

ADDENDUM #1

Annual Contract for General & Emergency Services

Peachtree City Water & Sewerage Authority
1127 Highway 74 S, Peachtree City, GA 30269

Bids Due: October 7, 2024 @ 2:00 pm
Pre-Bid Meeting: September 23, 2024 @ 2:00 pm (Encouraged)
Cost of Plans: Electronic Copy - \$25.00
Owner Contract No.: 25-100
ISE Project #: 1040.2403
Date: October 3, 2024

INCORPORATE CHANGES INTO THE CONTRACT DOCUMENTS AS DESCRIBED BELOW AND ATTACHED TO THIS ADDENDUM:

1. Question No. 1 - Will the Owner/Engineer consider changing the unit of measure for labor and equipment to hourly?

Yes. See the new Bid Form, attached.

2. Question No. 2 -- Will the Owner/Engineer consider adding an emergency mobilization line item?

It is already included on the Bid Form. See footnote 1.

3. Question No. 3 - Will the Owner/Engineer consider adding an escalation adder to the 2nd and 3rd year's contract or will escalation be considered in negotiations for the following year's contract extension?

It is already included in specification section 00 21 13 "Instructions to Bidders," under Article Nine.

4. Question No. 4 - How are payment and performance bonds to be compensated if a work order is \$100,000.00 or more?

For Annual Services work in excess of \$100,000, both a Payment and Performance Bond will be required. The Contractor shall be reimbursed to the cost of the bonds plus the percentage markup from section M1 on the Bid Form.

5. Question No. 5 – Did you mean the \$5,000 listed for the bond amount to be 5% of the amount of the bid?

The total Bid Bond amount will be \$5,000. There is no 5% of construction.

6. Question No. 6 - Can a line item be added for remote packer?

No. The number of equipment items was purposely limited to simplify the Bid Form.

7. Question No. 7 - Can a line item be added for miscellaneous or rented equipment as a cost plus percentage like on line item M.1?

It is already included in specification section 00 21 13 “Instructions to Bidders,” under Article Fourteen.

8. Question No. 8 - Can a line item be added for miscellaneous subcontractors as a cost plus percentage line on line item M.1? I.e. flaggers, asphalt patching, concrete finishers, concrete cutting and coring sub, etc.?

No. The percent markup on subcontractors shall be the same as for materials.

There are modifications to Section 00 11 13 “Advertisement for Bids,” Section 00 21 13 “Instruction to Bidders,” Section 00 22 13 “Supplementary Instructions to Bidders,” Section 00 41 00 “Bid Form, and Section 00 52 00 “Agreement,” all attached.

SECTION 00 11 13

ADVERTISEMENT FOR BIDS

Project Name: Annual Contract for General & Emergency Services Date of Issue: September 9, 2024
Project No.: 1040.2403 Bid Date: October 7, 2024 at 2:00 pm
Owner Contract No.: 25-100

Owner

Peachtree City Water & Sewerage Authority
1127 Hwy 74 South
Peachtree City, Georgia 30269
(phone) 770-487-7993
Contact:
Larry McNeil – LMcNeil@pcwasa.org

Engineer

Integrated Science & Engineering
1039 Sullivan Road
Newnan, Georgia 30265
(phone) 770-552-2106
Contact:
Cary Dial, P.E. – cdial@intse.com

The Peachtree City Water & Sewerage Authority will be receiving separate sealed Bids for all material, labor and equipment for the “Annual Contract for General & Emergency Services”.

The sealed bids shall be from qualified contractors for their “Annual General & Emergency Services Contract.” This Contract intends to provide a means for the Authority to respond to general repairs, additions, or improvements, in addition to sudden or unforeseen failures or malfunctions of existing sanitary sewer system.

The General repairs would include planned improvements to the system. New gravity sewers, pump station upgrades, site work, manhole replacements, etc.

The Emergency repairs would be unplanned work associated with unforeseen failures with the sewer system. This could include pump station failures, gravity sewer or forcemain breaks, sewer spills, etc.

This contract is Local funded.

