

**City of Dawsonville
Request for Proposal
#2023-03**

Main Street Park Pickleball Courts



August 3, 2022

Table of Contents

	Page #
I. Introduction	3
II. Project Information	3
III. Scope of Services	3
IV. Content and Format of Proposals	5
V. RFP Preparation Expenses	8
VI. Bid Schedule	9
VII. Bidders Response	10
VIII. Terms and Conditions	11
Attachment A: Sample of contract	19
Attachment B: S.A.V.E. Documents	20

I. INTRODUCTION

The City of Dawsonville (hereinafter referred to as “City” or “Owner”) is soliciting proposals from qualified contractors to provide all necessary service and materials for the construction of two (2) new pickleball courts totaling sixty by sixty-four feet (60’ X 64’) at the City of Dawsonville Main Street Park, 304 Main Street, Dawsonville, GA 30534.

II. PROJECT INFORMATION

City of Dawsonville has planned to construct two (2) new pickleball courts totaling 60’ X 64’ for the enjoyment of the residents. The following is a scope of the work requested by contractors to construct the courts.

III. SCOPE OF SERVICES

- A. OBJECTIVE:** To construct two (2) new pickleball courts measuring sixty by sixty-four feet (60’ X 64’) total
- B. INTERPRETATION:** All questions about the definition and intent of these specifications shall be directed to the Public Works Director, Trampas Hansard, so designated by City of Dawsonville.
- C. EXAMINATION OF SITE AND SPECIFICATIONS:** Before submitting a proposal, each Company must:
1. Examine the specifications and scope of work thoroughly.
 2. Attend the MANDATORY Pre-Bid meeting on Monday, August 15, 2022 at 10:00 a.m. onsite to familiarize themselves with conditions at the site that may affect the performance of the work and to ask questions of City Staff pertaining to the construction at 304 Main Street, Dawsonville, GA 30534.
 3. Familiarize themselves with all local laws, ordinances, rules and regulations affecting the performance of the work.
 4. Carefully correlate observations with the requirements of the specifications.

Any cost incurred or implied in the preparation of this proposal will be at the expense of the Company. City of Dawsonville will not honor any request for reimbursement of costs incurred.

The submission of a proposal will constitute an incontrovertible representation by the Company that they have complied with all of the above requirements.

- D. SPECIFICATIONS:** Construct two (2) new pickleball courts totaling sixty by sixty-four feet (60’ x 64’). The construction of the courts shall include, *but is not limited to*:
1. Haul and place 4” of crusher run with laser grader
 2. Roll crusher run when moist until compacted. Test to verify proper compaction.
 3. Apply 2” of fine topping asphalt
 4. Install 4’ high black vinyl coated fence with 9 gauge wire, 3” terminal posts, 2 ½” line posts, gates and hardware as necessary around perimeter of court
 5. Install 4 net post foundations

6. Flood courts with water to check for planarity and to identify low areas (birdbaths) and correct as needed according to U.S. court specifications
7. Apply 2 coats of black and 2 coats of ACRYTECH colored full acrylic playing surface (color selected by owner)
8. Stripe two pickle ball courts with one coat of primer and two coats of texturized white line paint
9. Install new net posts, new pickleball nets and center straps

Note: pricing **does not** include the following:

- Grading
- Engineering studies or reports
- Removal of existing trees or other structures on site
- Location of existing utilities
- City will be responsible for all relandscaping and access to job

F. ADDITIONAL ITEMS TO INCLUDE IN PRICING:

OPTION #1:

- Build four (4) new pickleball courts (64' x 120') with same specifications as above
- Lighting for (4) new pickleball courts (see option #2)

Note: The 4-pole/4-fixture system will work for both two (2) or four (4) pickleball courts

OPTION #2:

- Install a 4-pole/4-fixture 560-watt SCIMITAR LED lighting system

Note: Price assumes there is sufficient power and breaker space within 50' of courts

G. The successful bidder will be responsible for providing an executed E-Verify S.A.V.E. document.

H. The successful bidder will provide safety measures such as fencing, barriers, signs, etc. that are required to ensure the public's safety during this project.

