



## REQUEST FOR QUALIFICATIONS

January 7, 2016

### **ANNUAL DEMAND CONTRACT FOR ROAD CONSTRUCTION, ROAD REPAIR, ROAD REPAVING, SHOULDER REPAIR, STORMWATER REPAIR, REPLACEMENT, INSTALLATION AND MAINTENANCE.**

The City of Dacula is soliciting qualifications from qualified Contractors to provide Annual Demand Services for the following types of projects: Road Construction, Road Repair, Road Repaving, Shoulder Repair, Storm Water Repair, Replacement, Installation and Maintenance. This Annual Demand Services Contract will have four (4) annual options to renew. Qualification documents may be obtained at McFarland-Dyer & Associates, Inc. (City Engineer) website at [www.GoMDA.net](http://www.GoMDA.net). Proposals must be returned in a sealed container marked on the outside with Request for Qualifications for Road Construction and Stormwater Repair Services bid date Tuesday **February 9, 2016**. Proposals will be received until **2:50 p.m. on Tuesday February 9, 2016** at Dacula City Hall, located at 442 Harbins Road, Dacula, Georgia 30019. Any proposal received after this date and time will not be accepted. Proposals will be publicly opened and only the names of submitting firms will be read at 3:00 p.m. A list of the firms submitting proposals will be available the following business day.

A pre-proposal meeting shall be scheduled for **Thursday January 21, 2016 at 3:00 p.m.** Attendance is encouraged. All questions concerning this project shall be submitted in writing by fax or email to McFarland-Dyer & Associates, Inc., Suwanee, Georgia 30024, fax number 770-932-6551 or email to [kwhigham@GoMDA.net](mailto:kwhigham@GoMDA.net) no later than **Wednesday February 3, 2016 by 5 p.m.**

The Services to be performed will be on a task order basis and will include (but not be limited to) construction, repaving, and repair of roads and shoulders, storm water repair, replacement, installation and maintenance within the City Limits of the City of Dacula.

The Successful Contractor will be required to meet insurance requirements. The Insurance Company should be authorized to do business in Georgia by the Georgia Insurance Department and must have an A.M. Best rating of A-5 or higher.

The Written proposal documents supersede any verbal or written prior communications between the parties.

The City reserves the right to reject any or all proposals, in whole or part, or to select any proposer to complete the described work. Award of the Contract will be based on prior quality of work, references, response time and other subjective criteria as the City may deem necessary. The City also reserves the right to waive technicalities and to make an award deemed in its best interest.

We look forward to your proposal and appreciate your interest in the City of Dacula.

Joey Murphy  
City Administrator  
City of Dacula

I. **General Scope: Road Construction/Asphalt, Road Repair, Road Repaving, Shoulder Repair, Stormwater Repair, Replacement, Installation and Maintenance Demand Services for City of Dacula.**

The City of Dacula, Mayor and City Council, hereby requests Qualification Statements from Qualified Contractors for Demand Services to provide the following services to The City of Dacula on an Annual Contract with four (4) options to renew.

The Services to be performed will be on a task order basis and will include (but not be limited to) construction, repaving, and repair of roads and shoulders, storm water repair, replacement, installation and maintenance for the City of Dacula.

No minimum or maximum amount of work is guaranteed under this solicitation, and work will be procured on an “as-needed” basis. The City of Dacula needs sufficient information to determine that your firm is adequately staffed and capable of providing “as-needed” contracting services for the projects.

All qualification submittals will be evaluated in accordance with applicable City of Dacula rules, regulations and laws. Factors to be considered in the evaluation process include: qualifications of the personnel, experience on similar projects, performance on past contracts and references for the same types of services. This will result in a “**shortlist of qualified firms**”. After the “short list” is compiled, the second step may include scheduled interviews with the “short listed” Contractors, if necessary. **The City reserves the right to award a Demand Service Contract to more than one Contractor.**

The City of Dacula will select the Contractor(s) that, in its opinion, offers the most favorable combination of qualifications for the services required.

