

**CITY OF DALTON
PUBLIC WORKS DEPARTMENT**

GENERAL CONSTRUCTION

AGREEMENT

THIS GENERAL CONSTRUCTION AGREEMENT is made and entered into on this 18th day of November, 2024 by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and Leonard Brothers Construction, hereinafter referred to as "CONTRACTOR".

WHEREAS, CITY owns certain real Property located at 101 S Hamilton St., Dalton, GA 30720 upon which the Public Works Department operates Burr Performing Arts Park; and

WHEREAS, CITY desires to construct a roof expansion upon said Property; and

WHEREAS, CONTRACTOR desires to construct the project to the CITY's request; 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 located at 101 S Hamilton St., 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: 6 days a week if needed,

Time of day: 7:00 am to 7:00 PM

In the event that CONTRACTOR should desire to use the subject property on additional dates or times, CONTRACTOR shall obtain written authorization from the Director of the Public Works Department or their designee. CONTRACTOR shall not restrict the public use of or access to the subject property except as may be authorized by the Director.

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 thorn access by the public at the subject properly 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 Proposals – Design/Build Burr Park Stage Roof Extension 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 November 25, 2024.

5. DATE OF COMPLETION: The CONTRACTOR shall complete the project on or before January 31st, 2025.

6. CONTRACT SUM: The CITY shall pay to CONTRACTOR the total sum of \$ 38,300.00 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 \$ 300.00 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 (RFT).

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 the 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:
 - (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;
- (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.**

(b) **Workers' Compensation Coverage — Workers' Compensation policy with the following minimum limits:**

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

(2) **Employer's Liability:**

a. **Bodily Injury by Accident - \$100,000.00**

b. **Bodily Injury by Disease - \$500,000.00 policy limit**

c. **Bodily Injury by Disease - \$100,000.00 each employee.**

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

(c) **Auto Liability Coverage — Auto Liability policy with a 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) **Property Coverage or Builder's Risk Coverage - Property Coverage or Builder's Risk policy with a minimum equal to or greater than the existing building value for renovations, equal to or greater than the total cost of construction per contract for new construction, and equal to or greater than the existing building value being renovated plus the total cost of new construction per contract for mixed renovation and new construction.**

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 nor 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: Public Works Department/Chad Townsend
300 W Waugh Street
P.O. Box 1205
Dalton, GA 30722-1205

Such notice to CONTRACTOR shall be mailed to: Leonard Brothers Construction
P.O. Box 1950
Chatsworth, GA 30705

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

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 one (1) year 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 Design/Build Burr Park Stage Roof Extension.

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 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:

LEONARD CONSTRUCTION, INC.

BY: 

TITLE: C.F.O.

CITY:

CITY OF DALTON, GEORGIA

BY: _____

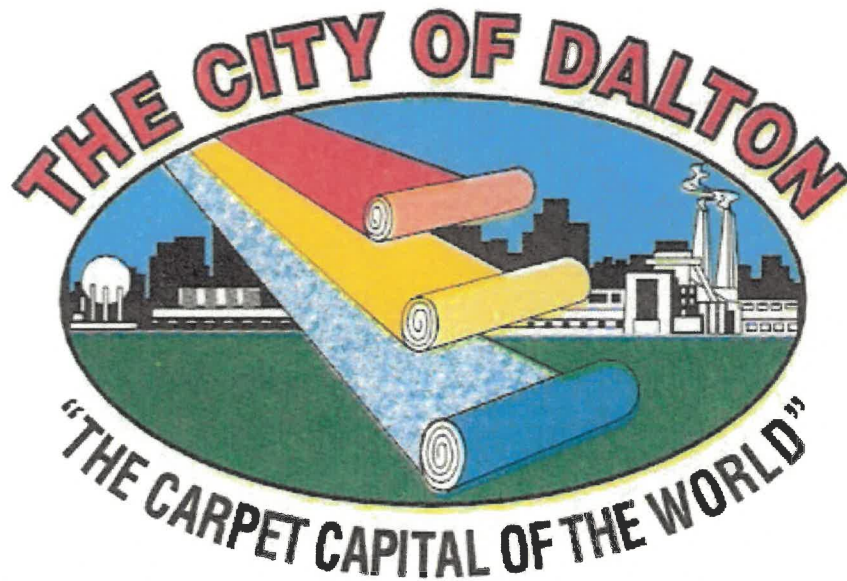
MAYOR

ATTEST: _____

Exhibit A

Request for Proposal Packet

CITY OF DALTON, GEORGIA



CONTRACT DOCUMENTS

For
PROJECT:

**BURR PARK STAGE ROOF EXTENSION DESIGN BUILD
DALTON PROJECT NO. PW-2024-GF-30005**

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

ADVERTISEMENT FOR PROPOSAL

BURR PARK STAGE ROOF EXTENSION DESIGN BUILD DALTON PROJECT NO. PW-2024-GF-30005

Sealed proposals will be received by the City of Dalton Finance Department located at 300 W. Waugh Street, Dalton, Georgia 30722 until:

FRIDAY, NOVEMBER 12, 2024 AT 2:00 PM

for the furnishing of all design, permitting, materials, labor, tools, skill, equipment and incidentals unless noted otherwise for the construction of the project entitled:

BURR PARK STAGE ROOF EXTENSION DESIGN BUILD DALTON PROJECT NO. PW-2024-GF-30005

at which time and place the sealed bids will be publicly opened and read aloud.

Bids received after the designated time will not be considered.

The principal items of construction include:

The structural design for and construction of an extension to the existing roof on the stage located at Burr Performing Arts Park. The roof of the stage at Burr Park stops short of the existing cantilever beams and the desire is to utilize the existing cantilever beams to extend the roof approximately +/-12' to the rear of stage. The roof extension should match the construction of the existing structural elements, decking material and roofing material.

Bidders shall inform themselves of and comply with all conditions and specifications contained in the proposal package, contract, related documents and State and Federal Law.

The proposal package and contract documents for this project are open to public inspection at the City of Dalton Public Works Department located at 535 Elm Street, Dalton, Georgia 30721. The Public Works Department may be contacted by telephone at (706) 278-7077 or by mail at P.O. Box 1205, Dalton, Georgia 30722.

A **Mandatory** pre-bid meeting is scheduled for **1:00 PM Friday, November 5, 2024** to be held onsite at Burr Performing Arts Park, 101 S Hamilton St – Dalton, GA 30720. Please reserve time to tour the site location. Failure to attend the mandatory pre-bid meeting will result in disqualification from being able to provide a bid on the work.

Any questions pertaining to the proposal documents should be submitted in writing via email by the **questions deadline of 2:00 PM November 6, 2024**. Questions must be directed to Chad Townsend at: ctownsend@daltonga.gov

The City of Dalton will issue responses to questions and any other corrections or amendments it deems necessary in written addenda issued prior to the proposal due date.

Design/Build Proposers are advised to check the website for addenda before submitting a bid.

One Contract shall be awarded covering all design, work, and the contract duration shall be 10 weeks from notice to proceed. Bidders must agree to pay as liquidated damages the sum of \$300.00 per each consecutive calendar day thereafter. Due consideration will be given to delivery of materials in specifying starting date.

Contract documents and the proposal package for this project may be obtained electronically via the City of Dalton's webpage <http://www.daltonga.gov>.

Should a bidder choose to download the bid package from the City of Dalton webpage, please send a written request to be added to the Project "Bidder's List" by sending an email request to: ctownsend@daltonga.gov.

Bids must be accompanied by a Certified Check or Bid Bond in an amount equal to not less than five percent (5%) of the proposal, **if the proposal is over \$100,000**, to be considered.

No bid may be withdrawn after the scheduled closing time for receiving bids for a period of sixty (60) days.

The Owner reserves the right to reject any or all bids (and/or alternates) and to waive formalities and re-advertise.

CITY OF DALTON, GEORGIA

BY



Chad Townsend
Director of Public Works

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SECTION 0100 – INFORMATION FOR PROPOSERS

0101 RECEIPT AND OPENING OF PROPOSALS

The CITY OF DALTON, GEORGIA (*hereinafter called the Owner*), invites DESIGN/BUILD PROPOSALS on the form attached hereto, all blanks of which must be appropriately filled in. Proposals will be received by the Owner at the CITY OF DALTON FINANCE DEPARTMENT 300 W. WAUGH STREET, DALTON, GEORGIA 30722 until NOVEMBER 12, 2024 AT 2:00 PM and then at said office publicly opened and read aloud. The envelope containing the proposals must be sealed and designated as the proposal for the construction of the project entitled:

BURR PARK STAGE ROOF EXTENSION DESIGN BUILD DALTON PROJECT NO. PW-2024-GF-30005

The Owner may consider informal any proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities to reject any and all proposals. Any proposal may be withdrawn prior to the above scheduled time for opening of proposals or authorized postponement thereof. Any proposal received after the time and date specified shall not be considered. No proposal may withdraw a proposal within 60 days after the actual date of the opening thereof.

0102 PREPARATION OF PROPOSAL

Each proposal must be submitted on the prescribed form attached as “Exhibit C”. All blank spaces for proposal prices must be filled in, in ink or typewritten, in numerals for unit prices and for total amounts.

It is desired, that each proposal be inclusive of Contractor Qualifications, Structural Engineer Design Firm Qualifications, references for Contractor, references for Structural Engineer, and construction schedule.

Each proposal must be submitted in a sealed envelope bearing on the outside, the name of the proposer, his address, and the name of the project for which the proposal is submitted. In accordance with State Law (O.C.G.A 13-10-91 & 50-36), **ALL SEALED PROPOSALS MUST INCLUDE AN EXECUTED E-VERIFY AFFIDAVIT**, THIS DOCUMENT CAN BE FOUND IN THE PROPOSAL SECTION. If forwarded by mail, the sealed envelope containing the proposal must be enclosed in another envelope addressed as specified in the proposal form. Any

proposal which is not properly prepared and accompanied by required certifications may be rejected by the Owner.

Each proposer will be required to certify compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act O.C.G.A. §13-10-90 et seq. by doing the following: registering at <https://www.uscis.gov/e-verify> to verify information of all newly hired employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act. Each firm must submit a completed and notarized E-verify (Exhibit A) affidavit with their proposal submittal. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

0103 ELECTRONIC MAIL MODIFICATION

Any proposer may modify his proposal by written electronic communication at any time prior to the scheduled closing time for receipt of proposals, provided such communication is received by the Owner prior to the closing time, and, provided further, the Owner is satisfied that a written confirmation of the electronic modification over the signature of the proposal was mailed prior to the closing time. If written confirmation is not received within two days from the closing time, no consideration will be given to the electronically mailed modification.

0104 QUALIFICATIONS OF PROPOSERS

The Owner may make such investigations as he deems necessary to determine the ability of the proposers to perform the work, and the proposer shall furnish to the Owner all such information and data for this purpose as the Owner may request. By submission of his proposal, the proposer acknowledges the right of the Owner to make such investigations, to contact references and utilize this information as a basis of determining award of the contract. The Owner reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the Owner that such proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional proposals will not be accepted.

Written information pertaining to the proposer's qualifications may be requested by the Owner. Failure of the proposer to provide such information within fifteen days of notification will be grounds for disqualification.

0105 PROPOSAL SECURITY

IF THE PROPOSAL EXCEEDS \$100,000, the proposal must be accompanied by a certified check or 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 proposal. Such certified checks or bid bonds will be returned to all except the three lowest proposers within three days after the opening of proposals, and the remaining certified checks or bid bonds will be returned promptly after the Owner and the accepted proposer have executed the contracts, or, if no award has been made within 60 days after the date of the opening of proposals, upon demand of the proposer at any time thereafter, so long as he has not been notified of the acceptance of his proposal.

0106 LIQUIDATED DAMAGES AND FAILURE TO ENTER INTO CONTRACT

The successful proposer, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his proposal, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security (bid bond) deposited with his proposal.

0107 TIME OF COMPLETION AND LIQUIDATED DAMAGES

Proposer must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 12 weeks following "Notice to Proceed". Proposer must agree also to pay as liquidated damages the sum of \$300.00 per each consecutive calendar day thereafter. Anticipated "Notice to Proceed" date is tentatively set for December 3, 2022.

0108 CONDITION OF WORK

Each proposer must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful proposer of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

0109 ADDENDA AND INTERPRETATIONS

Oral interpretations of the meaning of the proposal documents & contract documents shall not be binding over written material.

Every request for such interpretation should be in writing addressed to City of Dalton Public Works, P.O. Box 1205, Dalton, Georgia 30722 or by email to Chad Townsend (ctownsend@daltonga.gov) and to be given consideration must be received by the questions deadline of 2:00 PM November 6, 2024. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the RFP documents, which, will be emailed to all prospective proposers. Failure of any proposer to receive any such addendum or

interpretations shall not relieve such proposer from any obligation under his proposal as submitted. All addenda so issued shall become part of the contract documents.

0110 SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with his delivery of the executed contract, **IF CONTRACT AMOUNT EXCEEDS \$100,000**, the Contractor shall furnish a surety bond or bonds as security for faithful performance of his contract and for the payment of all persons performing labor on the project under this contract, and furnishing materials in connection with his contract, as specified in the General Conditions included herein. Surety companies executing Bonds must appear on the Treasury Department's most current list (*Circular 570 as amended*) and be authorized to transact business in the state where the project is located.

0111 POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

0112 NOTICE OF SPECIAL CONDITIONS

Attention is particularly called to those parts of the contract documents and specifications which are identified subsequently under Special Conditions.

0113 LAWS AND REGULATIONS

The proposers' attention is directed to the fact that all applicable federal and state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

0114 METHOD OF AWARD

Each proposal will be evaluated individually and in the context of all other proposals. Proposals must be fully responsive to the requirements described in this RFP and to any subsequent requests for clarification or additional information made available by the City through written addenda to this RFP. There is no obligation on the part of the City to award the proposal to the lowest priced proposer, and the City reserves the right to award the contract to the Proposer submitting the best overall responsive proposal which is most advantageous and in the best interest of the City. The City shall be the sole judge of the proposals and the resulting contract that is in its best interest and its decision shall be final.

0114.A Evaluation Scoring Criteria

Proposers will be selected based upon the highest score out of a total of 100 points as per the evaluation criteria identified below:

1. Costs (50 Points)
2. Professional Qualifications (30 Points)
3. Understanding of Project (10 Points)
4. Completion Timeline (10 Points)

0115 OBLIGATION OF PROPOSER

At the time of the opening of proposals, each proposer will be presumed to have inspected the site and to have read and to be thoroughly familiar with the RFP packet and contract documents (*including all addenda*). The failure or omission of any proposer to examine any form, instrument, or document shall in no way relieve any proposer from any obligation in respect to his proposal.

0116 CORRELATION AND INTENT OF DOCUMENTS

The contract documents are complementary, and what is called for by one shall be as binding as if called for by all.

The intent of the documents is to describe in detail all design & construction entailed in this project. The contractor will furnish all design, labor, materials, equipment, transportation, tools and appurtenances such as may be reasonably required under the terms of the contract to make each part of the work complete. Design shall be executed by and stamped by a licensed structural engineer in the State of Georgia.

0117 CLAIMS

The Owner reserves the right to refuse to issue any voucher and to direct that no payment shall be made the contractor in the case they have reason to believe that said contractor has neglected or failed to pay any engineer, subcontractor, material dealer, worker or employee for work performed on or about the project including work as set forth in these specifications, until the Owner is satisfied that such subcontractors, material dealers, worker, or employees have been fully paid. However this provision shall not obligate the Owner to intervene in any claim.

0118 ORDER OF WORK

The work shall be started at such points as the Owner shall designate and shall be prosecuted in the order he directs. This applies to both location and items of construction.

0119 SUBCONTRACTS

If required by the Owner, the apparent Successful proposer, and any other proposer so requested, will within seven days after the day of the proposal opening submit to Owner a list of all Subcontractors and other persons and organizations *(including those who are to furnish the principal items of material and equipment)* proposed for those portions of the Work as to which such identification is so required. If the Owner, after due investigation, has reasonable objection to any proposed Subcontractor, other person or organization, may, before giving the Notice of Award, request the apparent Successful proposer to submit an acceptable substitute without an increase in proposal price. If the apparent Successful proposer declines to make any such substitution, the contract shall not be awarded to such proposer, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor, other person or organization so listed and to whom the Owner does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner.

0120 TIMELY EXECUTION

When the Owner gives a Notice of Award to the Successful Proposer, it will be accompanied by at least five unsigned counterparts of the Agreement and all other Contract Documents. Within ten days thereafter, the Contractor shall sign and deliver at least five counterparts of the Agreement to Owner with all other Contract Documents attached. Thereafter, the Owner will deliver two fully signed counterparts to Contractor.

.....END OF SECTION.....



