

CITY OF DALTON, GEORGIA



REQUEST FOR PROPOSALS (RFP)

For

PROJECT:

**CONCRETE DRIVEWAY APRONS &
ASPHALT PARKING LOT REPAIRS
CITY OF DALTON, GEORGIA**

**CITY OF DALTON FIRE DEPARTMENT
300 W Waugh St.
DALTON, GEORGIA 30720**

REQUEST FOR PROPOSALS (RFP)

1.0 OVERVIEW AND GENERAL INFORMATION

Overview

The City of Dalton requests proposals from qualified and professional contractors to furnish all labor, materials, equipment, and other necessary resources to perform all required work necessary to replace concrete driveways and failing asphalt and repair subgrade, at Dalton Fire Department (DFD) Stations One, Two, and Three. Station One is located at 404 School St., Dalton, GA 30720; Station Two: 1024 Abutment Rd., Dalton, GA 30721; Station Three: 159 Haig Mill Lake Rd., Dalton, GA 30720. This work must be performed in accordance with the specifications contained in the Request for Proposals (RFP), as quantified and described in Exhibit A.

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

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

An Agreement for services will be required with the selected contractor. A copy of the agreement is attached as Exhibit B. Contract services will commence upon execution of the service agreement by the city.

Schedule

Date and Time	Event
October 5, 2022 at 1:00 PM	Mandatory Pre-RFP Meeting
October 11, 2022 at 2:00 PM	Questions Deadline
October 19, 2022 at 2:00 PM	Sealed Proposal Opening

Mandatory Pre-Bid Meeting with Site Visits

All proposers are required to attend the mandatory pre-RFP meeting with site visits for inspection prior to submitting a proposal. **In order to submit a proposal on this project, a Contractor must have a representative of the firm attend the pre-RFP meeting and must sign the sign-in sheet.** The pre-bid meeting will be held on October 5, 2022 at 1:00 PM.

Submission Information

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

Sealed Proposals will be received by the City of Dalton at the **City of Dalton Finance Department 300 W. Waugh Street, Dalton, Georgia 30720 until October 19 at 2:00 PM ET**. The envelope containing the proposals must be **sealed** and designated as the proposal for the project entitled:

SEALED PROPOSAL FOR:
CONCRETE DRIVEWAY APRONS &
ASPHALT PARKING LOT REPAIRS
CITY OF DALTON, GEORGIA

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

No proposals will be received or accepted after 2:00 PM ET October 19, 2022. Proposals submitted after the designated date and time will be deemed invalid and returned unopened to the proposer. The City of Dalton is not responsible for lost or misdirected mail.

Questions and Addenda

All questions regarding this RFP shall be submitted in writing via email by the **questions deadline of 2:00 PM ET October 11, 2022**. Questions must be directed to:

Jackson Sheppard, E.I.T., Project Manager
City of Dalton Public Works Department
Email: jsheppard@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 RFP due date. Proposers are advised to check the website for addenda before submitting a proposal. **Bids which fail to acknowledge the receipt of any addendum (if applicable) will result in the rejection of the offer if the addendum contains information which substantively changes the City's requirements.**

Indemnification

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

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

Georgia Security and Immigration Compliance

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

The Scope of Services, as may be modified through negotiation and/or by written addendum issued by the City, will be made part of the Agreement.

The submission of a proposal shall be deemed a representation and warranty by the Contractor that it has investigated all aspects of the RFP, that it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and that it has read and understands the RFP. Statistical information which may be contained in the RFP or any addendum thereto is for information purposes only.

