

## **MINI-RFP FOR HAMILTON MOUNTAIN TANK ROAD REPAIR PROJECT**

### **SCOPE OF WORK**

The work to be done (hereinafter referred to as “Work”) consists of furnishing all equipment, except those specified in the Bid, and performing all labor necessary for completion of the following project (hereinafter referred to as “Project”):

The Proposal Includes the following items:

Prepare a Final Design and Calculations Package by a Registered Professional Engineer in the State of Georgia.

Preparation of the Slope.

Installation of a Soil Nail and Mesh Stabilization System for up to 1,500 square feet, with a length of 135 feet, and a maximum slope height of 15 feet.

Create a gravel shoulder on the opposite side of the road by cutting into the existing slope. The shoulder will be limited to the narrow portion of road, approximately 50 linear feet by 5 feet wide.

The contractor will have 30 calendar days to complete the project after issuance of a purchase order from Dalton Utilities.

### **PROJECT REQUIREMENTS**

- If necessary the Contractor must provide submittals on any materials used and/or installed prior to starting the project.
- Dalton Utilities’ standard insurance requirements will apply.
- Preconstruction meeting will be held prior to beginning any fieldwork.
- Project must be completed within **30 calendar days** of the notice to proceed and issuance of a purchase order.
- 1 year warranty period from date of project completion.
- Project will be constructed under a Purchase Order from Dalton Utilities (See Attachment B). **No payment will be made against the P.O. until the project is complete and accepted.**

## **BID REQUIREMENTS**

The entire bid package must be returned to Dalton Utilities for the bid to be considered. Complete the bid sheet (Attachment C), and provide a total bid price for the project based on the assumed units.

Bids are due back to Mr. Kevin Young at:

1200 V.D. Parrott Jr., Pkwy  
Dalton, Georgia 30721  
Phone: 706-463-0663  
Email: kyoung@dutil.com

**Bids are due by 10:00 AM on Friday, July 26th.** There will be no public opening of these bids.

## **INSURANCE REQUIREMENTS**

In accordance with Dalton Utilities' policy requiring General Liability Insurance and Workman's Compensation Insurance for all entities performing projects for Dalton Utilities, requires that all contractors submit to Dalton Utilities an active Certificate of Insurance showing General Liability and Workmen's Compensation Insurance. General Liability and Workmen's Compensation insurance requirements shall meet or exceed the minimum requirements of Dalton Utilities' standards as shown on Attachment D.

### **E-VERIFY AND SAVE REQUIREMENTS**

E-Verify Requirements: All contractors and subcontractors performing work for Dalton Utilities must participate in the E-Verify Program pursuant to the Georgia Security and Immigration Compliance Act (SB 529).