Contract Documents may be examined at the following locations:

- Peachtree City Water & Sewerage Authority, 1127 Hwy 74 South, Peachtree City, Georgia 30269 (<https://pcwasa.org>)
- Integrated Science & Engineering, 1039 Sullivan Road, Newnan, Georgia 30265 (<https://intse.com>)
- Georgia Procurement Registry (<http://ssl.doas.state.ga.us/PRSapp/>)
- ConstructConnect (www.constructconnect.com)

It is mandatory that all prospective bidders purchase the Project Manual from the office of Integrated Science & Engineering. An electronic copy may be obtained upon non-refundable payment of \$25.

Each Bidder must deposit with his bid, security in the amount of \$5,000, and shall be subject to the conditions provided in Section 00 21 13 “Instruction to Bidders.”

Each Bidder is required to submit a “Construction Contractors Qualification Statement”, “Bid Security”, “Bid Form”, Non-Collusion Affidavit”, and “Security and Immigration Compliance Affidavit” as outlined in Section 00 22 13 “Supplementary Instructions to Bidders.”

The Peachtree City Water & Sewerage Authority will receive sealed bids until October 7, 2024 at 2:00 pm at 1127 Hwy 74 South, Peachtree City, Georgia 30269. Bids received after this time will not be accepted. Bids will be opened and publicly read aloud. The contract will be awarded to the low, responsive, and responsible bidder with reservation of right to reject all bids. Bids may not be withdrawn by Bidders for 60 days following opening of the bids.

The Peachtree City Water & Sewerage Authority reserves the right to award to a Primary Contractor, as well as Back-Up Contractor(s) to ensure that our requests under this annual contract can be performed as needed.

There will be a “Pre-Bid” meeting on September 23, 2024 at 2:00 pm located at the Peachtree City Water & Sewerage Authority office. All contractors submitting a Bid are encouraged to attend.

The Peachtree City Water & Sewerage Authority will not issue or cause to be issued any addenda modifying the Project Manual within a period of 72 hours prior to the advertised time for opening bids, excluding Saturdays, Sundays, and State of Georgia Legal Holidays.

END OF SECTION

INSTRUCTIONS TO BIDDERS

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ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. Peachtree City Water & Sewerage Authority or Integrated Science & Engineering – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered, otherwise known as issuing office.
 - B. Business Day(s) – 24 hours measured from midnight to next midnight excluding weekend and State of Georgia observed holidays.
 - C. Calendar Day(s) – 24 hours measured from midnight to next midnight including weekend and State of Georgia observed holidays.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the advertisement or invitation to bid may be obtained from the Issuing Office.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, within five (5) business days of Owner's request, Bidder shall submit written evidence of any data requested by Owner over and above what is to be provided in Section 00 45 13 "Bidder's Qualifications."
- 3.02 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

- 4.01 *Subsurface and Physical Conditions, if applicable in Section 00 31 00*
- A. The Supplementary Conditions identify:
 - 1. Those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site.
 - 2. Those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

- B. Copies of reports and drawings referenced in Paragraph 4.01.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions has been identified and established in Paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.02 *Underground Facilities*

- A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

4.03 *Hazardous Environmental Condition, if applicable in Section 00 31 00*

- A. The Supplementary Conditions identify any reports and drawings known to Owner relating to a Hazardous Environmental Condition identified at the Site.
- B. Copies of reports and drawings referenced in Paragraph 4.03.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has been identified and established in Paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

- 4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 4.06 of the General Conditions.

- 4.05 On request and subsequent approval of Owner and Property Owner, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates. Bidder to provide a description of tests, etc. prior to approval.

- 4.06 A. If a reference is made to Article 7 of the Supplementary Conditions for the

identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of contract documents (other than portions thereof related to price) for such other work.

B. Paragraph 6.13.C of the General Conditions indicates that if an Owner safety program exists, it will be noted in the Supplementary Conditions.

