



**Felker Construction Co., Inc.
(Construction Manager)**

**REQUEST FOR PROPOSALS (RFP)
For
Trade Contractors**



For the City of Dalton, GA

**2020 SPLOST REFERENDUM PROJECT
Renovations & Additions to the John Davis Recreation
Center**

**CITY OF DALTON
300 W. Waugh Street
PO BOX 1205
DALTON, GEORGIA 30722**

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SECTION 00010 - REQUEST FOR PROPOSALS

Felker Construction Co., Inc. (the "Construction Manager") as the Construction Manager for the City of Dalton, Georgia (the "City") on the Project referenced herein, pursuant to the provisions of O.C.G.A. § 36-91-20(c), *et. seq.*, herein seeks competitive Proposals from trade contractors for the construction of: "Renovations and Additions to the John Davis Recreation Center", located at 904 Civic Drive, Dalton GA 30721 (the "Project"). The Project is a 2020 SPLOST referendum project, and the City has contracted with Felker Construction Co., Inc. to serve as the Construction Manager At-Risk for the Project. Through this competitive RFP, the Construction Manager will enter into subcontracts with Trade Contractors (the "Subcontractor") for the various divisions of work. The Subcontractors shall have a contractual relationship with the Construction Manager for completion of its scope of work. The Subcontractor will not have a contractual relationship with the City.

In general, the Project involves renovations and additions to the John Davis Recreation Center including the construction of a two-story addition joining the existing two-story brick administration building and a separate Pool Access Building. New exterior construction includes concrete masonry load-bearing walls, brick and cementitious siding veneer. Roofing systems include metallic metal panels and TPO membrane over metal trusses. Interior construction includes concrete masonry and gypsum board wall surfaces with resin, resilient, carpet and wood athletics flooring systems. Ceilings include stone wool and aluminum plank acoustic systems with LED lighting. Construction also includes sitework and all materials and labor required for a complete project. The requirements for construction of the Project, and the duties and responsibilities of the Subcontractors whose Proposal is accepted (successful subcontractor), are set forth in the Contract Documents which include the Instructions to Proposers; Master Subcontract Agreement with the Construction Manager; any supplementary and other conditions; the drawings, the specifications, and any addenda issued by the Architect.

Any Subcontractor submitting a Proposal may access the RFP documents at the City's website.

Open Solicitations are posted here: <https://www.daltonga.gov/rfps> .

The Subcontractor is solely responsible for obtaining any addenda or further correspondence from the procurement website for this solicitation.

All documents are available for inspection by the public on the City's website and at the Architect's office at 304 N. Selvidge Street Dalton, GA 30720. The Contract Documents require, among other things, the furnishing of all materials, labor, and equipment for construction of the Project. The Construction Manager reserves the right to make available other relevant documents or information concerning the Project.

Any Subcontractor who intends to submit a Proposal is required to attend a Pre-Proposal Meeting, which will be held on the 9th day of April 2024, at 10:00 a.m. at Dalton City Hall Council Chambers located at 300 W. Waugh Street, Dalton GA 30720. Arrive early and check in at the Council Chambers room.

A Proposal must strictly comply with all requirements set forth in the Instructions to Proposers. A Proposal must contain the completed Proposal Form which sets forth the Subcontractor's proposed lump sum contract price for full and complete construction of applicable division of work in conformity with all requirements of the Contract Documents. A Proposal must also include the Contractor's responses to all questions, a Bondability Letter for bids \$500,000.00 - \$999,999.00 or a fully executed Bid Bond in the amount of five percent (5%) of the proposed lump sum contract price (exclusive of any alternates and unit prices) in the form required by the Instructions to Proposers for bids \$1,000,000.00 or more.

Any Subcontractor who intends to submit a Proposal is required to visit the Project Site and familiarize itself with the local conditions under which the required work is to be performed and include in its lump sum cost all necessary expenses required to perform and complete the scope of work for which the Subcontractor provides a proposal.

In evaluating Proposals, the Construction Manager may seek additional information from any Subcontractor concerning such Subcontractor's Proposal or its qualifications to construct the Project.

The Construction Manager intends to award the construction Subcontractor agreements to the responsible and responsive Subcontractor whose Proposal is determined in writing to be the most advantageous to the City, taking into consideration the following evaluation factors which are listed below:

- A. General Background / Company History (5 Points)
- B. Financial Status and Bondability (5 Points)
- C. Proposed Project Personnel (15 Points)
- D. Company Experience (25 Points)
- E. Legal Proceedings (5 Points)
- F. Project Specific Approach (10 Points)
- G. Project Specific / Company Safety Plan. (5 Points)
- H. The Contractor's proposed lump sum fee (25 Points).
- I. The completeness and accuracy of proposal. (5 Points)

Sealed proposals will be received by the City of Dalton Finance Department on behalf of the Construction Manager located at 300 W. Waugh Street, Dalton, Georgia 30720 until: 2:00 p.m. on the 18th day of April 2024. All proposals must be sealed and plainly marked "Sealed Proposal for John Davis Recreation Center Project". A total of **3** proposals in bound notebooks are required. Please tab each section/form individually. Any Proposal received after said time will not be accepted. At the discretion of the Construction Manager and in conformity with the applicable laws of the State of Georgia, the Construction Manager may afford Subcontractors an opportunity for subsequent discussion, negotiation, and best and final proposal offers. The Construction Manager and City reserve the right to reject any or all Proposals and to waive any technicalities or formalities.

Any proposal must include an executed E-Verity Affidavit, Exhibit I. Proposals not including executed E-Verity affidavit will be automatically rejected.

Each Subcontractor is responsible for ensuring its Proposal complies with Georgia law, including but not limited to all state and local laws, rules, regulations, ordinances, and policies. Each Proposal must include an affidavit meeting all requirements of O.C.G.A. § 13-10-91, verifying compliance with applicable Federal work authorization program. The form for such affidavit is attached as an exhibit to the Instructions to Proposers.

Subcontractors understand and agree that the Proposal it submits to the Construction Manager for consideration shall remain open for acceptance by the Construction Manager and same shall be honored by the Subcontractor, for a period of sixty (60) days from the date set forth hereinabove for the receipt of Proposals.

Subcontractor must have minimum Worker's Compensation and General Liability Insurance in full force and effect and submit evidence of such insurance policy to the satisfaction of the Construction Manager. The Construction Manager will not consider any Proposal that is not accompanied by satisfactory

evidence that the Subcontractor holds any and all necessary or required Federal, State, or local licenses and/or permits. The Construction Manager's acceptance of any such evidence of the applicable insurance policy or licenses or permits does not alter or change a Subcontractor's responsibility to comply with such specifications. Pursuant to O.C.G.A. § 13-10-91, all contractors and sub-contractors performing work within the State of Georgia in accordance with or related to a contract with a public employer must register and participate in a federal work authorization program. The Subcontractor shall provide certification of such registration and participation in a Federal work authorization program to the Construction Manager. Each Subcontractor shall submit with its Proposal a copy of its current Business License and/or Occupational Tax Certificate issued in the state in which the Subcontractor resides.

