

CITY OF DALTON, GEORGIA



CONTRACT DOCUMENTS

For

PROJECT:

**WALNUT NORTH DRAINAGE IMPROVEMENTS -
CENTRIFUGALLY CAST CONCRETE
PIPE LINING PROJECT**

**CITY OF DALTON PUBLIC WORKS
DEPARTMENT PO BOX 1205
DALTON, GEORGIA 30722**

STATE OF GEORGIA
WHITFIELD COUNTY
CITY OF DALTON

VENDOR AFFIDAVIT AND AGREEMENT (E-Verify)

COMES NOW before me, the undersigned officer duly authorized to administer oaths, the undersigned contractor, who, after being duly sworn, states as follows:

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Dalton, Georgia has registered with and is participating in a federal work authorization program and will continue using the program throughout the contract period in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

The undersigned contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City of Dalton, Georgia of which this affidavit is a part, the undersigned contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 through the subcontractor's execution of the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08 or a substantially similar subcontractor affidavit. The undersigned contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Dalton, Georgia at the time the subcontractor(s) is retained to perform such service.

FURTHER AFFIANT SAYETH NOT.


BY: Authorized Officer or Agent
Enviro Trenchless, LLC

6-13-22
Date

7/17/2014

Authorization Date for EEV Program
799210

Contractor Name

Glenn Fowler

Title of Authorized Officer or Agent of Contractor

President

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me

This 13 day of June, 20 22


Notary Public

My Commission Expires: 04-16-2026

*MUST BE NOTARIZED



*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. 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.

OATH MADE PURSUANT TO O.C.G.A. § 36-91-21(e)

IN PERSON BEFORE ME, an officer authorized to administer oaths appeared
Glenn Fowler (Name of Chief Officer) who on oath deposes and says as follows:

I am an officer of Enviro Trenchless, LLC (the "Company") and I am authorized to make this oath on behalf of the Company. I make this oath from my personal knowledge after reasonable inquiry. Neither the Company nor its officers, stockholders or employees have, directly or indirectly, prevented or attempted to prevent, by any means whatsoever, competition in the bidding or proposals for the Walnut North Drainage Improvements - Centrifugally Cast Concrete Pipe Lining Project. Neither the Company nor its officers, stockholders or employees have prevented or endeavored to prevent anyone, by any means whatsoever, from making a bid or proposal for the Project. Neither the Company nor its officers, stockholders or employees have caused or induced another to withdraw a bid or proposal for work on the Project.

This 13th day of June, 2022.

Company Officer:

[Signature]

By

Glenn Fowler

Print

Sworn to and subscribed before me,
this 13 day of June, 2022.

[Signature]

Notary Public



CONTRACT ADDENDUM

Glenn Fowler
Glenn Fowler, President
Enviro Trenchless, LLC

ADDENDUM NO.: 001

DATE ISSUED: THURSDAY, JUNE 2, 2022

BID DATE: WEDNESDAY, JUNE 15, 2022

BID TIME: 2 PM ET

BID LOCATION: Dalton City Hall Finance Department

CONTRACTOR ACTION:

1. Please include revised bid form dated June 2, 2022 in published addendum No. 001 located on page five (5) of Thirteen (13) in sealed bid submission.
2. Submit any additional questions to City Project Manager by Tuesday, June 7th by 2:00 PM to be clarified by Owner/City within published Addendum No. 002 of which, will be provided by 2:00 PM on Wednesday, June 8th. Publishing of Addendum No.002 is contingent upon additional information requested by prospective bidders.

INTERPRETATIONS:

Responses by the City of Dalton follow the questions in red font.

1. What is the pipe size for Bid Item 6 (XX)?
 - Please refer to revised bid form dated June 2, 2022 included in published addendum No. 001 dated June 2, 2022. Line items for 54" & 63.06" x 30" pipes have been added as additional line items respectively.
2. The drawing for 705 Valley Dr shows a 54" pipe, but I don't see any bid items for 54" pipe (lining, cleaning, or TV).
 - Please refer to revised bid form dated June 2, 2022 included in published addendum No. 001 dated June 2, 2022. Line items No. five (5), fourteen (14), and nineteen (19) have been added for services respective to the 54" diameter pipe located at 705 Valley Drive as shown in "Figure Six (6)" of 'Exhibit B' in published request for proposals.
3. The bid form has no quantities shown. What quantities are we to use for our extension pricing?
 - Please refer to revised bid form dated June 2, 2022 published in addendum No. 001 for populated quantities.
4. The specs say that the Mobilization bid item will be paid per each work order issued.
 - Mobilization will only be paid in one (1) lump sum for entire contract.
5. How many pipes will be considered a work order?
 - All six (6) pipes included in the scope of work will be issued as one (1) work order.