SECTION 0200 – BID PROPOSAL

**BID BONDS, PAYMENT BONDS & PERFORMANCE BONDS ON APPLICABLE IF
PROPOSAL EXCEEDS \$100,000
E-VERIFY AFFIDAVIT MUST BE SUBMITTED WITH 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:

**BURR PARK STAGE ROOF EXTENSION DESIGN BUILD
DALTON PROJECT NO. PW-2024-GF-30005**

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 the construction of the BURR PARK STAGE ROOF EXTENSION DESIGN BUILD having examined the RFP Packet 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 to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 12 weeks following "Notice to Proceed". Bidder further agrees to pay as liquidated damages the sum of \$300.00 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):*

**BURR PARK STAGE ROOF EXTENSION DESIGN BUILD
DALTON PROJECT NO. PW-2024-GF-30005**

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

BOND:

Date: _____

Amount: _____

Bond Number: _____

1. 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.

2. With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. 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 11*) 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.

3. 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

Company: _____

_____ (Corp. Seal)

Signature: _____

Name and Title: _____

SURETY

Company: _____

_____ (Corp. Seal)

Signature: _____

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):*

**BURR PARK STAGE ROOF EXTENSION DESIGN BUILD
DALTON PROJECT NO. PW-2024-GF-30005**

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

Company: _____

_____ (Corp. Seal)

Signature: _____

Name and Title: _____

SURETY

Company: _____

_____ (Corp. Seal)

Signature: _____

Name and Title: _____



CONTRACT

THIS AGREEMENT made this the _____ day of _____, _____, by
and between the CITY OF DALTON, GEORGIA, hereinafter called "Owner",
and _____
a contractor doing business as an individual, a partnership, or a corporation* of the City
of _____, County of _____, and State of _____
hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements
hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby
agrees to commence and complete the construction of the project entitled:

**BURR PARK STAGE ROOF EXTENSION DESIGN BUILD
DALTON PROJECT NO. PW-2024-GF-30005**

hereinafter called the "Project", for the sum of _____
Dollars () and all extra work in connection therewith, under the terms as stated in the
Contract Documents, and at his (*its or their*) own proper cost and expense to furnish all
materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and
other accessories and services necessary to complete the said project in accordance with
the conditions and prices stated in the proposal, the General Conditions of the Contract,
the specifications and contract documents therefore as prepared by the Owner and as
enumerated in Paragraph 2 of the General Conditions, all of which are made a part hereof
and collectively constitute the Contract.

The Contractor hereby agrees to commence work under this contract on or before a date
to be specified in a written "Notice to Proceed" of the Owner and to fully complete the
project within 8 weeks of receiving "Notice to Proceed". The Contractor further agrees to
pay as liquidated damages the sum of \$300.00 for each consecutive calendar day
thereafter as hereinafter provided in the General Conditions under "Time of Completion
and Liquidated Damages."

*Strike out inapplicable terms.



CONTRACT
(Continued)

The Owner agrees to pay the Contractor in current funds for the performance of the contract, subject to additions and deductions as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in "Payments to Contractor," of the General Conditions.

IN WITNESS WHEREOF, the parties to those presents have executed this contract in five (5) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

ATTEST:

CITY OF DALTON, GEORGIA

City Clerk

By: _____ SEAL

Witness

Title

ATTEST:

Secretary

By: _____ SEAL

Witness

Title

Secretary of Owner should attest. If Contractor is corporation, secretary should attest.

Give proper title of each person executing contract.



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).



SECTION 0300 - GENERAL CONDITIONS

0301 CONTRACT AND CONTRACT DOCUMENTS

The Contract Documents as hereinafter enumerated in Paragraph 2 of the General Conditions, shall form this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were fully set forth. The Table of Contents, Titles, Headings, Running Headlines and Marginal Notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way effect, limit or cast light on the interpretation of the provisions to which they refer.

0302 DEFINITIONS

The following terms as used in this contract are respectively defined as follows:

- 0302.01 Contractor - A person, firm or corporation with whom the contract is made by the Owner.
- 0302.02 Contract Documents - The Contract Documents are composed of the Advertisement for Bids; Instructions to Bidders; Bid Package; Form of Proposal, General Conditions, Supplementary Conditions, Detail Specifications, Form of Contract, Form of Bond(s), Addenda and the drawings including all changes incorporated herein before their execution.
- 0302.03 Project Representative - Refers to the authorized representative of the Owner, who is assigned to the site or any part thereof.
- 0302.04 Owner - The party of the First Part in the accompanying Contract, and meaning the CITY OF DALTON, GEORGIA.
- 0302.05 Subcontractor - A person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with the contractor for performance of a part of the work at the site.
- 0302.06 Work on (at) the Project - Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any Subcontractor.
- 0302.07 Design-Builder – Another name for the Contractor. The person, company, or entity engaged by the Owner for the proposes of designing and building the Project.
- 0302.08 Design-Professional – The person, company, or entity engaged by the Design-Builder for the purposes of completing the design work necessary

for the project. A Design Professional shall have all of the qualifications and experience as is required by statute, code, ordinance or regulation to complete and certify the designs and drawings which they produce. May be the same person, company, or entity as the Design-Builder.

0302.09 Contract Price – The total compensation to the Design-Builder for performance of the Contract as initially stated in the Contract and modified by any subsequent Change Order.

0303 CORRELATION AND INTENT OF DOCUMENTS

The contract documents are complementary, and what is called for by any one shall be as binding as if called for by all.

0303.01 The intent of the documents is to describe all construction entailed in this project. The contractor will furnish all design, labor and materials, equipment, transportation, tools and appurtenances such as may be reasonably required under the terms of the contract to make each part of the work complete.

0303.02 The Drawings are intended to conform and agree with the Specifications; if, however, discrepancies occur, the Owner will decide which shall govern. Special specifications stated on the Drawings govern that particular piece of construction and have equal weight and importance as the printed specifications. In the event of any discrepancies between the Drawings and the figures written thereon, the figures are to be taken as correct.

0304 MATERIALS, SERVICES AND FACILITIES

0304.01 It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all permits, design, materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time. It is further understood that in providing materials, labor, tools, equipment, water, light, power, superintendence, or any other expense associated with the Contract the Contractor may not take advantage of the City's tax exempt status.

0304.02 Any work necessary to be performed by the Contractor to complete the project on time after regular working hours, on Sundays or Legal Holidays, shall be performed without additional expense to the Owner.

0305 DESIGN BUILDER'S TITLE TO MATERIALS

No materials or supplies for the work shall be purchased by the Design-Builder or by any Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Design-Builder warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims and/or encumbrances.

0306 MATERIALS FURNISHED BY THE DESIGN-BUILDER

All materials used in the work including equipment shall be new and unused materials of a reputable U.S. Manufacturer conforming to the applicable requirements of the Specifications, and no materials shall be used in the work until they have been approved by the Owner. The Design-Builder shall furnish all materials necessary except as otherwise specifically noted or specified.

0307 INSPECTION AND TESTING OF MATERIALS

All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

0308 PATENTS

0308.01 The Design-Builder shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.

0308.02 License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized licensee, direct by the Owner and not by or through the Design-Builder.

0308.03 If the Design-Builder uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood, that, without exception, arising from the use of such design, device, or materials or in any way involved in the work, the Design-Builder and/or his Sureties shall indemnify and save harmless the Owner of the project from all claims for infringement

by the reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this contract and shall indemnify the Owner for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

0309 SURVEYS, PERMITS AND REGULATIONS

- 0309.01 Unless otherwise expressly provided for in the Specifications, the Owner will furnish to the Design-Builder any control alignment and bench mark data from previous engineering surveys.
- 0309.02 The Design-Builder shall procure and pay all permits, licenses and approvals necessary for the execution of his contract. The Design-Builder shall comply with all laws, ordinances, rules, orders, and regulations relating to performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities.

0310 DESIGN-BUILDER'S OBLIGATIONS

- 0310.01 The Design-Builder, through a qualified Design Professional shall and will
- 0310.02 The Design-Builder shall and will, in good workmanlike manner do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the plans and drawings covered by this contract, any and all supplemental plans and drawings and in accordance with the directions of the Owner as given from time to time during the progress of the work. He shall furnish, erect, maintain and remove such construction plant and such temporary works as may be required. He alone shall be responsible for the safety, efficiency and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure of their improper construction, maintenance or operation.
- 0310.03 The Design-Builder shall observe, comply with and be subject to all terms, conditions, requirements, and limitations of the Contract and specifications and shall do, carry on, and complete the entire work to the satisfaction of the Owner.
- 0310.04 Design Builder shall be required to submit a design schedule in their proposal and notify Owner of any deviations therefrom from within 7 days of the deviation.

0310.05 Design Builder shall be required to submit a construction schedule, for all stages of the project through completion to the Owner prior to beginning construction services specified within awarded contract.

0311 DESIGN BUILDER'S RESPONSIBILITY

The Design-Builder shall be responsible for all material and work until they are finally accepted by the Owner and shall repair at his own expense any damage that they sustain before their final acceptance. The Design-Builder shall be responsible for all damages caused by him of whatever nature and must settle all claims arising from such damage without cost to the Owner; he shall act as defendant in, and bear the expense of each and every suit of any and every nature which may be brought against him or the Owner, by reason of, or connected with the work under the Contract. Should any claim arise, the Owner may hold back sufficient money to meet said claims or until the Design-Builder has satisfied the Owner that all claims against him as the result of his work have been adjusted. He must also show that there are no claims or liens whatsoever outstanding at the completion of his contract before final payment is made.

0312 WEATHER CONDITIONS

In the event of temporary suspension of work, or during inclement weather, or whenever the Owner shall direct, the Design-Builder will, and will cause his subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Owner, any work or materials shall have been damaged or injured by reason of failure on the part of the Design-Builder or any of his subcontractors so to protect his work, such materials shall be removed and replaced at the expense of the Design-Builder.

0313 SAFETY PROVISIONS

0313.01 The Design-Builder shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (*PL 91-596*) and under Sec.107 of the Contract Work Hours and Safety Standards Act (*PL 91-54*).

0313.02 The Design-Builder shall be responsible for the Safety, efficiency and adequacy of his plant, appliances and methods, and for any damage which may result from their failure of their improper construction, maintenance and operation.

0313.03 The Design-Builder shall employ, when necessary, watchmen on the work and shall, when necessary, erect and maintain such strong and suitable barriers and such light as will effectually prevent the happening of any accident to health, limb or property.

0314 SANITARY PROVISIONS

The Design-Builder shall provide and maintain in a neat and sanitary condition such accommodations for the use of his employees as may be necessary to comply with the regulations of the State Board of Health and all local ordinances. No nuisance will be permitted.

0315 PUBLIC CONVENIENCE AND SAFETY

Materials stored at the site of the work shall be so placed and the work shall, at all times, be so conducted as to cause no greater obstruction to traffic than is considered permissible by the Owner. No roadway shall be closed or opened except by express permission of the Owner and the Design-Builder's proper notification of local fire and police departments. Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment and other hazards shall be guarded in accordance with the safety provisions of the manual of Accident Prevention in Construction, published by the Associated General Contractors of America to extent that such provisions are not in contravention of applicable laws.

0316 PROTECTION OF WORK AND PROPERTY - EMERGENCY

The Design-Builder shall at all times safely guard the Owner's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Design-Builder shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the contract or by the Owner, or his duly authorized representative.

- 0316.01 In case of an emergency which threatens loss or injury of property, and/or safety of life, the Design-Builder will be allowed to act, without previous instructions from the Owner in a diligent manner. He shall notify the Owner immediately thereafter. Any claim for compensation by the Design-Builder due to such extra work shall be promptly submitted to the Owner for approval.
- 0316.02 Where the Design-Builder has not taken action but has notified the Owner of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the Owner.
- 0316.03 The amount of reimbursement claimed by the Design-Builder on account of any emergency action shall be determined in the manner provided in Paragraph 0327 of the General Conditions.

0317 INSPECTION

The authorized representatives and agents of the Owner shall be permitted to observe all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records.

0318 REPORTS, RECORDS AND DATA

The Design-Builder shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this contract.

0319 SUPERINTENDENCE BY DESIGN-BUILDER

At the site of the work, the Design-Builder shall employ a construction superintendent or foreman who shall have full authority to act for the Design-Builder. It is understood that such representative shall be acceptable to the Owner and shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on the Design-Builder's payroll.

0320 COMPETENT LABOR

0320.01 The Design-Builder shall employ only competent and skilled workers on the project. The Design-Builder shall have a competent superintendent or foreman present at all times when the work is in progress and with authority to receive orders and execute the work.

0320.02 The Design-Builder shall, upon demand from the Owner, immediately remove any superintendent, foreman or worker whom the Owner may consider incompetent or undesirable.

0321 CONSTRUCTION EQUIPMENT

The Design-Builder shall provide all necessary equipment in good repair for the expeditious construction of the work. Any equipment not adapted for the work, in such repair as to be dangerous to the project or workers, shall not be used.

0322 CHANGES IN THE WORK

0322.01 Without invalidating the Agreement, the Owner may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, the Design-Builder will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any

Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Paragraph 0323. A Change Order signed by the Contractor indicates his agreement therewith.

- 0322.02 The Owner may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the Design-Builder believes that any Field Order authorized by the Owner entitles him to an increase in the Contract Price or extension of Contract Time, he shall inform the Owner in writing of the amount of increased price or time associated with the Field Order, and he shall include reference to appropriate contract documents supporting the basis for the claim, and he shall not proceed with the work in question until a written decision has been rendered by the Owner.
- 0322.03 Any changes or additional work performed by the Design-Builder without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency.
- 0322.04 It is the Design-Builder's responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. The Design-Builder will furnish proof of such adjustment to the Owner.
- 0322.05 The term Change Order is defined as a written order to the Design-Builder signed by the Owner which authorizes a change in the work or the contract price or the contract time issued after execution of the Agreement.
- 0322.06 The Contract Price constitutes the total compensation payable to the Design-Builder for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Design-Builder shall be at his expense without changing the Contract Price, except where authorized by Change Order.

0323 CHANGE IN CONTRACT PRICE

- 0323.01 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:
- 0323.01.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.

- 0323.01.2 By mutual acceptance of a lump sum (*which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 0323.04.2.1*).
- 0323.01.3 On the basis of the Cost of the Work (*determined as provided in Paragraphs 0323.04 and 0323.05*) plus a Contractor's Fee for overhead and profit (*determined as provided in Paragraphs 0323.4 and 0323.05*).
- 0323.02 The term Cost of the Work means the sum of all costs necessarily incurred and paid by the Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Paragraph 0323.03.
- 0323.02.1 Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by Owner.
- 0323.02.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith.
- 0323.02.3 Payments made by Contractor to the Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such Bids to Owner who will then determine which Bids will be accepted.
- 0323.02.4 Costs of special consultants (*including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers, and accountants*) employed for services specifically related to the Work.
- 0323.02.5 Supplemental costs including the following:

- 0323.02.5.1 The proportion of necessary transportation, traveling and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
- 0323.02.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of Contractor.
- 0323.02.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.
- 0323.02.5.4 Sales, use or similar taxes related to the Work, and for which Contractor is liable, imposed by any governmental authority.
- 0323.02.5.5 Deposits lost for causes other than Contractor's negligence, royalty payments and fees for permits and licenses. Costs for permits and licenses must be shown as a separate item.
- 0323.02.5.6 Losses, damages and expenses, not compensated by insurance or otherwise, sustained by Contractor in connection with the execution of, and to, the Work, provided they have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's Fee.
- 0323.02.5.7 The cost of utilities, fuel and sanitary facilities at the site.
- 0323.02.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.
- 0323.02.5.9 Cost of premiums for additional Bonds and Insurance required because of changes in the Work.

0323.03 The term Cost of the Work shall not include any of the following:

0323.03.1 Payroll costs and other compensation of Contractor's officers, executives, principals (*of partnership and sole proprietorships*), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in subparagraph 0323.02.1 - all of which are to be considered administrative costs covered by the Contractor's Fee.

0323.03.2 Expenses of Contractor's principal and branch offices other than his office at the site.

0323.03.3 Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

0323.03.4 Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

0323.03.5 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 0323.04.

0323.04 The Contractor's Fee which shall be allowed to Contractor for his overhead and profit shall be determined as follows:

0323.04.1 a mutually acceptable firm fixed price; or if none can be agreed upon.

0323.04.2 a fee based on the following percentages of the various portions of the Cost of the Work.

0323.04.2.1 for costs incurred under paragraphs 0323.02.1 and 0323.02.2, the Contractor's Fee shall be fifteen percent.

