all Bids not meeting the aforementioned criteria for Bid submittal may be declared non-responsive, and subsequently returned to the Bidder unopened.
- I. The Bidder, in signing a Bid on the whole or any portion of the Project, shall conform to the following requirements:
1. Bids which are not signed by individuals making the Bid shall have attached thereto a power of attorney evidencing authority to sign the Bid in the name of the person for whom it is signed.
 2. Bids which are signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If a Bid is signed by an attorney-in-fact, there should be attached to the Bid a power of attorney executed by the partners evidencing authority to sign the Bid.
 3. Bids which are signed for a corporation shall have the correct, legal corporate name thereof, as reflected in the records of the Georgia Secretary of State, and the signature of the president or other authorized officer of the corporation manually written below the corporate name following the wording "By _____." If applicable, the corporate seal shall be affixed to the Bid.
 4. The Bidder shall complete, execute and submit the following documents, (if applicable to the Bidder) which are a part of the Contract Documents:
 - a. The Bid;
 - b. The Bid Bond;
 - c. Statement of Bidder's Qualifications;
 - d. Statement of Equipment;
 - e. Corporate Certificate, if the Bidder is a corporation;
 - f. Statement of Disadvantaged Business Enterprise ("DBE") compliance;
 - g. Contractor's License Certification;
 - ~~h. Photocopy of State of Georgia Utility Contractor's License;~~
 - i. Photocopy of Certificate of Authority from Georgia Secretary of State's Office to do work in Georgia (if out of state contractor);
 - j. Non-Collusion Affidavit of Prime Bidder;
 - k. Any and all forms, certifications or other documentation required by the Georgia Department of Natural Resources Environmental Protection Division.

1.04 METHOD OF BIDDING

The unit or lump sum price for each of the several items in the Bid of each Bidder shall include its pro rata share of overhead and profit so that the sum of the products, obtained by multiplying the quantity shown for each item by the unit price, represents the total Bid. Any Bid not conforming to this requirement may be rejected. Additionally, unbalanced Bids (including unbalanced unit prices) may be rejected. Conditional Bids shall not be accepted. **The special attention of all Bidders is called to this provision, for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities, nor extra compensation allowed.**

1.05 ADDENDA AND INTERPRETATIONS

- A. No interpretation of the meaning of the Drawings, Specifications or other pre-bid documents or Contract Documents shall be made to any Bidder orally.
- B. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Contract Documents which, if issued, will be mailed, shipped or faxed to all prospective Bidders (at the respective addresses furnished) at least seventy-two (72) hours (exclusive of weekends and holidays) prior to the date fixed for the opening of Bids.
- C. Failure of Bidders to receive or acknowledge any Addendum shall not relieve them of any obligation under the Bid or the Contract Documents. All Addenda shall become part of the Contract Documents and obligations there under binding.

1.06 BID MODIFICATIONS

Bidders may modify their Bid by facsimile communication at any time prior to the scheduled closing time for receipt of Bids, provided such facsimile communication is received by the Owner prior to the time Bids are required, and provided further that the Owner is satisfied that a written confirmation of the facsimile modification over the signature of the Bidder was mailed by the Bidder to the Owner prior to the time Bids are required. The facsimile communication should not reveal the Bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed Bid is opened. If written confirmation from the Bidder is not received by the Owner within two business days from the time Bids are required, no consideration will be given to the facsimile modification and the facsimile modification shall be rejected.

1.07 BID SECURITY

- A. Each Bid must be accompanied by a Bid Bond, prepared on the form of Bid Bond included herein, duly executed by the Bidder as principal and having as surety thereon a surety company authorized to do business in the State of Georgia and listed in the latest issue of U.S. Treasury Circular 570, in the amount of **ten (10%)** percent of the

Bid. Attorneys-in-fact who sign Bonds must file with each Bond a currently dated and valid original of their power of attorney. Where validity and currentness of a power of attorney are established by certification executed by a corporate officer, the certification shall be made and executed by a corporate officer of record, as reflected in the records of the Georgia Secretary of State, or by valid corporate resolution or authorization identifying such corporate officer.

- B. Except as provided in O.C.G.A. §§ 36-91-52 and 36-91-53, if for any reason whatsoever the successful Bidder withdraws from the competition after opening of the Bids, or if Bidder refuses to execute and deliver the Contract and Bonds required in Article 2 of the General Conditions, the provisions of the Bid Bond may be enforced.
- C. Except as provided in O.C.G.A. §§ 36-91-52 and 36-91-53, a Bid may not be revoked or withdrawn until sixty (60) days after the time set for opening the Bids. Upon expiration of this time period, the Bid will cease to be valid, unless the Bidder provides written notice to the Owner prior to the scheduled expiration date that the Bid will be extended for a time period specified by the Owner.

1.08 RECEIPT AND OPENING OF BIDS

The Owner may consider a technicality and informality in any Bid not prepared and submitted in strict accordance with the provisions hereof and may waive any technicality and informality or reject any and all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be opened.

1.09 CONDITIONS OF THE PROJECT

- A. Each Bidder must be informed fully of the conditions relating to the construction of the Project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of the obligation to furnish all material and labor necessary to carry out the provisions of the Contract Documents. Insofar as possible, the Bidder, in carrying out the Work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.
- B. The Bidder is advised to examine the location of the Project and to be informed fully as to its conditions; access requirements, the conformation of the ground; the character, quality and quantity of the products needed preliminary to and during the prosecution of the work; the general and local conditions and all other matters which can in any way affect the work to be done under the Contract Documents. Failure to examine the site will not relieve the successful Bidder of an obligation to furnish all products and labor necessary to carry out the provisions of the Contract Documents.
- C. The Bidder shall notify the Owner of the date and time Bidder proposes to examine the location of the Project. The Bidder shall confine examination to the specific areas designated for the proposed construction, including easements and public right-of-ways. If, due to some unforeseen reason, the proceedings for obtaining the proposed construction site (including easements), have not been completed, the Bidder may enter

the site only with the express consent of the property owner. The Bidder is solely responsible for any damages caused by examination of the site.

- D. All anticipated federal, state and local permits required for the Project ***have*** been obtained.
- E. All rights of way and easements anticipated for the Project ***have*** been obtained

1.10 EQUAL EMPLOYMENT OPPORTUNITY

- A. During the performance of the Contract, the Bidder agrees as follows:
 - 1. The Bidder shall not discriminate against any employee or applicant for employment, or in any employment action during employment, based upon any applicable, legally-recognized and protected basis, including, but not limited to, veteran status, uniformed service member status, race, color, religion, sex, sexual orientation, gender identity, age (40 and over), pregnancy (including childbirth, lactation and related medical conditions), national origin or ancestry, citizenship status, physical or mental disability, genetic information (including testing and characteristics), or any other consideration protected by federal, state, or local law.
 - 2. The Bidder shall, in all solicitation or advertisement for employees placed by or on behalf of Bidder, state that all qualified applicants will receive consideration for employment without regard to any applicable, legally-recognized and protected consideration, including, but not limited to veteran status, uniformed service member status, race, color, religion, sex, sexual orientation, gender identity, age (40 and over), pregnancy (including childbirth, lactation and related medical conditions), national origin or ancestry, citizenship status, physical or mental disability, genetic information (including testing and characteristics), or any other characteristic or basis protected by federal, state, or local law.
 - 3. The Bidder shall send to each labor union or representative of the workers, with which the Bidder has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or worker's representative of the Bidder's commitments under the Equal Employment Opportunity Program of the Owner and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - 4. The Bidder and its subcontractors, if any, shall file compliance reports at reasonable times and intervals with the Owner in the form and to the extent prescribed by the Owner or the Georgia Department of Natural Resources. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Bidder and its subcontractors.
 - 5. The Bidder shall demonstrate by the documentation required in Paragraph C, below, that a "Good Faith Effort" has been made to achieve compliance with the Owner's goal that a minimum of ten percent (10%) of the Contract Price shall be

subcontracted to a Disadvantaged Business Enterprise (DBE), which includes *business enterprises owned by women and by minorities*. More specifically, as used herein, the term “DBE” means a firm or business which is at least fifty-one percent (51%) owned, operated, capitalized, and controlled by one or more United States citizens or lawfully admitted residents who are socially and economically disadvantaged, as defined below.

As used herein, social disadvantage means an individual who is a member of a *presumed group* or who is a *woman*. Economic disadvantage, as used herein, means, generally, a socially disadvantaged individual who does not have a personal net worth in excess of \$1.32 million dollars, excluding the primary residence and ownership in the subject firm.

Member(s) of a *presumed group* include Black Americans (any Black racial group originating in Africa); Hispanic Americans (origins in Mexico, Puerto Rico, Cuba, Central and South America, or other Spanish or Portuguese cultures); Native Americans (Native of Alaska or Hawaii or certified member of a federal or state recognized Tribe); Asian Pacific Americans (origins in the Pacific Islands, China, Taiwan, Korea, Japan, Thailand, Burma, Cambodia, Vietnam, Malaysia, Indonesia, Singapore, or Philippines); and Subcontinent Asian Americans (origins in India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal, or Sri Lanka).

As used herein, the term “subcontracted” means providing subcontracting services or furnishing products or materials to be utilized in the performance of the Work.

