ADDENDUM No.6

Rebuild Gravity Thickeners 1,2, and 3 and Clarifier #6 at Rocky Creek WRF

MACON, GEORGIA

DATE: November 10, 2026

To: All Bidders

This addendum forms a part of the Contract Documents and modifies the original Specifications and Contract Documents as noted below. Acknowledge receipt of this addendum in the space provided on the Bid Form. Failure to do so may result in disqualification of the bidder.

PROJECT CLARIFICATIONS REGARDING ELECTRICAL CONTROLS FOR CLARIFIER #6

1) **QUESTION:** Please confirm if the Contractor/Subcontractor/Sub-subcontractor affidavits are to be included with the bid.
   RESPONSE: Yes, the Federal Authorization Affidavits should be included in the Bid. See attached revised Section 00100- Instructions to Bidders.

2) **QUESTION:** Please confirm if Section 00426 is to be included with the bid.
   RESPONSE: No, Section 00426 does not have to be included in the bid.

3) **QUESTION:** In reference to 00100-1.03.I.4.K (Instruction to Bidders), please confirm what forms are required by the Georgia Department of Natural Resources Environmental Protection Division are to be included with the bid, and provide these blank forms to be filled out.
   RESPONSE: There are no forms required for this project.

4) **QUESTION:** Required functions: Which torque signals, alarms, motor status indications, remote commands and automatic operating functions must connect to the plant controls?
   RESPONSE: If it will run continuously, Run and Over Torque status need to be available for future plant controls. Refer to Number 8 Clarification.

5) **QUESTION:** Connection details: Provide the required I/O/point list, signal destinations and current wiring/interface drawings. Identify any existing equipment to be reused and any new I/O hardware required.
   RESPONSE: Refer to Number 8 Clarification.

6) **QUESTION:** Programming responsibility: Will MWA or its existing integrator perform the programming, or must the contractor furnish those services? If contractor-furnished, identify the existing controls platform and any required integrator.
   RESPONSE: Refer to Number 8 Clarification.

7) **QUESTION:** Testing responsibility: Establish the division of work among MWA, the equipment manufacturer and the electrical subcontractor for integration, startup and functional testing.

RESPONSE: All electrical should be done by an electrical contractor. Refer to Number 8 Clarification.

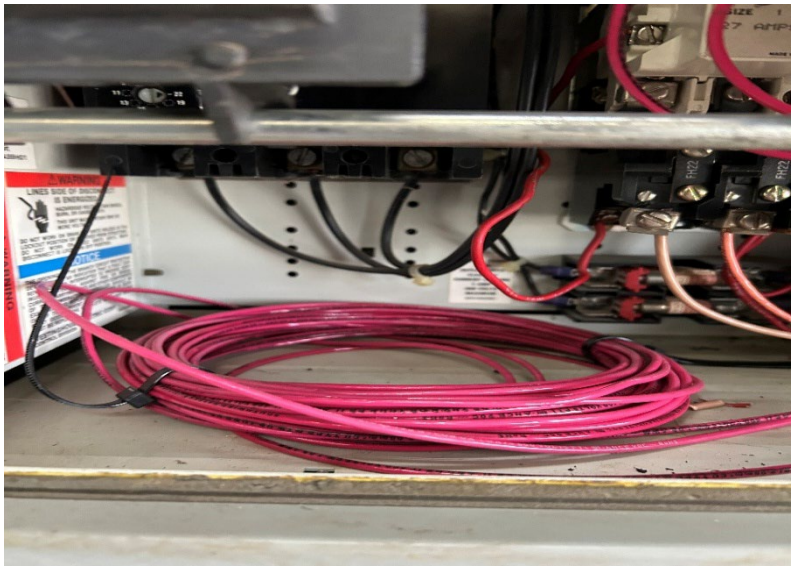
8) **CLARIFICATION:** Installation of electrical and controls indoor and outdoor shall mirror Clarifier 5. Replace all Outside electrical Conduit and components above grade. Replace underground conduit if they have failed. Replace all wiring from clarifier to MCC. Modify components on and in the MCC bucket to mirror Clarifier 5. See pics below of Clarifier #5.












START
RUN
FAULT
STOP
WARN
TRIP
On
Off

Macon Water Authority

ATTACHMENTS

1) Revised Bid Form
2) Revised Instructions to Bidders

REQUIRED CONFIRMATION OF RECEIPT:

Acknowledge receipt of this addendum by return e-mail and as required on the Bid form *"Section 00300-4" of the contract documents.

SECTION 00300

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:

Item No.	Quantity	Unit	Description	Unit Price	Total Price
1	**REPLACE CLARIFIER #6**				
a.	1	EA	Identify and repair spalled and damaged concrete, furnish and install a chemical resistant lining system, complete, to the clarifier troughs inside Clarifier #6 Work includes, but is not limited to, the following: Bug hole repair, honeycomb repair, crack and joint detailing, penetration detailing, concrete surface preparation and installation of a chemical resistant lining system.		
b.	1	LS	Remove and dispose of the existing Clarifier No. 6 mechanism and its associated components, and furnish and install a new clarifier mechanism and all related components.		
	*******AS DIRECTED AT THE OWNER'S DISCRETION*******				
2	**ALLOWANCES**				
a.		**LS**	**a. Contingency - 10%**		
	TOTAL BASE BID (ITEMS 1-2A):				

Total Bid for Items 1 through __2a____, 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 **Five Hundred Forty-Eight (548) 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 damages, the sum of **$250.00** 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.

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:

Name	Address

END OF SECTION

SECTION 00100

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, "**Rebuild Gravity Thickeners 1,2, and 3 and Clarifier #6 at Rocky Creek WRF**".

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: Heather Veal
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. Federal Authorization Affidavits
d. Statement of Bidder's Qualifications;
e. Statement of Equipment;
f. Corporate Certificate, if the Bidder is a corporation;
g. Statement of Disadvantaged Business Enterprise ("DBE") compliance;
h. Contractor's License Certification;
i. Photocopy of State of Georgia Utility Contractor's License;
j. Photocopy of Certificate of Authority from Georgia Secretary of State's Office to do work in Georgia (if out of state contractor);
k. Non-Collusion Affidavit of Prime Bidder;
l. 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.

C. All anticipated federal, state and local permits required for the Project ___NA_____ have been obtained.

D. All rights of way and easements anticipated for the Project ***NA*** been obtained.

1.10 EQUAL EMPLOYMENT OPPORTU0000NITY

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 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 DBE-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; and

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.

C. 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.

D. 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