

REQUEST FOR PROPOSALS
CONSTRUCTION MANAGER-AT-RISK (CMAR)
PRECONSTRUCTION AND CONSTRUCTION SERVICES
FOR
WATER TREATMENT PLANT CHEMICAL FEED AND
CONTROL BUILDING UPGRADES

OWNER	City of Cartersville, Georgia
OWNER REPRESENTATIVE	Sidney Forsyth, P.E. Director, City of Cartersville Water Department
ENGINEER	Wiedeman and Singleton, Inc.
ISSUE DATE	Thursday, September 17, 2026
PRE-PROPOSAL CONFERENCE	Friday, October 2, 2026, at 10:30 A.M. Cartersville Water Treatment Plant 237 Allatoona Dam Road, Cartersville, GA 30120
QUESTIONS DUE	Tuesday, October 13, 2026, 5:00 P.M.
PROPOSALS DUE	Tuesday, October 20, 2026, at 2:00 P.M. City Manager's Office 1 N. Erwin Street, Cartersville, GA 30120



WIEDEMAN AND SINGLETON, INC.
Civil and Environmental Engineers

SECTION 00 01 10

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Not Used in this RFP.

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ADVERTISEMENT FOR PROPOSALS

The City of Cartersville, Georgia (Owner) requests sealed proposals from qualified Construction Manager-at-Risk (CMAR) firms for Phase I preconstruction services and, if authorized by the Owner, Phase II construction services for the **WATER TREATMENT PLANT CHEMICAL FEED AND CONTROL BUILDING UPGRADES** (Project).

The principal work areas include constructing a new Chemical Feed Building, rehabilitating the existing Control Building, and providing associated site, process, architectural, structural, mechanical, electrical, instrumentation and controls, heating, ventilation and air conditioning, yard piping, temporary facilities, and operational coordination.

Copies of the RFP documents may be requested from the Engineer for the Project, Wiedeman and Singleton, Inc., Attention: Ahmed An-Naim, at aaa@wiedeman.com.

A mandatory Pre-Proposal Conference will be held at **10:30 A.M.**, local time, on **Friday, October 2, 2026**, at the **Cartersville Water Treatment Plant, 237 Allatoona Dam Road, Cartersville, Georgia 30120**. A site tour will be conducted immediately following the conference. Proposals will not be accepted from firms unless they are on record as having attended the Pre-Proposal Conference.

Written questions regarding this RFP shall be submitted by email to the Engineer, Ahmed An-Naim, at aaa@wiedeman.com, no later than **5:00 P.M.**, local time, on **Tuesday, October 13, 2026**. Questions will be answered only by written addendum issued by the Owner or its authorized representative. Receipt of each addendum to this RFP shall be acknowledged in writing and submitted with the Proposal.

Sealed Proposals must be returned in a sealed package marked on the outside with "Proposal Response for Water Treatment Plant Chemical Feed and Control Building Upgrades" and the Proposer's company name. Sealed Proposals will be received until **2:00 P.M.**, local time, on **Tuesday, October 20, 2026**, at the **City Manager's Office, 1 N. Erwin Street, Cartersville, Georgia 30120**. Proposals received after the deadline will not be accepted. Unsealed Proposals, including facsimile Proposals or Proposals sent by email, will not be considered.

Proposals will be publicly opened, and only the names of submitting firms will be read, at **2:15 P.M.**, local time, on **Tuesday, October 20, 2026**, in the City Council Chambers, Cartersville City Hall, 10 N. Public Square, Cartersville, Georgia 30120. Proposals are legal and binding upon the Proposer when submitted. Proposal opening time is subject to extension pursuant to O.C.G.A. Section 36-91-20(d).

All interested parties are required to submit one (1) unbound original, six (6) bound copies, and one (1) electronic copy in PDF format. The Fee Proposal shall not be included in any of these copies. One (1) original Fee Proposal shall be submitted in a separate sealed envelope.

The successful firm will be required to satisfy the insurance requirements stated in the RFP. Each insurer providing required coverage shall be authorized by the Georgia Insurance Department to do business in Georgia and shall have an A.M. Best Financial Strength Rating of A- or better and a Financial Size Category of Class V or larger.

The written RFP documents supersede any verbal or written prior communications between the parties.

The evaluation and selection criteria, including their relative importance, are set forth in the RFP.

All respondents to this RFP are subject to instructions and additional terms and conditions communicated in the RFP. The Owner reserves the right to reject any or all proposals, to waive technicalities, and to make an award deemed in its best interest.

The City of Cartersville will be in no way liable for any costs incurred by any Proposer in the preparation of its Proposal in response to this RFP.

CITY OF CARTERSVILLE, GEORGIA

Sidney Forsyth
Director, City of Cartersville Water Department

END OF SECTION

SECTION 00 11 19

REQUEST FOR PROPOSALS

PART 1 GENERAL

1.01 REQUEST FOR PROPOSALS

- A. City of Cartersville, Georgia, as “Owner” is seeking Proposals from firms interested in providing Construction Manager at Risk (CMAR) Services for the WATER TREATMENT PLANT CHEMICAL FEED AND CONTROL BUILDING UPGRADES (“Project”). Proposals will include the proposing firm’s Statement of Qualifications and Fee Schedule as described in this Request for Proposals (RFP). All respondents to this RFP are subject to instructions and additional terms and conditions communicated in this document. The Owner reserves the right to reject any or all proposals, to waive technicalities, and to make an award deemed in its best interest.

1.02 GENERAL INFORMATION

A. Purpose

1. This RFP establishes requirements for selecting a CMAR to collaborate with the Owner and W&S during design and to develop a buildable, cost-controlled, sequenced project before construction authorization.

B. Contract Intent

1. The initial agreement is anticipated to authorize Phase I Preconstruction Services. Phase II Construction Services may be authorized only through a written guaranteed maximum price amendment, early work amendment, or other written authorization approved by the Owner.

C. Owner and Engineer

1. OWNER: City of Cartersville, Georgia
 - a. Contact: Sidney Forsyth, P.E.
2. ENGINEER: Wiedeman and Singleton, Inc.
 - a. Contact: Ahmed An-Naim, P.E.

1.03 PROJECT BACKGROUND AND OBJECTIVES

A. Background

1. The City is planning Phase II improvements at the Water Plant to support treatment reliability, operator safety, process control, and long-term operations. The improvements must be designed and constructed while the water treatment plant remains operational.

B. Current Design Status and Available Information

1. At the time of issuance of this Request for Proposals, the Project design is approximately fifty percent (50%) complete.

2. Information currently available to Proposers includes:
 - a. Appendix A – Planned Improvements.
 - b. Geotechnical reports and subsurface investigation data completed to date.
 - c. Available utility survey information.
 - d. Historical record drawings of the Water Treatment Plant.
 - e. Available site, operational, and facility information maintained by the Owner.
3. Additional geotechnical investigations, utility coordination, and field investigations are planned during ongoing design development, including supplemental geotechnical work within the proposed Chemical Feed Building area.
4. Preliminary process flow diagrams, process layouts, instrumentation concepts, and P&IDs are currently under development and are not included in the Procurement Documents. These materials are anticipated to be incorporated into future design packages issued to the selected CMAR during Phase I Preconstruction Services.
5. Record drawings associated with the separate Water Treatment Plant expansion project currently under construction are not expected to be available at the time of CMAR selection and may not be available until development of the Early Work Package.
6. The Engineer anticipates issuing approximately sixty percent (60%), ninety percent (90%), and one hundred percent (100%) design packages to the selected CMAR during Phase I Preconstruction Services.
7. Proposers shall independently evaluate the information provided and develop staffing, schedule, fee, and risk assumptions appropriate to the current stage of design development.

C. Owner Objectives

1. Maintain reliable water treatment operations throughout design and construction.
2. Develop a clearly defined scope, budget, schedule, risk allocation, and procurement plan before construction authorization.
3. Use transparent, auditable, open-book pricing for each proposed work package.
4. Identify and reduce operational, safety, constructability, schedule, and cost risks early.
5. Deliver durable improvements that are safe to operate and maintain.

D. Primary Project Components

COMPONENT	PRELIMINARY DESCRIPTION
New Chemical Feed Building	Chemical storage and feed systems, including on-site sodium hypochlorite generation, secondary containment, ventilation, truck unloading, chemical piping, process water, power, controls, instrumentation, safety systems, and related site work.

Existing Control Building Rehabilitation	Architectural, structural, heating and ventilation, electrical instrumentation and controls, code compliance, finishes, operator spaces, and temporary operations.
Site And Utility Integration	Grading, paving, drainage, yard piping, utility relocations, prefabricated chemical feed trenches, duct banks, tie-ins, temporary services, access, and coordination with existing facilities.
Startup And Integration	Controls integration, functional testing, commissioning, operator training, transition planning, and closeout.

E. Key Project Constraints

1. Continuous plant operation except for Owner-approved shutdowns and tie-ins.
2. Continuity of chemical storage, transfer, and feed.
3. Protection and continued operation of existing controls and operator functions.
4. Coordination with existing utilities, buried piping, electrical duct banks, and plant access.
5. Long-lead equipment and early procurement.
6. Final scope, budget, schedule, funding conditions, and contract requirements remain subject to Owner approval.

1.04 SCOPE OF CMAR SERVICES

A. General

1. The CMAR shall provide qualified personnel, estimating, scheduling, constructability review, procurement planning, risk management, and coordination necessary to support the Owner and W&S. The selected CMAR will provide Preconstruction Services as defined in Section 00 52 43 Owner-CMAR Agreement. During Phase I Preconstruction Services, the selected CMAR will work collaboratively with the Owner and Engineer to provide input on the Project design, develop estimates of construction costs, develop a Project schedule, perform constructability and value engineering of the design, and perform other related services. The Engineer will develop the design to a point where the selected CMAR provides a Proposal for Phase II Construction Services.
2. During Phase II, the Engineer will complete the design, which may require multiple work packages as identified by the selected CMAR to meet the schedule objectives and to provide sequencing of construction to maintain operation of the existing water treatment plant. In addition to management of construction, the selected CMAR will be responsible for methods of construction, safety, and the scheduling and coordination of the work of all construction and miscellaneous contracts required for completion of the Project within its predetermined budget and schedule. The successful CMAR will be required to work harmoniously with the Owner and Engineer.

B. Project Management and Coordination

1. Attend kickoff, design review, estimate reconciliation, risk, procurement, and progress meetings.
2. Prepare a preconstruction management plan defining roles, deliverables, meeting cadence, review periods, and decision points.
3. Maintain action items, decision, risk, cost trend, procurement, and design review logs.
4. Coordinate CMAR activities with the design schedule and Owner decision deadlines.

C. Design Review and Constructability

1. Review available conceptual/design development documents and subsequent design milestones identified by the Owner.
2. Provide written discipline-based comments addressing conflicts, access, sequence, temporary work, safety, operability, maintainability, and cost or schedule effects.
3. Review chemical layout, containment, truck access, ventilation, egress, equipment access, piping routes, electrical rooms, controls interfaces, and building rehabilitation sequencing.
4. Track each comment through disposition and closure.

D. Cost Estimating and Cost Control

1. Prepare milestone estimates in an open-book format organized by work breakdown structure or Construction Specifications Institute division, as directed.
2. Show quantities, unit prices, labor, materials, equipment, subcontractor and supplier quotations, general conditions, bonds, insurance, fees, allowances, contingencies, escalation, and assumptions.
3. Reconcile each estimate to the prior estimate and explain material changes.
4. Prepare cost-reduction and value-management options with cost, schedule, operational, maintenance, and risk effects.

E. Scheduling and Phasing

1. Prepare and maintain a logic-based critical path schedule covering design, reviews, permitting, procurement, early work, construction, startup, training, and closeout.
2. Identify critical path activities, float, long-lead items, Owner decisions, shutdowns, work restrictions, and required-by dates.
3. Develop construction sequence and phasing narratives consistent with plant operations.
4. Update the schedule with milestone estimates and each proposed guaranteed maximum price package.

F. Maintenance of Plant Operations

1. Develop a Maintenance of Plant Operations framework for the Chemical Feed Building and Control Building work.

2. Identify temporary chemical feed, temporary storage, temporary power, temporary controls, temporary ventilation, bypasses, temporary workspaces, access routes, and emergency contingencies.
3. Prepare a shutdown and tie-in matrix stating affected systems, duration, advance notice, support staffing, temporary provisions, testing, and restoration criteria.
4. Coordinate all proposed shutdowns and operational changes with Owner operations staff and W&S.

G. Procurement Planning

1. Prepare a bid package and procurement strategy identifying long-lead equipment, early procurement options, self-performed work, subcontracted work, and Owner-furnished equipment alternatives.
2. Conduct market outreach and obtain competitive coverage appropriate to each work package.
3. Maintain a procurement log showing package development, solicitation, bid, award, submittal, fabrication, delivery, and installation dates.
4. Provide bid tabulations, scope leveling, quotations, exclusions, and recommendations.

H. Guaranteed Maximum Price Development

1. Prepare one or more guaranteed maximum price proposals when requested by the Owner.
2. Include scope narrative, basis documents, estimate, bid tabs and quotations, general conditions, fee, allowances, contingencies, risk register, assumptions, clarifications, exclusions, schedule, subcontractor/vendor list, and self-perform summary.
3. Reconcile scope, cost, schedule, risks, contingencies, and exclusions with the Owner and W&S before approval.
4. Identify unresolved items and do not conceal incomplete scope within broad assumptions.

I. Phase II Construction Services, If Authorized

1. Procure and manage subcontractors and suppliers.
2. Provide project controls, scheduling, cost reporting, safety, quality control, submittals, requests for information, payment applications, change management, and record documentation.
3. Coordinate testing, startup, commissioning, training, turnover, closeout, and warranty obligations.
4. Maintain plant operations in accordance with approved plans and written Owner authorizations.

1.05 PROJECT DELIVERY AND CONTRACTING METHOD

A. Selection and Contract Structure

1. The Owner intends to select a CMAR based on qualifications, project approach, personnel, relevant experience, and the fee proposal methodology established in this RFP.

B. Open-Book Cost Model

1. The CMAR shall maintain transparent cost records supporting estimates, bid tabs, quotations, labor and equipment assumptions, general conditions, allowances, contingencies, and fee.

C. Self-Performed Work

1. Anticipated self-performed work shall be identified and supported by cost backup and procurement documentation as required by the final contract and applicable procurement rules.

D. Early Work Packages

1. The Owner has not determined whether an Early Work Package will be utilized for the Project. During Phase I Preconstruction Services, the CMAR shall evaluate opportunities for early procurement, long-lead equipment acquisition, and phased construction implementation and provide recommendations to the Owner regarding potential Early Work Package(s).

E. No Guarantee of Construction Authorization

1. Selection for preconstruction does not guarantee authorization of Phase II construction services.

1.06 PROCUREMENT SCHEDULE AND COMMUNICATIONS

A. Procurement Summary

PROCUREMENT ITEM	REQUIREMENT
Obtaining Documents	Copies of the RFP documents may be obtained from the Engineer for the project, Wiedeman and Singleton, Inc., Attn: Ahmed An-Naim at aaa@wiedeman.com .
Mandatory Pre-Proposal Conference	10:30 A.M. , local prevailing time, on Friday, October 2, 2026, at the Cartersville Water Treatment Plant, 237 Allatoona Dam Road, Cartersville, GA 30120.
Written Questions	Submit questions in writing to Ahmed An-Naim at aaa@wiedeman.com no later than 5:00 P.M., local prevailing time, on Tuesday, October 13, 2026.
Proposal Submission	Submit one unbound original, six bound copies, and one electronic PDF copy, excluding the Fee Proposal, by 2:00 P.M., local prevailing time, on Tuesday, October 20, 2026, to the City Manager's Office, 1 N. Erwin Street, Cartersville, GA 30120.
Separate Fee Proposal	Submit one original Fee Proposal in a separate sealed envelope marked with the project name and proposer's company name.

Bid Bond	Submit a Bid Bond in the amount of five percent (5%) of the proposed Preconstruction Services Fee using the form provided in Section 00 43 13 Bid Bond Form. The Bid Bond shall be submitted with the Proposal
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B. Schedule

1. The following Schedule of Events represents the Owner's best estimate of the schedule for selection of the CMAR related to the RFP. All times are local prevailing time in Cartersville, Georgia. The Owner reserves the right to adjust the schedule as the Owner deems necessary.

Event	Date / Time
RFP Issue	Thursday, September 17, 2026
Mandatory Pre-Proposal Conference	Friday, October 2, 2026, 10:30 A.M.
Questions Due	Tuesday, October 13, 2026, 5:00 P.M.
Last Planned Addendum	Thursday, October 15, 2026, 2:00 P.M.
Proposals Due	Tuesday, October 20, 2026, 2:00 P.M.
Interviews, if conducted	Monday, November 2, 2026, through Friday, November 6, 2026
Owner Recommends Firm to Council	Thursday, November 19, 2026

2. The Pre-Proposal Conference is mandatory. The meeting will be held in person at the Cartersville Water Treatment Plant located at 237 Allatoona Dam Road, Cartersville, GA 30120 at the date and time specified in the Schedule of Events. At this meeting, the Owner will offer information about the Project and the procurement process. A site tour will be conducted immediately after the meeting. Proposals will not be accepted from firms unless they are on record as having attended the Pre-Proposal Conference.

C. Communications

1. All communications regarding this RFP shall be directed only to the Engineer:
 - a. Ahmed An-Naim, P.E., Wiedeman and Singleton, Inc., at aaa@wiedeman.com.
2. Written questions regarding the RFP or the Project shall be submitted by email to the Engineer by the deadline shown in the Schedule of Events in the Procurement Schedule and Communications section. The Engineer will receive written questions and coordinate responses through written addenda issued by the Owner or authorized representative. From the issue date of this solicitation until a successful firm is selected and the selection is announced, respondents shall not communicate about this solicitation with any members of the City of Cartersville or the Cartersville Water Department except through the authorized contact procedures stated in this RFP.

D. Addenda

1. Only written addenda issued by the Owner or authorized representative modify this RFP. Proposers shall acknowledge all addenda.

E. Site Visit

1. Proposers shall observe apparent site conditions and operational constraints but shall not perform destructive investigations or enter restricted areas without authorization.

1.07 PROPOSAL SUBMISSION REQUIREMENTS

A. Submission Format

1. Proposals must be returned in a sealed package marked on the outside with "Proposal Response for Water Treatment Plant Chemical Feed and Control Building Upgrades" and "Company Name." Proposals will be received until **2:00 P.M., local prevailing time, on Tuesday, October 20, 2026**, at the City Manager's Office, 1 N. Erwin Street, Cartersville, Georgia 30120. Any proposal received after this date and time will not be accepted.
2. Technical Proposals will be publicly opened and only the names of submitting firms will be read at **2:15 P.M., local prevailing time, on Tuesday, October 20, 2026**, in the City Council Chambers, Cartersville City Hall, 10 N. Public Square, Cartersville, Georgia 30120. Proposals are legal and binding upon the Proposer when submitted.
3. The separately sealed Fee Proposals shall remain sealed and will not be opened or read at the initial public opening. Fee Proposals will be opened only after technical scoring and any interviews, if conducted, in accordance with the evaluation process stated in this RFP.

B. Copies and Fee Proposal Packaging

1. Each Proposer shall submit **one (1) unbound original, six (6) bound copies, and one (1) electronic copy in PDF format** of the technical Proposal. The technical Proposal shall not include the Fee Proposal.
2. Each Proposer shall submit **one (1) original Fee Proposal** using the Fee Proposal / Fee Schedule form provided in **Section 00 42 43 Fee Proposal Form** in a separate sealed envelope. The Fee Proposal envelope shall be marked with "Fee Proposal for Water Treatment Plant Chemical Feed and Control Building Upgrades" and "Company Name."
3. Bid Bond. Each Proposer shall submit a Bid Bond in the amount of five percent (5%) of the proposed Preconstruction Services Fee. The Bid Bond shall be executed by a surety authorized to do business in the State of Georgia and shall be submitted using the form provided in Section 00 43 13 Bid Bond Form. Failure to submit the required Bid Bond may result in the Proposal being deemed nonresponsive.
4. All expenses for preparing and submitting responses are the sole cost of the party submitting the response. The Owner is not obligated to any party to reimburse such expenses. All submittals upon receipt become the property of the Owner. Labeling information provided in submittals such as "proprietary", "confidential", or any other designation of restricted use will not protect the information from public view. Subject to the provisions of the Open Records Act, the details of the proposal documents will remain confidential until final award.

C. Proposal Preparation Instructions

1. Proposals must be prepared for printing on standard 8 ½-inch by 11-inch paper with typical margins. Responses shall use a minimum 11-point Arial or similar font.
2. The technical Proposal shall not exceed **50 single-sided pages**, excluding the Proposal cover page, back cover, section dividers, Required Forms, resumes, and Fee Proposal. All other pages count toward the page limit. Proposals shall be clear, complete, concise, and organized in the order stated below.

D. Required Proposal Organization

1. Transmittal Letter and Addenda Acknowledgment.
 - a. Include the Proposer's legal name, contact information, primary contact, authorized negotiator, authorized signer, acknowledgment of all addenda, and confirmation that the technical Proposal does not include fee information.
2. Firm Information and Minimum Qualifications.
 - a. Include company information, ownership structure, years in business, office managing the Project, firm history, staffing, self-perform capability, annual revenue for the past five years, financial and banking references, litigation and contract-performance history, federal employer identification number, completed IRS Form W-9, and information for any teaming arrangement. Minimum qualification evidence shall include bonding capacity for the anticipated construction value, evidence of insurance meeting Section 00 73 16 Insurance Requirements, Georgia General Contractor License, Georgia Utility Contractor License, Georgia Certificate of Existence or Certificate of Authority, current-ratio statement, and Workers' Compensation Experience Modification Rating evidence.
3. Project Team, Key Personnel, and Availability.
 - a. Include the project organization chart, Key Personnel for Preconstruction and Construction Services, completed Key Personnel Form provided in Section 00 45 43 Key Personnel Form, a table summarizing each Key Personnel member's role, responsibilities, experience, availability, current commitments, and future commitments, and resumes for all Key Personnel in an appendix, limited to two pages per person.
4. Relevant Project Experience and References.
 - a. Include no fewer than five and no more than ten relevant projects, listed in order of relevance. Projects should demonstrate alternative project delivery experience, preferably CMAR, and large water/wastewater treatment plant expansion or modification experience, preferably water treatment. For each project, provide project name, location, dates of service, brief description, services performed, proposed Key Personnel who worked on the project, schedule and budget information, Owner and Engineer contact information, and Owner satisfaction information or reference letters, if available.
5. Project Understanding and Technical Approach.
 - a. Provide a concise narrative addressing understanding of the Project scope, constraints, operating plant requirements, project management approach, collaboration and

communication with the Owner and Engineer, design and construction interface, maintenance of plant operations, critical risks and mitigation measures, issue-resolution process, startup, testing, training, and transition to operation.

