



# Mayor and City Council Worksession

Thursday, January 05, 2023 at 6:00 PM

Dacula City Hall, Council Chambers

442 Harbins Rd. | P.O. Box 400 | Dacula, Georgia 30019 | (770) 963-7451

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## Agenda

### **CALL TO ORDER AND ROLL CALL OF MEMBERS:**

### **OLD BUSINESS:**

### **NEW BUSINESS:**

- [1.](#) Discussion of Mayor and Council Appointments for 2023
- [2.](#) Request for proposal - Janitorial services
- [3.](#) Request for proposal - Dacula's 2050 Comprehensive Plan
- [4.](#) Dacula Crossing improvement proposal
- [5.](#) Refund authorization request

### **DEVELOPMENT UPDATE:**

### **MEMBER COMMENT(S) / QUESTION(S):**

### **ADJOURNMENT:**

**TO:** Mayor and City Council of the City of Dacula  
**FROM:** Brittni Nix, Director of Planning & Economic Development  
**DATE:** December 29, 2022  
**SUBJECT:** Appointments by the Mayor and City Council

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The following appointments are required during the January 5, 2023 Council Meeting for the 2023 calendar year.

- Mayor Pro Tem (Current: Sean Williams)
- Planning Commission Members
  - o Monica Francis (Trey King, Mayor)
  - o Gene Greeson (Denis W. Haynes, Jr., Councilmember)
  - o Mark Chandler (Ann Mitchell, Councilmember)
  - o Lisa Bradberry (Danny Spain, Councilmember)
  - o Myra Montalbano (Sean Williams, Councilmember)
- Department oversight(s)
  - o Full Council
- City Legal Services (Jack Wilson at \$175.00/hr.)
- City Prosecutor (Jack Wilson at \$175.00/hr.)
- Municipal Judge (Bill Brogdon and Jammie Taire at \$200.00/hr.)
- City Chaplain (Pastor Mark Chandler)

Best Regards,

Brittni Nix, Director of Planning & Economic Development

## *Request for Proposal* For Janitorial Services

1. **INTRODUCTION:** The City of Dacula is located in eastern Gwinnett County. The City is located approximately thirty-seven miles northeast of Atlanta and approximately thirty-four miles west of Athens. Dacula encompasses approximately five square miles. As reported by the U.S. Census, the City's 2022 population is 7,008. The City is accessible to the regional transportation routes Georgia Highway 316 and U.S. 29. Dacula has developable land available at reasonable prices, a factor that continues to attract new residential development to the area and is what the City is using to help target other types of development as well.
2. **GENERAL DESCRIPTION:** The City of Dacula will be seeking qualified, experienced, and licensed Janitorial Contractors with demonstrated skills and experience in providing a janitorial services proposal for City offices and select buildings along with all other work necessary to complete the said services in accordance with the terms of this Request for Proposal ("RFP") and any resulting contract.

The City of Dacula has found the need for Janitorial Services for the following City complexes:

- City Hall, 442 Harbins Road, one story, 8,700 total square feet
- Public Works Facility, 2600 Drowning Creek Road, 884 square feet

The intent of this request for proposal and resulting contract is to obtain the best services of qualified janitorial service contractors to provide all management, supervision, labor, materials, equipment, and supplies as necessary to provide janitorial cleaning services except as provided under these Specifications.

3. **SCOPE OF WORK:** The City of Dacula will provide and stock the following supplies:

- A. Trash can liners for receptacles
- B. Hand towels
- C. Hand soap
- D. Toilet paper

- Contractor shall use cleaning agents approved by the City.
- All employees are to be bonded and insured.
- Cleaning services are to be provided as follows:
  - a) City Hall – Services shall be provided once weekly.
  - b) Public Works – Services shall be provided once weekly.

- Office hours for City Hall are between 8:30am – 5:00pm Monday through Friday.

Janitorial Services

Initials \_\_\_\_\_

- Hours of operation for the Public Works facility are between 7:00am – 3:30pm Monday through Friday.
- Specific days and times of service will be decided upon at contract signing
- Contractor will be required to coordinate cleaning with regular scheduled City meetings as scheduled on the City of Dacula website (<https://www.daculaga.gov/>).
- No cleaning will be required on City holidays. See website for holidays. Holidays falling on a Sunday will be observed on the following Monday and holidays falling on a Saturday will be observed on a preceding Friday.
- At any time during the term of the contract, the City of Dacula reserves the right to adjust the cleaning specifications attached. The City understands that additional work shall be estimated and priced prior to performance.
- Unreasonable estimates shall be deemed cause to terminate this contract.

The contractor will, as a part of this agreement, be expected to work closely with the City of Dacula in resolving any and all problems resulting during the term of this agreement.

#### 4. SPECIFICATIONS

##### A. Bathrooms

- Sweep and wet mop bathroom floors using hospital grade cleaner/disinfectant.
- Clean wall ceramic around urinals.
- Clean toilet and urinal partitions.
- Clean and disinfect toilets, urinals, sinks, mirrors, countertops, and plumbing fixtures.
- Stock hand soap, hand towels, and toilet paper.
- Damp wipe with disinfectant entire surface areas of tiled and vinyl wall sections monthly or as needed.
- Remove hard water deposits, mold, mildew, soap film from all tiled floors and walls monthly or as needed.

##### B. Floors

- Sweep and wet mop all floors in public entryways, hallways, and kitchen/break rooms.
- Vacuum all carpeted areas.
- Spot clean carpet as needed.
- Dust and clean baseboards of dust, dirt, and smudges monthly or as needed.
- Vacuuming to include all offices, file rooms, conference rooms, council chambers, and waiting areas.

##### C. Kitchen/Break Rooms

- Clean countertops, tabletops, sinks, microwaves, and refrigerator exteriors once a week.
- Spot clean wall coverings as needed.

##### D. Lobbies

- Clean and disinfect drinking fountains

##### E. Entryways

- Clean both sides of door glass.
- Clean and polish doorframes, kick plates, thresholds, and hardware.
- Sweep/blow leaves and debris from exterior of entryways.

F. Conference Rooms, Offices, Council's Chambers, and Waiting Areas

- Dust and polish desks, credenzas, tables, bookshelves, and all other furniture.
- Clean and disinfect phones.
- Dust computers and clean keyboards, monitors, and mouse's weekly or as needed. Monitors shall be cleaned with an appropriate product designed for such purposes.
- Clean and disinfect all door hardware.
- Vacuum furniture monthly or as needed.
- Clean marks and stains from furniture as needed.

