

CITY OF AUSTELL, GEORGIA

Addendum 2

For

FIRE STATION 72-TRAINING ROOM ADDITION/RENOVATION

RFP #26-001 FD

SUBJECT: Questions and Answers

Date: July 06, 2026

Below are questions submitted via email. Responses are in red.

Q-1: Is the Contractor supplying the flooring materials, or are we only providing installation?

A: No flooring material is needed because there is no interior finish to be done.

Q-2: Which rooms or areas are included in our scope of work?

A: There are no rooms or areas that require flooring.

Q-3: Do you have the measurements for the rooms we'll be installing in?

A: There are no rooms that require flooring.

Q-4: Will there be any floor preparation required, such as removing the existing flooring, floor patching, leveling, or any other prep work?

A: There are no rooms or areas that require flooring.

Q-5: Is a copy of the contract available?

A: Yes, it is attached to Addendum 2

CITY OF AUSTELL
CONSTRUCTION AGREEMENT

Fire Station 72 – Training Room Addition/Renovation

RFP No. 26-001-FD

This Construction Agreement ("Agreement") is entered into this ____ day of _____, 2026, by and between the **City of Austell, Georgia**, a municipal corporation ("City"), and _____ ("Contractor").

ARTICLE 1-CONTRACT DOCUMENTS

The Contract Documents consist of the following:

1. This Construction Agreement
2. Request for Proposals (RFP No. 26-001-FD)
3. Contractor's Proposal
4. Addenda issued before bid opening
5. Notice of Award
6. Notice to Proceed
7. Performance Bond
8. Payment Bond
9. Certificate of Insurance
10. Affidavit Verifying Residency Status of An Applicant (SAVE)
11. Contractor Affidavit (E-Verify)
12. Any approved Change Orders
13. All drawings, plans, specifications, and approved submittals

ARTICLE 2-SCOPE OF WORK

The Contractor agrees to furnish all labor, supervision, materials, equipment, transportation, tools, inspections, fees, and incidentals necessary to complete the Fire Station 72 Training Room Addition/Renovation located at:

**5300 Austell Powder Springs Road
Austell, Georgia 30106**

Refer to scope of work in RFP No. 26-001-FD

ARTICLE 3-CONTRACT PRICE

The City agrees to pay the Contractor:

Base Bid Amount

\$ _____

Any additions or deductions shall be made only through approved written Change Orders.

ARTICLE 4-CONTRACT TIME

The City anticipates issuing a Notice to Proceed on or about **August 4, 2026**.

The Contractor can begin work immediately upon receipt of the Notice to Proceed.

The Contractor shall begin work within ____ calendar days and substantially complete all work within ____ calendar days after the Notice to Proceed.

Final completion shall occur within ____ calendar days.

For each day the work remains incomplete beyond the completion date (considering any agreed extensions), the City shall have the right to charge the Contractor a contractual penalty of \$500.00 for each day of delay.

ARTICLE 5-PAYMENT

Payments shall be made based on the following schedule:

Deposit	15% Contract signing
Demolition of existing materials	20% After inspection
Framing completion	25% After inspection
Roofing complete	20% After inspection
Final inspection & acceptance	20% After inspection

Final payment shall not be made until:

- Final inspection
- Punch list completion
- Submission of warranties
- Submission of as-built drawings
- Final lien waivers
- Acceptance by the City

Payment process for the City of Austell:

No payment will be made without an invoice from Contractor. All payments are processed and paid on Friday of the week following submission.

ARTICLE 6-CHANGES IN THE WORK

The City may order changes by written Change Order.

No extra work shall be performed without written authorization.

Unauthorized work shall not be compensated.

ARTICLE 7-CONTRACTOR RESPONSIBILITIES

The Contractor shall:

- Furnish all labor and materials.
- Protect existing property.
- Maintain a clean work site.
- Provide temporary weather protection.
- Coordinate inspections.
- Repair any damage caused by construction.
- Comply with all OSHA regulations.
- Comply with all federal, state, and local laws.
- Provide qualified licensed personnel.
- Maintain any required inspections by third party.

