

INDEPENDENT CONTRACT AGREEMENT

BETWEEN the Owner:

<u>Cobb County-Marietta Water Authority</u>	<u>& City of Canton</u>
<u>1170 Atlanta Industrial Drive</u>	<u>151 Elizabeth Street</u>
<u>Marietta, Georgia 30066</u>	<u>Canton, Georgia 30114</u>

And the Contractor:

<u>Casey Custom Docks, LLC</u>
<u>3760 Sixes Road, Suite 126, Box 202</u>
<u>Canton, Georgia 30114</u>

The Project is: Hickory Log Creek Reservoir Boathouse

The Owner and Contractor agree as set forth below:

Article 1 Acceptance of Contract

- 1 The terms and conditions of this contract supersede those of Contractor's quotation and are not to be superseded by any contrary or additional terms and conditions stated in Contractor's quotation or acknowledgement or other document unless specifically agreed to in writing in this agreement by the Owner.

Article 2 Scope of Work

- 1 Contractor agrees to: The contractor shall provide all labor, materials, insurance, equipment, delivery and incidentals for the design, construction and installation of floating boat hose and dock complete with all required anchoring, electrical, HVAC, boat lifts, garage doors and other appurtenances required for a complete and operable facility, as described in Exhibit A.

Article 3 Date of Commencement and Substantial Completion

- 1 The Contractor agrees to commence with the work: 15 days after issuance of purchase order or upon receipt of a written Notice to Proceed from the Owner.
- 2 And further agrees to complete all work not later than: 120 days after notice to proceed
- 3 The time schedule may be extended by reason of delay, changes, additions, deletions or other reasons called for and allowed by the Owner.
- 4 If in the opinion of the Owner, the Contractor is not proceeding with reasonable diligence to the performance of any part of his work, thereby impeding the progress of the work, the owner may direct the Contractor to perform such work during overtime hours, and the Contractor agrees to perform such overtime work, if so directed, without additional compensation. The Owner may terminate this

Agreement with the Contractor after 48 hours written notice, and procure the materials, equipment and labor necessary to proceed with or complete the work and charge the cost thereof to the Contractor.

Article 4 Contract sum

- 1 The Owner shall pay to the Contractor a base fee of \$80,690.49
- 2 The Contract amount may be adjusted only with the consent of the Owner.

Article 5 Payments

- 1 The Owner shall pay the Contractor for performance of the work thirty (30) days after completion and acceptance of the work by the Owner.
- 2 If agreed to by Owner, Contractor may make Interim Progress Payment Applications. Contractor shall submit a payment application with evidence of work completed. Owner's payment for partially completed work does not relieve Contractor of the obligation to complete the work in a manner satisfactory to Owner and in accordance with this Agreement.

Article 6 Changes

- 1 The Contractor shall not be entitled to receive any extra compensation of any kind whatsoever for extra work of any kind, regardless of whether the same was ordered by the Owner or any of its representatives unless such extra work authorization is given in writing and signed by an authorized representative of the Owner. The Contractor specifically agrees that he will make no claim that he was authorized to do extra work or make modification in his work by the Owner or any representative at the site or elsewhere and, if such work was ordered and the Contractor has performed the same, but has received no written order thereof as herein provided, the Contractor shall and hereby does waive any claim for extra compensation thereof except as in this article.

Article 7 Guarantee

- 1 The Contractor agrees to guarantee his work for materials and workmanship against defects for a period of one (1) year after completion and acceptance of the work.
- 2 This Guarantee supersedes any other written guarantee or warranty stated on the Contractor's literature.

Article 8 Materialman Liens

- 1 In the event the Contractor fails or neglects to pay for any obligation incurred under this Agreement and a demand or request is made on the Owner for payment, the Owner shall have the right to make such payments and deduct the

sum from the amount that may be due the Contractor. The Contractor shall indemnify and hold harmless the Owner from any and all liens.

Article 9 Force Majeure

- 1 In the event that the Contractor is delayed at any time in the progress of the work due to labor disputes, fire, abnormal weather conditions not reasonably anticipated, unavoidable casualties or causes beyond Contractors control, then the completion time shall be extended by Change Order for such reasonable time as the Owner may determine.