End – Request for Proposals

SECTION 00030 SUBCONTRACTOR'S QUALIFICATIONS / INSTRUCTIONS

NAME OF PROJECT: **Renovations and Additions to the John Davis Recreation Center**

NAME OF OWNER: **CITY OF DALTON, GA**

Felker Construction Co, Inc. (the "Construction Manager"), pursuant to the provisions of O.C.G.A. § 36-91-1, *et. seq.*, herein seeks competitive Proposals from Subcontractors for the construction of: "Renovations and Additions to the John Davis Recreation Center", located at 904 Civic Drive, Dalton GA 30721 (the "Project"). Said Request for Proposals, as issued on 03/15/2024, is incorporated herein by reference.

INSTRUCTIONS

- (1). The Construction Manager and Owner, the City of Dalton, (hereinafter "City"), its agents and representatives, shall be entitled to contact each and every reference listed in response to this questionnaire, and each entity referenced in any response to any question in this questionnaire. The Subcontractor, by completing this questionnaire, expressly agrees that any information concerning the Subcontractor in possession of said entities and references may be made available to the City.
- (2). Only complete and accurate information shall be provided by the Subcontractor. The Subcontractor hereby warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete. The Contractor also acknowledges that the Construction Manager is relying on the truth and accuracy of the responses contained herein. If it is later discovered that any material information given in response to a question was provided by the Subcontractor, knowing it was false, it shall constitute grounds for immediate termination or rescission by the Construction Manager of any subsequent agreement between the Construction Manager and the Subcontractor. The Construction Manager shall also have and retain any other remedies provided by law.
- (3). All Questions shall be submitted to the City's Architect in writing and submitted by email to: Cathy Snyder CS@greggsims.com and copy Construction Manager Representative Nathan Felker nathanfelker@optilink.us. All questions must be received no later than five (5) business days prior to the hour set to receive proposals. All questions will be answered in writing and included in the addenda. Any changes, additions, interpretations, or corrections, to or concerning the Contract Documents prior to the date for submission of Proposals will be issued as an Addendum by the Architect on the City's Procurement Website at the address listed above. Only such written changes, additions, interpretations, or corrections by Addendum shall be binding. Any changes, additions, interpretations, or corrections given by any other method shall not be valid and the Subcontractor shall not rely upon in any manner whatsoever any verbal statements, instructions, interpretations, corrections, or other information provided by the Construction Manager, City or the Architect or their representatives. **The Subcontractor is solely responsible for obtaining any addenda or further correspondence from the procurement website for this solicitation.**

- (4). The Architect will give consideration, prior to submission of Proposals, to requests for approval of products similar to those specified by proprietary names provided only that such requests comply with the following provisions:
- All requests for substitution must be written and delivered to the office of the Architect at least fourteen (14) calendar days prior to the date required for the submission of Proposals;
 - Any requests for substitution must identify the product for which substitution is requested by brand name and/or catalog number, together with Section and Article number where specified, and must identify in similar manner the proposed substitution;
 - Any requests for substitution must explain fully the difference, if any, between the proposed substitution and products specified, including but not limited to, physical color, function, and guarantee considerations;
 - Any requests for substitution must be accompanied by technical data, including laboratory tests, if applicable, on the proposed substitution;
 - Any requests for substitution must give complete information on changes, if any, to drawings or specifications which will be necessary or advisable if the substitution is approved;
 - Any requests for substitution must identify three (3) projects wherein the proposed substitution has been utilized and such identification must include the name, address, and telephone number of such projects' owners, architects and general contractors.
 - Separate requests shall be made for each proposed substitution save and except where multiple substitutions are related to a complete assembly, such substitutions may be addressed in a single request. The Architect will review requests for substitution submitted in accordance with the above requirements and if in the sole discretion of the Architect such substitution is in the City's interest, he will, by addendum, add the substitution to the applicable specification
- (5). The submission of a Proposal constitutes an acknowledgment and representation by the Subcontractor that it has visited the Project site and has familiarized itself with the local conditions under which the required Work is to be performed and constitutes a representation by the Subcontractor that it has studied and examined the Contract Documents and such other information as may have been furnished by the Construction Manager or the Architect. Furthermore, the submission of a Proposal constitutes a representation by the Subcontractor that it has no knowledge of any ambiguities, errors, omissions or other inaccuracies in any of the Contract Documents or material furnished by the Construction Manager or Architect in connection with the Project. The response by the Subcontractor to this request for proposal, and its use by the Subcontractor, and its use by the Construction Manager, shall not give rise to any liability on the part of the Construction Manager or City to the Subcontractor or any third party or person. Upon submission, all Proposals shall become and remain the property of the Construction Manager and City. The Construction Manager and City shall have no liability arising out of the disclosure, dissemination, or publication of any Proposal or any information contained therein. At the discretion of the Construction Manager, and in conformity with the applicable provisions of Georgia Law, the Construction Manager may afford Subcontractors an opportunity for subsequent discussion, negotiation, and revision of Proposals. The Construction Manager reserves the right to reject any or all Proposals and to waive any technicalities or informalities. Incomplete or irregular Proposals, and Proposals submitted without the required Bondability Letter or Bid Bond, may be rejected by the Construction Manager;

- (6). Any Proposal submitted shall remain open for acceptance by the Construction Manager, and same shall be honored by the Subcontractor, for a period of sixty (60) days from the date set forth hereinabove for the receipt of Proposals. The Construction Manager reserves the right to amend these Instructions, or clarify same by Addendum, within the time provided by Georgia Law. If such revisions or amendments are of such magnitude as to warrant, in the sole discretion of the Construction Manager, the postponement for the date of the submission and receipt of Proposals, written notification shall be posted to the City's procurement site.
- (7). Prior to commencing any Work on the Project, any Subcontractor selected by the Construction Manager shall execute a written oath in accordance with the provisions of O.C.G.A. § 36-91-21(e) affirming that it has not prevented, or attempted to prevent, competition in connection with the submission of Proposals to the Construction Manager by any means whatever nor has it prevented, or endeavored to prevent, anyone from submitting a Proposal by any means whatever nor has it caused or induced another to withdraw a Proposal for the Work in issue
- (8). The following questions are to be answered in full, without exception. Answer all information by attaching tabbed sheets into the Subcontractor's proposal as listed below.

A. GENERAL BACKGROUND – Include response as Tab “A”

- a. Current Name and Address of Subcontractor:
- b. Previous Name or Address of Subcontractor, if any:
- c. Current President or Chief Executive Officer: Years in that Position
- d. Number of Employees:
(Permanent)
- e. Name and Addresses of Current Affiliated Companies (Parent, Subsidiary, Divisions):
- f. Any additional information about the history of the company the Subcontractor wishes to include.