Bid Bond, Payment Bond and Performance Bond will not be required for the purposes of this RFQ but will be necessary once a Contract is in force for each scope of work. The successful bidder(s) will be required to provide insurance in the amount of at least one million dollars (\$1,000,000.00) as required by **paragraph 17** of the “terms and conditions” of these documents.

Your submittal must have a signature in its “**original form**” and include Appendix A. Firms should submit Eight (8) copies of qualifications one which should be marked as “original”, and seven (7) bound copies. All copies must be exact.

During the evaluation process, the City reserves the right, when it may serve the City’s best interest to request information or clarification from proposers.

Failure to sign your proposal will force your proposal to be declared as “Non-Responsive” and not considered for award. The City reserves the right to retain all qualification proposals submitted and use any idea (s) in a proposal regardless of whether that proposal is selected.

**II. City of Dacula – Submitting Firm Information**

(This section to be completed by the Proposer)

The Undersigned acknowledges receipt of the following addenda:

Addendum No.	Date	Addendum No.	Date
_____	_____	_____	_____

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal 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.

Certificate of Non-Collusion in Bid Preparation:

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Signature \_\_\_\_\_ Date \_\_\_\_\_

The undersigned agrees, if this Proposal is accepted within (60) sixty calendar days after date of opening, to furnish all supplies or services in strict accordance with provisions of this Request for Qualifications.

I agree to abide by all conditions of this Proposal and certify that I am authorized to sign this Proposal.

Proposal Information  
(Type or Print)

Name and Mailing Address  
or where to send payments

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State Zip Code

\_\_\_\_\_  
City, State Zip Code

(\_\_\_\_\_) \_\_\_\_\_  
Phone Number

(\_\_\_\_\_) \_\_\_\_\_  
Phone Number

(\_\_\_\_\_) \_\_\_\_\_  
Fax Number

**Tax ID Number**      |  |  -  |  |  |  |  |  |  |  |  |  

Name and Title of Person authorized to sign

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature



## **S.A.V.E Program Affidavit**

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

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### **BACKGROUND**

Pursuant to the “Georgia Security and Immigration Compliance Act,” the City of Dacula 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 subcontractor enter a contract with the city in connection with the physical performance of services unless the contractor or subcontractor registers and participates in the federal work authorization program to verify information of all new employees. O.C.G.A. § 13-10-91.

### **PROCEDURE**

Affirmative language will be set forth in contracts for the performance of services regarding the above requirement. The City 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 City should be entitled to all available remedies, including termination of the contract and damages.

*SEE DRAFT AFFIDAVIT ON FOLLOWING PAGE*



**CITY OF DACULA  
S.A.V.E Program Affidavit**

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

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AFFIDAVIT

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 the City of Dacula, 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.

*\*The applicable federal work authorization program as of the effective date of the statute is the Basic Pilot program of the Systematic Alien Verification for Entitlements (SAVE) Program Office of U.S. Citizenship and Immigration Service (USCIS).*

\_\_\_\_\_  
BY: Authorized Officer or Agent  
[Contractor Name]

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Vendor's / Contractor's E-VERIFY #

SUBSCRIBED TO AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 2016

\_\_\_\_\_  
NOTARY PUBLIC  
MY COMMISSION EXPIRES:

**III. General Requirements:**

1. All construction is to be conducted in accordance with City of Dacula, Gwinnett County and Georgia DOT construction methods and standards.
2. Contractor shall not be paid for mileage and travel time to and from the site. Bidder should incorporate expected travel costs into the case by case bid.
3. Contractor shall be sure all billing/invoices are clear to the City and identify the project. The Consumer Price Index will be used to adjust rates for renewal. Bids submitted on projects may not be withdrawn for a period of sixty (60) days after date of opening. The contractor will be required to post bonds on any projects that are awarded. Performance Bond and Payment Bond, each in amount equal to 100% of the Contract Sum will be required. These bonds are to be executed by a Surety Company licensed to do business in the State of Georgia and be listed on "Department of the Treasury Circular 570".
4. Time is of the essence to the Contract performance. The Scope of Work shall be substantially complete according to each individual scope of work and on a project by project basis from the date of the Notice to Proceed.
5. Bidders will be required to furnish references and evidence satisfactory to the Owner that he has sufficient means and experience in the types of work called for to assure completion of the Contract in a satisfactory manner.
6. Successful Bidders will prepare Asphalt prices for bids based on the current GDOT Asphalt Cement Price Index listed at the time of bid. The successful Contractor's pay request will list the current GDOT Asphalt Cement Price Index at the time of purchase. The difference in price between the GDOT Asphalt Cement Price Index at bid and at purchase will either be a change order to the Contractor or a Credit to the Owner. The GDOT Asphalt Cement Price Index is in accordance with Special Provision 109 (dated 2008 or latest version), Section 400.5.01 Adjustments, the asphalt price index for the month of the Letting posted on the Georgia Department of Transportation Website.
7. Successful vendors who are chosen by the City of Dacula will provide bids on City of Dacula projects with estimated personnel, equipment time and materials.
8. The Contractor will be responsible for acquiring any necessary permits, inspections, and paying any fees associated with the projects.
9. Time of completion for the work authorized under each work request will be established at the time of issuance of such work order. If contractor fails to complete the work under any purchase order within the time allotted, contractor agrees to pay City of Dacula per "Schedule of Liquidated Damages for each day of Overrun in Contract Time" on **page 16** of bid package.

#### **IV. Qualifications:**

The City of Dacula prefers to accept proposals from vendors with five (5) years' of minimum experience; however, these factors and the following information will be studied to assist the City in the decision process:

Note: Failure to return the information requested on the following pages as part of bid-qualification documents will result in rejection of proposal package.

The City will use information in part V for evaluation.

#### **V. Content and Format of Proposals**

Proposals shall be bound and contain no more than 30 letter size pages (cover page & section dividers not included). The following shall be addressed as a minimum, with sections tabbed with section numbers as follows:

##### **1. Introductory Letter/Vendor Information**

- a. Firm Name.
- b. Address.
- c. Contact Name.
- d. Business Phone.
- e. Former Firm Names, Joint Venture Information, Out of State Offices, if applicable.
- f. Firm's number of years in business.
- g. Organization and management structure.
- h. Can you meet the insurance requirements?
- i. List percent of work of your total business you now perform for Government Agencies. \_\_\_\_ % .

##### **2. Firm Experience and Workload**

- a. Include information of your firm's experience in doing the same type of work.
- b. List any Demand Services contract work currently being performed.
- c. List five relevant public type projects within the past 5 years.
- d. List client references for projects in 2.c above with Owner/Contact Name, phone number, fax number, email address.

##### **3. Firm Personnel Experience**

- a. List number of staff available for this Contract.
- b. Resumes of key personnel.

##### **4. Firm's Facilities and Equipment**

- a. Provide a map of office locations serving the City of Dacula.
- b. List firm's facilities and equipment.



**5. Selection Process**

- a. The selection process will include qualifications presented by the interested Contractors.
- b. If necessary the City of Dacula staff may schedule interviews of the “short-listed” Contractors.
- c. Any selection made as a result of this notice will be made without regard to race, color, religion, sex, or national origin.

**VI. Exceptions to Specifications**

Any exceptions to or variations from the above specifications must be stated on attached below as “Exceptions to Specifications” and included with your Qualifications Package to be considered.

- Any or All exceptions to the enclosed specifications must be stated below to be considered:

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**VII. Government References:**

(1) Owner: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

(2) Owner: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

(3) Owner: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

(4) Owner: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

(5) Owner: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**VIII. Inspection of Facilities:**

The City may require the bidder to make his facility available for Inspection by City Staff. The City may require additional information concerning the Contractor's ability to perform a Contract for this service. Failure to comply with this requirement if requested may be cause for rejection of bid.

**IX. Submittal Instructions:**

One (1) original and seven (7) bound copies of the proposal must be properly addressed and received by the City of Dacula no later than **2:50 p.m. on Tuesday February 9, 2016**. Proposals submitted after that date and time will not be considered. The full cost of proposal preparation is to be borne by the proposing firm. The Proposal Letter and Certification, included as Appendix A of this RFQ, must be included in the package and must be signed in ink by a company official that has authorization to commit company resources. Failure to include this signed proposal letter will result in the rejection of your response.

