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CITY OF VIDALIA, GA

Administration

Request for Proposal

GOLF COURSE CONSULTANT

Design for City Of Vidalia, GA

REQUEST FOR PROPOSALS (RFP) RFP #2022-002

Procurement Contact: Nick Overstreet
City Manager
Email: noverstreet@vidaliaga.gov
Phone: 912-537-8718

Proposals are due: September 30, 2022 by 12:00 p.m. EST

Proposals received after this date and time will not be considered

ONLY ELECTRONIC RFP RESPONSES WILL BE ACCEPTED

Email your RFP Response to noverstreet@vidaliaga.gov. Submit your RFP response to this email only. Please do not email to multiple people. Only emails sent to noverstreet@vidaliaga.gov will be considered as responsive to the request for proposals.

Proposals shall be submitted in a single Microsoft Word or PDF file under 20MB.

The RFP number and Project name must be noted in the subject line, otherwise the proposal may be considered as non-responsive to the RFP.

Electronic submittals will be held, un-opened, until the time and date noted in the RFP documents or posted addenda.

|  |
| --- |
| Schedule of Events  |
| RFP Issued | August 31, 2022 |
| Inquiry Deadline | September 16, 2022 |
| Final Addendum Issued | September 23, 2022 |
| Proposal Due Date and Time | September 30, 2022 |
| Notice of Award | No later than October 11, 2022 |

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**SECTION 1. BACKGROUND, OVERVIEW, AND GOALS**

1. Background

The City of Vidalia is seeking to construct a new eighteen (18) hole golf course that will be owned by the City of Vidalia and overseen and operated by an authority of appointed individuals by the Mayor and City Council of Vidalia. The city realizes the importance of golf as a recreation opportunity for patrons of all ages along with the significance of golf in high school sports.

B. Overview

The City of Vidalia is seeking a Golf Course Architect to design and build an eighteen (18) hole municipal golf course on its property to include all eighteen (18) holes, a practice range, a putting green, a cart/equipment shelter, and a pro shop.

The golf course will be designed to include irrigation that will be supplied by the city’s water system. An eight (8) inch line will be utilized to supply a water source to where the water will be pumped out and irrigated throughout the course.

The Golf Course Architect will also coordinate with the Authority regarding the construction of cart bridges that will be required to cross streams to accommodate safe play and movement of golfers.

|  |  |
| --- | --- |
| TASK | DEADLINE |
| Golf Course Architect RFP process finalized for Award for Final CD's and Construction Admin services | No later than October 11, 2022 |
| Golf Course Final CD's - initiate bid process with golf contractors | No more than 60 days from award |
| Receive golf course construction bids  | TBD |
| Begin golf course construction | No later than December 15, 2022 |
| Open New 18 hole golf course\* | January 2024 |

Golf course design work will include cruising/harvesting of timber, all fine grading and soil amendments (rough grading is occurring prior to final design), new irrigation, water features, landscape design, bunkers, course seeding, and landscape work.

C. Goals
The primary motive of this project is to complete final design of the course in a very time compressed manner in order to complete construction by January 2024. The general timeline below dictates the need for expediency and the need for a GCA who can meet this extremely tight timeline. Final design elements, including irrigation (must be designed to Rainbird or Toro with satellite control), must follow the initial design development and overall grading.

Careful and crucial planning is imperative to assure that critical infrastructure, irrigation, water storage and distribution are available when needed to foster new turf and landscape establishment for the golf course. The general timeline / milestones are further described below:

\*This date should be a "worst case" scenario.

Partnership Details
The City of Vidalia has worked to prepare this vision as to how best serve their patrons now and in to the future. The construction of the golf course plan was developed through work sessions led by the city’s administration and support through the civil engineering services of Hofstadter and Associates. The third team member is the City of Vidalia City Manager, Nick Overstreet, who is facilitating overall coordination. The collaboration will allow us to take advantage of this opportunity to maximize resources for the community at large.

**SECTION II. STATEMENT OF WORK**

A. Period of Award

The completion date of providing the required product and services shall be:

1. Golf Course Final CD's — initiate bid process with golf contractors (No more than 60 days from award)
2. Construction Observation Services – Throughout the course of the project

If the City desires to extend the contract, no later than thirty (30) days prior to expiration, the City's Purchasing Contact may send a notice in writing to the vendor requesting firm pricing for the next twelve-month period. After the City evaluates the firm pricing proposal from the vendor, it will determine whether to extend the contract. The provisions of the foregoing paragraphs with respect to extensions of the terms of the contract shall be null and void if the contract has been terminated or revoked during the initial term or any extension thereof. All decisions to extend the contract are at the option of the City.