6. Preconstruction, Cost, Schedule, Procurement, and GMP Approach.
 - a. Describe the preconstruction services approach, open-book cost estimating process, cost model development and reconciliation, schedule development and updates, procurement approach, subcontractor bidding strategy, self-performed work, Guaranteed Maximum Price development approach, contingencies, assumptions, exclusions, and allowances.
7. Safety, Quality, and Tools.
 - a. Describe the safety management approach, quality management approach, and software, technology, and management tools proposed for the Project, including how the tools will support cost, schedule, quality, document control, and communication.
8. Proposed Enhancements and Agreement Comments.
 - a. Identify any proposed enhancements to the Scope of Services and the value they provide. Identify any proposed changes to the draft Agreement and how those changes would improve execution of the Work. If no Agreement changes are proposed, provide a statement to that effect.
9. Required Forms and Certifications.
 - a. Key Personnel Form,
 - b. Corporate Certificate,
 - c. Contractor License Certifications,
 - d. E-Verify Form,
 - e. Security and Immigration Compliance Act Certification,
 - f. Subcontractor Affidavit for all firms that are part of the proposed Phase I team, and
 - g. Non-Collusion Affidavit.
 - h. Bid Bond (Section 00 43 13).
10. Separate Fee Proposal.
 - a. Submit the Fee Proposal in a separate sealed envelope as required in Section 1.09 using Section 00 42 43 Fee Proposal Form.

E. Forms Submitted After Selection

- a. The following forms shall be submitted, as applicable, by the selected CMAR with the Agreement and future amendment proposals for Phase I Early Work Package(s) and Phase II Construction Services:
 - 1) Sub-subcontractor Affidavit

- 2) Preconstruction Oath
- 3) Performance Bond
- 4) Payment Bond
- 5) Certification of Contractor's Attorney

F. Informational Project Forms

1. The following forms are included in the Procurement Documents as separate CSI sections and will be used during execution of the Project:
 - a. Notice to Proceed for Phase I, Early Work Package(s), and Phase II Services
 - b. Certificate of Substantial Completion
 - c. Affidavit of Completion

G. Minimum Qualifications and Responsiveness Review

1. To be deemed eligible for evaluation, firms must satisfy the minimum qualifications and submit the required evidence identified under Firm Information and Minimum Qualifications in this Section. The Owner may review each Proposal for timely submission, completeness, required forms, licensing, insurance, bonding capacity, financial capacity, safety performance, workload, and compliance with this RFP before scoring.

1.08 EVALUATION AND SELECTION

A. Responsiveness Review

1. During the first phase of evaluation, the Evaluation Team will review all proposal materials except the separately sealed **Fee Proposal**. Proposals will first be scored based on the technical criteria. The Evaluation Team may shortlist the highest-scoring firms for interviews before opening the Fee Proposals. Fee Proposals will remain sealed and will be opened only after technical scoring and any interviews, if conducted, in accordance with the evaluation process stated in this RFP.
2. The Owner may review proposals for timely submission, completeness, required forms, licensing, insurance, bonding capacity, financial capacity, safety performance, workload, required minimum qualification evidence, and compliance with this RFP before scoring.

B. Weighted Evaluation Criteria

Criterion	Points	Evaluation Considerations
Relevant water/wastewater and CMAR experience	20	Comparable operating-plant, chemical feed, rehabilitation, preconstruction, and guaranteed maximum price experience.
Key personnel, availability, and continuity	20	Qualifications, role clarity, availability, and relevant experience.

Project understanding and technical approach	20	Understanding of project components, risks, operations, utilities, interfaces, proposed enhancements, and comments on the draft Agreement.
Preconstruction, estimating, procurement, and GMP approach	20	Constructability, cost models, schedule, market outreach, bid strategy, risk and contingency controls.
Maintenance of plant operations, safety, quality, startup, commissioning, and management tools	5	Operational continuity, shutdown controls, safety, quality, testing, training, and turnover.
Financial capacity, bonding, and local resources	5	Capacity, workload, and market resources.
Phase I and Phase II pricing proposal	10	Clarity, completeness, assumptions, proposed Phase I fee, and Phase II pricing information, including fee percentages, markups, rates, and alignment with the required services.
TOTAL	100	

1. Consideration will be given in the evaluation to the firm's suitability to provide services for the Project, including the firm's apparent fit to the project type and/or needs of the Owner, any unique qualifications for the Project, current and projected workloads, the proximity of office to the Project location, and special services for project-related concerns.

C. Interviews

1. The Owner may shortlist one or more of the highest-ranked firms for interviews following completion of the proposal evaluation process. Interviews may be used to clarify proposal information, evaluate project understanding, assess team organization and communication, review proposed project approaches, and discuss key project risks and challenges. Interview results may be considered by the Owner as part of the overall evaluation and selection process.
2. At a minimum, the proposed Project Executive, Project Manager, Preconstruction Manager, and Lead Estimator shall attend the interview unless otherwise approved by the Owner.
3. Additional interview requirements, interview format, interview duration, and any interview scoring methodology will be provided to shortlisted firms before the interviews are conducted.

4. The Owner reserves the right to consider interview results in determining the final ranking of firms.

D. Final Ranking and Negotiation

1. The Owner may negotiate with the highest-ranked responsive and responsible proposer. If negotiations are unsuccessful, the Owner may end negotiations and proceed to the next ranked proposer.

E. Award

1. No contractual right exists until the Owner executes a written agreement.

1.09 FEE PROPOSAL

A. Submission

1. Each Proposer shall submit one original **Fee Proposal** in a separate sealed envelope using the Fee Proposal. Do not include the Fee Proposal in the technical Proposal. The Fee Proposal envelope shall be marked with "Fee Proposal for Water Treatment Plant Chemical Feed and Control Building Upgrades" and "Company Name."
2. Fee Proposals shall remain sealed and will not be opened or read at the initial public opening. Fee Proposals will be opened only after technical scoring and any interviews, if conducted, in accordance with the evaluation process stated in this RFP.

B. Phase I Fee

1. The Proposer shall state a lump sum fee for Phase I Preconstruction Services and provide a staffing and hours breakdown by labor category. The Phase I Fee shall be based on the Preconstruction Services described in this Section and the draft Agreement included in Section 00 52 43 Owner-CMAR Agreement.

C. Phase II Fee Information

1. The Proposer shall provide the requested Phase II fee information required by the Fee Proposal / Fee Schedule form, including CMAR fee percentages, general conditions methodology, insurance and bond markups, hourly rates, and other pricing information requested by the Owner.
2. Phase II fee information is requested for evaluation and negotiation purposes only. Selection for Phase I Preconstruction Services does not authorize Phase II Construction Services, any Early Work Package, or any Guaranteed Maximum Price amendment unless separately approved in writing by the Owner.

D. Assumptions and Exclusions

1. All assumptions, exclusions, clarifications, and conditions included with the Fee Proposal shall be stated clearly and specifically. Unstated exclusions will not be assumed. Broad, general, or conflicting exclusions may be disregarded unless expressly accepted by the Owner in writing.

1.10 CONTRACT TERMS AND OWNER RIGHTS

A. Owner Rights

1. Reject any or all proposals.
2. Waive informalities where permitted.
3. Cancel, modify, postpone, or reissue the RFP.
4. Issue addenda to clarify, modify, or supplement this RFP.
5. Request clarifications and conduct reference checks.
6. Shortlist and interview proposers.
7. Open separately sealed Fee Proposals only after technical scoring and any interviews, if conducted, in accordance with the evaluation process stated in this RFP.
8. Negotiate scope, staffing, schedule, fee, and contract terms.
9. Decline to authorize Phase II construction services.
10. Award in the Owner's best interest, subject to applicable law and final approvals.

B. Public Records

1. Proposals and related submittals may be subject to the Georgia Open Records Act and other applicable public records laws. Labeling information as "proprietary," "confidential," or otherwise restricted will not, by itself, prevent disclosure. Any confidentiality claim shall be clearly identified by the Proposer and will be evaluated by the Owner in accordance with applicable law.

1.11 ORDER OF PRECEDENCE

A. In the event of conflict, inconsistency, or ambiguity among the Contract Documents, the documents shall govern in the following order of precedence, unless otherwise required by applicable law or expressly stated in a written addendum or executed agreement:

1. Written addenda issued by the Owner or authorized representative;
2. Executed Agreement Between Owner and Construction Manager at Risk, including executed amendments;
3. Guaranteed Maximum Price amendment or authorized early work amendment, if applicable;
4. Insurance, bond, affidavit, and statutory compliance requirements required by the Owner;
5. This RFP and attached CSI Specs Sections;
6. The selected CMAR's Proposal, excluding exceptions or qualifications not expressly accepted by the Owner in writing;
7. Other documents incorporated by reference into the Agreement.

B. The selected CMAR's Proposal shall not modify, limit, or supersede the RFP, the Agreement, or any statutory requirement unless the Owner expressly accepts the modification in writing.

END OF SECTION

SECTION 00 31 13

PRELIMINARY SCHEDULES

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes: Initial planning dates.
- B. Related Documents: Drawings, Owner-CMAR Agreement, General Conditions, Supplementary Conditions, and other Division 01 Sections apply to this Section.

1.02 REFERENCES AND DEFINITIONS

- A. Contract terms have meanings assigned in the Owner-CMAR Agreement, General Conditions, and related Sections.
- B. Where requirements conflict, follow the order of precedence in Section 00 52 43 and Section 00 73 00.

1.03 INITIAL MILESTONES

- A. The preliminary schedule establishes planning dates for Phase I, early work, and Phase II and does not establish Contract Time for construction.

MILESTONE	DATE
Owner-CMAR Agreement Execution	December 10, 2026
Kickoff Meeting	December 14, 2026
Phase I Notice to Proceed	December 15, 2026
60 Percent Issued for CMAR Review	December 17, 2026
60 Percent Review	January 14, 2027
Early Work Package Amendment Execution	February 4, 2027
Early Work Package Notice to Proceed	February 8, 2027
90 Percent Issued for CMAR Review	April 8, 2027
90 Percent Review	April 22, 2027
100 Percent Construction Documents Issued for CMAR Review	June 17, 2027
Phase II Construction Price Amendment Proposal	July 15, 2027
Phase II Construction Price Amendment Execution	August 5, 2027
Phase II Notice to Proceed	August 9, 2027
Substantial Completion	June 1, 2029
Final Completion	August 1, 2029

- B. The Project design is approximately fifty percent (50%) complete at the time of CMAR procurement. The sixty percent (60%) design package is expected to be issued shortly after Phase I Notice to Proceed. The purpose of the sixty percent (60%) review is to initiate CMAR review, constructability evaluation, procurement planning, cost modeling, risk evaluation, and schedule development activities rather than to establish the CMAR's initial involvement in the Project.
- C. The planning period from the Phase II Notice to Proceed through Substantial Completion is approximately 22 months.

- D. The accepted detailed Phase I schedule supersedes the Phase I planning dates in this preliminary schedule for coordination. The executed Early Work Package Amendment controls the applicable early-work construction milestones. The executed Phase II Construction Price Amendment controls the applicable Phase II construction milestones and Contract Time.

1.04 UPDATES

- A. The CMAR shall identify proposed date changes, causes, effects, mitigation, and decisions needed. Acceptance of a schedule update does not authorize additional price or time.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.01 ADMINISTRATION

- A. Administer this Section in coordination with the Agreement, General Conditions, Supplementary Conditions, and related Division 01 Sections.
- B. Maintain complete, current, traceable records and submit documentation in the format and at the time required.
- C. Correct noncompliance promptly. Review, payment, observation, or failure to comment does not waive Contract requirements.

END OF SECTION

SECTION 00 42 43

FEE PROPOSAL FORM

In compliance with the RFP, the undersigned Proposer, having carefully examined the Project site; the RFP, referenced CSI sections, appendices, and Addenda; the draft Agreement between the Owner and CMAR; and the other documents included in or referenced by the RFP, proposes and agrees, if its Proposal is accepted, to enter into the Agreement, perform the services described therein, and accept the compensation and other terms set forth below.

Project: WATER TREATMENT PLANT CHEMICAL FEED AND CONTROL BUILDING UPGRADES

1.01 CMAR PHASE I PRECONSTRUCTION SERVICES PROPOSED FEE

- A. The CMAR's proposed Phase I Fee, which shall be a lump-sum, fixed price inclusive of all costs, overhead, and profit, is:

[_____] DOLLARS (\$ _____)

- B. The penal sum of the Bid Bond required by Section 00 43 13 shall equal five percent (5%) of the Phase I Preconstruction Services Fee entered above.
- C. The Proposer shall provide the labor classifications and corresponding hourly billing rates used to develop the proposed Phase I Fee. For each classification, the Proposer shall identify the proposed minimum years of relevant experience, required certifications, and other qualifications that will guide future staff assignments for Phase I and Phase II Services. The Proposer shall also provide the total Phase I labor hours allocated to each proposed classification and billing rate, including the classifications applicable to Key Personnel.
- D. Hourly billing rates shall remain valid during the first year of the Contract. At the CMAR's request, the Owner may consider rate adjustments for subsequent years. Any authorized adjustment shall be based on the Producer Price Index identified in the RFP or Agreement.
- E. The staffing and billing-rate information will be considered in the evaluation of Proposals. However, the selected CMAR's Phase I Preconstruction Services will be compensated on a lump-sum basis according to percentage of completion.

1.02 CMAR PHASE II CONSTRUCTION SERVICES PROPOSED FEE MARKUPS

- A. The CMAR's proposed fee for all Phase II Services associated with self-performed Work, expressed as a percentage of the applicable Cost of the Work, is _____ percent (____%).
- B. The CMAR's proposed fee for all Phase II Services associated with subcontracted Work, expressed as a percentage of the applicable Cost of the Work, is _____ percent (____%).
- C. The CMAR's proposed Construction General Conditions percentage, expressed as a percentage of the Cost of the Work excluding Construction General Conditions Costs, is _____ percent (____%).

D. See Section 00 52 43, Owner-CMAR Agreement, and Section 00 52 46, Phase II Construction Price Amendment, for the definitions of Cost of the Work, CMAR Fee, and Construction General Conditions Costs. _____ (Proposer's initials)

E. The proposed percentage will be considered in the evaluation of Proposals. The allowable components, pricing method, and maximum amount of Construction General Conditions Costs shall be established in the applicable executed Early Work Package Amendment or Phase II Construction Price Amendment.

This Proposal is submitted to the City of Cartersville on _____, 2026.

Legal Business Name: _____

Federal Tax ID: _____

Authorized Representative Signature: _____

Name: _____

(Please Print)

Title _____

(Please Print)

CORPORATE SEAL

Attest: _____

(Signature)

Name: _____

(Please Print)

Title: _____

(Please Print)

Date: _____

Communications concerning this Proposal shall be addressed to:

Name: _____

(Please Print)

Title: _____

(Please Print)

Address: _____

Telephone: _____

E-Mail: _____

END OF SECTION

SECTION 00 43 13

BID BOND FORM

STATE OF GEORGIA
COUNTY OF BARTOW

BOND NO. _____

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____
_____, as Principal, and _____ as surety, are
held and firmly bound unto the City of Cartersville, Georgia in the penal sum of
_____ Dollars (\$ _____), which amount equals five percent
(5%) of the Principal's proposed Phase I Preconstruction Services Fee, lawful money of the United States
of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs,
personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted to the Owner a Proposal for Construction Manager at Risk services
for the WATER TREATMENT PLANT CHEMICAL FEED AND CONTROL BUILDING UPGRADES.

NOW, THEREFORE, the condition of this obligation is such that, if the Proposal is accepted and the Owner
issues a Notice of Award or other written notice of selection, the Principal shall, within the time required by
the RFP Documents, execute the Owner-CMAR Agreement, provide the required certificates and evidence of
insurance, and furnish any other documents required as a condition of award. If the Principal satisfies these
requirements, this obligation shall be null and void. Otherwise, this obligation shall remain in full force and
effect, and the Surety shall pay the Owner the penal sum of this Bond upon the Principal's default, subject to
the terms of this Bond.

This bond is given pursuant to and in accordance with the provisions of O.C.G.A. Section 36-10-1 et seq. and
all the provisions of the law referring to this character of bond as set forth in said Sections or as may be
hereinafter enacted and these are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOF, the said Principal has hereunder affixed its signature and seal, and said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this _____ day of _____.

CMAR – PRINCIPAL:

BY: _____
NAME: _____
(Please Print)
TITLE _____
(Please Print)

ATTEST: _____
NAME: _____
(Please Print)
TITLE _____
(Please Print)

Note: Attestation for a corporation must be by the corporate secretary; for a partnership by another partner; for an individual by a notary.

(SEAL)

SURETY:
BY: _____
NAME: _____
(Please Print)
TITLE _____
(Please Print)

ATTEST: _____
NAME: _____
(Please Print)
TITLE _____
(Please Print)

Note: Surety companies executing Bond must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located

(SEAL)

The attorney-in-fact executing this Bond on behalf of the Surety shall attach a current certified power of attorney demonstrating authority to bind the Surety.

Resident agent in state in which Work is to be performed:

Name: _____
(Please Print)
Address: _____
Phone: _____

END OF SECTION

SECTION 00 45 00

REPRESENTATIONS AND CERTIFICATIONS

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes: Required forms and certifications.
- B. Related Documents: Drawings, Owner-CMAR Agreement, General Conditions, Supplementary Conditions, and other Division 01 Sections apply to this Section.

1.02 REFERENCES AND DEFINITIONS

- A. Contract terms have meanings assigned in the Owner-CMAR Agreement, General Conditions, and related Sections.
- B. Where requirements conflict, follow the order of precedence in Section 00 52 43 and Section 00 73 00.

1.03 REQUIRED FORMS

- A. Submit CMAR information and authorized signatory certification, Georgia contractor license and registration, immigration and federal work authorization affidavit, non-collusion affidavit, conflict-of-interest and ethics disclosure, debarment certification, lobbying disclosure when applicable, tax identification, insurance evidence, bond documents, subcontractor disclosure, payment affidavits, releases, final payment affidavit, surety consent, sales-tax certification, domestic-preference certifications when applicable, wage and payroll certifications when applicable, public-records acknowledgment, cybersecurity acknowledgment, and closeout certification.
- B. Use current Owner-approved or agency-required statutory and funding forms. A summary in this Section does not replace mandatory form language.

1.04 GENERAL CERTIFICATION REQUIREMENTS

- A. Each form shall be complete, accurate, dated, signed by an authorized person, notarized when required, supported by attachments, and updated when information changes.
- B. The CMAR shall collect and review required lower-tier forms and remains responsible for timely delivery and record retention.
- C. Materially false, incomplete, or misleading certification constitutes a material breach.

1.05 OWNER-DRAFTED CERTIFICATIONS

- A. Non-Collusion: Certify after reasonable inquiry that pricing was prepared independently and not through collusion, rotation, allocation, or suppression of competition.
- B. Conflict Disclosure: Disclose actual or apparent conflicts, financial interests, relationships, gifts, contingent fees, or circumstances affecting impartiality. State None if none.
- C. Payment Affidavit: Certify billed Work is eligible, prior payments were applied, and known claims, liens, credits, refunds, and backcharges are disclosed.
- D. Final Affidavit: Certify completion, payment of lower tiers and taxes, delivery of closeout items, and disclosure of exceptions.

- E. Public Records and Cybersecurity: Acknowledge records obligations and protect credentials and sensitive facility information from unauthorized access or disclosure.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.01 ADMINISTRATION

- A. Administer this Section in coordination with the Agreement, General Conditions, Supplementary Conditions, and related Division 01 Sections.
- B. Maintain complete, current, traceable records and submit documentation in the format and at the time required.
- C. Correct noncompliance promptly. Review, payment, observation, or failure to comment does not waive Contract requirements.

END OF SECTION

SECTION 00 45 13

PROPOSER QUALIFICATIONS STATEMENT

PART 1 PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes requirements for proposer qualifications statement for the CMAR procurement or Contract.
- B. Related Documents: Request for Proposals, Owner-CMAR Agreement, General Conditions, Supplementary Conditions, Drawings, and related Division 01 Sections apply.

1.02 REQUIRED FORMS

- A. With Proposal submit Corporate Certificate; contractor-license certifications and support; E-Verify Form; Security and Immigration Compliance Act certification; affidavits for firms on the proposed Phase I team; Non-Collusion Affidavit; Key Personnel Form and the Bid Bond required by Section 00 43 13.
- B. After selection and when required for authorized Early Work Packages or Phase II Construction Services, submit Performance Bond, Payment Bond, Certification of Contractor's Attorney, and other required bonding documents.
- C. Use current Owner-approved statutory language and required notarization. A summary does not replace a mandatory form.

1.03 CERTIFICATION

- A. Authorized signer certifies the information is complete, accurate, independently prepared, and updated when circumstances change.
- B. Disclose conflicts, gifts, contingent fees, debarment, ineligibility, lobbying, wage, domestic-preference, and participation information when applicable.
- C. Misrepresentation or material omission may result in rejection, termination, withholding, or other lawful remedy.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.01 3.01 ADMINISTRATION

- A. Administer this Section in coordination with the RFP, Owner-CMAR Agreement, General Conditions, Supplementary Conditions, and related Division 01 Sections.
- B. Maintain complete, current, traceable records and submit required documents in the stated form and time.

- C. Correct noncompliance promptly. Review, observation, payment, use, or failure to comment does not waive requirements.

END OF SECTION

NON-COLLUSION AFFIDAVIT

STATE OF GEORGIA

COUNTY OF BARTOW

_____, being first duly sworn, deposes and says that:

He or she is _____ of
(Owner, Partner, Officer, Representative or Agent)

_____, the Bidder that has submitted the attached Bid;

He or she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Cartersville or any person interested in the proposed Contract; and

The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

(Signed) _____

(Title) _____

Subscribed and Sworn before me this _____ day of _____, 20____.

(Notary Public)

(signature)

My Commission Expires: _____

(SEAL)

CONTRACTOR'S LICENSE CERTIFICATION

Bidder/Contractor's Name: _____

Georgia General Contractor's License Number:

Expiration Date of License: _____

Georgia Utility Contractor's License Number:

Expiration Date of License: _____

Attach copies of all current licenses.

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

BIDDER/CONTRACTOR: _____

By: _____
(name signed)

(name printed or typed)

Title: _____

Date: _____

DRUG-FREE WORKPLACE CERTIFICATION

By signature on this certificate, the Contractor certifies that the provisions of O.C.G.A. Section 50-24-1 through 50-24-6 related to the "Drug-Free Workplace Act" have been complied with in full. The Contractor further certifies that:

1. A drug-free workplace will be provided for the Contractor's employees during the performance of the Contract; and
2. Each Contractor who hires a subcontractor to work in a drug-free workplace shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with (Contractor's name), (Subcontractor's name) certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to O.C.G.A. Section 50-24-3(b)(7)".

By signature on this certificate, the Contractor further certifies that it will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

CONTRACTOR: _____

By: _____
(name printed or typed)

(signature)

Title: _____

Date: _____

**AFFIDAVIT VERIFYING STATUS FOR
CITY OF CARTERSVILLE BENEFIT APPLICATION**

By executing this affidavit under oath, as an applicant for a City of Cartersville, Georgia Occupation Tax Certificate, Alcohol License or other public benefits as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Cartersville, Georgia Occupational Tax Certificate, Alcohol License or other public benefit (circle one) for

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

[Name of business, corporation, partnership]

- 1) _____ I am a United States citizen
- 2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant:

Date

Printed Name:

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

____ DAY OF _____, 20__

*

Alien Registration number for non-citizens

Notary Public

My Commission Expires:

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

END OF SECTION

SECURITY AND IMMIGRATION COMPLIANCE ACT CERTIFICATION

Pursuant to the Georgia Security and Immigration Compliance Act of 2006, Contractor understands and agrees that compliance with the requirements of OCGA 13-10-91 and Georgia Department of Labor Rule 300-10-1 et. seq. are conditions of Agreement.