G. High Dusting and Cleaning

- Dust door frames, moldings, pictures, windowsills, doorframes, cabinet tops, and appliance tops monthly or as needed. Wall corners shall have no cobwebs.
- Dust and clean window blinds and interior shutters monthly or as needed.
- Clean inside windows twice monthly.
- Clean overhead light fixtures of bugs, dirt, and dust build up as needed.

H. Trash/Recycling Pickup

- Empty all trash containers and dispose of garbage in City garbage carts.
- Replace soiled trashcan liners as needed.

I. Construction Cleaning, as needed

- Cleaning to mitigate on-going construction within City facilities may be required. Additional costs for subject services will be a separate contact and should not be included with the Bid.

**5. FAMILIARIZATION WITH SCOPE OF WORK:** Before submitting a proposal, each Respondent shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Respondent shall be responsible for fully understanding the requirements of this RFP and the resulting contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of this RFP and resulting contract requirements. The submission of a proposal will constitute a representation of compliance by the Respondent. There will be no subsequent financial adjustment, other than that provided by the resulting contract, for lack of such familiarization.

**6. PERFORMANCE PERIOD:** The work shall begin within ten (10) days after the contract signing without unreasonable delay and without suspension of work unless authorized in writing by the City. Unless adversely affected by the previous statement, the Performance Period shall run from March 31, 2023 through March 31, 2024. The specifications are based on requirements to ensure that the lowest practical cost and highest practical quality of services are obtained at quality prices using the latest technology. **The City of Dacula will not honor or consider any price increase, fuel surcharge, or add-on cost during the established performance period. Contractors must submit firm fixed pricing.**

**7. BASIS OF AWARD:** Award of proposal shall be made based on technical capability, determination, qualifications, experience, price, and where applicable, responsiveness, operating costs, delivery time, requirements, performance data, and guarantees of materials and equipment. The City Designated Evaluators shall weigh these factors from each Respondent and be the sole judge as to the relative merits of each Respondent.

NOTE: Although pricing will weigh heavily in the award of this contract, Respondents will have to meet lead-time, service, and quality criteria to be considered a “responsible” Respondent who is eligible for award. In the event the Respondent wishes to provide items specified above and beyond the stated requirements of this proposal at “no cost” to the City of Dacula, these services should be identified and included in the proposal response.

**8. REGULATORY REQUIREMENTS:** The Contractor/Subcontractors shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, including those of OSHA and EPA, pertaining to the performance of the work specified herein. Ignorance on the part of the Contractor shall not, in any way, relieve the Contractor from responsibility for compliance with said laws and regulations or any of the provisions of these documents.

The Contractor/Subcontractors shall hold all licenses, permits, and certifications as may be required by federal, state, and local laws, ordinances, rules, and regulations for the proper execution and completion of the work specified herein. **Copies shall be provided to the City with the response submission.**

The Contractor shall be required to obtain all necessary permits and meet the applicable federal, state, and/or local laws, ordinances, rules, regulations, and/or requirements for erosion and sedimentation control, as defined in City Codes and Ordinances. In addition, any required permanent stabilization shall be performed if required.

**9. SAFETY AND PROTECTION:** The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connections with the work.

The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to all employees on the work site, other persons including, but not limited to, the general public and property which/who may be affected thereby.

All materials, tools, equipment, and the like shall be removed daily or safely stored. The City of Dacula **is not responsible** for theft or damage to the Contractor’s property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there are any questions, the City’s designated representative assigned to this project will be consulted.

**10. WORK REQUIREMENTS:** The Contractor agrees to furnish and deliver all the materials authorized by the City and to do and perform all the work and labor for said project. The work and materials shall be in strict and entire conformity with the plans and specifications agreed upon and submitted.

The work shall be done in accordance with all applicable federal, state, and/or local laws, ordinances, rules, and/or regulations, including those of OSHA and the EPA, under and to the entire satisfaction of the City. The decision of the City’s designated representative upon any question connected with the execution or fulfillment of the proposed agreement and interpretation of the specifications or upon any failure or delay in the prosecution of the work by the Contractor shall be final and conclusive.

Neither the Contractor(s) nor his/her employees and/or subcontractors shall be considered employees of the City of Dacula. The method and manner of performance of such undertakings shall be under the exclusive control of the Contractor(s). The City shall have the right to inspect such undertakings at any time without prior notification.

All work shall be coordinated with the City’s designated representative. Any changes to the established schedule must have prior approval of the City’s designated representative. At any time during the term of the contract, the City of Dacula reserves the right to adjust the specifications attached. The City understands that additional work shall be estimated, priced, and approved by the City’s designated representative prior to performance. No material changes in the scope, character, complexity, or duration of the project from those required under the agreement shall be allowed without the execution of a written amendment to the contract between the City and Contractor. Unreasonable estimates shall be deemed cause to terminate the contract. The Contractor will, as a part of the contract, be expected to work closely with the City of Dacula in resolving any and all problems resulting during the term of the contract.

The work of the Contractor is considered personal by the City. The Contractor agrees not to assign, sublet, or transfer any or all of its interest in this agreement without prior written approval of the City. The City reserves the right to review and approve all subcontracts prepared in connection with the agreement, and the Contractor agrees that it shall submit to the City proposed subcontract documents together with sub-contractor cost estimates for the City’s review and written concurrence in advance of their execution. The City reserves the right to approve any proposed subcontractor. Any subcontractor not approved by the City shall not work on the project.

**11. WORK COMPLETION:** At the completion of the work, the Contractor shall remove all waste materials, and debris from, and about the premises as well as all tools, equipment, and surplus materials and leave the site clean and ready for use and occupancy.

**12. EXAMINATION OF CONTRACT DOCUMENTS AND SITE OF WORK:**

All Respondents are required to examine carefully the site of the proposed work and the specifications and it is mutually agreed that the submission of a proposal shall be prima fascia evidence that the Respondent has made such examination and has judged for and satisfied himself as to the conditions to be encountered and as to the character, quality, and quantities of work to be performed and materials to be furnished.