IV. CONTENT AND FORMAT OF PROPOSALS

The City will evaluate all written submittals. It is incumbent upon the proposers to demonstrate within their proposals how each requirement will be satisfied. All Proposals must meet the specification as outlined in this Proposal. The City reserves the right to investigate the qualifications and experience of the proposers, or to obtain new proposals. Proposals not sufficiently detailed or are in an unacceptable form may be rejected by the City. Dates and documentation included in the proposal become public information upon opening the proposals. Interested firms must follow the process outlined in the following pages in submitting their proposal. City of Dawsonville prefers to accept proposals from vendors with (3) three years' experience minimum; however, this factor and the following will be reviewed to assist the City in deciding the most favorable vendor. City of Dawsonville will review and approve plans.

- A. A discussion of the History of the firm including number of years in business;
- B. Documentation of three (3) similar or comparable projects completed within the past five (5) years, including photographs of each project;
- C. Firm's proposed project team including qualifications and experience of each member with projects of this nature; provide a minimum of 3 projects;
- D. Provide at least three (3) references for similar projects (including numbers and addresses);
- E. Proposed Methodology for the development and completion of the project. Describe in detail your approach and scope and how the proposal will satisfy all criteria of the project;
- F. Proposed Project Timeline;
- G. Provide Itemized pricing based upon your proposed methodology.
- H. Completed Contractor Registration Form

REQUEST FOR PROPOSAL SELECTION CRITERIA

Price 40%

- Total Price Comparison

Experience 25%

- Staff Credentials
- References
- Firm history
- Past projects

Project Approach to RFQ 30%

- Responsiveness to the request for proposal
- Thoroughness, clarity, and conciseness of information provided in addressing all stated requirements in a manner that meets or exceeds expectations.
- Proposed methodology and completion of the project

Completion Time 5%

- Review of requested Timeline

CITY OF DAWSONVILLE
415 HWY 53 E, SUITE 100
DAWSONVILLE, GA 30534
OFFICE: (706) 265-3256
FAX: (706) 265-4214

trampas.hansard@dawsonville-ga.gov

CONTRACTOR REGISTRATION

Date: _____

Name of Contractor: _____

Does your company have employees: Yes No How Many: _____

Is your company licensed to do business in Georgia: Yes No

City or County of Business License: _____

Business information:

Contact Name: _____

Complete Street Address: _____

City/State/Zip: _____

Mailing address (if different from above): _____

City/state/zip: _____

E-mail: _____ Phone: _____

Website: _____ Fax: _____

Organized As: Individual Partnership Corporation Limited Liability Company Other

Federal EIN: _____

Summary Of Products/Services Provided To The City: _____

Applicant Signature: _____ Date: _____

Printed Name: _____ Title: _____

The City of Dawsonville prefers to accept proposals from vendors with (3) three years' experience, however, this factor and the following will be studied to assist the City in deciding the most favorable vendor.

A. Number of years in construction business: _____

B. Firm's facilities and equipment:

Firm Name: _____

Address: _____

Equipment: _____

C. Firm's experience with similar projects; Provide a minimum of 3 projects:

List (3) three agencies:

Agency: _____

Address: _____

Contact: _____

Phone: _____

Agency: _____

Address: _____

Contact: _____

Phone: _____

Agency: _____

Address: _____

Contact: _____

Phone: _____

D. References (including numbers and addresses):

Agency: _____

Address: _____

Contact: _____

Phone: _____

Agency: _____

Address: _____

Contact: _____

Phone: _____

Agency: _____

Address: _____

Contact: _____

Phone: _____

- D. Number of professional staff available for this contract: _____
- E. Describe in detail your approach and scope and how the proposal will satisfy all criteria of the project. List separately.
- F. Include list of subcontractors and their contact information to be used during completion of this project. List separately.

Please attach your proposal addressing all items A through F. Failure to include any of these items may result in disqualification.

