

 <p>CLAYTON COUNTY Water AUTHORITY</p> <p>1600 Battle Creek Road, Morrow, GA 30260</p>	W.J. Hooper Water Production Plant Standby Power Generator	
	ADDENDUM 1	
	DATE	Friday October 25, 2019
	BID NUMBER	2019-PME-21
	BID OPENING DATE	Tuesday, December 3, 2019 at 2:00 P.M. local time
ADDENDUM MUST BE SIGNED AND INCLUDED IN YOUR RESPONSE TO THE RFB.		

Revisions

- 1. Replace the Agreement in its entirety found on Division 00 - Section 00 52 00 of the RFB documents with revised Division 00 Section 00 52 00 provided with this Addendum. Revisions were made to page 00 52 00-2, section 4.1.21 Cash Allowance for Owner-Directed Work, to change from twenty thousand dollars and no cents (\$20,000.00) to fifty thousand dollars and no cents (\$50,000.00). Revisions were made also to include 4.1.4 Plus: Additive Alternate No. 1. Revisions are highlighted in yellow.**

Questions

- 1. Is there an engineer's estimate available?**

Answer: Clayton County Water Authority understands that a large portion of the cost of this project resides in the equipment and materials cost. However, an engineer's estimate is not available for this project.

- 2. Is there an anticipated start date?**

Answer: The anticipated board date by the CCWA Board, at our monthly January 2020 board meeting is currently scheduled for January 2, 2020. That date may change due to the holiday. The notice to proceed is anticipated to follow in early February of 2020.

<i>Acknowledgment of receipt of this addendum must be signed and included in your bid response.</i>	
COMPANY NAME	
SIGNATURE	
DATE	

THIS AGREEMENT is between Clayton County Water Authority (hereinafter called Owner) and _____, (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. WORK

1.1 Contractor shall complete Work as specified or indicated in the Contract Documents. The Work is generally described as follows: W.J. Hooper Water Production Plant Standby Power Generator.

2. ENGINEER

2.1 Hazen and Sawyer is hereinafter called Engineer and is to act as Owner's representative, assume duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

3. CONTRACT TIME AND LIQUIDATED DAMAGES

3.1 Contract Time:

3.1.1 Contractor will achieve Substantial Completion and Work required on or before the date specified, or within 480 days from the date the Contract Times commence to run as provided in paragraph SC-4.01 A of the Supplementary Conditions and all Work will be finally completed and ready for payment in accordance with paragraph 15.06 of the General Conditions within 540 days from the date the Contract Times commence to run.

3.2 Liquidated Damages:

3.2.1. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph Contract Times above, plus any extensions thereof allowed in accordance with Article 11 of General Conditions. Owner and Contractor also recognize the delays, expense, and difficulties involved in proving in a legal or other dispute resolution 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 at the daily rate of \$500.00 per day for each day that expires after the time specified in paragraph Contract Times above, for Substantial Completion until the Work is substantially complete.

3.2.2 After Substantial Completion, if Contractor neglects, refuses, or fails to complete the remaining Work within the Contract Times or any Owner-granted extension thereof, Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in paragraph Contract Times above for completion and readiness for final payment.

3.2.3. Owner shall recover such liquidated damages by deducting the amount owed from the final payment or any retainage held by Owner.

4. CONTRACT PRICE

4.1 Owner shall pay Contractor for completion of the Work and in accordance with the conformed Bid, which is included as an Exhibit to this Agreement, an adjusted amount equal to the sum of the amounts determined pursuant to the following:

4.1.1. For the Lump Sum Work:

_____ DOLLARS
(Words)

_____ CENTS \$ _____
(Words) (Figures)

4.1.2. Plus: Cash Allowance Items:

4.1.2.1 Cash Allowance for Owner-Directed Work:

Fifty Thousand Dollars and No Cents \$50,000.00

4.1.3. Plus: Unit Price Work (an estimated amount of): \$ _____

_____ DOLLARS
(Words)

_____ CENTS \$ _____
(Words) (Figures)

4.1.4. TOTAL CONTRACT PRICE:

_____ DOLLARS
(Words)

_____ CENTS \$ _____
(Words) (Figures)

4.1.5. Additive Alternate No. 1:

_____ DOLLARS
(Words)
_____ CENTS \$ _____
(Words) (Figures)

5. RETAINAGE

5.1 Prior to Substantial Completion, Owner shall retain from progress payments 10 percent of the value of Work completed, and 10 percent of the value of stored materials and equipment. When Work has been 50 percent completed as determined by Owner, the provisions of paragraph SC-15.01 B. shall be applicable to the withholding of further retainage. Following Substantial Completion, Owner shall retain from progress payments an amount, not to exceed 200 percent of the value of the outstanding Work.

6. INTEREST

6.1 Monies not paid when due as provided in the Contract Documents shall bear interest at the rate of Prime plus 1% as of January 1 in the calendar year of execution.

7. CONTRACTOR'S REPRESENTATIONS

7.1 In order to induce Owner to enter into this Agreement, Contractor's representations are set forth as follows:

7.1.1. Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, general nature of work to be performed by Owner or others at the site that relates to Work required by the Contract Documents and local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of Work.

7.1.2 Contractor has studied carefully reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 5.03 of the General Conditions, and accepts the determination set forth in the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which Contractor is entitled to rely. Contractor acknowledges that such reports and drawings are not Contract Documents.

7.1.3. Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) examination, investigations, explorations, tests, studies, and reports (in addition to or to supplement those referred to above) which pertain to the conditions (subsurface or physical) at or contiguous to the site or otherwise and which may affect the cost, progress, performance, or furnishing of the Work as Contractor deems necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 5.03 of the General Conditions; and no additional or

supplementary examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by Contractor for such purposes.

7.1.4. Contractor has reviewed and checked information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities, if any, at or contiguous to the site and has included costs as defined by paragraph 5.05 of the General Conditions.

7.1.5. Contractor has correlated information known to Contractor and results of such observations, familiarizations, examinations, investigations, explorations, tests, studies, and reports with Contract Documents.

7.1.6. Contractor has given Engineer written notice of conflicts, errors, ambiguities, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of terms and conditions for performing and furnishing Work.

8. CONTRACT DOCUMENTS

8.1 The Contract documents which comprise the entire Agreement between Owner and Contractor concerning Work are defined in paragraph 1.01.A.13 of the General Conditions.

8.2 Except for the Notice to Proceed, Drawings, and Addenda, these Contract Documents are also listed in the Tables of Contents and are bound in five volumes, identified as Contract Documents for construction of the W.J. Hooper Water Production Plant (WPP) Standby Power Generator.

8.3 Drawings consist of sheets listed in the Table of Contents with each sheet bearing the following general title: W.J. Hooper Water Production Plant (WPP) Standby Power Generator.

8.4 Standard details (Drawings), bound with the above-noted Drawings.

8.5 Addenda numbers _____ to _____, inclusive.

8.6 Exhibits to this Agreement include:

8.6.1. Conformed Bid Form.

8.6.2. Executed Performance and Payment Bonds.

8.6.3. Documents submitted by Contractor prior to execution of Agreement

8.6.4. Statement of Noncollusion.

9. MISCELLANEOUS

9.1. No assignment by the Contractor hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of

the party sought to be bound; and specifically but without limitation monies that may become due and monies 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.

9.2. 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 of all covenants, agreements, and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in six copies. Two counterparts each have been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed by Owner and Contractor.

Owner: CLAYTON COUNTY WATER AUTHORITY

Contractor:

By _____

By _____

Name Printed _____

Name Printed _____

Date _____

Date _____

Attest _____

Attest _____

Name Printed _____

Name Printed _____

Address for giving notices

Address for giving notices

1600 Battle Creek Road

Morrow, Georgia 30260

(If Owner is a public body, attach evidence of authority to sign and resolution of other documents authorizing execution of Agreement).

License No. _____

Agent for service of process: _____

(If Contractor is a corporation, attach evidence of authority to sign).

[CORPORATE SEAL]

[CORPORATE SEAL]

END OF SECTION