

**CITY OF DALTON
MUNICIPAL AIRPORT**

GENERAL CONSTRUCTION AGREEMENT

THIS GENERAL CONSTRUCTION AGREEMENT is made and entered into on this 16th day of May, 2022 by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and Grade 1 Underground, Inc., hereinafter referred to as "CONTRACTOR".

WHEREAS, CITY owns certain real Property located at 4483 Airport Rd SE, Dalton, GA 30721 upon which the Dalton Municipal Airport operates; and

WHEREAS, CITY desires to construct (an) additional fire hydrant(s) upon said Property; 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 project shall be constructed is an unpaved, portion of the property located at 4477 Airport Rd, Dalton, GA 30721 between the buildings labeled B7, B5, and the proposed site of the building PB1 as described on the 5th page of Exhibit A, 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: May 16, 2022 through June 30, 2022

Time of day: 7:00 a.m. to 8:00 p.m.

In the event that CONTRACTOR should desire to use the subject property on additional dates or times, CONTRACTOR shall obtain written authorization from the Manager of the Dalton Municipal Airport. CONTRACTOR shall not restrict the public use of or access to the subject property except as may be authorized by the Manager. CONTRACTOR shall not use the property in such a way as to interfere with the regular operation of Dalton Municipal Airport except as is necessary and approved in writing by the

Manager. 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 construction 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 construction 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 PROPOSAL FIRE HYDRANT INSTALLATION AT DALTON MUNICIPAL AIRPORT" attached hereto as "Exhibit A" which is included herein by reference and the specifications provided in the CONTRACTOR's proposal (Qoute No. 1780209) attached hereto as "Exhibit B". Work scope shall also include the provision of an underground concrete vault to house backflow device, removal of all excess dirt to a specified on-site location and reseed and hay treatment of disturbed ground areas.

4. DATE OF COMMENCEMENT: The CONTRACTOR shall commence work on the project on _____, 2022. If no date is provided, then the date of commencement shall be ten days from execution of this Agreement.

5. DATE OF COMPLETION: The CONTRACTOR shall complete the project on or before June 30, 2022.

6. CONTRACT SUM: The CITY shall pay to CONTRACTOR the total sum of \$62742.70 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 \$ 100 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 Subject property remaining on the subject property or possession of the CITY after 30 days shall be deemed abandoned by the CONTRACTOR and may be disposed of by CITY without liability to CONTRACTOR. 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 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 Manager of the Dalton Municipal Airport;
- (d) to permit access to the subject public subject property and obtain 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;

11. CONTRACTOR COVENANTS: CONTRACTOR covenants and agrees:

- (a) 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;
- (b) to use only employees and subcontractors qualified to complete the work with sufficient experience in same or substantially similar projects;
- (c) 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 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;
- (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;
- (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 Subject 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 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 Subject 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.
- (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.

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:** 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 Subject 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 Proposal provided in Section 3 – Project description.

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 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 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.

SIGNITURES ON FOLLOWING PAGE

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

REQUEST FOR PROPOSAL (RFP)

FIRE HYDRANT INSTALLATION AT DALTON MUNICIPAL AIRPORT

Proposal of materials and labor required to install a fire hydrant at the Dalton Municipal Airport.

City of Dalton
PO Box 1205
Dalton, Georgia 30722
Phone: 706-618-4384
awiersma@daltonga.gov

RFP ID: AIR20221
Prepared By: City of Dalton
Date: April 20, 2022

REQUEST FOR PROPOSAL
FIRE HYDRANT INSTALLATION AT DALTON MUNICIPAL AIRPORT

RFP ID: AIR20221

PROPOSAL SUBMISSION DEADLINE: MAY 4, 2022 3:00 PM EST

Questions may be directed to:

Contact Name: Andrew Wiersma
Contact Address: 4483 Airport Rd
Dalton, GA 30721
Contact Telephone: 706-618-4384
Email Address: awiersma@daltonga.gov

INTRODUCTION

The City of Dalton welcomes proposals for the project: Fire Hydrant Installation at Dalton Municipal Airport. Please take the time to carefully read and become familiar with the proposal requirements. All proposals submitted for consideration must be received by the time specified above under the “Proposal Submission Deadline.”

PROJECT OBJECTIVE

The objective and ultimate goal for this project is to meet current fire hydrant code requirements for the future construction of three (3) 60’x60’ aircraft hangars.

