

City of Cartersville, Georgia

Kitchen Appliances 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

\$ 12,173.37

Strategis will deliver, uncrate & set in place.

Final Connections by others

Priming Good for 60 Days

PROPOSERS: Strategis Equipment BY: Ronnie Flowers

TITLE: Ronnie Flowers SIGNATURE: Estimator

NO SALES TAX Excluded

ADDRESS: 1747 Oakhaven Dr.

Albany GA 31701

PHONE NUMBER: 229-903-3692

EMAIL: ronnie.flowers@trimarkusa.com

Contract Agreement

KITCHEN APPLIANCES

This Contract Agreement made and entered into on the _____ day of _____, 2021, by and between the CITY OF CARTERSVILLE, party of the first part (hereinafter called the "Owner"), and Strategic Equipment LLC, party of the second part, (herein called the "Vendor").

Witnesseth:

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

That the Vendor will deliver all products, at the Goodyear Clubhouse in strict conformity with the Specifications, together with the foregoing Proposal made by the Vendor, 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.

Time is of the essence and is an essential element of this Contract, and the Vendor 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. These fixed liquidated damages are not established as a penalty but are calculated and agreed upon in advance by the Owner and the Vendor due to the uncertainty and impossibility of deciding as to the actual and consequential damages incurred by the Owner and the general public of City of Cartersville, Georgia. 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 Vendor 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 _____ (\$12,173.37). 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 delivery date 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:

Strategic Equipment LLC

By: Ronnie Flowers

Name: Ronnie Flowers
(Please Print)

Title: Estimator - Contract Sales

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 29th DAY OF April 2021

Denise Paul Chatman
Notary Public

My Commission Expires: 02/20/24



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.

355 314
EEV/Basic Pilot Program* User Identification Number

Strategic Equipment LLC
BY: Authorized Officer or Agent
(Contractor Name)

4-29-21
Date

Strategic Equipment LLC Estimator
Contractor/Entity Name Title of Authorized Officer or Agent of Contractor

1747 Oakhaven Dr. Albany GA 31701
Contractor Address

Ronnie Flowers
Printed Name of Authorized Officer or Agent

Ronnie Flowers

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE 29th DAY OF April 2021

Denise Ann Chatham
Notary Public
My Commission Expires: 02/20/24



* 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).