V. RFP PREPARATION EXPENSES

City of Dawsonville accepts no responsibility for any expense incurred by proposers responding to this RFP, such expenses to be borne exclusively by the proposer.

VI. BID SCHEDULE (This page is to be sent in a separate sealed envelope)

A. For furnishing all labor, materials and equipment necessary to construct two (2) new pickleball courts totaling sixty by sixty-four feet (60' X 64")

See BID SCHEDULE: Courts as specified and as described herein. ***Include additional line items and amounts as necessary.***

BID SCHEDULE					
RFP #2023-03					
Construction of Main Street Park Pickleball Courts					
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT AMOUNT	AMOUNT
0001	Haul and place 4" of crusher run with laser grader				
0002	Roll crusher run when moist until compacted. Test to verify proper compaction				
0003	Apply 2" fine topping asphalt				
0004	Install 4' high black vinyl coated fence with 9 gauge wire, 3" terminal posts, 2 1/2" line posts, gates and hardware as necessary around perimeter of courts				
0005	Install 4 net post foundations				
0006	Flood courts with water to check for planarity and to identify low areas (birdbaths) and correct as needed according to U.S. court specifications				
0007	Apply 2 coats of black and 2 coats of ACRYTECH colored full acrylic playing surface (color selected by owner)				
0008	Stripe 2 pickleball courts with one coat of primer and two coats of texturized white line paint				
0009	Install new net posts, new pickleball nets and center straps				
0010					
0011					
0012					
				TOTAL	

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT AMOUNT	AMOUNT
OPTION #1					
0013	Construct four (4) new pickleball courts with same specifications as above				
				TOTAL	
OPTION #2					
0014	Install a 4-pole/4-fixture 560-watt SCIMITAR LED lighting system				
				TOTAL	

Questions: For all questions, clarifications, further information should be directed to the Public Works Director at trampas.hansard@dawsonville-ga.gov or 706-541-6454.

VII. BIDDERS RESPONSE:

Date of Bid: _____

RFP #2023-03

The undersigned agrees, if this bid is accepted within sixty (60) calendar days after date of opening, to furnish all supplies or services in strict accordance with provisions of this Invitation for Bid at the price in the Bid Schedule.

Prices to remain firm for sixty (60) calendar days or _____calendar days after date of opening. Vendor must initial here if he changes the 60-day requirement:_____

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same supplies or services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

Bids not signed must be declared as “non-responsive” and not considered for award.

Signature: _____ Title:_____

Printed Name: _____

VIII. Terms and Conditions

1. Changes: No change will be made to this request for proposals except by written modification by the City. Requests for interpretation or changes must be in writing and received at least (10) ten calendar days prior to the time set for opening of the proposals.
2. Signing of Proposal: Failure to sign your proposal in “original form” will force your bid to be declared as “non-responsive” and not considered for award.
3. Bid Acceptance Time: Bids requiring acceptance by the City in less than sixty (60) calendar days could be rejected, unless so stated and accepted by the City.
4. Bid Identification: All bids submitted as a result of this Request for Proposals must be returned in a sealed envelope with the following information in the lower left-hand corner of the envelope:

RFP #2023-03 / Main Street Park Pickleball Courts

5. Withdrawal of Bids: Bids may be withdrawn by written request only if the request is received prior to the time and date set for the opening of bids. Negligence on the part of the bidder in preparing his bid confers no right of withdrawal or modification of his bid after bid has been opened. No bid may be withdrawn for a period of sixty (60) days after time has been called on the date of opening.
6. Bonds: Construction bidders are required to post performance and payment bonds in an amount equal to the contract award unless the contract is under \$40,000.00.
 - 6.1 Bid Bond: Construction bidders are also required to post a 5% bid bond at the time of bid submission if the projected budget for the work exceeds \$40,000.00
7. Site Inspections: The City will assume no responsibility for representations or understandings concerning conditions made by its officers or employees unless included in this request for proposal. The site inspection is a mandatory requirement to submit a proposal.
8. Award of Contract: Award will be made to that responsible bidder whose bid, conforming to the request for proposals, will be most advantageous to the City; price and other factors considered. The City reserves the right to reject any and/or all bids submitted and to waive any technicalities or minor irregularities in bids received. A written award mailed (or otherwise furnished) shall be deemed to result in a binding contract without further action by either party. Contract (s), if awarded, will be on a lump sum basis or individual item basis, whichever is found to be in the best interest of the City.
9. Non-Discrimination: The vendor assures to provide services in a manner that does not discriminate on the basis of sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, disability, or the use of a trained service animal.