PROJECT SCOPE AND SPECIFICATIONS

Project scope includes all necessary materials and labor to install a fire hydrant which meets current fire code for fire hydrant proximity to the proposed hangar structures, including but not limited to, standard pit and 8” double-check backflow device, hydrant(s) and all required piping and fittings. Contractor is encouraged to propose whatever is necessary to best meet project objective. See page 5 for site drawings and specifications.

PROJECT TIMELINE

Project is needed ASAP with a completion date of no later than June 30, 2022.

PROJECT PROPOSAL EXPECTATIONS

City of Dalton shall award the contract to the proposal that best accommodates the various project requirements. The City of Dalton reserves the right to reject any and all proposals, to waive any informalities or irregularities in the proposals received and to accept that which is deemed most qualified to the City of Dalton. No proposal may be withdrawn by the Owner within sixty (60) days after actual date of opening thereof.

DEADLINE TO SUBMIT PROPOSAL

All proposals must be received by the City of Dalton no later than 3:00 PM on May 4, 2022 for consideration in the project proposal selection process. Proposals will be opened and publicly announced at 3:00 PM on May 4, 2022 at Dalton City Hall.

PROPOSAL SELECTION CRITERIA

Only those proposals received by the stated deadline will be considered. All proposals, submitted by the deadline, will be reviewed and evaluated based upon information provided in the submitted proposal. In addition, consideration will be given to cost and performance projections. Furthermore, the following criteria will be given considerable weight in the proposal selection process:

1. Proposals received by the stipulated deadline must be in the correct format.
2. Bidder's alleged performance effectiveness of their proposal's solution.
3. Bidder's performance history and alleged ability to timely deliver proposed services.
4. Bidder's ability to provide and deliver qualified personnel having the knowledge and skills required to effectively and efficiently execute proposed services.
5. Overall cost effectiveness of the proposal.

PROPOSAL SUBMISSION FORMAT

The following is a list of information that the Bidder should include in their proposal submission:

Summary of Bidder Background

1. Bidder's Name(s)
2. Bidder's Address
3. Bidder's Contact Information (and preferred method of communication)
4. Legal Formation of Bidder (e.g. sole proprietor, partnership, corporation)
5. Date Bidder's Company was Formed
6. Description of Bidder's company in terms of size, range and types of services offered and clientele.
7. Evidence of established track record for providing services and/or deliverables that are the subject of this proposal.

Financial Information

1. State whether the Bidder or its parent company (if any) has ever filed for bankruptcy or any form of reorganization under the bankruptcy code.
2. State whether the Bidder or its parent company (if any) has ever received any sanctions or is currently under investigation by any regulatory or governmental body.

Proposed Outcome

- Summary of timeline and work to be completed

Equipment or Service

- List any and all equipment or services required for this proposed project and the number of each.
- Detailed estimated cost for each piece of equipment or service.

