

**CITY OF DALTON
GENERAL CONSTRUCTION AGREEMENT**

THIS GENERAL CONSTRUCTION AGREEMENT is made and entered into on this 7th day of October, 2024 by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and Cherokee Mechanical, Inc., hereinafter referred to as "CONTRACTOR".

WHEREAS, CITY owns certain real Property located at 300 West Waugh Street, Dalton, GA 30720 upon which stands the City Hall; and

WHEREAS, CITY desires to renovate the existing HVAC system; and

WHEREAS, CONTRACTOR desires to construct the project to the CITY's specifications; and

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

1. CONSTRUCTION SITE: The real property upon which the existing HVAC system shall be renovated is located at 300 West Waugh Street, Dalton, GA 30720, hereinafter "subject property".

2. USE OF PROPERTY: CONTRACTOR shall have use and possession of the subject property at the following days and times to complete the project:

Days: 7 days a week if needed.

Time of day: All daylight hours as needed and scheduled.

In the event that CONTRACTOR should desire to use the subject property on additional dates or times, CONTRACTOR shall obtain written authorization from the City Administrator or their designee. CONTRACTOR shall not restrict the public use of or access to the subject property except as may be authorized by the City Administrator. The subject property shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the subject property. The subject property shall be used for renovation of the subject project and related storage only and not for any other commercial operations. The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents or other dangerous materials is prohibited except that such materials may be kept and stored in proper receptacles and secured from access by the public at the subject property during renovation as may be necessary for use in the operation of CONTRACTOR for completion of the subject project. Any such substances shall be delivered in such amount, and stored and used only as approved by the CITY and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.

3. PROJECT: The CONTRACTOR shall complete the project and perform the services specified in the Request for Proposals for the Dalton City Hall HVAC Renovations which is included herein by reference and the specifications provided in the CONTRACTOR's proposal attached hereto as Exhibit "A", hereinbefore and after "the project".

4. DATE OF COMMENCEMENT: The CONTRACTOR shall commence work on the project upon issuance of Notice to Proceed.

5. DATE OF COMPLETION: The CONTRACTOR shall complete the project within one (1) year from issuance of Notice to Proceed or 6 months after final equipment delivery, whichever duration is longer.

6. CONTRACT SUM: The CITY shall pay to CONTRACTOR the total sum of \$1,587,812.50 Dollars (one million five hundred eighty-seven thousand, eight hundred twelve dollars and fifty cents) for the complete performance of the project and terms of this Agreement. In addition, CITY shall pay to CONTRACTOR for any additional work performed pursuant to any mutually agreed to change orders. All change orders shall be in writing signed by both parties.

7. CONTRACT PENALTY: The CONTRACTOR shall pay to the CITY the amount of \$500.00 Dollars per calendar day for unexcused delay in completion of the project past the date of completion.

8. PAYMENT: The CITY shall pay the contract sum to CONTRACTOR upon complete performance of the project and terms of this Agreement. CONTRACTOR shall provide to CITY an Affidavit from the CONTRACTOR stating the CONTRACTOR has fully performed all terms of the Agreement. Final payment shall be made no later than 30 days after receipt of said Affidavit. Upon completion of any additional services, said additional services shall be paid within 30 days of receipt of invoice from CONTRACTOR. Payment shall be made via electronic funds transfer (EFT).

9. SURRENDER OF subject property: CONTRACTOR shall, no later than 5 business days after completion of the project, surrender possession of the subject property and remove all vehicles, equipment, supplies, construction debris, waste and refuse from the subject property. CONTRACTOR shall reimburse CITY for the cost of removal of any such items remaining on the subject property after 5 business days. CITY may have any such items stored at CONTRACTOR'S risk and expense. All personal property of CONTRACTOR, or SUBCONTRACTOR, remaining on the subject property or in possession of the CITY after 30 days shall be deemed abandoned by the CONTRACTOR, or the SUBCONTRACTOR, and may be disposed of by CITY without liability to CONTRACTOR, or SUBCONTRACTOR. All permanent improvements to the subject property shall become the Subject property of the CITY.