1. Minimum Mandatory Qualifications of Consultant
	1. At least two projects of similar size, or larger, completed within the State of Georgia
	2. Irrigation system designer (whether the GCA or a sub-consultant)

Design Scope of Services:

Upon selection, the Golf Course Architect (GCA) will be provided copies of the current plans, which will, at a minimum, include the following:

1. Preliminary golf course layout and grading plans
2. Preliminary golf course cart path plan
3. Preliminary golf course grassing plan

The City of Vidalia anticipates that the GCA will utilize the plans provided, with the understanding that the boundaries and certain other design elements are not subject to change.

Minor changes to golf course grading, sizes and shapes of golf features (greens, tees, bunkers, fairways, etc.), cart path routing, tree planting, etc. are acceptable as long as the overall budget is not negatively affected.

The GCA shall provide a complete set of plans, specifications and bid documents (100% CD Set), in coordination with the City Manager’s Office. The schedule for documents to be available for bidders for construction documents will closely follow the selection of the GCA. This is an extremely quick turnaround from final selection of the GCA and all submitting parties must be available to do this work immediately. The final plan set should include, at a minimum, grading plan(s), grassing plan, cart path routing plan, tree-planting plan, and a complete set of golf course irrigation system plans. The final plan set should also include the final set of drawings for the pro shop and the equipment/cart shelter.

The irrigation system plans must include all new equipment on the eighteen (18) hole golf course. The irrigation system plans will also need to include design and details to define the irrigation system. The City will be providing design and engineering for the irrigation, so the GCA (and his sub-consultant, if necessary) will be responsible for the design from the water source (previously mentioned), out. The CD set of irrigation plans and bid documents must be designed to allow competitive pricing from both RainBird and Toro and is required to be a satellite control system.

The GCA (and his sub-consultants) shall assist the City in obtaining bids from qualified golf course contractors in compliance with state law and regulations. The GCA shall attend a "pre-bid" conference with potential bidders to review the bid documents and answer questions. It is anticipated that the GCA (and his sub-consultants) will issue addenda, as necessary, throughout the bid process to clarify items and answer questions for all bidders. Finally, the GCA shall summarize the bid information and provide a recommendation to the City for the selection of a contractor.

The GCA (and his sub-consultants) shall provide certain Construction Administration services throughout the construction period. It is anticipated that the GCA will need to be on site no more than one day per week, depending on weather and construction progress. A minimum of ten (10) site visits are requested. Each visit should include the completion and distribution of notes summarizing the visit and indicating any discussion of changes, or potential changes, to the contractor's scope of work. The irrigation system field layout services shall include GPS locations for all heads, valves and other components, staked or flagged with a representative from the contractor's staff. A detailed "as-built" of the system must be provided to the City upon project completion.

The GCA shall review contractor's monthly requests for payment and provide a recommendation to the City for payment of the outstanding amount, or modified amount thereof. The GCA shall also process change orders or other modifications initiated by the contractor for the ultimate approval of the City.

A final walk-through and "punch list" for both the golf course, irrigation system, and any structures shall be completed and submitted to the contractor and the City by the GCA.

The oversight of the course to include the pro shop and various structures will be recommended by the Authority and approved by the City Manager and/or City Council.

The GCA will advise the management entity as to best practices of the management and operation of the course.

**SECTION III. ADMINISTRATIVE INFORMATION**

1. Issuing Office:

The City's contact name listed herein is to be the sole point of contact concerning this RFP. Consultants shall not directly contact other personnel regarding matters concerning this RFP or to arrange meetings related to such.

1. Official Means of Communication:
All official communication from the City to consultants will be via postings the city’s website ([www.vidaliaga.gov/rfps](http://www.vidaliaga.gov/rfps)) and on the Georgia Procurement Website (https://ssl.doas.state.ga.us/gpr/index). The City Manager will post notices that will include, but not be limited to, proposal document, addenda, award announcement, etc. It is incumbent upon consultants to carefully and regularly monitor the city’s website and GA Procurement for any such postings.

c. Inquiries:

Prospective consultants may make written inquiries by e-mail before the written inquiry deadline concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after the deadline. Inquiries regarding this RFP (be sure to reference RFP number) should be referred to:

 E-Mail: noverstreet@vidaliaga.gov

Subject Line: RFP 2022002

Response to consultant inquiries will be published as addenda on the city’s website ([www.vidaliaga.gov/rfps](http://www.vidaliaga.gov/rfps)) and on the Georgia Procurement Website (https://ssl.doas.state.ga.us/gpr/index). Consultants cannot rely on any other statements that clarify or alter any specification or other term or condition of the RFP.

Should any interested consultant, sales representative, or manufacturer find any part of the listed specifications, terms and conditions to be discrepant, incomplete, or otherwise questionable in any respect, it shall be the responsibility of the concerned party to notify the City Manager of such matters immediately upon discovery.