10. Exceptions to Specifications: Any award resulting from this request for proposals shall bind the proposer to all terms, conditions, and specifications set forth in this request for proposals. Proposers whose proposals do not conform should so note on separate page if necessary and/or on the bid schedule. While the City reserves the right to make an award to a nonconforming proposer, when in the best interest of the City, such awards will not be readily made, and proposers are urged to conform to the greatest extent possible. No exceptions will be considered to have been taken by proposer unless it is properly set out as provided above. No exception will be deemed to have been taken by the City unless incorporated in an award resulting from this request for proposals and so stated.
11. Proposal Results: Interested parties may request, in writing, a bid tabulation after award of RFP has been approved by the City of Dawsonville City Council by sending a self-addressed, stamped envelope with their request to: City of Dawsonville City Clerk, 415 Hwy 53 E, Suite 100, Dawsonville, GA 30534.
12. Payment: Payments will be made upon all items completed each month or completion of all work and acceptance by City on invoices submitted and approved by the appropriate City representative(s). All invoices must have a Purchase Order (PO) number. Invoices are to be submitted to:

trampas.hansard@dawsonville-ga.gov or mail to

**City of Dawsonville
Attn: Public Works Director
415 Hwy 53 E, Suite 100
Dawsonville, GA 30534**

12.1. All Invoices should be made out to: **The City of Dawsonville.**

12.2. Itemize all invoices in full. E-mail or mail the original and one copy of your invoice to the address above. Each invoice is to include the following minimum information:

- | | |
|-------------------------------|--------------------------------------|
| 1. Date Invoice is Submitted; | 5. City Department; |
| 2. Purchase Order Number; | 6. Item (s) or Service; |
| 3. Payment Terms; | 7. Quantity of each Item or Service; |
| 4. Date of Transaction; | 8. Bid Price of each Item or Service |

Invoices received with any of the required information listed above missing will not be considered as a "correct invoice". All invoices submitted will be closely monitored for accuracy. Any invoice found to be incorrect will be returned to vendor for correction.

12.3. Vendor must furnish delivery receipt with invoice identifying that this order has been delivered in accordance with specifications, quantities, and price as set forth on the purchase order. A City employee's signature must appear on the delivery receipt or invoice.

12.4. Items on this order are exempt from Federal Excise Tax and Georgia Sales and Use tax. A certificate will be furnished if requested. The City is exempt from

taxes, but the successful bidder shall pay all taxes required of him by law and City cannot exempt others from tax.