Article 10 Insurance

- 1 Prior to the start of contracted work, Contractor shall procure and maintain in force for the duration of the work, Commercial General Liability Insurance, Commercial Automobile Liability Insurance, Workers' Compensation Insurance, and Excess/Umbrella Liability Insurance. Owner shall be named as additional insured in each of the policies except Workers' Compensation. All policies must be placed with a carrier rated not less than A-VIII by A. M. Best. Provide 30 days cancellation notice.
- 2 Minimum Limits of Insurance
 - A. Commercial General Liability with combined Bodily Injury and Property Damage limit of not less than \$1,000,000 per occurrence and \$2,000,000 Aggregate. The aggregate must be applicable on a per project basis. Broad form Blanket Contractual Liability assured under this contract. Completed Operation/Project Liability, Broad Form Property Damage, Personal and Advertising Injury Liability, Independent Contractors, owner named as Additional Insured on a primary and non-contributory basis, this insurance to be primary and non-contributory with any other collectable insurance coverage to be provided on an occurrence basis. Carrier waives right of subrogation against certificate holder.
 - B. Commercial Automobile Liability Insurance covering the use of all owned, non-owned and hired vehicles with a combined Bodily Injury and Property Damage limit of \$1,000,000. Carrier waives right of subrogation against certificate holder.
 - C. Workers' Compensation and Employer's Liability insurance with limit of 500,000/500,000/500,000 or minimum required by Labor Code, State of Georgia, whichever is greater. Carrier waives right of subrogation against certificate holder.
 - D. The firm shall assume the defense of and indemnify and hold harmless the Authority and the City, its officers and agents, and employees from and against any and all claims, demands, actions, suits, and proceedings by

others arising out of the negligent actions, errors or omissions of the firm in his performance of the contract.

- 3 Policy- Policies of insurance so required by this Article 10 to be purchased and maintained shall:
 - A. include as an additional insured the OWNER and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
 - B. include at least the specific coverages and be written for not less than the limits of liability provided herein, or required by Laws or Regulations, whichever is greater;
 - C. include contractual liability insurance covering CONTRACTOR's indemnity obligations under Article 12; and
 - D. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective Work.
- 4 Insurance Certificates – The insurance certificates furnished by CONTRACTOR to OWNER shall:
 - A. Comply with the attached sample Certificates of Insurance,
 - B. Provide endorsements showing
 - (1) the OWNER as an additional insured, and
 - (2) the waiver of subrogation
 - (3) Show the OWNER'S name and address as follows: Cobb County-Marietta Water Authority, 1170 Atlanta Industrial Drive, Marietta, Georgia 30066 & City of Canton, 151 Elizabeth Street, Canton GA 30114

Article 1 Indemnification

- 1 The Contractor agrees and does hereby indemnify and hold harmless the Owner, its agents, assigns, employees from and against all claims, demands, liabilities, suits, judgments and decrees, losses and costs and expenses of any kind or nature whatsoever on account of injuries to or death of any person or persons or damage to any property occurring directly or indirectly from performance of work hereunder by Contractor or his employees, agents, servants, associates or subcontractors however such injuries or death or damage to property may be caused.
- 2 Notwithstanding any other provisions contained herein, Contractor's total liability to the Owner under this Contract shall not be more than \$1,000,000.

Article 2 Equal Employment Opportunity

1 The Contractor agrees that on the selection of any subcontractor by him or the use of workman or employees that he will not in any way discriminate against any person, company or corporation due to race, gender, or nationality of origin.

Article 3 Protection of Work

1 The Contractor agrees to adequately and properly protect his work and to adhere to and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work and shall comply with all OSHA requirements.

Article 4 Cleaning

1 Contractor shall, at his own expense, at all times keep the premises free from accumulation of debris, waste material and rubbish, and at the completion of the work, he shall remove his tools and equipment and all surplus material, debris, waste material and rubbish and shall leave the premises in a neat and clean condition. If Contractor does not attend to such cleaning immediately upon request, Owner shall have the right to have his work done by others and deduct the cost thereof from the payment due Contractor hereunder.

Article 5 Protection of Property and Persons

1 The Contractor will adequately protect work performed hereunder from damage, will protect the Owner's property from injury or loss, and will take all necessary precautions during the progress of the work to protect all persons and the property of others from injury or damage. The Contractor will assume full responsibility for all his tools and equipment and all materials to be used in connection with the completion of the work. Damage to existing utilities or site improvements caused by the Contractor are the full responsibility of the Contractor, and shall be repaired or replaced at his cost, subject to Owner's approval.

Article 6 Examination of Site

1 Contractor agrees that the contract price specified herein is based on Contractor's examination of the site and that he will make no claim for additional compensation if the conditions encountered differ from those anticipated by such examination, unless said conditions were modified or altered subsequent to the date of Contractor's examination. Contractor shall carefully examine the Contract Documents and existing conditions before submitting bid. Bidder shall inform Owner of any discrepancies or potential problems due to inadequate information. Absence of request for revisions to contract documents assumes that Contractor approves of all information provided and assumes all liability and responsibilities.

Article 7 Permits, Licenses and Compliance with Law

- 1 In connection with the work to be performed, Contractor at his expense, shall procure all necessary permits and licenses and agrees to comply with all laws, ordinances, codes and regulations applicable to the performance of work hereunder.

Article 8 Waiver of Claims, Liens, Etc.

