



1600 Battle Creek Road
Morrow, GA 30260

W.J. HOOPER WPP AND TERRY R. HICKS WPP UV SYSTEM UPGRADES

ADDENDUM No. 1

Date	Thursday, July 28, 2022
Bid Number	2022-WP-15
Pre-Bid Meeting	Tuesday, July 12, 2022, at 10:00 a.m. local time
Bid Opening	Tuesday, August 2, 2022, at 10:00 a.m. local time

ADDENDUM MUST BE SIGNED AND INCLUDED IN YOUR BID SUBMITTAL

PART 1 – QUESTIONS AND ANSWERS

The following QUESTIONS and ANSWERS shall be incorporated into the PROJECT MANUAL for the above-referenced project:

- Q1: Are the liquidated damages in the proposed Form of Agreement additive and/or cumulative? Will they be assessed concurrently?**
A1: Liquidated damages can be additive but not concurrent.
- Q2: SC 3.03.A.2., Reporting and Resolving Discrepancies, appears to waive the Owner’s implied warranty for the adequacy of the design under Spearin Doctrine. Is this correct? If the Contractor builds the project in accordance with the plans and specifications under GC 7.17, but the project does not function as the Owner intended, who is responsible?**
A2: The Contractor is required to perform and complete the work per the Contract Documents. The Contractor is responsible only for the obligations set forth in the Contract Documents.
- Q3: SC 4.01.A. is a no-damages-for delay provision and conflicts with GC 4.05.A. Which takes precedence? If the Owner delays the Contractor, it costs the Contractor money. Why isn’t the Contractor allowed an equitable adjustment in Contract Time and Contract Price for delays caused by the Owner, Engineer, or separate contractors working for the Owner?**
A3: SC 4.01.A concerns delays prior to the NTP being issued to the contractor; SC 4.05A concerns delays after the NTP is issued.
- Q4: We understand the Owner/Engineer’s need to communicate directly with Subcontractors/Suppliers concerning timely pay per SC 7.06.K., but please explain the meaning of the phrase “whether or not the Contractor is otherwise complying with its obligations under this Agreement”?**
A4: The owner may contact subcontractors and suppliers to ensure that GC 7.06 is being followed.

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Q5: Please confirm that the Contractor is prohibited from submitting any and all Subcontractor or Supplier claims to the Owner per SC 7.06.P., even if the Contractor believes the claims are valid.

A5: Contractor has a duty to defend against any invalid pass-through claims by its subcontractors or suppliers. The Contract does not forbid subcontractor and supplier pass-through claims; it does prohibit pass-through claims that are barred or waived by the applicable subcontract or supplier contract. Such claims are never valid.

Q6: Why is the Contractor prohibited from making any and all claims against the Owner for Owner’s breach of the Agreement per SC 7.18?

A6: This provision does not prohibit any claims against the Owner. However, claims against any officer, employee, board member, or agent of the Owner are not allowed.

Q7: Why is the Contractor compelled to waive his rights to prompt payment under the Georgia Prompt Pay Act, per SC 9.04.A?

A7: All payment terms and remedies are set forth in the contract.

Q8: Please confirm that the Contractor is prohibited from filing a reservation of rights for future impact damages per SC 12.01.B.

A8: Confirmed. The Notice provisions are set forth in the contract. All damages must be identified and asserted in the claim submission process.

Q9: Where is the Trojan UV manufactured? Where will it ship from?

A9: The Trojan UV equipment is manufactured and shipped from London, Canada.

Q10: Will the Owner issue payment per the Payment Terms and Invoicing Milestones in the two Trojan UV proposals? If not, those terms should be negotiated out of the proposal before contract award.

A10: Payment percentages will follow the invoicing milestones, the contractor will negotiate the terms and conditions with Trojan.

Q11: The Trojan Technologies standard Terms and Conditions of Sale states delivery shall be EXW or CIP point of shipment (Incoterms 2020). Does the

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Owner accept the full responsibility of shipment under these terms? We recommend you renegotiate delivery to DDP (Delivered Duty Paid) and amend the proposals accordingly prior to contract award.

A11: Contractor and Trojan shall enter into a sub-contractor agreement, the contractor will negotiate the terms and conditions with Trojan. If the contractor is not able to negotiate such that Trojan is fully responsible for shipment, as currently described in Trojan’s terms and conditions, the Contractor shall be fully responsible for shipment.

Q12: Does the Owner accept the limited warranty in the Trojan UV proposals?

A12: No, the Owner doesn’t accept the limited warranty in the Trojan UV proposals? Contractor and Trojan shall enter into a sub-contractor agreement.

Q13: Does the Owner accept the force majeure provisions in the Trojan UV proposals?

A13: No, the Owner doesn’t accept the force majeure provisions in the Trojan UV proposals? Contractor and Trojan shall enter into a sub-contractor agreement.

Q14: Does the Owner accept the limitation of liability in the Trojan UV proposals?

A14: No, the Owner doesn’t accept the limitation of liability in the Trojan UV proposals. Contractor and Trojan shall enter into a sub-contractor agreement.

Q15: Does the Owner accept the applicable law and venue (Ontario, Canada) in the Trojan UV proposals?

A15: No, the Owner doesn’t accept the applicable law and venue (Ontario, Canada) in the Trojan UV proposals. Contractor and Trojan shall enter into a sub-contractor agreement.

Q16: Does the Owner accept the payment terms in Article 101 in the Trojan Technologies standard Terms and Conditions?

A16: No, the Owner doesn’t accept the payment terms in Article 101 in the Trojan Technologies standard Terms and Conditions. Contractor and Trojan shall enter into a sub-contractor agreement.

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Q17: Confirm that material testing, and inspections will not be a cost to the contractor.

A17: Concrete material testing will be performed by the owner, at no cost to the contractor.

Q18: 01 50 00 details a fairly extensive office trailer for the engineer use. Should the contractor include all of these costs in pricing?

A18: Yes.

Q19: Spec Section 01 88 15-1.04 Will the contractor be required to provide design for anchorage and bracing or is that included in the Contract Documents?

A19: Yes, Contractor shall provide the design of anchorage and bracing as required by the Contract.

Q20: Sheet 49 detail 0330-061 shows details 1 and 2 of 3. Where is detail 3 of 3?

A20: Detail 0330-061 3 of 3 is located on sheet 50.

END OF SECTION

Acknowledgment of receipt of this addendum must be signed and included in your bid submittal.

Company Name	
Signature	
Date	

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