D. Insurance: (Exhibit 4)

The successful contractor will be required to provide a Certificate of Insurance or other proof of insurance naming the City of Vidalia as "additional insured". Coverage must include COMMERCIAL GENERAL LIABILITY coverage with minimum limits of $2,000,000, and WORKER'S COMPENSATION coverage with limits in accordance with State of Georgia requirements.

COMPREHENSIVE AUTOMOBILE LIABILITY with minimum limits for bodily injury and property damage coverage of at least $1,000,000, plus an additional amount adequate to pay related attorneys' fees and defense costs, for each of Consultant's owned, hired or non-owned vehicles assigned to or used in performance of this Agreement.

The City shall be named as additional Insured for General and Auto Liability Insurance.

Awarded Consultant must present the City with proof of PROFESSIONAL LIABILITY COVERAGE with a minimum limit of $1,000,000.

E. Modification or Withdrawal of Proposals:

Proposals may be modified or withdrawn by the consultant prior to the established due date and time.

F. Minor Informalities:

Minor informalities are matters of form rather than substance evident from the response or insignificant mistakes that can be waived or corrected without prejudice to other vendors. The City Manager may waive such informalities or allow the vendor to correct them depending on which is in the best interest of the City.

G. Responsibility Determination:

The City will make awards only to responsible vendors. The City reserves the right to assess consultant responsibility at any time in this RFP process and may not make a responsibility determination for every consultant.

H. Acceptance of RFP Terms:

A proposal submitted in response to this RFP shall constitute a binding offer. The autographic signature of a person who is legally authorized to execute contractual obligations on behalf of the consultant shall indicate acknowledgment of this condition. A submission in response to this RFP acknowledges acceptance by the consultant of all terms and conditions as set forth herein. A consultant shall identify clearly and thoroughly any variations between its proposal and the RFP in the cover letter. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

I. Acceptance of Proposal Content:

The contents of the proposal (including persons specified to implement the project) of the successful contractor shall become contractual obligations into the contract award. Failure of the successful consultant to perform in accordance with these obligations may result in cancellation of the award and such consultant may be removed from future solicitations.

J. RFP Cancellation:

The City reserves the right to cancel this RFP at any time, without penalty.

K. Negotiation of Award:

In the event only one (1) responsive proposal is received by the City, the City reserves the right to negotiate the award for the services with the consultant submitting the proposal in lieu of accepting the proposal as is.

1. Contract: (Exhibit 2)

A sample copy of the contract award the City will use to contract for the services specified in this RFP is included as Exhibit 2 for your review. The attached contract is only a sample and is not to be completed at this time.

 M. RFP Response/ Material Ownership:

All material submitted regarding this RFP becomes the property of the City of Vidalia, unless otherwise noted in the RFP.

N. Incurring Costs:

The City is not liable for any cost incurred prior to issuance of a legally executed contract and/or a purchase order.

O. Non-Discrimination:

The consultant shall comply with all applicable state and federal laws, rules and regulations involving non-discrimination on the basis of race, color, religion, national origin, age or sex.

 P. News Releases:

Neither the City, nor the consultant, shall make news releases pertaining to this RFP prior to execution of the contract without prior written approval of the other party. Written consent on the City's behalf is provided by the City Manager’s Office.

Q. Certification of Independent Price Determination:

1. By submission of this proposal each consultant certifies, and in the case of a joint proposal each party, thereto certifies as to its own organization, that in connection with this procurement:
	* 1. The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other consultant or with any competitor;
		2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the consultant and will not knowingly be disclosed by the consultant prior to opening, directly or indirectly to any other consultant or to any competitor; and
		3. No attempt has been made or will be made by the consultant to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
2. Each person signing the Request for Proposal form of this proposal certifies that:

a) He/she is the person in the consultant's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to

(1.a) through (1.c) above; or

b) He/she is not the person in the consultant's organization responsible within that organization for the decision as to the prices being offered herein but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (1.a) through (1.c) above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to (1.a) through (1.c) above.

1. A proposal will not be considered for award where (1.a), (1.c), or (2.) above has been deleted or modified. Where (1.b) above has been deleted or modified, the proposal will not be considered for award unless the consultant furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the City Manager, or designee, determines that such disclosure was not made for the purpose of restricting competition.
2. The Contract Documents may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. The Contract Documents, including all component parts set forth above, may be executed and delivered by electronic signature by any of the parties and all parties consent to the use of electronic signatures.

R. Taxes:

The City of Vidalia is exempt from all federal excise taxes and all Georgia State and local government sales and use taxes. The City of Vidalia can provide a W-9 where necessary. Where applicable, contractor will be responsible for payment of use taxes.

S. Assignment and Delegation:

Neither party to any resulting contract may assign or delegate any portion of the agreement without the prior written consent of the other party.