Respondents shall also familiarize themselves with and shall comply with the requirements of all federal, state, and/or local laws, rules, regulations and/or ordinances which may directly or indirectly affect the work, prosecution of the work, persons engaged in or employed on the work, or the materials or equipment used in the work. No adjustments or compensations will be allowed for losses caused by failure to comply with the above requirements.

**13. QUALIFICATIONS:** The Contractor shall be fully equipped, staffed, certified, and licensed for the work performed. Copies of all applicable licenses shall be provided with the proposal.

- Contractor shall own or have access to all equipment and instrumentation required for work performed under the contract, and that equipment and instrumentation shall be available for the duration of the contract.
- All employees of the Contractor shall have knowledge and experience including all applicable current licenses, certifications, and permits necessary to perform assigned duties under the contract.

- Any employee of the Contractor, who in the opinion of City is incompetent or whose conduct becomes detrimental to work or safety shall be immediately removed from association with the contract upon the City's request.

**14. REQUESTED CONTENT:** All questions must be answered and the data given must be clear and comprehensive. Add separate sheets if necessary. The written request should provide background information about the company, its employees, and its experience with related projects and related clients (especially governmental). This statement shall be submitted with proposal.

- a. Name of Respondent
- b. Permanent Main Office Address, Email Address, and Pertinent Phone Numbers
- c. How long (years) has your firm been in business under your present name; also state names and dates of previous firm names, if any? Where Organized?
- d. Attach a list of your employees with job titles, responsibilities, and years of experience as they relate the requirements of this proposal document.
- e. Contracts on hand; (schedule these, showing gross amount of each contract and the approximate anticipated dates of completion).
- f. General character of work performed by your company.
- g. Have you ever failed to complete any work awarded to you? If so, where and why?
- h. Have you ever defaulted on a contract? If so, where and why?
- i. List the most important contracts recently executed by your company, stating approximate cost for each, timeframe, and the month and year completed.
- j. List any subcontractors whom you would expect to use for the contract.

**15. REFERENCES:** The Contractor must provide at the time of proposal opening a list of contact numbers, addresses, and a contact person from five (5) jobs completed or still in effect for at least a year having similar specifications within the metro Atlanta area.

**16. ADDITIONAL INFORMATION:** Please provide any additional information the Respondent believes to be relevant to the selection efforts of the City of Dacula.

## Instructions to Respondents

*These instructions shall bind Respondents to the terms and conditions herein set forth, except as specifically qualified in special proposal and contract terms issued with any individual request. Respondents are required to carefully read and follow the procedures outlined in this proposal. Through the submittal of the proposal, the Respondent acknowledges that it has read, understands, and agrees to be bound by and fulfill the requirements, terms, and conditions of the RFP, unless exceptions are expressly made in writing.*

**17. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:** For purposes of this solicitation, the following definitions shall apply:

**City:** The City of Dacula, Georgia

**Contract:** The legal agreement executed between the City and the Contractor.

**Contractor/Consultant:** The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded the contract by the City.



**Mayor:** The executing authority for the City, who upon authorization, may sign contracts and amendments thereto on behalf of the City.

**May:** Indicates something that is not mandatory but permissible.

**Respondent:** An individual, partnership, corporation, or entity who submits a proposal in response to this RFP.

**Shall, Will, Must:** Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of a proposal as non-responsive.

**Should:** Indicates something that is recommended but not mandatory. If the Respondent fails to provide recommended information, the City may, at its sole option, ask the Respondent to provide the information or evaluate the proposal without the information.

**18. PRE-BID MEETING:** A non-mandatory Pre-Bid Conference will be held at **2:00pm EST, Tuesday, February 14, 2023** at the City of Dacula City Hall to view City Hall facilities, discuss and clarify any questions regarding the RFP. The Public Works facility is located at a separate location and can be available to view after the Pre-Bid Conference held at City Hall.

**19. OPENING LOCATION, DATE, AND TIME:** This proposal shall be opened at **2:00pm EST, Tuesday, February 21, 2023** at the City of Dacula City Hall, 442 Harbins Road, Dacula Georgia, 30019. Through the submission of this proposal, the Respondent acknowledges that it has read, understands, and agrees to be bound by and fulfill the requirements, terms, and conditions of the solicitation, unless exceptions are expressly made in writing.

**20. INQUIRIES:** Each Respondent shall examine all proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to the proposal shall be made in writing to City of Dacula Planning and Development Department at City Hall by either delivery or email at [brittni.nix@daculaga.gov](mailto:brittni.nix@daculaga.gov). Such request shall be in writing and shall be made not less than seventy-two (72) hours prior to the time scheduled for the opening of proposals. The City of Dacula shall not be liable for oral interpretations given by any City of Dacula employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarifications, or additional information can be given. From the time of release of the solicitation until an award is made, Respondents shall not communicate with anyone from the City of Dacula except as specifically provided within this document.

**21. CLARIFICATIONS AND ADDENDUMS:** If any addendums are issued to this RFP, the City of Dacula shall post said addendums on the website, however, it shall be the responsibility of each Respondent prior to submitting their proposal to review the website or contact the Planning and Development Department to determine if any addendums were issued and to make sure such addendum is a part of their proposal. No amendments or addendums shall be issued within a seventy-two (72) hour period prior to the advertised time for the opening of proposals. **Each Respondent shall acknowledge in its proposal all addendums received by affixing an authorized signature on the addendum and such addendum shall be submitted with the proposal or the proposal shall be deemed "Non-Compliant" and rejected.**

Any complaint from Respondents relative to the RFP or any specifications shall be made in writing to the City of Dacula Planning and Development Department at City Hall by either delivery or email at [brittni.nix@daculaga.gov](mailto:brittni.nix@daculaga.gov) at least seventy-two (72) hours prior to the time of opening of proposals; otherwise they shall not be considered.

**5. SPECIFICATIONS:** All specifications for the work are the sole property of the City and intended solely for use in the work contemplated in such specifications. If there are any discrepancies in, or omissions from, the specifications, or if the Respondent is in doubt as to the true meaning of any part of the Contract document, they shall request clarification from the Planning and Development Department. Such request shall be in writing and shall be made not less than seventy-two (72) hours prior to the time scheduled for the opening of proposals. The City of Dacula shall not be liable for oral interpretations given by any City of Dacula employee, representative, or others. Interpretations in response to inquiries for any Respondent, clarifications, or corrections issued in the form of addendum shall be posted on the website for each Respondent to see. If the Respondent fails to request clarification regarding methods of performing work or the material required, their proposal shall be deemed to include the method requiring the greater quantity of work or material or upon the material of greatest cost indicated.