B. FINANCIAL STATUS AND BONDABILITY– Include response as Tab “B”

- a. Please attach Financial Statements for the past three (3) years for which they are complete. If such statements are not available, please furnish the following information:
 1. Last Three Fiscal Years:
 - a. Revenues (Gross)
 - b. Expenditures (Gross)
 - c. Overhead & Admin. Cost (Gross)
 - d. Profit (Gross)
 - b. Bankruptcies
 1. Has the Subcontractor, or any of its parents or subsidiaries, ever had a Bankruptcy Petition filed in its name, voluntarily or involuntarily? (If yes, specify date, circumstances, and resolution).

2. Has any Majority Shareholder ever had a Bankruptcy Petition filed in his/her name, voluntarily or involuntarily? (If yes, specify date, circumstances, and resolution).

c. Loans

1. Is this Subcontractor currently in default on any loan agreement or financing agreement with any bank, financial institution or other entity? (If yes, specify details, circumstances, and prospects for resolution).

d. Bonding

1. What is the Subcontractor's current bonding capacity with a contract surety company?
2. Please identify the Subcontractor's surety company and the current line of bonding credit that company has extended to the Subcontractor.
3. Please give the name, address, and telephone number of your current surety agent or underwriting contact.
4. Have Performance or Payment Bond claims ever been made to a surety for Subcontractor on any project, past or present?
5. If the answer to 4 (above) is yes, please describe the claim, the name of the company or person making the claim, and the resolution of the claim.
6. In the past five (5) years, has any surety company refused to bond the Subcontractor on any project? (If answer is yes, specify the reasons given for such refusal, and the name and address of the surety company that refused to bond).

e. Mergers and Acquisitions

1. State whether or not the Subcontractor has been the subject of a corporate merger within the preceding three (3) years. If so, please identify all parties to such merger, provide the date of same, and a brief description of the transaction.
2. State whether or not the Subcontractor has acquired any other companies or entities in the preceding three (3) years. If so, please identify all companies or entities acquired, provide the date of acquisition, and a brief description of the business of the company or entity acquired.

C. PROPOSED PROJECT PERSONNEL – Include response as Tab “C”

List the Name, Qualifications, and background of your proposed management team for this Project. (Include the Names and Addresses of Companies he/she has been affiliated with in the last five (5) years). Include current resumes listing relevant project experience. Please identify the person who will serve as the principal point of contact throughout the entire project. Provide the following information for each project along with any additional information that would be useful to demonstrate the qualifications of the proposed personnel.

- a. Project Name and Description
- b. Location
- c. Contract Price
- d. Project Schedule – also include if the project was completed on time.
- e. Construction Delivery Type CM, Design/Build, Design/Bid/Build, etc.
- f. Owner Representative (with contact information)
- g. Design Professional (with contact information)

D. COMPANY EXPERIENCE - SIMILAR PROJECTS - Include response as Tab “D”

List projects of reasonably similar nature, scope, and duration (similar to the Owner’s Project) performed by your company in the last ten (10) years. Inclusion of at least five (5) but no more than ten (10) projects is preferred. Provide the following information for each project along with any additional information that would be useful to demonstrate the Contractor’s Qualifications.

- a. Project Name and Description
- b. Location
- c. Contract Price
- d. Project Schedule – also include if the project was completed on time.
- e. Construction Delivery Type CM, Design/Build, Design/Bid/Build, etc.
- f. Owner Representative (with contact information)
- g. Design Professional (with contact information)

Of the projects listed in response to Subsection (A), identify any which was the subject of a substantial claim or lawsuit by, or against, the Subcontractor. Please identify in your response the nature of such claim or lawsuit, the court in which the case was filed, and the details of its resolution.

E. LEGAL PROCEEDINGS - Include response as Tab “E”

- a. Arbitrations

List all construction arbitration demands filed by, or against, the Subcontractor in the last five (5) years, and identify the nature of the claim, the amount in dispute, the parties, and the ultimate resolution of the proceeding.

b. Lawsuits

List all construction-related lawsuits (other than labor or personal injury litigation) filed by, or against, the Subcontractor in the last five (5) years, and identify the nature of the claim, the amount in dispute, the parties, and the ultimate resolution of the lawsuit.

c. Other Proceedings

Identify any lawsuits, administrative proceedings, or hearings initiated by the National Labor Relations Board or similar state agency in the past seven (7) years concerning any labor practices of the Subcontractor. Identify the nature of any proceeding and its ultimate resolution.

Identify any lawsuits, administrative proceedings, or hearings initiated by the Occupational Safety and Health Administration concerning the project safety practices of the Subcontractor in the last seven (7) years. Identify the nature of any proceeding and its ultimate resolution.

Identify any lawsuits, administrative proceedings, or hearings initiated by the Internal Revenue Service, or any state revenue department, concerning the tax liability of the Subcontractor (other than audits) in the last seven (7) years. Identify the nature of any proceeding and its ultimate resolution.

Have any criminal proceedings or investigations been brought against the Subcontractor in the last ten (10) years? (If the answer is yes, please attach a complete and detailed report of the facts and circumstances concerning all such proceedings or investigations with your responses to this Questionnaire)

F. PROJECT SPECIFIC APPROACH - Include response as Tab "F"

- a. Provide the Subcontractor's written approach to the project (i.e. specific division of work in which the Subcontractor is submitting a proposal for) with a specific emphasis on scheduling. This document must include a detailed description of the contractor's approach to the completion of labor intensive or long lead items. The Subcontractor should denote how materials and equipment will be procured and how the project will be staffed with sufficient labor (shifts) and any other means and methods required to complete all work without delay to the project schedule.

G. COMPANY / PROJECT SPECIFIC SAFETY PLAN - Include response as Tab "G"

- a. Please describe your company's approach to project safety.

H. PROPOSAL FORM - Include forms and response as Tab "H"

- a. All Proposals must be signed by a duly authorized officer, member, or general partner (as appropriate) and dated. All blanks on the Proposal Form, (Exhibit / Tab “H”) shall be filled in and numbers shall be written in English words and in numerals where so requested. The completed Proposal shall be without interlineations, alterations or erasures. Addenda must be acknowledged where so designated and the Proposal shall include a proposed price for all Alternates and units. In the event a Subcontractor does not desire to make a change in its Proposal for any given Alternate, it shall so indicate by using the words “No Change”.
- b. Please list any additional information that you believe would assist the Owner in establishing your company as the most qualified firm for this project.

I. Tab “I” EVERIFY FORM – Include form and response as Tab “I”

- a. Any Proposal must include an executed E-Verify form, Exhibit I

J. BID BOND - Include forms and response as Tab “J”

- a. Proposals with bids \$500,000.00 - \$999,999.00 must include a Bondability Letter written on Bonding Agent’s letterhead. Proposals with bids \$1,000,000 or more must include a fully executed Bid Bond in the form attached hereto as Exhibit / Tab “J” in the amount of five percent (5%) of the lump sum contract price proposed (exclusive of any price for Alternates or unit prices).