ARTICLE 8-INSURANCE

Before beginning work, the Contractor shall provide Certificates of Insurance naming the City of Austell as Additional Insured.

Worker's Compensation Limits: Statutory Employer's Liability Limits:

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 each employee
Bodily Injury by Disease	\$1,000,000 policy limit

Insurance shall remain in effect until final acceptance of the project and for at least one year thereafter where required.

ARTICLE 9-E-VERIFY COMPLIANCE

The Contractor certifies compliance with O.C.G.A. §13-10-91.

The Contractor shall submit:

- Contractor Affidavit
- E-Verify User Number
- Authorization Date

The Contractor shall require all subcontractors to comply with the same requirements.

Failure to comply shall constitute a material breach.

ARTICLE 10-WARRANTIES

The Contractor warrants that:

- Materials shall be new unless otherwise approved.
- Work shall be free from defects.
- Work shall conform to the Contract Documents.

Structural Warranty

Minimum Ten (10) years.

Coverage shall include:

- Trusses
- Beams
- Roof framing
- Structural support
- Load-bearing walls
- Columns

Roofing Warranty

Shall provide:

- Minimum Ten (10) year workmanship warranty
- Minimum Ten (10) year manufacturer's material warranty

ARTICLE 11-TESTING AND INSPECTIONS

The Contractor shall arrange, coordinate, and provide all inspections, testing, certifications, and approvals required for the work, unless a requirement is specifically identified as the responsibility of the City. All inspections shall be performed by inspectors, engineers, or other qualified professionals who are certified by the State of Georgia or hold equivalent credentials acceptable to the City.

Required inspections and testing shall include, but are not limited to, the following:

- Structural inspections.
- Mechanical startup inspections and documentation.
- Electrical inspections and testing.
- Fire sprinkler testing.
- Final building inspection.

The Contractor shall submit copies of all inspection reports, test results, certifications, and approvals to the City before final payment is issued.

ARTICLE 12-DELIVERABLES

Before final payment the Contractor shall submit:

- Engineered drawings of trusses and all load-bearing components
- Structural calculations
- Structural warranty
- Roofing warranty
- Fire sprinkler testing documentation
- Mechanical startup documentation
- Electrical testing documentation
- Final inspection approvals

ARTICLE 13-SAFETY

The Contractor shall comply with all OSHA requirements.

The City may require removal of any employee considered unsafe, unqualified, or otherwise unacceptable.

ARTICLE 14-INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the City of Austell, its elected officials, officers, employees, and agents from any claims, damages, losses, liabilities, and expenses, including reasonable attorney's fees, arising out of or resulting from the performance of the work, provided such claims are caused in whole or in part by the negligent acts, errors, omissions, or willful misconduct of the Contractor, its employees, subcontractors, or anyone for whom the Contractor is responsible.

ARTICLE 15-DEFAULT

If the Contractor:

- Fails to perform the work,
- Fails to maintain insurance,
- Fails to comply with laws,
- Abandons the project,
- Becomes insolvent,
- Fails to maintain the construction timeline set forth in this document,

the City reserves the right to terminate the Agreement after providing written notice and an opportunity to cure, unless immediate termination is authorized by law or necessary to protect public safety.

The City may complete the work and deduct all associated costs from amounts otherwise due to the Contractor.

ARTICLE 16-GOVERNING LAW

This Agreement shall be governed by the laws of the State of Georgia. Venue shall lie exclusively in the courts of Cobb County, Georgia.

ARTICLE 17-ENTIRE AGREEMENT

This Agreement, together with RFP No. 26-001-FD and the Contractor's response to RFP No. 26-001-FD, constitutes the entire agreement between the parties.

Any modification to this Agreement must be made in writing and signed by both parties to be valid.

ARTICLE 18-SIGNATURES

CITY OF AUSTELL

By: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR

Company: _____

Authorized Representative: _____

Title: _____

Date: _____