Any complaint from Respondents relative to the RFP or any attached specifications shall be made in writing seventy-two (72) hours prior to the time of opening of proposals; otherwise they cannot be properly considered.

**21. PREPARATION OF PROPOSAL:** All proposals shall be on the forms provided in this RFP package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.

- A. The Proposal Form, Non-Collusion Affidavit, Georgia Security and Immigration Compliance Affidavit(s) and any solicitation amendments/addendums must be signed and/or initialed and placed in a separate folder to be included with the proposal.
- B. All required documentation shall be signed by a person authorized to submit an offer. An authorized signature on the Proposal Form, Proposal Addendum(s), or cover letter accompanying the proposal documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Respondent shall submit any additional requested documentation, signifying its intent to be bound by the terms of the RFP and resulting contract.
- C. The authorized person signing the proposal shall initial erasure, interlineations, or other modifications on the proposal.
- D. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
- E. It is the responsibility of all Respondents to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
- H. The City shall not reimburse the cost of developing, presenting, submitting, or providing any response to this solicitation. All expenses for making proposals to the City of Dacula are to be borne by the Respondent.
- I. Respondents must list, for review and approval by the City, any subcontractors to be utilized in the performance of the Services specified herein. For each subcontractor, details on respective qualifications must be included along with Georgia Security and Immigration compliance affidavits. The Contractor shall not make any substitution for any subcontractor listed in the proposal and approved by the City unless the City determines that there is good cause for doing so. The City shall have the right to remove any subcontractor for cause.

**22. PROPOSAL FORMAT:** No responsibility will attach to any City representative or employee for premature opening of proposals not properly addressed or identified. An original and one (1) copy of this proposal (2 total) initialed (see bottom of each page), along with other required documents, in one (1) package and the original Proposal

Form/Non-Collusion Affidavit/Immigration Affidavit shall be submitted in another package with both packages combined into one (1) sealed package, clearly marked and titled on the outside as follows:

**Request for Proposal  
Janitorial Services**

And addressed to:

**City of Dacula  
P.O. Box 400  
442 Harbins Road  
Dacula, Georgia 30019**

**23. PRICING INSTRUCTIONS:** The Respondent shall list the entire costs associated with performing the services required on the Proposal Form. The total combined cost shall be included as the total cost figure. The Respondent/Contractor shall thoroughly fill out the form or will be deemed “unresponsive.” The Proposal Form, along with the Non-Collusion Affidavit, Immigration Affidavit, and Proposal Bond, shall be in a separate folder from the other documents required in the submitted proposal package. It shall be the sole responsibility of the Respondent/Contractor(s) to review all drawings and specifications, visit the sites of the work, and fully inform themselves as to all conditions and matters, which can in any way affect the work or the cost thereof. In no way shall the Contractor, after submitting proposal, seek an adjustment or change order as a result of not being able to comply with the applicable federal, state and/or local laws, rules, regulations, ordinances, and/or codes.

**24. EXCEPTIONS TO CONTRACT PROVISIONS:** A response to this RFP is an offer to contract with the City based upon the provisions contained in the City’s RFP, including but not limited to, the specifications, scope of work, stated terms and conditions, and any subsequently agreed upon terms. Respondents who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the RFP cannot be modified without the express written approval of the Purchasing Manager or his designee.

**25. EXCEPTIONS, VARIANCES, AND ALTERNATES:** Respondents shall indicate any and all variances, exceptions, and alternates from the City of Dacula’s requested specifications, terms, and conditions on a separate sheet entitled and clearly marked “Exceptions, Variances and Alternates.” Providing there have been no variances, exceptions, and alternates attached to said proposal, it shall be assumed that the Respondent is meeting all requirements of the specifications. Alternate proposals may be considered at the sole discretion of the City of Dacula. If one Respondent offers an acceptable alternate, it could be re-quoted using the alternate specifications.

**26. DISCLOSURE, CONFIDENTIALITY, AND PUBLIC INFORMATION:** Ownership rights of the City of Dacula to all response submissions and contents of all documents submitted may be subject to the Freedom of Information and Protection of Privacy Act and Regulations. Documents will not be disclosed unless a request is filed under the Freedom of Information or Protection of Privacy legislation and regulations. Subject to applicable law, any information that is “sensitive” to competitors or shows an extreme hardship shall be labeled as “Proprietary” and will not be disclosed to any third party, particularly a competitive Respondent.

The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in the City’s records or obtained from the City or from others

in carrying out its functions under the contract shall be used by or disclosed by the Contractor, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information shall be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the City.

**27. COLLUSION:** All proposals must contain a “Certificate of Non-Collusion” which must be signed by an authorized representative of the Respondent. This certificate is included with the proposal package. Such person shall include his/her title, and if requested, shall supply verification of authority to bind the company in contract. Failure to sign and submit the certificate with the proposal will result in rejection of the proposal.

**28. DELIVERY REQUIREMENTS:** It shall be the sole responsibility of the Respondent to have its proposal delivered to the City of Dacula City Hall Receptionist for receipt on or before the above stated time and date for proposal opening. The official time clock for dictating timely receipt of proposals and for proposal opening time shall be located at the City Hall Council Chambers area. All proposals shall be stamped with the time, date, and acceptor’s initials at the Front Desk Clerk’s desk. If the proposal is sent by the U.S. Postal Service, the Respondent shall be responsible for its timely delivery to the Receptionist. Proposals received after the date and/or time deadlines specified in the RFP will be returned unopened, upon request, and expense borne by the Respondent, with a cover letter from Staff explaining why the proposal is being returned.

**29. LEGAL NAME:** Proposals shall clearly indicate the legal name of the firm, address, telephone, and email address of the respective Respondent (company, firm, partnership, individual, etc.) via a cover letter. The principal and duly authorized officer of the firm who has the authority to bind the Respondent to the submitted proposal shall sign/initial the proposals and cover letter in order to legally validate the intent of the Respondent. Failure to provide this shall result in a “Non-Compliant” status and result in the rejection of such proposal.