- 12.5. Payment terms and provisions herein or otherwise found within the contract documents supersede all provisions of the Georgia Prompt Pay Act (House Bill 837; 13 O.C.G.A. Chapter 11 Et. Seq.).
13. Retainage: The Owner shall retain 10% of the amount of each payment until final completion and acceptance of all work covered by the contract documents.
14. Inquiries Regarding Payment: All inquiries regarding payment of invoices are to be directed to Accounts Payable, (706) 265-3256 or: City of Dawsonville, Attn: Accounts Payable, 415 Hwy 53 E, Suite 100, Dawsonville, GA 30534
15. Execution of Contract: Subsequent to the award, the successful proposer will be presented with a contract. Contract is to be executed within ten (10) calendar days of “**Notice of Award**”. The date of presentation shall be deemed to be the postmark date. The successful proposer’s proposal and this request for proposals shall be incorporated into the contract, except to the extent that this request for proposals conflicts with the contract, in which case the provisions of the contract shall take precedent.
16. Certificate of Insurance: The Contractor agrees to procure all of the insurance specified below:
 - 16.1. Workers’ Compensation Insurance for all employees who are engaged in the work under the contract.
 - 16.2. Public Liability and Motor Vehicle Liability Insurance: The Contractor shall take out and maintain during the life of this contract, such public liability and motor vehicle liability insurance as shall protect him glide performing work covered by this contract from claims for damages which may arise from operations by himself or by any other person directly or indirectly employed by him and the amounts of such insurance shall be as follows:
 - 16.2.1. Public Liability Insurance in an amount not less than \$1,000,000.00 on account of one occurrence.
 - 16.2.2. Motor Vehicle Liability Insurance on all motor vehicles owned, leased or otherwise used by the Contractor in an amount not less than \$500,000.00 (combined single limit) for bodily injury including death and property damage combined.
 - 16.3 Professional Liability Insurance: The Contractor shall procure and maintain during coverage in the amount not less than \$1,000,000.00.
 - 16.4. The insurance company must be licensed to do business in the state of Georgia.

- 16.5. The Contractor shall furnish to City of Dawsonville, a certificate of insurance covering the work as required above as evidence that the insurance required will be maintained in force for the entire duration of the work performed under this agreement.
- 16.6. The cancellation of any policy of insurance required by this agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in OCGA 33-24-44.
- 16.7. Each policy of insurance required under this agreement shall provide for notice requirements under the laws of the State of Georgia as set forth in OCGA 33-24-44 and by endorsement shall provide that the City will receive a copy of said notice of cancellation.
- 16.8. A certificate of insurance with a cancellation provision which provides for less notice than that required by OCGA 33-24-44, or which provides that failure to give the written notice will not impose any responsibility upon the insurer, shall constitute a basis for insurance rejection of the insurance by the city.
- 16.9. In addition to its agreement to obtain and maintain the insurance as set forth herein above, the Contractor agrees to indemnify and hold harmless the City, its officers, agents and employees from any and all claims against the city, its officers, agents, and employees, which arise out of any act or omission of the Contractor or any consultant employed by the Contractor or any of their officers, agents or employees, and any and all claims which result from any condition created or maintained by the Contractor or any consultant employed by the Contractor or any of their officers, employees or agents, which condition which a result of work performed under the contract.
17. Cancellation of Insurance: If the insurance is canceled, the contractor shall deliver to the Owner new policies of insurance. Should the Contractor neglect to obtain and maintain in force such insurance and deliver such policy or policies, then it shall be lawful for the Owner to obtain and maintain such insurance.
18. Inclusion: All items and/or services standard, expected, necessary, and/or routine to such a project as this and not actually stated in this request for proposals will be the responsibility of the successful proposer to provide at no other cost to the City unless so stated on the successful proposer's proposal as additional cost items and accepted by the county at the time of the award and/or contract.
19. Regulatory Agencies: Successful proposer will be responsible for all required permits or license required by regulatory agency of the city, county, state, or federal governments. Further, successful proposer will be responsible for meeting all requirements of any regulation (s) or guideline (s) of any of the said governments or any independent agency recognized by said governments as publisher of any such regulation(s) or guideline(s).
20. Independent Contractors: The proposer represents to City of Dawsonville that he is fully experienced and properly qualified to perform the functions provided herein and that he is properly equipped, organized, and financed to perform such functions. The proposer shall

finance his own operations hereunder, shall operate as an independent contractor and not as an agent of City of Dawsonville and nothing contained in this request for proposals or a contract resulting from same shall be construed to constitute the proposer or any of his employees, servants, agents, or subcontractors as a partner, employee, servant, or agent of the city nor shall either party have any authority to bind the other in any respect; it being intended that each shall remain an independent contractor.