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DALTON UTILITIES  
PURCHASE ORDER TERMS AND CONDITIONS

1. ACCEPTANCE: (a) Seller accepts this Order and any changes by signing the acceptance copy and returning it to Buyer. Commencement of the services called for by this Order in the absence of Seller's written acknowledgement shall be deemed acceptance of this Order. (b) By acceptance of this Order, Seller agrees to be bound by and to comply with all the terms and conditions of this Order, including any supplements and all specifications and other documents referred to in this Order. (c) By reference or otherwise, this Order does not constitute an acceptance by Buyer of any offer to sell, any quotation, or any proposal. THIS ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS STATED ON THIS FORM AND ON ANY SUPPLEMENT ATTACHED. ANY ADDITIONAL OR DIFFERING TERMS, WHETHER OR NOT MATERIALLY DIFFERENT, SET FORTH IN ANY COMMUNICATION FROM THE SELLER ARE HEREBY EXPRESSLY REJECTED.
2. PRICES: All prices are firm unless otherwise agreed in writing. If no firm or other price appears, no payment in excess of any monetary limitation appearing on the face of the Order shall be permitted without the prior written approval of the Buyer. Pricing shall not be adjusted except with prior written approval of the Buyer.
3. BONDING: For construction services, Seller shall provide a performance bond approved by the Buyer in the amount of at least the total amount payable by the terms of this Order and shall be increased as the total amount payable pursuant to this Order is increased. The performance bond shall be maintained until the Buyer has accepted the work as complete.
4. TERMINATION: The Buyer may terminate all or any part of this Order at any time by written notice to the Seller. Such notice may contain instructions to Seller on completing work hereunder, and Seller shall follow the instructions in accordance with all terms and conditions of this Order. In the event said termination is due to the convenience of Buyer, Seller shall be entitled to payment for all Work properly performed prior to the receipt of said notice and all actual, reasonable and necessary costs of termination as approved by Buyer, provided however, in no event shall (1) anticipated profits be allowed for unperformed services; and (2) Seller be entitled to more than the price of the Order as shown on the face hereof. In the event Seller should fail to properly perform its services pursuant to this Order in any material respect, or disregard laws, ordinances, or the instructions of Buyer, or otherwise be guilty of a violation of any provision of the Order, or Seller ceases to conduct its operations in the normal course of business including inability to meet its obligations as they mature or if any proceeding under the bankruptcy or insolvency laws is brought by or against Seller, or a receiver for Seller is appointed or applied for or an assignment for the benefit of creditor's is made by Seller. Buyer may without prejudice to any other right or remedy it may have at law or in equity, terminate the services of Seller for default. In the event of termination for default, Buyer shall not be liable to Seller for any amount, and Seller shall be liable to Buyer for any and all damages sustained by reason of the cause which gave rise to the termination and otherwise. If it should be determined that Buyer has improperly terminated this contract for

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default, such termination shall be deemed to be a termination for convenience.

5. **WARRANTIES:** Seller warrants that (a) all goods and/or services said pursuant hereto will be free of any claim by any third person and that Seller will convey clear title to Buyer, (b) all services furnished hereunder shall be performed by technically competent and qualified personnel, shall conform to the requirements of this Order including any specifications attached or referenced herein, shall be performed in accordance with the highest generally accepted professional standards associated with the particular industry, trade and/or discipline involved and shall be fit for the purpose for which intended; (c) all goods sold pursuant hereto will be of new (unless expressly specified otherwise) merchantable quality, free from all defects in design, workmanship and materials, fit for the particular purpose(s) for which purchased and provided in strict accordance with the specifications, samples, drawings, designs and other requirements (including performance specifications) approved or adopted by Buyer; and (d) all work hereunder shall be performed in strict accordance with all applicable laws, regulations, codes, and standards of any governmental agency or entity having jurisdiction. All warranties contained in this Order shall be effective for a reasonable period of not less than one year after acceptance of all of the goods and/or services delivered and/or performed hereunder. In the event of any nonconformance with any warranty applicable to this Order, Seller shall correct such nonconformance, and any damage resulting therefrom, at its cost and to Buyer's satisfaction. Buyer shall not be billed for any task(s) performed unsatisfactorily or defective parts, materials and equipment and shall be reimbursed within thirty (30) days by Seller upon demand of Buyer if an invoice has been previously paid for such improper or defective work or goods. Any and all expenses (including, but not limited to shipping, manufacturing and labor expenses) incurred by Buyer in the exercise of its right hereunder, at law and/or in equity, shall be reimbursed by the Seller.
6. **CHANGES:** The Buyer may at any time, in writing, make any change(s) within the general scope of this Order. If any such change(s) cause an increase or decrease in cost or time required for the performance of any work under the Order, an equitable adjustment shall be made in price or completion date, or both, and the Order shall be modified in writing accordingly. Any claim by the Seller for adjustment under this paragraph must be asserted in writing within thirty (30) days from the date of receipt by Seller of Buyer's notification of such change(s).
7. **NON-ASSIGNMENT/SUBCONTRACTING:** This Order may not be assigned without prior written permission of Buyer.
8. **APPLICABLE LAW:** This Order shall be governed by and construed in accordance with the applicable laws of the State of Georgia.
9. **INDEMNIFICATION:** Seller assumes full responsibility for and agrees to save, indemnify, defend and hold harmless Buyer from any and all claims, losses, liabilities, damages to property, injuries (including, but not limited to, death) to persons (including, but not limited to, employees of Seller and