4.07 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents;
- B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. if provided in Section 00 31 00, Available Project Information carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in Paragraph 4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Paragraph 4.06 of the Supplementary Conditions as containing reliable "technical data";
- E. consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs;
- F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

- 4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 – PRE-BID CONFERENCE

- 5.01 There will be a “Pre-Bid” meeting on September 23, 2024 at 2:00 pm located at the Peachtree City Water & Sewerage Authority office. All contractors submitting a Bid are encouraged to attend. Representatives of Owner and Engineer will be present to discuss the Project. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 6 – SITE AND OTHER AREAS

- 6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing via Email Communication to Larry McNeil – LMcNeil@pcwasa.org and Cary Dial, P.E. – cdial@intse.com. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda emailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than five business days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer. No Addenda shall be issued later than three business days prior to the date fixed for opening the Bids. Failure of any Bidder to receive any such Addendum shall not relieve the Bidder from any obligation under his Bid submitted. All Addenda so issued shall become a part of the Contract.

ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of

\$5,000 of Bidder's maximum Bid price and in the form of a certified check, bank money order, or a Bid bond (on the form attached) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.

- 8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 business days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven calendar days after the Effective Date of the Agreement or 61 calendar days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.
- 8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven calendar days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

- 9.01 The Contract Term will be for one year with the option to renew three additional one year terms. Because this contract contains three renewal periods and the price of materials is subject to change from year to year, it is appropriate to allow the Contractor to offer price increases prior to the renewal of the contract for the following year. Therefore, 90 days prior to the end of the contract, the Contractor will advise the Owner in writing of their desire to renew the contract and will provide the Owner with an updated price list (this should be the same price list from the original bid with any necessary additions that became evident during the previous year's operations). The Owner will review the price increases and if necessary, negotiate with the Contractor to finalize pricing. Once both parties have agreed to the contract extension pricing, the Owner will prepare an Amendment to the original contract outlining the extension period, the new pricing that has been approved by both parties, and any other changes to the contract that become necessary to improve the operational effectiveness of the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or those substitute or “or-equal” materials and equipment approved by Engineer and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function and quality to be met by any proposed substitute or “or-equal” item. No item of material or equipment will be considered by Engineer as a substitute or “or-equal” unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 calendar days prior to the date for receipt of Bids. Each such request

shall conform to the requirements of Paragraph 6.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

- 12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five business days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, in which case apparent Successful Bidder shall submit an acceptable substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 12.02 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents.
- 13.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each [section, Bid item, alternative, adjustment unit price item, and unit price item] listed therein. In the case of optional alternatives the words "No Bid," "No Change," or "Not Applicable" may be entered.
- 13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.
- 13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.06 A Bid by an individual shall show the Bidder's name and official address.

- 13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.08 All names shall be printed in ink below the signatures.
- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID; COMPARISON OF BIDS

All labor, materials, and equipment will be paid as bid. There will be no percentage markup other than that stated in the Bid Pricing Schedule, and only for work applicable to the services as defined in the bid documents.

14.01 *Equipment:*

- A. For equipment mobilized for work performed, the Contractor will be paid the equipment use rates described below and listed in the Bid Pricing Schedule as well as for the cost of transporting the equipment to the location of the work and its return to its original location, and for the cost of loading and unloading the equipment. Payment, however, will not be made for equipment the Contractor leaves idle at the work site after it is no longer being used or is no longer reasonably needed in the repair work.
- B. The Contractor will be paid for the use of owned equipment based on an hourly rate, not exceeding the charges for such equipment set forth in the Blue Book Rental Rates for Construction Equipment (as published by Equipment Guidebook Company of Palo Alto, California). For bid purposes, this can be bid on a + or – (plus or minus) percentage of the actual Blue Book Rental Rate. All equipment must be in good operating condition. The hourly rates paid for owned equipment, shall include the cost of fuel, oil, lubricants, supplies, small tools, necessary attachments, repairs and maintenance of all kinds, depreciation, storage, and insurance.
- C. If the nature of the repair or conditions encountered at the work site necessitates the use of rental equipment, the Contractor will be paid the actual cost of rented equipment, provided that the rental rate is comparable to the prevailing rental rates charged by rental companies in the project area for like equipment.