6. The Bidder shall include the provisions of paragraphs 1 through 6 of this Section 1.10.A in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.
- B. In determining whether a Bidder has made “Good Faith Efforts”, the Owner will look not only at the different kinds of effort that a Bidder has made, but also the quantity and intensity of these efforts.
- C. The following list of kinds of efforts is provided for consideration, but this is not an exhaustive list of efforts that may be considered by the Owner:
 1. Whether the Bidder attended any pre-solicitation or pre-bid meetings that were scheduled by the Agent to inform DBEs of contracting and subcontracting opportunities;
 2. Whether the Bidder advertised in general circulation, trade association, and minority-focus media concerning the sub-contracting opportunities;
 3. Whether the Bidder provided written notice to a reasonable number of specific DBEs that their interest in the Contract was being solicited, in sufficient time to allow the DBEs to participate effectively;
 4. Whether the Bidder followed up initial solicitations of interest by contacting

DBEs to determine with certainty whether the DBEs were interested;

5. Whether the Bidder selected portions of the Work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);
 6. Whether the Bidder provided interested DBEs with adequate information about the Drawings, Specifications and requirements of the Contract Documents;
 7. Whether the Bidder negotiated in good faith with interested DBEs, not rejecting DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities;
 8. Whether the Bidder made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance required by the Contract Documents or Contractor; and
 9. Whether the Bidder effectively used the services of available minority or women community organizations; minority or women contractor's groups; local, state and federal minority or women business assistance offices and other organizations that provide assistance in the recruitment and placement of DBEs.
- D. Each Bidder shall include with his or her Bid a Statement of Disadvantaged Firm Utilization. Such statement shall include, as a minimum, the names and addresses of all disadvantaged/minority/women enterprise firms providing subcontracting services, furnishing products or materials, etc., the nature of the work to be contracted; and the anticipated cost of the services by each named firm as a percentage of the total Contract Price set forth in the Bid. The percentage participation should be calculated on the basis of the proportion of total dollar value of the Bid, including bulk purchase materials supplied by DBEs.
- E. It is the desire of the Owner that DBEs be given the opportunity to bid on the various parts of the Work, and that to the extent feasible, DBE firms in the Middle Georgia area will be solicited and used in order to meet the DBE goal set forth above. However, this desire is not intended to restrict or limit competitive bidding or to increase the cost of the Work. The Owner supports a healthy, free market system that seeks to include responsible businesses and provide ample opportunities for business growth and development.

In an effort to assist minority-owned businesses, Georgia law permits an income tax adjustment on the state tax return of any company that subcontracts with a certified minority-owned firm to furnish goods, property or services to the State of Georgia pursuant to O.C.G.A. §48-7-38. Suppliers should consult with their tax advisors to find out how to take advantage of these tax credits.

1.11 NOTICE OF SPECIAL CONDITIONS

If any special federal, state, county or city laws, municipal ordinances, and the rules and

regulations of any authorities having jurisdiction over construction of the Project, enclosed, herein referred to, or applicable by law to the Project, conflict with requirements of the Contract Documents, then the federal, state, county or city laws, municipal ordinances, and the rules and regulations of any authorities having jurisdiction over construction of the Project shall prevail and supersede the conflicting requirements of the Contract Documents.

1.12 OBLIGATION OF BIDDER

- A. By submission of a Bid, each Bidder warrants that Bidder has inspected the site and has read and is thoroughly familiar with the Contract Documents (including all addenda). The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to the Bid.
- B. Special attention is directed to Article 4, "Insurance" contained at pages 00700-3 through 00700-6 in the General Conditions. The Owner requires (1) "Worker's Compensation and Employer's Liability Insurance," (2) "Commercial General and Umbrella Liability Insurance," (3) "Business Auto and Umbrella Liability Insurance," and (4) "Materials and Floater" Insurance. For each of the required policies, the Owner requires a certificate of insurance at least quarterly, a copy of the endorsement of the insurance company showing the Owner as an additional insured, and a copy of the insurance policy declaration and any necessary endorsements.
- C. Attention is further directed to Paragraph 6 of 00500, Contract Agreement and Article 9 of 00700, General Conditions regarding assignments. Prior written consent of the Owner is required for any assignment of any portion of this Contract, including any assignment due to "buyout" of Bidder or other acquisition of Bidder where the Bidder is a corporation or where Bidder is 50 percent or more owned by a corporation, firm, or person.

1.13 METHOD OF AWARD

- A. The Contract, if awarded, will be awarded to the lowest responsible and responsive Bidder whose Bid meets the requirements and criteria set forth in the Contract Documents. The Contract, if awarded, will be awarded by base bid on a lump sum basis, comprised of unit prices, for the performance and completion of all Work required by the Contract Documents.
- B. The Bidder to whom the award is made will be notified. The Owner reserves the right to reject any and all Bids and to waive any technicalities and informalities in Bids received whenever such rejection or waiver is in the Owner's interest.
- C. A responsive Bidder shall be one who submits a Bid in the proper form without qualification or intent other than as called for in the Contract Documents, and who binds itself on behalf of the Bid to the Owner with the proper Bid Bond completed and attached, and who properly completes all forms required to be completed and submitted at the time of the Bidding. The Bidder shall furnish all data, documents, forms, and certifications required by the Contract Documents. Failure to do so may result in the

Bid being declared non-responsive.

D. A responsible Bidder shall be one who can fulfill the following requirements:

1. The Bidder shall maintain a permanent place of business. This requirement applies to the Bidder where the Bidder is a division of a corporation, or where the Bidder is 50 percent or more owned by a person, corporation or firm.
2. The Bidder shall demonstrate adequate construction experience and sufficient equipment resources to properly perform the work under and in conformance with the Contract Documents. This evaluation will be based upon a list of completed or active projects and a list of construction equipment available to the Bidder to perform the work. The Owner may make such investigations as deemed necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may reasonably request. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract Documents and to complete the Project contemplated therein.
3. The Bidder shall demonstrate financial resources of sufficient strength to meet the obligations incident to the performance of the Work covered by the Contract Documents. The ability to obtain the required Performance and Payment Bonds will not alone demonstrate adequate financial capability.

1.14 EMPLOYMENT OF LOCAL LABOR

Preference in employment on the Project shall, insofar as practical, be given to qualified local labor.

END OF SECTION

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVITS

**EACH BIDDER MUST PROVIDE THE OWNER WITH THE
PROPERLY COMPLETED AND PROPERLY SIGNED FEDERAL
WORK AUTHORIZATION PROGRAM AFFIDAVITS AS
REQUIRED BY O.C.G.A. § 13-10-91**

**THIS FORM MUST BE COMPLETED BY ALL CONTRACTORS, ALL
SUBCONTRACTORS AND ALL SUB-SUBCONTRACTORS**

THE FORMS ARE ATTACHED HERETO.

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer: the Macon Water Authority

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

Executed on _____, ___, 20___ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20___.

NOTARY PUBLIC

My Commission Expires: _____, 20___.

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ [insert name of contractor] on behalf of the Macon Water Authority has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer: Macon Water Authority

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

Executed on _____, ___, 20___ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20___.

NOTARY PUBLIC

My Commission Expires: _____, 20___.

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for _____ [insert name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract] and _____ [insert name of contractor] on behalf of the Macon Water Authority has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____ [insert name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract]. Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to _____ [insert name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract]. Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, ___, 20__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____, 20__.

BID

TO: MACON WATER AUTHORITY

FROM: _____
(Bidder's Name)

FOR: _____

Submitted: _____, 20__

The undersigned Bidder, in compliance with your Invitation to Bid for the construction of this Project, having examined the Contract Documents and the site of the proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to construct the Project in accordance with the Contract Documents.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Macon Water Authority, in the form of Contract Agreement specified, and to furnish all necessary products, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of the Work in full and complete accordance with the reasonably intended requirements of the Contract Documents to the full and entire satisfaction of the Macon Water Authority with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents, for the following prices:

<u>SCHEDULE OF BID PROPOSAL - BASE BID</u>					
Amerson Water Treatment Plant, Lower Poplar Water Reclamation Facility, and Rocky Creek Water Reclamation Facility.					
Item No.	Quantity	Unit	Description	Unit Price	Total Base Price
1 Amerson Water Treatment Plant					
a.	Lump	LS	Mowing and trimming area is approximately 107 Acres.	\$ LUMP SUM	\$
2 Lower Poplar Water Reclamation Facility					
a.	Lump	LS	Mowing and trimming area is approximately 24 Acres.	\$ LUMP SUM	\$
3 Rocky Creek Water Reclamation Facility					
a.	Lump	LS	Mowing and trimming area is approximately 23 Acres.	\$ LUMP SUM	\$
			TOTAL BASE BID - (Items 1a-3a)		\$
END OF BASE BID					

Total Bid for Items 1 through _____, inclusive, in the amount of

_____ Dollars

(\$ _____) which sum hereinafter is called the "Base Bid".

The Bidder agrees hereby to commence Work under this Contract, with adequate personnel and equipment, on a date to be specified in a written order of the Engineer, and to fully complete all Work under this Contract within three hundred and sixty five (365) consecutive calendar days from and including said date specified in the written order of the Engineer. Bidder understands that time is of the essence for the work under this Contract, and timely completion of the Work is important for MWA's operations. Therefore, Bidder further agrees to pay as liquidated damages, the sum of \$25.00 for each calendar day thereafter required to achieve substantial completion of all Work which Bidder agrees is a reasonable estimate of the damages that MWA would incur as a result in Bidder's delay in achieving substantial completion of the Work.

The Bidder declares an understanding that the quantities shown for unit price items are subject to either increase or decrease, and that should the quantities of any of the items of Work be increased, the Bidder

proposes to do the additional Work at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for additional costs or anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of Work, at which time adjustment will be made to the Contract Price by direct increase or decrease.

In case of discrepancies between the figures shown in the unit prices and the totals, the unit prices shall apply and the totals shall be corrected to agree with the unit prices. In case of discrepancies between written amounts and figures, written amounts shall take precedence over figures and the sum of all Bid extensions (of unit prices) plus lump sum items shall take precedence over the Bidder's represented BID TOTAL.

The Bidder furthermore agrees that, in the case of a failure to execute the Contract Agreement and Bonds within ten days after receipt of conformed Contract Documents for execution, the attached Bid Bond accompanying this Bid and the monies payable thereon shall be paid into the funds of the Macon Water Authority as liquidated damages for such failure.