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Buyer), fines, penalties, fees (including, but not limited to, legal fees), and all other costs and expenses of whatsoever kind or nature caused by, arising out of, or in any way resulting from, acts or omissions or misconduct or failure of Seller, its directors, officers, employees, agents, subcontractors and/or subvendors at any tier, unless resulting from Buyer's sole negligence. Seller shall, upon notice, defend, indemnify, and hold Buyer harmless against any claim, suit or proceeding based on a claim that any goods, any part thereof, or any design furnished under this Order constitutes an infringement of any patent of the U.S., and Seller shall pay any damages and costs awarded therein and associated therewith. If the use of said goods, part or design is enjoined in such suit, Seller shall at its own expense and option, either procure for Buyer and its Customers the right to continue using said goods, part or design, or replace the infringing item with a conforming, non-infringing equivalent or modify it so it conforms to the requirements of this Order and becomes non-infringing, or upon showing inability to Buyer's satisfaction to do any of the foregoing, shall at Buyer's option remove said goods and refund the purchase price and the transportation and installation costs.

10. **INSURANCE:** Seller shall obtain and maintain for the duration of any work hereunder insurance in forms and amounts satisfactory to Buyer which may include, but not necessarily be limited to: Comprehensive General Liability (including Contractual Liability coverage insuring the liabilities assumed herein) with minimum limits of liability of not less than \$1,000,000 each per occurrence for bodily injury (including death) and property damage, Automobile liability and Employers' Liability insurance with minimum limits of liability of not less than \$1,000,000 per occurrence on a single limit basis, as well as statutorily required Worker's Compensation and Employers' Liability (\$100,000) insurance. Seller shall furnish Buyer a Certificate of Insurance completed by its insurance carrier(s) once per month certifying that the required insurance coverages are in effect. Nothing in this Paragraph shall be taken as limiting Seller's liability to Buyer or any other party.
11. **COMPLIANCE WITH LAWS:** Seller warrants that Seller, its officers, employees, agents, contractors, and subcontractors at every tier, shall comply with each and every provision of any federal, state or commonwealth, or local law or ordinance and all lawful orders, decrees, rules and regulations issued thereunder, including, but not limited to, those concerning health, safety and the protection of the environment. Seller shall provide applicable contracting license information to Buyer including Utility Contractor License, General Contractor License or other licensing information as applicable to the nature of the work being performed under this Order.
12. **CONFIDENTIALITY:** To the extent not prohibited by law, the Seller shall keep confidential the terms of this Order.
13. **NON-WAIVER:** The failure of Buyer to enforce at any time or for any period of time any of the provisions hereof shall not waive such provisions or the right of Buyer to enforce each and every such provision.
14. **PAYMENT/RECORDS:** Unless otherwise agreed to herein payment shall be made within thirty (30) days after satisfactory performance of work or receipt

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of a complete correct and conforming invoice therefor, whichever is later. Unless this Order is totally priced on a firm fixed price basis, Seller shall maintain time records, supplier invoices, expense receipts/costs and supporting data and other evidence related to this Order in accordance with generally accepted accounting procedures and practices. All materials shall be preserved until the expiration of two years from the completion of performance by Seller. Buyer shall have the right at any time during normal business hours to examine such records which may involve performance under or transactions related to the work statement appearing on the face hereof, or which will permit adequate evaluation of the costs and fee data related thereto. Adjustments in favor of Buyer arising from any audit performed by Buyer shall be recognized as an adjustment of any future payment due Seller or, if no future payment is due Seller, Seller shall pay the amount of any such adjustment to Buyer within thirty (30) days after completion of the audit.