2.0 Submittal Requirements/Format

Format: The Parties interested in acquiring this Contract with The City of Dalton for Concrete Driveway Aprons and Asphalt Parking Lot Repairs at DFD Stations #1, #2, and #3 shall submit a written proposal package to meet the requirements below:

- A. The proposal shall set forth a lump sum cost for completion of the total Project. This cost should include replacement of concrete driveway aprons, asphalt parking lot, and subgrade repairs as built currently on sites.
- B. The proposal shall outline a complete and detailed description of the work to be completed by the Contractor as described on City's bid form in Exhibit A.
- C. Contractor shall provide a (2) two-year warranty on labor, materials, and workmanship.
- D. A list of clients (others Cities/Counties if possible), including the names, addresses, and a contact person/number, for which your company has completed similar work within the last three years.
- E. Provide a description of completed projects that demonstrate the contractor's ability to complete projects of similar scope, size and purpose, and in a timely manner.
- F. Provide a written statement outlining the timeline of activities as well as a completion date for this project.
- G. Background information on your company, including the closest office location, as well as any financial ratings and reports if available, degree of work, if any, that is to be subcontracted.
- H. The contractor shall be responsible for the removal and proper disposal of any waste or other materials generated or produced during the project. Waste should include but not limited to, the removal of any and all asphalt and concrete materials accumulated during demolition, as well as any subgrade materials being removed and replaced. The cost of the waste disposal shall be included in the lump sum proposal price. Removal and disposal of waste materials shall be in accordance with industrial standards and in accordance with all Federal, State, and Local regulations.
- I. Ability to meet insurance requirements, and attach a copy of a valid insurance certificate for the firm's general liability and proof of adequate worker's compensation coverage for employees.

- J. Ability to produce a payment and performance bond for entire bid amount. Bond rate to be specified on bid form Exhibit “A”.

3.0 Minimum Criteria Used to Determine Responsibility and Responsiveness of Proposals

Proposals shall be reviewed and evaluated based on their relative responsiveness to the criteria described in section 2.0 and with those criteria’s outlined below.

- A. Whether the Proposal demonstrates an understanding of the project (5 points)
- B. Whether the Proposal demonstrates an ability to complete the project in a timely manner (10 points)
- C. Whether the Proposer provided references or otherwise demonstrated it has performed satisfactorily in previous contracts of similar size and scope (10 points)
- D. Whether the Proposer has demonstrated the appropriate capacity, skill, and financial resources to provide the requested service (20 points)
- E. Whether the Proposer met the set insurance requirements and provided proof of same (10 points)
- F. Quality of materials proposed to be used on project (5 points)
- G. Total cost of project (40 points)

All work performed shall be of the highest quality in accordance with best management practices, procedures, and industry standards. The Proposer must conform to all Federal, State, and Local laws and governmental regulations.

4.0 Subcontracting

Any person undertaking a part of the work under the terms of the proposal, by virtue of an agreement with the Contractor, must receive the approval of the City of Dalton Project Manager prior to any such undertaking. The City of Dalton reserves the right to terminate the contract, without penalty, if the subcontracting is completed without this approval.

5.0 Safety Measures

Contractor shall take all necessary precautions for the safety of employees on the worksite and shall erect and properly maintain at all times, as required on job conditions and progress of the work, all necessary safeguards for the protection of the workmen and public. The City of Dalton reserves the right to terminate the contract, without penalty, if the Contractor fails to follow industry safety standards related to work of this nature.

6.0 Insurance Requirements

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

Workers Compensation (WC):

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

Commercial General Liability (CGL):

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

Automobile Liability

Combined Single Limit	\$1,000,000
-----------------------	-------------

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

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

As stated above, contractor shall procure and maintain insurance which shall protect the contractor and the City of Dalton from any claims for bodily injury, property damage, or personal injury which may arise out of operations under the Contract. Contractor shall procure the insurance policies at the contractor's own expense and shall furnish the City of Dalton an insurance certificate listing the City of Dalton (P.O. Box 1205, Dalton, GA 30722) as certificate holder. The insurance certificate must document that the liability insurance coverage purchased by the contractor includes contractual liability coverage to protect the City of Dalton.