Proposal sent by telegraphic and/or electronic devices are not acceptable and will be rejected upon receipt. Contractors are expected to allow adequate time for delivery of their proposal either by hand delivery, postal service or other means. Sole responsibility rests with the Contractor to see that their proposal is received on time at the above stated location.

A pre-proposal meeting shall be scheduled for **Thursday January 21, 2016 at 3:00 p.m.** Attendance is encouraged. All questions concerning this RFQ should be directed in writing to Kevin D. Whigham, P.E., McFarland-Dyer & Associates, Inc. (City Engineer): including technical requirements, submission instructions, and any other general inquiries no later than **Wednesday February 3, 2016 at 5:00 pm**. Oral instructions or explanations given prior to award are not binding. Questions will be answered and any information given to a prospective proposer concerning this proposal will be available in the form of an addenda issued by the City of Dacula.

The City of Dacula reserves the right to issue an addendum prior to the date of RFQ submission. Addenda will be emailed and/or faxed to registered RFQ Holders no later than **February 4, 2016 at 5:00 p.m.** The Submitting firms determined by the City of Dacula to best meet the needs of this request may be awarded a Demand Services Contract with The City. The City of Dacula reserves the right to accept or reject the proposals and may consider modifications to the same prior to award of a contract.

Bid Acceptance Time: Proposals requiring acceptance by the City in less than sixty (60) calendar days could be rejected by the City.

Proposal Withdrawal. Prior to the due date, a submitted RFQ may be withdrawn by the Proposer by submitting a written request to the City. No RFQs may be withdrawn after the bid date.

**X. Procedures for Using Contract:**

1. The Contractor will be expected to sign a Contract with The City of Dacula. (Sample Agreement Attached).
2. Upon determination that the City needs any of the listed services, the City will provide a written request for a bid on a Work Request Authorization (WRA). The Contractor shall provide a cost and response time proposal for the work to be completed. The City will award the bid to one of its “selected vendors” as preselected in this proposal. A fair and equitable price is to be provided and used for cost estimation. Upon final agreement between the City and the Contractor, a written and executed contract will be issued for needed services, except during emergency events.
3. The successful vendor cannot perform any work without an official written request for bid and acceptance from the City and must stay within the scope of the needed services.
4. The Contract may be used for construction services on a case-by-case basis.
5. The Contract may be used for additional services on a construction project.
6. The contract may be used for identification of a level of effort for a potential project.
7. The successful bidder will be required to have personnel on site to perform any requirement of this Request for Qualification within 10 days of being notified by a City representative unless a longer period of time is agreed upon.
8. During emergency events, Contractor will be asked to respond within twenty four (24) hours.

**XI. General Terms & Conditions**

1. It is the intent of the City of Dacula to award a contract agreement to the responsible Proposer whose proposal is determined to be the most advantageous for the City. The City of Dacula reserves the right to waive any technicality and to reject or accept any and all proposals submitted, in its entirety or to accept any portion or element thereof if it is determined that either method results in lower costs, better service, final satisfaction or is otherwise determined to be in the best interest of the City of Dacula.
2. Conflict of Interest. If a Proposer has any existing client relationship(s) that involves the City of Dacula the Proposer must disclose such relationship(s).
3. The RFQ submissions will be reviewed by City staff. Additionally, the City may, in its sole discretion and in the course of its evaluation, invite Contractor’s to interview with the City with submission of a preliminary detailed scope (project by project) and more refined estimate of fees. The City staff will forward a recommendation of the top firm(s) to the City Council for approval. If the staff cannot successfully negotiate a contract with the top firm, it may then negotiate with the next highest ranked firm(s).