10. CITY COVENANTS: CITY covenants and agrees:

(a) to provide all available information, data, reports, records and maps of or



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 City Administrator or their designee;
- (d) to permit access to the subject property and obtain permission to access necessary private 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;

11. CONTRACTOR COVENANTS: CONTRACTOR covenants and agrees:

- (a) to perform the scope of services in a skilled, qualified, and professional manner, using that degree of care and skill ordinarily exercised by contractors practicing in the same or similar field;
- (b) to use only employees and subcontractors qualified to complete the work with sufficient experience on same or substantially similar projects;
- (c) to use only properly licensed employees or subcontractors for any work requiring a specialty, occupational, 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 use the subject property 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 damage to 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;

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- (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, and require all SUBCONTRACTOR's to do the same unless otherwise permitted by the CITY;
 - (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;
 - (k) to exercise the ordinary standard of care in 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 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) to permit CITY and its employees and agents access to the subject property at all reasonable times for the purposes of making repairs, inspecting the subject property, and inspecting the progress of the project;
 - (q) to use only new materials appropriate for completion of the project;

12. 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 or non-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 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, pursuant to State law, CITY does 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 be at any time 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

Subject property except if arising from or caused by the sole fault or negligence of CITY.

13. **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. Policy to list The City of Dalton as an additional insured.
- (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. Policy to include a waiver of subrogation in favor of the City of Dalton.

- (c) Auto Liability Coverage – Auto Liability policy with a combined single limit of \$1,000,000.00 per occurrence for bodily injury and property damage, if motor vehicle is used in performance of scope of services. Comprehensive form covering all owned, non-owned, and hired vehicles.
- (d) Umbrella Liability Policy – Umbrella Liability policy with a minimum of \$4,000,000.00 with the City of Dalton as an additional insured.

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

15. **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. Any subcontractor approved for work on the project shall abide by any and all terms of this Agreement.

16. **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.



17. 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/Andrew Parker
300 W Waugh Street
P.O. Box 1205
Dalton, GA 30722-1205

Such notice to CONTRACTOR shall be mailed to: Cherokee Mechanical, Inc.
ATTN: Bryant White, President
1220 U.S. Hwy 41 N.
P.O. Box 218
Calhoun, GA 30703

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.

18. CONTRACT DOCUMENTS: This 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.

19. 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.

20. 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.

21. **WARRANTY:** CONTRACTOR shall provide to CITY a general warranty for labor and materials and guarantees that the work on the project it performs shall be free from any defects in workmanship and materials for a period for a period of two (2) years from the date of completion in addition to any additional warranty provided in Section 3 - Project description. Within ten days of completion of the terms of the Agreement, CONTRACTOR shall provide to CITY all original warranty documents from any third party.

22. **BONDS:** CONTRACTOR shall provide and maintain the types and amounts of bonds as required by the City of Dalton Request for Proposals for City Hall HVAC Renovations for the City of Dalton, Georgia.

23. **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, then CONTRACTOR shall pay to CITY an amount equal to fifteen percent (15%) of the contract sum as attorneys' fees, if the CITY is the prevailing party.

(h) **Confidentiality.** All information and documentation regarding the project and the

CONTRACTOR's services shall be maintained in confidence and shall not be disclosed to any third party by CONTRACTOR, without CITY's written authorization, except as may be required by the Georgia Open Records Act. CONTRACTOR shall promptly notify CITY of any third-party request for said information or documentation prior to any disclosure. CITY agrees that the technical methods, design details, techniques and pricing data contained in any material submitted by CONTRACTOR pertaining to this Agreement shall be considered confidential and proprietary, and shall not be disclosed to any third party, except 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, GEORGIA



REQUEST FOR PROPOSALS (RFP)

For

PROJECT:

**DALTON CITY HALL
HVAC RENOVATIONS
CITY OF DALTON, GEORGIA**



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

REQUEST FOR PROPOSALS (RFP)

1.0 OVERVIEW AND GENERAL INFORMATION

Overview

The City of Dalton requests sealed proposals from qualified and appropriately licensed firms with proven experience and expertise in removal, disposal and replacement of the existing air conditioning systems in the Dalton City Hall building located at 300 West Waugh Street, Dalton, GA 30720. There will be a mandatory onsite walk-through for review of all spaces impacted by this project.

The selected firm must provide all labor, materials, equipment, and other necessary resources for the proper removal, disposal, and replacement of the existing air conditioning systems in accordance with any applicable local, state and federal rules, regulations and other required directives.

For purposes of this RFP, the City of Dalton will hereby be referred to as “City” and the private firm will hereby be referred to as “Contractor”.

During the evaluation process, the City reserves the right where it may serve the City’s best interest to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of the City, Firms submitting proposals may be required to participate in an interview with the Owner’s representatives.