6. Are the 6 pipes shown in the drawings a single work order?
 - Please refer to question six (6) regarding details pertaining to issued work order.
7. Will the Owner provide a current plan holder's list for this project?
 - Please refer to page six (6) of thirteen (13) of published Addendum No. 001 for official plan holders list following the mandatory pre-bid meeting held on June 1, 2022.
8. Will the Owner provide the anticipated NTP date for this project?
 - The anticipated notice to proceed (NTP) date will be during the first full week of July (July 3rd – July 9th).
9. Does the Owner plan to issue a bid form with quantities that match the proposed work detailed in Exhibit B?
 - Please refer to revised bid form No. 001 included in published addendum dated June 2, 2022.
10. Will the Owner confirm this project's scope as it relates to the drawings in Exhibit B?
 - Drawings published within the original request for proposals specify location as well as dimensions of pipes used within the populated revised bid form dated June 2, 2022 attached to the published addendum No. 001.
11. Should Bidders assume the 'Pipe Length' footage & 'Pipe Height' measurement shown at the bottom right of drawing is the CCCP scope for that particular site?
 - Please refer to response for question ten (10) of published addendum No. 001 for clarification regarding the correlation to specifications provided in 'Exhibit B' and the populated revised bid form.
12. Will all sites be available to the Contractor once NTP is issued?
 - Yes, all easements necessary for work to be performed have been acquired/authorized as of the May 2, 2022 Mayor and Council meeting.
13. Does the Owner have all easements in place to access either end of the pipes scheduled for CCCP?
 - Please refer to question No. twelve (12) of published Addendum No. 001 regarding information pertaining to easements associated with the scope of services requesting proposals.
14. Will the Owner define the diameter for line item 6 (currently shown as XX")?
 - Please refer to question No. one (1) of published Addendum No. 001 regarding information pertaining to line item 6 of original bid proposal form within request for proposals.
15. Will the Owner define the thickness for structure lining (items 12 & 13)?
 - Structure lining items included in original bid proposal form have been removed from the scope of work for the request for proposals.
16. Will the Owner add a line item for heavy cleaning?
 - Owner requests prospective bidder(s) incorporate associated costs of any cleaning required be incorporated within line items nineteen (19) – twenty-three (23) of revised proposal form included within published Addendum No. 001 dated June 2, 2022.
17. How will the Owner determine award of this contract as the current bid form does not total for comparison?
 - The Owner will award the contract to the lowest bidder. In the case that the

- lowest bidder is determined by the Owner to not meet minimum qualification requirements specified within the original request for proposals (RFP), the contract will be awarded to the lowest bidder in ascending order of which meets specified requirements respectively.
18. Will the Owner define the qualifications and/or installation history an installer must show to verify the necessary experience with the product they propose for rehab? The current specification appears to leave the Owner open to Bidders with no experience being allowed to perform this work leaving the Owner open to problems with unqualified Contractors. We would suggest a minimum of 3 years installation & ten (10) projects involving the installation of the name brand product the Bidder is proposing. Projects should total at least 7,500 LF of horizontal pipe 30" and larger.
- There are no specified additional qualification requirements other than specified in published request for proposals. Please refer to response to question No. seventeen (17) for clarification on the procedure for awarding contract.
19. In Exhibit B a 54" CMP pipe is identified on Valley Dr, would the owner/engineer add and additional pay item to the bid form for the 54" line to cover lining and cleaning & CCTV inspection?
- Please refer to question No. two (2) of published Addendum No. 001 dated June 2, 2022 regarding information pertaining to line items for servicing the 54" diameter pipe located at 705 Valley Drive as shown in "Figure Six (6)" of 'Exhibit B' in published request for proposals.
20. Would the owner/engineer identify the location on Exhibit B where the structures are located for rehabilitation?
- Please refer to question fifteen (15) of published Addendum No. 001 dated June 2, 2022 for clarification on structure lining within the scope of work of the request for proposals.
21. Would the owner/engineer consider accepting either spin cast or CIPP for the 30" and 36" CMPs an approved method due to the limited access on the smaller diameters?
- No other restoration alternatives to the scope specified in the request for proposals will be accepted.
22. Will Owner clarify responsibilities pertaining to repair of any damages caused to property while completing the scope of work specified in the request for proposals.
- Owner/City will conduct any necessary repairs to property of which are caused from performing the scope of work specified in the request for proposals, examples being damages caused to landscaping, and any damages to paved driveways within the limits of the temporary construction easement. Contractor will be responsible for removal of any debris cleared from pipes during the restoration process. Contractor will be liable for any negligent or unnecessary damages to property.

DOCUMENTATION

*****ATTENTION*****

1. Please refer to page five (5) of thirteen (13) for revised bid form requiring contractor entries for bid submittal.

Revised Bid Form Clarification

CITY OF DALTON

ADDENDUM NO. 001

JUNE 2, 2022

**REVISED BID PROPOSAL FORM - WALNUT NORTH DRAINAGE IMPROVEMENTS - CENTRIFUGALLY CAST CONCRETE
PIPE LINING PROJECT**

CENTRIFUGALLY CAST CONCRETE LINING					
CITY OF DALTON PIPE LINING PROJECT					
ITEM #	Description	Quantity	Unit	Unit Price	ITEM Total
Mobilization					
1	Mobilization	1	LS		\$
Pipe Lining					
2	30" Centrifugal Spin - 1.0 Thickness	163	LF		\$
3	36" Centrifugal Spin - 1.0 Thickness	79	LF		\$
4	48" Centrifugal Spin - 1.0 Thickness	161	LF		\$
5	54" Centrifugal Spin - 1.0 Thickness	112	LF		\$
6	63.06" x 30" Centrifugal Spin - 1.0 Thickness	100	LF		\$
Miscellaneous Items					
7	Flowable Fill	20	CY		\$
8	Flow Diversion	1	EA		\$
9	Bypass Pumping	1	LS		\$
10	Invert Repair	615	LF		\$
Pipe Cleaning					
11	Cleaning Pipe- 30"	163	LF		\$
12	Cleaning Pipe- 36"	79	LF		\$
13	Cleaning Pipe- 48"	161	LF		\$
14	Cleaning Pipe- 54"	112	LF		\$
15	Cleaning Pipe- 63.06" x 30.00"	100	LF		\$
Pre & Post Pipe Inspection					
16	CCTV Inspection- 30"	326	LF		\$
17	CCTV Inspection- 36"	158	LF		\$
18	CCTV Inspection- 48"	322	LF		\$
19	CCTV Inspection- 54"	224	LF		\$
20	CCTV Inspection- 63.06" x 30.00"	200	LF		\$
PROJECT TOTAL				\$	

1. Mobilization:

- a. For mobilization, bid entry shall incorporate a lump sum for mobilization for all pipes & locations.