End of Section

SECTION 00080 - PROPOSAL FORM

EXHIBIT / TAB “H”

NAME OF PROJECT: **Renovations and Additions to the John Davis Recreation Center**

NAME OF CONSTRUCTION

MANAGER AT-RISK: **Felker Construction Co., Inc.**

NAME OF OWNER: **CITY OF DALTON, GA**

NAME OF PROPOSED SUBCONTRACTOR:

_____ **(The “Subcontractor”)**

Felker Construction Co., Inc. (the “Construction Manager”) as the Construction Manager for the City of Dalton, Georgia (the “City”) on the Project referenced herein, pursuant to the provisions of O.C.G.A. § 36-91-20(c), *et. seq.*, herein seeks competitive Proposals from trade contractors for the construction of: “Renovations and Additions to the John Davis Recreation Center”, located at 904 Civic Drive, Dalton GA 30721 (the “Project”). The Project is a 2020 SPLOST referendum project, and the City has contracted with Felker Construction Co., Inc. to serve as the Construction Manager At-Risk for the Project. Through this competitive RFP, the Construction Manager will enter into subcontracts with Trade Contractors (the “Subcontractor”) for the various divisions of work. The Subcontractors shall have a contractual relationship with the Construction Manager for completion of its scope of work. Each successfully awarded Subcontractor shall enter into a Master Subcontractor Agreement with the Construction Manager for the applicable division of work. The Subcontractor will not have a contractual relationship with the City. This Proposal is submitted in response to the City’s Request for Proposals dated 03/15/2024.

This Proposal is for the full and complete construction of the applicable division(s) of work required to fully complete the Project in conformity with all requirements of the Contract Documents. The submission of this Proposal constitutes a representation by the Subcontractor that it has carefully studied and examined all of the Contract Documents furnished by Gregg Sims Architect (the “Architect”) and such other information as may have been furnished by the Construction Manager or the Architect including Addendum/Addenda No._____.

Subcontractor further represents that it has no knowledge of any ambiguities, errors, omissions or other inaccuracies in any of the Contract Documents or other material furnished by the Construction Manager, City, or Architect in connection with the Project.

Subcontractor submits herewith its duly executed affidavit in accordance with the applicable Federal work authorization program. Subcontractor acknowledges that upon execution of any Master Subcontractor Agreement with the Construction Manager, said affidavit shall be deemed a public record to the extent provided by Georgia law.

Subcontractor acknowledges that the Contract Documents specifically provide for the assessment of liquidated damages against Subcontractor in the event of unexcused delay in achieving Substantial Completion or Final Completion of the work. The liquidated damages to be assessed in the event of unexcused delay in achieving Substantial Completion are \$500.00 per calendar day. The liquidated damages to be assessed in the event of unexcused delay in achieving Final Completion of the Work are \$200.00 per calendar day. The Subcontractor further acknowledges that the Contract Documents provide no incentive provisions for early Completion of the Work.

A. Base Proposal

The Subcontractor proposes to fully and completely construct the applicable division(s) of work for the Project in conformity with all requirements of the Contract Documents and furnish all necessary labor, material, and equipment for such construction, and, furthermore, to fully, completely, and strictly perform all obligations of the Subcontractor as set forth in the Master Subcontractor Agreement and to the Architect’s project specifications, for the lump sum contract price as outlined in the following divisions of work. Each division includes specifications and drawings required for that work. If subcontractor is not providing a proposal for a particular division of work, please put “N/A”.

- 1. Testing \$ _____
 - 014000: Quality Assurance
 - S00.2 PAB Notes and Schedules
 - S0.02 RC Notes and Schedules

2. Selective Demolition \$ _____
- 010100 Summary of Work
 - 010700 Office Standards
 - 010900 Reference Standards
 - 018000 Cleaning
 - 024120 Selective Building Demolition
 - Architectural, Structural, Mechanical, Electrical, Plumbing Demolition Drawings

3. Concrete \$ _____
- 010100 Summary of Work
 - 010700 Office Standards
 - 010900 Reference Standards
 - 013000 Contractor Submittal Requirements
 - 018000 Cleaning
 - 033000 Cast-In-Place Concrete
 - 033051 Concrete Curing and Finishes
 - 033100 Concrete Accessories
 - 071900 Underslab Vapor Barrier
 - 072000 Insulation – Paragraph 2.A.(7) Perimeter Foundation
 - Civil Drawings
 - Architectural, Structural, Mechanical, Electrical, Plumbing, Fire Protection Drawings

4. Masonry \$ _____
- 010100 Summary of Work
 - 010700 Office Standards
 - 010900 Reference Standards
 - 013000 Contractor Submittal Requirements
 - 018000 Cleaning
 - 036000 Grout
 - 041000 Mortar
 - 041500 Masonry Reinforcing & Accessories
 - 042100 Brick Masonry Units
 - 042200 Concrete Masonry Units
 - 076000 Flashing and Venting (as pertaining to masonry work)
 - 090001 Color Scheme
- Architectural, Structural, Mechanical, Electrical, Plumbing, Fire Protection Drawings
Appendix A: UL Wall Assemblies, UL Joint Systems, UL Firestop Systems

5. Steel \$ _____
- 010100 Summary of Work
 - 010700 Office Standards
 - 010900 Reference Standards
 - 013000 Contractor Submittal Requirements
 - 013300 Delegated Design Procedures
 - 018000 Cleaning
 - 051200 Structural Steel Framing
 - 052100 Steel Joist Framing
 - 053100 Steel Decking
 - 055100 Metal Stairs (Delegated Design)
 - 055800 Miscellaneous Metal
 - 090001 Color Scheme
- Architectural, Structural, Mechanical, Electrical, Plumbing, Fire Protection Drawings

6. Interior Walls and Ceilings \$ _____
- 010100 Summary of Work
 - 010700 Office Standards
 - 010900 Reference Standards
 - 013000 Contractor Submittal Requirements
 - 018000 Cleaning
 - 054000 Cold Form Metal Framing
 - 072000 Insulation – Paragraphs 2.A.(1) Sound Attenuation Batts, 2.A.(2) Rigid Insulation for Exterior Framed Installations and 2.A.(3) Rigid Insulation for Exterior CMU Installations
 - 090001 Color Scheme
 - 092500 Gypsum Board/Glass Mat Backboard
 - 095000 Acoustical Metal Ceiling System
 - 095100 Acoustical Ceiling Systems
- Architectural, Structural, Mechanical, Electrical, Plumbing, Fire Protection Drawings
Appendix A: UL Wall Assemblies, UL Joint Systems, UL Firestop Systems

7. Cabinetry \$ _____
- 010100 Summary of Work
 - 010700 Office Standards
 - 010900 Reference Standards
 - 013000 Contractor Submittal Requirements
 - 018000 Cleaning
 - 064100 Cabinetry
 - 066116 Solid Surface Fabrications
 - 066123 Ultracompact Surfacing Countertops
 - 090001 Color Scheme
- Architectural, Mechanical, Electrical, Plumbing, Fire Protection Drawings