By initialing in the appropriate line below, Contractor certifies that the following employee number category as identified in OCGA 13-10-91 is applicable to Contractor:

1. _____ 500 or more employees;
2. _____ 100 or more employees;
3. _____ Fewer than 100 employees.

Contractor understands and agrees that, in the event Contractor employs or contracts with Subcontractor in connection with this Agreement, Contractor shall:

1. Secure from each Subcontractor an indication of the employee-number category as identified in OCGA 13-10-91; and
2. Secure from each Subcontractor not licensed as an Utility Contractor in the State of Georgia an attestation of Subcontractor's compliance with OCGA 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 by causing each Subcontractor to execute the attached Subcontractor Affidavit required by Georgia Department of Labor Rule 300-10-1-.08, or a substantially similar subcontractor affidavit. Contractor further understands and agrees that Contractor shall require the executed Subcontractor Affidavit, if applicable, to become a part of the agreement between Contractor and each Subcontractor. Contractor agrees to maintain records of each Subcontractor attestation required hereunder for inspection by Own

BY: Authorized Officer or Agent

Date

Title of Authorized Officer or Agent if Contractor

Printed Name of Authorized Officer or Agent

Subscribed and Sworn Before Me on this ____ day of _____, 20 ____

Notary Public

My Commission Expires: _____

**E-VERIFY FORM
CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Cartersville has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Cartersville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Cartersville at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Date

Contractor/Entity Name

Title of Authorized Officer or Agent of Contractor

Contractor Address

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 20____

Notary Public

My Commission Expires:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of City of Cartersville has registered with and is participating in federal work authorization program being* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned subcontractor is using and will continues to use the federal work authorization program throughout the contract period.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

____ DAY OF _____, 20____

Notary Public

My Commission Expires:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary of the Corporation named as Bidder in the foregoing Bid; that _____, who signed said Bid on behalf of the Contractor was then _____ of said Corporation; that said Bid was duly signed for and on behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of _____.

This _____ day of _____, 20____.

Corporate Secretary:

(name signed)

(name printed or typed)

(SEAL)

PRE-CONSTRUCTION OATH

PROJECT NAME: WATER TREATMENT PLANT CHEMICAL FEED AND CONTROL BUILDING UPGRADES

CITY PROJECT NUMBER: _____

DATE: _____

STATE OF GEORGIA

COUNTY OF BARTOW

In accordance with O.C.G.A. 36-91-21(e), each of the undersigned persons affiliated with

_____.

being first duly sworn, deposes and says that:

I have not directly violated O.C.G.A. 36-91-21 (d), and more specifically, I have not

- prevented or attempted to prevent competition in such bidding or proposals by any means whatever,
- prevented or endeavored to prevent anyone from making a bid or proposal thereof by any means whatever, nor
- caused or induced another to withdraw a bid or proposal for the work.

Each undersigned, to the best of his/her knowledge, affirms that no other officers, agents or other persons acted for or represented the Contractor in the bidding for and procurement of this Contract.

Signature	Printed Name	Title	Date

Subscribed and Sworn to before me this _____ day of _____, 20____.

(Notary Public) My Commission Expires: _____

(SEAL)

KEY PERSONNEL

Key Personnel Name	Role	Years Experience	Georgia License or Certification	% Time During Precon Services	% Time During Construction Services
	Project Executive				
	Project Manager				
	Preconstruction Manager				
	Construction Manager				
	QA/QC Manager				
	Health and Safety Manager				
	General Superintendent				
	Procurement Manager				
	Commissioning Manager				
	Lead Estimator				
	Other _____				
	Other _____				
	Other _____				
	Other _____				
	Other _____				
	Other _____				

Key Personnel identified in this Form are a material consideration in the evaluation and selection of the CMAR. Replacement of Key Personnel after Proposal submission shall require Owner approval.

Attach resumes for all individuals identified as Key Personnel. Resumes shall identify relevant project experience, years of experience, professional registrations, certifications, and current employer

SECTION 00 52 43

OWNER-CMAR AGREEMENT

PART 1 GENERAL

1.01 AGREEMENT AND PARTIES

A. This Agreement is made as of [DATE] by and between the City of Cartersville, Georgia, 1 North Erwin Street, Cartersville, Georgia 30120, as Owner, and [LEGAL NAME, ADDRESS], as Construction Manager at Risk, hereinafter CMAR. Owner and CMAR agree that the Contract Documents form the entire and integrated agreement for the services and Work described herein.

1. Project: WATER TREATMENT PLANT CHEMICAL FEED AND CONTROL BUILDING UPGRADES
2. Project location: Cartersville Water Treatment Plant, 237 Allatoona Dam Road, Cartersville, Georgia 30120.
3. Engineer: Wiedeman and Singleton, Inc.
4. Owner Representative: Sidney Forsyth, P.E., Director, City of Cartersville Water Department.
5. CMAR Representative: [NAME AND TITLE].

1.02 CONTRACT DOCUMENTS

- A. The Contract Documents consist of this Agreement; Section 00 72 43 - General Conditions; Section 00 73 00 - Supplementary Conditions; Section 00 73 16 - Insurance Requirements; Division 01; Drawings and Specifications issued for an authorized package; addenda; the CMAR Proposal only to the extent expressly accepted in writing; Section 00 55 00 Notice to Proceed Forms; Section 00 61 13.13 Performance Bond; Section 00 61 13.16 Payment Bond; written Early Work Package Amendments; written Phase II Construction Price Amendments; and Modifications issued after execution.
- B. Procurement instructions and unaccepted qualifications are not Contract Documents. No qualification, assumption, clarification, or exclusion proposed by CMAR changes the Contract Documents unless specifically identified and accepted in an executed Amendment.

1.03 DEFINITIONS

- A. Allowance: an estimated amount included for a category of Work that cannot be finally established when a Construction Price is agreed. Use is subject to Owner direction; amounts exceeding an Allowance require an authorized Change Order.
- B. Approved Budget: the Owner-approved construction budget stated in the applicable written authorization or Amendment.

- C. Construction General Conditions Costs: project-specific, reimbursable field and project administration costs expressly identified in the executed Phase II Construction Price Amendment and not included in CMAR home-office overhead or Fee.
- D. Construction Phase Services: authorized construction services for an Early Work Package or Phase II package.
- E. Construction Price: the Lump Sum or Guaranteed Maximum Price established by an executed Amendment for an identified package of Work.
- F. Cost of the Work: only those actual, reasonable, necessary, properly documented costs expressly allowed by the executed Phase II Construction Price Amendment and not excluded by the Contract Documents.
- G. Early Work Package: limited procurement or construction Work authorized by a separately executed amendment before authorization of the full Phase II Work.
- H. Guaranteed Maximum Price or GMP: the maximum Construction Price for the identified Work, subject only to adjustments authorized by the Contract Documents.
- I. Phase I: Preconstruction Phase Services under Section 01 31 13 and other applicable Contract Documents, including Section 00 31 13.
- J. Phase II: Construction Phase Services authorized by an executed Phase II Construction Price Amendment and a Phase II Notice to Proceed.
- K. Maintenance of Plant Operations (MOP): Measures required to maintain continuous treatment plant operations during construction, startup, testing, tie-ins, and shutdown activities.
- L. Risk Register: a current record of identified risks, probability, potential cost and schedule consequences, ownership, mitigation, status, and residual exposure.
- M. Work: authorized Preconstruction Phase Services and Construction Phase Services, as applicable to context.

1.04 PHASED AUTHORIZATION

- A. Execution of this Agreement authorizes only Phase I Preconstruction Phase Services and does not authorize construction, procurement of construction materials, Early Work, or Phase II Work.
- B. Phase I shall commence only upon Owner issuance of a Phase I Notice to Proceed under Section 00 55 00.
- C. An Early Work Package shall proceed only after execution of a written Early Work Package Amendment identifying scope, basis documents, price, time, bonds, insurance, assumptions, exclusions, allowances, and contingency, followed by an applicable Notice to Proceed.
- D. Phase II Work shall proceed only after execution of a written Phase II Construction Price Amendment satisfying Section 01 20 00 and issuance of a Phase II Notice to Proceed.

- E. Owner has no obligation to authorize any Early Work Package or Phase II Construction Services. Selection and performance of Phase I do not guarantee award of construction Work.

1.05 PRECONSTRUCTION PHASE SERVICES

- A. CMAR shall perform all Preconstruction Phase Services required by Sections 00 31 13, 01 31 00, 01 31 13, 01 32 00, 01 32 16, 01 40 00, and other applicable Contract Documents. These services include project management and procurement planning; constructability and maintenance-of-plant-operations reviews; cost modeling, trending, and estimating; scheduling; market outreach; risk and quality management; environmental, safety, and commissioning planning; and preparation and reconciliation of proposed Construction Prices.
- B. CMAR shall provide the Key Personnel identified in Section 00 45 43. Replacement requires Owner approval. CMAR remains responsible for sufficient staffing regardless of the personnel hours used to develop its Phase I fee.

1.06 PHASE I COMPENSATION

- A. Owner shall pay CMAR a Lump Sum of \$ _____ for complete Phase I Preconstruction Services. This amount shall equal the accepted Phase I Preconstruction Services Fee submitted under Section 00 42 43, Fee Proposal Form, and shall be subject only to authorized Modifications.
- B. Payments shall be monthly in proportion to satisfactorily completed deliverables and accepted progress. CMAR shall submit invoices with staffing, hours, deliverable status, schedule status, and other support required by Section 01 20 00.
- C. Hourly rates in the accepted Fee Schedule apply only to services specifically authorized in writing on an hourly basis and include home-office overhead and profit unless the written authorization states otherwise.

1.07 EARLY WORK AND PHASE II CONSTRUCTION PRICE

- A. Each Construction Price shall be established by a separately executed Amendment for an identified package and shall be either a Lump Sum or Cost of the Work plus CMAR Fee with a GMP. The Amendment shall state the selected basis, scope, basis documents, commencement conditions, Contract Time, milestones, Substantial Completion, Final Completion, liquidated damages, Schedule of Values, allowances, alternates, contingencies, Fee, Construction General Conditions Costs, bonds, insurance, taxes, qualifications, assumptions, clarifications, exclusions, and required supporting schedules.
- B. The Construction Price Proposal shall be open-book and shall include complete bid tabs and quotations, quantity and unit-price detail, labor and equipment assumptions, subcontractor scope leveling, general conditions, insurance, bonds, Fee, escalation, allowances, contingencies with basis, taxes, Risk Register, cash-flow projection, Project Schedule, proposed self-performed Work, and a statement of basis and validity date. Proposal validity shall be not less than 60 days unless Owner approves otherwise in writing.

1.08 COST OF THE WORK AND EXCLUDED COSTS

- A. For GMP Work, allowable Cost of the Work shall be limited to actual costs necessarily and reasonably incurred for authorized Work and expressly included in the executed Amendment, such as direct craft labor and associated statutory burden; approved Subcontractor and supplier payments; incorporated materials; approved equipment rental at stated rates; approved project-specific field costs; required bonds and insurance; permits, testing, utilities, temporary facilities, and other listed direct costs. Credits, refunds, rebates, salvage, discounts, and recoveries shall reduce Cost of the Work.
- B. Excluded costs include home-office salaries and overhead included in Fee; costs caused by negligence, willful misconduct, breach, defective work, or failure to comply; fines and penalties; unapproved premiums or overtime; costs without required records; legal and dispute costs between Owner and CMAR; duplicate charges; costs recoverable from insurance or others; and costs that would cause the GMP to be exceeded absent an authorized adjustment.

1.09 CONTINGENCIES, ALLOWANCES, AND SAVINGS

- A. Owner Contingency is outside the Construction Price, is controlled solely by Owner, and may be used only by written Modification.
- B. CMAR Contingency, if included, may be used only for otherwise allowable Cost of the Work that is within the authorized scope, was not reasonably itemized at pricing, and is not the basis for a Change Order. It shall not fund design changes, scope additions, defective work, rework caused by CMAR, or excluded costs.
- C. Each contingency expenditure requires advance written approval by Owner and a log identifying amount, reason, affected Schedule of Values items, remaining balance, and schedule effect. Allocation shall not increase the GMP.
- D. Unused CMAR Contingency and all savings shall accrue to Owner unless a different allocation is expressly negotiated and stated in the applicable executed Early Work Package Amendment or Phase II Construction Price Amendment.

1.10 TIME AND DAMAGES

- A. Phase I duration shall be the period established in Section 00 31 13, Preliminary Schedules, as updated by the accepted Phase I Project Schedule and adjusted only by an authorized Modification.
- B. Construction Contract Time and milestone dates shall be stated in each executed Amendment. Time is of the essence.
- C. Liquidated damages shall be stated in the applicable Amendment and are subject to Section 00 73 00. Applicable liquidated damages, if any, shall be stated in the applicable executed Early Work Package Amendment or Phase II Construction Price Amendment and shall be governed by Section 00 73 00.

1.11 SUBCONTRACT PROCUREMENT AND SELF-PERFORMED WORK

- A. CMAR shall competitively procure subcontracted Work using transparent procedures approved by Owner, comply with applicable public procurement requirements, maximize qualified

market participation, document outreach, receive and preserve bids, prepare bid tabs and scope leveling, disclose affiliations and conflicts, and recommend award based on responsibility, responsiveness, price, capability, and Project risk. Owner may attend openings and audit the process.

- B. CMAR may self-perform only Work identified in advance and approved by Owner. Unless Owner expressly authorizes negotiated self-performance, CMAR and affiliated entities shall compete on the same disclosed basis as other bidders; bids shall be submitted directly to Owner or an Owner-designated neutral party. Owner may reject the self-perform proposal or require rebidding.

1.12 OWNER RESPONSIBILITIES

- A. Owner shall designate a representative, retain the Engineer, furnish information in Owner possession, make decisions within reasonable review periods identified in the accepted Project Schedule, provide access subject to plant rules, and control plant operations. Owner review, comment, acceptance, payment, observation, or use does not relieve CMAR of responsibility.

1.13 CHANGES, CLAIMS, SUSPENSION, AND TERMINATION

- A. Changes require a written Change Order, Owner Change Directive, or other written Modification signed by an authorized party. CMAR shall not proceed with changed Work without authorization except emergency action necessary to protect persons or property, followed by prompt written notice. Claims require timely notice, factual and contractual basis, cost analysis, Time Impact Analysis when Contract Time relief is requested, supporting records, mitigation, and certification in accordance with Section 00 72 43.
- B. Owner may suspend affected Work for safety, protection of plant operations, defects, or material noncompliance. Owner may terminate for cause after applicable notice and opportunity to cure, or for convenience. Upon convenience termination, CMAR is entitled only to payment for acceptable authorized Work performed, approved noncancelable commitments, and reasonable authorized demobilization costs, less prior payments, credits, and amounts due Owner. CMAR is not entitled to anticipated profit on unperformed Work.

1.14 LIABILITY, INDEMNITY, AND INSURANCE

- A. CMAR responsibilities, indemnification, waiver provisions, and remedies are governed by Sections 00 72 43, 00 73 00, and 00 73 16. No limitation of CMAR liability applies unless established by a written Amendment executed by Owner and CMAR.

1.15 GOVERNING LAW, VENUE, AND DISPUTE RESOLUTION

- A. The Contract Documents are governed by Georgia law. Exclusive venue for litigation shall be the Superior Court of Bartow County, Georgia, unless applicable law requires otherwise. Before litigation, authorized representatives shall confer in good faith; unresolved matters shall be elevated to senior representatives and then mediated if required by Section 00 73 00. CMAR shall continue undisputed Work and Owner shall continue undisputed payments.

1.16 ORDER OF PRECEDENCE

- A. Written Modifications and executed Amendments, newest first.

- B. This executed Section 00 52 43.
- C. Section 00 73 00 - Supplementary Conditions.
- D. Section 00 72 43 - General Conditions.
- E. Section 00 73 16 and statutory bond, affidavit, and compliance requirements.
- F. Division 01 Sections.
- G. Drawings and technical Specifications for the authorized package.
- H. Addenda.
- I. Section 00 11 19 and other procurement requirements.
- J. CMAR Proposal, only to the extent expressly incorporated and excluding unaccepted exceptions.

1.17 EXECUTION

- A. This Agreement may be executed in counterparts and by lawful electronic signature. Each signatory represents authority to bind the identified party. Attach Section 00 45 26 Corporate Certificate and other evidence of authority.

OWNER: CITY OF CARTERSVILLE, GEORGIA

By: _____
Name: _____
(Please Print)
Title _____
(Please Print)
Date: _____

CORPORATE SEAL

Attest: _____
(Signature)
Name: _____
(Please Print)
Title: _____
(Please Print)
Date: _____

CONSTRUCTION MANAGER AT RISK: _____

By: _____
Name: _____
(Please Print)
Title _____
(Please Print)
Date: _____

CORPORATE SEAL

Attest: _____
(Signature)
Name: _____
(Please Print)
Title: _____
(Please Print)
Date: _____

END OF SECTION

SECTION 00 52 44

EARLY WORK PACKAGE AMENDMENT

PART 1 GENERAL

1.01 SUMMARY

- A. This Section provides the form and minimum content of an amendment authorizing limited procurement or construction Work before execution of the amendment authorizing Phase II Construction Services under the Owner-CMAR Agreement.
- B. An Early Work Package shall not proceed unless:
 - 1. Owner and CMAR execute this Amendment.
 - 2. CMAR shall provide the performance and payment bonds required for the authorized Early Work before issuance of the applicable Notice to Proceed.
 - 3. Owner issues the applicable Notice to Proceed under Section 00 55 00.
 - 4. Required permits and governmental approvals are in effect.
 - 5. Owner approves required safety, quality, environmental, schedule, and maintenance-of-plant-operations submittals.
- C. Authorization of an Early Work Package does not authorize other Phase II Construction Services and does not obligate Owner to authorize additional construction Work.

1.02 RELATED REQUIREMENTS

- A. Section 00 52 43, Owner-CMAR Agreement.
- B. Section 00 55 00, Notice to Proceed.
- C. Section 00 61 13.13, Performance Bond Form.
- D. Section 00 61 13.16, Payment Bond Form.
- E. Section 00 72 43, General Conditions.
- F. Section 00 73 00, Supplementary Conditions.
- G. Section 00 73 16, Insurance Requirements.
- H. Section 01 20 00, Price and Payment Procedures.
- I. Section 01 26 00, Contract Modification Procedures.
- J. Section 01 31 13, Preconstruction Services.
- K. Section 01 32 16, Construction Progress Schedule.
- L. Section 01 35 13, Risk Management Procedures.

1.03 AMENDMENT IDENTIFICATION

- A. Effective Date: [INSERT].
- B. Early Work Package Number and Title: [INSERT].

- C. Owner: City of Cartersville, Georgia.
- D. CMAR: [INSERT LEGAL NAME].
- E. Engineer: Wiedeman and Singleton, Inc.
- F. Project: WATER TREATMENT PLANT CHEMICAL FEED AND CONTROL BUILDING UPGRADES.

1.04 EARLY WORK PACKAGE DOCUMENTS

- A. The following completed documents, as applicable to the authorized Early Work, shall be identified by CSI section number, drawing number, revision date, or descriptive schedule title and incorporated into this Amendment:
 - 1. Scope of Early Work.
 - 2. Drawings and Specifications applicable to the Early Work.
 - 3. Early Work Package Price Summary.
 - 4. Schedule of Values.
 - 5. Early Work Package Schedule.
 - 6. List of Allowances.
 - 7. List of Alternates.
 - 8. Procurement and Buyout Plan.
 - 9. Procurement Risk Assessment.
 - 10. Applicable Performance Testing Requirements.
 - 11. Applicable Commissioning Requirements.
 - 12. Notice to Proceed form.
 - 13. Insurance certificates and endorsements demonstrating coverage effective for the duration and scope of the authorized Early Work.
 - 14. Performance Bond under Section 00 61 13.13 and Payment Bond under Section 00 61 13.16, each completed for the authorized Early Work Package Price.
 - 15. Qualifications, assumptions, clarifications, and exclusions expressly accepted by Owner.
 - 16. Current Risk Register identifying each Early Work Package risk, responsible party, mitigation action, target date, potential cost and schedule effect, and current status.
 - 17. Equipment-rate schedule identifying equipment descriptions, ownership or rental status, hourly and daily rates, included operating costs, and applicable standby rates.
 - 18. Applicable funding and procurement requirements.
- B. No qualification, assumption, clarification, or exclusion proposed by CMAR modifies the Contract Documents unless individually identified and expressly accepted in this executed Amendment.

1.05 SCOPE OF EARLY WORK

- A. CMAR shall perform only the Work expressly described below:
1. Solicitation of competitive proposals from vendors for the following systems and services:
 - a. Sodium Hypochlorite On-Site Generation
 - b. Liquid Lime System
 - c. Bulk Chemical Tanks
 - d. Chemical Feed and Transfer Pumps
 - e. SCADA and Controls Integrator.
 2. CMAR shall document the solicitation, evaluation, and recommendation for each vendor or subcontract award. No award or purchase commitment shall be made without Owner's prior written authorization when required by the Contract Documents.
 3. Demolition of the existing thickener, including associated removals, temporary measures, disposal, and protection of adjacent facilities, as defined in the incorporated Early Work Package Drawings and Specifications.
 4. Design, permitting as applicable, installation, monitoring, maintenance, and removal of shoring required for construction of the new chemical feed building, as defined in the incorporated Early Work Package Drawings and Specifications.
 5. Associated site civil, electrical, instrumentation, and controls improvements expressly shown in the incorporated Early Work Package Drawings and Specifications.
- B. Excluded Work: All Work not expressly described in this Article, including any construction, procurement, demolition, shoring, site, electrical, instrumentation, or controls Work beyond the limits identified in the incorporated Early Work Package Documents.
- C. CMAR shall coordinate the Early Work with ongoing design, existing facilities, plant operations, Owner activities, future bid packages, and Phase II Work.
- D. CMAR assumes responsibility for construction means, methods, sequences, temporary work, coordination, and safety for the authorized Early Work.
- 1.06 EARLY WORK PACKAGE PRICE
- A. Early Work Package Price—select and complete one pricing basis; delete the inapplicable alternative:
1. Lump Sum: \$[INSERT].
 2. Cost of the Work plus CMAR Fee, not to exceed a GMP of \$[INSERT].
- B. CMAR Fee—select and complete one fee basis; delete the inapplicable alternative:
1. Fixed amount: \$[INSERT]; or
 2. [INSERT] percent of allowable Cost of the Work.
- C. Construction General Conditions Costs—select and complete one treatment; delete the inapplicable alternatives:
1. Lump Sum: \$[INSERT].