2. Pipe Lining:

- a. Required thickness specified by Owner is one (1.0) inch. Due to this, line items pertaining to "add Cost Per 0.5" Thickness" have been removed in revised bid form. Quantities entered by Owner on revised bid form are from lengths specified in project visuals in 'Exhibit B' of published request for proposals.

3. Miscellaneous Items:

- a. For Line Item seven (7), Flowable Fill estimated quantity has been provided bid entry.
- b. For Line Item eight (8), Flow Diversion quantity pertains to the one (1) location of which the pipe included in published request for proposals conveys a perennial stream. Please refer to "Figure Six (6)" in 'Exhibit B' of published request for proposals for location details.
- c. For Line Item nine (9), Bypass Pumping has been consolidated to one-line item.
- d. For Line Item ten (10), Invert Repair quantities listed in revised bid form reflect the total linear feet of pipes included within the published request for proposals.

4. Pipe Cleaning:

- a. For Pipe Cleaning, please account for any and all cleaning services required.

5. Pre & Post Pipe Inspection:

- a. Quantities provided in revised bid form incorporate the required linear feet to perform two (2) CCTV inspections of each pipe specified in published request for proposals.

6. Project Total:

- a. An additional cell has been included for entry the total cost of bid for the project.

CITY OF DALTON

ADDENDUM NO. 001

JUNE 2, 2022

REVISED BID PROPOSAL FORM - WALNUT NORTH DRAINAGE IMPROVEMENTS - CENTRIFUGALLY CAST CONCRETE
PIPE LINING PROJECT

CENTRIFUGALLY CAST CONCRETE LINING					
CITY OF DALTON PIPE LINING PROJECT					
ITEM #	Description	Quantity	Unit	Unit Price	ITEM Total
Mobilization					
1	Mobilization	1	LS		\$
Pipe Lining					
2	30" Centrifugal Spin- 1.0 Thickness	163	LF		\$
3	36" Centrifugal Spin - 1.0 Thickness	79	LF		\$
4	48" Centrifugal Spin - 1.0 Thickness	161	LF		\$
5	54" Centrifugal Spin - 1.0 Thickness	112	LF		\$
6	63.06" x 30" Centrifugal Spin - 1.0 Thickness	100	LF		\$
Miscellaneous Items					
7	Flowable Fill	20	CY		\$
8	Flow Diversion	1	EA		\$
9	Bypass Pumping	1	LS		\$
10	Invert Repair	615	LF		\$
Pipe Cleaning					
11	Cleaning Pipe- 30"	163	LF		\$
12	Cleaning Pipe- 36"	79	LF		\$
13	Cleaning Pipe- 48"	161	LF		\$
14	Cleaning Pipe- 54"	112	LF		\$
15	Cleaning Pipe- 63.06" x 30.00"	100	LF		\$
Pre & Post Pipe Inspection					
16	CCTV Inspection- 30"	326	LF		\$
17	CCTV Inspection- 36"	158	LF		\$
18	CCTV Inspection- 48"	322	LF		\$
19	CCTV Inspection- 54"	224	LF		\$
20	CCTV Inspection- 63.06" x 30.00"	200	LF		\$
				PROJECT TOTAL	\$

Plan Holders List

The following list is the official plan holders list following the mandatory Pre-Bid Meeting held at 10:00 AM on June 1, 2022 in the Public Works Department's main conference room.