RFP Schedule

Date and Time	Event
August 13, 2024 at 9:00 AM	Mandatory Pre-Proposal Site Visit
August 16, 2024 at 5:00 PM	Questions Deadline
August 27, 2024 at 2:00 PM	RFPs Due

Mandatory Pre-Proposal Site Visit

All proposers are required to attend the mandatory pre-proposal site visit to conduct an inspection prior to submitting a proposal. This site visit will be held at **9:00 AM ET on**



August 13, 2024. Please meet in the City Hall Council Chambers located at 300 West Waugh Street.

Submission Information

The responsibility for submitting a response to this RFP on or before the stated date and time will be solely and strictly the responsibility of the Proposer.

Sealed Proposals will be received by the City of Dalton at the **City of Dalton Finance Department 300 W. Waugh Street, Dalton, Georgia 30720 until AUGUST 27, 2024 at 2:00 PM ET.** The envelope containing the proposals must be **sealed** and designated as the proposal for the project entitled:

*SEALED PROPOSAL FOR:
HVAC RENOVATIONS FOR CITY OF DALTON CITY HALL*

No proposal may be withdrawn within sixty (60) days after the proposal opening and shall remain firm through this period. Proposals must be signed by a company officer who is legally authorized to enter into a contractual relationship in the name of the Firm. The City of Dalton reserves the right to waive any informality and to reject any and all proposals.

No proposals will be received or accepted after **2:00 PM ET, AUGUST 27, 2024.** Proposals submitted after the designated date and time will be deemed invalid and returned unopened to the proposer. The City of Dalton is not responsible for lost or misdirected mail.

Substitutions, Questions and Addenda

All product substitution requests and questions regarding this RFP shall be submitted in writing via email by the **questions deadline of 5:00 PM ET, AUGUST 16, 2024.** Questions must be directed to:

Jeff Westbrook, P.E.
March Adams & Associates, Inc.
Email: jeff.westbrook@marchadams.com

The City of Dalton or their representatives will issue responses to product substitution requests, questions and any other corrections or amendments it deems necessary in written addenda issued within 2 days after the questions deadline. Proposers are advised to check the City of Dalton's website for addenda before submitting a proposal.



Proposals which fail to acknowledge the receipt of any addendum (if applicable) will result in the rejection of the offer if the addendum contains information which substantively changes the City's requirements.

Indemnification

Contractor shall assume the obligation to indemnify and hold harmless the City of Dalton, its officers, employees, and representatives from and against any and all claims, damages, suits, fees, judgments, costs, expenses (including attorneys' fees), liability or payment arising out of, or through, injury to any person or persons including death and loss of services, or damage to property, suffered through any cause whatsoever in the work involved in the contract and to defend on their behalf any suit brought against them arising from such cause.

Any and all damages and costs associated with and to pedestrians, vehicles, buildings, etc. are the sole responsibility of the Contractor. The City of Dalton may review any disputes and the City's decision shall be final.

Georgia Security and Immigration Compliance

In compliance with the Georgia Security and Immigration Compliance Act, all contractors must comply with the above-mentioned State of Georgia regulations by completing the provided affidavits relative to contractor and subcontractor stating affirmatively that the contractor and any subcontractors are registered and participating in a federal work authorization program. All applicable affidavits have been included with this RFP, and **ALL SEALED PROPOSALS MUST INCLUDE EXECUTED E-VERIFY AFFIDAVIT AT THE TIME OF THE OPENING.**

2.0 Submittal Requirements/ Format

Proposal Format: The following outline presents the guidelines governing the format and content of the Proposal, as well as the approach to be used in its development and presentation. The intent of the RFP is to encourage responses that clearly communicate the Proposer's understanding of the City's requirements, and its approach to successfully provide the products and/or services on time and within budget. Only that information which is essential to an understanding and evaluation of the Proposal should be submitted. Items not specifically and explicitly related to the RFP and Proposal, e.g. brochures, marketing materials, etc. will not be considered in the evaluation.

All proposals shall address the following items in the order listed below, and shall be labeled accordingly.

- A. Proposal Summary: This section shall discuss highlights, key features and Proposer's understanding of the **Scope of Services (see drawings M0.5 Mechanical Notes & Scope of Work)**. In this section, include a list of company representatives for this Proposal and how to communicate with them.

