

ADDENDUM NO. 4

STRUCTURAL REPAIRS FOR AMERSON WTP

MACON WATER AUTHORITY MACON, GEORGIA

ADDITIONAL INFORMATION DOCUMENTS

The following document:

- Questions and Responses
- Existing plant process drawing

are being provided with this addendum for informational purposes only. The document listed above is not, and will not, be considered as part of the Contract Documents.

PLANS

Delete Sheet SB101 Revision 0 and replace with Sheet SB101 Revision 1 included in this Addendum.

Delete Sheet SB301 Revision 0 and replace with Sheet SB301 Revision 1 included in this Addendum.

Delete Sheet SB302 Revision 0 and replace with Sheet SB302 Revision 1 included in this Addendum.

SPECIFICATIONS

Delete Specification Section 00300 replace with Section 00300 ⁽¹⁾ included in this Addendum.

Delete Specification Section 01220 replace with Section 01220 ⁽¹⁾ included in this Addendum.

Delete Specification Section 00100 replace with Section 00100 ⁽¹⁾ included in this Addendum.

Delete Specification Section 00500 replace with Section 00500 ⁽¹⁾ included in this Addendum.

Delete Specification Section 013500 replace with Section 013500 ⁽¹⁾ included in this Addendum.

Bidder Must Acknowledge Receipt of this Addendum on Bid Form

April 16, 2026
Barge Design Solutions, Inc.
1201 Front Ave, Suite F
Columbus, Georgia 31901
706-321-4583

QUESTIONS AND RESPONSES

STRUCTURAL REPAIRS FOR AMERSON WTP MACON WATER AUTHORITY MACON, GEORGIA

QUESTIONS:

Question: Are there previous inspections reports for the filter pits that can be shared?

Response: Please refer to the document included in Addendum 3.

Question: Will SikaFix HH or HH LV be approved for polyurethane injection materials?

Response: Products used for polyurethane crack injection for this project must be NSF 61 compliant. These products appear to not be NSF 61 compliant.

Question: Please provide the repair procedure and repair materials required for V-Route Slab Cracks scope of Work.

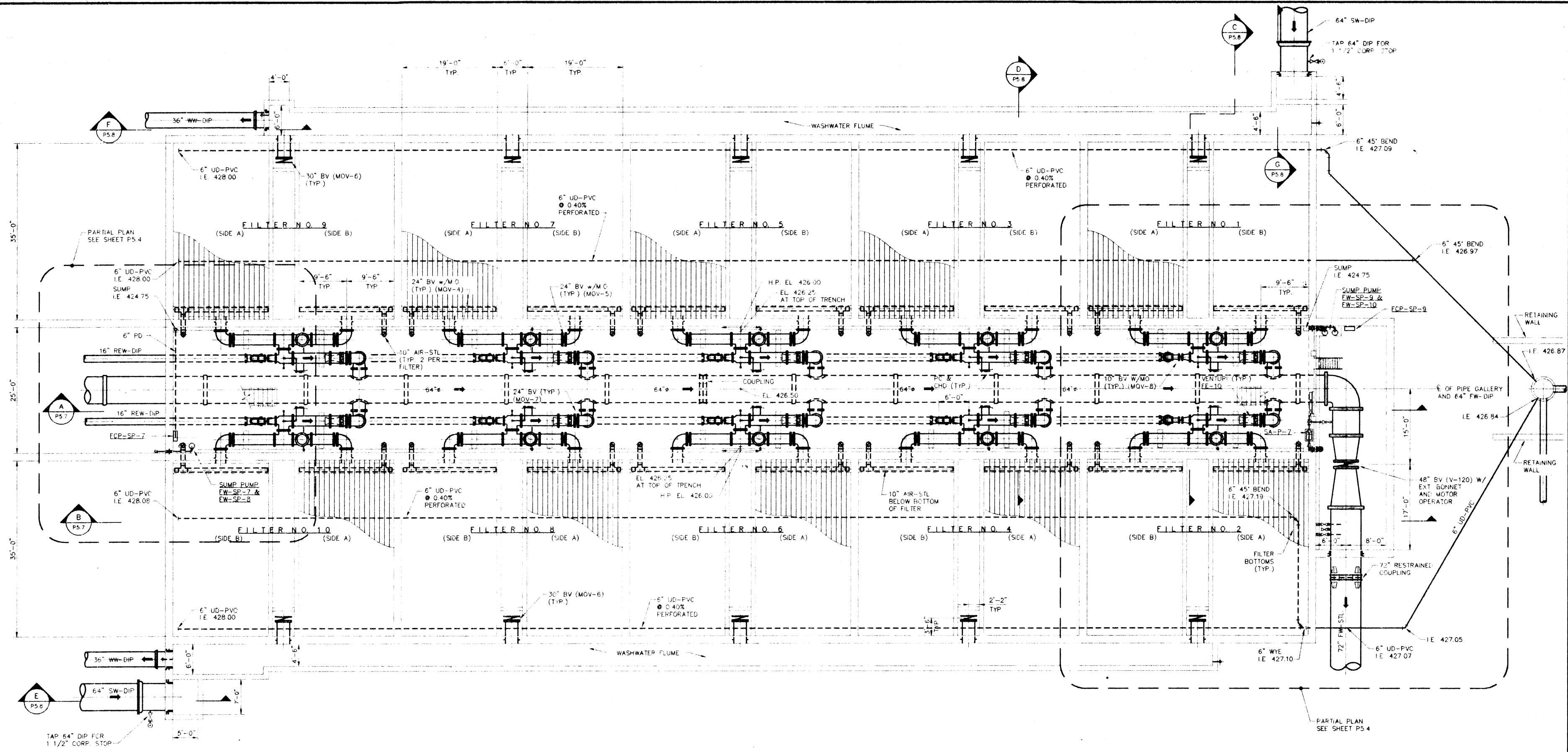
Response: The procedure for routing the crack includes creating a V-shaped groove along the crack with minimum dimensions as specified per ACI. The groove is cleaned, dried, inspected, and then filled with appropriate sealant material per the Construction Documents. The Contractor shall submit their repair procedure for review/approval prior to demolition or repair.