City of Dalton Public Works Department

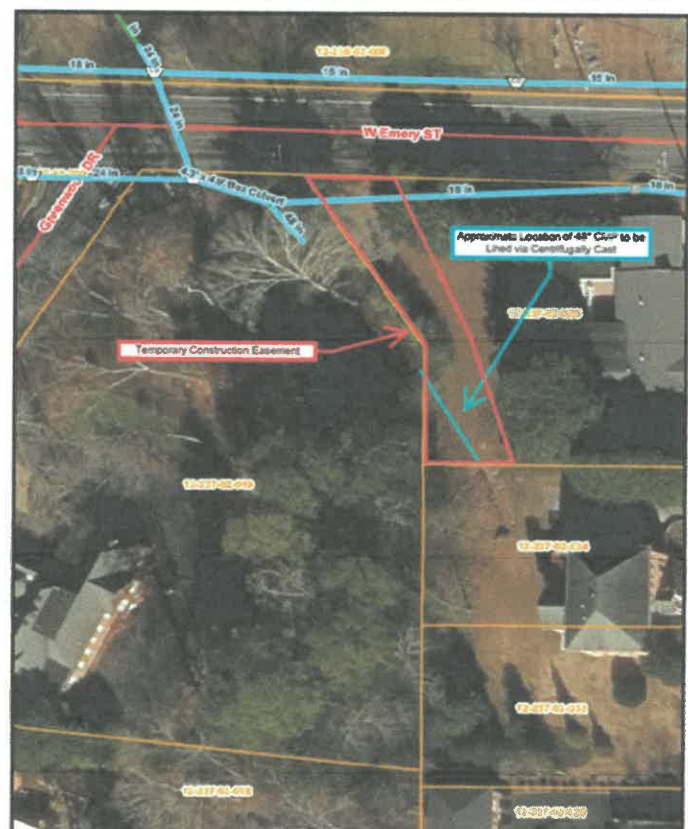
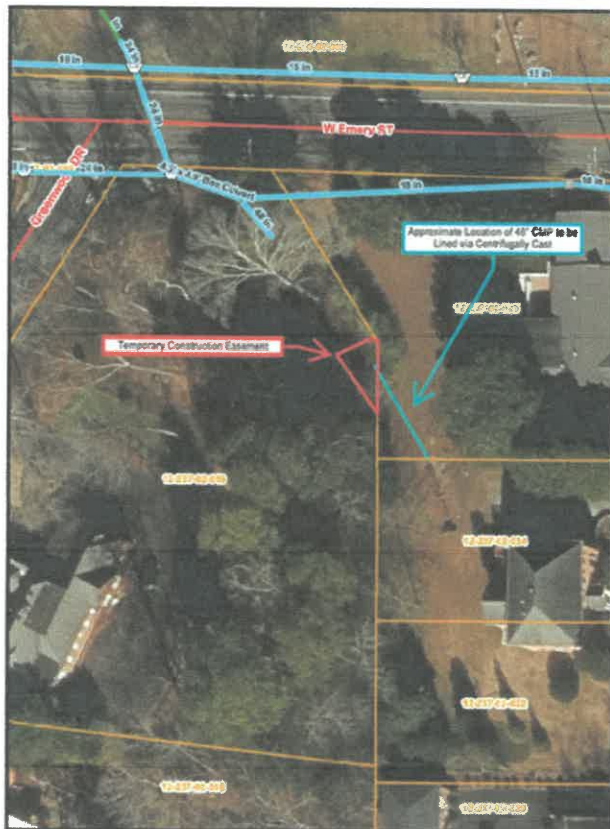
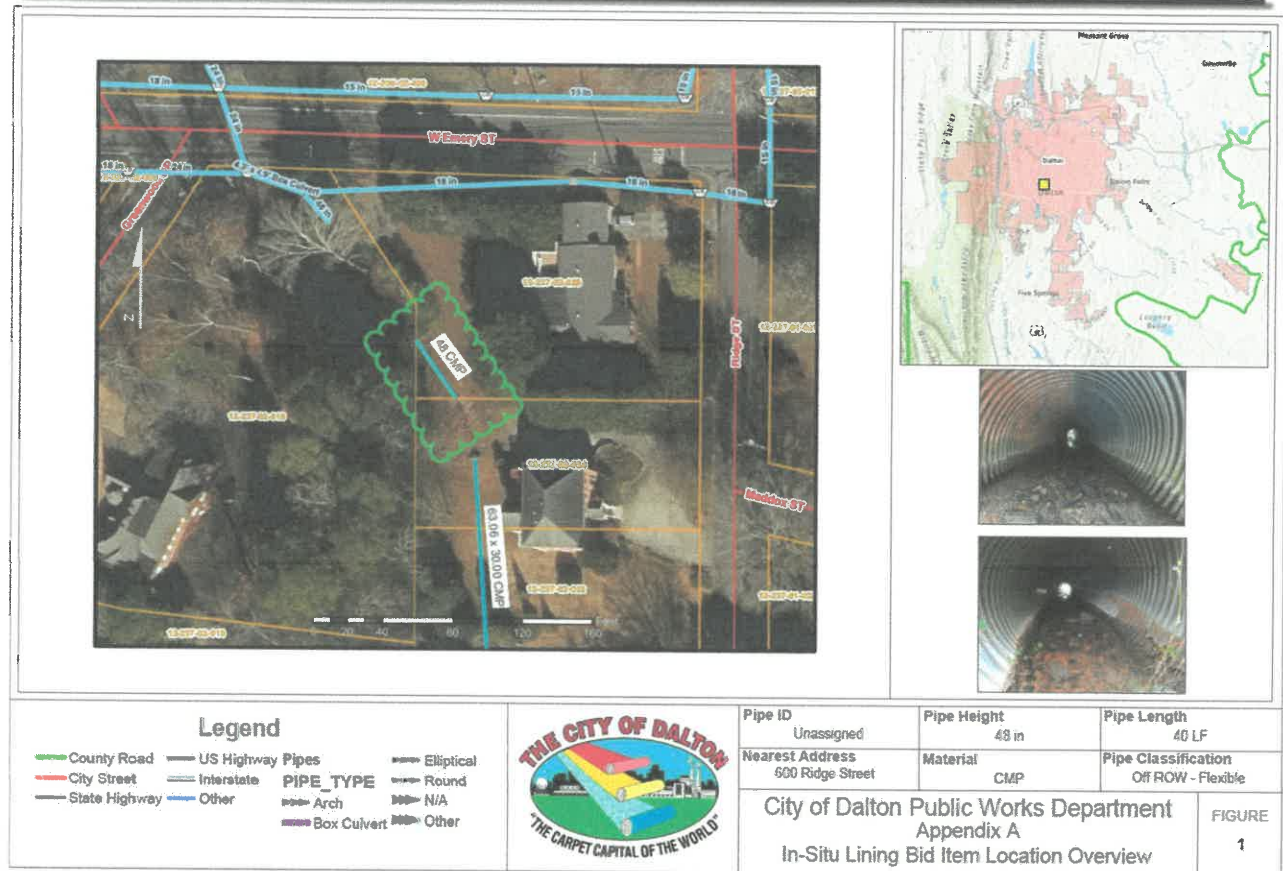
Walnut North Drainage Improvements - Centrifugal Spin Cast Concrete Pipe