21. Assignment of Contractual Rights: It is agreed that the successful proposer will not assign, transfer, convey, or otherwise dispose of a contract that results from this request for proposals or his right, title, or interest in or to the same, or any part thereof, without written consent of the City.
22. Starting Time: Work will commence within ten (10) calendar days after being issued a **“Notice to Proceed”** on the project and commence in a routine, orderly manner until completion and acceptance by the City.
23. Change Orders: Any and all change order requests by the successful bidder must be approved through the City’s Financial Policy. For any work performed outside the contract agreement for which compensation over and above the agreement occurs, there must be an accompanying approved change order. If work is done before change order approval, the change may be rejected or denied for compensation.
24. Indemnity: Successful proposer agrees, if entering into a contract as a result of this request for proposals, to defend, indemnify, and hold harmless City of Dawsonville from any and all courses of action or claims of damages arising out of or related to proposer’s performance or actions or those of his employees or agents, under said contract.
25. Termination: Pursuant to O.C.G.A. 36-60-13, if applicable, any contract resulting from this request for proposals, if not sooner terminated pursuant to the provisions of termination contained herein, is terminable by the City of Dawsonville City Council on December 31 of each calendar year during the term of said contract, except that said contract shall be renewed automatically on such date, and without any lapse, unless positive action is taken to terminate said contract by the board in a public meeting and such action entered in the official minutes of the City of Dawsonville.
26. Appropriation of Funds: Initial contract and any continuation contract(s) will terminate immediately and absolutely at any such time as there are no appropriated and otherwise unobligated funds available to satisfy the City’s obligations under said contract(s).
27. Cancellation for Cause: Should either party fail to comply with the terms and conditions of this contract, the aggrieved party must give, in writing, to the other party any complaint for non-compliance to the terms and conditions of this contract. The other party shall have fifteen (15) calendar days to correct the matter. If corrected to the satisfaction of both parties within the fifteen (15) calendar days and stated in writing, then the contract will continue uninterrupted. Failure to correct the matter will result in termination of this contract at the end of thirty (30) calendar days following the date of the initial letter of complaint.
28. Anti-Discrimination Clause: “City of Dawsonville does not discriminate against any person because of race, color, religion, national origin, or handicap in employment or service provided.”

29. Liquidated Damages: Contractor shall complete all work in the time stated as the “completion time”. In the event that the contract is not completed within the specified time, the Contractor agrees to default of contract and by reason of this default, contractor shall pay to City, not as a penalty, but as liquidated damages, in the sum of:

Schedule of Liquidated Damages for Each Day of Overrun in Contract Time

<u>Original Contract Amount</u>	<u>Daily Charge</u>
\$ 0 - \$ 49,999	\$ 500
\$ 50,000 - \$ 99,999	\$ 550
\$ 100,000 - \$499,999	\$ 650
\$ 500,000 - \$999,999	\$ 800
\$ 1,000,000 > greater	\$ 1,000

30. Substantial Completion Date: The substantial completion date is the stage in the progress of the project when the project or designated portion thereof is sufficiently complete in accordance with the general documents so the Owner can occupy or utilize the project for its intended use. It is understood that the requirements for substantial completion will not be met until a “Certificate of Occupancy” from the proper Inspection Agency has been obtained by the Contractor and/or any other necessary approval of any regulatory agency having jurisdiction over the project has been obtained by the Contractor. The Owner will have sole discretion for determination of substantial completion. Should the Contractor fail to achieve the substantial completion date, the Contractor shall be assessed liquidated damages in the amount as stated in Terms & Conditions Item 30.
31. Weather Days: Completion time will not be extended for normal bad weather. The time for completion as stated in the Contract Documents includes due allowance for calendar days on which work cannot be performed out-of-doors. For the purpose of this Contract, the Contractor agrees that he may expect to lose calendar days due to weather in accordance with the following table. *

Jan. 22 days	May 4 days	Sept. 4 days
Feb. 16 days	June 6 days	Oct. 5 days
Mar. 11 days	July 8 days	Nov. 9 days
April 7 days	Aug. 6 days	Dec. 15 days

The Contractor agrees an extreme weather day shall be defined as a day that rain exceeds one tenth (0.10) of an inch **and** the average temperature fails to exceed 40 degrees F, **and** the maximum temperature does not exceed 50 degrees F. The temperature and rain data should come from appropriate local weather stations. A weather day will also be defined as a day in which less than seventy-five percent (75%) of the normal labor and equipment force can operate for five (5) hours due to weather-related site conditions. Contract time will be extended by the number of days in which actual weather days in a given month exceed the number of weather days given in the table above.