In addition, the insurance certificate must provide the following information:

1. Name and address of authorized agent
2. Name and address of insured
3. Name of insurance company (licensed to operate in Georgia)
4. Description of coverage in standard terminology
5. Policy period
6. Limits of liability
7. Name and address of certificate holder
8. Acknowledgment of notice of cancellation to the City of Dalton
9. Signature of authorized agent
10. Telephone number of authorized agent
11. Details of policy exclusions in comments section of insurance certificate

7.0 Method of Selection

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



Exhibit A – Visuals and Quantities

PROJECT NAME: STATION #1 CONCRETE APRON REPLACEMENT				
DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
GENERAL CONDITIONS				
MOBILIZATION	1	LS		
TRAFFIC CONTROL	1	LS		
DEMOLITION & CLEARING				
DEMO EXISTING CONCRETE	60	CY		
SAWCUT AT PAVEMENT TIE-IN	80	LF		
CONCRETE IMPROVEMENTS				
SUBGRADE REMEDIATION	90	CY		
8" CONCRETE APPROACH APRON	2400	SF		
SUBTOTAL PROJECT ESTIMATE STATION #1				

PROJECT NAME: STATION #2 ASPHALT REPAIR AND OVERLAY				
DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
GENERAL CONDITIONS				
MOBILIZATION	1	LS		
CONCRETE IMPROVEMENTS				
12" FDR SOIL CEMENT @ 80 LBS/SY	3000	SY		
1.5 " HMA 12.5mm GP 2 only	4200	SY		
SUBTOTAL PROJECT ESTIMATE STATION #2				



PROJECT NAME: STATION #3 CONCRETE APRON REPLACEMENT

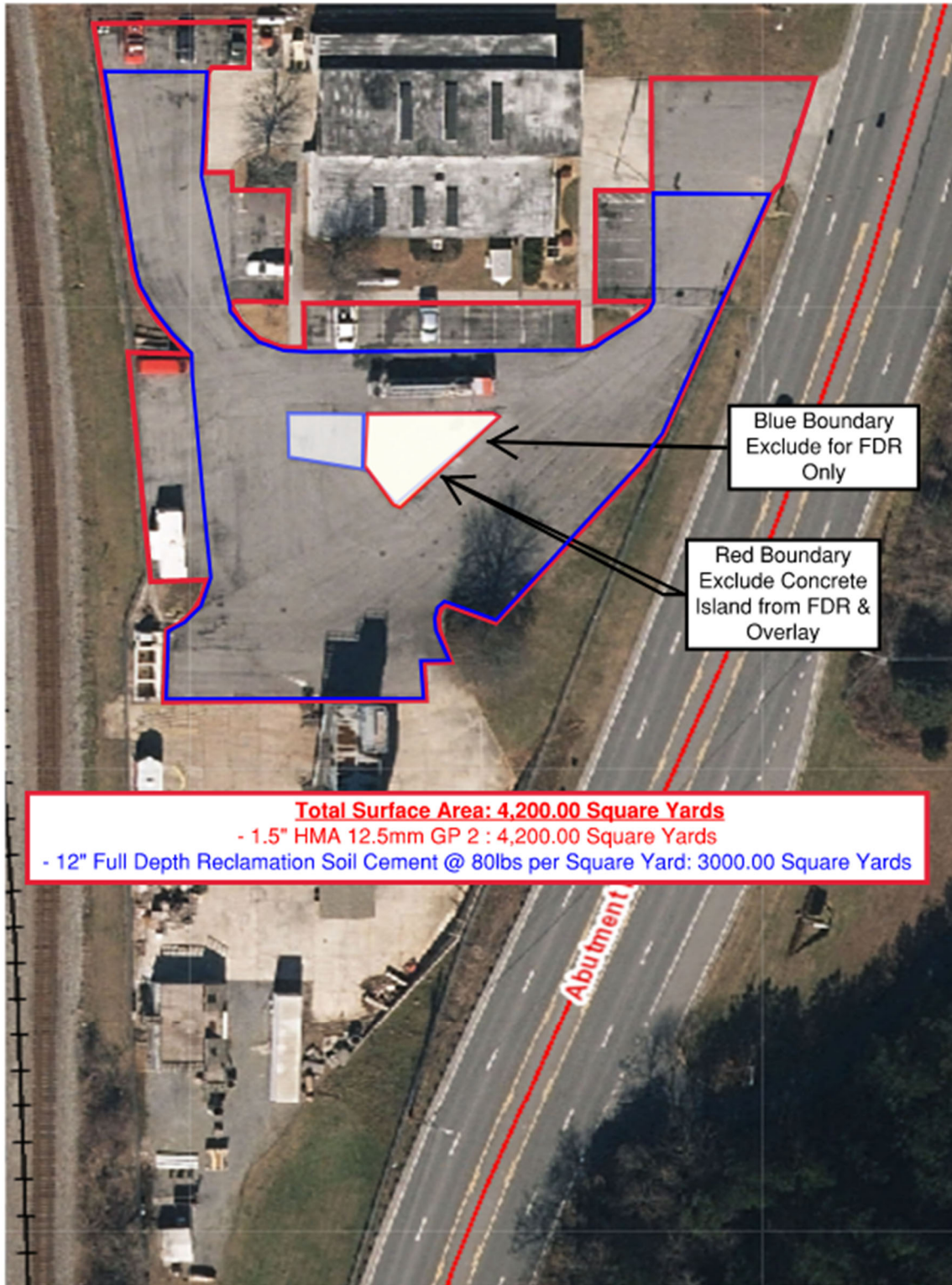
DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
GENERAL CONDITIONS				
MOBILIZATION	1	LS		
TRAFFIC CONTROL	1	LS		
DEMOLITION & CLEARING				
DEMO EXISTING CONCRETE	93	CY		
SAWCUT AT PAVEMENT TIE-IN	70	LF		
CONCRETE IMPROVEMENTS				
SUBGRADE REMEDIATION	140	CY		
8" CONCRETE APPROACH APRON	3750	SF		
SUBTOTAL PROJECT ESTIMATE STATION #3				
TOTAL STATIONS #1, #2, AND #3				
PAYMENT AND PERFORMANCE BOND PERCENTAGE RATE				%