0323.04.2.2 for costs incurred under paragraph 0323.02.3, the Contractor's Fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to Contractor on account of overhead and profit of all Subcontractors shall be fifteen percent:

0323.04.2.3 no fee shall be payable on the basis of costs itemized under

paragraphs 0323.02.4, 0323.02.5, and 0323.03;

0323.04.2.4 the amount of credit to be allowed by Contractor to Owner for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in Contractor's Fee by an amount equal to ten percent of the net decrease; and

0323.04.2.5 when both additions and credits are involved in any one change, the adjustment in Contractor's Fee shall be computed on the basis of the net change in accordance with paragraphs 0323.04.2.1 through 0323.04.2.4, inclusive.

0323.05 Whenever the cost of any Work is to be determined pursuant to Paragraph 0323.02 or 0323.03. Contractor will submit in form acceptable to Owner an itemized cost breakdown together with supporting data.

0323.06 The Design-Builder Generally bares the risk of its cost deviating from the Contract Price. Therefore, the Design-Builder is generally prohibited from making a claim against Owner for an adjustment in the Contract Price subject to the following Exceptions:

0323.06.1 Design-Builder shall be entitled to an adjustment in Contract Price for Change Orders and Field Orders which materially impact the cost incurred by the Design-Builder

0323.06.2 Design-Builder shall be entitled to an adjustment in Contract Price for delays caused by the action or neglect of the Owner or the separate contractors of the Owner.

0323.06.3 Design-Builder shall be entitled to an adjustment in Contract Price for the discovery of unanticipated Hazardous Materials on the project site. Hazardous Materials shall have the same meaning as "Hazardous Waste" and "Hazardous Chemicals" in 42 USC § 6901 et seq. and any corresponding state or local regulation.

0323.06.4 Design-Builder shall be entitled to an adjustment in Contract Price if the worksite conditions are determined to be materially different than originally understood. The worksite conditions will be determined to be materially different than originally understood when a competent, and reasonably prudent Design-Builder would not have observed or reasonably anticipated the worksite condition after a diligent inspection of the worksite.

0324 CHANGE OF THE CONTRACT TIME

The Contract Time may only be changed by a Change Order. Any claim for an

extension in the Contract Time shall be based on written notice delivered to Owner within ten days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless Owner allows an additional period of time to ascertain more accurate data. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

0324.01 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if he makes a claim therefor as provided in Paragraph 0324. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by Owner, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

0324.02 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Paragraph 0324 shall not exclude recovery for damages (*including compensation for additional professional services*) for delay by either party.

0325 CORRECTION OF WORK

All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the review of the Owner who shall be the final judge of the quality and suitability of the work, material, processes of manufacture and methods of construction for the purpose for which they are used. Should they fail to meet his approval, they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Engineer shall be equitable. It is not intended that the Engineer should be liable for the Contractor's performance of the work nor for safety during construction.

0326 EXISTING UNDERGROUND UTILITIES AND STRUCTURES

0326.01 The Owners and/or operators of private or public utilities shall have access to such utility at all times, for the installation, maintenance, adjustment, repair and operation of said utility. No extra compensation will be allowed because of the delay or interference caused by such work.

0326.02 Wherever existing utilities are encountered which conflict in actual position and location with the proposed work, the Contractor shall promptly notify the Owner for resolution of the conflict.

0326.03 The Contractor shall be solely and directly responsible to the Owner and/or other operator of such utility properties for any damage, injury, expense, loss, inconvenience or delay, or for any suits, actions, claims of any character brought on account of any injuries or damages which may result from the carrying out of the work.

0327 SUBSURFACE CONDITIONS FOUND DIFFERENT

Should the Contractor encounter sub-surface and/or latent conditions at the site materially differing from those shown on the plans or indicated in the specifications, he shall immediately give notice to the Owner of such conditions before they are disturbed. The Owner will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the plans or indicated in the specifications, he will at once make such changes in the plans and/or specifications as he may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in Paragraph 0323 of the General Conditions.

0328 CLAIMS FOR EXTRA WORK

No claim for extra work or cost shall be allowed unless the same was one in pursuance of a written order of the Owner and approved by the Owner, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of Subparagraph 0322 of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the Owner, give the Owner access to accounts relating thereto.

0329 RIGHT OF THE OWNER TO TERMINATE CONTRACT

In the event that any of the provisions of this contract are violated by the Contractor or by any of his Subcontractors, the Owner may serve written notice upon the Contractor and the surety of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination the Owner shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the contract; provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the

Owner may take possession of and utilize in completing the work, such materials, appliances and plant as may be on the site of the work and necessary therefor.

0330 TIME SCHEDULE AND PERIODIC ESTIMATES

0330.01 DESIGN PHASE - Immediately after execution and delivery of the contract, and before the first partial payment is made, the Design-Builder shall deliver to the Owner an estimated Design progress schedule in form satisfactory to the Owner showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the contract documents, for the Design Phase and the anticipated amount of each monthly payment that will become due the Design Builder in accordance with the progress schedule. The Design-Builder shall also furnish on forms to be supplied by the Owner, (a) a detailed estimate giving a complete breakdown of the portion of Contract Price allocated to the Design Phase and (b) periodic itemized estimate of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the Contract Price.

At the completion of the Design Phase, Design-Builder shall furnish all designs, plans, and drawings, along with certificates and proof of all insurance required by the contract documents, to the Owner for approval. The plans shall include a schedule for the construction phase of the project with a timeline that completes the project on or before the completion date pursuant to the contract documents and a cost estimate, with monthly breakdowns, that are within the Contract Price. The Owner may reject the design documents if they fail to meet the standards required by the project specifications or reasonably inferred therefrom or fails to meet the constraints set by the Contract Price or the completion date specified in the contract documents or any other provision of the contract documents. If the Owner rejects the design documents, the Design-Builder and Design Professional, at their own cost, must redraft the designs to meet all above stated requirements. Upon approval of the design documents, the Owner shall, within seven days, issue a NOTICE OF COMMENCEMENT for the construction phase.

0330.02 CONSTRUCTION PHASE - Immediately after execution and delivery of the contract, and before the first partial payment is made, the Design-Builder shall deliver to the Owner an estimated Design progress schedule in form satisfactory to the Owner showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the contract documents, for the Construction Phase and the anticipated amount of each monthly payment that will become due the Design Builder in accordance with the progress schedule. The Design-Builder shall also furnish on forms to be supplied by the Owner, (a) a detailed estimate giving a complete breakdown of the portion of Contract Price allocated to the Design Phase and (b) periodic itemized estimate of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the Contract Price.

0331 PAYMENTS TO CONTRACTORS

0331.01 The amount of Retainage Schedule shall be as follows:

0331.01.1 • Five (5%) percent of each progress payment shall be withheld as retainage for the life of the project, including change orders and other authorized additions provided in the Contract is due;

0331.01.2 • When the Work is substantially complete (operational or beneficial occupancy) and City determines the Work to be reasonably acceptable, the Contractor shall submit an invoice or other documents as may be required and receive payment thereof within thirty (30) days. If there are any remaining incomplete minor items, an amount equal to two hundred (200%) percent of the value of each item, as determined by City, shall be withheld until such items are completed.

0331.01.3 • This Contract is governed by O.C.G.A. § 13-10-1 et seq., which requires that the Contractor, within ten (10) days of receipt of retainage from City, pass through payments to Subcontractors and reduce each Subcontractor's retainage accordingly. The Code provision also requires Subcontractors to pass through payments to Lower Tier Subcontractors and reduce each lower tier contractor's retainage. Therefore, City, in its discretion, may require the Contractor to submit satisfactory evidence that all payrolls, material bills, or other indebtedness connected with the Work have been paid before making any payment.

0331.01.4 • Within sixty (60) days after the Work is fully completed and accepted by City, the balance due hereunder shall be paid; provided, however, that final payment shall not be made until said Contractor shall have completed all work necessary and reasonably incidental to the Contract, including final cleanup and restoration. All claims by the Contractor for breach of contract, violation of state or federal law or for compensation such claims shall be forever barred. In such event no further payment to the Contractor shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to City.

0331.02 Where a project is under the jurisdiction of a Force Account Agreement between the Owner and the Georgia Department of Transportation, the Contractor shall maintain a *daily* report of the amount of completed work as shown in the bid proposal. A copy of the accepted report appears in Appendix A, if applicable, at the end of this section and may be reproduced for use on this project. The Contractor's representative shall certify by signature that the report is accurate on behalf of the Contractor for the Owner (*shown as "Utility" on the report*). The Project Engineer representing the Georgia Department of Transportation shall certify by signature that the

report is accurate for the "State". A copy of each days report properly certified as required by this part shall accompany each progress payment request by the Contractor. The quantity of work completed shown on the progress payment request *must* be supported by an equal quantity shown on the daily report for that progress payment period. Payment requested for quantities of work not supported by a properly certified daily report(s) may *not* be recommended for payment by the Owner.

- 0331.03 In preparing estimates, the material delivered on the site and preparatory work done may be taken into consideration. Where a project is under the jurisdiction of a Force Account Agreement between the Owner and the Georgia Department of Transportation, however, material delivered on the site and preparatory work done may *not* be taken into consideration.
- 0331.04 All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the contract.
- 0331.05 The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary incurred in the furtherance of the performance of this contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails to do so, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall be considered as a payment made under the contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.
- 0331.06 If at any time the Owner shall determine that the amount of work completed at that time is lagging behind the expired contract time by more than 20 percent, the Owner may determine that the Contractor is not faithfully

performing on the contract and therefore the Owner may elect to withhold all monies and refrain from making any additional payments to the Contractor until such time as the Owner determines the work to be progressing satisfactorily.

0332 ACCEPTANCE AND FINAL PAYMENT

When the project provided for under this contract shall have been completed by the Design-Builder, and all parts of the work have been approved by the Owner according to the contract, the Owner shall, within ten (10) days unless otherwise provided, make final inspection and advise the Design-Builder as to preparing a final estimate, showing the value of work as soon as the necessary measurements and computations can be made, all prior certificates or estimates upon which payments have been being made are approximately only, and subject to correction in the final payment. The amount of the final estimates, less any sums that may have been deducted or retained under the provisions of this contract, will be paid to the Contractor within sixty (60) days after approval by the Owner, provided that the contractor has properly maintained and operated the project as specified under these specifications, and provided, that he has furnished to the Owner a sworn affidavit to the effect that all bills are paid and no suits are pending in connection with the work done or labor and material furnished under this contract. A sample affidavit appears at the end of this section to be considered as an example of an acceptable affidavit.

0333 PAYMENTS BY CONTRACTORS

The Contractor shall pay (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered, (b) for all materials, tools, and other expendable equipment to the extent of 90 percent of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools and equipment are incorporated or used, and (c) to each of his Subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his Subcontractors to the extent of each Subcontractor's interest therein.

0334 DESIGN-BUILDER'S AND SUBCONTRACTOR'S INSURANCE

0334.01 The Contractor shall not commence work under this Contract until he has obtained all the insurance required under this paragraph and such insurance has been reviewed by the Owner, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until the insurance has been so obtained and reviewed.

0334.01.1 Contractor's Liability Insurance: Contractor shall purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the work and Contractor's other obligations under the Contract Documents, whether such performance is indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

0334.01.1.1 Claims under workers' or workmen's compensation, disability benefits and other similar employees benefit acts;

0334.01.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

0334.01.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

0334.01.1.4 Claims for damages insured by personal injury liability coverage which are sustained (i) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or (ii) by any other person for any other reason.

0334.01.1.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

0334.01.1.6 Claims for damages because of bodily injury or death of any person or property damage arising out of the Ownership, maintenance or use of any motor vehicle.

The insurance required by this paragraph shall include the specific coverages and be written for not less than the limits of liability and coverages provided in these specifications, or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All such insurance shall contain a provision that the coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty days prior written notice has been given to Owner. All such insurance shall remain in effect until final payment and at all times thereafter when Contractor may be correcting, removing or replacing defective work. In addition, Contractor shall maintain such completed operations insurance for at least one year after final payment and furnish Owner with evidence of continuation of such insurance at final payment. Renewal certificates shall be sent to the Owner 30 days prior to the expiration date of any policy required herein.

- 0334.02 Contractual Liability Insurance: The comprehensive general liability insurance required will include contractual liability insurance applicable to Contractor's obligations under separate contract and subcontracting.
- 0334.03 Unless otherwise provided in these General Conditions, Contractor shall purchase and maintain property insurance upon the work at the site to the full insurable value thereof (*subject to such deductible amounts as may be provided in these general conditions or required by law*). This insurance shall include the interest of Owner, Contractor and Subcontractors in the work, shall provide "all risk" insurance for physical loss and damage including but not limited to fire, lightning, windstorms, hail, smoke, explosion, riot, aircraft, vehicles, falling objects, flood, earthquake, theft, vandalism, malicious mischief, collapse, water damage and other perils, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (*including fees and charges of engineers, architects, attorneys and other professionals*). If not covered under the "all risk" insurance or otherwise provided in these General Conditions, Contractor shall purchase and maintain similar property insurance on portions of the work stored on and off the site or in transit when such portions of the work are to be included in an Application for Payment. The policies of insurance required to be purchased and maintained by Contractor in accordance with paragraphs c and d shall contain a provision that the coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty days prior written notice has been given to the Owner.
- 0334.04 Contractor shall purchase and maintain such boiler and machinery insurance as may be required by these General Conditions or by law. This insurance shall include the interest of Owners, Contractor and Subcontractors in the work and shall provide coverage for all installed and functional mechanical equipment for the full replacement value of the equipment.
- 0334.05 Owner shall not be responsible for purchasing and maintaining any property insurance to protect the interests of Contractor or Subcontractors in the work to the extent of any deductible amounts that are provided in the supplemental conditions. If Contractor wishes property insurance coverage within the limits of such amounts, Contractor may purchase and maintain it at his own expense.
- 0334.06 If Owner has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by Contractor, Owner will notify Contractor thereof within ten days of the date of delivery of such certificates, to Owner. Contractor will provide to the Owner such additional information in respect of insurance provided by him as Owner

may reasonably request. The right of the Owner to review and comment on Certificates of Insurance is not intended to relieve the Contractor of his responsibility to provide insurance coverage as specified nor to relieve the Contractor of his liability for any claims which might arise.

0334.07 Partial Utilization - Property Insurance: If Owner finds it necessary to occupy or use a portion or portions of the work prior to Substantial Completion of all the work, such use or occupancy may be accomplished provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or lapse on account of any such partial use or occupancy.

0334.08 The Design-Builder either directly or through its Design Professional shall maintain professional liability insurance that shall be either a practice policy or project-specific coverage. Professional liability insurance shall contain prior acts coverage for services performed by the Design Professional for this Project. If project-specific coverage is used, these requirements shall be continued in effect for two years following the issuance of the Certificate of Final Completion for the Project.

0334.09 The Design-Builder shall carry and maintain Combined Excess Liability (*Umbrella*) Insurance for a limit of not less than the following:

Each Occurrence:	\$3,000,000
Aggregate:	\$3,000,000

0334.10 The limits of liability for the insurance required by paragraph 334.1.1. of the General Conditions shall provide coverage for not less than the following amounts or greater where required by law:

For claims under Worker's Compensation:

State	Statutory
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Federal	Statutory
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Employer's Liability – Each Accident:	\$1,000,000
Employer's Liability – Disease – Each Employee:	\$1,000,000
Employer's Liability – Disease – Policy Limit:	\$1,000,000

If the Design-Builder chooses to maintain a policy with a maximum of the state mandated amounts of \$100,000 per accident, \$100,000 for disease per employee and a disease policy limit of \$500,000, the Contract required

minimum of \$1,000,000 can be achieved by the excess liability policy required.

General Liability Provided Per Occurrence (City of Dalton, GA must be shown as an additional insured.)

Each Occurrence (Bodily and Property Damage Included): \$1,000,000

Fire Damage (*Any One Fire*): \$50,000

Medical Expense (*Any One Person*): \$5,000

Personal and Adv Injury, With Employment
Exclusion Deleted: \$1,000,000

General Aggregate (*Per Project*): \$2,000,000

Products and Completed Operations Aggregate: \$1,000,000

Notes: Property Damage Liability Insurance will provide explosion, collapse and underground hazard coverages where applicable. Each detonation of blasting shall be considered a single occurrence. General Liability shall include Contractual Liability as stipulated.

Comprehensive Automobile Liability:

Combined Single Limit Per Occurrence, For Any and
All Autos, Including Bodily Injury and Property Damage: \$1,000,000

0334.11 Scope of Insurance and Special Hazards - The amounts stated above are minimum amounts of insurance to be carried. The Design-Builder shall carry such additional insurance as may be required to provide adequate protection of the Design-Builder and his Subcontractors, respectively, against any and all damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by his and, also, against any of the special hazards which may be encountered in the performance of this Contract.