**30. IRREVOCABLE OFFER, MODIFICATIONS, AND ERRORS:** Any proposal may be withdrawn up until the date and time dictated for the opening of the proposal. Any proposal not withdrawn shall, upon opening, constitute an irrevocable offer for a period of ninety (90) days to the City of Dacula for the goods and/or services set forth in the attached specifications until one or more of the proposals have been duly accepted by the City of Dacula.

Proposal modifications shall be accepted from a Respondent only if received prior to the scheduled proposal opening, in writing, properly signed (see Section 9 of Instructions to Respondents) by the authorized representative of the Respondent’s company, firm, partnership, or individual. **Telephone corrections are not acceptable.** Proposal modifications shall be submitted and clearly marked **“PROPOSAL MODIFICATIONS.”**

**31. DISCUSSIONS AND NEGOTIATIONS:** The City reserves the right to conduct discussions with Respondents for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements. However, the City shall not be required under any circumstances to conduct such discussions.

The City reserves the right to reduce the scope of the RFP by negotiating with the most qualified, responsive, and responsible Respondent in the event that the proposals received exceeds the budgeted funds. This method will be followed until terms are reached or all proposals are rejected.

**32. NOTICE OF ACCEPTANCE:** The City shall notify the successful Respondent of the City’s acceptance of the proposal by a Notice of Intent to Award, depositing an executed copy thereof in the U.S. Mail. The successful Respondent shall sign and file with the City, within ten (10) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract. Unsuccessful Respondents shall be notified by U.S. Mail.

The Contractor shall not commence any billable work or provide any material or service under the contract until Contractor is directed to do so, in writing, by the City.

**33. PROPOSAL RESULTS:** The name(s) of the successful Respondent(s) will be posted on the City’s Bids and RFP’s site at <https://www.daculaga.gov/rfps> upon issuance of a Notice of Intent to Award or upon final contract execution at the City’s discretion.

## Terms and Conditions

- 32. RESERVED RIGHTS:** The City reserves the right to accept or reject any or all proposals, to rebid, to waive irregularities, informalities, and technicalities, award the contract in the best interest of the City of Dacula or to request re-proposal. The City reserves the right to accept all or any part of the proposal and to increase or decrease quantities or the scope of work to meet additional or reduced requirements of the City. ***In no way will the City of Dacula be obligated to award contracts based solely on price or low proposal.***

The proposal of the most responsible and responsive Respondent shall be accepted, unless all proposals are rejected. The most responsive Respondent shall mean the Respondent who makes the best proposal to deliver Services of a quality which conforms closest to the quality of Services set forth in the attached specifications or otherwise required by the City, and conforms to all material aspects of the requirements set forth in the RFP. To be a responsible Respondent, the Respondent shall be fit and capable to perform the work as required, shall have the capability in all respects to perform fully the Services required, and shall have the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit that shall assure good faith performance. The City reserves the right to make such investigations, as it deems necessary to determine the ability of any Respondent to deliver the goods or service submitted. The City reserves all its rights and remedies at law. If a dispute does need legal resolution, it shall be held and decided solely pursuant to the laws of the State of Georgia and within a court of competent jurisdiction in Gwinnet County, Georgia.

The Respondent shall provide information to the City, when deemed necessary, to make a determination under this RFP or any resulting contract. Such information may include, but shall not be limited to, current financial statements; verification of availability of equipment and personnel; and past performance records.

- 33. DISQUALIFICATION OF PROPOSAL:** The City reserves the right to disqualify responses that are incomplete, deceptive, frivolous, not signed, not initialed, and conditional or which do not comply with the requirements of this RFP. Responses that contain arithmetical errors, or do not comply with mandatory formats, or contain irregularities may also be rejected.

- 34. CONTRACT FORMS AND AMENDMENTS:** Any agreement, contract, notices, or purchase order resulting from the acceptance of a proposal shall be on forms provided or approved by the City. Any erasures, delineations, or alterations are to be clear and initialed by the person signing.

The contract shall be modified only by a written contract amendment or other agreed upon written instrument properly executed by both parties. Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to terminate any resulting contract without or without cause and obtain like goods and/or services from another source.

- 35. TERMINATION OF CONTRACT:** The City shall exercise its right to early termination resulting from cancellation of funds, a change of priorities, or cancellation of a program with no right to appeal available to the Contractor. The City has the right to monitor performance, certification, and any subsequent recourse available in the event of default or non-performance. The contract may be terminated at any time by the City without cause upon fifteen (15) days written notice thereof.

Further, the contract may be terminated for cause, upon five (5) days written notice to the other, by either the City or the Contractor for a failure of the other to both (a) perform substantially in accordance with the terms and conditions of the contract and (b) to initiate cure of such failure within five (5) days after being made aware of such failure by such notice. In addition to termination of the contract, if after the five (5) days specified herein, the Contractor has failed to initiate a cure, the City may, at its option, make good such failures and deduct the cost thereof from the payment then or thereafter due to the Contractor. If the expense of correcting the failure is greater than the unpaid balance then or thereafter owing to the Contractor, if any, the Contractor shall also pay the difference thereof to the City.

**36. CONTRACT DECISIONS:** Respondent acknowledges and agrees that due to the scheduling of City mayor and council meetings, that immediate execution of a written amendment may not be possible and that execution of said amendment may be delayed until the next regularly scheduled meeting of the mayor and council.

**37. SUPERVENING CAUSES (FORCE MAJEURE VIS MAJOR):**

- a. Neither the Contractor nor the City shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure". As used in this contract "force majeure" means acts of God; acts of the public enemy; acts of the State and any governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather.
- b. Upon the occurrence of a force majeure event, the non-performing party shall immediately notify the other party and the non-performing party shall be excused from any further performance or observance of the affected obligation(s) for as long as such circumstances prevail, and such party continues to attempt to recommend performance or observance to the greatest extent possible without delay.
- c. Notwithstanding any other provision of this Section, a force majeure event shall obligate and require Contractor to commence and successfully implement all of the services relating to disaster recovery set forth in Contractor's disaster recovery plan and within the time period delineated in such plan.
- d. If a force majeure event causes a material failure or delay in the performance of any services for more than five (5) consecutive days, the City's procurement officer may, at its option, and in addition to any other rights the City may have, procure such services from an alternate source until Contractor is again able to provide such services, and Contractor shall be liable for all payments made and costs incurred by City's procurement officer required to obtain the services from an alternate source during such period.
- e. If a force majeure event causes a material failure or delay in the performance of any services for more than thirty (30) consecutive days, City's procurement officer may, at its option, and in addition to any other rights, immediately terminate this Contract.