T. Standard of Conduct:

Agents and employees of Contractor or Consultant working in City facilities shall present a clean and neat appearance. Prior to performing any work for the City, the Contractor or Consultant shall require each of their employees to wear ID badges or uniforms identifying: the Contractor or Consultant by name, the first name of their employee and a photograph of their employee if using an ID badge. Their employee shall wear or attach the ID badge to the outer garments at all times.

U. Damages for Breach of Contract:

In addition to any other legal or equitable remedy the City may be entitled to for a breach of this Contract, if the City terminates this Contract, in whole or in part, due to Contractor's breach of any provision of this Contract, Contractor shall be liable for actual and consequential damages to the City.

**SECTION IV. PROPOSAL SUBMISSION**

The following information details the response requirements for this RFP. All specific response items represent the minimum information to be submitted. Deletions or incomplete responses in terms of content or aberrations in form may, at the City's discretion, render the proposal non-responsive.

Instructions for electronic submittal. Email your RFP Response to City Manager Nick Overstreet at noverstreet@vidaliaga.gov. Submit your RFP response to this email only — please do not email to multiple people. Only emails sent to noverstreet@vidaliaga.gov will be considered as responsive to the request for proposals, Emails sent to other City emails may be considered as non-responsive and may not be reviewed.

Proposals shall be submitted in a single Microsoft Word or PDF file under 20MB.

The RFP number and Project name must be noted in the subject line, otherwise the proposal may be considered as non-responsive to the RFP.

Electronic submittals will be held, unopened, until the time and date noted in the RFP documents or posted addenda.

To facilitate the evaluation, consultant shall submit and organize all responses in the same order as listed in Section V. Proposals that are determined to be at a variance with this requirement may not be accepted. The City only accepts proposals via email.

Late proposals will not be accepted. It is the responsibility of the consultant to ensure that the proposal is received in the City Manager’s Office on or before the proposal due date and time.

**SECTION V. RESPONSE FORMAT**

The following items are to be included in your proposal, in the order listed. Deviation from this may render your proposal non-responsive.

1. Cover Letter. Include a cover letter introducing your company, summarizing your qualifications, and detailing any exceptions to this RFP (please note that significant exceptions may make your proposal non-responsive). This letter should also provide principal contact information for this RFP, including address, telephone number, fax number, e-mail, and website (if applicable).
2. Use of Subcontractors/Partners. There may be areas for use of subcontractors or partners in this project. If you are utilizing this approach, your proposal must list the subcontractors/partners, their area(s) of expertise, and include all other applicable information herein requested for each subcontractor/partner. Please keep in mind that the City will contract solely with your company, therefore subcontractors/partners remain your sole responsibility.

C. Minimum Mandatory Qualifications. Include an itemized description of how your company meets each of the minimum mandatory qualifications outlined in Section II, B. Failure to meet or exceed these requirements will disqualify your response.

D. Company Information

* 1. Provide the following information as listed: Company Name, Address, Phone Number, and Names of Principals.
	2. Identify the year in which your company was established and began providing consulting services.
	3. Describe any pending plans to sell or merge your company.
	4. Provide a comprehensive listing of all the services you provide.
1. Evaluation Criterion #1 - Company and Personnel Qualifications
	1. Describe your customer service philosophy.
	2. Provide information from at least three accounts of similar scope. Include, at a minimum, the following information: 1) company name, 2) contact name, 3) phone number, 4) fax number, 5) e-mail address, 6) brief description of project scope and value, 7) status of project. The City reserves the right to contact the references provided in your proposal as well as other references without prior notification to you.
	3. List the number of people that you can commit to working on this project and the amount of time each is expected to spend on the project. (i.e., timber harvesting/cruising, i.e. - irrigation design, landscape design, etc.)
	4. Provide the names and resumes of the key personnel that will be performing the proposed services, including the primary project manager.
	5. List the names of the subcontractors you expect to use, the services to be provided by the subcontractors and the amount of time that each is expected to spend on the project. Also, include the names and resumes of the key subcontractor personnel who will be working on the project.
	6. Provide a specific timeline or schedule for the work. (Spell out mile marks if needed. Example: including development of preliminary design & cost estimates, meetings with City staff, completion of final design, cost estimates and bidding documents.) Show milestones and completion dates on the schedule.
	7. Describe the methods and timeline of communication your firm will use with the City Manager, other involved City staff, and other interested parties.

Evaluation Criterion #2 — e.g., Approach to Scope of Work

* 1. Describe any project approaches or ideas that you would apply to this project and that you feel would enhance the quality of your services.
	2. Describe how the team will handle quality control, specifically how design issues would be monitored and resolved, plans checked and cross-referenced and bid documents ensured to be complete, accurate, and coordinated with subcontractors.

Evaluation Criterion #3 - e.g., Value/Cost of Efforts

1. Provide a cost for the consulting services and products broken down per task listed under the Scope of Services, above. Show a breakdown of all reimbursable expenses required to complete the work. If applicable, the subcontractors' costs must be shown as separate items. Also, provide hourly rates for your firm and the total costs for subcontractors to do their portion of the project. These rates will be considered valid throughout the project.