Cost Proposal Summary and Breakdown

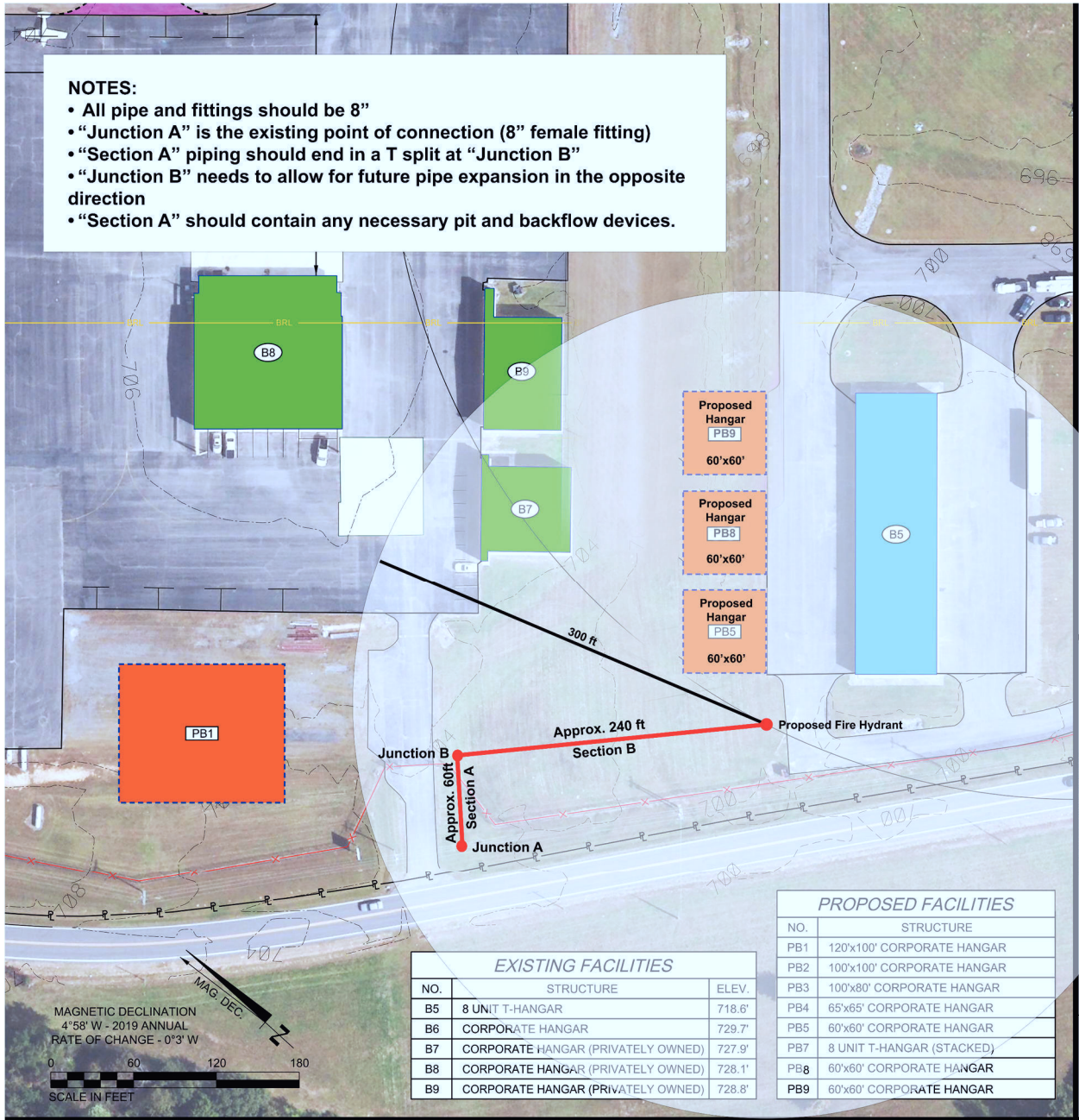
- A detailed list of any and all expected costs or expenses related to the proposed project.
- Summary and explanation of any other contributing expenses to the total cost.
- Brief summary of the total cost of the proposal.

ADDITIONAL CONTRACTOR REQUIREMENTS

- Winning contractor must maintain active status as an approved City of Dalton vendor throughout the duration of contract for services.
- Winning contractor must agree to maintain a policy of insurance in the minimum amount of \$1,000,000 during the agreement.
- Winning contractor must agree to provide workers' compensation insurance for Contractor's employees and agents and hold harmless and indemnify City for any and all claims arising out of any injury, disability, or death of any of Contractor's employees or agents.

NOTES:

- All pipe and fittings should be 8"
- "Junction A" is the existing point of connection (8" female fitting)
- "Section A" piping should end in a T split at "Junction B"
- "Junction B" needs to allow for future pipe expansion in the opposite direction
- "Section A" should contain any necessary pit and backflow devices.



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From | **Grade 1 Underground, Inc.**
423 Virgil Drive
Dalton GA 30721
706-529-7875
grade1ug.com
An Underground and Site
Work Company Serving
You

Quote No. | **1780209**
Type | Installation
Prepared By | David Lomax
Created On | 07/01/2021
Valid Until | 05/31/2022

Quote For | **City of Dalton Municipal Airport**
4483 AIRPORT RD SE
DALTON GA 30721-5621

Description of Work

To provide and install under ground piping system to feed new additional building with (2) Fire Hydrants. These prices are for the following job to be completed at the same time work separated may increase price.

City Valve to The T on other side of Pit (\$27,147.00)

- (1) Standard Pit w/ 8" Double Check Backflow with FDC
- (1) City Spec Hydrant
- Before pit outside the fence.
- (60') 8" C-900 Pipe & Fittings

After the T fitting at the fence. (\$35,671.70)

- (240') 8" C-900 Pipe & Fittings
- (1) City Fire Hydrant

All work to be performed during normal working hours 7:30 AM until 4:00 PM Monday through Friday, unless otherwise negotiated.

Equipment price subject to change after 30 days.

We appreciate you allowing our firm to quote this work and hope our price will meet with your approval.

Respectfully submitted,

David Lomax

Services to be completed

Alarm Systems

Underground Piping for Hydrants

GRAND TOTAL \$62,742.70