2. Cost reimbursable, not to exceed \$[INSERT].
 3. Included in another Price component identified as [INSERT].
 - D. Allowances: \$[INSERT], allocated by item in the incorporated List of Allowances.
 - E. CMAR Contingency: \$[INSERT], separately identified in the Schedule of Values and tracked through a contingency log.
 - F. Owner Contingency is not included in the Early Work Package Price unless expressly stated.
 - G. CMAR shall bear costs exceeding the authorized Lump Sum or GMP unless adjusted by an authorized Modification.
- 1.07 COST OF THE WORK
- A. For GMP Work, allowable Cost of the Work is limited to actual, reasonable, necessary, properly documented costs authorized by the Contract Documents.
 - B. Allowable costs may include:
 1. Approved direct craft labor and agreed labor burdens.
 2. Properly procured subcontractor and supplier payments.
 3. Materials and equipment incorporated into the Work.
 4. Approved equipment rental at accepted rates.
 5. Approved temporary facilities and utilities.
 6. Required permits, testing, insurance, and bonds.
 7. Project-specific field costs stated in the Price Summary.
 8. Authorized emergency measures not caused by CMAR.
 - C. Excluded costs include:
 1. Home-office overhead included in CMAR Fee.
 2. Defective Work and CMAR-caused rework.
 3. Fines and penalties.
 4. Costs caused by CMAR negligence, default, or failure to comply.
 5. Unapproved overtime or premiums.
 6. Duplicate charges.
 7. Costs lacking required records.
 8. Costs exceeding the GMP without authorized adjustment.
- 1.08 CONTRACT TIME
- A. Commencement Date: The date stated in the Early Work Notice to Proceed, which shall not precede the Effective Date of this Amendment.
 - B. Substantial Completion: [INSERT] calendar days after the Commencement Date.
 - C. Final Completion: [INSERT] calendar days after Substantial Completion and no later than [INSERT DATE], subject to adjustments authorized by the Contract Documents.

D. Milestones: As shown in the accepted Early Work Package Schedule and consistent with Section 01 32 16 Construction Progress Schedule.

E. Liquidated Damages—complete the applicable amount or state “Not Applicable” for each milestone:

1. Substantial Completion: \$[INSERT] per calendar day.
2. Final Completion: \$[INSERT] per calendar day.

1.09 CONTINGENCY AND SAVINGS

A. CMAR Contingency may be used only for allowable Cost of the Work within the authorized scope that could not reasonably have been identified when the Early Work Package Price was established and that does not constitute a basis for adjustment by Change Order.

B. CMAR Contingency shall not be used for:

1. Owner-directed scope changes.
2. Design changes.
3. Defective Work.
4. CMAR-caused rework or delay.
5. Excluded costs.

C. Each contingency expenditure requires prior written Owner approval and shall identify the reason, amount, affected Schedule of Values items, schedule effect, and remaining balance.

D. Unused CMAR Contingency and savings shall reduce the amount payable by Owner and shall accrue solely to Owner unless this Amendment expressly states a different allocation.

1.10 EXECUTION

- A. CMAR acknowledges that it has reviewed the Early Work Package Documents, included all costs and time reasonably inferable from those documents, and identified in this Amendment every accepted qualification, assumption, clarification, and exclusion on which the Early Work Package Price or Contract Time is based.

OWNER: CITY OF CARTERSVILLE, GEORGIA

By: _____
Name: _____
(Please Print)
Title _____
(Please Print)
Date: _____

CONSTRUCTION MANAGER AT RISK: [LEGAL NAME]

By: _____
Name: _____
(Please Print)
Title _____
(Please Print)
Date: _____

END OF SECTION

SECTION 00 52 46

PHASE II CONSTRUCTION PRICE AMENDMENT

PART 1 GENERAL

1.01 SUMMARY

- A. This Section establishes the scope, Contract Time, and Construction Price for an identified Phase II package.
- B. This Amendment becomes part of the Contract Documents when executed by Owner and CMAR.
- C. If this Amendment conflicts with other Contract Documents regarding the authorized scope, Construction Price, Contract Time, allowances, contingencies, or accepted qualifications, this Amendment governs for the applicable package.
- D. The CMAR source requires the Phase II pricing document to establish the scope, construction schedule, price summary, Schedule of Values, allowances, applicable Drawings and Specifications, contingencies, and accepted assumptions and exclusions.

1.02 IDENTIFICATION

- A. Amendment Number: [INSERT].
- B. Effective Date: [INSERT].
- C. Phase II Package Title: [INSERT].
- D. Owner: City of Cartersville, Georgia.
- E. CMAR: [INSERT].
- F. Engineer: Wiedeman and Singleton, Inc.

1.03 INCORPORATED DOCUMENTS

- A. Scope of Work.
- B. Construction Price and Construction General Conditions Cost Summary.
- C. Schedule of Values.
 - 1. Schedule of Values shall reconcile to the approved Construction Price and all pricing components identified herein
- D. Project Construction Schedule.
- E. Applicable Drawings and Specifications.
- F. List of Allowances and Alternates.
- G. Subcontractor Procurement and Buyout Plan.
- H. Performance Testing Requirements.
- I. Commissioning Requirements.

- J. Phase II Notice to Proceed.
- K. Section 00 52 44 Early Work Package Amendment(s), if applicable.
- L. Section 00 73 16 Insurance Requirements and insurance evidence.
- M. Sections 00 61 13.13 and 00 61 13.16 bonds.
- N. Applicable funding and procurement requirements.
- O. CMAR hourly rates and equipment rates.
- P. Accepted qualifications, assumptions, clarifications, and exclusions.
- Q. Current Risk Register
- R. Applicable tax schedule and supporting calculations.

1.04 SCOPE OF WORK

- A. Authorized Work:

[INSERT COMPLETE PACKAGE DESCRIPTION.]

- B. Excluded Work:

[INSERT OR STATE NONE.]

- C. CMAR shall provide all labor, supervision, materials, equipment, temporary facilities, coordination, testing, startup, training, commissioning support, documentation, and incidental Work required for a complete and operational result.

1.05 CONTRACT TIME

- A. Commencement Date: The later of:

- 1. Effective Date of this Amendment.
- 2. Date stated in the Phase II Notice to Proceed.
- 3. unless otherwise expressly stated in this Amendment

- B. Substantial Completion: [INSERT] calendar days after Commencement.

- C. Final Completion: [INSERT] calendar days after Substantial Completion.

- D. Interim Milestones: Refer to the accepted Project Construction Schedule.

- E. Liquidated Damages:

- 1. Substantial Completion: \$[INSERT] per calendar day.
- 2. Final Completion: \$[INSERT] per calendar day.
- 3. Interim Milestones: [INSERT OR STATE NONE].

1.06 CONSTRUCTION PRICE

- A. Select one:

- 1. Lump Sum: \$[INSERT].

2. Cost of the Work plus CMAR Fee, not to exceed a GMP of \$[INSERT].

B. Price Components:

1. Trade Work: \$[INSERT].
2. Construction General Conditions Costs: \$[INSERT].
3. CMAR Fee: \$[INSERT].
4. Bonds: \$[INSERT].
5. Insurance: \$[INSERT].
6. Taxes: \$[INSERT].
7. Allowances: \$[INSERT].
8. CMAR Contingency: \$[INSERT].
9. Escalation: \$[INSERT].
 - a. Escalation shall be included only to the extent expressly stated in the approved Price Summary.
10. Other: \$[INSERT].

C. CMAR Fee includes home-office overhead and profit.

D. No cost may be recovered more than once through direct cost, general conditions, Fee, equipment rates, insurance, allowance, contingency, or change pricing.

E. CMAR bears costs exceeding the Lump Sum or GMP unless adjustment is authorized by the Contract Documents.

1.07 ALLOWABLE COST OF THE WORK

- A. Direct craft labor and approved burden.
- B. Approved project-site staff included in Construction General Conditions Costs.
- C. Properly procured subcontractor and supplier payments.
- D. Actual net cost of materials and permanent equipment.
- E. Approved construction equipment costs.
 1. Approved construction equipment costs at the rates established in the Construction Price Proposal or otherwise approved by Owner
- F. Approved temporary facilities, utilities, controls, and protection.
- G. Testing, permits, licenses, and fees assigned to CMAR.
- H. Project-specific insurance and bond premiums.
- I. Approved Project travel.
- J. Authorized emergency measures.

K. Authorized Change Work.

L. Other costs expressly identified in the Price Summary.

1.08 EXCLUDED COSTS

A. Home-office costs included in Fee.

B. Correction of Defective Work.

C. Costs caused by CMAR default, negligence, willful misconduct, or failure to plan.

D. Fines and penalties.

E. Legal and dispute costs between Owner and CMAR.

F. Unapproved overtime and premium costs.

G. Costs without adequate supporting records.

H. Costs recoverable from insurers or responsible third parties.

I. Duplicate costs.

J. Costs exceeding the GMP without authorized adjustment.

1.09 ALLOWANCES

A. Allowances shall be separately stated.

B. Use requires prior written Owner direction.

C. Allowances are not CMAR Contingency.

D. Unused allowance balances accrue to Owner.

E. Exceeding an allowance requires an authorized Modification.

1.10 CONTINGENCY

A. Owner Contingency is outside the Construction Price and controlled solely by Owner.

B. CMAR Contingency may cover only allowable costs within the authorized scope that do not justify a Change Order.

C. CMAR shall report contingency status with each Application for Payment and maintain supporting documentation for all contingency expenditures.

D. Each expenditure requires an approved written Contingency Expenditure.

E. Unused CMAR Contingency at Final Completion accrues to Owner unless otherwise stated here:

1. [INSERT.]

1.11 SAVINGS ALLOCATION

A. The Parties agree that savings, if any, shall be allocated as follows:

1. Owner Share: _____%

2. CMAR Share: _____%

- B. The allocation stated above supersedes the default savings allocation described in Section 00 52 43 Owner-CMAR Agreement for this Phase II Construction Price Amendment only.
- C. If the allocation is not completed, savings shall accrue to the Owner in accordance with Section 00 52 43 Owner-CMAR Agreement.
- D. Savings shall be determined only after Final Completion, audit, resolution of outstanding costs, and completion of Final Payment requirements.

1.12 RETAINAGE AND FINAL PAYMENT

- A. Retainage: [INSERT] percent, subject to applicable law.
- B. Final Payment requires:
 - 1. Final Application for Payment.
 - 2. Final accounting of Cost of the Work.
 - 3. Final contingency and allowance reconciliation.
 - 4. Consent of Surety.
 - 5. Required affidavits and lien waivers.
 - 6. Record Documents.
 - 7. Operation and Maintenance data.
 - 8. Warranties.
 - 9. Training and commissioning completion.
 - 10. Resolution of claims and incomplete Work.

1.13 EXECUTION

OWNER: CITY OF CARTERSVILLE, GEORGIA

By: _____
Name: _____
(Please Print)
Title _____
(Please Print)
Date: _____

CONSTRUCTION MANAGER AT RISK: [LEGAL NAME]

By: _____
Name: _____
(Please Print)
Title _____
(Please Print)
Date: _____

END OF SECTION

NOTICE TO PROCEED

Dated: _____

TO CONTRACTOR (CMAR): _____

ADDRESS: _____

CONTRACT: WATER TREATMENT PLANT CHEMICAL FEED AND CONTROL BUILDING
UPGRADES – PHASE I PRECONSTRUCTION SERVICES

OWNER'S Contract No. _____

You are hereby notified that the Contract Times under the above Contract will commence to run on _____. By that date, you are to begin performing the Preconstruction Services and your obligations under the Contract Documents.

Before you may begin performing the Preconstruction Services, you must deliver to Owner, with a copy to Engineer, the certificates of insurance required of you under the Contract Documents.

Also, before you may start any Work at the Site, you must:
The following conditions must be satisfied before the Preconstruction Services begin:

CITY OF CARTERSVILLE

By: _____
(AUTHORIZED SIGNATURE)

(TITLE)

NOTICE TO PROCEED

Dated: _____

TO CONTRACTOR (CMAR): _____

ADDRESS: _____

CONTRACT: WATER TREATMENT PLANT CHEMICAL FEED AND CONTROL BUILDING UPGRADES – EARLY WORK PACKAGE

OWNER'S Contract No. _____

You are hereby notified that the Contract Times applicable to the Phase I Early Works Package under the above Contract will commence to run on _____. By that date, you are to begin performing the Work and your obligations under the Contract Documents. The date of Substantial Completion for the Phase I Early Works Package is _____, and the date of readiness for final payment for that Work is _____.

Before you may start any Work at the Site, you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must:

The following conditions must be satisfied before Work under the Phase I Early Works Package begins:

CITY OF CARTERSVILLE

By: _____
(AUTHORIZED SIGNATURE)

(TITLE)

NOTICE TO PROCEED

Dated: _____

TO CONTRACTOR (CMAR): _____

ADDRESS: _____

CONTRACT: WATER TREATMENT PLANT CHEMICAL FEED AND CONTROL BUILDING UPGRADES – PHASE II CONSTRUCTION SERVICES

OWNER'S Contract No. _____

You are hereby notified that the Contract Times applicable to Phase II Construction Services under the above Contract will commence to run on _____. By that date, you are to begin performing the Work and your obligations under the Contract Documents. The date of Substantial Completion for Phase II Construction Services is _____, and the date of readiness for final payment for that Work is _____.

Before you may start any Work at the Site, you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must:
The following conditions must be satisfied before Phase II Construction Services begin:

CITY OF CARTERSVILLE

By: _____
(AUTHORIZED SIGNATURE)

(TITLE)

SECTION 00 61 13.13

PERFORMANCE BOND FORM

STATE OF GEORGIA
COUNTY OF BARTOW

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as Principal, thereafter known as "Contractor", and we, _____, as Surety, do hereby acknowledge ourselves indebted and firmly bound and held unto the City of Cartersville, Georgia (hereinafter called the "Owner") for use and benefit of those entitled thereto, in the sum of

[_____] DOLLARS (\$) for the payment of which will and truly to be made, in lawful money of the United States, we do hereby bind ourselves, successors, assigns, heirs and personal representatives.

BUT THE CONDITION OF THE FOREGOING OBLIGATION OR BOND IS THIS:

- **WHEREAS**, the Owner has engaged the said Contractor for the sum of [_____] DOLLARS (\$) for the WATER TREATMENT PLANT CHEMICAL FEED AND CONTROL BUILDING UPGRADES as more fully appears in a written Contract Agreement bearing the date of _____, a copy of which Contract Agreement is by reference hereby made a part hereof.

NOW, THEREFORE, if said Contractor shall fully and faithfully perform all the undertakings and obligations under the said Contract Agreement herein before referred to and shall fully indemnify and save harmless the said Owner from all costs and damage whatsoever which it may suffer by reason of any failure on the part of said Contractor to do so, and shall fully reimburse and repay the said Owner any and all outlay and expense which it may incur in making good any such default, and shall correct all defects in products and workmanship appearing within one (1) year of the completion of all Work, then this obligation shall be null and void, otherwise, it shall remain in full force and effect.

And for value received it is hereby stipulated and agreed that no change, extension of time, alteration or addition to the terms of the said Contract Agreement, or in the Work to be performed thereunder, or the Specifications accompanying the same shall in any way affect the obligations under this Contract Agreement or Bond, and notice is hereby waived any such damage, extension of time, alteration or addition to the terms of the Contract Agreement or to the Work or to the Contract Documents.

This bond is given pursuant to and in accordance with provisions of O.C.G.A. Section 36-01-1 et seq. and 36-82-100 et seq. and all the provisions of the law referring to this character of Bond as set forth in said Sections or as may be hereinafter enacted, and these are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOF, the said Contractor has hereunder affixed its signature and seal, and said Surety has hereunto caused to be affixed its corporate signature and seal, by it duly authorized officers, on this _____ day of _____, executed in six counterparts.

CMAR – PRINCIPAL:

BY: _____
NAME: _____
(Please Print)
TITLE _____
(Please Print)

ATTEST: _____
NAME: _____
(Please Print)
TITLE _____
(Please Print)

Note: Attestation for a corporation must be by the corporate secretary; for a partnership by another partner; for an individual by a notary.

(SEAL)

SURETY:

BY: _____
NAME: _____
(Please Print)
TITLE _____
(Please Print)

ATTEST: _____
NAME: _____
(Please Print)
TITLE _____
(Please Print)

Note: Surety companies executing Bond must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located

(SEAL)

END OF SECTION

SECTION 00 61 13.16

PAYMENT BOND FORM

STATE OF GEORGIA
COUNTY OF BARTOW

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as Principal (hereinafter known as "Contractor"), and we, _____, as Surety, are held and firmly bound unto the City of Cartersville, Georgia (hereinafter called the "Owner"), in the penal sum of [_____] DOLLARS (\$ _____) lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has entered into a certain Contract Agreement with said Owner, dated _____, for the project called WATER TREATMENT PLANT CHEMICAL FEED AND CONTROL BUILDING UPGRADES, hereinafter called the "Contract", which Contract Agreement and the Contract Documents for said Work shall be deemed a part hereof as fully if set out herein.

NOW, THEREFORE, the condition of this obligation is such, that if said Contractor and all subcontractors to whom any portion of the Work provided for in said Contract Agreement is sublet and all assignees of said Contractor and of such subcontractors shall promptly make payments to all persons supplying them with labor, products, services, or supplies for or in the prosecution of the Work provided for in such Contract Agreement, or in any amendment or extension of or addition to said Contract Agreement, and for the payment of reasonable attorney's fees, incurred by the claimant in suits on this Bond, then the above obligation shall be void; otherwise, it shall remain in full force and effect.

HOWEVER, this Bond is subject to the following conditions and limitations:

- A. Any person, firm or corporation that has furnished labor, products, or supplies for or in the prosecution of the Work provided for in said Contract Agreement shall have a direct right of action against the Contractor and Surety on this Bond, which right of action shall be asserted in proceeding, instituted in the county in which the Work provided for in said Contract Agreement is to be performed or in any county in which Contractor or Surety does business.
- B. Such right of action shall be asserted in proceedings instituted in the name of the claimant or claimants for its use and benefit against said Contractor and Surety or either party (but not later than one (1) year after the final settlement of said Contract Agreement) in which action such claim or claims shall be adjudicated and judgment rendered thereon.
- C. The Principal and Surety hereby designate and appoint the _____, as the agent of each party to receive and accept service

of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Contractor and/or Surety.

- D. In no event shall the Surety be liable for a greater sum than the penalty of this Bond, or subject to any suit, action or proceedings thereon that is instituted later than one (1) year after the final settlement of said Contractor Agreement.
- E. This Bond is given pursuant to and in accordance with provisions of O.C.G.A. Section 13-10-1 et seq. and 36-82-100 et seq. hereinafter, and all the provisions of law referring to this character of Bond as set forth in said Sections or as may be hereinafter enacted, and these are hereby made a part hereof to the same extend as if set out herein full.

IN WITNESS WHEREOF, the said Contractor has hereunder affixed its signature and seal, and said Surety has hereunto caused to be affixed its corporate signature and seal, by it duly authorized officers, on this _____ day of _____, executed in six counterparts.

CMAR – PRINCIPAL:

BY: _____
NAME: _____
(Please Print)
TITLE _____
(Please Print)

ATTEST: _____
NAME: _____
(Please Print)
TITLE _____
(Please Print)

Note: Attestation for a corporation must be by the corporate secretary; for a partnership by another partner; for an individual by a notary.

(SEAL)

SURETY:
BY: _____
NAME: _____
(Please Print)
TITLE _____
(Please Print)

ATTEST: _____
NAME: _____
(Please Print)
TITLE _____
(Please Print)

Note: Surety companies executing Bond must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located

(SEAL)

END OF SECTION

CERTIFICATION OF CONTRACTOR'S ATTORNEY

The undersigned Contractor hereby certifies one of the following:

_____ (initial) Prior to execution and delivery of the contract contained herein, the attorney has examined the attached contract, any applicable performance and payment bonds and the manner of execution thereof, as well as all other documents attached hereto and is of the opinion that upon the execution and delivery of these documents, same will constitute a valid and legally binding obligation of the undersigned contractor in accordance with the terms, conditions and provisions thereof.

Typed Name of Attorney

Signature of Attorney

Date: _____

_____ (initial) The undersigned contractor has an attorney but has not obtained any legal opinion regarding the execution and delivery of these documents.

_____ (initial) The undersigned contractor does not have an attorney and has elected not to engage an attorney regarding the execution and delivery of this contract and attached documents.

CONTRACTOR

Name of Contractor: _____

By: _____

Title: _____

Attest: _____

Title: _____

(SEAL)

CERTIFICATION OF OWNER'S ATTORNEY

I, the undersigned _____, the duly authorized and acting legal representative of
CITY OF CARTERSVILLE, do hereby certify as follows:

Prior to execution and delivery thereof by City of Cartersville, I have examined the attached contract and any applicable performance and payment bonds and the manner of execution thereof, and I am of the opinion that upon the correction of any matters noted hereon, the foregoing contract will be ready for execution and upon execution and delivery will constitute a valid and legally binding obligation of City of Cartersville in accordance with the terms, conditions, and provisions thereof.

Typed Name

Signature

Date: _____

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: <u>WATER TREATMENT PLANT CHEMICAL FEED AND CONTROL BUILDING UPGRADES</u>	
Owner: City of Cartersville	Owner's Project No.:
Contract:	Engineer's Project No.:

This [tentative] [definitive] Certificate of Substantial Completion applies to:

☐ All Work under the Contract Documents: ☐ The following specified portions of the Work:

Date of Substantial Completion: _____

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [definitive] list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Except as otherwise provided in the Contract Documents, the responsibilities of the Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties are amended only as stated below:

☐ Amended Responsibilities

☐ Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer

Date

Accepted by Contractor

Date

Accepted by Owner

Date

SWORN STATEMENT FOR FINAL PAYMENT

STATE OF Georgia)
) SS
COUNTY OF Bartow)

Affiant _____, being duly sworn, deposes and states that he is an authorized representative of _____ the Construction Manager at Risk (CMAR), and that he is dully authorized to make this affidavit on behalf of the CMAR and has personal knowledge of the facts herein.

Affiant states that the work contracted for under said Contract has been fully completed, and that all materials furnished to said Contractor and used in said work have been fully paid for, based on payments received.

Affiant further states that all labor and material used in the prosecution of the work under said Contract has been fully paid for, and all subcontractors, employees, and furnishers of machines, equipment, tools, materials and labor have each been paid in full, based on payment received.

IN TESTIMONY WHEREOF, the undersigned has executed this Sworn Statement this ____ day of, 20_____.

State of Georgia, County of _____

Signature of Affiant

Printed Name of Affiant

Signature of Notary Public

Printed Name of Notary Public (SEAL)

My commission expires: _____

FINAL LIEN WAIVER FORM

STATE OF Georgia)
) SS
COUNTY OF Bartow)

The undersigned Construction Manager at Risk (CMAR), _____,
for and in consideration of the final payment received or to be received from the Owner for construction
of WATER TREATMENT PLANT CHEMICAL FEED AND CONTROL BUILDING UPGRADES (the
“Project”) hereby certifies and agrees as follows:

1. CMAR acknowledges receipt of all sums due under the Contract, except for amounts specifically identified below, if any.
2. CMAR waives, releases, and relinquishes any and all liens, claims of lien, payment bond claims, stop notices, demands, actions, causes of action, damages, costs, expenses, and compensation of every kind arising from or relating to the Project, except those specifically listed below.
3. CMAR warrants that all subcontractors, suppliers, laborers, and material providers have been paid in full for all labor, materials, equipment, and services furnished in connection with the Project, except as specifically identified below.
4. CMAR agrees to indemnify and hold Owner harmless from all claims, liens, demands, and actions asserted by any subcontractor, supplier, laborer, or other party claiming through CMAR arising out of the Work performed under the Contract.
5. CMAR represents that no mechanic's liens, claims of lien, or similar encumbrances have been filed against the Project, or if filed, have been fully satisfied, discharged, bonded, or otherwise resolved.