1. Proposal Acknowledgement: (Exhibit 1)

Include this form as provided in Exhibit 1.

**SECTION VI. EVALUATION AND AWARD**

A. Proposal Evaluation

All proposals submitted in response to this RFP will be evaluated by city administration in accordance with the criteria described below. Total scores will be tabulated, and the highest ranked firm will enter into negotiations.

If the City requests presentations by short-listed consultants, committee members may revise their initial scores based upon additional information and clarification received in this phase. Please note that presentations have been tentatively scheduled per the Schedule of Events on the first page of this RFP. If your company is invited to give a presentation to the committee, these dates may not be flexible.

In preparing responses, consultants should describe in detail how they propose to meet the specifications as detailed in the previous sections. Specific factors will be applied to proposal information to assist the City in selecting the most qualified consultant for this contract. Following is the evaluation criteria that will be used. Criteria will be assigned a points value.

1. Knowledge & Experience – Up to 35 Points
2. Approach to Scope of Work – Up to 25 Points
3. Cost of Efforts – Up to 40 Points

A presentation and/or demonstration may be requested by short-listed consultants prior to award. However, a presentation/demonstration may not be required, and therefore, complete information should be submitted with your proposal.

B. Determination of Responsibility of the Consultant

The City of Vidalia awards contracts to responsible vendors only. The City reserves the right to make its consultants responsibility determination at any time in this RFP process and may not make a responsibility determination for every consultant.

EXHIBIT 1

PROPOSAL ACKNOWLEDGEMENT

The consultant hereby acknowledges receipt of addenda numbers  through

Falsifying this information is cause to deem your proposal nonresponsive and therefore ineligible for consideration. In addition, falsification of this information is cause to cancel a contract awarded based on one or both of the above preferences.

By signing below, you agree to all terms & conditions in this RFP, except where expressly described in

 your cover letter.

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Original Signature by Authorized Officer/Agent Company Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Type or Printed Name of Person Signing Phone Number

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title Proposal Valid Until (At Least 90 days)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Vendor Mailing Address Website Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address

Project Manager:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name (Printed) Phone Number

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Vendor Mailing Address Fax Number

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address

EXHIBIT 2
SAMPLE CONTRACT

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

RFP 2022-002

Golf Course Design

This Contract is made as of by and between the City of Vidalia, Vidalia,

 Georgia, hereinafter referred to as the CITY, and Vendor Name authorized to do business in the

State of Georgia, hereinafter referred to as the CONSULTANT, whose address is Vendor Address.

In consideration of the mutual promises contained herein, the CITY and the CONSULTANT agree as follows:

## ARTICLE 1 - SERVICES

The CONSULTANTS responsibility under this Contract is to provide professional/consultation services in the area of Summary of Services Providing.

More specifically, the scope of services is attached. The services of the CONSULTANT shall be under the direction of the Project Manager who has been designated by the Director of Name of Department to act as the CITY'S representative during the performance of this Contract.

## ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services upon execution of the Contract and complete all services on or before Completion Date, in conjunction with the attached schedule.

## ARTICLE 3 - PAYMENTS TO CONSULTANT

1. The CITY shall pay to the CONSULTANT for services satisfactorily performed, based on sum not to exceed Bid Amount, which includes all direct charges, indirect charges, and reimbursable expenses stated in the attached document. The CONSULTANT will bill the CITY on a monthly basis or as otherwise provided for services rendered toward the completion of the Scope of Work. The amounts billed shall represent the sum of billable time (including overhead and profit) for labor hours expended plus any other allowable costs and expenses for services stated in the attached document. The CONSULTANT shall track expenditures and inform the CITY of any possible cost overrun prior to completing work that would overrun the maximum contract sum. The CITY may choose to increase the budget for the work using a mutually acceptable contract amendment or it may choose not to increase the budget and terminate the work accordingly.
2. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the City Manager, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Director for payment.

## ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this contract are accurate, complete, and current as of the date of this Contract. The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to outside consultants. The CITY shall exercise its rights under this "Certificate" within one (1) year following final payment.

## ARTICLE 5 - TERMINATION

This Contract may be terminated by the CONSULTANT upon 30 days' prior written notice to the CITY in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated by the CITY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY the CONSULTANT shall:

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
3. Transfer all work in process, completed work, and other material related to the terminated work to the CITY.
4. Continue and complete all parts of the work that have not been terminated.

The CONSULTANT shall be paid for services actually rendered to the date of termination.

## ARTICLE 6 - PERSONNEL

The CONSULTANT represents that it has, or will, secure at its own expense all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required herein under shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in the proposal for the work, must be made known to the CITY'S representative and written approval granted by the CITY before said changes or substitutions can become effective.