8. Closed-Cell Insulation \$ _____
- 010100 Summary of Work
 - 010700 Office Standards
 - 010900 Reference Standards
 - 013000 Contractor Submittal Requirements
 - 018000 Cleaning
 - 072000 Insulation – Paragraph 2.A.(6) Spray Foam
 - Architectural and Structural Drawings

9. Roofing \$ _____
- 010100 Summary of Work
 - 010700 Office Standards
 - 010900 Reference Standards
 - 013000 Contractor Submittal Requirements
 - 018000 Cleaning
 - 072000 Insulation – Paragraphs 2.A.(4) Metal Insulated Roof System and 2.A.(5)
Tapered Roof Insulation
 - 074113 Metal Roof, Gutters and Downspouts
 - 075300 Thermoplastic Polyolefin Roofing Membrane (TPO)
 - 076000 Flashing and Venting (as pertaining to roofing)
 - 077113 Metal Coping
 - 077233 Roof Hatches
 - 090001 Color Scheme
 - Civil Drawings
 - Architectural, Structural, Mechanical, Electrical, Plumbing, Fire Protection Drawings

10. Exterior Siding \$ _____
010100 Summary of Work
010700 Office Standards
010900 Reference Standards
013000 Contractor Submittal Requirements
018000 Cleaning
061530 Sheathing
074400 Cementitious Panels and Trim
Architectural, Structural, Mechanical, Electrical Drawings

11. Metal Doors, Metal Frames, Wood Doors, FRP
Doors, Finish Hardware, Toilet Partitions,
Lockers, Fire Protection Specialties, Accessories \$ _____
010100 Summary of Work
010700 Office Standards
010900 Reference Standards
013000 Contractor Submittal Requirements
018000 Cleaning
081100 Hollow Metal Doors and Frames
081416 Wood Doors
083380 Special Doors (FRP)
087100 Finish Hardware – Including Installation
090001 Color Scheme
101650 Toilet Partitions
105000 Lockers
105200 Fire Protection Specialties
108000 Accessories
Architectural, Structural, Electrical Drawings

12. Entrances and Storefronts, Glass Rail System \$ _____

010100 Summary of Work

010700 Office Standards

010900 Reference Standards

013000 Contractor Submittal Requirements

018000 Cleaning

057310 Dry Glaze Glass Railing System

084113 Entrances and Storefronts

088100 Glass and Glazing

090001 Color Scheme

Architectural, Structural, Electrical Drawings

13. Coiling Doors \$ _____

010100 Summary of Work

010700 Office Standards

010900 Reference Standards

013000 Contractor Submittal Requirements

018000 Cleaning

083300 Overhead Coiling Doors

090001 Color Scheme

Architectural, Structural Electrical Drawings

14. Flooring

\$ _____

010100 Summary of Work

010700 Office Standards

010900 Reference Standards

013000 Contractor Submittal Requirements

018000 Cleaning

035410 Underlayment

061213 Structural Panel Concrete Subfloor

079500 Expansion Control

090001 Color Scheme

093100 Tiling

096500 Resilient Flooring

096510 Rubber Base, Treads and Risers

096820 Carpet

Architectural, Structural, Mechanical, Electrical, Plumbing Drawings

15. Wood Athletic Flooring

\$ _____

010100 Summary of Work

010700 Office Standards

010900 Reference Standards

013000 Contractor Submittal Requirements

018000 Cleaning

090001 Color Scheme

096466 Wood Athletic Flooring

Architectural, Structural, Electrical Drawings

16. Sound Control \$ _____

- 010100 Summary of Work
- 010700 Office Standards
- 010900 Reference Standards
- 013000 Contractor Submittal Requirements
- 013300 Delegated Design Procedures
- 018000 Cleaning
- 098413 Sound Control (Delegated Design)
- Architectural Drawings

17. Painting \$ _____

- 010100 Summary of Work
- 010700 Office Standards
- 010900 Reference Standards
- 013000 Contractor Submittal Requirements
- 018000 Cleaning
- 072720 Fluid Applied Weather Barrier
- 079000 Caulking and Sealants (all interior and exterior)
- 090001 Color Scheme
- 099100 Painting
- Architectural, Structural Drawings
- Appendix A: UL Wall Assemblies, UL Joint Systems, UL Firestop Systems

18. Operable Wall Partitions \$ _____

- 010100 Summary of Work
- 010700 Office Standards
- 010900 Reference Standards
- 013000 Contractor Submittal Requirements
- 018000 Cleaning
- 090001 Color Scheme
- 102226 Operable Wall Partitions
- Architectural, Structural Drawings

19. Signage \$ _____

- 010100 Summary of Work
- 010700 Office Standards
- 010900 Reference Standards
- 013000 Contractor Submittal Requirements
- 018000 Cleaning
- 090001 Color Scheme
- 104260 Signage
- Architectural Drawings

20. Hanger Supported Aluminum Canopies \$ _____

- 010100 Summary of Work
- 010700 Office Standards
- 010900 Reference Standards
- 013000 Contractor Submittal Requirements
- 018000 Cleaning
- 090001 Color Scheme
- 105300 Hanger Support Aluminum Canopy
- Architectural, Structural, Electrical Drawings

21. Interior Athletic Equipment \$ _____

- 010100 Summary of Work
- 010700 Office Standards
- 010900 Reference Standards
- 013000 Contractor Submittal Requirements
- 018000 Cleaning
- 090001 Color Scheme
- 116600 Interior Athletic Equipment
- 116643 Interior Scoreboards
- 126600 Telescopic Seating
- Architectural, Electrical Drawings

22. Recreational Climbing Wall \$ _____

- 010100 Summary of Work
- 010700 Office Standards
- 010900 Reference Standards
- 013000 Contractor Submittal Requirements
- 013300 Delegated Design Procedures
- 018000 Cleaning
- 116733 Recreational Climbing Wall (Delegated Design)
- Architectural Drawings
- Structural Drawings (for reference only)

23. Shades \$ _____

- 010100 Summary of Work
- 010700 Office Standards
- 010900 Reference Standards
- 013000 Contractor Submittal Requirements
- 018000 Cleaning
- 090001 Color Scheme
- 122413 Window Roller Shades
- Architectural Drawings

24. Elevator \$ _____

- 010100 Summary of Work
- 010700 Office Standards
- 010900 Reference Standards
- 013000 Contractor Submittal Requirements
- 018000 Cleaning
- 090001 Color Scheme
- 142123 Machine-Room-Less Electric Traction Passenger Elevator
- Civil Drawings
- Architectural, Structural, Mechanical, Electrical, Plumbing, Fire Protection Drawings

25. Fire Protection \$ _____

- 010100 Summary of Work
- 010700 Office Standards
- 010900 Reference Standards
- 013000 Contractor Submittal Requirements
- 018000 Cleaning
- Division 21: Fire Suppression
- Civil Drawings
- Architectural, Fire Protection Drawings