Bid

Attached hereto is a Bid Bond for the sum of _____

_____ Dollars (\$ _____) according to the conditions of "Instructions to Bidders" and provisions thereof.

Bidder acknowledges receipt of the Following Addenda:

Addendum No. 1, dated: _____

Addendum No. 2, dated: _____

Addendum No. 3, dated: _____

Addendum No. 4, dated: _____

Remainder of Page Left Blank
[Signatures, attestations, and seal on following page]

BIDDER: _____

By: _____

Name: _____
(Print or Type)

Title: _____

Address: _____

Phone: _____

Attest: _____

Name: _____
(Print or Type)

Title: _____

(SEAL)

Note: Attest for a corporation must be by the secretary of record for the corporation, as reflected in the records of the Georgia Secretary of State; for a partnership by another partner; for an individual by a notary.

Note: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full names and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

<u>Name</u>	<u>Address</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

END OF SECTION

BID BOND

STATE OF GEORGIA

COUNTY OF MACON-BIBB

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the Owner, the Macon Water Authority, in the sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted to the Owner a Bid for the _____.

NOW THEREFORE, the conditions of this obligation are such that if the Bid be accepted, the Principal shall, within ten days after receipt of conformed Contract Documents, execute a Contract in accordance with the Bid upon the terms, conditions and prices set forth therein, and in the form and manner required by the Contract Documents and execute sufficient and satisfactory separate Performance and Payment Bonds payable to the Owner, each in an amount of 100 percent of the total Contract Price, in form satisfactory to the Owner, then this obligation shall be void; otherwise, it shall be and remain in full force and effect in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid Owner, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

This bond is given pursuant to and in accordance with the provisions of the Georgia Procurement Manual and Georgia Local Government Public Works Construction Law, O.C.G.A. § 36-91-1 et. seq.. All the provisions of the law referring to this character of bond as set forth in said Manual or Code Sections or as may be hereinafter enacted and these are hereby made a part hereof to the same extent as if set out herein in full.

*Remainder of Page Left Blank
[Signatures, attestations, and seals on following page]*

IN WITNESS WHEREOF, the said Principal has hereunder affixed its signature and seal, and said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this _____ day of _____, 20__.

CONTRACTOR - PRINCIPAL: _____

By: _____

Name: _____

(Print or Type)

Address: _____

Phone: _____

Attest: _____

Name: _____

(Print or Type)

Title: _____

(SEAL)

Note: Attest for a corporation must be by the secretary of record for the corporation, as reflected in the records of the Georgia Secretary of State; for a partnership by another partner; for an individual by a notary.

SURETY: _____

By: _____

Name: _____

(Print or Type)

Title: _____

Phone: _____

Attest: _____

Name: _____

(Print or Type)

Title: _____

(SEAL)

Note: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

END OF SECTION

SECTION 00420

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information desired. Attach all additional sheets to this statement.

1. Name of Bidder: _____
2. Permanent main office address: _____
3. When organized: _____
4. If a Corporation, where incorporated: _____
5. How many years have you been engaged in the contracting business under your present firm or trade name? _____
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion): _____
7. General description of type of work performed by your company: _____

8. Have you ever failed to complete any work awarded to you? If so, where and why?

9. Have you ever defaulted on a contract? If so, where and why?

10. Attach a list of the most important projects recently completed by your company which are similar in scope to this Project. For each project, list its: official name and owner, a contact person's name, company and position, address and phone number; completion date; and contract amount.
11. Names, background and experience of the principal members of your organization, including officers: _____

Statement of Bidder's Qualifications

12. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated this _____ day of _____, 20__.

BIDDER: _____

By: _____

Title: _____

State of _____

County of _____

_____ being duly sworn deposes and says that he or she is
_____ of _____ and that the answers to the foregoing
questions and all statements therein contained are true and correct. Subscribed and sworn to before
me this _____ day of _____, 20__.

Notary Public: _____

(SEAL)

My Commission Expires: _____

(Date)

END OF SECTION

SECTION 00421**STATEMENT OF EQUIPMENT**

Show machinery and other equipment available to the Bidder for prosecuting the Work required by the Contract Documents. (To be filled in by Bidder and submitted with Bid.) Please also include photo documentation of all equipment listed.

Available Machinery and Other Equipment			Date Proposed To Be Placed On Work
Kind - Size - Capacity	Location	Ownership	

The above is a true statement of the equipment available to the undersigned Bidder for prosecuting the Work required by the Contract Documents. Where it is shown that the equipment is not owned by the Bidder, arrangements have been made with the owners to furnish the equipment.

Signed:_____

Name:_____

Title:_____

END OF SECTION

SECTION 00422

CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary of the Corporation named as Bidder in the foregoing Bid; that _____, who signed said Bid on behalf of the Bidder was then _____ of said Corporation; that said Bid was duly signed for and on behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of _____.

This _____ day of _____, 20____.

(Corporate Secretary) _____

(SEAL)

END OF SECTION

SECTION 00423

STATEMENT OF DISADVANTAGED FIRM UTILIZATION

The Bidder shall list all disadvantaged firms, as are defined in the Instructions to Bidders, providing subcontracting services, furnishing products or materials, etc., to be utilized in the performance of the work. This list shall be submitted in the following format:

Subcontractor (Name & Address)	Nature of Work to be Contracted	Group (Local, DBE)	Anticipated Cost of Services (\$ Value, %)
			\$
			%
			\$
			%
			\$
			%
			\$
			%
			\$
			%
			\$
			%
			\$
			%
			\$
			%
			\$
			%

NOTE: Any proposed changes from the above list shall be submitted in writing to the Macon Water Authority prior to initiation of the action, with the reason for the proposed deviation.

END OF SECTION

SECTION 00425

CONTRACTOR'S LICENSE CERTIFICATION

Contractor's Name: _____

Georgia Contractor's License Number: _____

Expiration Date of License: _____

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: _____

Printed: _____

Date: _____

END OF SECTION

CONTRACTOR'S CERTIFICATION OF AUTHORITY
(IF OUT OF STATE CONTRACTOR)

Contractor's Name: _____

Georgia Certificate of Authority Number: _____

Expiration Date of Certificate: _____

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: _____

Printed: _____

Date: _____

END OF SECTION

SECTION 00480

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF GEORGIA COUNTY OF _____
_____, being first duly sworn, deposes and says that:

He or she is _____
(Owner, Partner, Officer, Representative or Agent)
of _____, the Bidder that has submitted the attached Bid;

He or she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

He or she understands that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damages awards;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner, the Macon Water Authority, or any person interested in the proposed Contract; and

The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant. Affiant agrees to abide by all conditions of this Bid, and certifies that he or she is authorized to sign this Bid for the Bidder.

(Signed) _____

(Title) _____

Subscribed and Sworn to before me this _____ day of _____, 20__.

(Notary Public)
(SEAL)

My Commission Expires: _____

Note: If the Bidder is a partnership, all of the partners and any officer, agent or other person who

may have represented or acted for the partnership shall also make the foregoing oath. If the Bidder is a corporation, all officers, agents, or other persons who may have acted for or represented the corporation shall also make the oath.

END OF SECTION

MACON WATER AUTHORITY

Agreement Number 001

Agreement For Services

This Agreement For Services (“Agreement”), dated this ____ day of _____ 20__, sets forth the terms and conditions under which the **MACON WATER AUTHORITY** (the “Owner”) hereinafter retains the Services of _____ (the “Contractor”). This Agreement shall be effective on the date above if signed by both of the Owner’s Board Chairman and Executive Director.

1. PARTIES TO AGREEMENT

The Owner’s address and its contact person(s) are:

Macon Water Authority
790 Second Street
P.O. Box 108
Macon, GA 31202-0108

Attention: Jarvis Fennelle, Facilities and Fleet Manager
Phone: (478) 738-6471

The Contractor’s address and its contact person(s) are:

2. PROJECT AND SCOPE OF SERVICES

2.1 The Contractor shall provide Services, as hereinafter particularly described below, on the following project (hereinafter referred to as the "Project"): mowing and trimming at **Amerson Water Treatment Plant, Lower Poplar Water Reclamation Facility, and Rocky Creek Water Reclamation Facility.**

2.2 The Contractor represents to the Owner that individuals that the Contractor shall utilize to fulfill and complete this Agreement possess expertise in the following disciplines and possess the following accreditations or other credentials, if any:

2.3 The Contractor shall provide the Owner the following Equipment and/or Services with respect to the Project: **Equipment and services necessary to provide mowing and trimming within the mowing limits at four locations in a safe, effective, and timely manner, as stated in the contract documents herein, including, but not limited to Specification Section 04000 "Grass Mowing and Trim Maintenance", which is incorporated herein.**

2.4 As part of its Services, the Contractor shall produce for the Owner the following tangible products or deliverables:

- **Mowing at the Project**
- **Trimming at the Project**
- **Leaf Blowing/Debris Removal at the Project**

3. WHEN SERVICES WILL BE PERFORMED

3.1 The term of this Agreement shall commence on _____ (the "Start Date") and shall continue for a period of twelve (12) consecutive months unless earlier terminated in accordance with the provisions of this Agreement.

3.2 Unless otherwise terminated in accordance with the terms of this Agreement, following the initial term, this Agreement shall automatically renew for subsequent one-year terms, subject to the following limitations and notice requirements. Notwithstanding anything to the contrary herein, the total number of automatic renewals shall not exceed three. With each renewal as provided for under this Agreement, the Contract Price shall increase by an amount of 4% of the Original Contract Price to account for regular inflation and other costs to the Contractor. No other increases to the Contract Price will be accepted or permitted without an Amendment to this Agreement signed by the Contractor and the Owner.

3.3 Either Party may prevent the automatic renewal of this Agreement by providing written notice of its intent to not automatically renew this Agreement to the other party, which

notice must be received by the other party no less than ninety (90) days prior to the expiration date of the then-current term. In such event, this Agreement shall automatically terminate as of the last date of the then-current term.