Question: Reference Section 00300 BID

- a. Item 3.a. Seal Pipe Penetrations. Can you provide the diameter size and quantity of the 30 EA pipe penetrations?
- b. Item 3.c. Spalling Patching. Can you provide a square foot quantity and anticipated depth for these repairs?
- c. Item 3.d. Clean-out Pipe. Can you define debris removal process?
- d. Item 3.f. Corroded Rebar Repair. Can you provide a quantity for corroded rebar?
- e. Item 3.i. Spalling Patching. Can you provide a square foot quantity and anticipated depth for these repairs?
- f. Item 3.m. Year 1 – Can you provide an anticipated quantity of polyurethane injection that will be required?
- g. Item 3.n. Year 2 – Can you provide an anticipated quantity of polyurethane injection that will be required?
- h. Item 3.o. Year 3 – Can you provide an anticipated quantity of polyurethane injection that will be required?

Response: Please refer to Section 00300 ⁽¹⁾ and Section 012200 ⁽¹⁾ included in this addendum. For item 3.a. pipes sizes varies in range from 10 inches to 72 inches. An existing process drawing is included in this Addendum for reference.

Barge Design Solutions, Inc.
1201 Front Ave, Suite F
Columbus, Georgia 31901
706-321-4590



PLAN
1/8" = 1'-0"

FILTER SYSTEM SCHEDULE													
FILTER NO.	36" BV SW (MOV-1)	10" BV(A) AIR SIDE A (MOV-2)	10" BV(A) AIR SIDE B (MOV-3)	24" BV BW SIDE A (MOV-4)	24" BV BW SIDE B (MOV-5)	30" BV WASHWATER (MOV-6)	24" BV FILTER EFF. (MOV-7)	10" BV REW/PD (MOV-8)	24" BV BACKWASH (MOV-9)	LOW ELEMENT FW (FE-10)	LEVEL ELEMENT SIDE A (AE-11)	LEVEL ELEMENT SIDE B (AE-12)	PARTICLE COUNTER (AE-13)
1	V-11	V-12	V-13	V-14	V-15	V-16	V-17	V-18	V-19	FE-710	LE-710A	LE-710B	AE-710
2	V-21	V-22	V-23	V-24	V-25	V-26	V-27	V-28	V-29	FE-820	LE-820A	LE-820B	AE-820
3	V-31	V-32	V-33	V-34	V-35	V-36	V-37	V-38	V-39	FE-730	LE-730A	LE-730B	AE-730
4	V-41	V-42	V-43	V-44	V-45	V-46	V-47	V-48	V-49	FE-840	LE-840A	LE-840B	AE-840
5	V-51	V-52	V-53	V-54	V-55	V-56	V-57	V-58	V-59	FE-750	LE-750A	LE-750B	AE-750
6	V-61	V-62	V-63	V-64	V-65	V-66	V-67	V-68	V-69	FE-860	LE-860A	LE-860B	AE-860
7	V-71	V-72	V-73	V-74	V-75	V-76	V-77	V-78	V-79	FE-770	LE-770A	LE-770B	AE-770
8	V-81	V-82	V-83	V-84	V-85	V-86	V-87	V-88	V-89	FE-880	LE-880A	LE-880B	AE-880
9	V-91	V-92	V-93	V-94	V-95	V-96	V-97	V-98	V-99	FE-790	LE-790A	LE-790B	AE-790
10	V-101	V-102	V-103	V-104	V-105	V-106	V-107	V-108	V-109	FE-800	LE-800A	LE-800B	AE-800

NOTES:

NO.	DATE	REGULATORY REVIEW DESCRIPTION OF REVISION
A	01-09-98	REGULATORY REVIEW



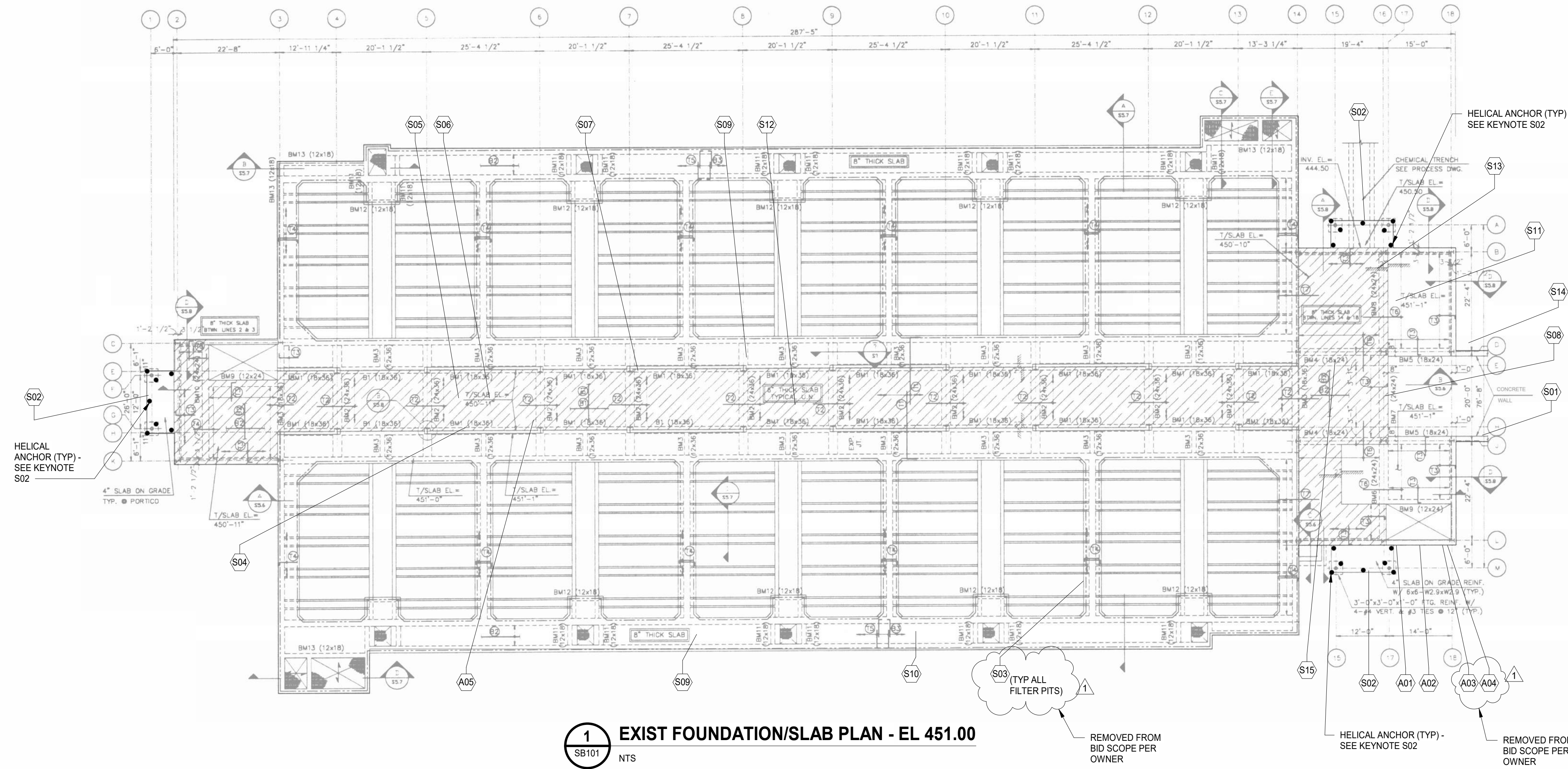
MACON WATER AUTHORITY
TOWN CREEK
WATER TREATMENT PLANT

NOT RELEASED
FOR CONSTRUCTION

WATER TREATMENT PLANT
CONTRACT 5

FILTER BUILDING
PLAN AT ELEV. 435.00

DESIGNED: RLP	CHECKED:	DATE: JANUARY 1996	P5.1	A
DRAWN: LBW	JOB NO: 2022.058	SCALE: AS SHOWN	SHEET	REV



1 EXIST FOUNDATION/SLAB PLAN - EL 451.00
 SB101 NTS

REMOVED FROM BID SCOPE PER OWNER

HELICAL ANCHOR (TYP) - SEE KEYNOTE S02

REMOVED FROM BID SCOPE PER OWNER

PLAN NOTES

- SEE SHEET S-001 FOR GENERAL NOTES AND ABBREVIATIONS.
- CONTRACTOR TO COORDINATE SCHEDULING OF ALL WORK WITH MACON WATER AUTHORITY AND SPECIFICATION 01 35 00, ARTICLE 1.5.