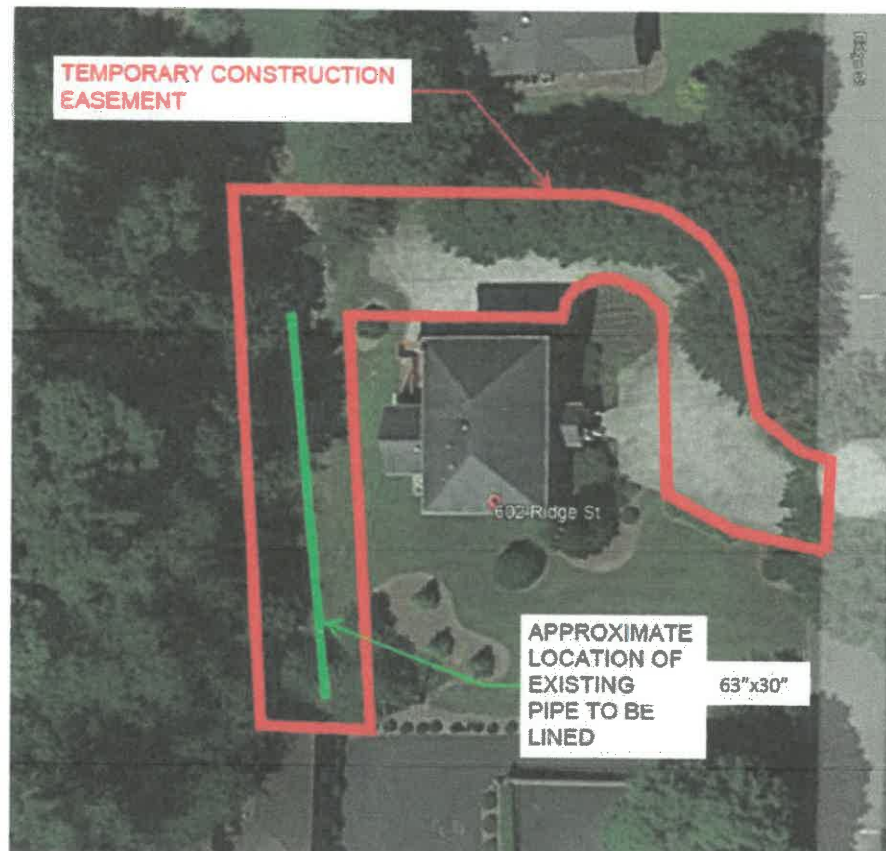
Lining Project

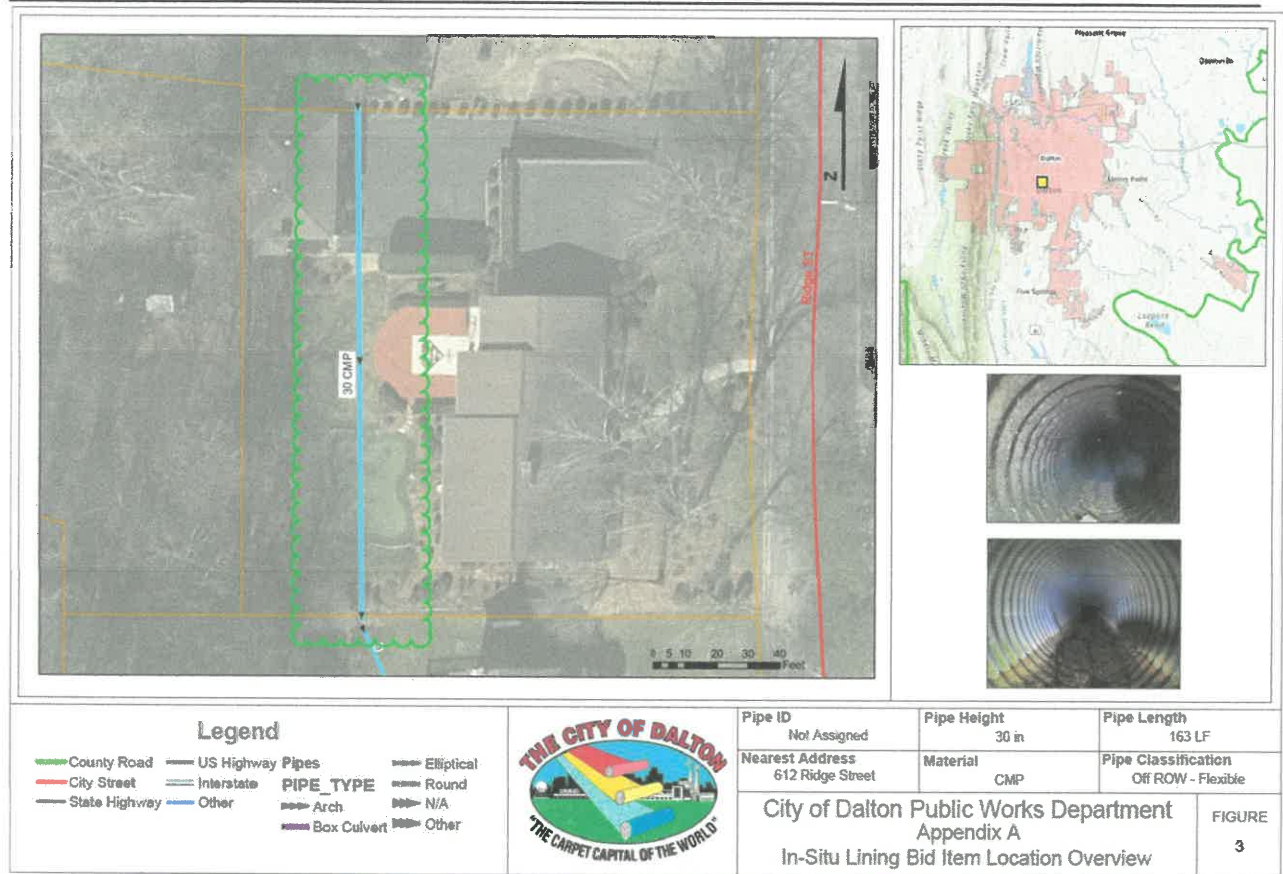
Date & Time: 1st June, 2022 @ 10:00 AM

Location: Public Works Department 535 N Elm Street Dalton, Ga 30721

Name	Company	Phone	Email
Chad Townsend	City of Dalton	(706)278-7077	ctownsend@daltonga.gov
Jackson Sheppard	City of Dalton	706-278-7077	jshppard@daltonga.gov
Glean Fowler	Enviro Trenchless, LLC	(478)472-1963	gfowler@envirotrenchless.com
Dalton Sowell	Video Industrial Inc.	205-657-6437	DSOWELL@videoindustrial.com
Maett Jones	ROJK, Inc	770-251-2667	Joe Webb JWEBB@ROJKINC.com
Jacob Nix	Vortex	803-300-2454	jnix@vortexcompanies.com
Kevin Foreman	Vortex	864.608-8421	kforeman@vortexcompanies.com
Jake Jenkins	IPR	470 303/001	jjenkins@teamipr.com
Trevor Porter	Chase Reline Inc	423-657-4284	Trevor@chasereline.us
Bobby Chase	Chase Reline Inc	423-834-1798	Bobby@chasereline.us
JANET RAYMOND	UTILITY ASSET MANAGEMENT	478-472-1964	anita@uamonline.com



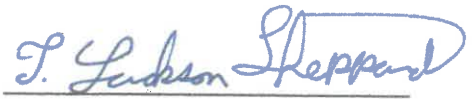












T. Jackson Sheppard, E.I.T
Project Manager

CONTRACT ADDENDUM

ADDENDUM NO.: 002

DATE ISSUED: WEDNESDAY, JUNE 8, 2022

BID DATE: WEDNESDAY, JUNE 15, 2022

BID TIME: 2 PM ET

BID LOCATION: Dalton City Hall Finance Department


CONTRACTOR ACTION:

1. (Reiteration from Addendum No. 001) Please include revised bid form dated June 2, 2022 in published Addendum No. 001 dated June 2, 2022 located on page five (5) of Thirteen (13) in sealed bid submission.

INTERPRETATIONS:

Responses by the City of Dalton follow the questions in red font.

1. What is the anticipated budget for this three-month contract?
 - The anticipated budget for this project is \$219,169.00
2. Q/A 17 references 'minimum qualification requirements specified within the original request for proposals (RFP)'. Will the Owner please clarify these minimum qualifications (or direct us to the section/page)?
 - Please refer to the second (2nd) and third (3rd) paragraph of the 'Project Description' section of the 'Advertisement for Bids' located on page two (2) of thirty-two (32) within the published Request for Proposals.
3. Will the Owner confirm that the intent of this spray application is not to provide a fully structural repair?
 - The intent of the Project is to improve structural conditions of heavily corroded pipes via installing centrifugally spray-applied, fiber reinforced, pre-packaged cement-based mortar requiring only the addition of potable water at one (1) inch thickness. The cement-based mortar is required to meet ACI and ASTM material strength specifications, and all other properties also stated in the 'Pipe Lining Specifications' section of 'Exhibit A' within the published Request for Proposals. Furthermore, the additional improvements of the Project include, but are not limited to, reduction of the Manning's Roughness Coefficient of each pipe, and