The CONSULTANT declares that all services shall be performed by skilled and competent personnel to the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

## ARTICLE 7 - SUB-CONSULTANT

The CITY reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and to inspect all facilities of any sub-consultants in order to make a determination as to the capability of the sub-consultant to perform properly under this Contract.

The CONSULTANT is encouraged to seek minority and women business enterprises for participation in sub-contracting opportunities.

If a sub-consultant fails to perform or make progress, as required by this Contract, and it is necessary to replace sub-consultant to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new sub-consultant by the CITY.

## ARTICLE 8 - FEDERAL AND STATE TAX

The CITY is exempt from payment of Georgia State Sales and Use Taxes. The CITY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to their suppliers for materials used to fulfill contractual obligations with the CITY, nor is the CONSULTANT authorized to use the CITY'S tax exemption number in securing such materials.

The CONSULTANT shall be responsible for payment of his/her own FICA and Social Security benefits with respect to this Contract.

## ARTICLE 9 - INSURANCE

 The CONSULTANT shall not commence work under this Agreement until he/she has obtained all insurance required under this paragraph and such insurance has been approved by the CITY.

1. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Georgia. The CONSULTANT shall furnish Certificates of Insurance to the CITY prior to the commencement of operations. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without ten (10) days prior written notice to the CITY. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligations under this Contract.
2. The CONSULTANT shall maintain, during the life of this Contract, professional liability insurance (errors and omissions) in the amount of $1,000,000 per occurrence to protect the CONSULTANT of claims for damages for negligent acts, errors or omissions in the performance of professional services under this Contract, whether such acts, errors or omissions be by the CONSULTANT or by anyone directly employed by or contracting with the CONSULTANT.
3. The CONSULTANT shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the amounts of $1,000,000 combined single limit bodily injury and $50,000 property damage to protect the CONSULTANT from claims for damages for bodily injury, including wrongful death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations by the CONSULTANT or by any directly or indirectly employed by the CONSULTANT.
4. The CONSULTANT shall maintain, during the life of this Contract, adequate Workmen's

Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees performing work for the CITY pursuant to this Contract.

1. All insurance, other than Workmen's Compensation and Professional Liability, is to be maintained by the CONSULTANT shall specifically include the CITY as an "Additional Insured".

## ARTICLE 10 - INDEMNIFICATION

The CONSULTANT shall indemnify and save harmless the CITY, its agents, servants, and employees from and against any and all claims, liability, demands, losses, and/or expenses resulting from any negligent act or omission of the CONSULTANT, its agents, servants, sub- consultant, suppliers or employees in the performance of services under this Contract. Such duty to indemnify and save harmless the CITY shall be for an amount represented by the degree or percentage of negligence or fault attributable to the CONSULTANT its agents, servants, sub-consultants, suppliers or employees. If the CONSULTANT is providing architectural, engineering, design, or surveying services, the obligation to indemnify and pay costs, expenses, and attorneys' fees, is limited to the amount represented by the degree or percentage of negligence or fault attributable to the CONSULTANT, or the CONSULTANT'S agents, representatives, employees, servants, sub-consultants, or suppliers as determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the Consultant and the City. The CONSULTANT'S indemnification obligation shall not be construed to extend to any injury, loss, or damage caused by the City's own negligence.

## ARTICLE 11 - SUCCESSORS AND ASSIGNS

The CITY and the CONSULTANT each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the CITY nor the CONSULTANT shall assign, sublet, convey, or transfer its interest on this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer of agent of the CITY which may be party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONSULTANT.

## ARTICLE 12 - REMEDIES

This Contract shall be governed by the laws of the State of Georgia. Any and all legal action necessary to enforce the Contract will be held in Toombs County and the contract will be interpreted according to the laws of Georgia. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

## ARTICLE 13 – GEORGIA LAW

The Georgia Law shall prevail as the basis for contractual obligations between the CONSULTANT and the CITY for any terms and conditions not specifically stated in this Contract.

## ARTICLE 14 - CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Georgia Statutes and ordinances of the City of Vidalia. The CONSULTANT further represents that no person having any interest shall be employed for said performance.

The CONSULTANT shall promptly notify the CITY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANTS judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CONSULTANT. The CITY agrees to notify the CONSULTANT of its opinion by certified mail within 30 days of receipt of notification by the CONSULTANT. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the CITY shall so state in the notification and the CONSULTANT shall, at his/her option, enter into said association, of interest with respect to services provided to the CITY by the CONSULTANT under the terms of this Contract.

## ARTICLE 15 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the CONSULTANT'S control and without its fault or negligence. Such causes may include, but are not limited to: acts of God; the CITY'S omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. If failure to perform is caused by the failure of the CONSULTANT'S subconsultant(s) to perform or make progress, and if such failure arises out of causes reasonably beyond the control of the CONSULTANT and its sub-consultant(s) and is without the fault or negligence of either of them, the CONSULTANT shall not be deemed to be in default.