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- B. Firm Profile: This section shall include a brief description of the size of the Proposer's firm. Include information about the firm's capacity and resources. Include all other firms (sub-contractors) participating in the Proposal, including similar information about the firm(s), if applicable.
- C. Qualifications of the Firm: This section shall describe the Proposer's qualifications (and sub-contractors, if applicable) and previous experience on similar or related projects. Provide descriptions of pertinent project experience with other public municipalities and private sector clients in the last two (2) years. This includes a summary of the work performed, the total project cost, the percentage of work the firm was responsible for, and the period over which the work was completed.
- D. Work Plan and Scheduling: This section shall establish that the Proposer understands the City's objectives and requirements. Include a full description of major tasks and subtasks, as well as a proposed time schedule for the completion of the project. The time schedule shall include information about the sequencing and the duration of the various tasks involved in the required services requested in **Scope of Services**.
- E. Project Staffing: This section shall discuss how the Proposer will staff this project. Key project team members shall be identified by name, title, and specific responsibility for the project.
- F. Proposal Cost: This section shall provide a cost of the professional services in a sufficiently detailed, and easily readable, format to include breakdowns for the various tasks and deliverables, taking into consideration both time and materials. All pricing must be inclusive, and include labor, material, and equipment necessary for each task listed in **Scope of Services**. Provision of this information assists the City in determining whether the Proposer understands the project, as well as whether the costs are fair and reasonable in light of the services to be provided.
- G. Warranty: This section shall address each of the following:
- Manufacturers' warranties and/or guarantees of all equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Proposer's workmanship and material warranty from any defects occurring within a period of one (1) year from the date of acceptance of the work.
 - Warranty inspections during Proposer's warranty period.
 - Final warranty report prior to the end of the Proposer's warranty period.
- H. Client References: Supply a minimum of three (3) professional references, which includes past and current clients. Additional references may be included
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which reflect a similar scope of work to this project. Current contact information for references must be included.

- I. Vendor Packet: Prior to the award, the awarded vendor will be required to complete and return the City Vendor Packet for “services”, which can be obtained by following the link below:

<https://www.daltonga.gov/finance/page/vendor-packets>

- J. Insurance Requirements: Contractor shall procure and maintain for the duration of the contract and for a period of two years after completion of project, insurance against claims for injuries to persons or damages to property that may arise from or in connection with performance of the Work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. The limits of liability for the insurance shall provide coverage for not less than the following amounts or greater were required by law:

Workers Compensation (WC)

State:	Statutory
Federal:	Statutory
Employer’s Liability – Each Accident:	\$100,000
Employer’s Liability – Disease – Each Employee:	\$100,000
Employer’s Liability – Disease – Policy Limit:	\$500,000

Commercial General Liability (CGL)

Each Occurrence Limit:	\$1,000,000
Personal & Advertising Injury Limit:	\$1,000,000
General Aggregate Limit:	\$2,000,000
Products/Completed Ops. Aggregate Limit:	\$2,000,000

Automobile Liability

Combined Single Limit:	\$1,000,000
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Umbrella Liability: Umbrella Liability policy with a minimum equal to or greater than \$4,000,000.00.

Worker’s Compensation: Worker’s Compensation policy shall include a waiver of subrogation in favor of The City of Dalton.

Additional Insured: The vendor shall add the “City of Dalton, its officers, employees and agents” as an additional insured under the commercial general liability, automobile liability and umbrella liability policies.

Insurance company must have an A.M. Best Rating of A-6 or higher. Insurance company must be licensed to do business by the Georgia Secretary of State. Insurance company must be authorized to do business in the State of Georgia by the Georgia Insurance Department.



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- K. Liquidated Damages: The Proposer's project schedule shall provide the number of days for project completion. Contractor shall agree to pay as liquidated damages the sum of \$500.00 per each consecutive calendar day of delay beyond the Proposer's number of days for project completion or acceptance of work.
 - L. Bid Bond: Each proposal must be accompanied by a bid bond prepared on the form of bid bond attached hereto, duly executed by the proposer as principal and having as surety thereon a surety company approved by the Owner, in the amount of five (5)% of the proposed lumps sum contract price (exclusive of any alternates and unit prices).
 - M. Prior to commencing such Work, and prior to the issuance of the Notice to Proceed, Contractor shall furnish to the City duly executed Payment and Performance Bonds complying with all requirements of the Contract Documents along with Certificates of Insurance demonstrating that all required coverages are in place.