Delays caused by acts of God, (e.g., fire, unusual storms, floods, tidal waves, earthquakes,) strikes, labor disputes, freight embargos and shortages of materials shall be considered as unavoidable delays insofar as they prevent the Contractor from

proceeding with at least seventy-five percent (75%) of the normal labor and equipment force for at least five (5) hours per day toward completion of the current controlling item on the accepted work schedule.

Should abnormal conditions prevent the work from beginning at the usual starting time, or prevent the Contractor from proceeding with seventy-five percent (75%) of the normal labor and equipment force for a period of at least five (5) hours per day, and the crew is dismissed as a result thereof, the Contractor will not be charged for a working day whether or not conditions change so that the major portion of the day could be considered to be suitable for work on the controlling item.

For delays which the Contractor considers to be unavoidable he/she shall submit to the City of Dawsonville Public Works Director complete information demonstrating the effect of the delay on the controlling operation in his construction schedule. The submission shall be made within three (3) calendar days of the occurrence claimed to be responsible for the unavoidable delay.

*Based on a study of NOAA records from Dallas, Texas and Alpharetta, Georgia and Atlanta, Georgia Airport Weather Reporting Stations from 1967 through 1972 by the Cobb County School District. Reporting records were reviewed again in 1977 and 1982. Changes were not significant, and no changes have been made in the original schedule, which is now based on a 15-year weather record.

32. Changes to Contract: No change will be made to this contract except by written modification by the Contracts Administrator.
33. Questions: All questions concerning this Request for proposal should be directed to the buyer whose name appears on the cover page unless otherwise directed.

Attachment A: Sample of Contract

(Note: This sample form will be filled out at time of Award. Do not submit at this time)

**STATE OF GEORGIA
CITY OF DAWSONVILLE**

CONTRACT RFP #2023-03

City of Dawsonville Main Street Park Pickleball Courts

This agreement made and entered into this the _____ day of _____, 2022, by and between the City Council of City of Dawsonville, Georgia (Hereinafter referred to as "City") and _____ hereafter referred to as "Contractor").

Witnesseth:

Whereas the City intends to contract to provide for the construction of two (2) new pickleball courts at the City of Dawsonville's Main Street Park RFP #2023-03, herein referred to as the "Project" and has entered into an agreement for the necessary services provided by the project and whereas, the Contractor desires to perform the project and for the contract costs as detailed.

City of Dawsonville's RFP #2023-03 issued on August 3, 2022, the Bidder's response (All originals are on file in the office of the City Clerk for City of Dawsonville, 415 Hwy 53 E, Suite 100 GA 30534), and this contract are all incorporated into and made a part of this agreement by reference.

Attachment A: All terms and conditions
Attachment C: Contractors cost data

Attachment B: Contractor's response
Attachment D: Any other documents

If any paragraph, sub-paragraph, sentence, clause, phrase or any portion of this agreement shall be declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be constructed to affect the portions of this agreement not so held to be invalid or the application of this agreement to other circumstances not so held to be invalid. It is hereby declared to be the intent of the parties to this agreement to provide for separate and divisible parts, and to hereby adopt any and all parts hereof as may not be held invalid for any reason.

In witness whereof, the parties hereto have hereunto set their hands and affixed their seals the day and year first above written.

City of Dawsonville, Georgia

By: _____
Mike Eason, Mayor

Subscribed and sworn to in our presence this _____ day of _____ 2022.

Notary Public Signature
Notary Comm. Exp: _____

Contractor

By: _____
Name, Title

Subscribed and sworn to in our presence this _____ day of _____ 2022.