26. Plumbing \$ _____

- 010100 Summary of Work
- 010700 Office Standards
- 010900 Reference Standards
- 013000 Contractor Submittal Requirements
- 018000 Cleaning
- Division 22: Plumbing
- Civil Drawings
- Architectural, Mechanical, Plumbing Drawings

27. HVAC \$ _____

- 010100 Summary of Work
- 010700 Office Standards
- 010900 Reference Standards
- 013000 Contractor Submittal Requirements
- 018000 Cleaning
- Division 23: HVAC
- Architectural, Mechanical, Electrical, Plumbing Drawings

28. Electrical and Communications \$ _____

010100 Summary of Work

010700 Office Standards

010900 Reference Standards

013000 Contractor Submittal Requirements

018000 Cleaning

Division 24: Electrical

Division 27: Communications

Civil Drawings

Architectural, Mechanical, Electrical, Plumbing Drawings

29. Earthwork and Site Utilities \$ _____

010100 Summary of Work

010700 Office Standards

010900 Reference Standards

013000 Contractor Submittal Requirements

018000 Cleaning

312000 Earthwork

Division 33: Site Utilities

Civil Drawings

30. Termite Control \$ _____

010100 Summary of Work

010700 Office Standards

010900 Reference Standards

013000 Contractor Submittal Requirements

018000 Cleaning

313116 Termite Control

Civil Drawings

31. Paving \$ _____

- 010100 Summary of Work
- 010700 Office Standards
- 010900 Reference Standards
- 013000 Contractor Submittal Requirements
- 018000 Cleaning
- 321216 Hot-Mix Asphalt Paving
- 321313 Portland Cement Concrete Paving
- Civil Drawings

32. Synthetic Resilient Surfacing \$ _____

- 010100 Summary of Work
- 010700 Office Standards
- 010900 Reference Standards
- 013000 Contractor Submittal Requirements
- 018000 Cleaning
- 321816 Synthetic Resilient Surfacing
- Civil Drawings
- Architectural Drawings

33. Fences and Gates \$ _____

- 010100 Summary of Work
- 010700 Office Standards
- 010900 Reference Standards
- 013000 Contractor Submittal Requirements
- 018000 Cleaning
- 090001 Color Scheme
- 323113 Fences and Gates
- Civil Drawings
- Architectural Drawings

Attached hereto, and incorporated herein as part of this Proposal, Subcontractor submits a completed Subcontractor's Qualifications Tabs. Subcontractor acknowledges that the Construction Manager may rely upon the truthfulness and accuracy of the responses set forth therein. In addition, Subcontractor has submitted herewith as part of this Proposal such documentation and information as Subcontractor deems appropriate to establish that it is a responsible and responsive Subcontractor and that its Proposal is the most advantageous to the Construction Manager/City, taking into consideration the specific evaluation factors, listed in their order of relative importance, as set forth in the above-referenced Request for Proposals. Subcontractor acknowledges that the Construction Manager may rely upon the truthfulness and accuracy of such documentation and information.

The Subcontractor proposes and agrees to commence actual construction (i.e, physical work) on site with adequate management, labor, materials and equipment within ten (10) days after receipt of Notice to Proceed and prosecute the Work diligently and faithfully to completion within the required Contract Time. Prior to commencing such Work, and prior to the issuance of the Notice to Proceed, Subcontractor shall furnish to the Construction Manager Certificates of Insurance demonstrating that all required coverages are in place.

Subcontractor with a bid of \$1,000,000.00 or more submits herewith its executed Bid Bond in accordance with the requirements of the Construction Manager as set forth in the Instruction to Proposers and the required federal forms. Subcontractor with bid \$500,000.00 - \$999,999.00 submits herewith a Bondability Letter written on the Subcontractor's Bonding Agent's letterhead.

Subcontractor herein acknowledges that this Proposal shall constitute an offer by Subcontractor to contract with the Construction Manager for construction of the Project in conformity with all requirements of the Contract Documents for the lump sum contract price as set forth hereinabove. Said offer by Subcontractor is irrevocable and subject to acceptance by the Construction Manager until the expiration of sixty (60) days following the date set forth in the Request for Proposals for receipt of Proposals by the Construction Manager.

Sworn and subscribed to before me this **SUBCONTRACTOR:** _____
_____ day of _____, 2024. By: _____
_____ Title: _____

NOTARY PUBLIC

Commission Expiration:

SECTION 00100 – E-VERIFY AFFIDAVIT

EXHIBIT / TAB “J”

The Undersigned, after being duly sworn, deposes and states as follows:

1.

The Undersigned is over the legal age of majority and is duly competent to execute this Affidavit. The Undersigned is _____ of _____, a subcontractor (hereinafter “Subcontractor”), which maintains its principal place of business at _____. The Undersigned is expressly authorized to execute this Affidavit on behalf of Subcontractor. The Undersigned has personal knowledge of all facts set forth herein and said facts are true and correct. This Affidavit is executed in accordance with the provisions of O.C.G.A. § 13-10-91 and is submitted in connection with Subcontractor’s proposal to construct for the Construction Manager (Felker Construction Co., Inc.) on behalf of the City of Dalton (hereinafter ”the City”) a project known as the: “**Renovations and Additions to the John Davis Recreation Center**”, located at 904 Civic Drive, Dalton GA 30721 (the “Project”).

2.

The Undersigned affirms and attests that Subcontractor has registered with, is authorized to use, and uses the federal work authorization program as said program is defined in the above-referenced provision of Georgia law. The user identification number of Subcontractor for said program is _____ and the date of authorization for Subcontractor to use said program is _____. In the event Subcontractor is awarded a Master Subcontractor Agreement for the Project, it will continue to use the federal work authorization program throughout the contract period.

3.

In the event Subcontractor is awarded a Master Subcontractor Agreement for the Project, it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to Subcontractor with the same information required in Paragraph 3 hereinabove.

Executed this _____ day of _____, 20____.

Subcontractor: _____

By: _____

Title: _____

Sworn and subscribed before me
this _____ of _____, 20____.

Commission Expiration NOTARY PUBLIC

SECTION 00130 – Bid Bond

EXHIBIT / TAB “J”

NAME OF PROJECT: **Renovations and Additions to the John Davis Recreation Center**

NAME OF OWNER: **CITY OF DALTON, GA**

NAME OF PROPOSED SUBCONTRACTOR: _____
(The “Subcontractor”)

KNOW ALL MEN BY THESE PRESENTS that

_____, as Surety (the “Surety”), and _____, as Subcontractor are held and firmly bound unto the FELKER CONSTRUCTION (the “Construction Manager”) AND THE CITY OF DALTON (the “City”), pursuant to the terms and conditions of this Bond (the “Bid Bond”) as set forth herein:

WHEREAS, the Subcontractor, in response to a Request for Proposals issued by the Construction Manager on behalf of the City, has submitted its Proposal for the divisions of work by Subcontractor of: **“Renovations and Additions to the John Davis Recreation Center”**, located at 904 Civic Drive, Dalton GA 30721 (the “Project”).