4. COMPENSATION PAYABLE TO CONTRACTOR

- 4.1 Compensation under this Agreement shall be pursuant to the terms specified, in the principal amount of \$_____, (the "Contract Price") which shall be paid in equal monthly installments on the _____ day of each month conditioned on Contractor's performance of the Services and Owner's acceptance of the Services performed by Contractor as provided in this Agreement.

5. WORKING RELATIONSHIP

5.1 The Contractor will function in cooperation with the Owner's designated representative, which is set forth in Section 1 of this Agreement. The Contractor will consult with the Owner before finalizing recommendations or taking action at Project milestones or other key decision points.

5.2 The Owner shall have the right, at its sole discretion, to demand and require the Contractor to remove any employee or subcontractor working for the Contractor on the Project and to replace such employee or subcontractor without cost or liability to the Owner.

5.3 For purposes of safety and otherwise, the Contractor, at all times, shall ensure its ability to thoroughly and clearly communicate, in any and all necessary languages, with the Owner and with the Contractor's employees, agents, representatives, and subcontractor. The Contractor agrees to employ one or more supervisory-level personnel capable of thoroughly and clearly communicating, in any and all necessary languages, with the Owner and with the Contractor's employees, agents, representatives, and subcontractor, and that such supervisory-level and language-capable personnel shall be stationed at and assigned to the location(s) or site(s) where, and at all times when, any and all work or services under this Agreement shall be performed.

5.4 The Contractor shall ensure that any and all electronic devices, computers, software, hardware, equipment and other similar and related items that are utilized by the Contractor, or any entity or person under the Contractor's supervision or control, do not harm, or allow harm, to the Owner's computers, systems, networks, and technology. The Contractor shall take any and all measures possible to protect the Owner's computers, systems, networks, and technology from viruses and other malicious codes.

6. COMPENSATION, BILLINGS AND BONDS

- 6.1 The Contractor's compensation shall be as set forth in Section 4.1 ~~or Exhibit A.~~

6.2 The Owner shall pay all accurate and properly rendered invoices within thirty (30) days from their date of receipt at the Owner's offices. The Owner agrees to pay any undisputed portion of any disputed invoice.

6.3 As a condition precedent to final payment, whether upon completion of all Services or upon cancellation or termination of the Agreement, the Contractor shall (1) perform and engage in a formal checkout process with the Owner for purposes of completing all forms, submitting documentation, and providing the Owner any and all other information, items or things required by the Contract Documents, and (2) return all of the Owner's property to the Owner.

6.4 The contractor for this project shall be required to furnish both a Performance and a Payment Bond, satisfactory to the owner, each in the amount of 100% of the Contract Price.

7. CANCELLATION OR TERMINATION BY OWNER

7.1 The Owner reserves the right to cancel or terminate this Agreement with notice in writing to the Contractor. In the event of cancellation or termination, the Owner shall pay to the Contractor all compensation earned and, where applicable, reimbursable expenses incurred up to and including the effective date of cancellation or termination provided the Contractor is not in breach of this Agreement.

7.2 Within three (3) business days of such cancellation or termination, and pursuant to Paragraph 6.3, above, the Contractor shall produce, submit and deliver to the Owner all documents, material, data and information gathered or developed for the Project, including all of the items identified in Paragraphs 10.1, 10.2, and 10.3, below. Under no circumstances shall the Contractor assert any lien or other claim over or relating to any such documents, material, data and information.

7.3 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the work or services covered by this Agreement, in whole or in part, for such period of time as the Owner may determine. For an extended delay beyond 30-days, the Owner will pay the Contractor for costs caused by a delay in work due to price increase, if this applies.

8. INDEPENDENT CONTRACTOR

8.1 The Contractor and its employees shall perform as an independent Contractor and not as employee(s) of the Owner. The Contractor retains sole and exclusive liability for all contributions, taxes or payments required to be made on account of the Contractor's employees under federal or state income tax laws, unemployment compensation acts, social security acts, and all other legislation requiring employer contributions or withholdings.

8.2 The Contractor shall maintain strict discipline among all personnel employed at any Project site, and no person under the influence of drugs or alcohol shall be allowed on the property of the Owner, nor shall any person employed on any Project site have in his or her possession any drugs, alcohol or firearms. Unprofessional conduct, including but not limited to horseplay, wrestling, and fighting, shall not be permitted or allowed.

9. RESPONSIBILITY FOR SERVICES

9.1 In the performance of this Agreement, the Contractor warrants that it shall consistently render its best efforts and shall exercise that degree of skill and care which others would exercise in like circumstances and that its Services will be performed without errors or omissions.

9.2 If Services performed by the Contractor fail to meet the standards set forth in Section 9.1, the Owner may elect to have the Contractor re-perform, or cause to be re-performed, at no cost to the Owner any of the Services which fail to meet said standards where: (i) such failure appears during the performance of the Contractor's Services or within one year from the date of completion of the Contractor's Services, and (ii) the Owner notifies Contractor of any such failure within sixty (60) days of the time that the failure becomes apparent. This paragraph shall not be interpreted to limit the right of the Owner to pursue and obtain any and all other remedies against the Contractor at law or in equity.

9.3 The Owner acknowledges that the Contractor shall be entitled to rely on the accuracy and currency of information supplied by the Owner or by any of the Owner's Contractors or consultants, or available from generally accepted reputable sources.

9.4 OWNER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED.

10. OWNERSHIP OF WORK PRODUCT

~~10.1 The reports, recommendations, specifications, drawings, technical data, sketches, computer software, and all other information developed by the Contractor in connection with its performance under this Agreement (the "Information") shall be the property of the Owner. In entering into this Agreement, the Contractor hereby transfers to the Owner all right, title, and interest, including the copyright, in and to the Information.~~

~~10.2 The reports, recommendations, specifications, drawings, technical data, sketches, computer software, and all other information developed by equipment vendors or other third parties in this Agreement shall be the property of the Owner. This provision shall not act to transfer rights of owners of standard software or specification packages for which copyright is retained by the developer.~~

~~10.3 All original technical data, evaluations, reports and other work product of the Contractor shall be delivered to the Owner upon the completion or cancellation of Services under this Agreement, pursuant to Paragraph 7.2, above. The Contractor may retain one (1) copy of all documents produced by the Contractor for its permanent file.~~

10.4 Notwithstanding any other provision herein, the Contractor does not hereby provide owner with any rights or licenses expressed or implied, to any intellectual property rights of any nature owned by the Contractor.

11. ACCOUNTING AND RECORDS

11.1 Where the Contractor's compensation includes reimbursement for any labor or expenses, the Contractor will maintain a system of accounting and record keeping for such labor and expenses. Further, the Contractor shall allow the Owner's inspection of necessary supporting receipts and documentation for audit purposes for a period of six (6) years after completion of Services provided under this Agreement. The Owner's audit rights shall not extend to the characterization of any lump sums, unit rates or fixed percentage, other than to verify such costs are properly chargeable to the Owner.

12. COMPLIANCE WITH LAWS

12.1 The Contractor shall comply with all federal, state and local laws, regulations, ordinances, and other legal mandates applicable to the performance of its Services under this Agreement including but not limited to laws governing health, safety, the protection or preservation of the environment, and occupational licensing. The provisions of O.C.G.A. 45-10-20 et seq. have not and must not be violated under the terms of this Agreement.

12.2 Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel, as defined in O.C.G.A. Section 50-5-85.

13. DRUG-FREE WORKPLACE

13.1 Contractor hereby certifies that he or she will not engage in the unlawful Contractor, sale distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement.

13.2 Contractor hereby certifies that, if he or she has more than one employee, including the 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 Agreement.

13.3 Contractor hereby certifies that Contractor will secure from any subcontractor hired to work on any job assigned under this Agreement 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."

13.4 Contractor makes these certifications with the understanding that he or she may be suspended, terminated, or debarred if it is determined that the Contractor made false certification

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

14. EQUAL EMPLOYMENT OPPORTUNITY

14.1 The Contractor will not discriminate against any worker, employee or applicant for employment because of race, color, religion, sex, national origin, age, citizenship status, veteran status, or handicap. The Contractor will take affirmation action to ensure that applicants are employed, and that workers are treated during employment, without regard to their race, color, religion, sex, national origin, age, citizenship status, veteran status, or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

15. CONTINGENCY FEES

15.1 The Contractor represents that it has not employed and shall not employ any person other than its own principals and employees to solicit this Agreement or any contract with the Owner, and that it has not and shall not pay any person other than its own principals and employees any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement or any other contract with the Owner.

16. SUBCONTRACTORS

16.1 The Contractor shall manage all work and Services performed under this Agreement. Upon the Owner's prior written consent, the Contractor may subcontract the Services to be provided. In such event, the rights and obligations of the Contractor and the Owner will not be diminished.

16.2 All of the Contractor's subcontractors shall be directly responsible to Contractor and shall be under the Contractor's direct supervision. The Contractor shall be as fully responsible and accountable to the Owner for the acts and omissions of its subcontractor and of persons either directly or indirectly employed by subcontractor in the performance of Services under this Agreement as the Contractor is for the acts and omissions of persons it directly employs. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and the Owner.

16.3 If the Contractor utilizes subcontractor(s) with respect to this Agreement, then the Contractor will require subcontractor(s) to comply with all terms and conditions of this Agreement including, but not limited to the insurance requirements. The Contractor shall require all Subcontractors to supply a certificate of insurance as required herein before the Subcontractor commences any work.

17. INSURANCE

17.1 The Contractor and all Subcontractors shall maintain insurance in the types and coverage amounts shown below, which insurance shall provide coverage for Contractor during the term of this Agreement. On the date the Contractor signs this Agreement, the Contractor shall provide the Owner with (i) an endorsement from the insurer naming the Owner as an additional insured under the liability policies and (ii) certificate(s) verifying that these insurance coverages and limits are in force. Additional certificates of insurance shall be provided whenever individual policies are renewed (or replaced) on their anniversary date and at such other times as the Owner requests.