**38. CODE OF ETHICS:** With respect to this proposal, if any Respondent violates or is a part to a violation of the State of Georgia, Code of Ethics for Public Officers and Employees, such Respondent may be disqualified from furnishing the goods and/or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals to provide goods and/or services to the City.

If, in the City's sole opinion and based upon reasonable grounds, the City determines that the Respondent is interested in more than one proposal for the same item/project, said determination will be considered sufficient cause for rejection of all proposals in which the Respondent is interested. Submission of a proposal when the Respondent intends to sublet the contract may also, at the City's discretion, be cause for rejection of the proposal or cancellation of the contract.

The City may, by written notice to the Contractor or Respondent, terminate the contract or reject the proposal if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Respondent or Contractor or any agent or representative of the Respondent or Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the RFP or the contract. In the event the contract is terminated by the City or a proposal rejected pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Respondent or Contractor the amount of the gratuity.

**39. ADVERTISING:** Contractor shall not advertise or publish information concerning the contract without prior written consent of the City Administrator.

**40. FUNDING:** The City of Dacula reserves the right to reduce the scope of the proposal in the event that the proposals received exceed the budgeted funds by negotiating with the most qualified, responsive, and responsible Respondent. This method will be followed until terms are reached or all proposals are rejected.

**41. QUANTITIES:** Quantities listed in the specifications are based on individual anticipated purchases. The City of Dacula reserves the right to reduce the scope of the proposal in the event that the proposals received exceed the budgeted funds by negotiating with the most qualified, responsive, and responsible Respondent. This method will be followed until terms are reached or all proposals are rejected.

**42. REGULATIONS, CODES, AND STANDARDS:** Respondents shall be authorized to transact business in the State of Georgia. The Respondents must assure compliance with and if selected as Contractor, comply with any and all applicable federal, state, and/or local laws, rules, regulations, codes and/or standards including, but not limited to, OSHA, EPA, LIFESAFETY, ANSI, ASTM, UA, and/or other requirements that apply to the goods and/or services to be provided.

**43. NON-DISCRIMINATION CLAUSE:** In connection with the performance of work under the awarded contract, the Respondent agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, religion, ancestry, or national origin. The Respondent shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, religion, ancestry, or national origin. Such action shall include, but not be limited to the following: lay-off or termination, rates of pay or other compensation and selection for training, including apprenticeship.

In event of the Respondent’s non-compliance with this non-discrimination clause, the contract may be cancelled or terminated by the City of Dacula. The Respondent may be declared, by the City of Dacula, ineligible for further contracts with the City of Dacula until satisfactory proof of intent to comply shall be made by the Respondent. The Respondent agrees to include this non-discrimination clause in any subcontracts connected with the performance of this agreement.

**44. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE:** The City of Dacula, Georgia in accordance with the provisions of Title VI of The Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15CFR, Part 8) issued pursuant to such Act, hereby notifies all Respondents that it shall affirmatively ensure that in any contract entered into, pursuant to this advertisement, minority business enterprises shall be afforded full opportunity to submit proposals in response to this RFP and shall not be discriminated against on the grounds of race, color, religion, sex, or national origin in consideration for an award.



**45. Drug Free Workplace Act:** The Contractor/Subcontractor shall certify that the provisions of Sections 50-24-1 through 50-24-6 of the Official Code of Georgia annotated, relating to the “Drug Free Workplace Act” have been complied with in full.

**46. REGISTRATION WITH A FEDERAL WORK AUTHORIZATION PROGRAM:** The terms and provisions of O.C.G.A. Section 13-10-91, Senate Bill 447, and the rules of the Georgia Department of Labor set forth at 300-10-1-.01 through 300-10-1.09 regarding registration and participation with a federal work authorization program shall be applicable to the Contractor and any subcontractor. Before a proposal for any such service is considered by a public employer, the proposal shall include a signed, notarized affidavit from the contractor attesting to the following: (a) The affiant has registered with and is authorized to use the federal work authorization program; (b) The user identification number and date of authorization for the affiant; and (c) The affiant is using and will continue to use the federal work authorization program throughout the contract period.

Contractor/Subcontractor affidavits are located at the end of this document. Submitters must provide completed affidavit (s) attesting to the above criteria to have a proposal considered by the City. **Failure to provide the affidavit (s) automatically disqualifies the proposal. All Respondents shall comply with the Georgia Security and Immigration Compliance Act which also includes any subcontractors participating in this project.**

**47. INDEMNIFICATION:** The Contractor, shall indemnify and save harmless the City, its officers, council members, agents, contractors, assigns, volunteers, and employees from and against all claims, demands, liabilities, suits, judgments and decrees, losses and costs and expenses of any kind or nature whatsoever on account of injuries to or death of any person or persons or damage to any property occurring directly or indirectly from performance of work/the Services hereunder by Contractor or its employees, agents, servants, associates, or subcontractors however such injuries or death or damage to property may be caused.

Contractor shall also indemnify, defend and hold harmless the City, its officers, council members, agents, contractors, assigns, volunteers, and employees from and against any and all claims, actions, damages, liabilities, and expenses, including reasonable attorneys’ and other professional fees, arising out of any breach by Contractor of any representation, warranty, covenant, duty or obligation.

**City shall not be liable to the Contractor or any subcontractor, of any tier, for any lost profits, special, incidental, punitive, exemplary or consequential damages, including but not limited to frustration of economic or business expectations, loss of profits, loss of capital, cost of substitute product(s), facilities or services, or down time cost, even if advised of the possibility of such damages, arising out of or resulting from City’s performance or non-performance of City’s obligations under the contract, or from City’s termination or suspension of services under the contract, or for any other reason.**

**48. LIMITATIONS OF LIABILITY:** The City shall not be liable in contract or in tort (including negligence) to Contractor, subcontractors, or suppliers of Contractor, regardless of tier, for incidental or consequential damages arising out of or resulting from City’s performance or nonperformance of its obligation under this RFP or the contract, or from City’s termination or suspension of the services under the contract or the RFP.