14.02 *Labor:*

- A. Charges for labor (as bid in Items L.1 - L.10) shall include classifications from Laborer to Project Manager when engaged in the actual and direct performance of the work. Payment shall not be made for such overhead personnel as assistant superintendents, office personnel, timekeepers, and maintenance mechanics. Items will be paid as bid with no additional overhead.

- B. All labor shall be billed at the hourly rates specified in items 1-18 as stated on the Bid Pricing Schedule.
- C. The unit price wages as indicated on the Bid Pricing Schedule shall include the actual costs paid to or on behalf of workmen, by reason of fringe benefits, including but not limited to, social security contribution, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, sick leave, vacation, and holiday pay.

14.03 *Materials:*

Quantities of supplies and materials, including transportation costs and extensions in accordance with bid schedule unit pricing. *Note: If the theoretical amount is \$150,000 and your markup is 10%, then the amount entered under the extension column would be \$15,000.*

14.04 *Compensation:*

- A. The compensation as set forth in bid documents shall be received by Contractor as payment in full for work done. At the end of each repair, the Contractor and Owner's representative shall compare records of work performed, including classification of all Contractor's employees assigned to the work, materials used in the work, and equipment used.
- B. No payment will be made for work performed on a repair until the Contractor furnishes the Owner itemized statements for the following items:
 - 1. Labor: Name, classification, date, daily hours, total hours, and extension of each laborer, and foreman in accordance with bid schedule unit pricing.
 - 2. Equipment: Size, type, identification number, dates, daily hours, total hours, extension of each unit of machinery and equipment, and/or rental rate.
 - 3. Materials: Quantities of supplies and materials, including transportation cost and extensions in accordance with bid schedule unit pricing.
 - 4. Invoices for all work subcontracted and/or rental equipment.
 - 5. Payments for items applicable shall be conditioned upon Contractor's presentation of original receipted invoices for materials used and transportation charges. If, however, the materials used in the work are not specially purchased for such work but are taken from Contractor's stock, then in lieu of the original invoices, the statements shall contain or be accompanied by an affidavit of the Contractor which shall certify that such materials were taken from his stock, that the price and transportation of the material as claimed represent the actual cost in accordance with bid pricing schedule.

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. Or, if Bidding Documents are all electronic, it will be the Contractor's responsibility to print from online resource. The unbound copy of the Bid Form is to be completed and submitted with the Bid security

and the following documents:

A. See Section 00 22 13 for a list of documents typically required to be submitted with the Bid.

15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to Peachtree City Water & Sewerage Authority, 1127 Hwy 74 South, Peachtree City, Georgia 30269.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

16.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders within five business days after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder

has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

- 19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.
- 19.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.
- 19.07 The Owner reserves the right to award to a Primary Contractor, as well as Back- Up Contractor(s) to ensure that our requests under this annual contract can be performed as needed.

The work to be performed under this contract will be determined and assigned by the Owner on an “as-needed”, “when-needed” basis, and will be issued in the form of a Project Work Order. A Project Work Order may include a single work item or may include a number of work items.

The Owner does not guarantee any minimum or maximum work quantities under this contract and reserves the right to bid or procure by other means any similar type work of this contract as a separate procurement at its sole discretion.

Where a Project Work Order in an amount of \$100,000 or more, for work considered “Public Works” is issued as defined by O.C.G.A. § 36-91-2, Payment and Performance Bonds will be required prior to the commencement of that work.

The initial term of this contract will be for twelve (12) months. The contract may be extended for a second and third 12 month period by mutual written consent by both parties with no changes in the terms and conditions.

- 19.08 It is the Owner’s policy not to award a contract to a firm we know to be in arrears for any fees, fines, taxes or penalties owed to the Owner, Fayette County or any municipality in Fayette County. By submitting a bid, the bidder represents they are not in arears to the Owner, Fayette County or any municipality in Fayette County. If a bidder is awarded a contract and the Owner discovers the bidder is in arears, the Owner may cancel the contract and / or withhold payment and use any funds due to the bidder to settle the debt.