17.2 The insurance requirements of this Agreement are:

Type of Insurance	Coverage Limits
Workers' Compensation with GEORGIA under Section 3A (Statutory)	
Employer's Liability	\$1,000,000 -\$500,000 Each Accident
	\$1,000,000 -\$500,000 Disease Policy Limit
Waiver of subrogation in favor of MWA	\$1,000,000 -\$500,000 Disease Each Employee
Comprehensive General Liability	\$1,000,000 per occurrence
Including Contractual Liability,	\$2,000,000 annual aggregate
Including Products and Completed Operations	
Bodily Injury and Property Damage	
Including Products and Completed Operations	
Including Primary and Non-Contributory endorsement	
Including Per project aggregate endorsement	
Owner is named as additional insured	
Comprehensive Auto Liability,	\$1,000,000 combined single limit
Including owned, hired and non owned Liability	
Owner is named as additional insured	
Umbrella Liability Insurance	\$5,000,000 -\$1,000,000-annual aggregate
Covering Comprehensive General Liability (CGL) and	
Comprehensive Auto Liability	
Owner is named as additional insured	
Covering Employer's Liability	

17.3 If such CGL insurance contains a general aggregate limit, it shall apply separately to this project, (Per Project Aggregate Endorsement). Each policy shall be indorsed with ISO Form CG 25 03 11 85 or equivalent form with wording satisfactory to Owner.

17.4 The Contractor waives all rights, including rights of subrogation, against the Owner and its respective directors, officers, partners, commissioners, officials, agents, insurers, Subcontractors, consultants and employees for damages covered by any type of insurance during and after the completion of the Work.

~~17.5 The Contractor will retain ownership of all equipment supplied as set forth in: Exhibit A until the equipment is operational.~~

18. INDEMNIFICATION

18.1 The Contractor agrees to hold harmless and indemnify the Owner, its directors, officers, and employees from and against any and all liability, claims, actions, causes of action, losses, damages, demands, suits, judgments, costs and expenses arising out of bodily injury (including death) to persons, damage to property, including, but not limited to, any and all costs, expenses, legal fees and liabilities, incurred in and about investigation, defense or prosecution thereof, to the extent caused by a negligent act, error or omission of the Contractor or any Subcontractor(s), or as a result of defective Services under this Agreement.

19. CONTRACT ADMINISTRATION

19.1 The Owner and the Contractor have each appointed certain individuals whose names and phone numbers appear in Section 1 to be their respective representatives in the administration and performance of this Agreement. The Owner's representative shall have no power or authority to change this Agreement or to execute or agree to any change orders.

19.2 To be binding against the Owner, and as a condition precedent thereto, any addition, deletion or modification to the terms of this Agreement must be in writing and signed by the Board Chair and Executive Director. The Contractor acknowledges that the Owner does not, and will not be deemed to, waive this condition precedent under any circumstances.

19.3 Failure of the Owner or the Contractor to insist in any one or more instances on performance of any of the terms and conditions of this Agreement, or to exercise any right or privilege contained in this Agreement, or the waiver of any breach of the terms and conditions of this Agreement, shall not be considered as creating or constituting a waiver of any such terms, conditions, rights or privileges, and the same shall continue and remain in force and effect.

19.4 The Contractor and the Owner will adhere to all applicable health and safety laws, rules and regulations including Occupational Safety and Health Administration's ("OSHA") Rules and Regulations effective at the time the work was performed.

19.5 The Contractor shall not assign any of its rights, or delegate any of its duties, under this Agreement without the prior written consent of the Owner.

19.6 This Agreement shall be governed by the laws of the State of Georgia.

19.7 All agreements between the parties are incorporated into this Agreement. In the event of any conflict or inconsistency between this Agreement and any provisions, terms or conditions of any other prior agreement, the provisions, terms and conditions of this Agreement shall supersede, control and prevail over the conflicting or inconsistent provisions of the prior agreement.

19.8 For purposes of this Agreement, The Macon Water Authority itself will serve in the capacity of engineer through the use of The Macon Water Authority's own employees. Any reference to "engineer" in this Agreement, is understood to refer to The Macon Water Authority's employees.

20. FORCE MAJEURE

20.1 The Contractor will not be responsible or liable in any way for delay or failure to perform its obligations under this Agreement during any period which performance is prevented or hindered by conditions reasonably beyond its control, acts of God, fire, flood, and other unusually adverse weather conditions, war, embargo, explosions, riots, laws, rules, regulations and order of any governmental authority.

21. AMENDMENTS

21.1 The Agreement may be amended in writing by mutual consent of the parties. All amendments to the Agreement must be in writing and fully executed by duly authorized representatives of the parties.

22. CAPTIONS

22.1 The headings in this Agreement are for the convenience of the parties hereto and shall in no way affect the work or interpretation of this Agreement or any part hereof.

[Remainder Of Page Left Blank]

[Signatures On Following Page]

IN WITNESS WHEREOF, the Owner and the Contractor, intending to be legally bound and each acting through persons duly authorized, have placed their signatures on duplicate original copies of this Agreement.

MACON WATER AUTHORITY
(Owner)

(Contractor)

Gary Bechtel, Board Chairman

Authorized Signature

Ron Shipman, Executive Director & President

Printed Name

Title

Date _____

(Official Seal)

Attest:

Signature

Title:

Approved as to form:

(Corporate Seal)

By: _____

Printed Name: _____
Attorney for Macon Water Authority

EXHIBIT “A” (See Paragraphs 4.1, 6.1 and 17.5)

PRE-AWARD OATH

STATE OF GEORGIA
COUNTY OF _____

In accordance with O.C.G.A. 36-91-21(e), we, the undersigned of _____

being first duly sworn, depose and say that:

We have not directly or indirectly violated O.C.G.A. 36-91-21(d), and more specifically, we have not

- prevented or attempted to prevent competition in such bidding or proposals by any means whatever,
- prevented or endeavored to prevent anyone from making a bid or proposal thereof by any means whatever, nor
- caused or induced another to withdraw a bid or proposal for the work.

We, the undersigned, to the best of our knowledge, affirm that no other officers, agents or other persons acted for or represented the Contractor in the bidding for and procurement of this Contract.

Signature	Printed Name	Title	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(Notary Public) My Commission Expires: _____

(SEAL)

END OF SECTION

SECTION 00600

PERFORMANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

That

(Legal title and address of the Contractor)

as Principal (hereinafter referred to as "Contractor"), and _____

(Legal title and address of Surety)

as Surety (hereinafter referred to as "Surety"), do hereby acknowledge ourselves indebted and firmly bound and held unto the Macon Water Authority (the "Owner") in the amount of _____ Dollars (\$ _____ .00) to which payment Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bound Principal has entered into a Contract with Owner bearing date of _____ for construction of _____ Project in accordance with Contract Documents prepared by Owner all of which said Contract Documents are incorporated herein by reference and made a part hereof, and are hereinafter collectively referred to as the "Contract."

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Contractor shall promptly and faithfully perform and comply with the terms and conditions of said Contract; and shall indemnify and save harmless the Owner against and from all costs, expenses, damages, injury or loss to which said Owner may be subjected by reason of any wrongdoing, including patent infringement, misconduct, want of care or skill, default or failure of performance on the part of said Principal, his agents, subcontractors or employees, in the execution or performance of said Contract, and shall fully reimburse and repay the said Owner any and all outlay, costs, and expense which it may incur in making good any such default and shall guarantee all products and workmanship against defects, as provided in the Contract Documents which comprise and constitute the Contract, for a period of one year and shall replace all defective work and products for such period of one year then this obligation shall be null and void; otherwise it shall remain in full force and effect.

1. The said Surety to this bond, for value received, hereby stipulates and agrees that no change or changes, extension of time or extensions of time, alteration or alterations or addition or additions to the terms of the Contract or to the Work to be performed thereunder, or the specifications or drawings accompanying same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change or changes, extension of time or

extensions of time, alteration or alterations or addition or additions to the terms of the Contract or to the Work or to the specifications or drawings.

2. It is expressly agreed that this bond shall be amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the Contract Price more than 20 percent in excess of the original Contract Price, so as to bind the Principal and Surety to the full and faithful performance of the Contract as so amended. The term "amendment" shall include any alteration, addition, extension, or modification of any character whatsoever.
3. If pursuant to the Contract Documents the Contractor shall be declared in default by the Owner under the aforesaid Contract, the Owner shall take possession of the Project and finish the Work by whatever method the Owner may deem expedient, in accordance with Article 7 of the General Conditions.
4. Supplementary to and in addition to the foregoing, whenever the Owner shall notify the Surety that the Owner has notice that the Contractor has failed to pay any subcontractor, materialman, or laborer for labor or materials certified by the Contractor as having been paid for by the Contractor, the Surety shall, within thirty (30) days of receipt of such notice, cause to be paid any unpaid amount for such labor or materials.
5. It is expressly agreed by the Principal and the Surety that the Owner, if it desires to do so, is at liberty to make inquiries at any time of subcontractors, laborers, materialmen, or other parties concerning the status of payments for labor, materials, or services furnished in the prosecution of the work.
6. The Surety agrees that other than as is provided in this bond it may not demand of the Owner that the Owner shall (a) perform any thing or act, (b) give any notice, (c) furnish any clerical assistance, (d) render any service, (e) furnish any papers or documents, or (f) take any action of any nature or description which is not required of the Owner to be done under the Contract Documents.
7. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the legal successors of the Owner.

This bond is given pursuant to and in accordance with the provisions of the Georgia Procurement Manual and of Title 36, Chapter 91 of the Official Code of Georgia Annotated, as may be amended or modified from time to time, and all the provisions of the law referring to this character of bond as set forth in said sections or as may be hereafter enacted or amended and these are hereby made a part hereof to the same extent as if set out in full herein.