KEYED NOTES

- A01 REMOVE DEBRIS AND VEGETATION AT INTERIOR SLAB TO EXTERIOR SLAB JOINT. PROVIDE NEW BACKER ROD AND SEALANT (SEE 2/SB301 AND 3/SB301).
- A02 REMOVE BLACK BUILD-UP FROM WATER STAINS AT EXTERIOR VENEER (SEE 2/SB301 AND 3/SB301).
- A03 GUTTER REPLACEMENT/MODIFICATIONS - REMOVED FROM BID SCOPE PER OWNER.
- A04 GUTTER REPLACEMENT/MODIFICATIONS - REMOVED FROM BID SCOPE PER OWNER.
- A05 REMOVE STALACTITES AND EFFLORESCENCE AFTER MOISTURE SOURCES HAVE BEEN MINIMIZED OR ELIMINATED PER STRUCTURAL AND MECHANICAL REPAIRS, PER THE CONSTRUCTION DOCUMENTS (SEE 5/SB301 AND 6/SB301).
- S01 CONCRETE REPAIR AT RAMP. PROVIDE RIGID EPOXY INJECTION AT CONCRETE CRACKS AT RAMP WALL (UNIT PRICE). WHERE SIGNIFICANT SPALLING HAS OCCURRED, SAWCUT SURFACE AND PATCH. SEE SPECIFICATIONS FOR ADDL INFORMATION (SEE 5/SB302 AND 6/SB302).
- S02 SETTLEMENT REPAIR. PRESSURE GROUT UNDER EXISTING FOUNDATIONS AND PROVIDE HELICAL ANCHOR UNDERPINNING FOR 25 KIP SERVICE LEVEL COLUMN LOAD (QUANTITY AS SHOWN) TO SUPPORT THE EXISTING SLAB AND COLUMNS. HELICAL ANCHOR DELEGATED DESIGN BY SPECIALTY FOUNDATION CONTRACTOR - SHOP DRAWING SUBMITTAL (INCLUDING FINAL QUANTITY AND LAYOUT) TO BE REVIEWED BY EOR PRIOR TO FABRICATION OR INSTALLATION. SEE SPECIFICATIONS FOR ADDL INFORMATION. (SEE 4/SB303).
- S03 POLYURETHANE CRACK INJECTION AT FILTER PITS - REMOVED FROM BID SCOPE PER OWNER.
- S04 PIPE GALLERY WALL CONCRETE REPAIR. PROVIDE POLYURETHANE CRACK INJECTION AT CRACKS IN PIPE GALLERY WALLS (UNIT PRICE). WHERE SIGNIFICANT SPALLING HAS OCCURRED, SAWCUT SURFACE AND PATCH. SEE SPECIFICATIONS FOR ADDL INFORMATION. (SEE 5/SB301).
- S05 PIPE GALLERY ELEVATED SLAB REPAIR FOR CRACKS AND SPALLING: SAWCUT AND PATCH CONCRETE WHERE SIGNIFICANT SPALLING HAS OCCURRED AT UNDERSIDE OF ELEVATED SLAB IN PIPE GALLERY. PROVIDE POLYURETHANE CRACK INJECTION THAT IS APPROVED FOR OVERHEAD USE AT CRACKS IN ELEVATED SLAB IN PIPE GALLERY (UNIT PRICE). (SEE 6/SB301 AND SPECIFICATIONS FOR ADDL INFORMATION).
- S06 PIPE GALLERY ELEVATED SLAB REPAIR FOR REBAR CORROSION: WHERE CORROSION IS VISIBLE, CHIP OUT CONCRETE AROUND REBAR. REMOVE CORROSION, AND PATCH CONCRETE (UNIT PRICE). IF REBAR HAS EXPERIENCED MORE THAN 20% SECTION LOSS FROM CORROSION, CONTACT STRUCTURAL EOR FOR FURTHER DIRECTION. SEE SPECIFICATIONS FOR ADDL INFORMATION. (SEE 6/SB301).
- S07 CONCRETE/SEALANT REPAIR AT PIPE PENETRATIONS IN PIPE GALLERY: PROVIDE POLYURETHANE CRACK INJECTION AT CRACKS AND AROUND PIPE PENETRATIONS IN PIPE GALLERY (UNIT PRICE). SEE SPECIFICATIONS FOR ADDL INFORMATION. (SEE 1/SB302).
- S08 PIPE GALLERY PIPE PENETRATION REPAIR AT CLEAN OUT PIPE: CLEAR DEBRIS FROM CLEAN OUT PIPE. PROVIDE POLYURETHANE CRACK INJECTION AT WALLS CRACKS AND AT PIPE PENETRATION IN PIPE GALLERY WALL. SEE SPECIFICATIONS FOR ADDL INFORMATION. (SEE 5/SB303).
- S09 EXTERIOR WALKWAY SLAB REPAIRS AROUND FILTER PITS: V-ROUTE CRACKS AT EXTERIOR ELEVATED SLABS AND FILL WITH FLEXIBLE SEALER (NSF 61 APPROVED). FINISH TO BE SLIP RESISTANT. SEE SPECIFICATIONS FOR ADDL INFORMATION. (SEE 3/SB303).
- S10 EPOXY COATING FOR INCREASED "WATER-TIGHTNESS". PROVIDE EPOXY COATING CONFORMING TO SYSTEM 434W, PER SPECIFICATION SECTION 09 90 00, AT EXTERIOR ELEVATED SLABS ADJACENT TO THE FILTER PITS. (EPOXY COATING AT FILTER PITS HAS BEEN REMOVED FROM BID SCOPE PER OWNER). SEE PLAN NOTE 2 FOR WORK SCHEDULING REQUIREMENTS.
- S11 NEW DEHUMIDIFIER UNIT TO REPLACE EXISTING ON EXISTING INTERIOR HOUSEKEEPING PAD (SEE MECHANICAL DRAWINGS).
- S12 NEW DUCTWORK (SEE MECHANICAL DRAWINGS); NEW DUCTWORK IS TO BE HUNG FROM EXISTING ELEVATED SLAB IN PIPE GALLERY - LOCATE DUCTWORK SO IT DOES NOT INTERFERE WITH EXISTING MONORAIL SYSTEM. LOCATE REBAR PRIOR TO DRILLING FOR ANY DUCTWORK SUPPORTS AND DO NOT DAMAGE REBAR. (SEE MECHANICAL DRAWINGS FOR ADDL INFORMATION). (SEE 4/SB303).
- S13 EXISTING STEEL GRATING AT SUMP PUMP TO REMAIN; PROVIDE 1/8" CONT CHECKERED PLATE ON TOP OF GRATING. TACK WELD TO GRATING AS REQUIRED TO SECURE. CUT OPENINGS IN CHECKERED PLATE AS REQUIRED FOR PIPE PENETRATIONS. SEE MECHANICAL DRAWINGS FOR ADDL INFORMATION. (SEE 2/SB303).
- S14 NEW CONDENSING UNIT (SEE MECHANICAL DRAWINGS); PROVIDE EXTERIOR EQUIPMENT CONCRETE SLAB PER DETAIL 2/SB304.
- S15 NEW 3'x4' OPENING IN EXISTING CMU WALL. SEE DETAIL 3/SB304.