3.0 Project Specifications

The Scope of Services, as may be modified through negotiation and/or by written addendum issued by the City, will be made part of the Agreement. Firms interested in obtaining a Contract with the City of Dalton for HVAC renovations at the City of Dalton City Hall shall prepare a written proposal packages to include, but not limited to, the following terms and conditions:

- A. Proposers shall provide a lump sum price for all labor, materials, equipment, and other necessary resources for the proper removal, disposal and replacement of all equipment shown on the drawings titled Dalton City Hall HVAC Renovations dated 05/10/24 by March Adams & Associates, Inc.
- B. The project requires that City Hall remain in operation during the full installation of the prescribed systems. Drawing **M0.5 Mechanical Notes & Scope of Work** provides a rough guideline for the progression of work that will allow the building to remain in operation during construction and provide for the least disruptive construction process. The Contractor is responsible to coordinate a detailed sequence of construction and work with City Hall staff to implement the construction with minimal disruption of services and impact.
- C. Contractor is responsible to ensure that all required items for a full functioning system are installed.
- D. The worksite and all work areas shall remain clean and organized at all times, and all waste shall be removed, and properly disposed of, at the end of each work day.

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- E. All work must be performed in accordance with all Federal, State, and Local regulations.

4.0 Minimum Criteria Used to Determine Responsibility and Responsiveness of Proposals

Proposals shall be reviewed and evaluated based on their relative responsiveness to the criteria described in section 2.0 and with the weighted scoring system outlined below. The following evaluation criteria sum to 100 points and will be evaluated by a committee designated by the City of Dalton. The Firm's proposal which scores the highest shall be awarded the Contract. **Attachment A** is a blank copy of the RFP Evaluation Scoresheet that will be used to evaluate the proposals.

- A. Qualifications of the Firm for Mechanical Systems Installation – 25 points
- B. Qualifications of the Firm for Mechanical Controls Installation – 10 points
- C. Schedule for Project Tasks and Overall Completion Proposed – 25 points
- D. Price Proposal – 25 points
- E. Warranty – 15 points

5.0 Method of Selection

The City of Dalton is using the Competitive Sealed Proposal method of source selection for this procurement. An award, if made, will be made to the responsible provider whose proposal is most advantageous to the City, and most responsible and responsive as required by law, taking into consideration the factors set forth in this RFP. Providers submitting proposals may be afforded an opportunity for discussion, negotiation and revision of proposals as authorized by O.C.G.A § 36-91-21. Discussions, negotiations and revisions may be permitted after submission of proposals and prior to an award for the purpose of obtaining the best and final offers. However, during the process of discussion, negotiation and revision, the government entity shall not disclose the contents of proposals to competing providers. All proposals shall be valid for a period of sixty (60) days from the submission date.

BID PROPOSAL

BID BOND
(Five Percent of Bid)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____



of the City of _____ State of _____ and County of _____
as Principal and _____
as Surety, are hereby held and firmly bound unto the CITY OF DALTON, GEORGIA as
Owner in the penal sum of _____
Dollars (\$_____) for the payment of which, well and truly to be made,
we hereby jointly and severally bind ourselves, our heirs, executors, administrators,
successors and assigns.

Signed this _____ day of _____, _____.

The condition of the above obligation is such that whereas the Principal has submitted to the CITY OF DALTON, GEORGIA a certain bid attached hereto and hereby made a part hereof to enter into a contract in writing for the construction of the project entitled:

CITY HALL HVAC RENOVAITONS
CITY OF DALTON, GEORGIA

NOW, THEREFORE,

- (a) If said bid shall be rejected or in the alternate,
- (b) If said bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (*properly completed in accordance with said bid*) and shall furnish a bond for his faithful performance of

BID BOND
(Continued)

said contract and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void; otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said



Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bids, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Witness As To Principal

Principal

By _____ SEAL

Witness As To Surety

Surety

Address

By _____ SEAL
Attorney-in-Fact

BID PROPOSAL

Place _____
Date _____

Proposal of _____ (*hereinafter called "Bidder"*) a contractor organized and existing under the laws of the City of _____ State of _____ and County of _____, * an individual, a corporation, or a partnership doing business as _____



TO: CITY OF DALTON, GEORGIA
(Hereinafter called "Owner")

Gentlemen:

The Bidder in compliance with your invitation for bids for City Hall HVAC Renovations having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under this contract, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date specified in a written "Notice to Proceed" of the Owner and to fully complete the project within the number of consecutive calendar days provided in proposal. Bidder further agrees to pay as liquidated damages the sum of \$500.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions under "Time of Completion and Liquidated Damages."