EXCEPTIONS

The following claims or disputed amounts are expressly reserved and not waived by this Final Lien Waiver (if none, state "NONE"):

CMAR

I certify under oath that the foregoing statements are true and correct.

Executed this _____ day of _____, 20.

By: _____

Name: _____

Title: _____

NOTARY

State of Georgia, County of _____

Signature of Affiant

Printed Name of Affiant

Signature of Notary Public

Printed Name of Notary Public (SEAL)

My commission expires: _____

CONSENT OF SURETY TO FINAL PAYMENT

STATE OF Georgia)
) SS
COUNTY OF Bartow)

The undersigned Surety, being duly authorized to act on behalf of the surety company identified herein, hereby certifies and agrees as follows:

The Surety Company, _____, having issued Performance Bond No. _____ and Payment Bond No. _____ on behalf of _____ ("Contractor") for the construction of WATER TREATMENT PLANT CHEMICAL FEED AND CONTROL BUILDING UPGRADES ("Project") for the City of Cartersville ("Owner"), hereby consents to final payment to the Contractor under the Contract for said Project.

The Surety certifies that, to the best of its knowledge, all obligations secured by the above-referenced bonds have been satisfactorily completed or otherwise adequately provided for, and that the Surety has no objection to the Owner making final payment, including release of any retained funds, to the Contractor.

The Surety further acknowledges that the making of final payment by the Owner shall not release, diminish, impair, or otherwise affect any obligations of the Surety under the Performance Bond or Payment Bond to the extent such obligations survive final payment under applicable law and the terms of the bonds.

IN TESTIMONY WHEREOF, I have hereunto affixed my signature this ____ day of , 20_____.

Signature: _____
Surety Company: _____
By: _____
Attorney-in-Fact
(Attach Power of Attorney)
Printed Name: _____
Address: _____
Telephone: _____

Signature of Notary Public

Printed Name of Notary Public (SEAL)

My commission expires: _____

ACCEPTANCE CERTIFICATE FORM

PROJECT: _____

OWNER: _____

CONTRACTOR: _____

CONTRACT NO.: _____

ENGINEER: _____

The Owner hereby accepts the Work identified above, subject to the terms of the Contract Documents and the qualifications stated in this Certificate.

Date of Substantial Completion:

Date of Final Completion:

Effective Date of Acceptance:

Warranty Commencement Date:

Remaining Punch List Attached ☐ Yes ☐ No ☐ Not Applicable

Acceptance does not waive or release Contractor from responsibility for incomplete or defective Work, correction obligations, warranties, guarantees, indemnity obligations, latent defects, or other obligations that survive completion or final payment under the Contract Documents.

QUALIFICATIONS OR EXCEPTIONS: If none, state "NONE."

OWNER ACCEPTANCE

CITY OF CARTERSVILLE, BY: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

ENGINEER'S RECOMMENDATION

WIEDEMAN AND SINGLETON, INC., BY: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

FINAL SETTLEMENT CERTIFICATE FORM

PROJECT: _____

OWNER: _____

CONTRACTOR: _____

CONTRACT NO.: _____

Original Contract Amount:	\$ _____
Net Approved Change Orders:	\$ _____
Adjusted Contract Amount:	\$ _____
Total Previously Paid:	\$ _____
Retainage Held Before Final Payment:	\$ _____
Final Payment Due:	\$ _____
Final Contract Amount:	\$ _____

The Engineer certifies, based on observations of the Work and review of available payment and closeout documentation, that the final quantities and authorized Contract adjustments have been incorporated into the amounts stated above and recommends final settlement in the amount shown, subject to Owner approval.

The Owner's approval of this Certificate authorizes final settlement subject to receipt and acceptance of all required final-payment and closeout documents, including the Contractor's final application for payment, sworn statement, final lien waiver, consent of surety, warranties, record documents, operation and maintenance materials, and other items required by the Contract Documents.

UNRESOLVED ITEMS OR RESERVED AMOUNTS: If none, state "NONE."

ENGINEER'S CERTIFICATION

WIEDEMAN AND SINGLETON, INC., BY: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

OWNER APPROVAL

CITY OF CARTERSVILLE, BY: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

SECTION 00 72 43

GENERAL CONDITIONS

PART 1 PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes: General Conditions.
- B. Related Documents: Drawings, Owner-CMAR Agreement, General Conditions, Supplementary Conditions, and other Division 01 Sections apply to this Section.

1.02 REFERENCES AND DEFINITIONS

- A. Contract terms have meanings assigned in the Owner-CMAR Agreement, General Conditions, and related Sections.
- B. Where requirements conflict, follow the Order of Precedence established in Section 00 52 43 and any modifications stated in Section 00 73 00.

1.03 CMAR RESPONSIBILITIES

- A. Furnish authorized labor, supervision, temporary facilities, materials, equipment, documentation, services and remain responsible for all lower tiers.
- B. Review and coordinate Contract Documents, verify observable conditions, report conflicts, manage delegated design and temporary works, supervise the Work, administer submittals and substitutions, coordinate testing, and maintain records.
- C. Control construction means, methods, sequences, temporary work, and site safety. Protect people, property, existing facilities, utilities, processes, and environmental resources.
- D. Provide new conforming materials unless permitted otherwise, promptly correct Defective Work, and enforce warranties.

1.04 OWNER RESPONSIBILITIES

- A. Designate a representative, furnish information in Owner possession, retain the Engineer, provide reasonable access, obtain Owner permits, review complete submissions, and control plant operations.
- B. Owner review, observation, payment, or use does not transfer CMAR responsibility.

1.05 SUBCONTRACTS AND PROCUREMENT

- A. Use written subcontracts and documented competition unless another lawful method is approved. Flow down applicable safety, quality, schedule, audit, warranty, claims, payment, closeout, and funding requirements.
- B. Subcontract procurement shall comply with the procedures established in Section 00 52 43
- C. The Owner may reasonably object to a proposed lower-tier entity based on responsibility, capacity, safety, compliance, conflicts, or Project risk.

1.06 TIME, PAYMENT, AND CHANGES

- A. Prepare and update the Project Schedule. Requests for time require notice, mitigation, contemporaneous records, and a Time Impact Analysis consistent with Sections 01 32 00 and 01 32 16.
- B. Submit balanced schedules of values and complete payment support. The Owner may withhold amounts reasonably necessary to protect against defects, unpaid lower tiers, claims, schedule failure, or missing records.
- C. Owner and Engineer shall have access to supporting records for review and audit as provided elsewhere in the Contract Documents.
- D. Changes require Change Order, Owner Directive, Early Work Package Amendment, Phase II Construction Price Amendment, or another authorized written Modification. Unauthorized Work is at CMAR risk except documented emergency action.
- E. Use of CMAR Contingency shall comply with Section 00 52 43 and applicable pricing procedures.

1.07 SUSPENSION, TERMINATION, AND CLAIMS

- A. The Owner may suspend or stop affected Work for safety, defects, operational risk, or material noncompliance.
- B. The Owner may terminate for cause after applicable notice and cure, or for convenience with payment limited to acceptable Work, approved commitments, and authorized termination cost, less prior payments and damages.
- C. Claims require timely written notice, factual and contractual basis, amount, schedule effect, Time Impact Analysis when Contract Time relief is requested, records, mitigation, and certification. Continue undisputed Work and payment pending resolution.

PART 2 PRODUCTS – NOT USED

PART 3 PART 3 - EXECUTION

3.01 ADMINISTRATION

- A. Administer this Section in coordination with the Agreement, General Conditions, Supplementary Conditions, and related Division 01 Sections.
- B. Maintain complete, current, traceable records sufficient to support payment applications, Construction Price calculations, contingencies, claims, schedule adjustments, and audit activities.
- C. Correct noncompliance promptly. Review, payment, observation, or failure to comment does not waive Contract requirements.

END OF SECTION

SECTION 00 73 00
SUPPLEMENTARY CONDITIONS

PART 1 PART 1 - GENERAL

1.01 PURPOSE

- A. This Section modifies and supplements Section 00 72 43 for the City of Cartersville Project. Unmodified provisions remain in effect. If this Section conflicts with Section 00 72 43, this Section governs.

1.02 PROJECT-SPECIFIC IDENTIFICATION

- A. Owner: City of Cartersville, Georgia.
- B. Engineer: Wiedeman and Singleton, Inc.
- C. Project: WATER TREATMENT PLANT CHEMICAL FEED AND CONTROL BUILDING UPGRADES.
- D. Site: Cartersville Water Treatment Plant, 237 Allatoona Dam Road, Cartersville, Georgia 30120.
- E. Owner notice address: As identified in the Owner-CMAR Agreement.
- F. CMAR notice address: As identified in the Owner-CMAR Agreement.
- G. Engineer notice address: 3091 Governors Lake Drive, Suite 410, Peachtree Corners, GA 30071.

1.03 GOVERNING LAW AND VENUE

- A. Georgia law governs. Exclusive venue shall lie in Bartow County, Georgia, unless applicable law requires otherwise. Nothing waives governmental immunities or statutory defenses available to Owner.

1.04 OWNER APPROVALS AND AUTHORITY

- A. Only the Mayor, City Council, City Manager, Water Department Director, or other person expressly authorized in writing may bind Owner, and authority remains subject to applicable approvals. Engineer may administer the Contract Documents but may not authorize a change in price or time unless expressly delegated in writing.

1.05 CONTINUOUS PLANT OPERATION

- A. The existing water treatment plant shall remain operational. Owner retains exclusive control of operation. CMAR shall plan around treatment, chemical feed, controls, electrical distribution, access, security, and regulatory obligations. No shutdown, tie-in, bypass, chemical-feed change, controls transfer, utility interruption, or impairment may occur without an Owner-approved written plan and specific written authorization.
- B. Unless otherwise approved, submit shutdown and tie-in requests not less than 21 calendar days before the proposed event. Include affected systems, sequence, duration, staffing, temporary provisions, hazards, testing, restoration, rollback plan, communications, weather limits, and

contingency measures. Owner may postpone an approved event when operations or public health require, subject to the Contract Documents.

1.06 PHASE I AND CONSTRUCTION AUTHORIZATION

A. Phase I alone is authorized by the initial Owner-CMAR Agreement. No construction authority arises from design review, procurement planning, budget approval, schedule acceptance, or negotiation. Each Early Work or Phase II package requires an executed Amendment and the applicable Notice to Proceed issued under Section 00 55 00.

1.07 OWNER-APPROVED BUDGET

A. Approved Budget: As established by the Owner and incorporated into the applicable Amendment. CMAR shall immediately report threatened overruns and submit recovery options. Owner may revise scope, defer packages, direct value analysis, reject a Construction Price Proposal, or terminate Phase I for convenience if agreement cannot be reached.

1.08 SELF-PERFORMED WORK

A. CMAR may self-perform only after written Owner approval. The approved Procurement Plan shall identify each proposed self-perform package and conflict-control procedure. Unless Owner approves negotiated self-performance in writing, CMAR and affiliates shall bid against the market, submitting offers directly to Owner or its neutral designee.

1.09 BONDS

A. Performance and Payment Bonds are required for each authorized construction package, in the penal sum of 100 percent of the Construction Price stated in the applicable executed Amendment or such greater amount required by law. The surety shall be admitted in Georgia, acceptable to Owner, and satisfy the rating requirements in Section 00 73 16. Increases exceeding 10 percent in aggregate require a rider unless Owner requires an earlier rider. Required forms are Sections 00 61 13.13 and 00 61 13.16.

1.10 RETAINAGE AND PAYMENT

A. Retainage shall comply with applicable Georgia public works law and the executed Amendment. The applicable retainage percentage and statutory reduction point shall be stated in the executed Amendment. Payment timing, stored materials, withholding, and final payment are governed by Section 01 20 00 and the applicable Amendment. Proposal security requirements applicable to CMAR selection are stated in Section 00 43 13.

1.11 LIQUIDATED DAMAGES

A. Liquidated damages shall be established in each construction Amendment based on the affected package and shall separately address Substantial Completion and Final Completion on a per-calendar-day basis. These amounts are not penalties and apply only to unexcused delay. The applicable Amendment shall govern over any inconsistent liquidated-damages amount elsewhere in the Contract Documents.

1.12 WEATHER

- A. The Project Schedule shall include the weather delay allowance stated in the applicable executed Amendment and reflected in Section 01 32 16 Construction Progress Schedule. A time extension is considered only when qualifying adverse weather exceeds that allowance and demonstrably affects the controlling path after mitigation.

1.13 PUBLIC PROCUREMENT AND AUDIT

- A. CMAR shall comply with applicable Georgia and City procurement requirements. The Owner may attend bid openings, review prequalification, inspect bid records, direct rebidding, reject proposed lower tiers, and audit all open-book costs including self-performed Work procurement activities. Procurement records are Owner-accessible Project records.

1.14 FEDERAL OR OTHER FUNDING REQUIREMENTS

- A. If Owner gives written notice that federal, state, or other funding requirements apply, CMAR shall incorporate and enforce the identified requirements, including wage, domestic preference, disadvantaged business, reporting, recordkeeping, and flow-down provisions. Davis-Bacon requirements and other federal clauses apply only when identified by written notice and incorporated into the Contract Documents through the applicable sections.

1.15 CLAIM PERIODS

- A. Notwithstanding any contrary provision in Section 00 72 43, written notice of a claim shall be provided within seven days after the event giving rise to the claim. Complete claim documentation shall be submitted within twenty-one days after the event unless a shorter period is expressly stated elsewhere in the Contract Documents. Failure to provide timely notice prejudices the claim only to the extent the Owner is materially harmed by the delay.

1.16 DISPUTE RESOLUTION

- A. Representatives shall meet within five business days after written request. If unresolved, senior representatives shall meet within the next five business days. Mediation in Bartow County is a condition precedent to litigation unless emergency injunctive relief is necessary or Owner elects otherwise where permitted by law. Mediation does not suspend the Work or extend claim limitations.

1.17 LIMITATION OF LIABILITY AND CONSEQUENTIAL DAMAGES

- A. No CMAR limitation of liability applies unless expressly stated in an executed Amendment approved by Owner. Any waiver of consequential damages shall not limit liquidated damages, indemnity, insurance proceeds, bond obligations, costs to correct Defective Work, fraud, willful misconduct, gross negligence, violation of law, or damages covered by required insurance.

PART 2 PRODUCTS – NOT USED

PART 3 PART 3 - EXECUTION

3.01 COORDINATION

- A. The Contract Documents shall use CMAR, Proposal, Phase I Notice to Proceed, Early Work Package Amendment, and Phase II Construction Price Amendment consistently. References to

Bidder, Contractor, Invitation to Bid, a single Contract Sum, a single Notice to Proceed, or construction authorization upon execution of the initial Owner-CMAR Agreement do not apply unless expressly stated otherwise.

END OF SECTION

SECTION 00 73 16
INSURANCE REQUIREMENTS

PART 1 GENERAL

1.01 SUMMARY

- A. CMAR shall procure, maintain, and require lower tiers to maintain the insurance in this Section. Coverage shall be in force before Phase I Services, Early Work Package activities, or Phase II Construction Services begin, as applicable. These requirements do not limit liability or indemnity obligations.

1.02 INSURERS

- A. Except for approved workers compensation funds and approved non-admitted markets, insurers shall be authorized to do business in Georgia and licensed through the Georgia Department of Insurance. Except for workers compensation carriers, insurers shall have an A.M. Best rating of A-5 or higher. European and domestic surplus-lines markets operating on a non-admitted basis may be accepted if the broker establishes financial strength equal to or exceeding A-5. Owner acceptance does not waive requirements.

1.03 EVIDENCE

- A. Before services or Work begin, provide ACORD certificates or an Owner-approved substitute and copies of required endorsements.
- B. Certificates and renewals shall identify the Project name and project or contract number.
- C. Certificate holder: City of Cartersville, 1 N. Erwin Street, P.O. Box 1390, Cartersville, Georgia 30120.
- D. Upon request, provide complete certified policy copies or a certified insurer letter verifying compliance.
- E. Provide renewal evidence before expiration. Notify Owner immediately of cancellation, nonrenewal, rescission, material reduction, or impairment.
- F. Required notice: 10 days for cancellation due to nonpayment and 30 days for other cancellation, to the extent commercially available; CMAR notice obligation applies regardless of insurer notice.

1.04 REQUIRED COVERAGES

- A. Workers Compensation: statutory limits in each applicable jurisdiction.
- B. Employer Liability:
 - 1. \$1,000,000 bodily injury by accident, each accident; \$1,000,000 bodily injury by disease, policy limit; and \$1,000,000 bodily injury by disease, each employee.

C. Commercial General Liability:

1. Occurrence form, 1986 or later ISO form, with a \$10,000,000 limit per occurrence for bodily injury and property damage, whether provided through primary and excess policies. Include dedicated limits per Project site or location using CG 25 03, CG 25 04, or equivalent acceptable form; premises and operations; products-completed operations; blanket contractual liability; broad-form property damage; severability of interests; underground, explosion, and collapse; personal injury without contractual and employee exclusions; incidental medical malpractice; hostile-fire pollution wording; and independent contractors.

D. Automobile Liability:

1. \$1,000,000 per occurrence combined limit for bodily injury and property damage, covering owned, non-owned, leased, hired, and borrowed vehicles; include contractual liability and additional-insured coverage for Owner.

E. Contractor Pollution Liability:

1. \$10,000,000 each claim or occurrence and \$10,000,000 aggregate. Coverage shall address work involving pollutants, chemicals, fuels, waste, demolition, transportation where applicable, cleanup costs, defense, and completed operations. Maintain through the period stated in the applicable Amendment, not less than three years after Final Completion when commercially available.

F. Professional Liability:

1. Project-specific \$10,000,000 per claim and aggregate, or \$10,000,000 per occurrence and \$20,000,000 aggregate, for professional services and delegated design performed by or for CMAR.
2. Maintain Professional Liability coverage throughout Phase I Services and, if applicable, throughout any authorized Early Work Package or Phase II Construction Services, and thereafter for the period required by the applicable Amendment. A combined professional and pollution policy may satisfy both only if all required limits and coverages remain available and Owner approves it.

G. Builder Risk:

1. Builder's Risk insurance shall be required only for authorized Early Work Package construction activities and Phase II Construction Services, including materials at the Site, in transit, and in approved off-site storage. Provide special-form coverage for fire, lightning, explosion, windstorm, hail, smoke, aircraft, vehicles, riot, civil commotion, theft, vandalism, malicious mischief, debris removal, water damage, collapse, testing, and damage resulting from defective design, workmanship, or materials to the extent commercially available. Include flood, earthquake, and earth movement unless Owner approves exclusion. Permit partial occupancy and continued plant operations. CMAR is responsible for deductibles unless the applicable Amendment states otherwise.

H. Contractors' Equipment and Contents:

1. Special-form replacement-cost coverage for owned, used, rented, and leased equipment, tools, supplies, and contents. Name Owner as loss payee for Owner-owned property.
2. This requirement applies when equipment, tools, materials, or contents are brought onto the Project site.

1.05 ADDITIONAL INSURED, PRIMARY COVERAGE, AND SUBROGATION

- A. City of Cartersville, the Mayor, City Council members, officers, officials, employees, volunteers, Engineer and its officers, directors, employees, and consultants, and other parties designated by Owner shall be additional insureds on Commercial General Liability, Automobile Liability, and applicable excess policies for ongoing and completed operations. Use CG 20 10 with completed-operations modification, separate completed-operations endorsement, or equivalent acceptable forms. Coverage shall be primary and noncontributory to insurance carried by Owner parties.
- B. Policies shall include separation of insureds. CMAR and lower tiers waive rights of recovery and subrogation against Owner parties for losses arising from the Work to the extent covered or required to be covered. Provide endorsements evidencing waiver where available. Builder Risk shall name Owner, Engineer, CMAR, Subcontractors, and Sub-subcontractors as insureds as their interests may appear.

1.06 POLICY CONDITIONS

- A. Required insurance applies separately to each insured against whom a claim is made, subject to policy limits.
- B. Umbrella or excess policies shall follow form and be at least as broad as required underlying coverage.
- C. No insured-versus-insured exclusion may defeat required additional-insured coverage, except professional liability as applicable.
- D. Deductibles and self-insured retentions shall be disclosed and are CMAR responsibility unless Owner approves otherwise in writing.
- E. Coverage shall not contain exclusions inconsistent with the Work, including treatment-plant, chemical, subsurface, explosion, collapse, testing, or completed-operations exposures.
- F. All required coverage is primary over any Owner insurance program.

1.07 LOWER-TIER INSURANCE

- A. CMAR shall incorporate this Section into every subcontract at every tier and require insurance appropriate to each scope. CMAR is responsible for verifying compliance before lower-tier Work begins. If a lower tier fails to procure or maintain required coverage, CMAR shall procure and maintain it at CMAR expense or remove the lower tier. Owner may require higher or different lower-tier limits based on scope and risk.

1.08 COMMENCEMENT AND CONTINUITY

- A. Neither CMAR nor a lower tier shall begin Work until satisfactory insurance evidence is filed with Owner. Failure by Owner to object, allowing Work to start, making payment, or receiving deficient certificates does not waive requirements. Owner may withhold payment or suspend Work until noncompliance is corrected.

1.09 CLAIMS AND LOSS INFORMATION

- A. CMAR shall immediately report injury, loss, damage, environmental release, third-party claim, or occurrence that may give rise to a claim. Upon request, provide available loss-run and claim information related to the Project. At completion, provide a recap of Project claims and occurrences.

1.10 BUILDER RISK LOSS PROCEDURES

- A. CMAR shall protect damaged property, prevent further loss, notify Owner and insurer, preserve evidence, coordinate adjustment, and proceed with emergency protection. No repair or replacement beyond emergency protection shall proceed until authorized. Insurance proceeds shall be applied as directed in the applicable Amendment and Contract Documents.

1.11 BONDS

- A. Insurance does not replace bonds. Performance and Payment Bond requirements applicable to authorized Early Work Packages and Phase II Construction Services are stated in Sections 00 61 13.13, 00 61 13.16, 00 52 43, and 00 73 00.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.01 COMPLIANCE REVIEW

- A. Before issue, Owner and its insurance advisor shall review the \$20,000,000 Commercial General Liability requirement, professional and pollution limits, Builder Risk allocation, A.M. Best A-5 requirement, completed-operations period, flood and earthquake requirements, and any owner-controlled insurance program. All required coverage periods shall be identified in the applicable executed Amendment.

END OF SECTION

SECTION 01 10 00

SUMMARY

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes: Project scope, phases, operating constraints, and Owner requirements.
- B. Related Documents: Drawings, Owner-CMAR Agreement, General Conditions, Supplementary Conditions, and other Division 01 Sections apply to this Section.

1.02 REFERENCES AND DEFINITIONS

- A. Contract terms have meanings assigned in the Owner-CMAR Agreement, General Conditions, and related Sections.
- B. Where requirements conflict, follow the order of precedence established by the Contract Documents.

1.03 PROJECT DESCRIPTION

- A. Work consists of upgrades at the Cartersville Water Treatment Plant, including:
 - 1. Constructing a new chemical feed building with new chemical feed systems and an on-site sodium hypochlorite generation system.
 - 2. Remove existing chemical feed storage and feed systems.
 - 3. Architectural and structural improvements to the existing Control Building.
 - 4. Site, electrical, instrumentation, controls, testing, startup, and closeout Work defined by the Contract Documents.
- B. The Project will be delivered using the Construction Manager-at-Risk (CMAR) project delivery method. Services will begin with Phase I Preconstruction Services and may proceed to separately authorized Early Work Packages and Phase II Construction Services as approved by the Owner.