ARTICLE 20 – CONTRACT SECURITY AND INSURANCE

- 20.01 Article 5 of the General Conditions, as may be modified by the Supplementary

Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

ARTICLE 21 – SIGNING OF AGREEMENT

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 business days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten business days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

END OF SECTION

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

With each copy of the Project Manual, the Bidder shall print one separate unbound copy of the Bidding Documents. The unbound copy of the Bidding Documents is to be completed and submitted, which includes the following documents:

1. Bid Form – Section 00 41 00
2. Bid Security – Section 00 43 13
3. Bidder’s Qualifications – Section 00 45 13
4. Non-Collusion Affidavit – Section 00 45 19
5. Security and Immigration Compliance – Section 00 45 20
6. Certified check, bank money order or a bid bond in the amount of \$5,000 – Section 00 21 13

Place all of the above in a sealed envelope clearly marked as follows:

BID PROPOSAL FOR

Peachtree City Water & Sewerage Authority

Annual Contract for General & Emergency Services

NOTE: The envelope should bear on the outside the **NAME** and **ADDRESS** of the **QUALIFIED BIDDER**, and **Georgia Utilities Contractors License Number (if applicable)**.

If mailed, this envelope should be placed inside the mailing envelope.

Bids will be opened at October 7, 2024 at 2:00 pm at 1127 Hwy 74 South, Peachtree City, Georgia 30269.

END OF SECTION

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to: Peachtree City Water & Sewerage Authority
1127 Hwy 74 South
Peachtree City, Georgia 30269

This Bid is submitted from: _____

(Name and Address of Individual, Partnership, or Corporation)

Georgia Utility Contractor No. (if applicable)

This Bid is for: Annual Contract for General & Emergency Services
October 7, 2024 at 2:00 pm

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 calendar days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No. Addendum Date

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all (if applicable): (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports (if applicable) and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Estimated Quantity	Unit Price	Unit	Extension
Mobilization / Demobilization ¹					
G.1	n/a	1	\$	Each	\$
Equipment Rates					
E.1	Dozer, Crawler to 160 HP	1	\$	Hourly	\$
E.2	Excavator, (mini) Hydraulic 0.5 c.y. bucket to 45 HP	1	\$	Hourly	\$
E.3	Excavator, Hydraulic 2.5 c.y. bucket to 265 HP	1	\$	Hourly	\$
E.4	Loader, Wheel bucket capacity, 3 c.y. to 152 HP	1	\$	Hourly	\$
E.5	Loader, Skid-Steer, operating capacity 3000 lbs to 85 HP	1	\$	Hourly	\$
E.6	Trailer, Equipment 60 ton capacity (Low Boy)	1	\$	Hourly	\$
E.7	Dump Truck, struck capacity 12 c.y. to 400 HP	1	\$	Hourly	\$
E.8	Truck, service fuel and lube up to 26,000 gvwr 215-225 HP. To include chainsaw, cut-off saw, welder, small air compressor, hand tools, etc.	1	\$	Hourly	\$
Labor Rates					
L.1	Laborer	1	\$	Hourly	\$
L.2	Pipe Layer	1	\$	Hourly	\$
L.3	Equipment Operator	1	\$	Hourly	\$
L.4	Low Boy Operator	1	\$	Hourly	\$
L.5	Plumber	1	\$	Hourly	\$
L.6	Welder	1	\$	Hourly	\$
L.7	Foreman	1	\$	Hourly	\$
L.8	Superintendent	1	\$	Hourly	\$
L.9	Estimator	1	\$	Hourly	\$
L.10	Project Manager	1	\$	Hourly	\$
Materials					
M.1	Materials – Indicate a Percentage Rate (%) Above a Theoretical Amount of \$150,000	+	%	Each	\$
TOTAL BASE BID	Mobilization / Demobilization + Equipment + Labor + Materials =				\$

¹Cost will be allowed per each emergency occurrence not multiple times per occurrence.

TOTAL BASE BID: _____

_____ Dollars

(\$ _____).