Notary Public Signature
Notary Comm. Exp: _____



Attachment B

CITY OF DAWSONVILLE PURCHASING DIVISION DAWSONVILLE, GEORGIA

S.A.V.E Program Affidavit

*Systematic Alien Verification for Entitlements (SAVE) Program
Office of U.S. Citizenship and Immigration Service (USCIS).*

Background

Pursuant to the “Georgia Security and Immigration Compliance Act,” City of Dawsonville cannot contract for the physical performance of services unless the contractor registers and participates in the federal work authorization program to verify information of all new employees. Neither may any contractor or sub-contractor enter a contract with the County in connection with the physical performance of services unless the contractor or sub-contractor registers and participates in the federal work authorization program to verify information of all new employees. O.C.G.A. § 13-10-91. **Each contractor is urged to fill out the affidavit below stating they comply with this Georgia Compliance Act before City of Dawsonville can legally accept the bids from each contractor/vendor.**

To register for the E-Verify Program visit www.uscis.gov. Your bid will not be accepted without this E-Verify Number.

Procedure

Affirmative language will be set forth in contracts for the performance of services regarding the above requirement. The County will require an affidavit from a contractor showing its compliance with the requirements of O.C.G.A. § 13-10-91 at the time a contract for the performance of physical services is executed. The contract shall include language referencing this obligation and providing that failure to supply an affidavit evidencing such compliance (or to continue to meet the statutory obligation during the life of the contract) shall constitute a material breach of the contract. Upon notice of such breach, the contractor shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. Should the breach not be cured, the County should be entitled to all available remedies, including termination of the contract and damages.

See affidavit on following page



CITY OF DAWSONVILLE
PURCHASING DIVISION
DAWSONVILLE, GEORGIA

S.A.V.E Program Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

*Systematic Alien Verification for Entitlements (SAVE) Program
Office of U.S. Citizenship and Immigration Service (USCIS).*

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 contracting with Habersham County, Georgia, has registered and is participating in a federal work authorization program* (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform And Control Act of 1986 (IRCA), in accordance with the deadlines established in the referenced statute.

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.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification (E-Verify) number and date of authorization are as follows:

**The applicable federal work authorization program as of the effective date of the statute is the E-Verify Program of the Systematic Alien Verification for Entitlements (SAVE) Program Office of U.S. Citizenship and Immigration Service (USCIS). To register for the E-Verify Program visit www.uscis.gov. your bid will not be accepted without this E-Verify Number.*

Name of Contractor

Contractor's/Vendor's E-Verify #

Signature of Authorized Officer or Agent

Date of Authorization

Printed Name/Title of Authorized Officer

Name of Project

Subscribed and sworn before me on this the
_____ day of _____, 20_____

Notary Public
My Commission Expires:_____



CITY OF DAWSONVILLE
PURCHASING DIVISION
DAWSONVILLE, GEORGIA

S.A.V.E Program Sub-Contractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

*Systematic Alien Verification for Entitlements (SAVE) Program
Office of U.S. Citizenship and Immigration Service (USCIS).*

By executing this affidavit, the undersigned sub-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 under a contract for _____ on behalf of Habersham County, Georgia, has registered and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform And Control Act of 1986 (IRCA), in accordance with the deadlines established in the referenced statute.

Furthermore, the undersigned sub-contractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-contractor will contract for the physical performance of services in satisfaction of such contract only with sub-contractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-contractor shall submit, at the time of such contract, this affidavit to Contractor. Additionally, the undersigned sub-contractor will forward notice of the receipt of any affidavit from a sub-subcontractor to sub-contractor. Sub-contractor hereby attests that its federal work authorization user identification (E-Verify) number and date of authorization are as follows:

Name of Sub-Contractor

Sub-Contractor's/Vendor's E-Verify #

Signature of Authorized Officer or Agent

Date of Authorization

Printed Name/Title of Authorized Officer

Name of Project

Subscribed and sworn before me on this the
_____ day of _____, 20_____

Notary Public
My Commission Expires: _____