Where the scope of work involves crossing of a railway and/or railway rights-of-way, Design-Builder shall be required to furnish railway with a Railroad Protective Liability Insurance Policy naming railway as the named insured and issued to the Design-Builder with a combined single limit of \$2,000,000 for all damages arising out of bodily injury, death, property damage liability and physical damage to property liability per occurrence with an aggregate limit of \$6,000,000.

0334.12 Certificate Holder should read:

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

0334.13 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.

0335 CONTRACT SECURITY

The Design-Builder, if contract value meets or exceeds \$100,000, shall furnish a Construction Performance Bond in an amount at least equal to one hundred percent (100%) of the Contract Price as security for the faithful performance of this contract and also a Construction Payment Bond in an amount at least equal to one hundred percent (100%) of the Contract Price or in a penal sum not less than that prescribed by State, Territorial or local law, as security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law.

The surety company issuing the above required Construction Performance Bond must have an A.M. Best Rating of A-6 or higher. The surety 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.

0336 ADDITIONAL OR SUBSTITUTE BOND

If at any time the Owner for justifiable cause shall be or become dissatisfied with any Surety or Sureties, then upon the Construction Performance or Payment Bonds, the Design-Builder shall within five (5) days after notice from the Owner to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Design-Builder. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the Owner.

0337 LIEN

Neither the final payment nor any part of the retained percentage will become due until the Design-Builder, if required, shall furnish the Owner a complete release from any liens which may arise out of this contract, or receipts in full in lieu thereof, and if required in either case, an affidavit that insofar as he has knowledge or

information, the release and receipts include all materials, for which a lien might be filed. The Design-Builder may, if any Subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner to indemnify it against any lien. If a lien shall remain unsatisfied after all payments are made, then the Design-Builder shall refund to the Owner all monies which the latter may be compelled to pay in discharging such lien, including all incidental costs and attorney's fees.

0338 ASSIGNMENTS

The Design-Builder shall not assign the whole or any part of this contract or any money due to or to become due hereunder without written consent of the Owner. In case the Design-Builder assigns all or part of any money due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assigned in and to any money due or to become due to the Design-Builder shall be subject to prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

0339 MUTUAL RESPONSIBILITY OF CONTRACTORS

If through acts of neglect on the part of the Design-Builder, any other contractor or subcontractor, shall suffer loss or damage on the work, the Design-Builder agrees to settle with such other Design-Builder or subcontractor by agreement or arbitration, if such other contractor or subcontractor will so settle. If such other contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Design-Builder, who shall indemnify and save harmless the Owner against any such claim.

0340 COORDINATION WITH OTHER CONTRACTORS

The Design-Builder shall coordinate his operations with those of other contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Design-Builder, including his Subcontractors shall keep informed of the progress and the detail work of other Contractors and shall notify the Owner immediately of lack of progress or defective workmanship on the part of other contractors. Failure of a contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

0341 SUBCONTRACTING

The Design-Builder shall utilize the service of specialty subcontractor on those

parts of the work which, under normal contracting practices, are performed by specialty Subcontractors. Provided - that if the Owner shall determine that the specialty work in question has been customarily performed by the Design-Builder's own organization and that such organization is presently competent to perform such work, the Design-Builder shall be permitted to do so. Provided, further - that if the Owner shall determine that the performance of any specialty work by specialty Subcontractors will result in materially increased costs or inordinate delays, the requirements of this paragraph shall not apply.

- 0341.01 The Design-Builder shall not be allowed to award work to any subcontractor prior to written approval of the Owner, which approval will not be given until the Design-Builder submits to the Owner, a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require.
- 0341.02 The Design-Builder shall be as fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- 0341.03 The Design-Builder shall cause appropriate provisions to be inserted in all Subcontracts relative to the work to bind subcontractors to the Design-Builder by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Design-Builder the same power as regards terminating any subcontract that the Owner may exercise over the Design-Builder under any provision of the Contract Documents.
- 0341.04 Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the Owner.

0342 USE OF PREMISES AND REMOVAL OF DEBRIS

The Design-Builder expressly undertakes at his own expense:

- 0342.01 To take every precaution against injuries to persons or damage to property;
- 0342.02 To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other Contractors;
- 0342.03 To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
- 0342.04 To clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;

- 0342.05 Before final payment to remove all surplus material, false work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat orderly condition;

0343 QUANTITIES OF ESTIMATE

Wherever the estimated quantities of work to be done and materials to be furnished under this contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this Contract, and such increase or diminution shall in no way vitiate this Contract, nor shall any such increase or diminution give cause for claims or liability for damages.

0344 RIGHTS-OF-WAY AND SUSPENSION OF WORK

The Owner shall furnish all land and rights-of-way necessary for the carrying out of this Contract and the completion of the work herein contemplated and will use due diligence in acquiring said land and rights-of-way as speedily as possible. But it is possible that all lands and rights-of-way may not be obtained as herein contemplated before construction begins, in which event the Design-Builder shall begin his work upon such land and rights-of-way as the Owner may have previously acquired, and no claim for damages whatsoever will be allowed by reason of the delay in obtaining the remaining lands and rights-of-way. Should the Owner be prevented or enjoined from proceeding with the work, or from authorizing its prosecution, either before or after the commencement, by reason of any litigation, or by reason of its inability to procure any lands or rights-of-way for the said work, the Design-Builder shall not be entitled to make or assert claim for damage by reason of said delay, or, to withdraw from the contract except by consent of the Owner, but time for completion of the work will be extended to such time as the Owner determines will compensate for the time lost by such delay, such determination to be set forth in writing.

0345 GUARANTY

- 0345.01 All work constructed under this contract shall be fully guaranteed by the Design-Builder for a period of one year from the date of final inspection and acceptance by the Owner. This guarantee shall cover any and all defects in workmanship or materials that may develop in this specified time, and any failure in such workmanship or materials shall be repaired or replaced to the satisfaction of the Owner by the Design-Builder at his own expense.

0345.02 Neither the final certificate of payment nor any provision in the contract documents nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the contract documents or relieve the Design-Builder of liability in respect to any express warranties or responsibility for faulty materials or workmanship.

0346 CONFLICTING CONDITIONS

Any provisions in any of the contract documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions shall be void to the extent of such conflict or inconsistency.

0347 NOTICE AND SERVICE THEREOF

Any notice to any contractor from the Owner relative to any part of this contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail or email, to the said contractor at his last given address, or delivered in person to the said contractor or his authorized representative on the work.

0348 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

0349 SUSPENSION OF WORK

Should the Owner be prevented or enjoined from proceeding with work either before or after the start of construction by reason of any litigation or other reason beyond the control of the Owner, the Design-Builder shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of the work will be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay with such determination to be set forth in writing.

0350 PROTECTION AND RESTORATION OF PROPERTY

0350.01 The Design-Builder shall not enter upon private property for any purpose without first obtaining permission, and he shall use every precaution necessary to prevent damage or injury to any public or private property, trees, fences, monuments, underground structures, etc., on and adjacent to the site of the work. He shall protect carefully, from disturbance or damage,

all land monuments and property marks until an authorized agent has witnessed or otherwise referenced their location, and shall not remove them until directed.

0350.02 Except as specifically provided in the Contract Documents, the Design-Builder shall not do any work that would affect any railway track, pipeline, telephone, telegraph, or electric or transmission line, or other structure nor enter upon the right-of-way or other lands appurtenant thereto, until authority therefore has been secured from the proper parties. The Design-Builder shall not be entitled to any extension of time or any extra compensation on account of any postponement, interference, or delay resulting from his requirement, except as specifically provided in the contract.

0350.03 The Design-Builder shall be responsible for all damage or injury to property of any character resulting from any act, omission, neglect, or misconduct in his manner or method of executing said work, or due to his nonexecution of said work, or at any time due to defective work or materials, and he shall not be released from said responsibility until the work shall have been completed and accepted.

0350.04 When or where any direct or indirect damage or injury is done to public or private property by, or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof on the part of the Design-Builder, he shall restore at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring, as may be directed, or he shall make good such damage or injury in an acceptable manner.

0351 RESPONSIBILITY FOR DAMAGE CLAIMS

The Design-Builder shall be responsible for all injury or damage of any kind resulting from his work, to persons or property. The Design-Builder hereby assumes the obligation to indemnify and save harmless the Owner including associates, agents and representatives, from every expense, liability, or payment arising out of or through injury to any person or persons including death and loss of services, or damage to property, regardless of who may be the Owner of the property, suffered through any cause whatsoever in the construction work involved in the contract and to defend on their behalf any suit brought against them arising from any such cause.

0352 INTEREST OF FEDERAL, STATE OR LOCAL OFFICIALS

No Federal, State or Local official shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

0353 OTHER PROHIBITED INTERESTS

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

0354 USE OF CHEMICALS

All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either E.P.A., or U.S.D.A. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.

0355 MAINTENANCE OF TRAFFIC

0355.01 The Design-Builder shall notify the Owner and the appropriate department of transportation prior to performing any work which disrupts normal flow of traffic, and shall utilize appropriate warning signs, flagmen and other procedures necessary to ensure safety and minimize inconvenience to the public.

0356 ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by the Design-Builder of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Design-Builder for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Design-Builder or his sureties from any obligations under this contract or the Construction Performance and Payment Bond.

0357 OWNER'S RIGHT TO SUSPEND WORK

The Owner shall have the authority to suspend the work, wholly or in part as he may deem necessary because of conditions unsuitable for proper prosecution of the work or failure on the part of the Design-Builder to carry out the provisions or to meet the specified requirements. The Design-Builder shall not suspend operations without the Owner's permission.

0358 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- 0358.01 It is hereby understood and mutually agreed, by and between the Design-Builder and the Owner, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced, as to the Design Phase, within 7 days of the date of the Contract, and as to the Construction Phase, immediately upon the Design-Builder's receipt of the Notice to Proceed.
- 0358.02 The Design-Builder agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Design-Builder and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
- 0358.03 If the said Design-Builder shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Design-Builder does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Design-Builder shall be in default after the time stipulated in the contract for completing the work.
- 0358.04 The said amount is fixed and agreed upon by and between the Design-Builder and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.
- 0358.05 It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where, under the contract, an additional time is allowed for the completion of any work,

the new time limit fixed by such extension shall be of the essence of this contract. Provided, that the Design-Builder shall not be charged with liquidated damages or any excess cost when the Owner determines that the Design-Builder is without fault and the Design-Builder's reasons for the time extension are acceptable to the Owner; provided, further, that the Design-Builder shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

0358.05.1 To any preference, priority or allocation order duly issued by the Government;

0358.05.2 To unforeseeable cause beyond the control and without the fault or negligence of the Design-Builder, including but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather

0358.06 Provided, further, that the Design-Builder shall, within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the contract, notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay, and notify the Design-Builder within a reasonable time of its decision in this matter.

.....END OF SECTION.....



AFFIDAVIT FOR FINAL PAYMENT AND RELEASE OF LIENS

STATE OF: _____

COUNTY OF: _____

FROM: _____ (Design-Builder)

TO: CITY OF DALTON, GEORGIA _____ (Owner)

RE: Contract entered into the ____ day of _____, _____ between the above mentioned parties for the construction of the project entitled BURR PARK STAGE ROOF EXTENSION DESIGN BUILD

KNOW ALL MEN BY THESE PRESENTS:

1. The undersigned hereby certifies that all work required under the above Contract has been performed in accordance with the terms thereof, that all material-men, sub-contractors, mechanics, and laborers have been paid and satisfied in full and that there are not outstanding claims of any character arising out of the performance of the Contract which have been paid and satisfied in full.
2. The undersigned further certifies that to the best of their knowledge and belief there are not unsatisfied claims for damages resulting from injury or death to any employees, sub-contractors, or the public at large arising out of the performance of the Contract or any suits or claims for any other damage of any kind, nature or description on which might constitute a lien upon the property of the Owner.
3. The undersigned makes this final affidavit as provided by the Contract and agrees that acceptance of final payment shall constitute full settlement of all claims against the Owner arising under or by virtue of the Contract.
4. IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this day of _____, _____.

SIGNED: _____ (SEAL)

BY: _____

TITLE: _____

Personally appeared before the undersigned who after being duly sworn, deposes and says that the facts stated in the above affidavit are true.

This ____ day of _____, _____.

Notary Public: _____ SEAL

My Commission Expires: _____,

_____ County,

SECTION 0400 – GENERAL NOTES

1. THE DATA, TOGETHER WITH ALL OTHER INFORMATION SHOWN ON THESE PLANS/BID PACKAGE, OR IN ANY WAY INDICATED THEREBY, WHETHER BY DRAWINGS OR NOTES, OR IN ANY OTHER MANNER, ARE BASED UPON FIELD INVESTIGATIONS AND ARE BELIEVED TO BE INDICATIVE OF ACTUAL CONDITIONS. HOWEVER, THE SAME ARE SHOWN AS INFORMATION ONLY, ARE NOT GUARANTEED AND DO NOT BIND THE CITY OF DALTON IN ANY WAY. THE ATTENTION OF THE BIDDER IS SPECIFICALLY DIRECTED TO GEORGIA DEPARTMENT OF TRANSPORTATION SPECIFICATION SECTIONS 102.04, 102.05, AND 104.03 OF THE SPECIFICATIONS.
2. ALL WORK ASSOCIATED WITH THIS CONTRACT SHALL BE DONE IN ACCORDANCE WITH THE MOST CURRENT GOVERNING STANDARDS, CONSTRUCTION DETAILS, AND THE DESIGN DOCUMENTS GENERATED BY THE DESIGN-BUILDER'S DESIGN PROFESSIONAL AND APPROVED BY THE OWNER, SUCH DOCUMENTS, AT THE TIME OF THEIR APPROVAL, SHALL BE INCORPORATED HERE BY REFERENCE.
3. THE DESIGN BUILDER SHALL RESTORE SITE TO ITS ORIGINAL STATE FOLLOWING COMMENCEMENT OF WORK.
4. THE DESIGN BUILDER SHALL BE RESPONSIBLE FOR MAINTAINING ALL DRAINAGE STRUCTURES WITHIN THE LIMITS OF THE PROJECT THROUGHOUT THE DURATION OF THE PROJECT. ANY DEBRIS THAT GOES INTO DRAINAGE STRUCTURES SHALL BE CLEANED OUT BY THE DESIGN BUILDER AT NO ADDITIONAL COST TO THE CITY.
5. PEDESTRIAN SAFETY MEASURES AND TRAFFIC CONTROL SHALL BE PERFORMED THROUGHOUT THE ENTIRETY OF THE CONTRACT AT NO ADDITIONAL EXPENSE TO THE OWNER.
6. THE DESIGN BUILDER WILL BE RESPONSIBLE FOR COORDINATING WITH DALTON UTILITIES AND OTHER UTILITY AGENCIES FOR THE COORDINATION AND ADJUSTMENTS (IF APPLICABLE) OF ALL UTILITIES LOCATED WITHIN THE PROJECT LIMITS.
7. TIME OF WORK RESTRICTIONS – NO WORK SHALL BE PERFORMED BETWEEN THE HOURS OF 7:00 PM AND 7:00 AM. DAMAGES FOR FAILURE TO OBSERVE TIME OF WORK RESTRICTIONS SHALL BE ASSESSED TO THE DESIGN BUILDER AT THE RATE OF \$200 PER HOUR.
8. IF AN NOI IS REQUIRED FOR THIS PROJECT, DESIGN BUILDER SHALL OBTAIN NOI AND MAINTAIN NPDES INSPECTIONS AS REQUIRED BY THE STATE OF GEORGIA. A GSWCC CERTIFIED PERSONNEL BLUE CARD HOLDER MUST BE PRESENT ON SITE AT ALL TIMES TO REPRESENT THE DESIGN BUILDER.

9. ALL PERMITTING IS REQUIRED TO BE OBTAINED BY DESIGN BUILDER. A GSWCC CERTIFIED PERSONNEL BLUE CARD HOLDER MUST BE PRESENT ON SITE AT ALL TIMES TO REPRESENT THE DESIGN BUILDER.
10. COORDINATION OF PROJECT WITH OWNERS – DESIGN BUILDER SHALL CONTINUOUSLY MAKE A GOOD FAITH EFFORT TO COORDINATE WORK ACTIVITIES WITH THE ADJACENT PROPERTY OWNERS AFFECTED BY THE PROJECT.

