

City of Cartersville, Georgia

CARPENTRY & MASONRY

PROPOSAL FORM

TO: Tom Gilliam (Goodyear Clubhouse Renovation)
CITY OF CARTERSVILLE PARKS & RECREATION DEPARTMENT
P O BOX 1390
CARTERSVILLE GA 30120-1390

PROPOSERS:

IN ACCORDANCE WITH REQUIREMENTS OF YOUR INVITATION TO PROPOSAL, INSTRUCTIONS TO PROPOSERS, AND PROJECT SPECIFICATION, AND SUBJECT TO THE CONDITIONS THEREOF, I, THE UNDERSIGNED, HEREBY PROPOSE TO PROVIDE THE GOODYEAR CLUBHOUSE RENOVATION FOR MONETARY CONSIDERATIONS.

A. LUMP SUM PROPOSAL PRICE FOR WORK SCOPE ITEMS, LISTED HEREIN, FOR ANY OR ALL OF THE PROJECTS LISTED UNDER SCOPE OF WORK AND PROJECT SPECIFICATIONS

\$ 68,735.00

PROPOSERS: Epoch Designs and Consulting, LLC BY: Joshua Jacobs
TITLE: Owner / CEO SIGNATURE: Josh Jacobs
ADDRESS: 19 Woodvine Drive SW
Euharlee, GA 30120
PHONE NUMBER: 770-608-9789

Contract Agreement
CARPENTRY & MASONRY

This Contract Agreement made and entered into on the 30 day of April, 2021, by and between the CITY OF CARTERSVILLE, party of the first part (hereinafter called the "Owner"), and Epoch Designs & Consulting, party of the second part, (herein called the "Contractor").

Witnesseth:

That the Contractor, for the consideration hereinafter fully set out, hereby agrees with the Owner as follows:

That the Contractor will furnish all products, tools, construction equipment, skill labor of every description necessary to carry out and to complete in a good, firm, substantial workmanlike manner for the carpentry and masonry work at the Goodyear Clubhouse and will complete work in strict conformity with the Specifications, together with the foregoing Proposal made by the Contractor, the Invitation to Proposal, Instructions to Proposers, Project Specifications and Proposal Form and all hereto incorporated (if applicable) which form essential parts of this Contract Agreement, as if fully contained herein.

That the Contractor shall commence the Work to be performed under this Contract Agreement on a date to be specified in a written Notice to Proceed and shall fully complete all work hereunder within three (3) weeks of the agreed upon start date. Time is of the essence and is an essential element of this Contract, and the Contractor may be subject to pay the Owner, not as a penalty, but as liquidated damages, the sum of \$250.00 for each calendar day that there is default of completing the Work within the time limit named herein. If the Contractor abandons the Contract before commencement of the Work or defaults in completion of all the Work after commencement thereof, the Contractor shall be liable for such liquidated damages. These fixed liquidated damages are not established as a penalty but are calculated and agreed upon in advance by the Owner and the Contractor due to the uncertainty and impossibility of deciding as to the actual and consequential damages incurred by the Owner and the public of City of Cartersville, Georgia because of the failure on the part of the Contractor to complete the work on time. Such liquidated damages referred to herein are intended to be and are cumulative and shall be in addition to every other remedy now or hereafter enforceable at law, in equity, by statute, or under the Contract.

The Owner hereby agrees to pay the Contractor for the faithful performance of this Contract Agreement, subject to additions and deductions as provided in the Specifications and Proposal, in lawful money of the United States of America, the sum Sixty eight thousand seven hundred thirty five and ⁰⁰/₁₀₀ which sum shall also pay for loss or damage arising out of the nature of the Work aforesaid, or from the action of the elements, or from unforeseen, or from the action of the elements, or from unforeseen obstructions or difficulties encountered in the prosecution of the Work, and for all expenses incurred by, or in consequence of the Work, its suspension or discontinuance and for well and faithfully completing the Work and the whole thereof, as herein provided, and for replacing defective work or products for a period of two -(2) years after completion.

The Owner shall make payments to the Contractor in accordance with the provisions of the Contract Documents.

Final payment on account of this Contract Agreement shall be made within thirty – (30) days after the completion by the Contractor of all work covered by this Contract Agreement and the acceptance of such work by the Owner, in accordance with the provisions of the Contract Documents.

IN WITNESS WHEREOF, the parties hereto executed this Contract Agreement under their respective seals on the day and date first above written.

OWNER: City of Cartersville, Georgia

By: _____
Matthew J. Santini

Title: Mayor

WITNESS: By: _____ (SEAL)
Julia Drake
Title: City Clerk

CONTRACTOR: Epoch Designs & Consulting LLC

By: Josh Jacobs
Name: Joshua A. Jacobs
(Please Print)

Title: Owner / CEO

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 30th DAY OF April, 2021

Lisa C. Jenkins
Notary Public
My Commission Expires: 9/19/24



CONTRACTOR/VENDOR 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.

1677340
EEV/Basic Pilot Program* User Identification Number

[Signature]
BY: Authorized Officer or Agent
(Contractor Name)

4/30/21
Date

Epoch Designs and Consulting, LLC Owner / CEO
Contractor/Entity Name Title of Authorized Officer or Agent of Contractor

19 Woodvine Drive SW Euharlee, GA 30120
Contractor Address

Joshua Jacobs
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
30th DAY OF April, 2021
[Signature]
Notary Public
My Commission Expires:
09/22/2024

MORGAN PHILLIBER
NOTARY PUBLIC
BARTOW COUNTY, GEORGIA
My Commission Expires
09/22/2024

* 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).