Remainder of Page Left Blank

[Signatures, attestations, and seals on following Page]

Signed and sealed this _____ day of _____, 20__.

Signed, sealed and delivered
in the presence of:

(Insert Name of Contractor)

1. _____

By: (Signed)_____

(Printed)_____

2. _____

Attest :(Signed) _____

(Printed)_____

(CORPORATE SEAL)

Signed, sealed and delivered
in the presence of:

(Insert Name of Surety)

1. _____

By: (Signed)_____

(Printed)_____

2. _____

Attest :(Signed) _____

(Printed)_____

(CORPORATE SEAL)

APPROVED AS TO FORM:

(Printed Name)

Attorney for the Macon Water Authority

END OF SECTION

PLACE SURETY FOR PERFORMANCE BOND HERE

PAYMENT BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

That

(Legal title and address of the Contractor)

as Principal (hereinafter referred to as "Contractor"), and _____

(Legal title and address of Surety)

as Surety (hereinafter referred to as "Surety"), do hereby acknowledge ourselves indebted and firmly bound and held unto the Macon Water Authority (the "Owner"), in the amount of _____ Dollars (\$ _____ .00) to which payment Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a Contract with Owner bearing date of _____ for mowing and trimming services of _____ Project in accordance with the Contract Documents prepared by Owner, all of which said Contract Documents are incorporated herein by reference and made a part hereof, and are hereinafter collectively referred to as the "Contract."

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Contractor shall promptly make payment to all claimants as hereinafter defined for all labor and material supplied in the prosecution of the work provided for in said Contract Documents, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. The said Surety to this bond, for value received, hereby stipulates and agrees that no change or changes, extension of time or extensions of time, alteration or alterations or addition or additions to the terms of the Contract or to the Work to be performed thereunder, or the specifications or drawings accompanying same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change or changes, extension of time or extensions of time, alteration or alterations or addition or additions to the terms of the Contract or to the work or to the specifications or drawings.
2. It is expressly agreed that this bond shall be amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract Documents not increasing the Contract Price more than 20 percent in excess of the original Contract Price, so as to bind the Contractor and Surety to the full and faithful performance of the Contract as so amended. The term "amendment" shall include any alteration, addition, extension, or modification of any character whatsoever.

3. A Claimant is defined as any subcontractor and any person supplying labor, materials, machinery, or equipment in the prosecution of the Work provided for in said Contract.
4. Every person or entity entitled to the protection hereunder and that has not been paid in full for labor or materials furnished in the prosecution of the Work referred to in said bond before the expiration of a period of ninety days after the day on which the last of the labor was done or performed by them, or materials or equipment or machinery was furnished or supplied by them for which such claim is made, or when they have completed its subcontract for which claim is made, shall have the right to sue on such payment bond for the amount, or the balance thereof, unpaid at the time of the commencement of such action and to prosecute such action to final execution and judgment for the sum or sums due them; provided, however, that any person or entity having direct contractual relationship with a subcontractor, but no contractual relationship, express or implied, with the Contractor, shall have the right of action upon this bond upon giving written notice to said Contractor within ninety days from the day on which such person or entity did or performed the last of the labor, or furnished the last of the materials or machinery or equipment for which such claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished or supplied or for whom the labor was performed or done; provided further that nothing contained herein shall limit the right of action to said 90-day period. Notice may be served by depositing a notice, registered mail, postage prepaid, duly addressed to the Contractor at any place the Contractor maintains an office or conducts business, including any post office or branch post office or any letter box under the control of the United States Postal Service, or notice may be served in any manner in which the sheriffs of Georgia are authorized by law to serve summons or process.
5. Every suit instituted under this section shall be brought in the name of the claimant without the Owner being made a party thereto. The official who has the custody of said bond is authorized and directed to furnish, to any person or entity making application therefor who submits an affidavit that it has supplied labor or material for such work and payment therefor has not been made, or that it is being sued on any such bond, a copy of such bond and the Contract for which it was given, certified by the official who has custody of said bond; this copy shall be primary evidence of this bond and Contract and shall be admitted as evidence without further proof. Applicants shall pay for such certified copies and such certified statements such as fees as the official fixes to cover the cost of preparation thereof, but in no case shall the fee exceed the fees which the clerks of the superior courts are permitted to charge for similar copies.
6. No action can be instituted on this bond after one year from the date of the final acceptance of the Owner.

This bond is given pursuant to and in accordance with the provisions of the Georgia Procurement Manual and of Title 36, Chapter 91 of the Official Code of Georgia Annotated, as may be amended or modified from time to time, and all the provisions of the law referring to this character of bond as set forth in said sections or as may be hereafter enacted or amended and these are hereby made a part hereof to the same extent as if set out in full herein.

[Signatures, attestations, and seals on following Page]

Signed and sealed this _____ day of _____, 20__

Signed, sealed and delivered
in the presence of:

(Insert Name of Contractor)

1. _____

By: (Signed) _____

(Printed) _____

2. _____

Attest: (Signed) _____

(Printed) _____

(CORPORATE SEAL)

Signed, sealed and delivered
in the presence of:

(Insert Name of Surety)

1. _____

By: (Signed) _____

(Printed) _____

2. _____

Attest: (Signed) _____

(Printed) _____

(CORPORATE SEAL)

APPROVED AS TO FORM:

(Printed Name)

Attorney for the Macon Water Authority

END OF SECTION

PLACE SURETY FOR PAYMENT BOND HERE

SUPPLEMENTARY CONDITIONS**GENERAL** (Example, if any conditions exist)

The provisions in these Supplementary Conditions shall govern in the event of any conflict between the General Conditions and the provisions herein.

Policy “A”. ~~Compaction Tests and Shop Drawing Submittals~~

~~Please contact Mr. Joel Herndon, the Macon Water Authority’s (the “Owner’s”) Chief Inspector, at 478.464.5639 before commencing the construction activity. Compaction tests, where required, shall be performed in accordance with Macon Water Authority’s policy. The Contractor and the soil testing laboratory shall contact Mr. Herndon before the testing. The location at which the tests are performed will be decided by our inspection crew. The test report shall be submitted to the Engineering Division before the Owner can accept the Project for operation and maintenance. The Contractor shall submit five (5) copies of the shop drawings (ductile iron pipe, gate valve, valve box, ductile iron fittings, fire hydrant, manholes, manhole frames and covers, gravity sewer pipe, support structures, appurtenances, etc.) before installation. The Contractor will not be permitted to install materials and appurtenances until all the shop drawings are approved. The Contractor shall submit two copies of as-built drawings after the completion of construction but before the Project is accepted for operation and maintenance. The as-built drawings shall include the following for water/sewer portion of the Project: location of water main, valves, fire hydrants, fittings, water services to each lot, location of sewer mains, manholes (including rim and invert elevations), distance and angle between manholes, distance and length of each lateral from manholes, location of water main, gate valves, fire hydrants and fittings, width of easements and any other pertinent information.~~

Note: See Section 01720 for additional requirements.

Policy “B”. – Televising: NOT USED

Policy “C”. ~~As-Built: Produce and submit “AS-BUILT” survey of the generator, electrical lines to and from transfer switch, and any other underground utilities that were encountered during the installation. As-Built shall be prepared by a licensed Professional Engineer or Georgia Registered Land Surveyor, as appropriate for the project, and shall be submitted before the project is accepted by the Owner for operation and maintenance and before any project plat is signed.~~

~~The As-Built drawings shall be submitted in either the (.dxf) or the (.dwg) version DWG 2010 or later on a USB Flash Drive, along with two (2) sets of plans in the same format as shown on the drive. The As-Built drawings shall be submitted on a (24” x 36”) sheet. The vertical and horizontal accuracy of the as-builts shall be within 0.1 foot accuracy.~~

~~All relative information such as right-of-way, property corners, state plane monuments, etc. shall be located and tied to Georgia State Plane Coordinates.~~

~~**Policy “D” — Payment Estimate Form** — The Contractor shall generate an EXCEL spreadsheet listing all items in the Proposal and columns for quantities this period, total this period, total quantities to date, and total amount to date for a detail backup for the attached pay estimate summary sheet. —~~

MWA PAY ESTIMATE FORM – FOLLOWS ON SEPARATE PAGE

- **Project Milestone & Scheduling-** It is the desire of the Owner to complete this Project within the Contract Time allocated in the Contract Documents.

END OF SECTION



PAY ESTIMATE Summary Sheet

Macon Water Authority

790 Second Street P.O. Box 108
Macon GA 31202
Phone: (478) 464-5600
Fax: (478) 738-3864

Project Name: _____

Project Number: _____

Pay Estimate Number: _____ Partial: _____

Pay Period: _____ Final: _____

Original Contract Amount: \$ _____

Total Change Orders to Date: _____

Current Contract Amount: \$ _____

Original contract Work Performed to Date: _____

Change Order Work Performed to Date: _____

Materials Stored on Job Site: _____

Subtotal: _____

Less (5 %) Previous Retainage: _____

Subtotal: _____

Less Previous Payments: _____

Current Invoice Amount: _____

Less (5 %) Current Retainage: _____

Balance Due This Payment: _____

According to the best of my knowledge and belief, all items and amounts shown on the face of this Pay Estimate are correct; that all Work has been performed or materials supplied, or both, in full accordance with the requirements of the Contract Documents, or duly authorized deviations or additions thereto; that the foregoing is a true and correct statement of the Contract Price account up to and including the last day of the period covered by this Pay Estimate; that none of the "Balance Due This Payment" has been received, and that the undersigned and its Subcontractors have complied with all the labor provisions of the Contract Documents.

The Contractor further certifies that on those items of Work not disputed that all payables, materials, bills, and other indebtedness connected with the Work have been paid (less retention equal to that being retained by the Owner) for Work covered by previous payments. Quantities on request for partial payment are estimated only. Final quantities are by a final survey and "as built" drawings by Contractor.