15. **BINDING EFFECT:** The provisions of this Order shall be binding upon and shall insure to the benefit of each of the parties hereto and their respective and permitted successors, and assigns.
16. **NO PARTNERSHIP:** This Order shall not be interpreted or construed to create an association, joint venture, partnership, or employer-employee relationship between the Parties, nor to impose any such obligations or liability on either party. Furthermore, neither party shall have any right, power, or authority to enter into any agreement or undertaking for or on behalf of, to act as, or be an agent or representative of, or to otherwise bind the other party.
17. **NO THIRD PARTY BENEFICIARIES:** Except as may be otherwise expressly provided in this Order, nothing contained herein, express or implied, is intended to, nor shall it (1) confer on any entity other than the parties hereto and their respective and permitted, successors and assigns, any rights, remedies, obligations under or by reason of this Order.
18. **BUYER'S REMEDIES:** If the Seller defaults under any of the provisions of this Order, the Buyer shall be entitled to pursue all remedies permitted by law, including but not limited to those remedies set forth elsewhere in these terms and conditions. All remedies of the Buyer are cumulative and non-exclusive.

**Hamilton Mountain Tank Road Repair Project  
BID SHEET**

Item No.	Approx.		Sewer Force Main Description	Labor & Equipment	
	Quantity	Unit		Unit Price	Total Price
1.)	1	LS	Mobilization/Demobilization/Design	\$ _____	\$ _____ -
2.)	1	LS	Soil Nail and Mesh Stabilization System	\$ _____	\$ _____ -
3.)	-	CF	Additional Grout	\$ _____	\$ _____
4.)	-	HR	Standby Time	\$ _____	\$ _____
<b>TOTAL BID FOR PROJECT:</b>					\$ _____ = _____

Signature: \_\_\_\_\_  
Company Officer

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Company Seal

## **Insurance Requirements**

### **I. Insurance:**

The Contractor shall provide to the Owner proof and scope of insurance coverage in the form of a Certificate of Insurance currently in force. The Certificate of Insurance must list Dalton Utilities and the City of Dalton as additional named insured and will not be cancelled or materially altered unless at least 30 days prior written notice has been given to Dalton Utilities. This coverage must include but is not limited to:

#### **A. Compensation Insurance:**

1. Workman's Compensation for any employee engaged in any work on project
2. Other Workman's Compensation for any employee engaged in any work on project not covered by Workman's Compensation

#### **B. General Liability:**

Comprehensive General Liability for products and completed operations shall be XC, U, and the ISO Broadform General Liability endorsement or its equivalent. This coverage shall include:

1. **Bodily Injury Insurance in an amount not less than \$1,000,000 for bodily injury, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than \$2,000,000 on account of one accident.**
2. **Property Damage Insurance in an amount not less than \$1,000,000 for any one damage claim, and in an aggregate amount up to \$2,000,000 during a period of 12 months.**
3. **Automobile Liability including bodily injury and property damage of aforesaid amounts.**
4. **Owner's Protective Liability Insurance to be issued in the name of Dalton Utilities for liability and property damage in the same amounts as stipulated for the contractor**
5. **Umbrella Policy to provide for increase in coverage of basic policies to an amount not less than \$5,000,000.**
6. **Builder's Risk or Installation Floater Insurance for fire and increase of coverage in the amount at all times at least equal to the amount paid on account of work and materials to be set up in the name of Dalton Utilities or Contractor as their interest**



### **Contractor Affidavit under O.C.G.A. §13-10-91(b)(1)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the Water, Light and Sinking Fund Commission of the City of Dalton, Georgia d/b/a Dalton Utilities has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.C.A. §13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_, 201\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

### Subcontractor Affidavit under O.C.G.A. §13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_ (*name of contractor*) on behalf of the Water, Light and Sinking Fund Commission of the City of Dalton, Georgia d/b/a Dalton Utilities has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. §13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_ 201\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

### Sub-subcontractor Affidavit under O.C.G.A. §13-10-91(b)(4)

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for \_\_\_\_\_ (*name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract*) and \_\_\_\_\_ (*name of contractor*) on behalf of the Water, Light and Sinking Fund Commission of the City of Dalton, Georgia d/b/a Dalton Utilities has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. §13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to \_\_\_\_\_ (*name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract*). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to \_\_\_\_\_ (*name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract*). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Sub-subcontractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_\_, 201\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_