Glenn Fowler, President
Enviro Trenchless, LLC

increased life-span of all pipes within the Project limits following the specified restorations being completed within the published Request for Proposals.



T. Jackson Sheppard, E.I.T
Project Manager

CITY OF DALTON

AGREEMENT FOR CENTRIFUGALLY CAST CONCRETE PIPE LINING SERVICES

THIS AGREEMENT FOR CENTRIFUGALLY CAST CONCRETE PIPE LINING SERVICES is made and entered into on this 18th day of July, 2022 by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and Enviro Trenchless, LLC, hereinafter referred to as "CONTRACTOR".

WHEREAS, CITY desires for CONTRACTOR to provide centrifugally cast concrete pipe lining services upon certain private property acquired by City for temporary construction easement; and;

WHEREAS, CONTRACTOR desires to provide centrifugally cast concrete pipe lining services for and on behalf of the CITY; and

WITNESSETH: That the parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. PROJECT: The CONTRACTOR shall complete the Project and perform the services specified in the Bid Specifications which is attached hereto as Exhibit "A" and included herein by reference.
2. USE OF PROPERTY: CONTRACTOR shall have use and non-exclusive possession of the subject property at the days and times provided in the Project Bid Documents identified herein above and as may be directed by the Public Works Director.
3. TERM OF AGREEMENT: This Agreement shall become effective as of the date stated herein above and continue in effect until the services provided for pursuant to this Agreement have been performed, unless otherwise terminated as provided herein. The CONTRACTOR shall commence work on the Project on July 21, 2022 and continue said services through October 13, 2022. The Agreement may be modified to add supplemental work upon the mutual written consent of the CITY and CONTRACTOR for the CONTRACT UNIT RATES after completion of the initial scope of work is completed within the contract period.
4. PAYMENT: The CITY shall pay the contract sum to CONTRACTOR as provided by the Measurement and Payment Specifications attached hereto as Exhibit "B" and incorporated herein by reference. Payment(s) shall be made via electronic funds transfer (EFT).

5. CONTRACT SUM: The CITY shall pay to CONTRACTOR for all work in accordance with the unit price bid items in the Bid Schedule. Payment will be made for the actual quantities of work performed in compliance with the Specifications and Drawings attached hereto as Exhibit 'B'. In addition, CITY shall pay to CONTRACTOR for any additional work performed pursuant to any mutually agreed extensions to the scope of work within the one year period.