- 1 Contractor individually and on behalf of his sub-contractors, material men and workmen hereby waives and agrees to indemnify and save harmless the Owner from all attachments, claims and liens against Owner and Owner's property by reason of labor or materials or both, furnished for the work under this Independent Contract Agreement

Article 9 Title and Risk of Loss

- 1 All completed or partially completed work on the Owner's property and all materials to be incorporated in the work stored at Owner's property shall be titled in the name of the Owner. Notwithstanding the foregoing, and prior to acceptance of the completed work by the Owner, Contractor agrees to accept the entire risk of loss to the work being done and materials to be incorporated in the work stored at Owner's property from any cause whatsoever until the work has been completed and accepted by Owner.

Article 10 Assignment and Subcontracts

- 1 The Contractor shall not assign his interest in this contract nor sublet nor subcontract any portion of the work without written permission of the Owner. The Contractor agrees to bind every subcontractor approved by the Owner to all of the terms and conditions of this agreement. The Contractor agrees that he is fully responsible to the Owner for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by any subcontractor, as Contractor is for the acts and omissions of himself and of persons directly or indirectly employed by any subcontractor, as Contractor is for the acts and omissions of himself and of persons directly employed by him.

Article 11 Termination for the Convenience of the Owner

- 1 Owner may terminate this Agreement in whole or part for its convenience by ten (10) days written notice to the Contractor. In such event, Owner will pay Contractor its actual, necessary, reasonable and verifiable costs for termination performance, which shall include that portion of the contract work which has been satisfactory completed for which payment has not therefore been made. In no

event shall Owner be liable for cancellation charges in excess of the Agreement Price, or unabsorbed shop overhead or anticipatory profit.

- 2 Owner may issue a stop work notice at any time. In the case of such an issuance, the contract time shall be extended in an amount equal to the amount of time the stop work notice is in effect and the Contractor shall be compensated for reasonable demobilization and remobilization costs.

Article 12 Termination for Cause

- 1 Owner may terminate this contract for cause in the event of a default by Contractor. In such event, Owner shall not be liable to Contractor for any amounts, and Contractor shall be liable for and shall hold Owner harmless from any damage occasioned by Contractor's breach or default.

Article 13 Inspection

- 1 The Owner shall have access to and the right to inspect all work in the course of construction.

Article 14 Independent Contractor

- 1 Contractor agrees to perform the work as an Independent Contractor and not as a Subcontractor, agent or employee of Owner. Contractor shall at all time act as an Independent Contractor in performing the work under this contract, including any additions thereon, and shall furnish all supervision and direction required to complete the work.

Article 15 Drug-Free Workplace

- 1 If Contractor is an individual, he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.
- 2 If Contractor is an entity other than an individual, it is hereby certified that a drug-free workplace will be provided for the CONTRACTOR'S employees during the performance of this contract.
- 3 Contractor may be suspended, terminated, or disbarred if it is determined that:
- 4 The Contractor has made false certification herein above; or
- 5 The Contractor has violated such certification by failure to carry out any requirements as outlined within this Article.

Article 16 Bid Prices

- 1 Contractor agrees that all price quotations contained in the contractor's quote shall remain binding and valid between the parties and Contractor acknowledges

that this contract has been awarded based upon the quote process and proposal documents. All other written proposals are incorporated herein by reference, to the extent they do not conflict with this document.

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The Owner and Contractor for themselves and their successors, executors, administrators and assigns agree to the full performance of this agreement.

This Agreement will be effective on _____ 2015 (which is the Effective Date of the Agreement).

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement under seal as of the day and year first above-written.

Owner:
Cobb County Marietta Water Authority

Glenn Page
By (Typed Name)

General Manager
Title

Signature

[SEAL]

Attest:

Assistant Secretary

Witness

Address for Giving Notice:
Cobb County Marietta Water Authority
1170 Atlanta Industrial Drive
Marietta, Georgia 30066

Approved as to form

Douglas R. Haynie,
Cobb County-Marietta Water Authority
Attorney

Owner:
City of Canton

Gene Hobgood
By (Typed Name)

Mayor
Title

Signature

[SEAL]

Attest:

Susan C. Stanton

Witness

Address for Giving Notice:
City of Canton
151 Elizabeth Street
Canton, Georgia 30114

Approved as to form

Robert M. Dyer,
City of Canton
Attorney

Contractor:
Casey Custom Docks, LLC.

By (Typed Name)

Title

Signature

[SEAL]

Attest:

Assistant Secretary

Witness

Address for Giving Notice:

(Attach evidence of authority to sign and
resolution or other documents authorizing
execution of Agreement)

Approved as to form

Contractor Attorney

ATTACHMENT A

SCOPE OF SERVICES

GENERAL

The contractor shall provide all labor, materials, equipment, delivery and incidentals for the design, construction and installation of floating boat house and dock complete with all required anchoring, electrical, HVAC, boat lifts, garage doors and other appurtenances required for a complete and operable facility as specified herein.