Exhibit A

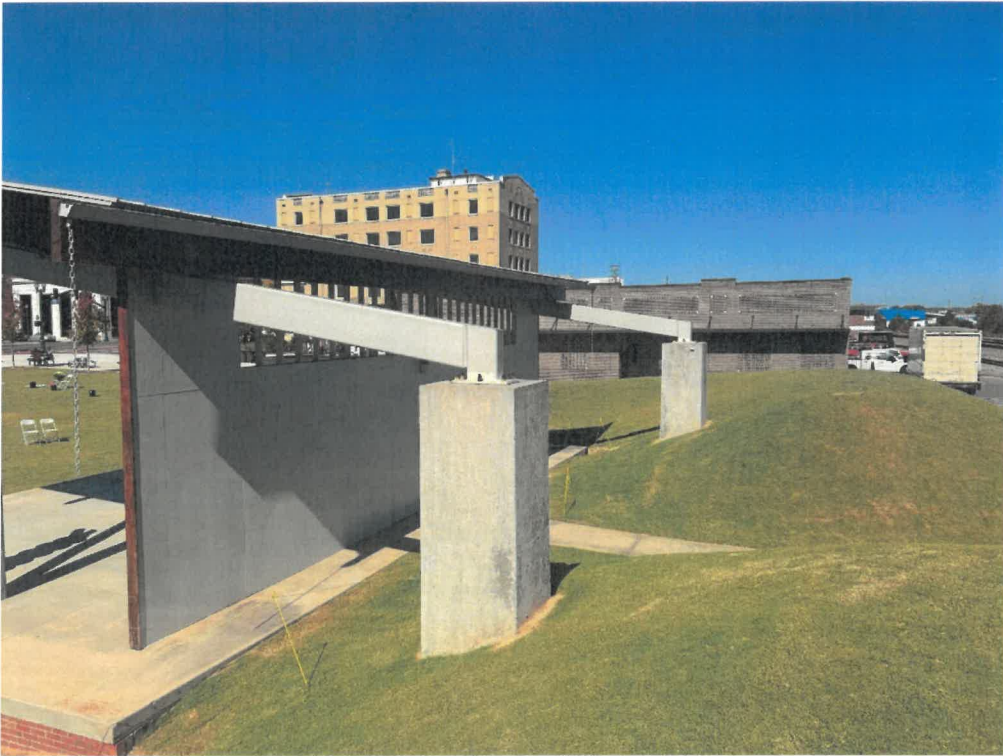




Exhibit B

Original Design

FOR REFERENCE ONLY



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QUO0138783
32' x 50' (SF) Range Shelter
2:12 Roof Pitch

JOB SITE ADDRESS:

Job Name: [Burr Park](#)
Contact: Lowell Kirkman
Phone #: 706-260-1099
Address: Hamilton Street
City: Dalton
State: Georgia
Zip: 30720

QUO0138783 - 32'-0" x 50'-0" (SF) Range Shelter
2:12 Pitch

CALLOUT	PART NUMBER	DESCRIPTION	H	W	Thk	Length	QTY
		Type					
C1A		Column	8	8	1/2	170 9/16	2
C1B		Column Brace	8	8	1/2	178 1/2	2
C2		Column	12	8	1/2	18 1/4	2
HZ		Horizontal Beam	16	8	1/2	480 1/16	2
HB		Header Beam	5 x 19 1/2" Penta #6 Lam			600	5
		Cover Plates	7 1/2	4 1/4	1/8		4
		Top Caps	11 1/8	7	1/8		2

CALLOUT	PART NUMBER	DESCRIPTION	QTY
	HWB0184	Bolt 3/4"-10 x 3" HH A325	40
	HWB0197	Bolt 3/4"-10 x 7-1/2" HH SS	22
	HWWR0055	Washer 3/4" ID x OD x thick Flat F436	40
	HWWR0056	Washer 3/4" ID x 1 3/4" OD Flat 316 SS	44
	HWN0085	Nut 3/4"-10 SS Hex	22
	HWS0021	Screw 1/4"-20 x 1" TORX Self Tapping w/Patch SS	17

T&G Decking			
CALLOUT	PART NUMBER	DESCRIPTION	QTY
		PRE-CUT METAL ROOF:	
	RMMR00005	26ga. Meridian 16" Wide	38
		Eave Trim for 90 degrees	12
		Eave Drip Trim	5
	RMMR00085	Zee trim for Meridian x 10'-3"	12
	HWS0173	Rivet 43D Pop	200
	HWS0280	Screw #10 x 1" Pancake Head Phillips Plain - Wood	800
	HWS0172	Screw #9-15 x 1" Woodgrip Type A ZAC w/Washer	300
	HWM0472	Tape, Sealant - 3/32" x 1" x 45' Roll - Gray (For Metal Roof)	6
	HWM0369	Hemming Tool	1
	TouchUp	Touch-Up Paint [Frame Color] (Cans)	1
	RMMR00119	Touchup 1.7 oz. Applicator Pen Kynar ADS (Roof Color)	1

T&G DECKING:			QTY
	SP0077	Wood, T&G SYP 2x6(nom) x 10'-0" #1	130
	SP0082	Wood, T&G SYP 2x6(nom) x 14'-0" #1	70
	SP0081	Wood, T&G SYP 2x6(nom) x 16'-0" #1	70
	SP0087	Wood, T&G SYP 2x6(nom) x 18'-0" #1	70
	HWM0455	Nail x 16D Sinker Galv	30
	SP0002	Felt, #30 Roll	10
	HWM0285	Nail x 3/4" Shingle Galv	5

ANCHORING HARDWARE:						QTY
		W	D	Thk	Hole Size	
	Anchor Bolt Template	18	18	1/8	1 1/16	2
	Anchor Bolt Template	14	14	1/8	1 1/16	2
	HWA0056	Anchor ASTM F1554 GR36 1"-8 x 22" w/ tack welded nut				32
	HWWR0009	Washer 1" I.D. F436 STR RD WASHER DOM.				64
	HWN0007	Nut 1"-8 Hex A563 Plain				64

Table of Contents

Page #	Description
1	General Specs and Notes
2	Primary Structural Views
3	Ground Plan Layout
4	Footer/Anchor Illustration
5	Member/Connection Callouts
6	Connections Details
7	T&G Layout
8	Roof Panel Layout
9	Roof Screw Schedule
10	Eave/Rake Detail
11	Purlin/Ridge Detail
12	Section Detail
13	Trim Profiles

Design Criteria
Refer to sealed calculations.

Material Specifications and Notes:

1. All structural steel tubing shall be ASTM A-500 Grade B-C
2. All other steel (plates, gussets, etc.) shall be ASTM A-36.
3. All welding is to be done in accordance with the latest AWS standards.
4. Standard bolts to be ASTM A-325 & threaded rod to be ASTM B-7 unless otherwise noted.
5. All fabricated steel & structural tubes are blasted to a near-white condition prior to application of primer and top coat.

-Primer: Zinc Rich

- Top coat: TGIC powder coating
- 6. Roofing material 2"x 6" (Nom) #1 grade S.Y.P. covered by pre-cut 26 GA. 16" Wide Meridian S.S. Pre-cut Metal Roofing.

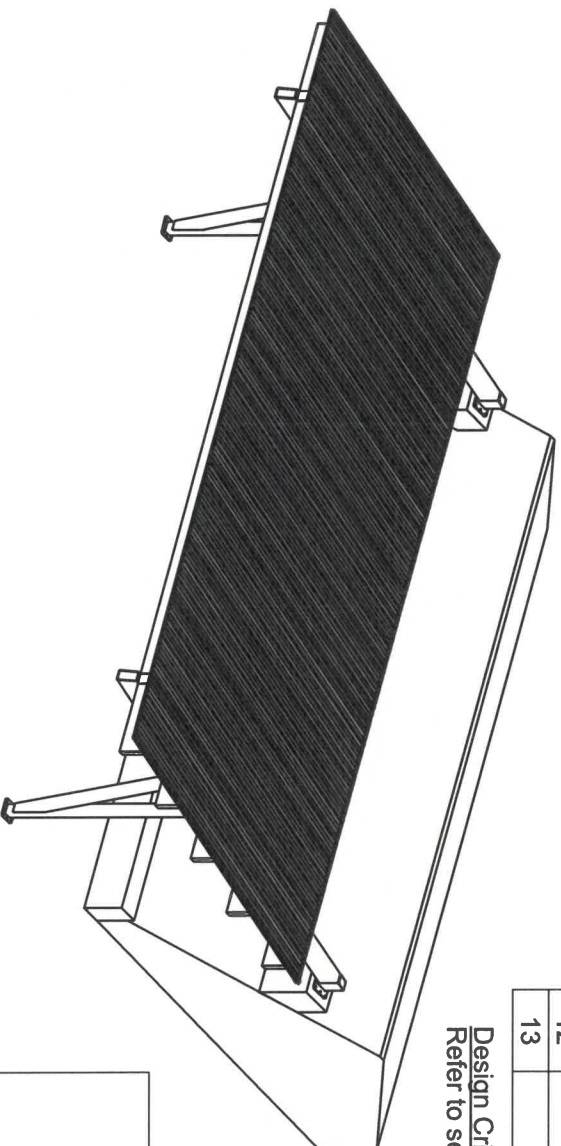
Erection Notes:

All members must be properly braced until the complete structural system has been constructed. Bracing material and method is the responsibility of the G.C.

This building has been designed as a free standing, open structure. If walls or other modifications are to be made, the structure must be re-engineered prior to these modifications.

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N.I.C. = NOT IN CONTRACT
G.C. = GENERAL CONTRACTOR



Model #: QU00138783
32'-0" x 50'-0" (SF) Range Shelter
2-12 Pitch

Engineering
An engineering seal and signature, if present, is limited to the design and material provided by SUPERIOR RECREATIONAL PRODUCTS. It **DOES NOT** represent the Engineer of Record in any manner

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Rev Date & Description:

Rev Date & Description:

Date: 1/15/2018

Drawn By: DEB

Description:

General Specs and Notes

Material:

Weight:

Rev: xx

Drawing Number: QU00138783

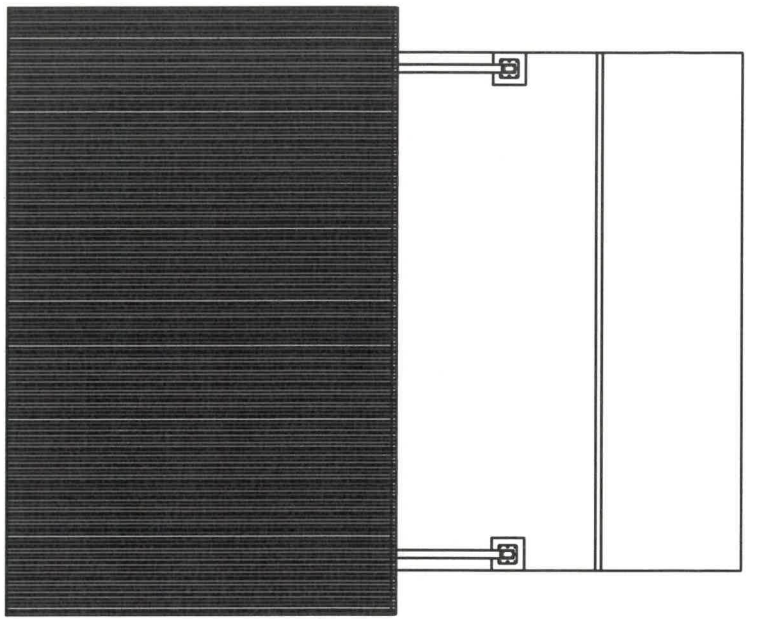
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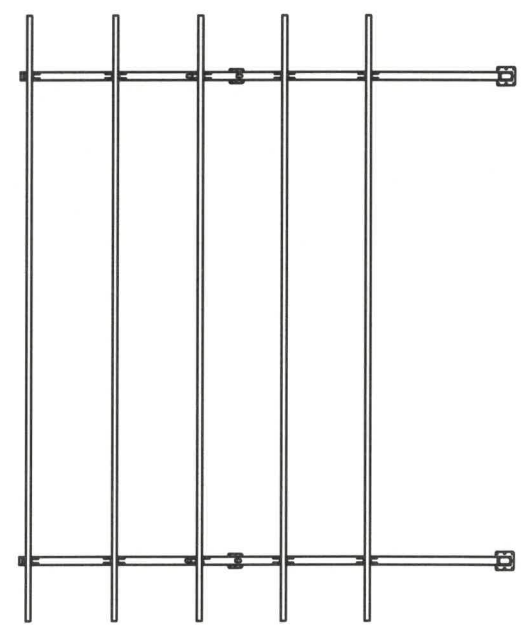
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Scale: NTS

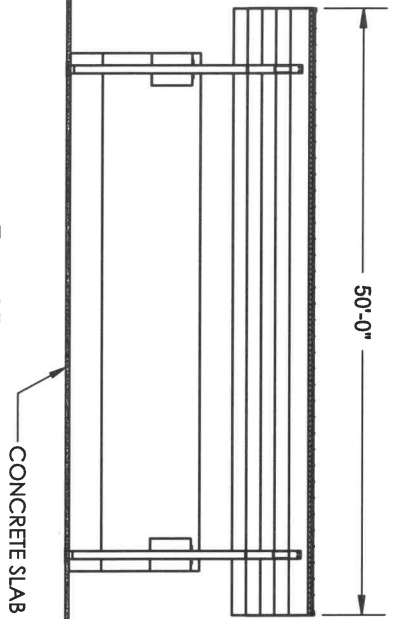
Sheet: 1 of 13



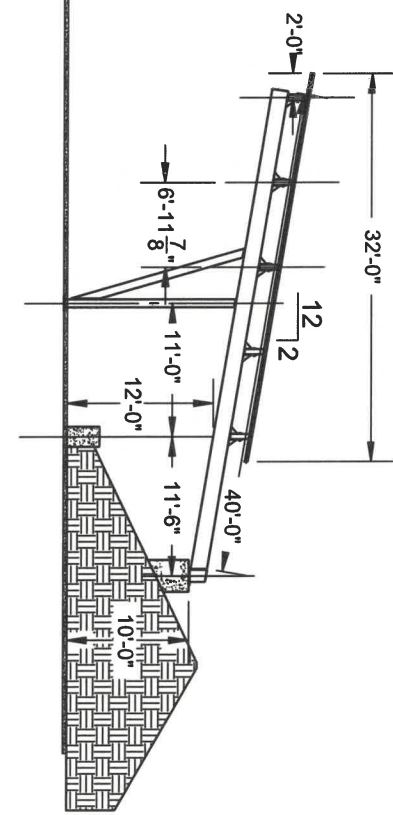
Top View



Top View (Frame Only)



Front View



Side View

Rev Date & Description:

Rev Date & Description:

Date:

1/15/2018

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DEB

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Description:

Primary Structural Views

Material:

Weight:

Rev: xx

Size: A

Units: Inch

Drawing Number: QU00138783

Tol: ± 0.625 Unless Otherwise Specified

Scale: NTS

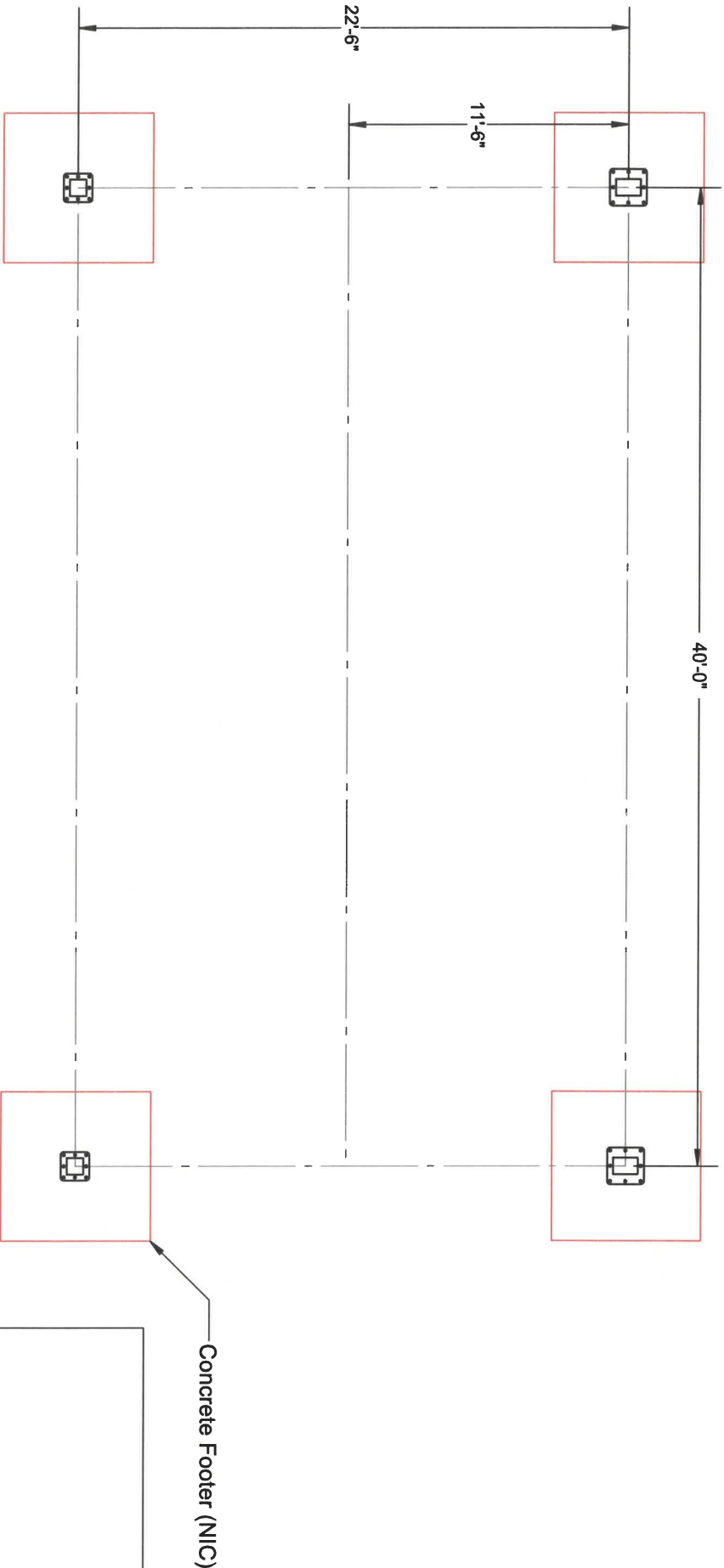
Sheet: 2 of 13



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Footing Layout Notes:
 Superior Recreational Products strongly recommends the use of provided anchor bolt templates to insure accuracy of anchor bolt placements.