Bidder acknowledges receipt of the following addenda:

*Strike out inapplicable terms

BID PROPOSAL
(Continued)

Amount shall be shown in figures.

The prices submitted shall include all labor, materials, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

The undersigned further agrees that, in case of failure on his part to execute said contract



and bond within ten (10) days after the award thereof, the check or bond accompanying his bid and the money payable thereon shall become the property of the Owner; otherwise, the check or bond accompanying this proposal shall be returned to the Bidder.

The Bidder declares that he understands that the quantities shown on the proposal are subject to adjustment by either increase or decrease, and that should the quantities of any of the items of work be increased, the undersigned proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, he also understands that payment will be made on actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in the quantities and that actual quantities will be determined upon completion of work, at which time adjustment will be made to the contract amount by direct increase or decrease.

Attached hereto is a bid bond or certified check on the _____ of _____ in the amount of _____ according to conditions under "Information For Bidders" and the provisions therein.

The full name and residence of persons or parties interested in the foregoing bids, as principals, are named as follows:

BID PROPOSAL
(Continued)

Dated at:

The ____ day of _____, _____

Principal

By _____ SEAL



CONSTRUCTION PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR *(Name and Address):*

OWNER *(Name and Address):*

CITY OF DALTON
P.O. BOX 1205
DALTON, GEORGIA 30722

CONSTRUCTION CONTRACT:

Date: _____

Amount: _____

Description *(Name and location):*

CITY HALL HVAC RENOVATION
CITY OF DALTON, GEORGIA

SURETY *(Name and Principal place of Business):*

BOND:

Date: _____

Amount: _____

Bond Number: _____

The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner and for the use and protection of all subcontractors and persons supplying labor, materials, machinery, and



CONSTRUCTION PAYMENT BOND

(Continued)

equipment in the prosecution of the Work involved in this Construction Contract.

1. With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 1.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 1.2. Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (*at the address described in Paragraph 12*) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
2. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligations to Claimant unless the Claimant has substantially complied with the requirements of O.C.G.A. 36-82-104 by giving the notices provided for therein. Each Claimant failing to substantially comply with said Code Section shall be deemed to have waived the protection of the payment bond. No Claimant shall file an action for payment against the Owner, Contractor or Surety, except in accordance with this section.
 - 4.1. Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (*at the address described in Paragraph 12*) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with the Contractor:
 1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed: and
 2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice

CONSTRUCTION PAYMENT BOND

(Continued)



to the Surety (*at the address described in Paragraph 12*) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1. Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and that basis for challenging any amounts that are disputed.
 - 6.2. Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. No suit or action on this bond shall be instituted by a Claimant after expiration of one (1) year from the completion of the contract and the acceptance of the work by the public entity responsible therefor.

CONSTRUCTION PAYMENT BOND
(Continued)

12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on this Bond.



13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in the Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

- 15.1. Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
- 15.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 15.3. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____

Company: _____

_____ (Corp. Seal)

_____ (Corp. Seal)

Signature: _____

Signature: _____

Name and Title: ____

Name and Title: ____



CONSTRUCTION PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR *(Name and Address):*



OWNER (*Name and Address*):

CITY OF DALTON
P.O. BOX 1205
DALTON, GEORGIA 30722

CONSTRUCTION CONTRACT:

Date: _____

Amount: _____

Description (*Name and location*):

CITY HALL HVAC RENOVATIONS
CITY OF DALTON, GEORGIA

SURETY (*Name and Principal place of Business*):

BOND:

Date: _____

Amount: _____

Bond number: _____

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor

CONSTRUCTION PERFORMANCE BOND

(Continued)

shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1. The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a



-
- reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
- 3.2. The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
- 4.1. Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
 - 4.2. Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to the

CONSTRUCTION PERFORMANCE BOND
(Continued)

- Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or
 2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy

available to the Owner.

6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

- 6.1. The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- 6.2. Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
- 6.3. Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time to the Construction Contract or to related subcontracts, purchase orders and other obligations.

CONSTRUCTION PERFORMANCE BOND

(Continued)

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted



herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

- 12.1. Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- 12.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 12.3. Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
- 12.4. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____

Company: _____

_____ (Corp. Seal)

_____ (Corp. Seal)

Signature: _____

Signature: _____

Name and Title: ____

Name and Title: ____



CITY OF DALTON
GENERAL CONSTRUCTION AGREEMENT

THIS GENERAL CONSTRUCTION AGREEMENT is made and entered into on this ___ day of _____, 2024 by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and _____, hereinafter referred to as "CONTRACTOR".