**49. W-9 FORMS:** The Contractor and any person or entity seeking payment under the contract from the City shall file a W-9 form with the City before payment is issued.

**50. INSURANCE REQUIREMENTS:** The Contractor shall not commence work under the contract until it has obtained all the insurance required under this section and such insurance has been reviewed and approved by the City nor shall the Contractor allow any subcontractor, of any tier, to commence work on a subcontract until the applicable insurance has been obtained, reviewed and approved by the City.

A. Statutory Workers' Compensation Insurance. The statutory limits as established by the General Assembly of the State of Georgia shall be met by Contractor and/or subcontractor. (**NOTE:** A self-insurer must submit a certificate from the Georgia Board of Workers' Compensation stating the contractor qualifies to pay its own workers' compensation claims.) The workers' compensation policy must include Coverage B-Employer's minimum liability limits of:

- Employers Liability:
  - Bodily Injury by Accident - \$500,000 each accident
  - Bodily Injury by Disease - \$500,000 policy limit
  - Bodily Injury by Disease - \$500,000 each employee

Excess liability coverage may be used in combination with the base policy to obtain these limits. The Contractor shall require all subcontractors, of any tier, performing work under the contract to obtain an insurance certificate showing proof of Workers' Compensation Coverage. If a subcontractor fails to obtain adequate Worker's Compensation Insurance for the period set forth in the contract, an amount determined by the City sufficient to cover such liability will be deducted from the first payment to the Contractor, or, at the City's option, Contractor, and/or subcontractor may be terminated from the project.

B. Commercial General Liability Insurance. The Contractor shall procure and maintain a Commercial General Liability Insurance Policy, including products and completed operations liability, and contractual liability coverage covering bodily injury, property damage liability and personal injury. The policy or policies must be on an "occurrence" basis ("Claims Made" coverage is not acceptable) insuring personal injury and property damage against the hazards of Premises and Operations, Products and Completed Operations, Independent Contractor's and Contractual Liability (specifically covering the indemnity) and have the minimum limits of liability listed below. The Commercial General Liability policy shall also include contractual liability coverage. The Commercial General Liability policy purchased by the Contractor must be issued by a company authorized to conduct business in the State of Georgia or by a company acceptable to the State if the company is an alien insurer. The Commercial General Liability policy must include separate aggregate limits per project. Excess liability coverage may be used in combination with the base policy to obtain the following limits.

- \$1,000,000 per Person
- \$1,000,000 per Occurrence
- \$1,000,000 per General Aggregate
- \$1,000,000 per Products/Completed Operations and Aggregate

C. Auto Liability Insurance. The Contractor shall procure and maintain a Business Automobile Liability Policy with liability limits of not less than \$500,000 per person and \$500,000 per occurrence or a policy with a Combined Single Limit of not less than \$1,000,000 covering any owned, non-owned, or hired autos. Excess liability coverage may be used in combination with the base policy to obtain these limits. The form of coverage must be as follows and/or cover the following areas:

- Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles
- Additional Insured Endorsement

➤ Contractual Liability

- D. Umbrella Liability Insurance. Combined single Limit of Bodily Injury and Property Damage Liability. This policy shall be written on an Umbrella basis and shall follow the form of coverages as described in the policies above, except Worker's Compensation policy.
- \$1,000,000 per Occurrence
  - \$1,000,000 per Annual Aggregate
- E. Professional Liability Insurance. For professional services the Contractor shall procure and maintain a Professional Liability Insurance (Errors and Omissions) Policy with liability limits of not less than \$2,000,000 (project/contract specific for the City) per aggregate, \$1,000,000 per claim, and a maximum deductible of \$50,000.
- F. The City (and any applicable Authority) must be shown as an additional insured on General Liability, Auto Liability, and Umbrella Liability policies and a copy of said certificates must be provided to the City's designated representative prior to commencement of the work. Certificate Holder must read:
- The City of Dacula, Georgia**  
**442 Harbin Road**  
**Dacula, GA 30019**
- G. Required Bonds. The awarded Contractor shall submit a Performance Bond in the amount of the agreed upon annual contract at contract signing. This bond will be in effect and current for each additional year upon renewing of contract.
- H. The certificates evidencing the aforementioned listed required coverages shall provide that such coverages not be cancelled or reduced except by written notice to the contractor and City at least thirty (30) days prior to the effective date of such cancellation or material reduction in coverage.
- I. Any insurer providing coverage hereunder, except a Worker' Compensation carrier, must have an A.M. Best rating of no less than A- or be otherwise acceptable to City. Certain Workers' Compensation funds may be acceptable by the approval of the City Manager. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of no less than A - or be otherwise acceptable to the City.
- J. Any selected insurance company shall be licensed to do business by the Georgia Department of Insurance, unless otherwise accepted herein.
- K. Certificates of Insurance, and any subsequent renewals, must reference the specific proposal/contract by project name and project/proposal/contract number or have other identification acceptable to the City.
- L. All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the City.
- M. Contractor shall incorporate/require incorporation of a copy of the insurance requirements as herein provided in each and every subcontract with each and every subcontractor, of any tier, and shall require

each and every subcontractor to comply with all such requirements. Contractor agrees that if for any reason a subcontractor fails to procure and maintain insurance as required, all such required insurance shall be procured and maintained by contractor at Contractor's expense or such subcontractor shall be terminated at contractor's option.

- N. Neither the Contractor nor any subcontractor shall commence any work of any kind until all insurance requirements contained in this form have been complied with and until evidence of such compliance satisfactory to the City's designated representative as to form and content has been filed with the City designated representative. **The Accord Certificate of Insurance or a pre-approved substitute is the required form in all cases where reference is made herein to a Certificate of Insurance or an approved substitute.** The Contractor shall provide to the City certified copies of the current policies required hereunder upon the City's request.
- O. The Contractor shall agree to waive all rights of subrogation against the City, the City Council, the Mayor, its officers, officials, employees, and volunteers from losses arising from the work performed by the Contractor for the City.
- P. The Contractor shall, upon request, make available to the City, through its records or records of its insurer, information regarding specific claims. Any loss run information available from the contractor or its insurer will be made available to the City upon City's request.
- Q. Compliance by the Contractor and all subcontractors, with the foregoing requirements as to carrying insurance, shall not relieve the Contractor and all subcontractors of responsibility and liability related to the liability provisions of the contract.
- R. The Contractor and all subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
- S. The Contractor shall at a minimum apply risk management practices accepted by the Contractors' industry.