1.04 WORK RESTRICTIONS

- A. Maintain continuous permitted treatment and plant operations except approved shutdowns.
- B. Comply with site security, access, working-hour, noise, odor, dust, traffic, environmental, and operating restrictions.
- C. Do not interrupt utilities, treatment processes, controls, communications, standby power, chemical feed systems, disinfection systems, or other operating systems without written approval and an accepted shutdown or interruption plan.

1.05 OWNER-FURNISHED ITEMS

- A. The applicable price amendment shall identify Owner-furnished equipment, information, permits, and services; required delivery or availability dates; and the parties responsible for storage, inspection, installation, and interface coordination.

1.06 PHASING AND COORDINATION

- A. Coordinate prior, concurrent, and future Work packages, including temporary systems, tie-ins, commissioning, and turnover activities.
- B. Clearly identify excluded scope and interfaces in each price amendment. Work reasonably inferable from the documents incorporated into the price amendment is not excluded solely because it is not expressly listed.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 ADMINISTRATION

- A. Administer this Section in coordination with the Agreement, General Conditions, Supplementary Conditions, and related Division 01 Sections.
- B. Maintain complete, current, traceable records and submit documentation in the format and at the time required.
- C. Correct noncompliance promptly. Review, payment, observation, or failure to comment does not waive Contract requirements.

END OF SECTION

SECTION 01 20 00

PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes: Allowances, contingency, GMP, payment, and savings administration.
- B. Related Documents: Drawings, Owner-CMAR Agreement, General Conditions, Supplementary Conditions, and other Division 01 Sections apply to this Section.

1.02 REFERENCES AND DEFINITIONS

- A. Contract terms have meanings assigned in the Owner-CMAR Agreement, General Conditions, and related Sections.
- B. Where requirements conflict, follow the order of precedence in Section 00 52 43 and Section 00 73 00.

1.03 CONSTRUCTION PRICE

- A. Construction compensation shall be the lump sum, GMP, or other lawful basis stated in the executed Construction Price Amendment.
- B. Separately identify trade cost, Construction General Conditions Costs, CMAR fee, bonds, insurance, taxes, escalation, allowances, Owner contingency, and CMAR contingency.
- C. No cost may be recovered more than once through direct cost, fee, general conditions, equipment rate, allowance, contingency, insurance, or change pricing.

1.04 ALLOWABLE AND UNALLOWABLE COST

- A. Allowable Cost of the Work includes documented direct labor and burden, properly procured subcontracts, materials, permanent equipment, approved construction equipment, temporary facilities, testing, permits, and Project-specific bonds and insurance not included elsewhere.
- B. Unallowable cost includes home-office overhead included in fee, defect correction, CMAR-caused damage, default cost, fines, unapproved premium time, claim preparation, financing, insured or recovered amounts, excess over caps, unsupported cost, entertainment, avoidable waste, and duplicated cost.

1.05 APPLICATIONS FOR PAYMENT

- A. Phase I Preconstruction Services shall be invoiced on a lump-sum percentage-complete basis and shall be compensated in the amount established in the executed Owner-CMAR Agreement. Early Work Package and Phase II Construction Services shall be invoiced in accordance with the applicable Schedule of Values and Construction Price Amendment.
- B. Submit monthly using the approved schedule of values with progress, cost, schedule, contingency, change, lower-tier, stored-material, release, and funding documentation.

- C. Payment does not accept Defective Work, waive claims, or approve unauthorized cost.
- D. Payment for stored materials requires evidence of title, insurance, suitable storage, segregation, inventory records, and Owner access for verification. Stored materials shall be clearly identified as Owner-dedicated materials and protected from lien claims.

1.06 CONTINGENCY AND SAVINGS

- A. Owner Contingency is outside the GMP, is controlled solely by Owner, and may be used only through an authorized Modification.
- B. CMAR contingency is included in the GMP only for eligible unforeseen original-scope cost not caused by CMAR and not otherwise on a Change Order basis.
 - 1. Use of CMAR Contingency shall require advance written Owner approval and documentation consistent with Section 00 52 43.
- C. Unused CMAR contingency reduces final Contract Price unless the executed amendment states otherwise.
- D. Final savings equal the adjusted GMP less allowable final cost and other approved amounts after accounting for liabilities, credits, and adjustments required by the Contract Documents. Unless otherwise stated in an executed Amendment, all savings accrue to Owner.
- E. Savings exclude deleted scope, deferred scope, unpaid obligations, deficiencies, shifted Owner costs, unresolved claims, and unrecorded liabilities.

PART 2 PRODUCTS - NOT USED

PART 3 PART 3 - EXECUTION

3.01 ADMINISTRATION

- A. Administer this Section in coordination with the Agreement, General Conditions, Supplementary Conditions, and related Division 01 Sections.
- B. Owner and Engineer shall have access to records supporting applications for payment, Cost of the Work, contingencies, allowances, and Construction Price calculations for audit and verification purposes.
- C. Maintain complete, current, traceable records and submit documentation in the format and at the time required.
- D. Correct noncompliance promptly. Review, payment, observation, or failure to comment does not waive Contract requirements.

END OF SECTION

SECTION 01 26 00

CONTRACT MODIFICATION PROCEDURES

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes: Changes, directives, proposals, and early work.
- B. Related Documents: Drawings, Owner-CMAR Agreement, General Conditions, Supplementary Conditions, and other Division 01 Sections apply to this Section.

1.02 REFERENCES AND DEFINITIONS

- A. Contract terms have meanings assigned in the Owner-CMAR Agreement, General Conditions, and related Sections.
- B. Where requirements conflict, follow the order of precedence in Section 00 52 43 and Section 00 73 00.

1.03 AUTHORIZED MODIFICATIONS

- A. Changes may be made only by Change Order, Owner Directive, Early Work Package Amendment (Section 00 52 44), Phase II Construction Price Amendment (Section 00 52 46), or another written method authorized by the Contract Documents.
- B. A schedule, meeting minute, submittal, request for information, estimate, or oral direction does not modify scope, price, or time.

1.04 CHANGE PROPOSALS

- A. Submit itemized labor, material, equipment, subcontract, Construction General Conditions Costs, fee, bonds, insurance, taxes, credits, assumptions, schedule effects, risk impacts, and proposed Risk Register updates.
- B. Identify any requested use of CMAR Contingency and provide documentation demonstrating compliance with Section 00 52 43
- C. Pricing submitted under this Section shall be prepared on an open-book basis consistent with Section 00 52 43 Owner-CMAR Agreement.
- D. Provide quotations, takeoffs, rates, daily records, and a Time Impact Analysis complying with Section 01 32 16 Construction Progress Schedule whenever a change in Contract Time is requested.
- E. Apply markups only as stated in the applicable price amendment and reduce fee for deductive changes.

1.05 OWNER DIRECTIVES

- A. Proceed as directed before agreement on price or time, segregate costs, maintain daily records, maintain contemporaneous labor, equipment, material, subcontract, schedule, and risk-impact

documentation, mitigate effects, and submit timely pricing. Such records shall be maintained in sufficient detail to permit Owner review and audit.

B. An Owner Directive preserves each Party position and does not by itself establish entitlement.

1.06 EARLY WORK

A. Early Work requires documented scope, design maturity, price, procurement, schedule, risks, title, storage, warranty, cancellation, insurance, bonds, and reconciliation to the subsequent Phase II Construction Price Amendment.

B. No Early Work begins before execution of the Early Work Package Amendment and written Notice to Proceed.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 ADMINISTRATION

A. Administer this Section in coordination with the Agreement, General Conditions, Supplementary Conditions, and related Division 01 Sections.

B. Maintain complete, current, traceable records and submit documentation in the format and at the time required.

C. Review, payment, observation, audit, acceptance of records, or failure to comment does not waive Contract requirements.

END OF SECTION

SECTION 01 31 00

PROJECT MANAGEMENT AND COORDINATION

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes: Phase I management, meetings, logs, and key personnel.
- B. Related Documents: Drawings, Owner-CMAR Agreement, General Conditions, Supplementary Conditions, and other Division 01 Sections apply to this Section.

1.02 REFERENCES AND DEFINITIONS

- A. Contract terms have meanings assigned in the Owner-CMAR Agreement, General Conditions, and related Sections.
- B. Where requirements conflict, follow the order of precedence in Section 00 52 43 and Section 00 73 00.

1.03 RELATED DOCUMENTS

- A. Section 01 31 13 Preconstruction Services.
- B. Section 01 31 19 Project Meetings.
- C. Section 01 35 13 Risk Management Procedures.

1.04 MANAGEMENT PLAN

- A. Within 20 days after Phase I Notice to Proceed, submit organization, responsibilities, communications, safety, quality, estimating, scheduling, procurement, logistics, document control, and reporting procedures.
- B. Identify decision authority, backup coverage, and interfaces among Owner, Engineer, CMAR, lower tiers, operators, and agencies.

1.05 MEETINGS

- A. Conduct kickoff, biweekly progress, design, estimate reconciliation, risk, constructability, procurement, preinstallation, commissioning, and closeout meetings as applicable.
- B. Meeting administration, agenda requirements, attendance expectations, and minutes requirements shall comply with Section 01 31 19 Project Meetings
- C. Distribute minutes identifying decisions, responsible parties, due dates, cost and schedule effects, and unresolved matters. Minutes do not authorize changes.

1.06 PROJECT LOGS

- A. Maintain Action, Decision, Risk Register, Cost Trend, Design Evolution, Procurement, Submittal, Request for Information, Change, Contingency, Testing, Nonconformance, Shutdown, and Closeout Logs.

- B. Provide current editable versions of all logs with Monthly Progress Reports.

1.07 KEY PERSONNEL

- A. Personnel identified in the accepted schedule are material to selection and shall perform assigned roles at stated availability.
- B. Replacement requires prior Owner approval, equal or better qualifications, transition plan, and no added cost unless approved.
- C. Unauthorized replacement is a material breach and may result in rejection, withholding related to resulting deficiency, recovery measures, or default remedies after notice and cure.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 ADMINISTRATION

- A. Administer this Section in coordination with the Agreement, General Conditions, Supplementary Conditions, and related Division 01 Sections.
- B. Maintain complete, current, traceable records and submit documentation in the format and at the time required.
- C. Correct noncompliance promptly. Review, payment, observation, or failure to comment does not waive Contract requirements.

END OF SECTION

SECTION 01 31 13
PRECONSTRUCTION SERVICES

PART 1 GENERAL

1.01 1.01 SUMMARY

- A. Provide Phase I Preconstruction Services necessary to develop coordinated scope, cost, schedule, procurement, risk, maintenance-of-plant-operations, quality, safety, environmental, and commissioning plans.
- B. Preconstruction Services do not authorize construction.
- C. Unless separately authorized, CMAR shall not perform professional design services or assume Engineer's design responsibility.
- D. The source scope requires CMAR planning, cost models, cost trending, design-evolution logs, risk registers, constructability reviews, procurement planning, Construction Price Proposals, and CPM scheduling.

1.02 RELATED REQUIREMENTS

- A. Section 00 52 43 Owner-CMAR Agreement.
- B. Section 01 26 00 Contract Modification Procedures.
- C. Section 01 31 00 Project Management and Coordination.
- D. Section 01 31 19 Project Meetings.
- E. Section 01 32 00 Construction Progress Documentation.
- F. Section 01 32 16 Construction Progress Schedule.
- G. Section 01 35 13 Risk Management Procedures.
- H. Section 01 40 00 Quality Requirements.
- I. Section 01 50 00 Temporary Facilities and Controls.
- J. Section 01 91 13 General Commissioning Requirements.

1.03 PRECONSTRUCTION MANAGEMENT PLAN

- A. Submit within 10 days after Phase I Notice to Proceed.
- B. Include:
 - 1. Organization and Key Personnel identified in Section 00 45 43.
 - 2. Responsibility matrix.
 - 3. Communication protocol.
 - 4. Document-control protocol.
 - 5. Meeting and decision procedures.

6. Design-review strategy.
7. Cost-model and estimating procedures.
8. Schedule-development procedures.
 - a. Schedules shall comply with Section 01 32 16 Construction Progress Schedule.
9. Risk-management procedures.
10. Procurement and market-outreach strategy.
11. Quality Management Plan.
12. Site Safety Plan outline.
13. Emergency Response Plan outline.
14. Environmental Management Plan outline.
15. Maintenance of Plant Operations framework.
16. Commissioning and turnover approach.

1.04 COST MODELING

- A. Submit baseline Cost Model within 30 days after Phase I Notice to Proceed.
- B. Organize in CSI MasterFormat work breakdown structure.
- C. Include:
 1. Quantities.
 2. Unit prices.
 3. Labor.
 4. Materials.
 5. Equipment.
 6. Subcontractor and supplier quotations.
 7. Construction General Conditions Costs.
 8. Bonds and insurance.
 9. CMAR Fee.
 10. Taxes and escalation.
 11. Allowances.
 12. Contingencies.
 13. Assumptions and exclusions.
 14. Comparison with Owner's Approved Budget.

- D. Update at Owner-designated design milestones, including approximately 60%, 90%, and 100% design reviews, or as otherwise directed by Owner.
- E. Update cost trending monthly.
- F. Reconcile each estimate to the previous estimate and identify scope, quantity, price, escalation, allowance, contingency, correction, and risk-allocation changes.

1.05 CONSTRUCTABILITY REVIEWS

- A. Perform at each designated design milestone.
- B. Identify:
 - 1. Physical conflicts.
 - 2. Existing-utility conflicts.
 - 3. Tie-in requirements.
 - 4. Construction access.
 - 5. Equipment access and maintainability.
 - 6. Sequence and phasing.
 - 7. Temporary Work.
 - 8. Shutdown requirements.
 - 9. Operational impacts.
 - 10. Chemical-feed continuity.
 - 11. Controls and electrical interfaces.
 - 12. Safety concerns.
 - 13. Commissioning constraints.
 - 14. Cost and schedule impacts.
- C. Track each comment through disposition and closure.

1.06 MAINTENANCE OF PLANT OPERATIONS

- A. Develop a Maintenance of Plant Operations Plan.
- B. Address:
 - 1. Temporary chemical storage and feed.
 - 2. Temporary power.
 - 3. Temporary controls and instrumentation.
 - 4. Temporary ventilation.
 - 5. Temporary operator facilities.

6. Bypasses.
7. Utility relocations.
8. Access and emergency routes.
9. Shutdown and tie-in procedures.
10. Testing and restoration.
11. Failure and rollback contingencies.

1.07 PROCUREMENT PLANNING

A. Develop a Procurement and Buyout Plan.

B. Identify:

1. Bid packages.
2. Long-lead equipment.
3. Early procurement candidates.
4. Proposed self-performed Work, including justification and documentation required by Section 00 52 43.
5. Procedures for bid tabulation, scope leveling, and Owner review.
6. Subcontractor and supplier outreach.
7. Prequalification criteria.
8. Bid dates.
9. Award dates.
10. Submittal dates.
11. Fabrication and delivery requirements.
12. Commissioning equipment and startup support requirements.
13. Owner-furnished equipment options.
14. Competitive-coverage strategy.

1.08 CONSTRUCTION PRICE DEVELOPMENT

- A. Prepare Construction Price Proposals when directed.
- B. Include all information required by Sections 00 52 44 and 00 52 46.
- C. Construction Price Proposals shall be prepared on an open-book basis consistent with Section 00 52 43 Owner-CMAR Agreement.
- D. Identify incomplete design and unresolved scope openly and specifically.
- E. Do not conceal incomplete scope through broad assumptions, qualifications, or exclusions.

1.09 DELIVERABLES

- A. Preconstruction Management Plan.
- B. Cost Models and reconciliations.
- C. Project Construction Schedule.
- D. Constructability Review Logs.
- E. Risk Register.
- F. Design Evolution Log.
- G. Cost and Schedule Trend Log.
- H. Monthly Preconstruction Progress Reports.
- I. Procurement and Buyout Plan.
- J. Long-Lead Procurement Log.
- K. Maintenance of Plant Operations Plan.
- L. Shutdown and Tie-In Matrix.
- M. Quality Management Plan.
- N. Environmental Management Plan.
- O. Draft Commissioning Plan.
- P. Construction Price Proposals.

PART 2 PRODUCTS – NOT USED

PART 3 - EXECUTION

2.01 PERFORMANCE

- A. Coordinate deliverables with Owner and Engineer decision dates.
- B. Promptly notify Owner and Engineer of conditions threatening budget, schedule, plant operation, safety, quality, or procurement.
- C. Update deliverables throughout Phase I.

END OF SECTION

SECTION 01 31 19
PROJECT MEETINGS

PART 1 GENERAL

1.01 SUMMARY

- A. Establish meeting, agenda, minutes, action-item, and decision-management requirements.
- B. CMAR shall participate in biweekly progress meetings and required workshops. The source Phase I scope requires biweekly progress meetings, kickoff, decision protocols, and meeting-minutes procedures.

1.02 MEETING TYPES

- A. Phase I Kickoff Meeting.
- B. Biweekly Preconstruction Progress Meetings.
- C. Design Review and Constructability Workshops.
- D. Cost Model and Estimate Reconciliation Meetings.
- E. Risk Review Meetings.
- F. Procurement and Long-Lead Reviews.
- G. Maintenance of Plant Operations Workshops.
- H. Construction Price Proposal Reconciliation Meetings.
- I. Preconstruction Conference before each construction package.
- J. Construction Progress Meetings.
- K. Shutdown and Tie-In Readiness Meetings.
- L. Testing, Startup, and Commissioning Meetings.
- M. Closeout Meetings.

1.03 AGENDAS

- A. CMAR shall distribute agendas at least two business days before each scheduled meeting unless an urgent meeting is required.
- B. Include:
 - 1. Meeting purpose.
 - 2. Date, time, and location.
 - 3. Required participants.
 - 4. Previous action items.
 - 5. Required decisions.

6. Cost and schedule issues.
7. Risk items.
8. Procurement status.
9. Design and submittal issues.
10. Plant-operation impacts.
11. Supporting documents.

1.04 MINUTES

- A. CMAR shall prepare and distribute draft minutes within three business days.
- B. Minutes shall identify:
 1. Participants.
 2. Discussion summary.
 3. Decisions.
 4. Action items.
 5. Responsible party.
 6. Required completion date.
 7. Cost effect.
 8. Schedule effect.
 9. Risk Register reference.
 10. Documents reviewed.
- C. Participants shall submit corrections within three business days.
- D. CMAR shall issue corrected final minutes and maintain them as Project records.

1.05 ACTION AND DECISION LOGS

- A. Maintain separate or coordinated Action Item and Decision Logs.
- B. Identify:
 1. Unique number.
 2. Date opened.
 3. Description.
 4. Responsible party.
 5. Required decision or completion date.
 6. Status.
 7. Cost effect.

- 8. Schedule effect.
- 9. Final disposition.
- 10. Closure date.

1.06 ATTENDANCE

- A. CMAR shall provide Key Personnel appropriate to the meeting subject.
- B. Replacement representatives shall be familiar with the agenda and authorized to address assigned matters.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.01 COORDINATION

- A. Coordinate meetings to avoid duplication.
- B. Meetings do not authorize changes in scope, price, or time unless documented through an authorized Modification.

END OF SECTION

SECTION 01 32 00

CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 GENERAL

1.1 SUMMARY

- A. This Section establishes requirements for construction progress documentation and photographic documentation of the Work.
- B. Construction scheduling requirements are specified in Section 01 32 16 Construction Progress Schedule.
- C. Photographic documentation shall be maintained throughout the Project to record existing conditions, construction progress, concealed Work, testing activities, startup activities, and completed improvements.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.1 CONSTRUCTION PHOTOGRAPHS

- A. General
 - 1. Prior to the beginning of any work, the Contractor shall take project photographs of the work area to record existing conditions.
 - 2. All conditions that might later be subject to disagreement shall be shown in sufficient detail to provide a basis for decisions.
 - 3. Photographs shall be taken by the Contractor to record the general progress of the Project. Photographs will be representative of the primary work being performed at that time.
 - 4. Each photograph shall include the date taken and a brief description identifying the location and work activity shown.
 - 5. Photographs shall be submitted in electronic format.
- B. Submittals
 - 1. Initial existing-condition photographs shall be submitted within 30 calendar days after receipt of Notice to Proceed.
 - 2. Progress photographs shall be submitted monthly throughout the Project and included with progress reporting.
 - 3. The construction photographs shall be submitted to the Owner within 30 calendar days after the date of receipt by the Contractor of Notice to Proceed.
 - a. Photographs shall be submitted electronically in PNG, JPG, PDF, or other Owner-approved digital format.
- C. Buried, Submerged, and Hidden Construction

1. Items that will not be readily visible after construction is completed or after the facilities are placed into operation shall be photographed prior to backfilling, placing of concrete, submergence, etc. This includes, but shall not be limited to:
 - a. Reinforcing steel prior to concrete placement;
 - b. Mechanical equipment installations;
 - c. Electrical equipment installations;
 - d. Instrumentation and control installations;
 - e. Chemical feed equipment installations
 - f. Pipe or conduit under slabs or inside of walls;
 - g. Buried or submerged valves, pipes and equipment;
 - h. Restrain for valves, pipes, and equipment;
 - i. Concrete encasement, thrust blocking, vaults, and manholes;
 - j. Connections and tie-ins for water and sewer lines;
 - k. Connections, taps, and tie-ins for water and sewer services;
 - l. Utility lines, culverts, and other obstructions encountered during the construction activities.

END OF SECTION

SECTION 01 32 16
CONSTRUCTION PROGRESS SCHEDULE

PART 1 GENERAL

1.1 SUMMARY

- A. To assure adequate planning and execution of the Work and to assist the Engineer in appraising the reasonableness of the proposed schedule and in evaluating the progress of the Work, prepare and maintain schedules and reports described in this Section.

1.2 FORMAT

- A. Reading from left to right, in ascending order for each activity. Identify activities using a logical coding structure that correlates to project phases, procurement packages, work areas, or specification sections as applicable.
- B. Diagram sheet size shall be as required so the schedule is legible.
- C. Scale and Spacing shall be sufficient to allow for notations and revisions.

1.3 SCHEDULES

- A. Graphically show by bar chart the order and interdependence of all activities necessary to complete the work, and the sequence in which each activity is to be accomplished.
- B. Illustrate complete sequence of construction by activity, identifying work of separate stages or phases.
 - 1. Indicate dates for mobilization, procurement and delivery of products; and dates for installation and provision for testing.
 - 2. Include dates for tie-ins, shutdowns, outages, and operational constraints affecting existing facilities and systems.
 - a. Tie-ins shall include electrical, communications, water, sewer, natural gas, process piping, chemical systems, instrumentation, controls, and other utility services associated with the Project
 - 3. Include legend for symbols and abbreviations used.
- C. Tabulate each activity using calendar dates, and identify for each activity:
 - 1. Preceding and following event numbers.
 - 2. Activity description.
 - 3. Estimated duration of activity, in maximum 7 day intervals.
 - 4. Earliest start date.
 - 5. Earliest finish date.
 - 6. Actual start date.
 - 7. Actual finish date.
 - 8. Latest start date.
 - 9. Latest finish date.
 - 10. Percentage of activity completed.