WHEREAS, CITY owns certain real Property located at 300 West Waugh Street, Dalton, GA 30720 upon which stands the City Hall; and

WHEREAS, CITY desires to renovate the existing HVAC system; and

WHEREAS, CONTRACTOR desires to construct the project to the CITY's specifications; and

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

1. CONSTRUCTION SITE: The real property upon which the existing



HVAC system shall be renovated is located at 300 West Waugh Street, Dalton, GA 30720, hereinafter “subject property”.

2. USE OF PROPERTY: CONTRACTOR shall have use and possession of the subject property at the following days and times to complete the project:

Days: 7 days a week if needed.

Time of day: All daylight hours as needed and scheduled.

In the event that CONTRACTOR should desire to use the subject property on additional dates or times, CONTRACTOR shall obtain written authorization from the City Administrator or their designee. CONTRACTOR shall not restrict the public use of or access to the subject property except as may be authorized by the City Administrator. The subject property shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the subject property. The subject property shall be used for renovation of the subject project and related storage only and not for any other commercial operations. The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents or other dangerous materials is prohibited except that such materials may be kept and stored in proper receptacles and secured from access by the public at the subject property during renovation as may be necessary for use in the operation of CONTRACTOR for completion of the subject project. Any such substances shall be delivered in such amount, and

stored and used only as approved by the CITY and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.

3. PROJECT: The CONTRACTOR shall complete the project and perform the services specified in the Request for Proposals for the Dalton City Hall HVAC Renovations which is included herein by reference and the specifications provided in the CONTRACTOR's proposal attached hereto as Exhibit "A", hereinbefore and after "the project".

4. DATE OF COMMENCEMENT: The CONTRACTOR shall commence work on the project on _____, 2024.

5. DATE OF COMPLETION: The CONTRACTOR shall complete the project on or before _____, 202__.

6. CONTRACT SUM: The CITY shall pay to CONTRACTOR the total sum of \$_____ Dollars for the complete performance of the project and terms of this Agreement. In addition, CITY shall pay to CONTRACTOR for any additional work performed pursuant to any mutually agreed to change orders. All change orders shall be in writing signed by both parties.

7. CONTRACT PENALTY: The CONTRACTOR shall pay to the CITY the amount of \$500.00 Dollars per calendar day for unexcused delay in completion of the project past the date of completion.

8. PAYMENT: The CITY shall pay the contract sum to CONTRACTOR upon complete performance of the project and terms of this Agreement. CONTRACTOR shall provide to CITY an Affidavit from the CONTRACTOR stating the CONTRACTOR has fully performed all terms of the Agreement. Final payment shall be made no later than 30 days after receipt of said Affidavit. Upon completion of any additional services, said additional services shall be paid within 30 days of receipt of invoice from CONTRACTOR. Payment shall be made via electronic funds transfer (EFT).

9. SURRENDER OF subject property: CONTRACTOR shall, no later than 5 days after completion of the project, surrender possession of the subject property and remove all vehicles, equipment, supplies, construction debris, waste and refuse from the subject property. CONTRACTOR shall reimburse CITY for the cost of removal of any such items remaining on the subject property after 5 days. CITY may have any such items stored at CONTRACTOR'S risk and expense. All personal property of CONTRACTOR, or SUBCONTRACTOR, remaining on the subject property or in possession of the CITY after 30 days shall be deemed abandoned by the CONTRACTOR, or the SUBCONTRACTOR, and may be disposed of by CITY without liability to CONTRACTOR, or SUBCONTRACTOR. All permanent improvements to the subject property shall become the Subject property of the CITY.