Upon the CONSULTANT'S request, the CITY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANTS failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time.

## ARTICLE 16 - ARREARS

The CONSULTANT shall not pledge the CITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

## ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the CITY for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the CITY under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the CITYS prior written consent unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased, under this Contract or at the CITY'S expense shall be and remain the CITYS property and may be reproduced and reused at the discretion of the CITY. The CITY shall indemnify and hold CONSULTANT harmless for any claim or liability arising from any use or reuse of the documents for any purpose other than the project and scope of work for which they were prepared.

## ARTICLE 18 - INDEPENDENT CONSULTANT RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, as Independent Consultant, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANTS relationship and the relationship of its employees to the CITY shall be that of an independent CONSULTANT and not as employees or agents of the CITY.

The CONSULTANT does not have the power or authority to bind the CITY in any promise, agreement, or representation other than specifically provided for in this agreement.

## ARTICLE 19 - CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that is has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

## ARTICLE 20 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Contract. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CITY'S cost, upon five (5) days written notice.

## ARTICLE 21 - NONDISCRIMINATION

The CONSULTANT declares and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age, or national origin

## ARTICLE 22 - SURVIVAL

All covenants, agreements, representations, and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

## ARTICLE 23 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

## ARTICLE 24 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

## ARTICLE 25 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and declares that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

## ARTICLE 26 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to person or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

## ARTICLE 27 - AMENDMENTS AND MODIFICATION

No amendment and/or modifications of this Contract shall be valid unless in writing and signed by each of the parties.

The CITY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the CITY'S notification of a contemplated change, the CONSULTANT shall (1) if requested by CITY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY in writing if the contemplated change shall effect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Work affected by a contemplated change, pending the CITY'S decision to proceed with the change.

If the CITY elects to make the change, the CITY shall issue a Contract Amendment or Change Order and the CONSULTANT shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

## ARTICLE 28 - COMPLIANCE WITH STATE LAW

 By signing this Agreement, the CONSULTANT certifies that at the time of the Certification, it does not knowingly employ or contract with any Illegal alien who will perform work under this Contract.

B By signing this Agreement, the CONSULTANT certifies that it shall not knowingly employ or contract with any illegal aliens to perform work under this contract; nor enter into a contract with any sub-consultant that knowingly employs or contracts with an illegal alien to perform work under this contract.

C CONSULTANT has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in the E-Verify program.

1. The CONSULTANT is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.
2. By signing this agreement the CONSULTANT affirmatively acknowledges that if the CONSULTANT obtains actual knowledge that a sub-consultant performing work under the public contract for services knowingly employs or contracts with an illegal alien, the CONSULTANT shall be required to:
	1. notify the sub-consultant and the contracting state agency or political subdivision within three days that the CONSULTANT has actual knowledge that the sub- consultant is employing or contracting with an illegal alien; and
	2. terminate the subcontract with the sub-consultant if within three days of receiving the notice required pursuant to sub-subparagraph (i) of this subparagraph the sub-consultant does not stop employing or contracting with the illegal alien; except that the CONSULTANT shall not terminate the contract with the sub- consultant if during such three days the sub-consultant provides information to establish that the sub-consultant has not knowingly employed or contracted with an illegal alien.

 The CONSULTANT shall comply with all reasonable requests made in the course of an investigation by the State of Georgia.

1. The CONSULTANT shall, within twenty days after hiring an employee who is newly hired for employment to perform work under this contract, affirm that the CONSULTANT has examined the legal work status of such employee, retained file copies of the Documents required by State Law, and not altered or falsified the identification documents for such employees The CONSULTANT shall provide a written notarized copy of the affirmation to the CITY.
2. If CONSULTANT violates any provision of this Contract pertaining to the duties imposed by State Law the CITY may terminate this Contract. If this Contract is so terminated, CONSULTANT shall be liable for actual and consequential damages to the CITY arising out of CONSULTANT'S violation of State Law.

I By signing this Agreement, the CONSULTANT certifies that it shall in all respects comply with the provisions of State Law, et seq.

## ARTICLE 29 - ELECTRONIC SIGNATURES

The Contract Documents may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. The Contract Documents, including all component parts set forth above, may be executed and delivered by electronic signature by any of the parties and all parties consent to the use of electronic signatures.

## ARTICLE 30 - FORCE MAJEURE

To the extent that either party is not able to perform an obligation under this Agreement due to fire; flood; acts of God; severe weather conditions; strikes or labor disputes; war or other violence; acts of terrorism; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, or other cause beyond that Party's reasonable control, that Party may be excused from such performance so long as such Party provides the other Party with prompt written notice describing the condition and takes all reasonable steps to avoid or remove such causes of nonperformance and immediately continues performance whenever and to the extent such causes are removed.