4. Contract. Proposer will be required to enter into discussions with the City to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within one (1) week of notification.
5. Breach of Contract. Contractor agrees to furnish all services and deliverables necessary to carry out and complete in good, firm and substantial, workmanlike manner, the scope of work specified, in strict conformity with this document. The attached Proposal letter and Certification (Appendix A) must be signed and submitted with RFQ responses.
6. Confidentiality Requirements. The proposal is subject to the Georgia Open Records Act and may be provided to anyone properly requesting same, after contract award. The City cannot protect proprietary data submitted in the proposal.
7. Policy on Drug-Free Workplace. The final award of a contract is contingent upon the Proposer certifying to the City that a drug-free workplace will be provided for the Proposer's employees during the performance of the contract as required by the "Drug-Free Workplace Act" (O.C.G.A. 50-24-1).
8. Policy on Hiring of Non-Resident Aliens. The final award of a contract is contingent upon compliance O.C.G.A. 13-10-91 (E-Verify Program) and Chapter 300-10-1 of the Rules of the Georgia Department of Labor, and the Contractor certifying to the City that it, and all its subcontractors, has registered and currently participates in the federal work authorization program to verify information of all new employees with respect to all public employers, contractors, or subcontractors. Contractor may be suspended, terminated, or debarred if it is determined that the Contractor has made false certification or that the Contractor has violated such certification by failure to carry out this requirement.
9. Risk of Loss: Contractor agrees to bear all risk of loss, injury, and destruction of goods and materials ordered herein which occur prior to delivery to include concealed damage; and such loss, injury, or destruction shall not release contractor from any obligation.
10. Withdrawal of RFQ: Proposals may be withdrawn by written request only, if the request is received prior to the time and date set for the opening of proposals. Negligence on the part of the proposer in preparing his proposal confers no right of withdrawal or modification of his proposal after the proposal has been opened.
11. Award of Contract: Award will be made to that responsible bidder whose bid, conforming to the Request for Proposal, will be most advantageous to the City. 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 of Dacula.
12. The Contractor, in accepting this contract, attests that he is in compliance with the nondiscrimination clause contained in Section 202 of Executive Order 11246, as amended, relative to equal employment opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and prescribed by the Secretary of Labor, which is incorporated herein by reference.

13. Exceptions to Specifications: Any award resulting from this invitation shall bind the bidder to all terms, conditions, and specifications set forth in this invitation. Bidders whose bids do not conform should so note on a separate page.
14. Proposal Results: Interested parties may request, in writing, a Bid Tabulation by sending a self-addressed, stamped envelope with their request to:

**McFarland-Dyer & Associates, Inc.  
4174 Silver Peak Parkway  
Suwanee, Georgia 30024**

15. The Contractor will be expected to sign a Demand Services Agreement. Subsequent to the award, the successful Contractor will be presented with an Agreement. This Agreement is to be executed within ten (10) calendar days of "Notice of Award". Together with the required payment and performance bonds described on page 7. If the contract document is mailed, the date of presentation shall be deemed to be the postmark date. The successful proposal and this Invitation for Bid shall be incorporated into the contract, except to the extent that this invitation conflicts with the contract, in which case the provisions of the contract shall take precedent.
16. Certificate of Insurance: City required documentation includes certificate from insurance company showing issuance of Worker's Compensation coverage for the State of Georgia. Successful bidder will be required to furnish a Certificate of Liability Insurance in an amount not less than (\$1,000,000.00) one million dollars per occurrence to protect the City throughout the life of the contract against "All Risks". Coverage to include but not be limited to General Liability: Comprehensive Form, Premises/Operations, Underground Explosion and Collapse, Products/Completed Operations, Contractual, Independent Contractors, Broad Form Property Damage, Personal Injury, and Automobile Liability. Worker's Compensation and Employer's Liability are to be statutory amounts. Certificate must be furnished within (10) ten calendar days of a "Notice of Award" being issued.
17. Contractor shall provide the City with a certificate of insurance with the following limits no less than:
 

<b>General Liability -</b>	<b>\$1,000,000</b>
General Liability combined single limit per occurrence, for bodily injury, personal injury, and property damage.	
<b>Automobile Liability -</b>	<b>\$1,000,000</b>
Automobile Liability combined single limit per accident, for bodily injury and property damage, when applicable.	
<b>Workers' Compensation and Employers' Liability</b>	
Workers' Compensation shall be provided at the Statutory Minimum as required by State Law.	
18. Proof of insurance shall be provided to the City as a part of the Contract, and the City shall be notified of any changes in insurance coverage status during the Contract period. All insurance companies must be licensed to do business in the