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Description:

Ground Plan Layout

Rev Date & Description:

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Material:

Rev: **xx** Drawing Number: **QU00138783**

Date: 1/15/2018

Drawn By: **DEB**

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Weight:

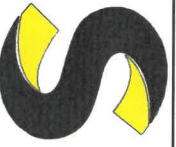
Size: **A**

Units: **Inch**

Tol: ± 0.625 Unless Otherwise Specified

Scale: **NTS**

Sheet: **3 of 13**



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Description:

Footer/Anchor Illustration

Material:

Rev: xx Drawing Number: QU00138783

Weight:

Size: A

Units: Inch

Tol: ± 0.025 Unless Otherwise Specified

Scale: NTS

Sheet: 4 of 13

TYPICAL FOOTER REPRESENTATION ONLY. SEE SEALED CALCULATIONS FOR FOOTER DETAILS.

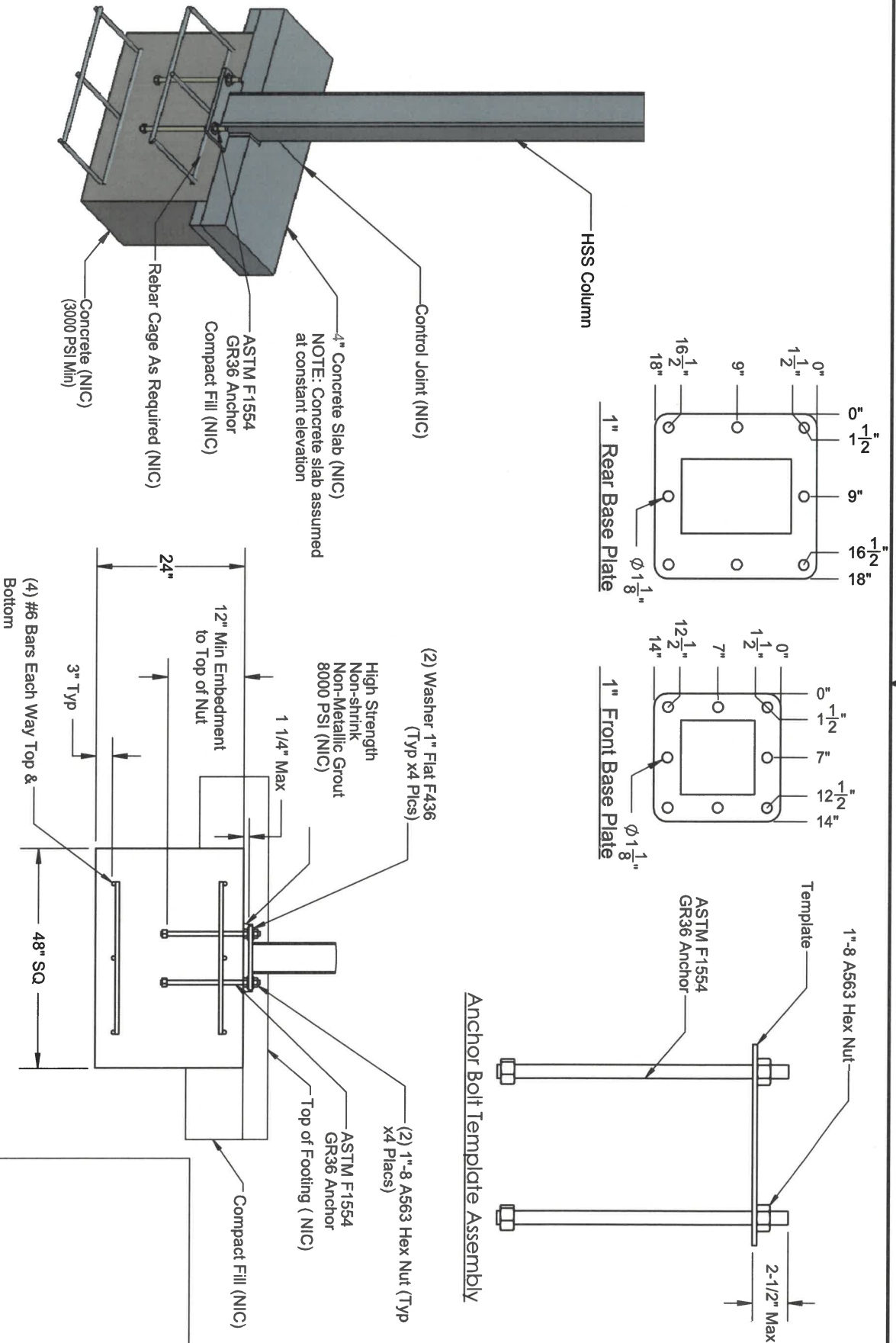
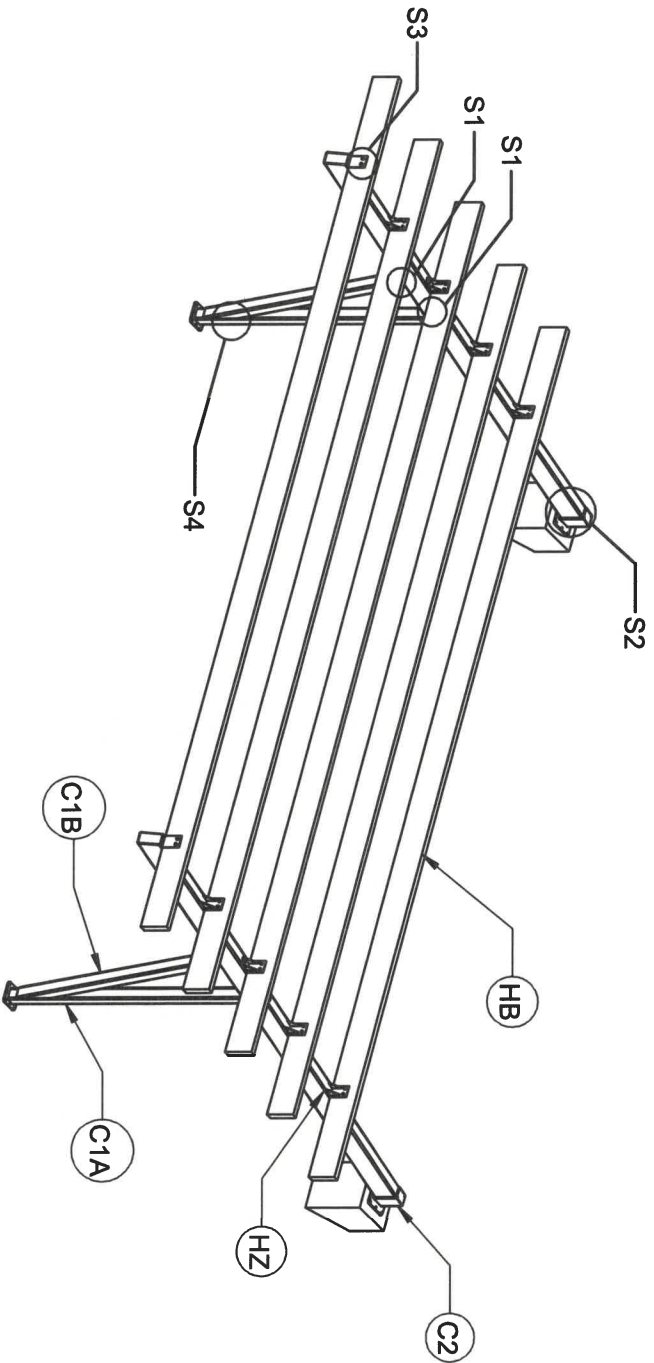


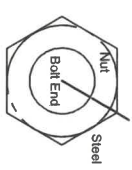
Plate Location	Plate Thickness
C1A/HZ	1"
C1A/C1B	1"
C1B/HZ	1"
C2/HZ	1"
HZ/HB	1/2"



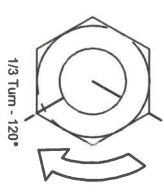
Tightening Method for Snug-Tightened Joints

1. All bolt holes shall be aligned to permit insertion of the bolts without undue damage to the threads.
2. Bolts shall be placed in all holes with washers positioned as required.
3. Snug-tighten to bolts in the joint.
4. Match-mark the nut and protruding end of the bolt.
5. Rotate the nut 1/3 turn past snug-tight.

Matchmarking



Required Turns



*See AISC "Specification for Structural Joints Using ASTM A325 or A490 Bolts" for complete details.

NOTE: NUTS ARE PRE-WELDED TO THE INSIDE OF HIP BEAM / PURLIN / COLUMN END PLATES.

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Rev Date & Description:

Date:

1/15/2018

Drawn By:

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Description:

Member/Connection Callouts

Material:

Weight: lbs.

Size: A

Units: Inch

Rev: xx

Drawing Number: QU00138783

Tol: ±.0625 Unless Otherwise Specified

Scale: NTS

Sheet: 5 of 13



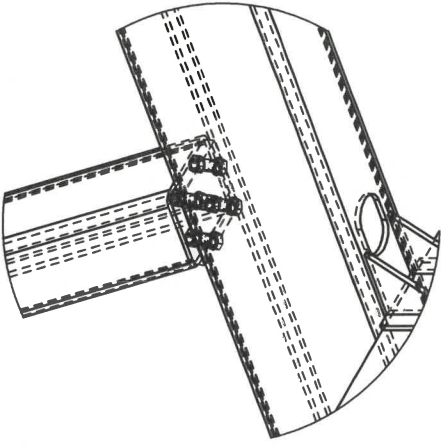
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CONNECTION (S1)

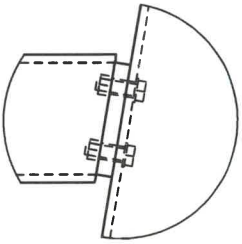
(4) PLACES

FASTENERS USED @ EACH CONNECTION

- (4) Bolt 3/4"-10 x 3" A325 Plain
- (4) Washer 3/4" ID x 1 1/2" OD x thick Flat F436



CONNECTION VIEW



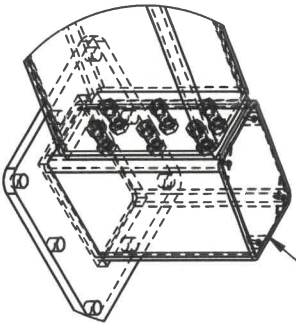
SIDE VIEW

CONNECTION (S2)

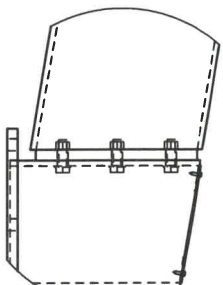
(2) PLACES

FASTENERS USED @ EACH CONNECTION

- (6) Bolt 3/4"-10 x 3" A325 Plain
- (6) Washer 3/4" ID x 1 1/2" OD x thick Flat F436
- (4) Screw 1/4"-20 x 1" TORX Self Tapping w/Patch SS
- (1) Top Cap



CONNECTION VIEW



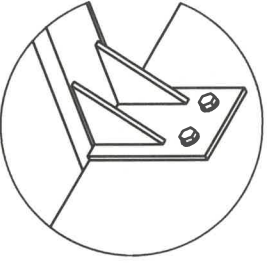
SIDE VIEW

CONNECTION (S3)

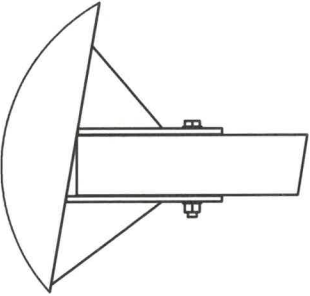
(10) PLACES

FASTENERS USED @ EACH CONNECTION

- (2) Bolt 3/4"-10 x 7-1/2" HH SS
- (4) Washer 3/4" ID x 1 3/4" OD Flat 316 SS
- (2) Nut 3/4"-10 SS Hex



CONNECTION VIEW



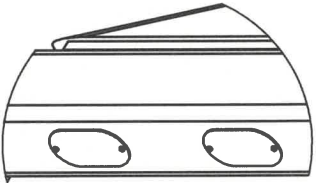
SIDE VIEW

CONNECTION (S4)

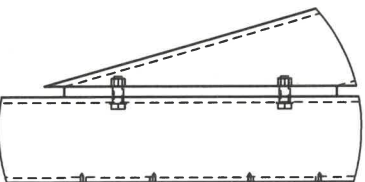
(2) PLACES

FASTENERS USED @ EACH CONNECTION

- (4) Bolt 3/4"-10 x 3" A325 Plain
- (4) Washer 3/4" ID x 1 1/2" OD x thick Flat F436
- (4) Screw 1/4"-20 x 1" TORX Self Tapping w/Patch SS
- (2) Cover Plates



CONNECTION VIEW



SIDE VIEW

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Rev Date & Description:

Rev Date & Description:

Date:

1/15/2018

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Description:

Connection Details

Material:

Rev:

Drawing Number: Q000138783

Weight:

lbs.