6. CITY COVENANTS: CITY covenants & agrees:

- (a) to provide all available information, data, reports, records and maps to which CITY has possession or control which are necessary for CONTRACTOR to perform the scope of services provided for herein;
- (b) to provide reasonable assistance and cooperation to CONTRACTOR in obtaining any information or documentation which are necessary for CONTRACTOR to perform the scope of services provided for herein;
- (c) to designate a representative authorized to act on the CITY's behalf with respect to the Project. Unless otherwise provided, said CITY representative shall be the Public Works Director.
- (d) to permit access to the subject property by obtaining permission to access necessary private subject property for CONTRACTOR to complete the scope of services;
- (e) to provide reasonable assistance to CONTRACTOR in applying for and obtaining any necessary Federal, State or local government permits for the scope of services;

7. CONTRACTOR COVENANTS: CONTRACTOR covenants & agrees:

- (f) to perform the scope of services in a professional manner, using that degree of care and skill ordinarily exercised by contractors practicing in the same or similar field;
- (g) to use only employees and subcontractors qualified to complete the work with sufficient experience in same or substantially similar projects;
- (h) to use only properly licensed employees or subcontractors for any work requiring a specialty or professional license issued by the State of Georgia;

- (d) to designate a representative authorized to act on the CONTRACTOR's behalf with respect to the Project.
- (e) to perform the Project in a safe, careful, and lawful manner;
- (f) to promptly report in writing to CITY any unsafe or defective condition of the subject property and any adverse site condition, which shall include but not be limited to limited access, extremely dense vegetation, subsurface conditions, damaged property, or existing utilities, that may adversely affect CONTRACTOR's ability to complete the scope of services or other terms of this Agreement;
- (g) to promptly report in writing to CITY any property damage to person or injuries sustained on the subject property and to promptly repair any damage to the subject property which is made necessary by any act of CONTRACTOR, its employees, agents, subcontractors, or invitees;
- (h) to keep the subject property in a clean and orderly condition and to remove any personal property of CONTRACTOR upon completion of the Project;
- (i) to perform all work on the Project in a good and workmanlike manner, free from faults and defects, and in conformance with the terms of this Agreement;
- (j) to determine the appropriate method, details and means of performing the scope of services provided by this Agreement at a time of day as determined by CONTRACTOR;
- (k) to exercise the ordinary standard of care in performing the work, and complying with the laws, codes, and regulations applicable to the CONTRACTOR's services;
- (l) to exercise diligence and to complete delivery of the scope of services in a timely manner consistent with the exercise of due care;
- (m) to attend meetings, to make presentations or to otherwise review the progress of the work as set out in the scope of services at the reasonable request of the CITY;
- (n) to prepare and submit to the CITY reports and invoices required by the scope of services or upon the written request of the CITY.
- (o) to keep the subject property in a clean and orderly condition and to protect from loss, damage or theft any supplies or materials necessary for completion of the Project;

- (p) CONTRACTOR may, at its discretion, provide similar services to third parties during the term of this Agreement;
- (q) CONTRACTOR acknowledges that it, and its employees, agents and assigns, are independent contractors and not employees of the CITY.

8. INDEMNITY: CONTRACTOR shall indemnify CITY from and hold CITY harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of CONTRACTOR'S use and occupancy of the subject property or by the negligence or willful acts of CONTRACTOR, its agents, officers, employees, invitees or licensees and from all expenses incurred by CITY as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except where instead of if arising from or caused by the sole fault or negligence of CITY or any of CITY's employees, agents or representatives acting on behalf of the CITY.

Additionally, CITY shall not indemnify or hold harmless CONTRACTOR for any claims arising from the actions or omissions of CONTRACTOR or any third party.

Additionally, CONTRACTOR agrees that all personal property that may at any time be at the subject property shall be at CONTRACTOR's sole risk or at the risk of those claiming through CONTRACTOR and that CITY shall not be liable for any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of CITY.

9. INSURANCE: CONTRACTOR agrees to carry at its own expense through the term of this Agreement the types and amounts of insurance required to maintain status as a Vendor of the City of Dalton. CONTRACTOR shall provide CITY with copies or evidence of such insurance coverage prior to the commencement date of the Agreement. Such insurance policies shall name CITY as an additional insured and shall be issued by such insurance companies and on such forms as may be approved by CITY. Said insurance shall include the following:

- (a) General Liability Coverage - General Liability policy with a minimum limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- (b) Workers' Compensation Coverage – Workers' Compensation policy with the following minimum limits:

(1) Workers' Compensation statutory limits; (2)

Employer's Liability:

- a. Bodily Injury by Accident - \$100,000.00
- b. Bodily Injury by Disease - \$500,000.00 policy limit
- c. Bodily Injury by Disease - \$100,000.00 each employee.

CONTRACTOR shall complete the Workers' Compensation Insurance Affidavit of the City of Dalton to determine if any exemption to Workers' Compensation Insurance is applicable.

- (c) Auto Liability Coverage – Auto Liability policy with a minimum of \$1,000,000.00 limit per occurrence for bodily injury and property damage, if motor vehicle is used in performance of scope of services. Comprehensive form covering all owned, nonowned, and hired vehicles.

10. ASSIGNMENT: CONTRACTOR may not assign all or any portion of the Agreement without the prior written permission of CITY.

11. SUBCONTRACTORS: The CONTRACTOR shall provide written notice to CITY of CONTRACTOR'S intent to use a subcontractor for any portion of the Project. CITY shall be entitled to reject any subcontractor it deems not qualified to complete the Project. Any subcontractor approved for work on the Project shall abide by any and all terms of this Agreement.

12. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Agreement shall not be construed to be a waiver thereof, not affect the validity of any part of this Agreement or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Agreement shall be held to be a waiver of any other default and breach.

13. NOTICES: Any notice required or permitted to be given under this Agreement or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to CITY shall be mailed to:

City of Dalton
ATTN: City Administrator
P.O. Box 1205
Dalton, GA 30722-1205

Such notice to CONTRACTOR shall be mailed to: Enviro Trenchless, LLC
ATTN: Glenn Fowler, President
4501 Russell PKWY
Suite 19
Warner Robins, Georgia 31088

When so mailed, the notice shall be deemed to have been given as of third (3rd) day after the date it was mailed. The addresses may be changed by giving written notice thereof to the other party.