- D. The Contractor shall submit a separate schedule identifying planned dates for submittals, procurement activities, fabrication milestones, equipment deliveries, testing activities, commissioning activities, and Owner review periods.
 - 1. Indicate decision dates for selection of finishes.
- E. Include procurement milestones for long-lead equipment, major material purchases, bid package issuance, subcontract awards, fabrication, delivery, startup, commissioning, and Owner training.
- F. Prepare sub-schedules for each stage of the Work.
- G. Coordinate schedule activities with the Schedule of Values and other Contract Documents.
- H. Include commissioning, startup, operator training, performance testing, substantial completion, and final completion milestones.

1.4 SUBMITTALS

- A. Within 10 calendar days after date established in Notice to Proceed, submit proposed preliminary construction schedule to Engineer for all activities necessary to complete the work.
- B. Within 20 days after the Contractor has received the Engineers review of the proposed preliminary construction schedule, submit a revised construction schedule.
 - 1. Include written certification that major subcontractors, suppliers, and key procurement participants have reviewed and accepted the proposed schedule as applicable to their scope of work.
- C. Submit an electronic copy and four printed copies of all construction schedules.
- D. Submit updated construction schedules with each Application for Payment or 7 days before each progress meeting, not to exceed every 30 days.

1.5 REVIEW AND EVALUATION

- A. Participate in joint review and evaluation of construction schedules with the Engineer and Owner at each submittal.
- B. Evaluate project status to determine work that is behind schedule and work ahead of schedule.
- C. After review, revise the construction schedule incorporating the results of the review, and resubmit within 10 days.

1.6 TIME IMPACT ANALYSIS (TIA)

- A. Provide a TIA to support all requests for increases to the Contract Time. Increases in Contract Time will not be considered without a TIA and, to be considered, must be submitted in accordance with the requirements of the General Conditions of the Contract.
- B. Use the Current Schedule to develop the TIA.
 - 1. The TIA must be attached to any change order proposal prior to approval of any change to time or cost when requesting additional time.

2. Submit a written narrative report to the Engineer with each request for adjustment to the Contract Time, or when Contractor or Engineer consider that an approved or anticipated change may impact the critical path or progress of the work.
 - a. Include a description of delaying factors and their impact with an explanation of corrective actions taken or proposed.
 - b. The TIA shall illustrate the impacts of each change or delay on the current scheduled completion date or internal milestone, as appropriate.
 - c. The analysis shall start by using the schedule that has a data date closest to and prior to the event or change.
 - d. The analysis shall identify the activities on the critical path prior to the event or change, the activities added or extended as a result of the event or change, and the impact of those changes on the critical path activities.
 - e. The analysis shall identify the impacts that the Contractor attributed to the change or Owner, those impacts that are the result of the Contractor's actions and those impacts that are considered concurrent.
 - f. If the impact schedule shows that incorporating the event modifies the critical path and scheduled completion date of the accepted Schedule, the difference between scheduled completion dates of the two schedules shall be equal to the adjustment of Contract Time.
3. Submit a TIA within 15 working days of receiving a written request for a TIA from the Engineer or after the event.
 - a. Allow the Engineer 30 days after receipt to approve or reject the submitted TIA.
 - b. All approved TIA schedule changes shall be shown on the next Schedule Update.
4. Any delay by the Contractor that is in parallel with another delay not caused by the Contractor shall be considered a concurrent delay for which the Contractor will not be entitled to impactable/compensable time regardless if on the critical path or not.

1.7 UPDATING SCHEDULES

- A. Maintain schedules to record actual start and finish dates of completed activities.
- B. Indicate progress of each activity to date of revision, with projected completion date of each activity.
 1. Update schedules to graphically depict current status of Work.
- C. The Contractor shall indicate estimated percentage of completion for each item of Work at each submission.
- D. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
- E. Indicate changes required to maintain Dates of Substantial and Final Completion.
- F. Prepare narrative report to define problem areas, anticipated delays, and impact on schedule.
 1. Report corrective action taken or proposed and its effect including effects of changes on schedules of separate contractors.
- G. The Contractor shall submit revised Progress Schedules each month at the progress meeting or with each Application for Payment.

PART 2 PRODUCTS – Not Used

PART 3 EXECUTION – Not Used

END OF SECTION

SECTION 01 35 13

RISK MANAGEMENT PROCEDURES

PART 1 GENERAL

1.01 SUMMARY

- A. Establish procedures for identifying, evaluating, assigning, mitigating, monitoring, and closing Project risks.
- B. Risk management does not transfer risk contrary to the Contract Documents and does not authorize use of contingency.
- C. The source defines the Risk Register as a record identifying risks, likelihood, responsibility, and mitigation, and requires CMAR to maintain it during Phase I.

1.02 RISK REGISTER

- A. Submit the initial Risk Register within 15 days after Phase I Notice to Proceed.
- B. Include:
 - 1. Unique risk number.
 - 2. Date identified.
 - 3. Risk description.
 - 4. Cause.
 - 5. Potential event.
 - 6. Potential consequence.
 - 7. Risk category.
 - 8. Probability.
 - 9. Cost impact.
 - 10. Schedule impact.
 - 11. Plant-operation impact.
 - 12. Safety or environmental impact.
 - 13. Risk owner.
 - 14. Mitigation actions.
 - 15. Action owner.
 - 16. Required action date.
 - 17. Contingency response.

18. Residual risk.

19. Status.

20. Closure basis and date.

1.03 RISK CATEGORIES

A. Design.

B. Existing conditions.

C. Underground utilities.

D. Chemical storage and feed.

E. Electrical power and controls.

F. Plant operations.

G. Shutdowns and tie-ins.

H. Maintenance of Plant Operations.

I. Safety.

J. Environmental compliance.

K. Permitting.

L. Procurement, bid packages, and long-lead equipment.

M. Labor and market conditions.

N. Cost and escalation.

O. Schedule and sequencing.

P. Testing, startup, training, and commissioning.

Q. Owner decisions.

R. Funding and regulatory requirements.

1.04 RISK EVALUATION

A. Establish an Owner-approved qualitative or quantitative probability-and-impact methodology.

B. Distinguish among:

1. Owner-retained risk.

2. CMAR risk.

3. Shared risk.

4. Insurable risk.

5. Allowance item.

6. CMAR Contingency item.

7. Owner Contingency item.
8. Scope item requiring design resolution.

C. Inclusion in the Risk Register does not establish entitlement to additional compensation or time.

1.05 RISK REVIEWS

A. Review the Risk Register:

1. At least monthly during Phase I.
2. At each design milestone.
3. With each Cost Model.
4. With each Construction Price Proposal.
5. Before each shutdown or tie-in.
6. When a material new risk is identified.
7. Monthly during construction.
8. Before issuance of any bid package.

1.06 CONTINGENCY DEVELOPMENT

A. Provide a documented basis for each proposed contingency.

B. Do not duplicate risk pricing in direct cost, allowances, CMAR Contingency, Owner Contingency, escalation, or exclusions.

C. Identify:

1. Risks included.
2. Basis of probability.
3. Potential cost range.
4. Expected-value calculation, if used.
5. Schedule exposure.
6. Mitigation credit.
7. Proposed release milestones.

1.07 RISK CLOSURE

A. Close a risk only when:

1. It no longer presents material exposure.
2. The mitigation action is complete.
3. The risk has occurred and is addressed through the Contract Documents.
4. Owner approves closure.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.01 REPORTING

- A. Highlight newly identified, increased, overdue, and critical risks.
- B. Promptly notify Owner of any risk threatening plant operation, public health, safety, Approved Budget, critical path, or a required regulatory milestone.

END OF SECTION

SECTION 01 40 00
QUALITY REQUIREMENTS

PART 1 PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes: Quality planning, inspections, tests, and nonconformance.
- B. Related Documents: Drawings, Owner-CMAR Agreement, General Conditions, Supplementary Conditions, and other Division 01 Sections apply to this Section.

1.02 REFERENCES AND DEFINITIONS

- A. Contract terms have meanings assigned in the Owner-CMAR Agreement, General Conditions, and related Sections.
- B. Where requirements conflict, follow the order of precedence in Section 00 52 43 and Section 00 73 00.

1.03 QUALITY MANAGEMENT PLAN

- A. Submit responsibilities, procedures, submittal control, receiving inspection, installation inspection, testing, nonconformance, corrective action, commissioning, and record retention.
- B. Identify quality personnel independent enough from production to report deficiencies.

1.04 TESTING AND INSPECTION

- A. Coordinate notices, access, samples, mockups, testing, special inspections, manufacturer services, and correction.
- B. Owner payment for independent testing does not relieve CMAR quality-control responsibility.
- C. CMAR shall pay reinspection, retesting, uncovering, and correction cost caused by nonconforming Work, lack of notice, or Work not ready.

1.05 NONCONFORMANCE

- A. Document deficiency, location, requirement, cause, proposed disposition, responsible party, due date, verification, and closure.
- B. Do not conceal or incorporate nonconforming Work without authorized disposition.
- C. Use or payment does not accept nonconforming Work.

1.06 MATERIAL CONTROL

- A. Provide new approved materials unless otherwise permitted; maintain traceability; and protect from damage, corrosion, contamination, weather, and improper storage.
- B. Follow manufacturer preservation requirements until acceptance.

PART 2 PART 2 – PRODUCTS - NOT USED

PART 3 PART 3 - EXECUTION

3.01 ADMINISTRATION

- A. Administer this Section in coordination with the Agreement, General Conditions, Supplementary Conditions, and related Division 01 Sections.
- B. Maintain complete, current, traceable records and submit documentation in the format and at the time required.
- C. Correct noncompliance promptly. Review, payment, observation, or failure to comment does not waive Contract requirements.

END OF SECTION

SECTION 01 42 16

ABBREVIATIONS, ACRONYMS, AND DEFINITIONS

PART 1 GENERAL

1.01 SUMMARY

A. Document Includes:

1. Abbreviations.
2. Acronyms.
3. Definitions.

1.02 DEFINITIONS

- **ACI:** American Concrete Institute.
- **ANSI:** American National Standards Institute.
- **ASTM:** American Society for Testing and Materials.
- **AWWA:** American Water Works Association.
- **Balanced Bid;** shall mean a Bid in which each of the unit prices and total amount bid for each of the listed items reasonably reflects the value of that item with regard to the entire job considering the prevailing cost of labor, material and equipment in the relevant market. A Bid is unbalanced when, in the opinion of the Owner, any unit prices or total amounts bid on any of the listed items do not reasonably reflect such values.
- **Contract Time;** shall mean the amount of consecutive calendar days as provided in the Contract Agreement for completion of the Project, to be computed from the date of the Notice to Proceed.
- **CMAR or Construction Manager at Risk;** shall mean the Construction Manager at Risk identified in the Owner-CMAR Agreement and its authorized representatives.
- **CRSI:** Concrete Reinforcing Steel Institute.
- **Deficiency;** shall refer to any component or part of a project that is stored, installed, operating, and/or occupied that does not comply with the requirements of the Contract Documents between the time of project acceptance and the end of the Warranty Period.
- **Design Consultant;** shall mean Wiedeman and Singleton, Inc. of Norcross, Georgia, acting for the Owner, or their duly authorized representative.
- **Design Engineer:** The engineer under whose direction the plans and specifications were prepared. Design Engineer shall be a Georgia Licensed Professional Engineer. The Design Engineer may also be the Design Consultant.
- **Developer:** Any person, firm, corporation, association or partnership or any agent thereof who undertakes or proposes to undertake the development of land so as to constitute a residential subdivision, apartment complex, condominium or commercial/industrial/ institutional establishment.
- **DFT:** Dry Film Thickness.

- **Diameter:** Nominal inside diameter of pipe excluding bituminous or epoxy bonded coating thickness.
- **DIP:** Ductile iron pipe.
- **Easement:** Non-profitable interest in land owned by another that entitles its holder to a specific limited use.
- **Engineer;** shall mean Wiedeman and Singleton, Inc., the professional engineering firm retained by the Owner to serve as the design engineer for the Project, including its duly authorized representatives acting within the scope of their delegated authority.
- **Final Completion;** shall be achieved when the Contract has been completed as a whole, the final deficiency list or work list has been completed, and the **Operation Test Period** has been successfully completed.
- **Force Main:** Piping, valves and other components of a single pressurized line used to convey raw water, potable water or sewage. A force main conveying potable water may have a limited number of service connections.
- **FMR:** Factory Mutual Research.
- **Furnish;** shall mean to supply and deliver to the jobsite, unload, inspect for damage.
- **Furnished by the Owner;** shall mean that the Owner shall pre-purchase specific products and have them delivered to a place mutually agreed upon by the supplier, the Owner and the Contractor, at no cost to the Contractor.
- **Georgia EPD:** State of Georgia, Department of Natural Resources, Environmental Protection Division.
- **GFI:** Ground Fault Interrupt.
- **GPM or (gpm):** Gallons per minute.
- **Gravity Sewer:** Piping and other components used to convey sanitary sewage in a non-pressurized system.
- **Inclement Weather:** is any weather event that delays or prevents the Contractor's work progress.
- **Install;** shall mean to unpack, assemble, erect, apply, place, finish, cure, protect, clean, and make ready for use.
 - Where the product is specifically identified as being furnished by the Owner under these Specifications, "Install" shall mean to take delivery of products pre-purchased by the Owner and shipped to the Owner at a place mutually agreed upon by the supplier, the Owner, and the Contractor, off-load and transport to the job site, store as necessary and install according to the Drawings and Specifications.
- **Liquidated Damages;** shall mean the sum defined in the Contract Agreement which the Bidder agrees to pay for each consecutive calendar day beyond the Contract Time or Contract Completion Date, required to complete the Project as a whole. Liquidated Damages will end upon written notification from the Owner of final acceptance of the Project.
- **NEC:** National Electrical Code, latest edition.
- **NEMA:** National Electrical Manufacturers' Association.

- **No. 57 Stone:** Class I embedment or backfill material consisting of manufactured aggregates (crushed stone) in accordance with ASTM D 2321-89 (Reapproved 1995) and ASTM D 487-00. Percent passing sieve sizes are as follows: 100% passes 1-1/2", < or 10% passes No. 4 and < 5% passes No. 200.
- **Notice to Proceed (NTP):** shall mean a written communication issued by the Owner under Section 00 55 00 authorizing Phase I Services, Early Work, or Phase II Construction Services, as applicable.
- **Operation Test Period;** shall mean the 30-day period beginning on the date of the substantial completion, after equipment has been started and tested by the manufacturer and supplier and in opinion of the Design Engineer can be operated by the Owner.
 - During this period the Owner shall operate and test the equipment, through the normal expected operational cycle of the equipment.
 - The Owner will not accept any equipment until the Operational Test period is successfully completed.
 - During this period the equipment shall operate as specified and detailed on the Plans, and Specifications.
 - The equipment shall operate without any deficiencies, failures and/or faults, which in the opinion of the Owner do not meet the requirements of the specifications.
 - If such deficiencies, failures and/or faults are noted, the Operation Test Period shall end, and the deficiencies shall be corrected by the Contractor at no cost the Owner.
 - The Operation Test Period shall be restarted after the deficiencies are corrected, and the Owner agrees to restart the test period.
 - The Operational Test Period shall not be completed or considered successful until the full 30 days have passed and in the opinion of the Owner the equipment meets the requirements of the Plans and Specifications.
 - When there are multiple equipment on a Project, the Operational Test Period for the Projected shall not be completed or considered successful until ALL equipment have completed their individual Operational Test Periods.
- **Owner;** shall mean the City of Cartersville, Georgia, party of the first part to the Contract Agreement (or the entity responsible for maintaining and operating the system as the case may be), or its authorized and legal representatives.
- **Pavement:** Any asphalt, concrete, gravel or dirt surface including curbs and sidewalks used by vehicles and/or pedestrians.
- **PCF or (pcf):** Pounds per cubic foot.
- **Plans:** shall refer to project drawings, Shop Drawings, specifications, and any other project documents.
- **Products;** shall mean new materials, machinery, components, equipment, fixtures and systems permanently incorporated into the Project, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.
- **Project;** shall mean the entire completed construction required to be furnished under the Contract

Documents. This includes all of the services specified, indicated, shown or contemplated by the Contract Documents, and furnishing by the contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plans, supplies, power, water, transportation and other things necessary to complete such services in accordance with the Contract Documents to insure a functional and complete contract.

- **Provide;** shall mean to furnish and install.
- **PSI or (psi):** Pounds per square inch.
- **PVC:** Polyvinyl chloride.
- **Rock:** Solid material being greater than one (1) cubic yard in size which by actual demonstration cannot, in the opinion of the Engineer, be reasonably excavated with a minimum 135 horsepower backhoe, in good condition and equipped with manufacturer's standard boom and rock points or similar approved equipment; and which must be systematically drilled and blasted or broken by power-operated hammer, hydraulic rock breaker or expansive compounds.
- **Rock Excavation:** Removal of solid material, as the above specifies, and does not necessarily correspond to "rock" as implied by the names of geologic formations.
- **Sanitary Sewer System:** Multiple pipes, manholes and other components that convey sewage and to which storm water, surface water and ground water are not intentionally admitted.
- **Satisfactorily Completed;** solely for the purposes of Official Code of Georgia Annotated (O.C.G.A). paragraph 13-10-20(b), shall mean the completion of all work, certifications and affidavits as required.
- **SCADA:** Supervisory Control and Data Acquisition system.
- **Service Connection:** Fitting(s) connecting a service line or lateral from a property (lot) to a water main or sewer main.
- **Service Line:** Pressurized pipe extending from a water main to a water meter or pressurized pipe extending from a water main to a fire hydrant.
- **Sewage:** The combination of water-carried wastes from residential housing, institutional facilities, and commercial and industrial complexes together with such groundwater, surface water, and storm water as may inadvertently be present.
- **Sewer:** A pipe or conduit that conveys sewage.
- **Sewer Main:** Sewer to which one or more laterals are connected.
- **Specifications:** Shall refer to the project specifications as prepared by the Design Engineer.
- **"Shop Drawing", "Submittal" and "Working Drawing"** shall mean the same. The shop drawing shall consist of those specially prepared detailed drawings, diagrams, schedules, procedure and methodology, performance curves, equipment fabrication and installation, masonry layout, bending diagrams for reinforcing steel, piping lay out, electrical lay out, mechanical lay out, templates, patterns, test reports, calculations, instructions, measurements, cut sheets, data sheets and other information which may be required for prosecution of the work, but which are not included in the Contract Drawings.
- **Submittal** shall mean the same as **Shop Drawing**.
- **Substantial Completion of the Work,** solely for the purposes of Official Code of Georgia

Annotated (O.C.G.A.) paragraph 13-10-20(c), shall be defined as occurring on the date of the written notification from the Engineer that the Project is ready for initiation of the operating test period for the total project.

- **Suitable Soil:** Soil that conforms to and as recommended by ASTM D 2321 and ASTM D 2487 and that is free of organic and/or deleterious material, expansive clay and rock fragments no larger than three (3”) inches.
- **UL:** Underwriters Laboratory.
- **Utility Contractor:** Georgia Licensed Utility Contractor in accordance with the Official Code of Georgia, Chapter 43.
- **Water Distribution System:** Pressurized pipes, valves and other components that convey potable water.
- **Water Main:** Pressurized pipe used to convey potable water from a force main to a service line.
- **Work** shall mean the same as **Project**.
- Working Drawing shall mean the same as Shop Drawing.
- **WPCP:** Water Pollution Control Plant.
- **WTP:** Water Treatment Plant.
- **WRF:** Water Reclamation Facility.
- **WWTP:** Wastewater Treatment Plant.

END OF SECTION

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes: Temporary systems, security, site logistics, and plant continuity.
- B. Related Documents: Drawings, Owner-CMAR Agreement, General Conditions, Supplementary Conditions, and other Division 01 Sections apply to this Section.

1.02 REFERENCES AND DEFINITIONS

- A. Contract terms have meanings assigned in the Owner-CMAR Agreement, General Conditions, and related Sections.
- B. Where requirements conflict, follow the order of precedence in Section 00 52 43 and Section 00 73 00.

1.03 GENERAL

- A. Provide and maintain temporary utilities, facilities, access, protection, security, sanitation, communications, power, lighting, ventilation, water, drainage, and controls required for safe and complete Work.
- B. Coordinate temporary systems with plant operations and do not impair treatment, required redundancy, emergency access, or permitted discharge.

1.04 SITE LOGISTICS

- A. Submit plans for access, traffic, deliveries, cranes, laydown, trailers, fencing, security, utilities, fire protection, erosion control, public interface, and emergency routes.
- B. Maintain clean safe access and remove debris regularly.

1.05 PLANT CONTINUITY AND SHUTDOWNS

- A. Submit a continuity plan identifying process constraints, temporary facilities, bypass, tie-ins, testing, failure contingency, and restoration.
- B. For each shutdown, identify scope, duration, prerequisites, isolations, staffing, communications, contingency, testing, and return-to-service criteria.
- C. Do not begin a shutdown without written approval and confirmation that prerequisites are complete.

1.06 PROTECTION AND REMOVAL

- A. Protect existing facilities, utilities, equipment, instrumentation, controls, surfaces, and environmental resources.
- B. Remove temporary facilities when no longer required and restore affected areas.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 ADMINISTRATION

- A. Administer this Section in coordination with the Agreement, General Conditions, Supplementary Conditions, and related Division 01 Sections.
- B. Maintain complete, current, traceable records and submit documentation in the format and at the time required.
- C. Correct noncompliance promptly. Review, payment, observation, or failure to comment does not waive Contract requirements.

END OF SECTION

SECTION 01 77 00
CLOSEOUT PROCEDURES

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes: Substantial Completion, Final Completion, and turnover.
- B. Related Documents: Drawings, Owner-CMAR Agreement, General Conditions, Supplementary Conditions, and other Division 01 Sections apply to this Section.

1.02 REFERENCES AND DEFINITIONS

- A. Contract terms have meanings assigned in the Owner-CMAR Agreement, General Conditions, and related Sections.
- B. Where requirements conflict, follow the order of precedence in Section 00 52 43 and Section 00 73 00.

1.03 SUBSTANTIAL COMPLETION

- A. Submit written request, proposed punch list, operating-readiness records, testing status, permits, training status, and allocation of security, utilities, maintenance, insurance, and remaining Work.
- B. Owner and Engineer will inspect. CMAR shall correct items preventing intended beneficial use and complete the final punch list by the required date.
- C. Partial use does not accept nonconforming Work or waive remaining obligations.

1.04 FINAL COMPLETION

- A. Complete punch list, tests, training, permits, record documents, O&M data, warranties, spares, tools, software, licenses, backups, releases, affidavits, surety consent, and cost reconciliation.
- B. Submit final application only after all required closeout items are accepted.

1.05 FINAL CLEANING AND RESTORATION

- A. Remove temporary items, waste, stains, labels not required, and debris; clean equipment and surfaces; restore roads, landscaping, drainage, and disturbed areas.
- B. Final payment does not waive latent defects, fraud, warranties, indemnity, audit, unresolved claims, or surviving obligations.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 ADMINISTRATION

- A. Administer this Section in coordination with the Agreement, General Conditions, Supplementary Conditions, and related Division 01 Sections.
- B. Maintain complete, current, traceable records and submit documentation in the format and at the time required.
- C. Correct noncompliance promptly. Review, payment, observation, or failure to comment does not waive Contract requirements.