PLAN LEGEND

- DENOTES PROPOSED LOCATION OF HELICAL ANCHOR (EXACT QUANTITY AND LOCATIONS TO BE DETERMINED BY SPECIALTY FOUNDATION CONTRACTOR)

STRUCTURAL FILTER BUILDING PLAN

MACON WATER AUTHORITY
 STRUCTURAL REPAIRS FOR AMERSON WTP

MACON, GA

REVISION INFORMATION

REV	DR	CHK	DATE	DESCRIPTION
0	ACI	ZRR	01/16/2026	INITIAL ISSUE
1	ACI	ZRR	04/15/2026	BID SCOPE REVISION

SB101

FILE NO: 3618125

BARGE
 DESIGN SOLUTIONS®

1201 FRONT AVENUE, SUITE 110, COLLETSVILLE, GA 31901
 PHONE: (706) 321-4200



NEW JOINT SEALANT AT EXISTING PIPE PENETRATION - SEE KEYNOTE S07 ON SB101

1 PHOTO #06 - PIPE PENETRATION
SB302 NTS



WATER IN EXISTING OPEN TRENCH TO BE HARD PIPED - SEE MECHANICAL DRAWINGS AND DETAIL 2/SB303

2 PHOTO #07 - WATER FLOWING IN OPEN TRENCH
SB302 NTS



REPAIR CONCRETE CRACKING - SEE KEYNOTE S01 ON SB101

5 PHOTO #10 - RAMP WALL
SB302 NTS



REPAIR CONCRETE CRACKING - SEE KEYNOTE S01 ON SB101

6 PHOTO #11 - RAMP WALL
SB302 NTS

REMOVED FROM BID SCOPE PER OWNER

STRUCTURAL SITE PHOTOS

MACON WATER AUTHORITY
STRUCTURAL REPAIRS FOR AMERSON WTP
MACON, GA

REVISION INFORMATION		DATE	DESCRIPTION
REV	CHK	DATE	DESCRIPTION
0	ACM	01/16/2026	INITIAL ISSUE
1	ZRR	04/15/2026	BID SCOPE REVISION

SB302

FILE NO: 3618125

BARGE
DESIGN SOLUTIONS®

120 FRONT AVENUE, SUITE 517, COLUMBUS, GA 31901
PHONE: (706) 321-4200

BID

TO: MACON WATER AUTHORITY

FROM: _____
(Bidder's Name)

FOR: Amerson WTP Structural Repairs

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:

Item No.	Quantity	Unit	Description	Unit Price	Total Price
1	Architectural Repairs				
a.	1	LS	Exterior Walls		
b.	1	LS	Pipe Gallery		
2	Mechanical Repairs				
a.	1	LS	Dehumidification Improvements		
3	Structural Repairs				
a.	30	EA	Pipe Gallery Walls - Seal Pipe Penetrations - Polyurethane Injection		
b.	1,600	LF	Pipe Gallery Walls - Seal Wall Cracks - Polyurethane Injection		
c.	1,800	SF	Pipe Gallery Walls - Spalling Patching		
d.	1	LS	Pipe Gallery Walls - Clean-out Pipe - Debris Removal		
e.	900	LF	Pipe Gallery Elevated Slab - Seal Ceiling Cracks - Polyurethane Injection		
f.	1,800	LF	Pipe Gallery Elevated Slab - Corroded Rebar Repair		
g.	900	LF	Pipe Gallery Elevated Slab - V-Route Slab Cracks		
h.	3	EA	Concrete Pad Helical Anchor Treatment		
i.	3	EA	Pressure Grouting Under Foundations		
j.	250	LF	Seal Ramp Concrete Walls - Rigid Epoxy Injection		
k.	600	SF	Seal Ramp Concrete Walls - Spalling Patching		
4	Additional Work If Ordered By The Engineer				
d.	7,000	SF	Epoxy Coat Exterior Elevated Slabs		
TOTAL BASE BID (ITEMS 1-4):					

Total Bid for Items 1 through 4, 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 one hundred and fifty (150) 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 \$1,000.00 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

Part 1 General

1.1 Scope

- A. The Bid lists each item of the Project for which payment will be made. No payment will be made for any items other than those listed in the Bid.
- B. Required items of work and incidentals necessary for the satisfactory completion of the work which are not specifically listed in the Bid, and which are not specified in this section to be measured or to be included in one of the items listed in the Bid, shall be considered as incidental to the work. All costs thereof, including Contractor's overhead costs and profit, shall be considered as included in the lump sum or unit prices bid for the various Bid items. The Contractor shall prepare the Bid accordingly.
- C. Work includes furnishing all plant, labor, equipment, tools and materials, which are not furnished by the Owner and performing all operations required to complete the work satisfactorily, in place, as specified and as indicated on the Drawings.