## ARTICLE 31 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

City of Vidalia

Project Representative Information

Vidalia, GA 30474

Phone: 912
Fax: 912

and if sent to the CONSULTANT shall be mailed to:

Vendor Information
Phone:
Fax:
Email:

IN WITNESS WHEREOF, the parties have made and executed this Contract and have hereunto set his/her hand the day and year above written.

|  |  |
| --- | --- |
| City of Vidalia, GeorgiaApproved as to Substance | Vendor Name |



|  |  |
| --- | --- |
| Mayor –Doug P. Roper, III | By |



 Reviewed as to Legal Form Title

OFFICE OF THE CITY ATTORNEY
By:

City Attorney – Justin Franklin

Certification of Contract/Funds Availability

Director of Finance – Amy Murray

|  |  |
| --- | --- |
|  ACORD CERTIFICATE OF LIABILITY INSURANCE | DATE (MM/DDNYYY) 05/14/2013 |
| THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THISCERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. |
| IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). |
| PRODUCERABC Insurance CompanyP. O. Box 1234Anywhere, USA | ONAME; |
| PHONE(AIC. No.  |
| E-MAILADDRESS:PRODUCERCUSTOMER |
| INSURER(S) AFFORDING COVERAGE | NAIC # |
| INSUREDSample Certificate | INSURER A : Financial Rating of A |  |
| INSURER B : |  |
| INSURER C |  |
| INSURER D : |  |
| INSURER E : |  |
| INSURER F : |  |

EXHIBIT 3

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

|  |
| --- |
| THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIODINDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.INSR DDL BR PO CY EFF POLICY EXP |
|  | TYPE OF INSURANCEGENERAL LIABILITY | NSR  | vn | POLICY NUMBER | MM/OO'YYYY |  | LIMITSEACH OCCURRENCE | $1 .ooo.ooo |
| X  | COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCURAGGREGATE LIMIT APPLIES PER: | DA AGE TOPREMISES (EaMED EXP (Any one person) | $100,000 |
| $5,000 |
|  | PERSONAL & ADV INJURY | $1.ooo.ooo |
|  | GENERAL AGGREGATE |  |
| GEN'L  | PRODUCTS - COMP/OP AGG |  |
|  | POLICY |  |  |  | LOC |  |  |
|  | AUTOMOBILE LIABILITY |  |  |  |  |  | COMBINED SINGLE LIMIT(Ea accident) | 1 .ooo.ooo |
| X  | ANY AUTOALL OWNED AUTOSSCHEDULED AUTOSHIRED AUTOSNON-OWNED AUTOS | BODILY INJURY (Per person) |  |
|  | BODILY INJURY (Per accident) |  |
|  | PROPERTY DAMAGE(Per accident) |  |
| X  |
| X  |  |  |
|  |  |  |
|  |  | UMBRELLA LIAB EXCESS LIAB |  | OCCURCLAIMS-MADE |  |  |  |  |  | EACH OCCURRENCE |  |
|  |  | AGGREGATE |  |
|  | DEDUCTIBLE |  |  |
|  | WORKERS COMPENSATIONAND EMPLOYERS' LIABILITYANY PROPRIETOR/PARTNER/EXECIJTIVE |  |  |  |  |  | xEL.  | WC STATU- OTHTORY I IMITREACH ACCIDENT | 5100.000$100 000 |
| OFFICER/MEMBER EXCLUOEO?(Mandatory in NH)If yes, describe underDFSCRIPTION OF OPERATIONS below |  | EL DISEASE - EA EMPLOYE |
|  | EL. DISEASE - POLICY LIMIT | s500.ooo |
|  |  |  |  |  |  |  |  |
| DESCRIPTION OF OPERATIONS 1 LOCATIONS 1 VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space Is required)City of Vidalia is named as Additional Insured on General Liability. Waiver of subrogation is included onWork Compensation. This insurance is primary and noncontributory to insurance policies held by the City |

CERTIFICATE HOLDER CANCELLATION

|  |  |
| --- | --- |
| City of Vidalia114 Jackson StreetVidalia, GA 30474 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| AUTHORIZED REPRESENTATIVE |

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ACORD 25 (2009/09) 1 of 1 The ACORD name and logo are registered marks of ACORD #S7863731M786364 DSM

EXHIBIT 4

Golf Course Design

Debarment/Suspension Certification Statement

The proposer certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal, State, County, Municipal or any other department or agency thereof. The proposer certifies that it will provide immediate written notice to the City if at any time the proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstance.

DUNS # (Optional)

Name of Organization Address Authorized Signature

Title

Date

EXHIBIT 5

INSERT RENDERING OF POTENTIAL COURSE LAYOUT AREA