State of Georgia. The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

19. The Contractor shall provide the City of Dacula with a certified copy of each of the above referenced policies indicating the existence of the policies prior to the beginning of any contract services. In the event a binder is delivered, it shall be replaced within ten (10) days by a certified copy of the policy. Each policy shall contain a valid provision or endorsement that the policy may not be canceled without giving thirty (30) days written notice thereof to the official City of Dacula representative. A renewal policy or certificate shall be delivered to the City of Dacula at least thirty (30) days prior to the expiration date of each expiring policy. If at any time, any of the policies shall be or become unsatisfactory to the City of Dacula as to form or substance, or any of the carriers issuing such policies shall be or become unsatisfactory to the City of Dacula, the Consultant shall deliver to the City of Dacula representative upon demand a certified copy of any policy required herein for review.
20. 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 Qualifications will be the responsibility of the successful proposer to provide at no other cost to the City unless so stated on the successful bidder's proposal as additional cost items and accepted by the City at the time of the award and/or contract.
21. Regulatory Agencies: The Successful bidder will be responsible for all required permits or licenses required by regulatory agency of the city, county, state, or federal governments. Further, successful bidder 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).
22. Independent Contractors: The proposer represents to the City of Dacula that they are fully experienced and properly qualified to perform the functions provided herein and that they are 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 the City of Dacula and nothing contained in this Request for Qualifications 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.
23. 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 invitation or his right, title, or interest in or to the same, or any part thereof, without written consent of the City.
24. Starting Time: Work will commence within ten (10) calendar days after being issued a "Notice to Proceed" on a Project and commence in a routine, orderly manner until completion and acceptance by the City.

25. Change Orders: Any and all change orders requested by the successful bidder on any project must be approved per the City of Dacula Purchasing Policies through the contract administrator prior to any work being performed. No additional services shall be performed without an approved change order. If work is done before approval of a change order, the subsequent change order will be rejected.
26. Indemnity: Successful proposer agrees, if entering into a contract as a result of this invitation, to defend, indemnify, and hold harmless the City of Dacula 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.
27. Hold Harmless Agreement (indemnity)  
The agreement to hold the City, its officers, agents, and employees harmless shall not be limited to the limits of the liability insurance required under provisions of these specifications or the contract, of which these specifications will be made a part.
28. Termination: Pursuant to O.C.G.A. 36-60-13, if applicable, any contract resulting from this Request for Qualifications, if not sooner terminated pursuant to the provisions of termination contained herein, is terminable by the Mayor and City Council of City of Dacula, Georgia 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 City Council, a public meeting and such action entered in the official minutes of the Dacula City Council.
29. 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).
30. 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 ten (10) days to correct the matter. If corrected to the satisfaction of both parties within the ten (10) 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.
31. Liquidated Damages: Contractor shall complete all work in the time stated as the "Substantial Completion Time". In the event that the contract is not completed within the specified time, the contractor hereby agrees he is in default of this Contract. In addition to and not as substitution for any of the rights or remedies which the City may have under this Contract or otherwise against the contractor by reason of this default, shall pay to the City, not as a penalty, but as liquidated damages, the sum of:

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

<u>Original Contract Amount</u>	<u>Daily Charge</u>
\$ 0.00 - \$49,999.00	\$ 250.00
\$ 50,000.00 - \$99,999.00	\$ 350.00
\$100,000.00 - \$499,999.00	\$ 450.00
\$500,000.00 - \$999,999.00	\$ 500.00
\$1,000,000.00 - Up	\$ 600.00



Each day beyond said completion date, Saturdays and Sundays not to be included. Calculation of said days will be in the sole interpretation of the City and/or the City's representative (s).

32. Anti-Discrimination Clause: "The City of Dacula does not discriminate against any person because of race, color, religion, national origin, or handicap in employment or service provided."

**APPENDIX A**

**CITY OF DACULA  
PROPOSAL LETTER AND CERTIFICATION**

We propose to furnish and deliver any and all of the deliverables and services named in the attached Request for Qualification (RFQ).