1.2 Descriptions

- A. Measurement of an item of work will be by the unit indicated in the Bid.
- B. Final payment quantities shall be determined from the record drawings. The record drawing lengths, dimensions, quantities, etc. shall be determined by a survey after the completion of all required work. Said survey shall conform to Section 01 78 39 of these Specifications. The precision of final payment quantities shall match the precision shown for that item in the Bid.
- C. Payment will include all necessary and incidental related work not specified to be included in any other item of work listed in the Bid.
- D. Unless otherwise stated in individual sections of the Specifications or in the Bid, no separate payment will be made for any item of work, materials, parts, equipment, supplies or related items required to perform and complete the work. The costs for all such items required shall be included in the price bid for item of which it is a part.
- E. Payment will be made by extending unit prices multiplied by quantities provided and then summing the extended prices to reflect actual work. Such price and payment shall constitute full compensation to the Contractor for furnishing all plant, labor, equipment, tools and materials not furnished by the Owner and for performing all operations required to provide to the Owner the entire Project, complete in place, as specified and as indicated on the Drawings.

1.3 Architectural Repairs

- A. Exterior Walls: All costs for repairing exterior walls, including cleaning the walls, new backer rod and sealant, and miscellaneous joint cleaning and preparation, shall be included in the Exterior Walls unit price bid item.
- B. Pipe Gallery: All costs for the pipe gallery work, including removing efflorescence and stalactites from the walls and ceilings, shall be included in the Pipe Gallery unit price bid item.

1.4 Mechanical Repairs

- A. Dehumidification Improvements: The lump sum amount bid for Dehumidification Improvements shall include all costs for labor, material, and equipment and shall include, but is not limited to, hard piping water drains with header and branch pipe, fittings, modification and closure of the sump pump grating cover, demolition of existing HVAC equipment (dehumidifier, ductwork cutting/patching, gas line cutting/patching, and associated clean-up) installation of the new dehumidifier, new condensing unit, new concrete equipment pad, new ductwork, fan, motion sensors, miscellaneous metals and supports, electrical, cutting of the CMU block wall for ductwork passage, and other ancillary work associated with Dehumidification Improvements shown on the Mechanical Drawings.
- B. Dehumidifier: All costs for the 1500 CM dehumidifier, concrete pad, miscellaneous accessories and piping, 680 exhaust fan, ductwork, motion sensors, and miscellaneous metals and supports shall be included in the Dehumidifier unit price bid item.
- C. HVAC Demolition: All cost for HVAC demolition, included ductwork demolition, gas line demolition, dehumidifier demolition, and miscellaneous clean-up and patching shall be included in the HVAC Demolition unit price bid item.
- D. Electrical: All costs for electrical items associated with mechanical repairs shall be included in the Electrical unit price bid item.

1.5 Structural Repairs

- A. Pipe Gallery Walls
 - 1. Seal Pipe Penetrations - Polyurethane Injection: The unit price bid for Seal Pipe Penetration Polyurethane Injection shall include all costs of performing the work, including application preparation, application, and clean-up. Measurement shall be based on a per each for each pipe penetration regardless of pipe diameter.
 - 2. Seal Wall Cracks - Polyurethane Injection: The unit price bid for Seal Wall Cracks - Polyurethane Injection shall include all costs of performing the work, including

application preparation, application, and clean-up. Measurement shall be based on linear footage for which this work is performed.

3. Spalling Patching: The unit price bid for Spalling Patching shall include all costs of performing the work as specified, including all clean-up and debris removal. Measurement for payment shall be on a square footage basis regardless of the depth of spalling.
 4. Clean-out Pipe - Debris Removal: The unit price bid for Clean-out Pipe – Debris Removal shall include all costs for removal of accumulated debris in the associated trench drain and piping, reinstallation of the clean-out cap, and wiping down stains on the interior wall of the pipe gallery. Measurement shall be based on the unit price bid. Sealing the pipe penetration shall be paid for under Pipe Gallery Wall – Seal Pipe Penetrations – Polyurethane Injection.
- B. Pipe Gallery Elevated Slab
1. Seal Ceiling Cracks - Polyurethane Injection: All costs for polyurethane injection for sealing ceiling cracks shall be included in the Pipe Gallery Elevated Slab - Seal Ceiling Cracks - Polyurethane Injection unit price bid item.
 2. Corroded Rebar Repair: All costs for repairing corroded rebar shall be included in the Pipe Gallery Elevated Slab - Corroded Rebar Repair unit price bid item.
 3. V-Route Slab Cracks: All costs for repairing cracks on the exterior side of the elevated slab by V-route shall be included in the Pipe Gallery Elevated Slab - V-Route Slab Cracks unit price bid item. The unit price bid shall also include the costs of the flexible sealer specified.
- C. Concrete Pad Helical Anchor Treatment: All costs for helical anchors shall be included in the unit price bid item. This shall include all costs for site preparation and restoration related to the installation of helical anchors. Since the number of helical anchors is to be determined by a delegated design from a specialty foundation contractor, the unit for measurement will be based on a per each of concrete pads receiving the helical anchor treatment.
- D. Pressure Grouting Under Foundations: The unit price bid for Pressure Grout Under Foundations shall include all costs for performing the work as specified and any site preparation and site restoration. Measurement shall be based on a per each for each of the locations where Pressure Grout Under Foundations is called for with associated helical anchor treatment.
- E. Seal Ramp Concrete Walls
1. Rigid Epoxy Injection: The unit price bid for Rigid Epoxy Injection shall include all costs of performing the work, including application preparation, application, and clean-up. Measurement shall be based on linear footage for which this work is performed.

Measurement and Payment

2. Spalling Patching: The unit price bid for Spalling Patching shall include all costs of performing the work as specified, including all clean-up and debris removal. Measurement for payment shall be on a square footage basis regardless of the depth of spalling.