Dalton Fire Station #1 Scope of Work Overview



Dalton Fire Station #2 Scope of Work Overview



Dalton Fire Station #3 Scope of Work Overview



Exhibit B – Contract

CITY OF DALTON FIRE DEPARTMENT

GENERAL CONSTRUCTION AGREEMENT

THIS GENERAL CONSTRUCTION AGREEMENT is made and entered into on this ____ day of _____, 20____ by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and _____, hereinafter referred to as "CONTRACTOR".

WHEREAS, CITY owns certain real Property located at 404 School St. (Station 1), 1024 Abutment Rd. (Station 2), and 159 Haig Mill Lake Rd. (Station 3) upon which the Fire Department operates fire stations; and

WHEREAS, CITY desires to remove and replace concrete and asphalt driveways and aprons on said Property as shown in Exhibit A; and

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

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

1. CONSTRUCTION SITE: The real properties upon which the project shall be constructed are located at Station One: 404 School St., Dalton, GA 30720; Station Two: 1024 Abutment Rd., Dalton, GA 30721; Station Three: 159 Haig Mill Lake Rd., Dalton, GA 30720, hereinafter "subject property".

2. USE OF PROPERTY: CONTRACTOR shall have use and possession of the subject property at the discretion of the Fire Department. Phasing of construction not to hinder the use of the facility, and shall be discussed with the Fire Chief – Todd Pangle at the Mandatory Pre-Bid Meeting.