Size:

A

Units:

Inch

Tol:

+ .0625 Unless Otherwise Specified

Scale:

NTS

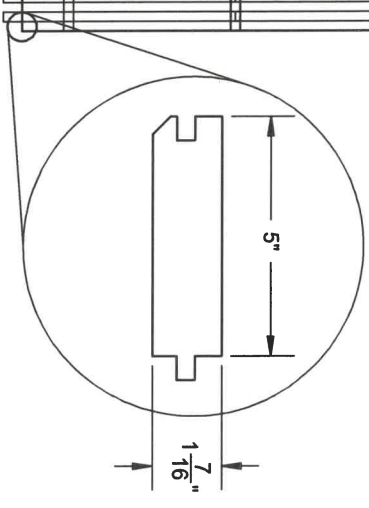
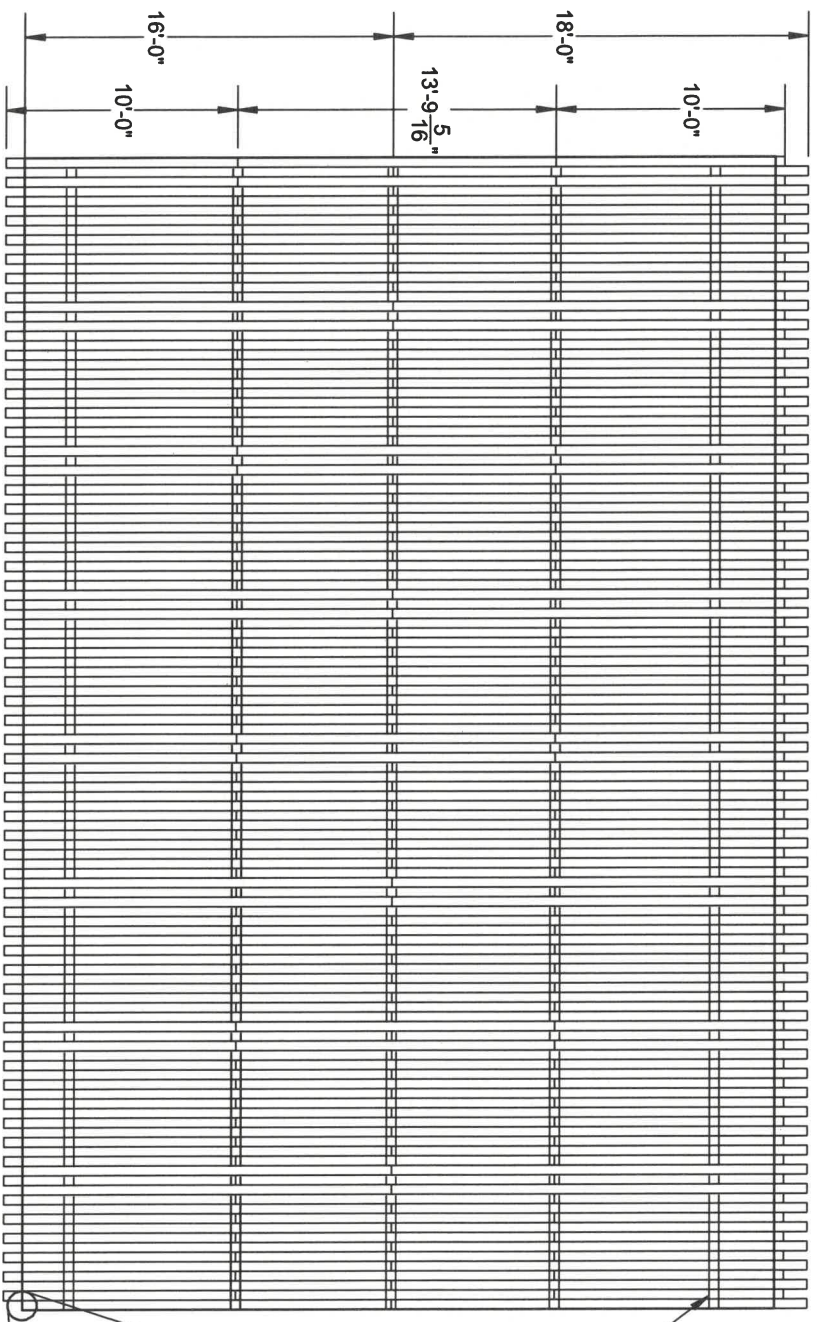
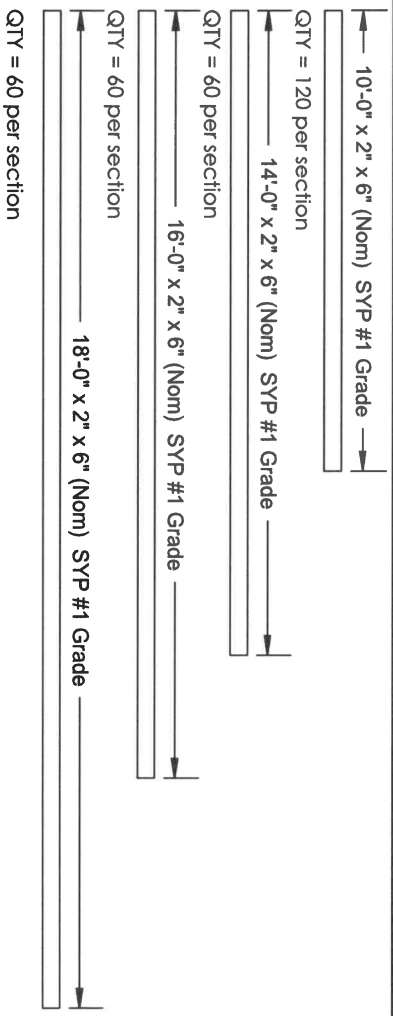
Sheet:

6 of 13



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Attach T&G to Header Beam using the 16D galv nails, two nails at every point of contact.



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Rev Date & Description:

Rev Date & Description:

Date:

1/15/2018

Drawn By:

DEB

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Description:

T&G Layout

Material:

Weight: lbs.

Size: A

Units: Inch

Rev: xx

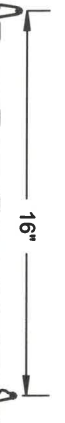
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Scale: NTS

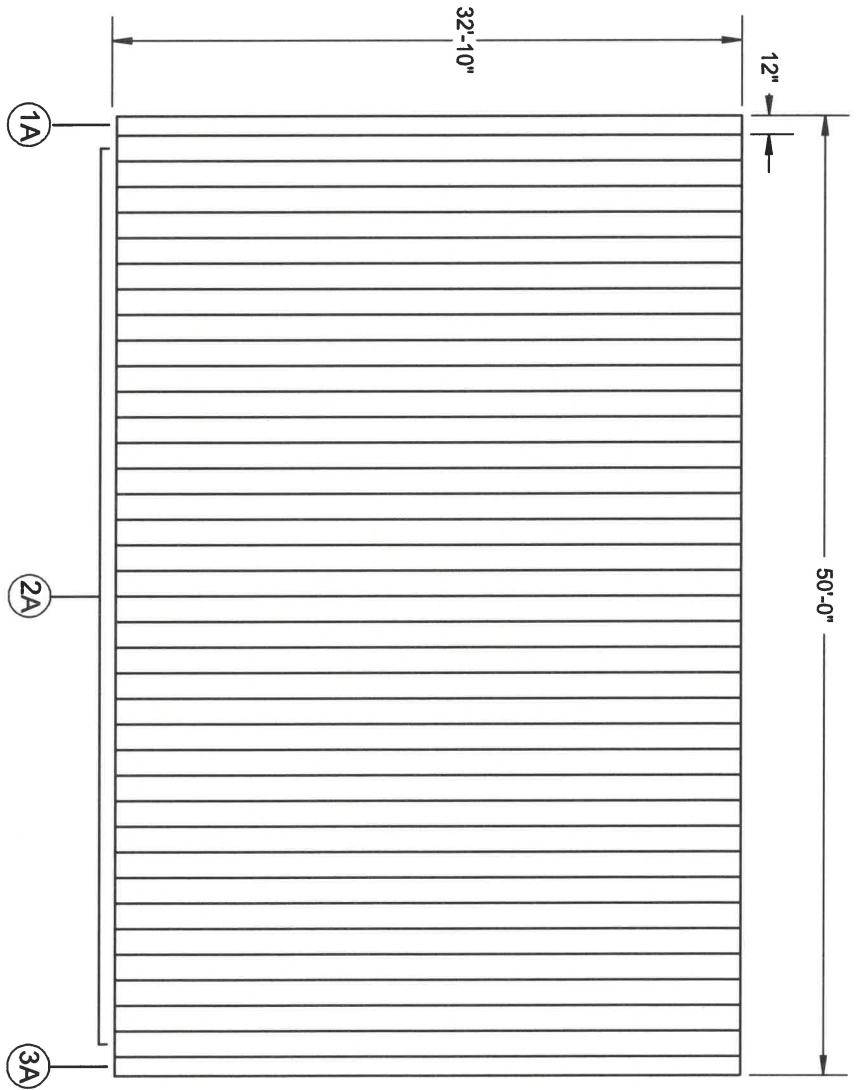
Sheet: 7 of 13

Drawing Number: QU00138783





26ga. Meridian Profile



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Rev Date & Description:

Rev Date & Description:

Date: 1/15/2018

Drawn By: DEB

Description: **Roof Panel Layout**

Material: **Rev: xx Drawing Number: QU00138783**

Weight: **lbs.** Size: **A** Units: **Inch** Tol: **±.0625 Unless Otherwise Specified** Scale: **NTS** Sheet: **8 of 13**



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Rear Trim Detail



Header Detail



Rake Detail



Front Trim Detail



Rev Date & Description:

Rev Date & Description:

Date:

1/15/2018

Drawn By:

DEB

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Toll Free: 800-327-8774 Local: 770-832-6660

Description:

ROOF SCREW SCHEDULE

Material:

Weight:

lbs.

Size:

A

Units:

Inch

Rev:

xx

Drawing Number:

QU00138783

Tol: ± 0.0625 Unless Otherwise Specified

Scale:

1:40

Sheet:

9 of 13

Correct Tightening Methods



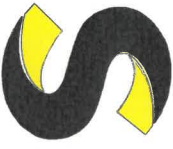
CORRECT



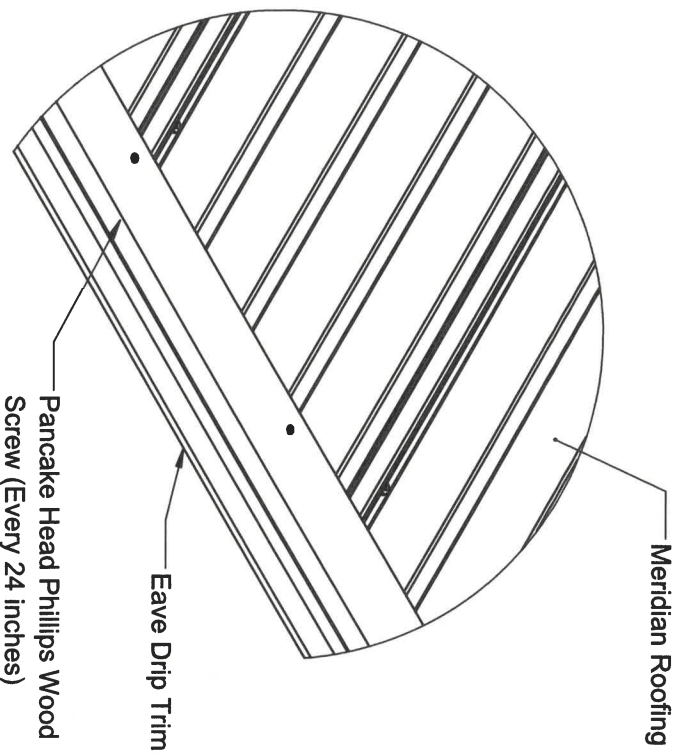
TOO LOOSE



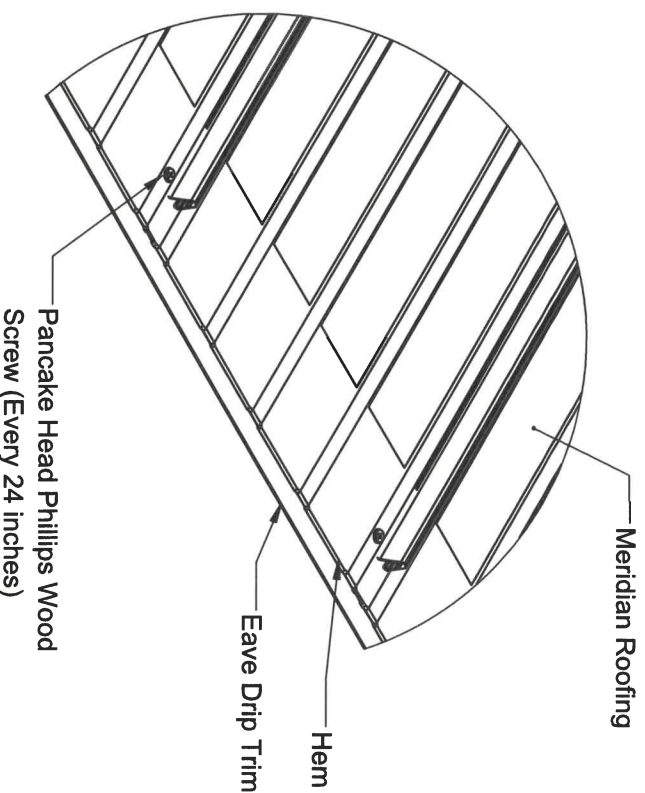
TOO TIGHT



SUPERIOR
RECREATIONAL PRODUCTS



Front Trim Detail



Rear Trim Detail

Rev Date & Description:

Rev Date & Description:

Date: 1/15/2018

Drawn By: DEB

Superior Recreational Products

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1050 Columbia Drive, Carrollton GA 30117
Toll Free: 800-327-8774 Local: 770-832-6660

Description:

Rear/Front Trim Details

Material:

Weight: lbs.

Size: A

Units: Inch

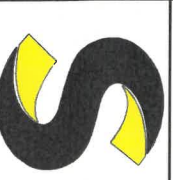
Rev: xx

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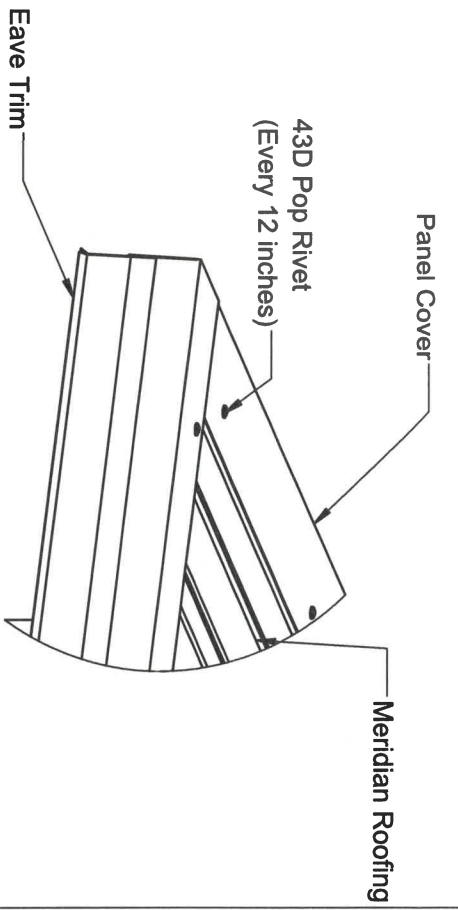
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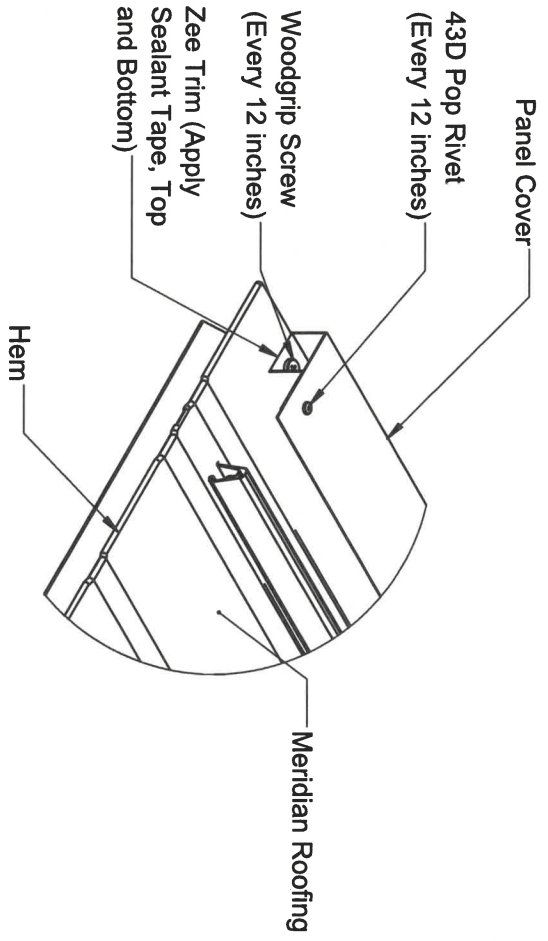
Rev: xx Drawing Number: QU00138783



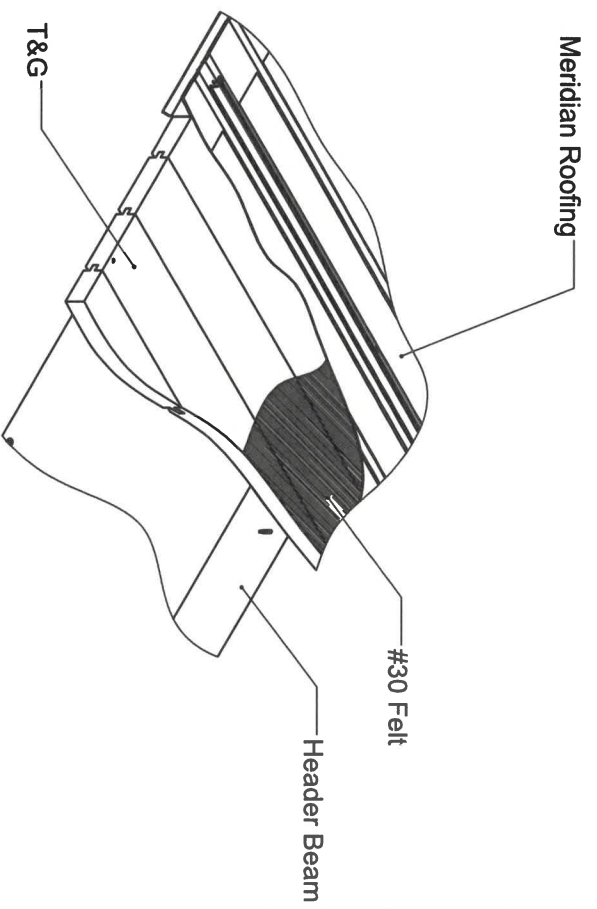
SUPERIOR
RECREATIONAL PRODUCTS



Upper Rake Detail



Lower Rake Detail



Header Detail

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Rev Date & Description:

Rev Date & Description:

Date:

1/15/2018

Drawn By:

DEB

Description:

Rake/Header Details

Material:

Rev: **xx**
Drawing Number: **QU00138783**

Weight:

lbs.

