



Utility Engineering Consultants, LLC

Phone : 205.951.3838
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130 Southcrest Drive, Suite 100
Homewood, AL 35209
P.O. Box 19218
Birmingham, Alabama 35219

June 28, 2024

Childersburg Water Works, Sewer and Gas Board
117 6th Avenue South West
Childersburg, Alabama 35044

**RE: ADDENDUM NO. 1
 CHILDERSBURG WATER WORKS, SEWER AND GAS BOARD
 WASTEWATER LAGOON UPGRADES
 CWSRF PROJECT NO. CS010832-04 CONTRACT NO. CH23 074**

All Contractors shall acknowledge receipt of Addendum No.1 for above referenced job by signing and returning this statement by email: ktwymon@uecllc.com or fax to (205) 951-3839.

Contractor: _____

Received by: _____

Date: _____



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June 28, 2024

Heflin Water Works and Sewer Board
1219 Almon Street, Suite F
Heflin, Alabama 36264

**RE: ADDENDUM NO. 1
 CHILDERSBURG WATER WORKS, SEWER AND GAS BOARD
 WASTEWATER LAGOON UPGRADES
 CWSRF PROJECT NO. CS010832-04 CONTRACT NO. CH23 074**

The changes, modifications and/or additions covered by the set forth in this Addendum No. 1 shall become part of and be incorporated in the Specifications, Contract Documents and Bid Documents for the above referenced Project.

CONTRACT DOCUMENTS AND SPECIFICATIONS

- **SECTION 00520 CONTRACT**
- **SECTION 00610 PERFORMANCE BOND**

This Addendum No. 1 should be added to the Contract and Specifications Documents. Acknowledgment of receipt of Addendum No. 1 shall be noted in the Bid for Unit Price Contracts Section of this contract.

UTILITY ENGINEERING CONSULTANTS, LLC

Dave Bechtel

DB/kt

**ATTACHMENT: SECTION 00520 CONTRACT
 SECTION 00610 PERFORMANCE BOND**

SECTION 00520

AGREEMENT

**BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT**

THIS AGREEMENT is by and between the Childersburg Water Works, Sewer and Gas Board (Owner)
and _____ (Contractor).

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

ARTICLE 1 - WORK

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

Wastewater Lagoon Upgrades - CWSRF Project No. CS010832-04
Contract No. CH23 074

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:

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by

Utility Engineering Consultants, LLC
130 Southercrest Drive, Suite 100
Homewood, Alabama 35209
Phone: (205) 951-3838 * Fax: (205) 951-3839
Website: uecllc.com

(Engineer), who 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 365 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 395 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. Contractor and Owner 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 3.02 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 \$ 100.00 for each day that expires after the time specified in Paragraph 4.02 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 \$ 125.00 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

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 Paragraph 5.01.A, 5.01.B, and 5.01.C below:

A. For all Work, at the prices stated in Contractor's Bid Form, attached hereto as an exhibit.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Application 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 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 and 6.02.A.2 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, Owner, on recommendation of Engineer, may determine

that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and

- b. 100 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 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 100 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 not bear interest. The Owner shall make payment promptly when proper invoice is issued by the Contractor.

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: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Conditions, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of 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 Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data as 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 correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. 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.

J. 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 5 , inclusive).
2. Performance bond (pages 1 to 3 inclusive).
3. Payment bond (pages 1 to 4 , inclusive).
4. Other bonds (pages 1 to , inclusive).
 - a. (pages to , inclusive).
 - b. (pages to , inclusive).
 - c. (pages to , inclusive).
5. General Conditions (pages 1 to , inclusive).
6. Supplementary Conditions (pages 1 to , inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings consisting of sheets with each sheet bearing the following general title: Wastewater Lagoon Upgrades CWSRF Project No. CS010832-04 Contract No. CH23 074.
9. Addenda (numbers to , inclusive).
10. Exhibits to this Contract (enumerated as follows):
 - a. Contractor's Bid (pages 1 to , inclusive).

- b. Documentation submitted by Contractor prior to Notice of Award (pages ____ to ____, inclusive).
11. 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
 - b. Work Change Directives.
 - c. Change Order(s)

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.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in quadruplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified

by Owner and Contractor or on their behalf.

This Agreement will be effective on _____, 2024 (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

Childersburg Water Works, Sewer and Gas Board

By: _____

By: _____

Title: _____
[CORPORATE SEAL]

Title: _____
[CORPORATE SEAL]

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

117 6th Avenue SW

Childersburg, AL 35044

License No.: _____
(Where applicable)

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

Agent for service or process: _____

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

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR
(Name and Address):

SURETY
(Name and Address of Principal Place of Business):

OWNER (Name and Address):
Childersburg Water Works, Sewer and Gas Board
117 6th Ave SW Childersburg, AL 35044

CONTRACT

Date: _____

Amount: \$ _____

Description (Name and Location): **Wastewater Lagoon Upgrades**
CWSRF Project No. CS010832-04 CH23 074

BOND

Bond Number: _____

Date (Not earlier than Contract Date): _____

Amount: \$ _____

Modifications to this Bond Form: _____

Surety and a Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company: _____

Signature: _____ (Seal)

Name and Title: _____

SURETY

(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: _____

Signature and Title

CONTRACTOR AS PRINCIPAL

Company: _____

Signature: _____ (Seal)

Name and Title: _____

SURETY

Surety's Name and Corporate Seal

By: _____

Signature and Title

(Attach Power of Attorney)

Attest: _____

Signature and Title:

- 1 Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.
- 2 If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.
- 3 If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 3.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contractor. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contractor, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and
 - 3.3 Owner has agreed to pay the Balance of the Contract Price to:
 - 3.3.1 Surety in accordance with the terms of the Contract;
 - 3.3.2 Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.
- 4 When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
 - 4.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contractor; or
 - 4.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - 4.4.1 After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner, or
 - 4.4.2 Deny liability in whole or in part and notify Owner citing reasons therefor.
- 5 If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4., and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

- 6 After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
 - 6.1 The responsibilities of Contractor for correction of defective. Work and completion of the Contract.
 - 6.2 Additional legal, design, professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.
- 7 Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No rights of action shall accrue on the Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.
- 8 Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.
- 9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- 10 Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.
- 11 When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- 12 Definitions
 - 12.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under this Contract.
 - 12.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
 - 12.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY — Name, Address and Telephone

Surety Agency or Broker:

Owner's Representative:

Utility Engineering Consultants, LLC

130 Southcrest Drive, Suite 100, Homewood, Alabama 35209, Phone (205) 951-3838