F. Epoxy Coating

1. Exterior Elevated Slabs: The unit price bid for Epoxy Coat Elevated Slabs shall include all costs for application preparation, application and all associated specified requirements, and clean-up. Measurement for payment shall be based on the total area where epoxy coating is applied.

Part 2 Products

(NOT USED)

Part 3 Execution

(NOT USED)

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, “Bid for Amerson WTP Structural Repairs”.
- 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: Algernon Wallace
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 _____." 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). "DBE" shall have the

meaning as is defined in applicable federal law, including the current rules and regulations of the United States Department of Transportation. More specifically, 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 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 at the effort that a Bidder has made.
 - 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 DBR-focus media concerning the sub-contracting opportunities;
 3. Whether the Bidder provided written notice to 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.

- 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 DBE 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. 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

CONTRACT AGREEMENT

AGREEMENT BETWEEN CONTRACTOR AND OWNER

THIS AGREEMENT is made and entered into on the ___ day of _____ in the year Two Thousand and _____ (20__) by and between _____, hereinafter referred to as the “Contractor”, and THE MACON WATER AUTHORITY, hereinafter (the “Owner”) (collectively, “the Parties”).

WITNESSETH, that the Contractor and the Owner, for the consideration hereinafter named, agree as follows:

1. **SCOPE OF WORK.** - That the Contractor will furnish all products, tools, construction equipment, materials, skill and labor of every description necessary to carry out and to complete in a good, firm, substantial workmanlike manner perform the Structural Repairs for Amerson WTP project and will complete the Work in strict conformity with the Drawings and the Specifications (Divisions 01 through 46, inclusive, together with the foregoing Bid made by the Contractor, the Invitation to Bid, Instructions to Bidders, General and Supplementary Conditions, Special Conditions, Performance and Payment Bonds and all Addenda hereto incorporated (if applicable) which form essential parts of this Contract Agreement, as if fully contained herein, the same collectively referred to as the “Contract Documents.”

2. **TIME OF COMPLETION.**-The Contractor shall commence the Work to be performed under this Contract Agreement on a date to be specified in a written Notice to Proceed and shall achieve substantial completion of all Work required by the Contract Documents within one hundred and fifty (150) consecutive calendar days (the “Contract Time”) from NTP, or as specified in Section 01 35 00. Time is of the essence and is an essential element of this Contract, and the Contractor shall pay to the Owner, not as a penalty, but as liquidated damages, the sum of One Thousand Dollars (\$1,000.00) for each calendar day for which there is an unexcused delay in achieving substantial completion of the Work within the time limit set forth herein. These liquidated damages are not established as a penalty but are reasonably calculated and agreed upon in advance by the Owner and the Contractor due to the uncertainty and impossibility of making a determination as to the actual and consequential damages incurred by the Owner and the general public of Macon-Bibb County, Georgia as a result of the failure on the part of the Contractor to achieve substantial completion of the Work on time. Such liquidated damages referred to herein are intended to be and are cumulative and shall be in addition to every other remedy now or hereafter enforceable at law, in equity, by statute, or under the Contract Documents.

3. **THE CONTRACT PRICE.**-The Owner shall pay to the Contractor for the faithful performance of the Contract Agreement, subject to additions and deductions as provided for in the Contract Documents, in current funds a sum of _____ Dollars (\$ _____ .00) (the “Contract Price”) which sum shall also pay for loss or damage arising out of the nature of the Work aforesaid, or from the action of the elements, or from unforeseen obstructions or difficulties encountered in the prosecution of the Work, and for all expenses incurred by, or in consequence of the Work, its suspension or discontinuance and for well and faithfully completing the Work and the whole thereof, as herein provided, and for replacing

defective Work or products for a period of one year after completion.

4. **PROGRESS PAYMENTS** The Owner shall make progress payments on account of the Contract Price as follows: On or about the 20th day of each month, ninety-five percent (95%) of the value, based on the contract prices, of labor and materials incorporated in the Work and of materials suitably stored at the site thereof up to the twenty-fifth day of the month preceding, as estimated by the Engineer, less the aggregate of previous payments. Application for Payment must be made on the standard Owner's form to be provided by the Owner to the Contractor. No form of collateral in lieu of cash will be acceptable as retainage. At the discretion of the Owner, the retainage of each Subcontractor may be released separately as each Subcontractor completes its work. An application for release of a Subcontractor's retainage shall bear the certificates of the Subcontractor, the Contractor, and the Engineer that the Subcontractor's work has been fully performed and that the sum for which payment is requested is due by the Contractor to the Subcontractor. Checks releasing a Subcontractor's retainage shall be made payable to the Contractor, the Contractor's surety, and the Subcontractor, and shall be mailed to the Contractor's surety. This Article does not create any contractual relationship between the Owner and the Subcontractor or any duty of the Owner to any Subcontractor. Payments pursuant to this Article shall in no way diminish, change, alter or affect the rights of the Owner under the Contract Documents.

5. **FINAL PAYMENT.**- (a)-Final payment including retainage, shall be due 30 days after the date of notice from the Owner of the final acceptance of the Work, provided that all other requirements of the Contract Documents shall have been met in full. Final payment shall be made by a check payable jointly to the Contractor and surety and shall be mailed to the surety.