NOW, THEREFORE, the condition of this obligation is such that if the Construction Manager accepts the Proposal of the Subcontractor as submitted, or as revised or negotiated in accordance with the provisions of O.C.G.A. § 36-91-21(c)(2), and

- (a) The Subcontractor timely executes the Master Subcontractor Agreement between the Construction Manager and Subcontractor (the “Agreement”) as provided by the RFP and as included in the Contract Documents; and,
- (b) The Subcontractor furnishes to the Construction Manager a Bondability Letter or Bid Bond in accordance with item J of section 00030 Subcontractors’s Qualifications/Instructions of the RFP, then this obligation shall be void: otherwise, the Surety and the Subcontractor, shall be jointly and severally liable to the Construction Manager, and shall make payment to the Construction Manager, in the amount of five percent (5%) of the lump sum contract price (exclusive of any pricing for Alternates or unit prices) as set forth in the Proposal of the Subcontractor.

The Subcontractor agrees that the amount of this Bid Bond as set forth hereinabove constitutes a proper and lawful sum for liquidated damages which the Construction Manager will sustain in the event Subcontractor fails or refuses to execute the Agreement or fails or refuses to furnish the bondability letter.

The Surety shall cause to be attached to this Bid Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of the Surety to execute and deliver same.

This Bid Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bid Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bid Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bid Bond that is not in conflict therewith shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this Bid Bond to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this ____ day of _____, 2024.

[SUBCONTRACTOR]

By: _____ [SEAL]

Witness

Sworn and subscribed to before me this
____ day of _____, 2024.

NOTARY PUBLIC
Commission Expiration:

[NAME OF SURETY]

By: _____ [SEAL]

Witness

Sworn and subscribed to before me this
____ day of _____, 2024.

NOTARY PUBLIC
Commission Expiration:

[ATTACH PROPERLY EXECUTED POWER OF ATTORNEY]

SECTION 00150 – PRELIMINARY CONSTRUCTION SCHEDULE

A. Description: A Construction Schedule for the overall project is provided herein. This schedule includes specific dates shown in Items 1 through 9 but are subject to revisions by agreement between the Owner and the Construction Manager. The Construction Manager shall specify specific timelines associated with each Subcontract award related to the respective divisions of work. The Subcontractor shall agree to the completion schedule outlined in the Master Subcontracting Agreement before award will be made.

B. Schedule:

- 1. Advertisement of Request for Proposals.....03/15/2024
- 2. Preproposal Meeting & Time 2:00 p.m.04/09/2024
- 3. Proposal Due Date & Time 2:00 p.m.....04/18/2024
- 4. Best & Final Offer (at CM’s Option) Due Date & Time.....TBD
- 5. Award of Master Subcontracting Agreement05/07/2024
- 6. Pre-Construction Conference.....05/09/2024
- 7. Notice to Proceed.....05/10/2024
- 8. Substantial Completion.....08/31/2025
- 9. Final Completion09/19/2025

End of Section

MASTER SUBCONTRACT AGREEMENT (Short Form)

This Master Subcontract Agreement ("Subcontract"), made this 20 day of _____, 20____ by and between Felker Construction Co., Inc. (hereinafter "Contractor"), with an office and principal place of business at 300 Fernwood Ave., Dalton, GA and _____ (hereinafter "Subcontractor") with an office and principal place of business at _____ (hereinafter collectively "Parties").

WITNESSETH:

WHEREAS, Contractor contemplates that from time to time it will enter into prime construction contracts with various clients ("Owner") for the performance of certain construction services with respect to certain projects (each "Project"); and

WHEREAS, Contractor desires to enter into a master subcontract agreement with Subcontractor whereby Contractor at its discretion may from time to time contract with Subcontractor, and Subcontractor desires to perform said work at the prices and upon the terms and conditions hereinafter expressed;

NOW, THEREFORE, in consideration of the mutual agreements herein expressed, the Parties contract, covenant and agree as follows:

1. Scope of the Subcontract

The Contractor and Subcontractor agree that this Subcontract is a non-exclusive master agreement and that the Contractor may from time to time authorize the Subcontractor to perform certain construction services ("Work") for the Contractor pursuant to this Agreement but only upon the execution by Contractor and Subcontractor of a work order ("Work Order") in a form attached hereto as **Exhibit A**. This Subcontract does not require either the Contractor or Subcontractor to issue or accept any particular Work Order; however, if fully executed, each Work Order shall be governed by the terms and conditions of this Subcontract, as it may be amended by mutual agreement, and whether or not the Work Order specifically refers to it.

2. Subcontractor's Work (hereinafter "Work")

Subcontractor shall perform all work and shall furnish all supervision, labor, materials, plant, hoisting, scaffolding, tools, equipment, supplies and all other things necessary for the construction and completion of the work described in each individual Work Order, including work incidental thereto and reasonably inferable therefrom, in strict accordance and full compliance with the terms of this Subcontract, and to the satisfaction of Contractor and the Owner.

3. Payment

Contractor shall pay Subcontractor for performance of the Work, subject to additions and deductions by written change order, a liquidated sum which shall be calculated and agreed to by the Parties to each individual Work Order.

4. Indemnification and Subcontractor's Liability

Subcontractor hereby assumes the entire responsibility and liability for all Work, supervision, labor and materials provided under any Work Order issued pursuant to this Subcontract, whether or not erected in place and for all plant, scaffolding, tools, equipment, supplies and other things provided by Subcontractor until final acceptance of the entirety of the Work by Owner. In the event of any loss, damage or destruction thereof from any cause, Subcontractor shall be liable therefor, and shall repair, rebuild and make good said loss, damage or destruction at Subcontractor's cost, subject only to the extent that any net proceeds are payable under any builder's risk property insurance that may be maintained by Owner or Contractor, if any.

Subcontractor shall be liable to Contractor for all costs Contractor incurs as a result of any failure of Subcontractor, or any of its suppliers or subcontractors of any tier, to perform.

To the fullest extent permitted by law, the Subcontractor shall indemnify, defend, and hold harmless the Contractor, Owner and their respective officers, directors, employees and agents ("Indemnified Parties") from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (including all costs reasonable attorneys' fees, consequential damages, and punitive damages), arising out of or resulting from, or alleged to arise out of or arise from, the performance of Subcontractor's Work under the Subcontract, and any Work Order whether such claim, damage, demand, loss or expense is attributable to bodily injury, personal injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; **but only to the extent attributable to the negligence of the Subcontractor or any entity for which it is legally responsible or vicariously liable: regardless of whether the claim is presented by an employee of Subcontractor.** Such indemnity obligation shall not be in derogation or limitation of any other obligation or liability of the Subcontractor or the rights of the Contractor contained in this Subcontract or otherwise. This indemnification shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor under any workers' compensation act, disability benefits acts or other employee benefits act and includes any loss or injury suffered by an employee of the subcontractor. This indemnification shall be in addition to any indemnity liability imposed by the Contract Documents, and shall survive the completion of the Work or the termination of the Subcontract.