The scope of work includes but is not limited to:

- Fully enclosed floating boat house with two (2) boat slips.
- Two (2) boat lifts with a minimum 4,000 lb. capacity
- Two (2) remote controlled, lockable garage doors
- Gangway
- Power, heat and ventilation
- Exterior lighting
- Anchoring system to ensure the gangway and boat house are accessible when the water level is 20-ft. below full pool
- Anchoring system shall ensure the boat house, dock, and gangway can sustain high winds

SPECIFICATIONS

General

- Minimum dock size: 32-ft wide x 28-ft long
- Minimum walk surface width: 4-ft wide and with two (2) 10-ft wide x 24-ft long enclosed boat slips.
- Roof eave height to be 8-ft., with commercial gable roof design, colors to be determined.
- Gangway to be 52-in. wide x 40-ft. long (min.), single span as defined.
- Cable anchoring to the shore as described below.

Dock:

- Dock frame shall be of aluminum construction, welded mainframe with 316 Stainless Steel fasteners.
- Floor system to be 10-in. T6061QT6 marine grade aluminum, E shape extrusion solid side frame.

- Roof post pockets, lower to be 10-in., required with noise eliminating bushings on all post, secured with a minimum of 3/8-in. stainless through bolts, welded diagonal bracing required.
- Cross bracing and beams to be 16-in. on center.
- Dock edge shall be finished with rotationally molded bumper to cover outside edge of floor on all sides within the enclosure. "P" bumpers are not allowed
- A minimum of 4 aluminum cleats per slip mounted with stainless fasteners into sub-frame.
- Dock wall framing shall be all aluminum construction welded and bolted as required to support 26 gauge wall panels with 1/2" foam board insulation.

Decking

- 1-in. composite, PVC cellular (min.)
- 316 Stainless Steel fasteners.
- Minimum 12 year warranty

Flotation System

- Encapsulated, rotationally molded outer shell without any seams
- EPS foam filled
- 150 nominal wall thickness
- Minimum 15-year warranty
- Flotation system shall be secured to the dock frame with 3/8" stainless steel through bolts.

Roof

- Roof components shall be aluminum 8-in. channel minimum, T6061QT6 with 2-in. square tube purlins
- Roof post pockets required for maximum strength on all post connections, through bolted with a minimum of 3/8" stainless steel fasteners, pockets welded.
- Roof sheet metal shall be 26 gauge galvanized aluminum (min.) panels fastened to aluminum frame, with 1/2" foam board insulation
- Commercial gable roof design

Gangway

- Gangway shall be 40-ft. (min.) single span arched design for loading, diagonal bracing as required per the engineering load specifications.
- Top handrail shall be rounded extrusion, continuous design.
- Gangway connection hinge shall be stainless steel hinge pin with HDPE plastic bushing encompassing hinge.
- Decking will be aluminum non-skid material, joint free and powder coated.

Anchoring System

- Anchoring will be adequate to support dock and projected wind loads.
- 3/8" stainless steel cables and proper angle from the dock frame, stainless steel connections, and hardware.
- Shore anchor post installed as necessary.

Garage Doors

- Garage entry doors provided and installed to secure entry from the lake with electrical operation as well as manual back up operation. 110/20 amp.
- Electrical service with ground fault disruption required and package as defined installed in EMT conduit with 316 SS fasteners.

Boat Lifts

- Boat Lifts shall be rotationally molded tubes with hot dipped galvanized construction minimum.
- Boat Lifts shall be installed with stainless steel hardware to dock sub-frame.
- HDPE bushings are required at hinge points to eliminate noise.

Electrical

- Conduit size from electrical panel to the boat house: 2in. (min)
- Cable: #2 THHN
- Provide a minimum of two (2) pull boxes for cable installation.
- PVC Coated Conduit shall be used on the dock and in the boat house.
- Provide a minimum of two (2) quad receptacles inside the boat house at locations determined by the owner.
- A single light switch shall control all the lights inside the boat house.

- Two 150 watt LED flood lights shall be installed at locations determined by owner. Flood Lights shall operate on a photocell.
- Marine Cable shall be used to connect power from the land to the panel inside the boat house.
- The Marine Cable shall be attached to the dock and provide hardware to ensure movement when the depth of the water fluctuates up and down.
- The breaker panel shall have a minimum of eight breakers.
- Minimum panel size: 100 amps.
- All connectors and fittings shall be PVC Coated.
- All uni-strut and hardware shall be stainless steel.
- PVC conduit can be used underground with ridged stub outs.
- LED Lighting shall be used inside the boat house with a minimum of 50 watts per light
- All work shall be consistent to the National Electric Codes.