(Contractor's Name-PRINT)

By: _____
(Signature of **Authorized Representative**)

Date: _____

Title: _____

By: _____
MWA-Inspector

By: _____
Project Engineer

By: _____
MWA-Project Manager

Date: _____

Date: _____

Date: _____

SAFETY IN WORK AREAS

PART 1 GENERAL

1.01 SCOPE

- A. The Contractor shall be responsible for conducting all Work in a safe manner and shall take reasonable precautions to ensure the safety and protection of workers, property and the general public. ~~The Contractor's responsibility for protection is described in Articles 21 and 22 of the General Conditions.~~
- B. All construction shall be conducted in accordance with the latest applicable requirements for Part 1926 of the Occupational Safety and Health Act, Safety and Health Regulations for Construction, Section 107 of the Contract Work Hours and Safety Standards Act, as well as any other local, state or federal safety codes and regulations.
- C. The Contractor shall designate a trained and qualified employee who is to be responsible for ensuring that the Work is performed safely and in conformance with all applicable regulations.
- D. The Contractor shall determine the safety hazards involved in prosecuting the Work and the precautions necessary to conduct the Work safely. If the Contractor is unsure as to any special hazards which may be unique to the various processes, it shall be Contractor's responsibility to determine such information prior to beginning the Work.
- E. The Contractor shall bear all risks associated with performing the Work and shall fully indemnify and hold harmless the Owner and Engineer.

1.02 SPECIAL REQUIREMENTS – Not Used.

END OF SECTION

GRASS MOWING AND TRIM MAINTENANCE

PART 1 GRASS CUTTING

1.01 SCOPE

- A. The Contractor shall furnish all labor, tools, specialized equipment, material, supplies, supervision and transportation to perform mowing maintenance services as specifically outlined in this document.

1.02 STANDARDS

- A. The basis of cutting and maintaining the grassed area is that all grass inclusive of all boundaries and edges are cut clean and even to the same height without damaging the existing surfaces.
- B. The standard for all areas in terms of the maximum height the grass may be allowed to reach before cutting must take place is 75mm, (3 inches) and the minimum allowed height to which grass will be cut on each occasion is 50mm, (2 inches).
- C. The entrance drive, parking areas, sidewalks, curbs and other hard surfaces shall be kept free of leaves, litter and debris.

1.03 EXTENT OF WORK

- A. This document applies to all grassed areas within the mowing limits at Amerson Water Treatment Plant, Lower Poplar Water Reclamation Facility, and Rocky Creek Water Reclamation Facility, as shown in the Exhibits included in the Contract Documents.
- B. On all sites indicated, the grassed areas, excluding heavily wooded areas and any areas dedicated as “no-cut” areas, shall be completely cut in a neat, uniform, and accurate fashion as described in the contract.
- C. Mowing will take place over all areas of grass up to paving, curb, fencing, walls and other boundaries or obstacles. All soft vegetation growth such as clover and the like shall be deemed to be part of the grass covering the areas to be mown under the contract.
- D. “No-Cut” areas may be designated by the Facilities and Fleet Manager at any time and are only to be mowed by the Contractor at the direction and/or request of the Facilities and Fleet Manager.

1.04 METHODS

- A. General Methods

Grass Maintenance

1. The Contractor may use the machinery and methods as they think best to achieve the Standards required by The Macon Water Authority (MWA) as described in Section 1.02.
2. A cut or cutting shall consist of as many passes in as many directions with the appropriate machinery or equipment as is necessary to cut all the grass clean and even to the standard required by the MWA and the satisfaction of the MWA Facilities and Fleet Manager.
3. The Contractor should note the different and alternative types of grass cutting machinery may be required in the same area to deal with dissimilar areas and to cut grass bents that will naturally occur during the growing season.
4. Ride-on machinery will be acceptable but pedestrian-operated machinery will also be required in some areas and will be essential in smaller areas. Use trimmers in locations where mowers cannot reach vegetations.
5. Guards and other protective devices must be fitted on all machines and always remain fitted (except when maintenance is being undertaken) and all Codes of Practice observed.
6. Machines must be of an appropriate type, well maintained, correctly adjusted, and set to the heights specified herein to give a clean even cut without causing damage.
7. The contractor may not use herbicides or any other chemicals (pesticides, fertilizers, etc.) to fulfill the requirements of this contract.

B. Mowing Methods

1. All grass shall normally be mown in parallel straight lines so that areas are left with a neat and tidy appearance giving a high visual standard. All grass should be cut with the minimum of overlap. On successive cuts the direction of the cut will, where appropriate, be at right angles to the previous cut.
2. The mowing speed must be controlled so as to achieve the best standards of finish. The operator must ensure that all movement of the machine, whether mowing, turning or in transit, does not damage the sward or its visual appearance. Particular care must be taken to avoid skidding, balding or the effects of fast turns. Should damage occur, the MWA Facilities and Fleet Manager will instruct the Contractor to reinstate the area promptly at the Contractor's own expense.
3. If mowing during wet weather and the grass is "laid down" by machinery or any other cause giving the appearance of having been cut even but subsequently "springs up", the area will have been deemed not properly cut and the Contractor will be required to re-cut or take such action at their expense so as to provide the required standard of finish.
4. Operators must be mindful of the direction of the chute while mowing, especially near open-water tanks and clarifiers where grass clippings are prohibited.

C. Trimming Methods

1. Grass edges will be clipped back to the turf in a clean and even manner using shears, weed trimmers and other suitable equipment. Where grass abuts obstructions e.g., fountains, flag poles, equipment or paved areas, it will be clipped back or trimmed back to the turf line at the same height as the main cut.
2. All areas around trees, shrubs, flower beds, buildings, steps, concrete structures, posts, fire hydrants, fences, sidewalks, and curbs will be edged with lawn trimmers after each mowing.
3. Undesired vegetation in sidewalks, curbs, cracks and other hard surfaces need to be maintained so there are no weeds growing in them.

D. Debris Removal/Blowing Methods

1. The use of power blowers is acceptable, however, accumulations of debris must be removed from the site and not blown onto adjacent property, street surfaces, sewer drains, fence lines or planting areas.
2. Any mowings landed on paved areas will be swept/blown off and any mowings landing on planted areas, shrub beds, flower beds etc., will be completely removed by the Contractor before proceeding to the next site. Should blowing equipment be used, grass and other debris must not be blown into open drainage culverts.
3. It is the responsibility of the Contractor to remove all litter and debris before and after each mowing/trimming. Bagging is not required however care should be used to avoid blowing clippings and other debris into any of the building entrance ways, walkways, flower beds, sidewalks, driveways, and parking lots.
4. The Contractor shall not dump any debris into MWA containers.
5. Contractor mowing shall not create a mess of chopped/trimmed debris on the sites.
6. Clippings or debris from mowing are not permitted in or on any Plant Operating Structures, including clarifiers or any other water tanks. Clippings found in or on any Plant Operating Structure will be removed by the contractor at the contractor's expense as directed by the Facilities and Fleet Manager.

1.05 ROUTINE INSPECTIONS

A. Pre-Mowing Inspections

1. Prior to conducting any grass cutting operation, the Contractor shall inspect on each occasion all areas to be mown; and shall remove all items of litter, stones, dog or other animal feces and similar obstructions which might cause damage

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- or injury; and all such items collected, etc. shall be removed and hauled away by the Contractor.
 - 2. Any large items, such as fallen trees, etc. shall be reported by the Contractor to the MWA Facilities and Fleet Department for removal.
 - 3. The Contractor will advise Facilities and Fleet Manager of the need for reseeding or re-sodding of any areas at a mowing site.
- B. Post-Mowing Inspections
- 1. After a site/facility has been cut, the Contractor must complete a walkthrough inspection with the Facilities and Fleet Supervisor. Any concerns of the Facilities and Fleet Supervisor must be addressed before the Contractor may move on to the next site.
 - 2. The Contractor must give the Facilities and Fleet Supervisor at least 48 hours' notice for the Post-Mowing Inspections.

1.06 TIMING, SCHEDULE, AND FREQUENCY OF WORK

- A. Grass cutting and trimming may be done between sunrise and sunset on Monday through Friday. No work will be allowed on weekends or holidays on which a holiday falls on a Monday or Friday. Also, no mowing may be performed on an MWA observed Holiday, which falls on any other day of a business week, unless it has prior approval by the Facilities and Fleet Manager.
- B. The frequency of mowing will generally be two times per month, on a fourteen-day calendar cycle for each property location; and it is the responsibility of the Contractor to carry out mowing from throughout the contract time to maintain the required standard.
- C. The Contractor will complete the mowing, trimming etc. of one area before moving onto the next area. Wherever possible mowing work shall be conducted systematically from area to area. Refer to Section 1.05.B for the Post-Mowing Inspection requirement which must be completed before leaving a site.
- D. Without prejudice to other remedials to MWA, if the Contractor fails to carry out sufficient mowings to maintain the standard throughout the season and has omitted one cut, payment will be reduced by the proportion deemed appropriate by the Facilities and Fleet Manager for MWA.
- E. As a general guide mowing would normally take place on a fourteen-day calendar cycle for all areas but climatic and soil conditions will influence the speed of grass growth and more frequent mowings at the Contractor's expense may be necessary to maintain the standard required.
- F. The Contractor must provide a written mowing schedule to the Facilities and Fleet Manager prior to the Pre-Work Meeting.