Time of day: 7:30AM – 7:00PM

In the event that CONTRACTOR should desire to use the subject property on additional dates or times, CONTRACTOR shall obtain written authorization from the Fire Chief- City of Dalton Fire Department. CONTRACTOR shall not restrict the public use of or access to the subject property except as may be authorized by the Fire Chief. The subject property shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the subject property. The subject property shall be used for construction of the subject



project and related storage only and not for any other commercial operations. The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents or other dangerous materials is prohibited except that such materials may be kept and stored in proper receptacles and secured from access by the public at the subject property during construction as may be necessary for use in the operation of CONTRACTOR for completion of the subject project. Any such substances shall be delivered in such amount, and stored and used only as approved by the CITY and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.

3. PROJECT: The CONTRACTOR shall complete the project and perform the services specified in the Concrete Driveway Aprons & Asphalt Parking Lot Repairs (RFP) which is included herein by reference and the specifications provided in the CONTRACTOR's proposal attached hereto as Exhibit "A".

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

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

6. CONTRACT SUM: The CITY shall pay to CONTRACTOR the total sum of _____ 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 \$250 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. To insure proper performance of this contract, the Owner shall retain five percent (5%) of the amount of each estimate for the life of the Project until final completion and acceptance of all work covered by this contract. Final payment shall be made no later than 30 days after receipt of said Affidavit. Upon completion of any additional services, said additional services shall be paid within 30 days of receipt of invoice from CONTRACTOR. Payment shall be made via electronic funds transfer (EFT).

9. SURRENDER OF subject property: CONTRACTOR shall, no later than 5 days after completion of the project, surrender possession of the subject property and remove all vehicles, equipment, supplies, construction debris, waste and refuse from the subject property. CONTRACTOR shall reimburse CITY for the cost of removal of any such items remaining on the subject property after 5 days. CITY may have any such items stored at CONTRACTOR'S risk and expense. All personal Subject property remaining on the subject

property or possession of the CITY after 30 days shall be deemed abandoned by the CONTRACTOR and may be disposed of by CITY without liability to CONTRACTOR. All permanent improvements to the subject property shall become the Subject property of the CITY.

10. CITY COVENANTS: CITY covenants and agrees:
 - (a) to provide all available information, data, reports, records and maps to which CITY has possession or control which are necessary for CONTRACTOR to perform the scope of services provided for herein;
 - (b) to provide reasonable assistance and cooperation to CONTRACTOR in obtaining any information or documentation which are necessary for CONTRACTOR to perform the scope of services provided for herein;
 - (c) to designate a representative authorized to act on the CITY's behalf with respect to the project. Unless otherwise provided, said CITY representative shall be the Director of Public Works;
 - (d) to permit access to the subject public subject property and obtain permission to access necessary private subject property for CONTRACTOR to complete the scope of services;
 - (e) to provide reasonable assistance to CONTRACTOR in applying for and obtaining any necessary Federal, State or local government permits for the scope of services;
11. CONTRACTOR COVENANTS: CONTRACTOR covenants and agrees:
 - (a) to perform the scope of services in a professional manner, using that degree of care and skill ordinarily exercised by contractors practicing in the same or similar field;
 - (b) to use only employees and subcontractors qualified to complete the work with sufficient experience in same or substantially similar projects;
 - (c) to use only properly licensed employees or subcontractors for any work requiring a specialty or professional license issued by the State of Georgia;
 - (d) to designate a representative authorized to act on the CONTRACTOR's behalf with respect to the project.
 - (e) to use the subject property in a safe, careful and lawful manner;
 - (f) to promptly report in writing to CITY any unsafe or defective condition of the subject property and any adverse site condition, which shall include but not be limited to limited access, extremely dense vegetation, subsurface conditions,