Subcontractor's assumption of liability is independent from, and not limited in any manner by, the Subcontractor's insurance coverage obtained pursuant to Article 5 or otherwise.

5. Subcontractor's Insurance

Prior to commencing the Work, Subcontractor shall procure, and thereafter maintain, at its own expense, until final acceptance of the Work or later as required by the terms of the Subcontract or any individual Work Order, insurance coverage required by this Subcontract. At a minimum, and subject to modification in individual Work Orders, the types of insurance and minimum policy limits specified shall be maintained in a form and from insurers acceptable to Contractor as set forth below. All insurers shall have at least an A- (excellent) rating by A.M. Best and be qualified to do business in the state where the project is located.

This insurance will provide a defense and indemnify the Contractor, but only with respect to liability for bodily injury, property damage and personal and advertising injury caused in whole or in part by the Subcontractor's acts or omissions or the acts or omissions of those acting on the Subcontractor's behalf.

Proof of this insurance shall be provided to the Contractor before the Work commences, as set forth below. To the extent that the Subcontractor subcontracts with any other entity or individual to perform all or part of the Subcontractor's Work, the Subcontractor shall require the other Sub-Subcontractors to furnish evidence of equivalent insurance coverage, in all respects, terms and conditions as set forth herein, prior to the commencement of work by the Sub-Subcontractor. In no event shall the failure to provide this proof, prior to the commencement of the Work, be deemed a waiver by the Contractor of Subcontractor's or the Sub-Subcontractor's insurance obligations set forth herein.

In the event that the insurance company(ies) issuing the policy(ies) required by this exhibit deny coverage to the Contractor, the Subcontractor or the Sub-Subcontractor will, upon demand by the Contractor, defend and indemnify the Contractor at the Subcontractor's or Sub-Subcontractor's expense.

Commercial General Liability Insurance

\$1,000,000 Each Occurrence Limit (Bodily Injury and Property Damage)
\$2,000,000 General Aggregate per Project
\$2,000,000 Products & Completed Operations Aggregate
\$1,000,000 Personal and Advertising Injury Limit

Business or Commercial Automobile Liability Insurance

\$1,000,000 combined single limit per accident

Workers' Compensation and Employers' Liability Insurance (at the limit chosen in the drop down box below)

\$100,000 Each Accident; \$100,000 Each Employee for Injury by Disease;
\$500,000 Aggregate for Injury by Disease

Excess or Umbrella Liability (to overlay Employer's Liability, Automobile Liability and Commercial General Liability coverages at the limit chosen in the drop down box below).
\$1,000,000 Occurrence /aggregate

The Contractor and Owner, along with their respective officers, agents and employees, shall be named as additional insureds for Ongoing Operations and Products/Completed Operations on the Subcontractor's and any Sub-Subcontractor's Commercial General Liability Policy and Excess or Umbrella Policy, which must be primary and noncontributory with respect to these additional insureds. The Subcontractor shall continue to carry Completed Operations Liability Insurance for at least three (3) years after either ninety (90) days following Substantial Completion of the Work or final payment to the Contractor on any individual Project, whichever is later.

The Contractor and Owner, along with their respective officers, agents and employees shall be named as additional Insureds on the Business or Commercial Automobile Liability Policy, which must be primary and noncontributory with respect to these additional insureds. It is expressly understood by the parties to this Subcontract that it is the intent of the Parties that any insurance obtained by the Contractor is deemed excess, non-contributory and not co-primary in relation to the coverage(s) procured by the Subcontractor, the Sub-Subcontractor or any of their respective consultants, officers, agents, subcontractors, employees or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable case law.

To the fullest extent permitted by applicable state law, a Waiver of Subrogation Clause shall be added to the General Liability, Automobile,

Excess or Umbrella and Workers Compensation policies in favor of Contractor and Owner, and this clause shall apply to the Contractor's and Owner's officers, agents and employees, with respect to all Projects during the policy term.

Prior to commencement of Work on any individual Project, Subcontractor shall submit a Certificate of Insurance in favor of Contractor and an Additional Insured Endorsement (in a form acceptable to the Contractor) as required hereunder. The Subcontractor's Insurance policies shall provide for thirty (30) days' written notice to Contractor for cancellation or any change in coverage, and be evidenced by the Certificate of Insurance. Copies of insurance policies shall promptly be made available to the Contractor upon request.

6. Time of Performance

Subcontractor will commence Work when directed by Contractor and will proceed with the Work in a prompt and diligent manner in accordance with the Project Schedule attached to the individual Work Order as such Schedule may be amended from time to time by Contractor. TIME IS OF THE ESSENCE. Subcontractor shall be entitled to additional compensation for compliance with Schedule amendments only to the extent, if any, that Contractor receives reimbursement from the Owner.

7. Safety

The Contractor makes no representation with respect to the physical conditions or safety of any Project Site. The Subcontractor shall, at its own expense, preserve and protect from injury its employees engaged in the performance of the Work and all property and persons which may be affected by its operations in performing the Work. The prevention of accidents to workers engaged in the Work and others affected by the Work is the responsibility of the Subcontractor and Subcontractor shall comply with all federal, state, labor and local laws, regulations and codes concerning safety as shall be applicable to the Work and to the safety standards established by Contractor during the progress of the Work. Subcontractor shall indemnify, defend and hold harmless Contractor, Owner and their respective officers, directors, agents and employees from any costs, expenses or liability (including attorneys' fees, fines or penalties) arising out of the Subcontractor's failure to comply with the aforesaid laws, regulations and codes.

8. Clean-up

Subcontractor shall clean up the areas used by Subcontractor for its Work on a daily basis and remove from each Project site, or to a specified location on the Project site as directed by Contractor, and in a manner that will not impede either the progress of the Project or of other trades, all rubbish, waste material, excess material and debris resulting from the Work.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have hereunto executed this Subcontract, on the day and year first above written.

SUBCONTRACTOR:

By: _____

Name:

Title:

Date:

CONTRACTOR: Felker Construction Co., Inc.

By: _____

Name: Nathan Felker

Title: Vice President

Date: 5/20/2020

Release 07/2015

EXHIBIT A
WORK ORDER FORM NO. _____

Date:

Project:

Owner:

Dear _____ :

_____ (“Contractor”) would like _____ (“Subcontractor”) to perform certain construction services for the above identified Project in accordance with the scope of work as set forth below (“Work”). This Work Order is being issued in accordance with that certain Master Subcontract Agreement dated as entered into between Contractor and Subcontractor (“Master Agreement”).

The Work must be completed in accordance with the following Project Schedule:

Compensation:

The Contractor shall pay the Subcontractor, subject to the terms of this Work Order, the liquidated sum of _____ Dollars (\$) inclusive of any and all Reimbursable Expenses.

Scope of Work:

The following Work is required to be performed pursuant to this Work Order:

Contract Documents:

The Contract Documents include the following:

CONTRACTOR

SUBCONTRACTOR

By: _____

By: _____

Name:

Name:

Title:

Title:

Date:

Date: