

# City of Cartersville, Georgia

## CONCRETE SLAB 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.

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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

\$ 9,750 \_\_\_\_\_

B. Alternate Price #2 (Exterior Flat Work – Addendum #1)

\$ 13,300 \_\_\_\_\_

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PROPOSERS: Rick B General Contractors LLC BY: Rick Borowiec

TITLE: President

SIGNATURE: 

ADDRESS: 1459 Field Park Circle, Marietta, GA 30066

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PHONE NUMBER: Office 404-692-4568 Cell 404-966-7416

rick@rickbgc.com

## Contract Agreement

### CONCRETE SLAB

This Contract Agreement made and entered into on the 27<sup>th</sup> day of April, 2021, by and between the CITY OF CARTERSVILLE, party of the first part (hereinafter called the "Owner"), and Rick B General Contractors LLC, 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 concrete grind & finish 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 general public of City of Cartersville, Georgia as a result 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 **Twenty Three Thousand and Fifty Dollars (\$23,050.00)** 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:** \_\_\_\_\_ Rick B General Contractors LLC

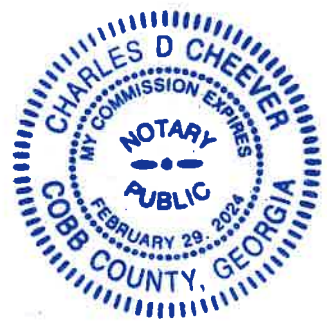
By: \_\_\_\_\_  
*[Signature]*

Name: Richard Borowiec  
(Please Print)

Title: President

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 27 DAY OF APRIL, 2021

\_\_\_\_\_  
Notary Public  
My Commission Expires: FEB 29 2024



**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.

1279566  
EEV/Basic Pilot Program\* User Identification Number

Rick Borowiec  
BY: Authorized Officer or Agent  
(Contractor Name)

4/14/21  
Date

Rick B General Contractors LLC  
Contractor/Entity Name

President  
Title of Authorized Officer or Agent of Contractor

1459 Field Park Circle, Marietta, GA 30066  
Contractor Address

Rick Borowiec  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
14 DAY OF APRIL, 2021

[Signature]

Notary Public  
My Commission Expires:  
FEB 29 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).