END OF SECTION

SECTION 01 78 23

OPERATION AND MAINTENANCE DATA

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes: O&M manuals, asset data, warranties, and spares.
- B. Related Documents: Drawings, Owner-CMAR Agreement, General Conditions, Supplementary Conditions, and other Division 01 Sections apply to this Section.

1.02 REFERENCES AND DEFINITIONS

- A. Contract terms have meanings assigned in the Owner-CMAR Agreement, General Conditions, and related Sections.
- B. Where requirements conflict, follow the order of precedence in Section 00 52 43 and Section 00 73 00.

1.03 MANUAL ORGANIZATION

- A. Provide searchable, bookmarked, project-specific electronic manuals organized by system, equipment, and specification section.
- B. Include approved product data, operating descriptions, startup and shutdown, controls, alarms, troubleshooting, preventive maintenance, lubrication, parts, suppliers, warranties, safety, and emergency procedures.
- C. Remove generic material not applicable to installed equipment and identify final model, serial number, settings, and options.

1.04 ASSET DATA AND WARRANTIES

- A. Provide Owner-required asset data including tag, location, manufacturer, model, serial number, capacity, motor, power, warranty dates, supplier, spares, and maintenance intervals.
- B. Provide executed warranties, service contacts, exclusions, and procedures. Correct warranty start dates for stored or early-purchased equipment as required.

1.05 SPARES AND SPECIAL TOOLS

- A. Deliver, inventory, label, protect, and obtain Owner receipt for required spares, consumables, and special tools.
- B. Provide storage recommendations and shelf-life information.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 ADMINISTRATION

- A. Administer this Section in coordination with the Agreement, General Conditions, Supplementary Conditions, and related Division 01 Sections.
- B. Maintain complete, current, traceable records and submit documentation in the format and at the time required.
- C. Correct noncompliance promptly. Review, payment, observation, or failure to comment does not waive Contract requirements.

END OF SECTION

SECTION 01 78 39

PROJECT RECORD DOCUMENTS

PART 1 PART 1 - GENERAL

1.01 SUMMARY

- A. Maintain accurate records of design development, decisions, pricing, schedules, procurement, construction changes, installed conditions, testing, and final Work.
- B. This Section supplements the conventional construction record-document requirements with CMAR Phase I records.

1.02 RESPONSIBILITY

- A. Assign one qualified individual to manage Record Documents.
- B. Coordinate records among CMAR, Subcontractors, suppliers, Engineer, and commissioning providers.
- C. Update records contemporaneously and not solely at closeout.

1.03 PHASE I RECORDS

- A. Preconstruction Management Plan.
- B. Meeting minutes.
- C. Action Item Log.
- D. Decision Log.
- E. Design Evolution Log.
- F. Cost and Schedule Trend Log.
- G. Cost Models.
- H. Estimate reconciliations.
- I. Risk Register.
- J. Constructability Review Logs.
- K. Procurement and Buyout Plan.
- L. Bid records and scope leveling.
- M. Long-Lead Procurement Log.
- N. Project Schedule and updates.
- O. Maintenance of Plant Operations Plan.
- P. Shutdown and Tie-In Matrix.

Q. Quality, safety, environmental, and commissioning plans.

R. Construction Price Proposals and supporting records.

1.04 DESIGN EVOLUTION LOG

A. Record each material design or scope development item.

B. Include:

1. Unique number.
2. Date identified.
3. Drawing or Specification reference.
4. Description of prior condition.
5. Description of proposed condition.
6. Reason for development or change.
7. Alternatives evaluated.
8. Owner decision.
9. Cost effect.
10. Schedule effect.
11. Risk effect.
12. Required document revision.
13. Status and closure date.

1.05 COST AND SCHEDULE TREND LOG

A. Track positive and negative cost and schedule changes against the accepted Cost Model and Project Schedule.

B. Include:

1. Trend number.
2. Description.
3. Source.
4. Date identified.
5. Estimated cost range.
6. Estimated schedule effect.
7. Affected budget or schedule activity.
8. Mitigation.
9. Owner decision.

10. Approved or rejected status.
11. Incorporation into the Cost Model.
12. Closure date.

1.06 CONSTRUCTION RECORD DOCUMENTS

A. Maintain current marked copies of:

1. Drawings.
2. Specifications.
3. Addenda.
4. Modifications.
5. Field Orders.
6. Requests for Information.
7. Clarifications.
8. Reviewed submittals.
9. Test records.
10. Commissioning records.
11. Equipment data.
12. Operation and Maintenance data.

B. Record:

1. Actual products and equipment installed.
2. Manufacturer and model information.
3. Approved substitutions.
4. Concealed conditions.
5. Underground utilities.
6. Field changes.
7. Actual routing and elevations.
8. Tie-in locations.
9. Control and instrumentation revisions.
10. Electrical circuit and panel changes.
11. Final set points and configurations.
12. Abandoned utilities remaining in place.

1.07 ELECTRONIC FORMAT

- A. Submit bookmarked and searchable PDF files along editable native files for logs, schedules, estimates, and databases.
- B. Submit record drawings in PDF and native design-file format available to CMAR.
- C. Use file names, revision dates, and document-control metadata consistent with the approved document-management protocol.

1.08 PERIODIC REVIEW

- A. Provide records for Engineer and Owner review monthly and with each Application for Payment.
- B. Correct deficiencies identified during review.
- C. Payment may be withheld for materially incomplete Record Documents.

PART 2 PRODUCTS

2.01 RECORD DOCUMENT SET

- A. Maintain one secured working Record Document set.
- B. Protect against loss, damage, deterioration, and unauthorized alteration.
- C. Replace lost or damaged records at CMAR expense.

PART 3 EXECUTION

3.01 FINAL SUBMITTAL

- A. Submit preliminary Record Documents before Substantial Completion.
- B. Submit corrected final Record Documents before Final Payment.
- C. Final submission shall include:
 - 1. Complete Phase I records.
 - 2. Final record Drawings and Specifications.
 - 3. Final Design Evolution Log.
 - 4. Final Cost and Schedule Trend Log.
 - 5. Final Risk Register.
 - 6. Final procurement records.
 - 7. Final Project Schedule.
 - 8. Testing and commissioning records.
 - 9. Required surveys.
 - 10. Final Operation and Maintenance data.

11. Written certification that the records are complete and accurately reflect the Work to the best of CMAR's knowledge.

END OF SECTION

SECTION 01 79 00

DEMONSTRATION AND TRAINING

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes: Operator training and demonstrations.
- B. Related Documents: Drawings, Owner-CMAR Agreement, General Conditions, Supplementary Conditions, and other Division 01 Sections apply to this Section.

1.02 REFERENCES AND DEFINITIONS

- A. Contract terms have meanings assigned in the Owner-CMAR Agreement, General Conditions, and related Sections.
- B. Where requirements conflict, follow the order of precedence in Section 00 52 43 and Section 00 73 00.

1.03 TRAINING PLAN

- A. Submit topics, objectives, instructor qualifications, prerequisites, duration, schedule, location, equipment status, materials, and attendance method.
- B. Coordinate training after systems are functional, after successful completion of applicable testing and commissioning activities, and before Owner assumes operation unless otherwise approved.

1.04 INSTRUCTION

- A. Use qualified manufacturer representatives and project-specific operation and maintenance manuals submitted in accordance with Section 01 78 23 Operation and Maintenance Data.
- B. Cover safety, normal operation, startup, shutdown, emergency procedures, controls, alarms, troubleshooting, maintenance, calibration, parts, warranty, and recordkeeping.
- C. Provide classroom and hands-on instruction and repeat sessions when required for multiple shifts.

1.05 DOCUMENTATION

- A. Provide agendas, presentation materials, attendance records, instructor credentials, training questions and responses, and video recordings when required.
- B. Training does not replace correction, testing, commissioning, or warranty obligations.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.01 ADMINISTRATION

- A. Administer this Section in coordination with the Agreement, General Conditions, Supplementary Conditions, and related Division 01 Sections.
- B. Maintain complete, current, traceable records and submit documentation in the format and at the time required.
- C. Correct noncompliance promptly. Review, payment, observation, or failure to comment does not waive Contract requirements.

END OF SECTION

SECTION 01 91 13

GENERAL COMMISSIONING REQUIREMENTS

PART 1 PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes: Commissioning, startup, integrated testing, and performance demonstration.
- B. Related Documents: Drawings, Owner-CMAR Agreement, General Conditions, Supplementary Conditions, and other Division 01 Sections apply to this Section.

1.02 REFERENCES AND DEFINITIONS

- A. Contract terms have meanings assigned in the Owner-CMAR Agreement, General Conditions, and related Sections.
- B. Where requirements conflict, follow the order of precedence in Section 00 52 43 and Section 00 73 00.

1.03 COMMISSIONING MANAGEMENT

- A. Develop a commissioning plan identifying systems, responsibilities, prerequisites, documentation, test procedures, sequence, acceptance criteria, deficiencies, training, seasonal testing, and turnover.
- B. Coordinate commissioning requirements during design, procurement, submittals, construction, and scheduling in accordance with Section 01 32 16 Construction Progress Schedule.

1.04 STARTUP AND TESTING

- A. Complete installation checks, manufacturer startup, calibration, point-to-point checks, loop checks, functional testing, integrated controls testing, alarm testing, failure-mode testing, standby power testing, and process performance demonstrations as applicable.
- B. Do not begin a test until prerequisites, safety controls, temporary systems, instruments, utilities, personnel, and approved procedure are in place.
- C. Correct deficiencies and repeat failed tests without additional cost when failure is attributable to CMAR.

1.05 PERFORMANCE DEMONSTRATION

- A. The applicable Phase II Construction Price Amendment shall identify required duration, loading, capacity, reliability, redundancy, energy, noise, odor, and other performance criteria.
- B. Provide complete test data, calibrated instrument records, operator logs, exception reports, and acceptance certification.

1.06 TURNOVER

- A. Complete training in accordance with Section 01 79 00 Demonstration and Training, O&M data, asset data, warranties, spares, tools, software, backups, final settings, and deficiency closure before final acceptance unless otherwise approved.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 ADMINISTRATION

- A. Administer this Section in coordination with the Agreement, General Conditions, Supplementary Conditions, and related Division 01 Sections.
- B. Maintain complete, current, traceable records and submit documentation in the format and at the time required.
- C. Correct noncompliance promptly. Review, payment, observation, or failure to comment does not waive Contract requirements.

END OF SECTION

APPENDIX A

**WATER TREATMENT PLANT CHEMICAL
FEED AND CONTROL BUILDING UPGRADES
PLANNED IMPROVEMENTS**

WATER TREATMENT PLANT CHEMICAL FEED
AND CONTROL BUILDING UPGRADES
PLANNED IMPROVEMENTS

FOR
CITY OF CARTERSVILLE, GEORGIA



WIEDEMAN AND SINGLETON, INC.
Civil and Environmental Engineers

SEPTEMBER 2026

1. INTRODUCTION

This Appendix provides a planning-level description of the anticipated Project scope for use in preparing CMAR proposals. The scope, quantities, capacities, equipment arrangements, sequencing, and other requirements described herein are preliminary and remain subject to refinement during preconstruction, design development, permitting, and coordination with the Owner. The final Contract Documents will govern the Work.

BACKGROUND

The Cartersville Water Treatment Plant was originally constructed in 1969 and was expanded in 1974, 1990, and 2000. A separate Phase I project is currently under construction to increase basin and filter capacity and provide other plant improvements. That work includes new and rehabilitated flocculation and sedimentation basins, a new filter building, rehabilitation of the plant drain pump station, electrical improvements including two new standby generators, and various civil and site improvements, including a new entrance driveway connecting to U.S. Highway 41.

The water treatment plant withdraws raw water from Lake Allatoona and is currently permitted by the Georgia Environmental Protection Division to operate at a maximum daily capacity of 27 million gallons per day (MGD). The approved expansion plan increases the plant's treatment capacity to 37 MGD based on a filtration rate of 6.0 gallons per minute per square foot (gpm/ft²).

AVAILABLE PROJECT INFORMATION

The information provided in this Appendix is intended to describe the anticipated Project requirements at the current stage of development. The Project design is approximately fifty percent (50%) complete as of issuance of this Request for Proposals. Additional design development, geotechnical investigations, utility investigations, engineering analysis, constructability reviews, and coordination activities are anticipated during Phase I Preconstruction Services. The Engineer anticipates issuing additional design packages to the selected CMAR as design development progresses.

PROPOSED PROJECT SCOPE

The proposed Project generally consists of the following major improvements at the Cartersville Water Treatment Plant:

- Demolish the existing thickener tank and construct a new Chemical Feed Building at the same location,
- Construct all new chemical feed systems,
- Remove existing chemical feed storage and feed systems,
- Improve the existing Control Building (architectural, structural, electrical, instrumentation, and controls), and
- Improve site access.

2. CHEMICAL FEED SYSTEMS UPGRADES

New chemical feed piping will be installed between the new Chemical Feed Building and the existing application points, including the Raw Water Venturi Meter Vault, the primary and alternate post-filter application points, and the auxiliary application points above the filters.

NEW CHEMICAL FEED BUILDING

As shown in the attached Figures 001 to 007, the proposed building will have two (2) main levels. The operating floor will be accessible from the plant main driveway, and will include the chemical delivery truck unloading areas, sodium hypochlorite generators, electrical room, and access to the top of the bulk chemical tanks. The lower level will house all the chemical transfer and feed pumps. All chemicals will be isolated for chemical containment and ventilation.

PROPOSED CHEMICAL FEED SYSTEMS

The intent is to replace all existing chemical feed storage and feed systems with the following.

- Aluminum Sulfate (Alum) for coagulation
- Calcium Hydroxide (Lime) for pH control
- Sodium Hypochlorite (Chlorine) for disinfection
- Orthophosphate Solution (Phosphate) as corrosion inhibitor
- Hydrofluorosilicic Acid (Fluoride) to meet the regulatory fluoride feed limits
- Activated Carbon Slurry (Carbon) for taste and odor control

Except where a different basis is specifically stated below, bulk chemical storage will generally be sized for approximately 30 days of operation, and day tanks will generally provide a minimum of 12 hours of operating capacity.

Aluminum Sulfate (Alum)

Alum is received through bulk delivery at ~50% aluminum sulfate. The intent is to maintain the existing feed rates and concentrations.

Storage:

- Two (2) Bulk Storage Tanks
 - Volume: 16,450 gallons each (Total: 32,900 gallons)
 - Dimensions: 12' Ø x 20' tall
 - Material: FRP
- One (1) Day Tank
 - Volume: 610 gallons
 - Material: FRP or HDPE

Transfer Pumps:

- Three (3) Pumps
 - One (1) installed duty
 - One (1) installed stand-by
 - One (1) shelf spare

Feed Pumps:

- Pump Skid with Two (2) metering pumps,
 - One (1) duty
 - One (1) installed stand-by
 - Pump Type: Diaphragm pumps
- Feed Rate Range: 5.0 gph to 50 gph (10:1 Turndown ratio)
- Feed Point: Raw Water Venturi Meter Vault

Calcium Hydroxide (Liquid Lime)

Lime will be delivered as a 30-percent slurry and diluted before bulk storage and dosing. The final design concentration will be established during design development; the current planning basis is a diluted concentration of either 20 percent or 16 percent.

Storage:

- Two (2) Bulk Storage Tanks
 - Volume: 19,880 gallons each (Total: 39,760 gallons)
 - One tank will be used to store 30% Lime, and the other tank will be used to store diluted lime 20% (or 16%)
 - Dimensions: 12' Ø x 24' tall
 - Material: Painted Steel

Feed Pumps:

- Pump Skid with three (3) metering pumps,
 - Two (2) duty
 - One (1) installed stand-by
 - Pump Type: Hose pumps
- Feed Rate Range: 2.0 gph to 120 gph (60:1 Turndown ratio)
- Feed Points:
 - Pre-Lime: Raw Water Venturi Meter Vault
 - Post-Lime: Post Filters application points

Sodium Hypochlorite (NaOCl)

The proposed on-site sodium hypochlorite generation, storage, and feed facilities will replace the existing chlorine-gas disinfection system. The primary operating mode will generate a 0.8-percent sodium hypochlorite solution on site using delivered sodium chloride and sodium hypochlorite generators. As a backup operating mode, the plant may receive 12.5-percent sodium hypochlorite and dilute it to 0.8 percent before dosing.

For this 0.8% solution, the bulk storage capacity will be set for 5 days for a plant flow rate of 27.0 MGD. The proposed day tank storage is sized for 12 hours of feeding at 37.0 MGD plant flow rate.

Generators:

- Two (2) units (1 duty, 1 stand-by) with each unit rated at 1,000 ppd each.

Storage:

- One (1) Brine Tank
 - Volume: 8,500 gallons
 - Dimensions: 10' Ø x 15' h
 - Material: FRP
- Three (3) Product Storage Tanks
 - Volume: 14,800 gallons each (Total: 44,400 gallons)
 - Dimensions: 12' Ø x 18' h
 - Material: FRP

Transfer Pumps:

- Three (3) Pumps

- One (1) installed duty
- One (1) installed stand-by
- One (1) shelf spare
- Pump Type: Hose Pumps

Feed Pumps:

- Five (5) Pumps
 - One (1) installed duty for pre-basins
 - One (1) installed duty for auxiliary feed points
 - One (1) installed duty for the post filters
 - One (1) installed backup, piped to the post feed point
 - One (1) shelf spare
 - Pump Type: Hose Pumps
- Feed Rate Range:
 - Venturi Vault: 15.0 gph to 150 gph (10:1 Turndown ratio)
 - Post Filter/Aux: 60 gph to 600 gph (10:1 Turndown ratio)
- Feed Points:
 - Raw Water Venturi Meter Vault
 - Auxiliary above Filters
 - Post Filters application points

Phosphate

Phosphate is historically received as Aquadene SK-7103 (81% active PO₄, as solid salt) in 5 gallon buckets, and mixed with water in a mixing tank before application. The plan is to switch to bulk deliveries of pre-made liquid solution. The closest in composition is identified as Aquadene SK-7641 (32% active PO₄, as liquid).

Storage:

- One (1) Bulk Storage Tank
 - Volume: 5,500 gallons
 - Material: FRP
- One (1) Day Tank
 - Volume: 50 gallons
 - Material: FRP or HDPE

Transfer Pumps:

- Three (3) Pumps
 - One (1) installed duty
 - One (1) installed stand-by
 - One (1) shelf spare

Feed Pumps:

- Pump Skid with Two (2) metering pumps,
 - One (1) duty
 - One (1) installed stand-by
 - Pump Type: Hose pumps
- Feed Rate Range: 0.3 gph to 3.0 gph (10:1 Turndown ratio)

- Feed Point: Post Filters application points

Hydrofluorosilicic Acid (HFS) (Fluoride)

Cartersville WTP has historically utilized both Hydrofluorosilicic acid (aka Fluorosilicic acid, HFS) and Sodium Fluorosilicate (SSF) salt to meet fluoride demands. Going forward, these demands will be met only by HFS. It will continue to be received via bulk delivery at 23% HFS concentration (~18.3% F).

Storage:

- One (1) Bulk Storage Tank
 - Volume: 5,500 gallons
 - Material: FRP or HDPE
- One (1) Day Tank
 - Volume: 82 gallons
 - Material: FRP or HDPE

Transfer Pumps:

- Three (3) Pumps
 - One (1) installed duty
 - One (1) installed stand-by
 - One (1) shelf spare

Feed Pumps:

- Pump Skid with Two (2) metering pumps,
 - One (1) duty
 - One (1) installed stand-by
 - Pump Type: Hose pumps
- Feed Rate Range: 0.6 gph to 6.0 gph (10:1 Turndown ratio)
- Feed Point: Post Filters application points

Carbon

Activated carbon slurry will be delivered at a 20-percent concentration in 275-gallon totes and metered directly from the totes because of its infrequent use. Each tote-feed arrangement will include a means of maintaining the slurry in suspension, such as recirculation or mechanical mixing, as established during design development.

Storage:

- Delivered in 275-gallon storage totes

Feed Pumps:

- Pump Skid with Two (2) metering pumps,
 - One (1) duty
 - One (1) installed stand-by
 - Pump Type: Diaphragm pumps
- Feed Rate Range: 0.5 gph to 5.0 gph (10:1 Turndown ratio)
- Feed Point: Raw Water Venturi Meter Vault

3. CONTROL BUILDING UPGRADES

SCOPE OF WORK

The current planning-level scope for renovation of the approximately 11,000-square-foot existing Control Building includes the following:

Exterior

- Add windows to the Second and Third floor.
- Removal of concrete canopy and concrete surround at First Floor entry elevation and infill of masonry at former First Floor entry.
- Exterior brick to be cleaned, replaced (as required), and repointed.
- Existing roof to be replaced, including skylights and curbs.
- Add a new main entrance to the west side of the building.

Interior

- Replace all existing interior and exterior doors and windows.
- Remove and replace all existing tile flooring.
- Demolish existing chemical feed systems, pipes, and appurtenances.
- Replace all existing ACT lay-in ceiling, and add new ACT lay-in ceiling in the third floor.
- Replace all existing glazed block with new wall finishes on the first, second, and third floors.
- Replace existing freight elevator with an interior passenger elevator.
- Reconfigure and redesign the existing stairwell that extends from the basement level to the third floor.
- Convert the third floor into an operations area that includes a new control room, chemical laboratory, offices, break room, and restrooms.
- Convert the second floor into an office area that includes a new conference room, offices, locker room, and restrooms with showers.

4. EXISTING CHLORINE BUILDING

SCOPE OF WORK

Remove the existing chlorine-feed equipment and systems and convert the existing two-story building into a maintenance and storage building. Rehabilitate the building with new finishes, doors, and roofing.

5. SCHEDULE AND PHASING

To maintain continuous water treatment plant operation during construction, the Work is anticipated to be generally sequenced as follows:

PHASE I - EARLY WORK PACKAGE

The CMAR will support development of the Early Work Package through constructability review, cost estimating, scheduling, procurement planning, bid-package development, and coordination of long-lead equipment. Procurement and construction activities may proceed only after authorization by the Owner

and in accordance with the executed Agreement, applicable amendments, and approved Contract Documents.

Phase I is anticipated to proceed following the Owner's authorization and will include the following:

- Solicitation of proposals from vendors for;
 - Sodium Hypochlorite On-Site Generation
 - Liquid Lime System
 - Bulk Chemical Tanks
 - Chemical Feed and Transfer Pumps
 - SCADA and Controls Integrator
- Demolition of the existing thickener
- Design and installation of shoring for construction of the new chemical feed building
- Associated site civil, electrical, instrumentation, and controls improvements.

PHASE II – CONSTRUCTION PHASE

Phase II is anticipated to proceed following completion of the applicable design, permitting, pricing, and Owner-authorization requirements and will include the following:

- Construct the new Chemical Feed Building; complete installation, startup, and testing of the new chemical-feed systems; and complete related site improvements required for chemical-delivery truck access.
- Establish temporary control room, lab, and office space outside the existing control building.
- Remove all existing chemical feed systems inside and adjacent to the existing control building and chlorine building.
- Complete all upgrades of the control building
- All required site civil, electrical, instrumentation, and controls improvements.

The CMAR will coordinate the detailed construction sequence, temporary facilities, shutdowns, tie-ins, testing, startup, commissioning, and transition activities with the Owner and Engineer. Proposed sequencing must maintain required plant operations and will be subject to Owner approval and the requirements of the final Contract Documents.