14. **CONTRACT DOCUMENTS:** The Agreement shall include the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Addenda relating to bidding and proposal requirements, and any other written information provided by the CITY in anticipation of receiving bids or proposals, if any, except as specifically excluded herein, and the CONTRACTOR'S bid or proposal. The terms of this Agreement shall supersede any terms in the above-referenced documents in direct conflict with the terms of this Agreement.

Additionally, the Contract Documents and all drawings, plans, specifications and other related construction or service related documents shall be the sole property of the CITY. The CONTRACTOR shall be permitted to retain copies thereof for its records and for its future professional services.

Additionally, CITY shall be authorized to rely upon all documents, whether in hard copy or electronic format, provided by CONTRACTOR. Any changes to the material terms of any document shall be clearly identified and noted to CITY.

15. **VENDOR:** CONTRACTOR shall register and remain active as a Vendor of the CITY by completing the City of Dalton Vendor Packet and fully comply with any and all requirements of said Vendor.

16. **TERMINATION OF CONTRACT:** In the event that CONTRACTOR defaults or neglects to perform work on the Project in accordance with the terms of this Agreement, CITY may terminate this Agreement by providing written notice of termination. Prior to termination of this Agreement, CITY shall provide written notice to CONTRACTOR of any default and provide CONTRACTOR ten (10) days to correct said default or deficiency unless termination is required on account of emergency. Additionally, this Agreement shall automatically terminate upon the occurrence of any of the following events:

- (a) Bankruptcy of CONTRACTOR;
- (b) Sale of business of CONTRACTOR;
- (c) Death or dissolution of CONTRACTOR;
- (d) Assignment of Agreement to third party by CONTRACTOR.

17. MISCELLANEOUS PROVISIONS:

- (a) **Governing Law; Venue.** This Agreement is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive jurisdiction and venue for any action arising out of this Agreement shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive any and all objections or defenses thereto.
- (b) **Successors and Assigns.** This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. CONTRACTOR shall not assign its rights or obligations under this Agreement without the prior written consent of the CITY.
- (c) **Severability of Invalid Provisions.** If any provision of this Agreement shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.
- (d) **Complete Agreement; Amendments.** This Agreement constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.
- (e) **Remedies Cumulative.** All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.
- (f) **Time is of the Essence.** Time is of the essence of this Agreement in each and all of its provisions.
- (g) **Attorney Fees.** In the event the CITY must enforce the terms of this Agreement by filing a civil action against CONTRACTOR, and prevails in such action, then CONTRACTOR shall pay an amount equal to fifteen percent (15%) of the contract sum as attorney fees.
- (h) **Confidentiality.** All information and documentation regarding the Project and the CONSULTANT's services may be disclosed by the CITY as may be required by the Georgia Open Records Act.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

CONTRACTOR:

CONTRACTOR:

By: _____

Title: _____

CITY:

CITY OF DALTON, GEORGIA

By: _____
MAYOR

Attest: _____
CITY CLERK

EXHIBIT 'A'

CITY OF DALTON

ADDENDUM NO. 001

JUNE 2, 2022

REVISED BID PROPOSAL FORM - WALNUT NORTH DRAINAGE IMPROVEMENTS - CENTRIFUGALLY CAST CONCRETE
PIPE LINING PROJECT

CENTRIFUGALLY CAST CONCRETE LINING					
CITY OF DALTON PIPE LINING PROJECT					
ITEM #	Description	Quantity	Unit	Unit Price	ITEM Total
Mobilization					
1	Mobilization	1	LS	\$4,000.00	\$ 4,000.00
Pipe Lining					
2	30" Centrifugal Spin- 1.0 Thickness	163	LF	\$150.00	\$ 24,450.00
3	36" Centrifugal Spin - 1.0 Thickness	79	LF	\$180.00	\$ 14,220.00
4	48" Centrifugal Spin - 1.0 Thickness	161	LF	\$240.00	\$ 38,640.00
5	54" Centrifugal Spin - 1.0 Thickness	112	LF	\$270.00	\$ 30,240.00
6	63.06" x 30" Centrifugal Spin - 1.0 Thickness	100	LF	\$275.00	\$ 27,500.00
Miscellaneous Items					
7	Flowable Fill	20	CY	\$140.00	\$ 2,800.00
8	Flow Diversion	1	EA	\$1,000.00	\$ 1,000.00
9	Bypass Pumping	1	LS	\$2,000.00	\$ 2,000.00
10	Invert Repair	615	LF	\$10.00	\$ 6,150.00
Pipe Cleaning					
11	Cleaning Pipe- 30"	163	LF	\$7.00	\$ 1,141.00
12	Cleaning Pipe- 36"	79	LF	\$9.00	\$ 711.00
13	Cleaning Pipe- 48"	161	LF	\$12.00	\$ 1,932.00
14	Cleaning Pipe- 54"	112	LF	\$13.50	\$ 1,512.00
15	Cleaning Pipe- 63.06" x 30.00"	100	LF	\$15.00	\$ 1,500.00
Pre & Post Pipe Inspection					
16	CCTV Inspection- 30"	326	LF	\$1.50	\$ 489.00
17	CCTV Inspection- 36"	158	LF	\$1.50	\$ 237.00
18	CCTV Inspection- 48"	322	LF	\$1.50	\$ 483.00
19	CCTV Inspection- 54"	224	LF	\$1.50	\$ 336.00
20	CCTV Inspection- 63.06" x 30.00"	200	LF	\$1.50	\$ 300.00
				PROJECT TOTAL	\$ \$159,641.00