

ADDENDUM NO. 1

STRUCTURAL REPAIRS FOR AMERSON WTP

**MACON WATER AUTHORITY
MACON, GEORGIA**

ADDITIONAL INFORMATION DOCUMENTS

No questions/responses are included in this addendum.

PLANS

No plan changes are included in this addendum.

SPECIFICATIONS

Replace Specification Section 00500 with the attached Specification Section 00500.

Bidder Must Acknowledge Receipt of this Addendum on Bid Form

March 17, 2026
Barge Design Solutions, Inc.
1201 Front Ave, Suite F
Columbus, Georgia 31901
706-321-4583

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 thousand and ninety-five (1,095) consecutive calendar days (the “Contract Time”), with milestones at three hundred and sixty-five (365) consecutive calendar days from Notice to Proceed (NTP), seven hundred and thirty (730) consecutive calendar days from NTP, and one thousand and ninety-five (1,095) consecutive calendar days 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.

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[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