

**DIVISION 4 – CONTRACT DOCUMENTS****CONTRACT****STATE OF GEORGIA****WHITFIELD COUNTY, CITY OF DALTON**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between **CITY OF DALTON, DALTON, GEORGIA** (Party of the, First Part, hereinafter called the Owner) and \_\_\_\_\_ (Party of the Second Part, hereinafter called the Contractor).

WITNESSETH: That the said Contractor has agreed, and by these presents does agree with the said Owner, for the consideration herein mentioned and under the provision of the Performance Bond and Labor and Materials Payment Bond required by the Specifications to furnish all equipment, tools, materials, skill and labor of every description necessary to carry out and complete in a good, firm and substantial and workmanlike manner, the work specified, in strict conformity with the drawings and specifications, together with the foregoing proposal made by the Contractor, the Advertisement, the Instructions to Bidders, General Conditions and this Agreement, shall all form essential parts to this Agreement. The work covered by this Agreement includes all work shown on plans and specifications and listed in the conditions and specifications, to wit: Improvements to DALTON MUNICIPAL AIRPORT, DALTON, GEORGIA and CROY Engineering, LLC project No. 2106.005.

The Contractor awarded work under this contract shall commence work within **ten** days after the issuance of the Notice to Proceed. **All work shall be fully completed within NINETY (90) Calendar Days** from the Notice to Proceed.

If said work is not completed within the time stated, the Contractor shall be liable and hereby agrees to pay the owner as liquidated damages and not as a penalty, the amount of Five Hundred Dollars (\$500.00) per calendar day for a delay in completion.

The Owner shall pay and the Contractor shall receive the prices stipulated in the proposal hereto attached as full compensation for everything furnished and done by the Contractor under this contract, the full sum of One Million Five Hundred Eighteen Thousand Fifty-Seven Dollars and Twenty Cents (\$ 1,518,057.20 ) based on the quantities shown in the proposal which sum shall be paid in the manner and terms specified in the Contract Documents, but before issuance of certificate of payment, if the Contractor shall not have submitted evidence satisfactory to the Owner that all payrolls, materials bills, and other indebtedness connected with the work have been paid, the Owner may withhold, in addition to the retained percentages, such amount or amounts as may be necessary to pay just claims for labor and services rendered and materials in and about the work, and such amount or amounts withheld or retained may be applied by the Owner to the payment of such just claims

It is further mutually agreed between the Parties hereto that if, at any time after the execution of agreement and the Performance Bond for its faithful performance and the Labor and Materials Payment bond, the first party shall deem the surety or sureties upon such bond to be inadequate to cover the performance of the work, the second party shall, at its expense, within five (5) days after the receipt of notice from the first party to do so, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the first party. In such event, no further payment to the second party shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the first party.

IN WITNESS WHEREOF the parties hereto have executed this agreement in triplicate this day of \_\_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST: (As to Contractor)

Signed and sealed in the

Presence of:

\_\_\_\_\_ L.S. By: \_\_\_\_\_ L.S.

\_\_\_\_\_ L.S. Title:

(SEAL)

ATTEST:

(SEAL)

\_\_\_\_\_  
Secretary L.S.

ATTEST:(As to Owner)

**CITY OF DALTON**  
**WHITFIELD COUNTY/DALTON, GEORGIA**

By: \_\_\_\_\_ L.S. By: \_\_\_\_\_ L.S.

APPROVED AS TO FORM BEFORE EXECUTION

By: \_\_\_\_\_ L.S.  
Attorney for City of Dalton