Size:

A

Units:

Inch

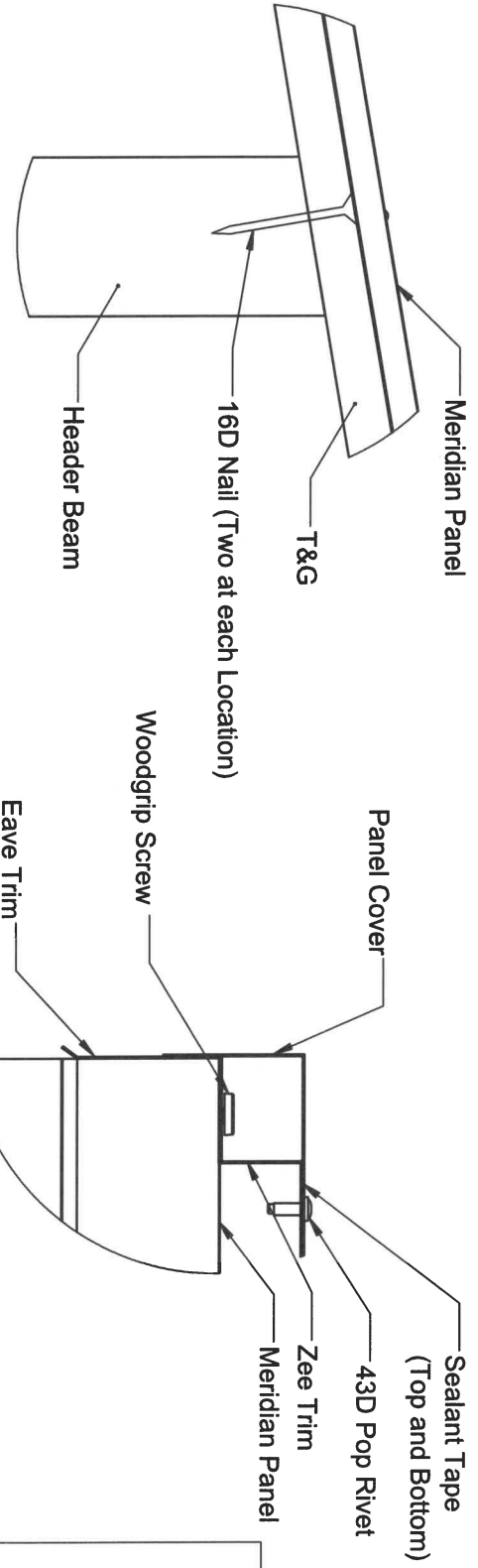
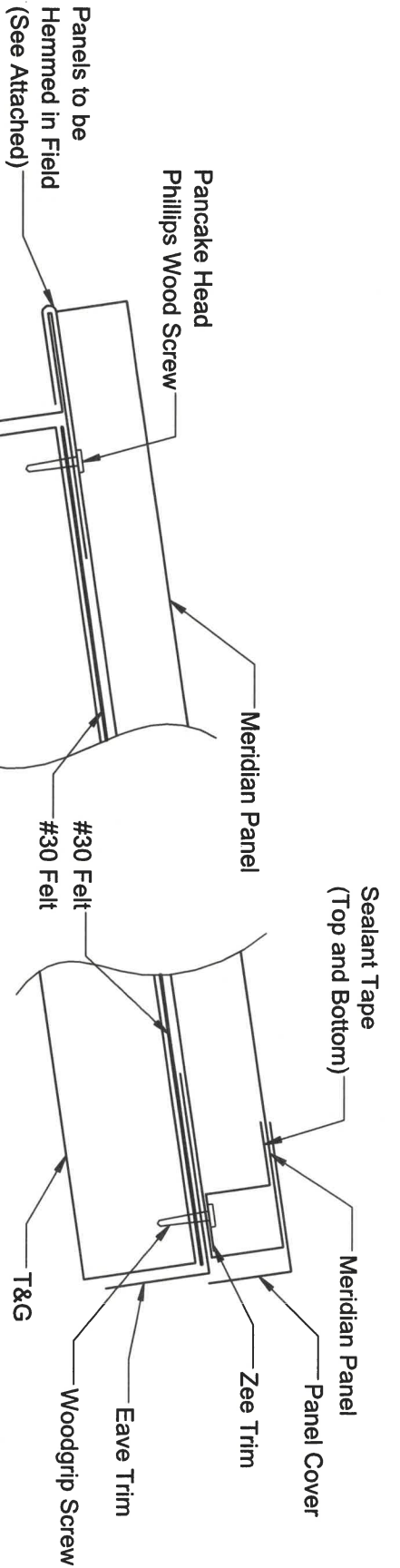
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Unless Otherwise Specified

Scale: **1:40**

Sheet:

11 of 13

1050 Columbia Drive, Carrollton GA 30117
Toll Free: 800-327-8774 Local: 770-832-6660



Header Beam Section Detail

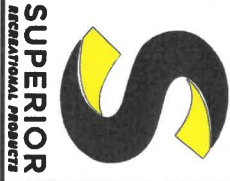
Rake Detail

Superior Recreational Products

Rev Date & Description:
Rev Date & Description:

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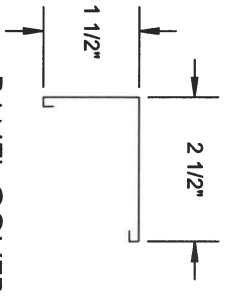
Description:
Section Detail



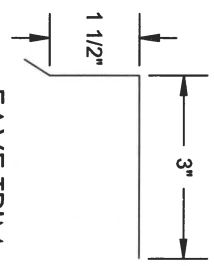
Date: 1/15/2018
Drawn By: DEB

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Toll Free: 800-327-8774 Local: 770-832-6660

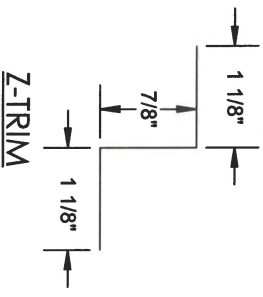
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Units: Inch
Rev: XX
Drawing Number: QU00138783
Tol: +.0625 Unless Otherwise Specified
Scale: 1:1
Sheet: 12 of 13



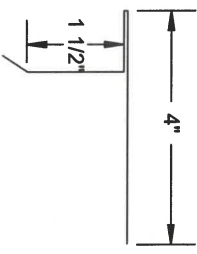
PANEL COVER



EAVE TRIM



Z-TRIM

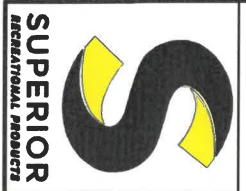


EAVE DRIP TRIM

TRIM PROFILES

Superior Recreational Products

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Rev Date & Description:

Rev Date & Description:

Date: 1/15/2018

Drawn By: DEB

Description:

Trim Profiles

Material:

Rev: xx Drawing Number: QU00138783

Weight:

lbs.

Size: A

Units: Inch

Tol: +.0625 Unless Otherwise Specified

Scale: 1:1

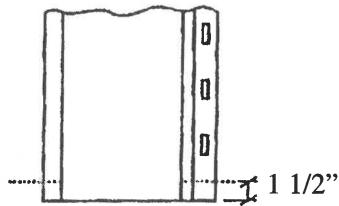
Sheet: 13 of 13

1050 Columbia Drive, Carrollton GA 30117
Toll Free: 800-327-8774 Local: 770-832-6660



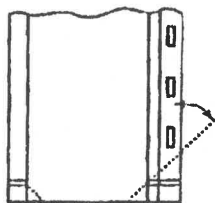
- b. Panels can also be terminated with a hemming tool to provide a smoother appearance.
 Cut through male and female legs/ribs 1 1/2" up from panel end as shown in Figure #5.

FIGURE #5



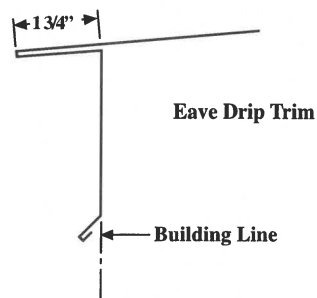
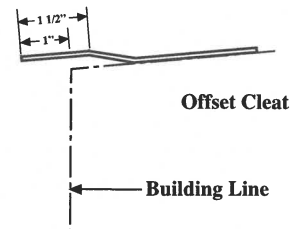
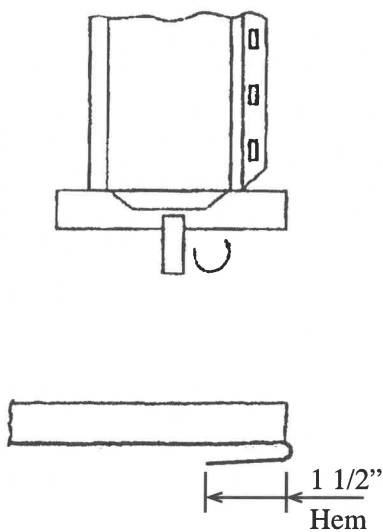
Then cut diagonally with metal shears as shown in Figure #6.

FIGURE #6



Place hemming tool over panel tab. Bend down and under to 180° as shown in Figures #7 & #8.

FIGURE #7



Note: When the eave drip trim condition is used, the panel lengths need to be 3/4" longer than panels used for offset cleat condition.

Exhibit C

BID FORM

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>COST</u>
1	DESIGN	
2	PERMITTING	
3	MOBILIZATION	
4	CONSTRUCTION	
5	RESTORE SITE TO EXISTING CONDITIONS	
TOTAL		

ADDENDUM #1

Date Issued: 10/1/24

Bid Date: Tuesday - November 12, 2024

Bid Time: 2:00 PM ET

Bid Location: City of Dalton Finance Department
300 W Waugh St – Dalton, GA

Contractor Action:

1. Acknowledge receipt of this addendum by writing in “Addendum No. 1” on page 0200-3 of bid proposal.
2. On the advertisement for proposal, please replace proposal received date of “Friday, November 12, 2024 at 2:00 PM” with “Tuesday, November 12, 2024 at 2:00 PM”.
3. On the advertisement for proposal, please replace mandatory pre-bid meeting is scheduled for “1:00 PM Friday, November 5, 2024” with “1:00 PM Tuesday, November 5, 2024”

Exhibit B

Leonard Construction, Inc. Proposal Submission

LEONARD BROTHERS CONSTRUCTION

706-695-8351

P.O. Box 1950
Chatsworth, GA 30705

PROPOSAL

PROPOSAL SUBMITTED TO:
CITY OF DALTON

DATE:
November 11, 2024

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

BURR PARK ROOF EXTENSION:

Provide structural engineered drawing.
Install welded on beam clips to existing rafters, paint to match.
Cut back roofing / decking to center of existing beam.
Install two 5" x 19-1/2" x 50' glue lam beams to match existing.
Install 2 x 6 tongue and groove decking.
Stain new beams and underside of decking.
Install synthetic roofing felt.
Install 26 ga. Meridian metal roof panels to match existing with all associated trim, mastic and screws.
Install new gutter and downspouts.
Storm drainage piping by owner.

Note:

Existing roof panels are not designed to be end lapped, so it may be necessary to drop roof line and create a step down in roof. This will require a ledger board to be attached to existing beam to receive decking and possibly a third beam per structural engineer. This options, if necessary, will be an additional 1,000.00 to cover cost of extra beam.

We Propose, hereby to furnish material and labor ----- complete in accordance with above specification, for the estimated price of:

Thirty-Eight Thousand Three Hundred dollars & 00/100------(38,300.00)

Payment to be made as follows:

Not withstanding any other billing provision, payment will be due 10 days after materials are placed on site. Charges for all other material and labor will be billed monthly and payment will be due 10 days from the date of invoice. A service charge of 1.5% per month (18% per annum) will be charged on all past due accounts. Customer agrees to pay all cost of collection including reasonable attorney's fees incurred in collection of the amount under the laws of the state of Georgia and Constitution of the United States. Final payment will be due 10 days after completion of job.

Leonard Construction Inc. carries full insurance on all men; materials and equipment at all job sites. This insurance shall include Workman's Compensation, General Liability, Builders risk and Auto. Full documentation shall be provided upon request.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents and delays beyond our control.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Leonard Construction, Inc.

C.F.O.
Title

11/12/24
Date of Acceptance

Authorized Signature

Title

Date of Acceptance

NOTE: This proposal may be
Withdrawn by us if not accepted within 30 days.

Exhibit C

BID FORM

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>COST</u>
1	DESIGN	1,800.00
2	PERMITTING	0.00
3	MOBILIZATION	2,628.00
4	CONSTRUCTION	32,672.00
5	RESTORE SITE TO EXISTING CONDITIONS	1,200.00
	TOTAL	38,300.00

* SEE ATTACHED PROPOSAL FOR SPECS / NOTES

BID PROPOSAL

Place BURR PARK
Date 11/2/24

LEONARD CONSTRUCTION, INC D.B.A.

Proposal of LEONARD BROTHERS CONSTRUCTION (hereinafter called "Bidder") a contractor organized and existing under the laws of the City of CHATSWORTH State of GEORGIA and County of MURRAY, * an individual, a corporation, or a partnership doing business as LEONARD BROTHERS CONSTRUCTION.

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

Gentlemen:

The Bidder in compliance with your invitation for bids for the construction of the BURR PARK STAGE ROOF EXTENSION DESIGN BUILD having examined the RFP Packet 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 to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 12 weeks following "Notice to Proceed". Bidder further agrees to pay as liquidated damages the sum of \$300.00 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:

ADDENDUM 1

*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 \$0.00 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:

CHAD RIDLEY - CHATSWORTH, GA

SHERRI RIDLEY - CHATSWORTH, GA

DAN TROWELL - ROCKY FACE, GA



BID PROPOSAL
(Continued)

Dated at:

The 12th day of NOVEMBER, 24

Ona Zille

Principal

By _____ SEAL



CONTRACT

THIS AGREEMENT made this the 12th day of NOVEMBER, 24, by
and between the CITY OF DALTON, GEORGIA, hereinafter called "Owner",
and LEONARD BROTHERS CONSTRUCTION

a contractor doing business as an individual, a partnership, or a corporation* of the City
of CHATSWORTH, County of MURRAY, and State of GEORGIA

hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements
hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby
agrees to commence and complete the construction of the project entitled:

**BURR PARK STAGE ROOF EXTENSION DESIGN BUILD
DALTON PROJECT NO. PW-2024-GF-30005**

hereinafter called the "Project", for the sum of SEE ATTACHED PROPOSAL
Dollars () and all extra work in connection therewith, under the terms as stated in the
Contract Documents, and at his (*its or their*) own proper cost and expense to furnish all
materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and
other accessories and services necessary to complete the said project in accordance with
the conditions and prices stated in the proposal, the General Conditions of the Contract,
the specifications and contract documents therefore as prepared by the Owner and as
enumerated in Paragraph 2 of the General Conditions, all of which are made a part hereof
and collectively constitute the Contract.

The Contractor hereby agrees to commence work under this contract on or before a date
to be specified in a written "Notice to Proceed" of the Owner and to fully complete the
project within 8 weeks of receiving "Notice to Proceed". The Contractor further agrees to
pay as liquidated damages the sum of \$300.00 for each consecutive calendar day
thereafter as hereinafter provided in the General Conditions under "Time of Completion
and Liquidated Damages."

*Strike out inapplicable terms.

CONTRACT
(Continued)

The Owner agrees to pay the Contractor in current funds for the performance of the contract, subject to additions and deductions as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in "Payments to Contractor," of the General Conditions.

IN WITNESS WHEREOF, the parties to those presents have executed this contract in five (5) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

ATTEST:

CITY OF DALTON, GEORGIA

City Clerk

By: _____ SEAL

Witness

Title

ATTEST:

Secretary

By: _____ SEAL

Witness

Title

Secretary of Owner should attest. If Contractor is corporation, secretary should attest.

Give proper title of each person executing contract.



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.

666380
EEV/Basic Pilot Program* User Identification Number

LEONARD BROTHERS CONST. 6-23-14
BY: Authorized Officer or Agent Date
(Contractor Name)

Dan Lee C.F.O.
Title of Authorized Officer or Agent of Contractor

DAN TROWER
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
12th DAY OF November, 2024
Sherri A. Ridley
Notary Public
My Commission Expires:
January 13, 2027

SHERRI L RIDLEY
NOTARY PUBLIC
MURRAY County
State of Georgia
My Comm. Expires JANUARY 13, 2027

* 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).