(b)-Upon receipt of written notice from the Contractor pursuant to Article 30 of the General Conditions that the Work is ready for final inspection, the Engineer shall promptly make such inspection, and when he/she finds the Work complies with the Contract Documents, and when the Contract shall have been fully performed the Engineer shall promptly issue a final certificate of recommendation to the Owner, over the Engineer's signature, stating that the Work required by the Contract Documents has been completed under the terms and conditions thereof, and that the entire balance of the Contract Price found to be due to the Contractor and noted in said final certificate, is due and payable.

(c)-Before issuance of a final certificate of recommendation, the Contractor shall submit evidence satisfactory to the Engineer that all payrolls, material bills, and all other indebtedness in connection with the Work has been paid in full.

(d)-If full completion of the Work is materially delayed through no fault of the Contractor, and the Engineer so certifies same, the Owner shall, upon certificate of the Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed. Such payment shall be made under the terms and conditions of the General Conditions governing final payment, except that it shall not constitute a waiver of claims.

6. **NO ASSIGNMENT.**- This Contract and the proceeds of this Contract may not be assigned nor may the performance thereunder be assigned, except with the prior written consent of the Owner.

7. BONDS. – The Contractor shall furnish both a performance bond and a payment bond and shall pay the premium thereon. The performance bond shall guarantee the full performance of the Contract.

Remainder of Page Left Blank

[Signatures, attestations, and seals on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement under their respective seals on the day and date first above written in six counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original Contract.

Signed, sealed, and delivered
in the presence of:

THE MACON WATER AUTHORITY

1. _____

By: _____
Gary Bechtel, Chairman

2. _____

Attest: _____
Michel Wanna, Interim Executive Director & President

(Official Seal)

Signed, sealed, and delivered
in the presence of:

CONTRACTOR: _____

1. _____

By: (Signed) _____

2. _____

(Printed) _____

Attest: (Signed) _____

(Printed) _____

(Secretary)

(Corporate Seal)

APPROVED AS TO FORM

(Printed Name)
Attorney for the Macon Water Authority

END OF SECTION

Part 1 General

1.1 Scope

The scope of this Section is to convey to the Contractor unique and unusual stipulations and requirements which have been established for this Project. Some of the stipulations and requirements are a result of negotiations with various entities and organizations which have an interest in this Project. Some requirements are based on technical aspects of the Project which are not otherwise conveyed to the Contractor. The provisions of this Section shall supersede the provisions of the Division 01 through 49 Specifications but shall not supersede the Bidding Requirements, Contract Forms or Conditions of the Contract.

1.2 Submittals

A. Sequence Submittal

1. Submit a proposed sequence in accordance with Section 01 33 00 with appropriate times of starting and completion of tasks to Engineer for review.
2. The Contractor may propose alternatives to the sequencing constraints to that shown in this Section in an attempt to reduce the disruption of the operation of the existing facility or streamline the tasks of this Contract. The Owner and Engineer are not obligated to accept any of these alternatives.

1.3 Milestone Dates

- #### A.
- The Contractor shall be required to complete all activities withing 150 days after Notice to Proceed:

1.4 Existing Facility Operations

- #### A.
- The Contractor shall coordinate the work with the Owner so that the construction will not restrain or hinder the operation of the existing facilities. If, at any time, any portion of the facilities are out of service, the Contractor must obtain approval from the Owner as to the date, time and length of time that portion of the facilities are out of service.
- #### B.
- Connections to the existing facilities or alteration of existing facilities will be made at times when the facility involved is not in use or at times, established by the Owner, when the use of the facility can be conveniently interrupted for the period of time needed to make the connection or alteration. Bypass pumping may be required to connect to existing facilities.
- #### C.
- After having coordinated the work with the Owner, the Contractor shall prepare a submittal in accordance with Section 01 33 00 to include the time, time limits and methods of each connection or alteration and have the approval of the Engineer before any work is undertaken on the connections or alterations.

Unique Requirements

- D. Before any roadway or facilities are blocked off or taken out of service, the Owner's approval shall be obtained to coordinate operations for the plant.

1.5 Sequencing

A. General

1. The Contractor shall be solely responsible for all construction sequencing.
2. The completion of specific preliminary sequencing tasks will be required prior to any significant site demolition.
3. The construction schedule and tasks shall be reviewed and approved by the Engineer before site demolition begins.

- B. Notify the Owner at least ten days prior to starting to relocate piping or taking existing components out of service.

1.6 Administration Period

- A. During the Administration Period the Contractor shall be limited in site access to only the following:

1. Nondestructive field verification of existing conditions.
2. Install initial erosion control measures.
3. Construction of Engineer's and Contractor's temporary field offices.

- B. During the Administration Period the Contractor shall complete, as a minimum, the following:

1. Issuance of contracts, subcontracts, and purchase orders for all major products and systems.
2. Complete all submittals, release for manufacture, and schedule delivery for the products or systems referenced above.
3. Prepare and submit approvable documents required by Section 01 32 16, including OPS and the Schedule of Values.
4. Install Engineer's and Contractor's temporary field offices complete with all required utilities, internet, network, supplies, and furnishings required.
5. Complete software delivery and training required by Section 01 31 29.
6. Complete and submit all preconstruction photos, videos.

- C. The duration of the Administration Period is 60 consecutive calendar days, after which

time the Construction Period shall automatically begin. Construction Period may begin prior to the 60 days, provided all requirements of the Administration Period have been completed, submitted, and approved by the Engineer.

Part 2 Products

(NOT USED)

Part 3 Execution

(NOT USED)

END OF SECTION