We further agree to strictly abide by all the terms and conditions of the City of Dacula as modified by any attached special terms and conditions, all of which are made a part hereof. Any exceptions are noted in writing and included with the Proposal.

It is understood and agreed that this Proposal constitutes an offer, which when accepted in writing by the City of Dacula, and subject to the terms and conditions of such acceptance, may be the basis for a valid and binding contract between the undersigned and the City of Dacula.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFQ and that this statement is made in accordance with the provisions of such specifications. By our written signature on this Proposal, we guarantee and certify that all items included in this statement meet or exceed any and all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. It is further understood that the City of Dacula reserved the right to reject any or all offers, waive technicalities, and informalities, and to make a contract award in the best interest of the city.

It is understood and agreed that this Proposal shall be valid and held open for the current calendar year from the acceptance date of this proposal.

I certify that this Proposal and offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand 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 the RFQ and certify that I am authorized to sign this Proposal for the Proposer. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. have not been violated and will not be violated in any respect.

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Print/Type Name \_\_\_\_\_

Print/Type Company Name Here \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

## APPENDIX B

### SAMPLE CONTRACT

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, by and between the City of Dacula, Georgia, herein called "Owner", acting herein through its Mayor, The Honorable Jimmy Wilbanks, and \_\_\_\_\_, County of \_\_\_\_\_, and State of Georgia, herein called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

The Scope of Work includes, but is not limited to, furnishing of all labor, materials, and services necessary for \_\_\_\_\_ within the City Limits of Dacula as described below:

### DESCRIPTION OF WORK

CONTRACTOR shall perform the above scope of work, hereinafter called the "Project", for the lump sum, fixed price of \$ \_\_\_\_\_ Dollars and all extra work in connection therewith, under the terms as stated in the Contract Bid Documents; and at his (it's or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Bid Proposal.

CONTRACTOR shall provide the OWNER with Certificates of Insurance, and Performance and Payment Bonds as required by the Contract Documents.

This is a lump sum, fixed price Contract. Notwithstanding any other provision of this Contract, the amount to be paid to Contractor by the City shall not exceed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) without prior written approval of the Mayor and Council of the City of Dacula. Any change order which increases the Contract price by more than \$5,000.00 must be approved in advance by a formal vote of the Mayor and City Council of the City of Dacula at a duly called meeting.

The OWNER is subject to the requirements of the Georgia Security and Immigration Compliance Act. Accordingly, the requirements of O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 are conditions of this Contract. Compliance with these requirements shall be attested by the execution of the Contractor Affidavit attached hereto, which shall become a part of the awarded contract. In the event the Contractor employs or contracts with any subcontractor(s) in connection with the awarded contract, the Contractor shall secure from such subcontractor(s) attestation of the subcontractor's execution of the Subcontractor Affidavit attached hereto, which shall also become a part of the awarded contract and also a part of the contractor/subcontractor agreement. Contractor shall maintain records of such attestation for inspection by The City of Dacula at any time. Contractor shall be required to provide copies to the City of Dacula upon request. Failure to comply with these rules will result in the termination of any awarded contract where it is subsequently determined that there has been a violation of any provision of the Act or implementing rules and regulations.

Any dispute arising under this Contract shall be heard in the Superior Court of Gwinnett County, Georgia, and the parties consent to jurisdiction and venue in that Court. The parties waive any defense that it may have to lack of jurisdiction or improper venue and agree to have all disputes resolved in the Superior Court of Gwinnett County.

CONTRACTOR hereby agrees to commence work under this Contract on or before a date to be specified in a written "Notice to Proceed" from OWNER and to fully complete the Project within \_\_\_\_\_ consecutive calendar days thereafter.

The Owner agrees to pay the Contractor in current funds for the performance of the Contract, subject to additions and deductions, on completion of the project and final inspection of the Owner.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in two (2) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

(Seal)

ATTEST:

\_\_\_\_\_  
(Witness)

ATTEST:

\_\_\_\_\_  
(Witness)

CITY OF DACULA \_\_\_\_\_

By: \_\_\_\_\_  
(Mayor)

\_\_\_\_\_  
(Contractor) (Seal)

By: \_\_\_\_\_