1.07 EXCEPTIONS AND SPECIAL CIRCUMSTANCES

- A. The Contractor shall adapt grass cutting operations as may be necessary to suit climatic and soil conditions and the rate of the grass growth which may vary from season to season and during any season.
- B. Cutting shall be deferred whenever weather or ground conditions are such that it is not possible, in the opinion of MWA, to cut grass or gain access to it without damaging the grass, the ground surface or the contours or levels of the ground.
- C. After any long period of wet weather and/or ground conditions unsuitable for grass cutting, the Contractor shall make additional cuts to areas of exceptional growth, in order to restore areas to the required standard and such shall be performed at the Contractor's own expense.
- D. In drought conditions, the MWA Facilities Supervisor may instruct the cutting heights be raised on all areas. In such conditions, mowing will only be required when the grass reaches the maximum permitted height. When, in the MWA Facilities Supervisor opinion the drought conditions no longer have an effect upon grass growth, the MWA Facilities Supervisor will instruct the resumption of the normal cutting heights and frequency, and the Contractor will cut all grass areas to conform to the required standards of the Contract. There will be no variation of payment which would normally have been due to the Contractor from the MWA for the maintenance of such grassed areas.

1.08 TRANSPORTATION AND PARKING

- A. The Contractor shall park in legal parking zones without blocking driveways or site hazards. Care shall be taken so as not to damage lawn areas when parking.
- B. All vehicles used for transporting equipment, fuel and other supplies or personnel to and from the mowing sites must be clearly and professionally marked on both sides of the vehicle with the company name. The Macon Water Authority reserves the right of determining the adequacy of the Contractor's vehicles.

1.09 CONTRACTOR STAFFING AND PERSONNEL

- A. The Contractor shall employ a workforce adequate to provide all mowing in accordance with these specifications. All employees of the Contractor must be properly trained and qualified to perform any mowing specified.
- B. The Contractor and any and all employees thereof must be neat and professional in appearance and must wear uniforms professionally marked with the company name clearly visible while performing mowing operations. Uniforms shall include shirts with sleeves, long pants and safety toe shoes, and shall be subject to the approval of the Macon Water Authority. No clothing, including hats, with offensive print or designs will be allowed. No tank tops or short pants will be allowed at any time.
- C. The Contractor shall be able to meet payroll obligations for all its employees.

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- D. The Macon Water Authority reserves the right to determine the adequacy of the Contractor's workforce.
- E. All of the Contractor's employees must have in their possession at all times a valid ID when working on MWA premises and be made available upon request.
- F. The Contractor shall provide adequate safety training and personal protective equipment to all personnel assigned to the mowing operations. All safety and noise reduction devices on vehicles and equipment must be functional and properly used during all mowing operations. The Contractor shall provide for pedestrian and vehicular safety in the work zone. All work shall be performed in accordance with all applicable Occupational Safety and Health Administration regulations. The Contractor shall comply with all applicable local, state, and federal laws.
- G. The Contractor shall ensure that his staff are familiar with and adhere to the Codes of Practice relating to mowers and the safe storage and handling of petroleum spirit/diesel oil and standard operating procedures for individual makes of mowers.

1.010 CONTRACTOR EQUIPMENT – MAINTENANCE, SERVICE AND STORAGE**A. On-Site Maintenance and Service**

- 1. The refueling, cleaning and minor servicing e.g., blade changing of rotary motors must take place on paved areas, not grassed areas. Only simple maintenance operations shall be conducted on areas approved by the MWA Facilities Supervisor. Such areas used must be thoroughly cleansed on completion of the day's work in that area. Refueling should not occur on bitumen or tarmac areas.
- 2. Refueling or servicing at the Amerson Water Treatment Plant location cannot under any circumstances be performed within 100 feet of the water's edge around the reservoir. Such equipment should be removed to the appropriate area as stated herein for refueling or servicing.
- 3. Spilled fuels, oils etc. shall be cleaned up immediately with suitable solvents. Excessive spills must be reported immediately to the MWA Facilities Supervisor; and appropriate action taken by the Contractor to clean up the spill with suitable solvents in a safe and acceptable manner to the MWA Facilities Supervisor and/or Facilities and Fleet Manager.
- 4. During servicing or refueling engines must be switched off and machines immobilized.

B. On-Site Storage

- 1. All mowers shall be immobilized or removed from areas when the Contractor's staff leave the area unless otherwise approved by MWA.
- 2. Contractor's equipment may not be left unattended on MWA's property without MWA's express permission. In the event that Contractor elects to leave

equipment on MWA's property, with MWA's express permission, Contractor understands and agrees that the equipment must be left on MWA property in designated areas. Contractor has the sole responsibility of securing any equipment left on MWA property, and Contractor remains in possession and control of any equipment left on MWA property. MWA does not assume any responsibility, and Contractor agrees to hold MWA harmless, for any damage or theft of any equipment that Contractor elects to leave on MWA property. The Parties also expressly agree that no bailment is intended or created in the equipment that Contractor elects to leave on MWA's property.

3. When leaving equipment overnight, Contractor shall also observe the following guidelines:
 - i. Parking brake: set the parking brake on all equipment.
 - ii. Lights: If the equipment is near a roadway, construction area, or in normal use, use lights, reflectors, or barricades/emergency cones to identify its location.
 - iii. Tires/Wheels: Equipment parked on inclines shall have the wheels sufficiently chocked and the parking brake set.
 - iv. Location: Equipment left overnight shall not be left on easements or block any egress, ingress, parking lots, or substations. All locations shall be pre-determined and approved by the Facilities Supervisor.

1.011 DAMAGES

- A. The Contractor will be responsible for replacement of trees, shrubs or brushes damaged by inappropriate mowing, edging, or trimming at its own expense.
- B. Any accidental damage must be reported to the MWA Facilities Supervisor as soon as possible on the day it occurred.
- C. Ruts, holes and other disfigurement of mowed areas caused by mowing equipment shall be the responsibility of the Contractor to repair to original condition at its own expense.
- D. Should the Contractor cause damage to the surface or levels of the ground or create divots during grass cutting operations whether or not the MWA has agreed to such operations take place, the Contractor shall reinstate/repair such damage to the satisfaction of and within the time period stipulated by the MWA. In failing to do so, the MWA Facilities and Fleet Manager may instruct other Lawn Care Services to carry out such work with the cost of so doing being deducted from monies due to or becoming due to the Contractor or recovered as a debt.
- E. The Contractor shall provide reasonable protection of all surrounding structures, windows, utilities, sidewalks, pavements, and other infrastructure and all other private and public property during mowing operations. The Contractor shall repair or replace, at their own expense, any and all damage caused to property by their mowing operations. Any and all damage to property shall be reported immediately to the Macon Water Authority's Facilities and Fleet Manager or Facilities Supervisor.

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1.012 MACHINERY BREAKDOWN

- A. In the event of machinery breakdown so that mowing cannot take place in accordance with the program, the Contractor shall report the breakdown to the MWA Facilities Supervisor immediately. Payment will not be made for cutting the relevant area(s) until normal work can be resumed and is completed.

1.013 PROTECTION OF STRUCTURES, PUBLIC AND PRIVATE

- A. The Contractor shall provide reasonable protection of all surrounding structures, windows, utilities, sidewalks, pavements, and other infrastructure and all other private and public property during mowing operations. The Contractor shall repair or replace, at their own expense, any and all damage caused to property by their mowing operations. Any and all damage to property shall be reported immediately to the Macon Water Authority's Facilities and Fleet Manager or Facilities Supervisor.

1.014 RELATIONS WITH PUBLIC AND MWA EMPLOYEES

- A. The Contractors staff are permitted to ask members of the public and/or MWA employees to remove their belongings, vehicles, etc. to allow mowing to be conducted. Failure to get members of the public or MWA employees to do so will not be accepted as a reason for not cutting grass.
- B. If members of the public or MWA Employees should refuse to move and/or remove their belongings, vehicles, etc., the Contractor's staff shall return as soon as the site area is clear, and it is possible to complete the work. In dealing with the public and MWA employees the Contractor's staff shall observe common courtesy and politeness even though such may not be reciprocated and take all reasonable steps to ensure good relations between the public, MWA employees, the MWA, and the Contractor's staff.

1.015 RESTRICTED ACCESS AREAS

- A. Certain MWA locations are gated with restricted access. The Contractor will be responsible for coordinating access to these areas with MWA. Failure to secure access to these areas will not be accepted as a reason for not cutting grass.
- B. Some restricted access locations have access systems allowing for contact with MWA personnel at the location for entry. The Contractor will be required to provide a valid ID upon request including the purpose for the visit; and be fluent in the English language.
- C. Access to mowing locations will be allowed only during the work schedule set forth herein.

1.016 SPECIAL OCCASIONS

- A. The MWA Facilities Supervisor or Facilities and Fleet Manager may instruct the Contractor to cut the grass more or less frequently than specified if this should become necessary because of a Special Occasion. Where an additional cut is required for a special occasion or other requirement and the grass has not yet grown to a maximum of 75mm, (3-inches) height, then the MWA shall pay for such a cut as an extra cost in accordance with the Schedule of Rates as provided by the contractor prior to the Pre-Work Meeting; and coordinate with the Contractor for the additional cut including any specific requirements.

1.017 CONTACT INFORMATION

- A. Below is the contact information for the individuals referenced throughout this Section. If there is ever an emergency or any suspicious activity, call 911.
1. Facilities Supervisor - Timothy Adside: 478-955-5702
 2. Facilities & Fleet Planner - Sarah Martin: 478-663-0809
 3. Facilities & Fleet Manager - Jarvis Fennelle: 478-330-1172

Exhibit “A” – Amerson Water Treatment Plant - Overall



Exhibit "B" – Amerson Water Treatment Plant – Upper Area



Exhibit “C” – Amerson Water Treatment Plant – Middle Area



Exhibit 'D' – Amerson Water Treatment Plant – Lower Area



Exhibit 'E' – Rocky Creek Water Reclamation Facility– Overall



Exhibit 'F' – Rocky Creek Water Reclamation Facility – Upper Area



Exhibit “G” – Rocky Creek Water Reclamation Facility – Lower Area



Exhibit 'H' – Lower Poplar Water Reclamation Facility - Overall