-
10. CITY COVENANTS: CITY covenants and agrees:
- (a) to provide all available information, data, reports, records and maps of or 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 Director of Public Works;
 - (d) to permit access to the subject property and obtain permission to access necessary private 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;
11. CONTRACTOR COVENANTS: CONTRACTOR covenants and agrees:
- (f) to perform the scope of services in a skilled, qualified, and professional manner, using that degree of care and skill ordinarily exercised by contractors practicing in the same or similar field;
 - (s) to use only employees and subcontractors qualified to complete the work with sufficient experience on same or substantially similar projects;
 - (t) to use only properly licensed employees or subcontractors for any work requiring a specialty, occupational, or professional license issued by the State of Georgia;
 - (u) to designate a representative authorized to act on the CONTRACTOR's behalf with respect to the project.
 - (v) to use the subject property in a safe, careful and lawful manner;
 - (w) 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;
 - (x) to promptly report in writing to CITY any damage to 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;

- (y) to keep the subject property in a clean and orderly condition and to remove any personal property of CONTRACTOR upon completion of the project, and require all SUBCONTRACTOR's to do the same unless otherwise permitted by the CITY;
- (z) 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;
- (aa) to determine the appropriate method, details and means of performing the scope of services provided by this Agreement;
- (bb) to exercise the ordinary standard of care in complying with the laws, codes, and regulations applicable to the CONTRACTOR's services;
- (cc) to exercise diligence and to complete delivery of the scope of services in a timely manner consistent with the exercise of due care;
- (dd) 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;
- (ee) to prepare and submit to the CITY reports required by the scope of services or upon the written request of the CITY.
- (ff) 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;
- (gg) to permit CITY and its employees and agents access to the subject property at all reasonable times for the purposes of making repairs, inspecting the subject property, and inspecting the progress of the project;
- (hh) to use only new materials appropriate for completion of the project;

12. 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 or non-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 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, pursuant to State law, CITY does 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 be at any time 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 Subject property except if arising from or caused by the sole fault or negligence of CITY.

13. 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:

(e) General Liability Coverage - General Liability policy with a minimum limit of \$1,000,000.00 per occurrence for bodily injury and property damage. Policy to list The City of Dalton as an additional insured.

(f) Workers' Compensation Coverage – Workers' Compensation policy with the following minimum limits:

(3) Workers' Compensation statutory limits;

(4) 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. Policy to include a waiver of subrogation in favor of the City of Dalton.

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

(h) Umbrella Liability Policy – Umbrella Liability policy with a minimum of \$4,000,000.00 with the City of Dalton as an additional insured.

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

15. 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. Any subcontractor approved for work on the project shall abide by any and all terms of this Agreement.

16. 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.

17. 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/Andrew Parker
300 W Waugh Street
P.O. Box 1205
Dalton, GA 30722-1205

Such notice to CONTRACTOR shall be mailed to: _____

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.

18. CONTRACT DOCUMENTS: This 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.

19. 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.

20. **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.

21. **WARRANTY:** CONTRACTOR shall provide to CITY a general warranty for labor and materials and guarantees that the work on the project it performs shall be free from any defects in workmanship and materials for a period for a period of two (2) years from the date of completion in addition to any additional warranty provided in Section 3 - Project description. Within ten days of completion of the terms of the Agreement, CONTRACTOR shall provide to CITY all original warranty documents from any third party.

22. **BONDS:** CONTRACTOR shall provide and maintain the types and amounts of bonds as required by the City of Dalton Request for Proposals for City Hall HVAC Renovations for the City of Dalton, Georgia.

23. **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, then CONTRACTOR shall pay to CITY an amount equal to fifteen percent (15%) of the contract sum as attorneys' fees, if the CITY is the prevailing party.

(h) Confidentiality. All information and documentation regarding the project and the CONTRACTOR's services shall be maintained in confidence and shall not be disclosed to any third party by CONTRACTOR, without CITY's written authorization, except as may be required by the Georgia Open Records Act. CONTRACTOR shall promptly notify CITY of any third-party request for said information or documentation prior to any disclosure. CITY agrees that the technical methods, design details, techniques and pricing data contained in any material submitted by CONTRACTOR pertaining to this Agreement shall be considered confidential and proprietary, and shall not be disclosed to any third party, except 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

CONTRACTOR 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 Dalton 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 Dalton, 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 Dalton 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.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 20____

Notary Public
My Commission Expires:

* 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).



Attachment A Sample Evaluation Form

Cumulative RFP Evaluation Scoresheet CITY HALL HVAC RENOVATIONS for the City of Dalton, Georgia

Evaluators:

Evaluation Criteria	Maximum Points Per Category	Proposers				
		Points Assigned By Evaluator				
Qualifications of the Firm for Mechanical Systems Installation	25					
Qualifications of the Firm for Mechanical Controls Installation	10					
Schedule for Project Tasks and Overall Completion Proposed	25					
Price Proposal	25					
Warranty	15					
Total Score	100	0	0	0	0	0