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated ITEMS and QUANTITIES shown are not guaranteed, and are solely for the purpose of comparison of Bids. Low bidder will be selected on Base Bid above and if found responsible and responsive will be awarded the contract. The number of items was purposely limited to most likely equipment and labor encountered in an emergency. This was also done to make bidding the contract easier. Final items and quantities needed for any emergency will certainly be different and final payment for all unit price Bid items will be based on actual items and quantities encountered as provided in the Contract Documents.

The Bidder understands the Owner reserves the right to supply materials for EMERGENCY SERVICES Work. If the Owner provides any materials for items actually encountered or as listed in the Bid Proposal, the contractor will not be allowed to use that material cost or markup in his final invoice.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. All documents as outlined in Section 00 22 13 “Supplementary Instructions to Bidders.”

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____
Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in Georgia is ____/____/____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address _____

Phone No. _____ Fax No. _____

E-mail _____

SUBMITTED on _____, 20____.

State Contractor License No. _____. *[If applicable]*

END OF SECTION

SECTION 00 52 00

AGREEMENT

THIS AGREEMENT is by and between Peachtree City Water & Sewerage Authority (“Owner”) and _____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – Work

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Annual Contract for General & Emergency Services

ARTICLE 2 – The Project

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

The sealed bids shall be from qualified contractors for their “Annual General & Emergency Services Contract.” This Contract intends to provide a means for the Authority to respond to general repairs, additions, or improvements, in addition to sudden or unforeseen failures or malfunctions of existing sanitary sewer system.

The General repairs would include planned improvements to the system. New gravity sewers, pump station upgrades, site work, manhole replacements, etc.

The Emergency repairs would be unplanned work associated with unforeseen failures with the sewer system. This could include pump station failures, gravity sewer or forcemain breaks, sewer spills, etc.

ARTICLE 3 – Engineer

3.01 The Project has been designed by Integrated Science & Engineering (Engineer), which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – Contract Times

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work will be substantially completed within N/A days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within N/A days after the date when the Contract Times commence to run.
- B. There will be no set “Time of Completion” for emergency services work. For annual services work, the “Time of Completion” for each project will be negotiated.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$N/A for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$N/A for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.
- B. Liquidated damages for each of the required dates and times are independent and additive; i.e., if Substantial Completion is not achieved by day N/A and Final Completion is not achieved, liquidated damages will be in effect for both Substantial and Final Completion, in total amount of \$300 per day.
- C. There will be no set “Liquidated Damages” for emergency services work. For annual services work, the “Liquidated Damages” for each project will be negotiated.

ARTICLE 5 – Contract Price

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined

pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

A. For all Work other than Unit Price Work, a lump sum of: \$ _____

All specific cash allowances are included in the above price in accordance with Paragraph 11.02 of the General Conditions.

B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

UNIT PRICE WORK

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
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Total of all Bid Prices (Unit Price Work) \$ _____

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

ARTICLE 6 – Payment Procedures

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

- a. 100 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 200 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – Interest

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate allowed per O.C.G.A. § 13-11-17.

ARTICLE 8 – Contractor's Representations

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all, if any: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."

- E. Contractor has considered the information known to Contractor, if any; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – Contract Documents

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to __, inclusive).
 - 2. Performance bond (pages _____ to _____, inclusive).
 - 3. Payment bond (pages _____ to _____, inclusive).
 - 4. General Conditions (pages _____ to _____, inclusive).
 - 5. Supplementary Conditions (pages _____ to _____, inclusive).
 - 6. Specifications (as listed in the table of contents of the Project Manual).
 - 7. Drawings (as listed in the table of contents of the Project Manual).
 - 8. Addenda (numbers _____ to _____, inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages _____ to _____, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages

_____ to _____, inclusive).

c. [List other required attachments (if any), such as documents required by funding or lending agencies].

10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Notice to Proceed (pages _____ to _____, inclusive).
- b. Work Change Directives.
- c. Change Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – Miscellaneous

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

Peachtree City Water & Sewerage Authority

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

1127 Highway 74 South

Peachtree City, GA 30269

CONTRACTOR

By: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

License No.: _____

(Where applicable)

Agent for service of process:

END OF SECTION