- damaged property, or existing utilities, that may adversely affect CONTRACTOR's ability to complete the scope of services or other terms of this Agreement;
- (g) to promptly report in writing to CITY any damage to or injuries sustained on the subject property and to promptly repair any damage to the subject property which is made necessary by any act of CONTRACTOR, its employees, agents, subcontractors, or invitees;
 - (h) to keep the subject property in a clean and orderly condition and to remove any personal property of CONTRACTOR upon completion of the project;
 - (i) to perform all work on the project in a good and workmanlike manner, free from faults and defects, and in conformance with the terms of this Agreement;
 - (j) to determine the appropriate method, details and means of performing the scope of services provided by this Agreement;
 - (k) to exercise the ordinary standard of care in complying with the laws, codes, and regulations applicable to the CONTRACTOR's services;
 - (l) to exercise diligence and to complete delivery of the scope of services in a timely manner consistent with the exercise of due care;
 - (m) to attend meetings to make presentations or to otherwise review the progress of the work as set out in the scope of services at the reasonable request of the CITY;
 - (n) to prepare and submit to the CITY reports required by the scope of services or upon the written request of the CITY.
 - (o) to keep the subject property in a clean and orderly condition and to protect from loss, damage or theft any supplies or materials necessary for completion of the project;
 - (p) to permit CITY and its employees and agents access to the subject property at all reasonable times for the purposes of making repairs, inspecting the subject property, and inspecting the progress of the project;
 - (q) to use only new materials appropriate for completion of the project;

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

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

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

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

- (a) General Liability Coverage - General Liability policy with a minimum limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- (b) Workers' Compensation Coverage – Workers' Compensation policy with the following minimum limits:
 - (1) Workers' Compensation statutory limits;
 - (2) Employer's Liability:
 - a. Bodily Injury by Accident - \$100,000.00
 - b. Bodily Injury by Disease - \$500,000.00 policy limit
 - c. Bodily Injury by Disease - \$100,000.00 each employee.

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

- (c) Auto Liability Coverage – Auto Liability policy with a minimum of \$1,000,000.00 limit per occurrence for bodily injury and property damage, if motor vehicle is used in performance of scope of services. Comprehensive form covering all owned, 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 to complete the project. Any subcontractor approved for work on the project shall abide by any and all terms of this Agreement.

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

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

Such notice to CITY shall be mailed to: City of Dalton
ATTN: City Administrator
P.O. Box 1205
Dalton, GA 30722-1205

Such notice to CONTRACTOR shall be mailed to: _____

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

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

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

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

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

20. TERMINATION OF CONTRACT: In the event that CONTRACTOR defaults or

neglects to perform work on the project in accordance with the terms of this Agreement, CITY may terminate this Agreement by providing written notice of termination. Prior to termination of this Agreement, CITY shall provide written notice to CONTRACTOR of any default and provide CONTRACTOR ten (10) days to correct said default or deficiency.

21. WARRANTY: CONTRACTOR shall provide to CITY a general warranty for labor and materials and guarantees that the work on the project it performs shall be free from any defects in workmanship and materials for a period of two (2) years from the date of completion. 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 may be required to provide and maintain the types and amounts of bonds as required by the City of Dalton Request for Proposal provided in Section 2 – Submittal Requirements/Format.

23. MISCELLANEOUS PROVISIONS:

(a) Governing Law; Venue. This Agreement is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive jurisdiction and venue for any action arising out of this Agreement shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive any and all objections or defenses thereto.

(b) Successors and Assigns. This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. CONTRACTOR shall not assign its rights or obligations under this Agreement without the prior written consent of the CITY.

(c) Severability of Invalid Provisions. If any provision of this Agreement shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

(d) Complete Agreement; Amendments. This Agreement constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.

(e) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.

(f) Time is of the Essence. Time is of the essence of this Agreement in each and all of its provisions.

(g) Attorney Fees. In the event the CITY must enforce the terms of this Agreement by



filing a civil action against CONTRACTOR, then CONTRACTOR shall pay an amount equal to fifteen percent (15%) of the contract sum as attorney fees.

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

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

CONTRACTOR:

CONTRACTOR:

By: _____

Title: _____

CITY:

CITY OF DALTON, GEORGIA

By: _____
MAYOR

Attest: _____
CITY CLERK