**PROPOSAL FORM**

DATE:

Gentlemen:

**1. BASE PROPOSAL:**

Pursuant to and in compliance with the Advertisement for Proposals and the Specifications relating to:

**PROJECT NAME: Janitorial Services RFP**

including Addenda (if any) , the undersigned, having become thoroughly familiar with terms and conditions of the specifications and with local conditions affecting the performance, progress and cost of the work that is to be completed, hereby proposes and agrees to fully perform the work and in accordance with the specifications including furnishing any or all services, labor, materials, and equipment authorized by the City and to do all the work required to complete said work in accordance with the specifications for the following total sum:

|                                    |                 |
|------------------------------------|-----------------|
| City Hall Monthly Costs            | \$ _____        |
| Public Works Monthly Costs         | \$ _____        |
| <b>Total Proposal Annual Costs</b> | <b>\$ _____</b> |

- 2. Respondent hereby agrees to commence actual physical work on the site with an adequate force and equipment within ten (10) days of a date to be specified in a written order of the City (Notice to Proceed and/or Contract Signing).
- 3. The Undersigned agrees that this proposal may not be revoked or withdrawn after the time set for the opening of proposals but will remain open for acceptance for a period of ninety (90) days following such time.
- 4. The Undersigned agrees that upon receipt of the notice of acceptance of his proposal (Notice of Intent to Award), it will, within ten (10) days from the Notice of Award, execute a formal contract and will deliver evidence of insurance, all required bonds, and all other documentation as required by the specifications, the RFP and the contract and any other applicable document.
- 5. **If awarded a contract, the Undersigned's annual bond surety will be \$ \_\_\_\_\_.**

Respectfully submitted,

Signature of Individual:

Doing Business as/for:

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

Janitorial Services

Initials \_\_\_\_\_

Business Address:

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Phone Numbers (Office, Fax, Mobile)

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**NON-COLLUSION AFFIDAVIT OF RESPONDENT**

State of \_\_\_\_\_) County of \_\_\_\_\_)

I, \_\_\_\_\_, being first duly sworn, depose and say that; he/she is \_\_\_\_\_ of \_\_\_\_\_, the Respondent that has submitted the attached proposal;

He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal; Such proposal is genuine and is not a collusive or sham proposal; Neither said Respondent nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Respondent, corporation, firm, or person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly, sought by agreement, collusion, communication, and/or conference with any other Respondent, corporation, firm, or person to fix the price or prices in the attached proposal or of any other Respondent, or to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other Respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Dacula or any other person interested in the proposed contract; and

The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Respondent:  
\_\_\_\_\_

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

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_ Notary Public

Commission expires: \_\_\_\_\_

## **GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

Senate Bill 529 is the "Georgia Security and Immigration Compliance Act" of 2006 (Act 457). **Section 2** of SB 529 enacted new work eligibility verification requirements that apply to Georgia's public employers, and the contractors and subcontractors of Georgia's public employers. Under Section 2 of SB 529, public employers, their contractors, and subcontractors are required to verify the work eligibility of all newly hired employees through an electronic federal work authorization program. The new requirements became effective on July 1, 2007.

As required under SB 529, the Georgia Department of Labor has promulgated new rule for the implementation of Section 2. The Department added a new Chapter 300-10-1, entitled "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," to the Rules and Regulations of the State of Georgia. The new rules designate the "**Employment Eligibility Verification (EEV) / Basic Pilot Program**" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security as the electronic federal work authorization program to be utilized for these purposes. The EEV/Basic Pilot Program can be accessed at <https://www.vis-dhs.com/EmployerRegistration>. View the Department's new rules for [Chapter 300-10-1](#), "Public Employers, Their Contractors, and Subcontractors Required to Verify New Employee Work Eligibility through a Federal Work Authorization Program." The new rules are effective June 18, 2007.

**PLEASE COMPLETE THE ATTACHED AFFIDAVIT AND RETURN IT TO:**  
Dawn Davis, City Clerk  
City of Powder Springs  
4484 Marietta Street  
Powder Springs, Georgia 30127 Office # (770) 943-1666  
Fax # (770) 943-8003  
Email: [ddavis@cityofpowdersprings.org](mailto:ddavis@cityofpowdersprings.org)

## **DECLARATION OF EMPLOYEE-NUMBER CATEGORIES**

Please affirmatively indicate by checking the appropriate box the employee- number category applicable to your organization:

\_\_\_\_\_ 500 or more employees

\_\_\_\_\_ 100 or more employees

\_\_\_\_\_ Fewer than 100 employees

Organization Name: \_\_\_\_\_

Janitorial Services

Initials \_\_\_\_\_



I certify that the above information is true and correct and that the classification noted is applicable for this project.

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT**

**Instructions:**

Contractors must attest to compliance with the requirements of O.C.G.A 13-10- 91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor Affidavit.

**GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR**

**AFFIDAVIT**

**Instructions:**

In the event that your company is awarded the contract for this project, and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to City of Powder Springs, Georgia, Purchasing & Inventory Control Department with the proposal submittal.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by the City of Powder Springs Government at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

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 Powder Springs, Georgia, has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this Contract with the City of Powder Springs, Georgia, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Powder Springs, Georgia, at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
EEV / Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer or Agent Date (Contractor Name)

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires:

\_\_\_\_\_

**\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).**

Janitorial Services

Initials \_\_\_\_\_

**SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with the Contractor, on behalf of the City of Powder Springs, Georgia, has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

\_\_\_\_\_  
EEV / Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer or Agent Date  
(Subcontractor Name)

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the “EEV / Basic Pilot Program” operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).**

Janitorial Services

Initials\_\_\_\_\_

**TO:** Mayor and City Council of the City of Dacula  
**FROM:** Brittni Nix, Director of Planning & Economic Development  
**DATE:** December 28, 2022  
**SUBJECT:** Request for Proposals – 2050 Comprehensive Plan

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The City must submit an updated and approved Comprehensive Plan to the Department of Community Affairs by February 2024 to maintain Qualified Local Government status. The planning process for a Comprehensive Plan takes approximately 9-months after the bid is awarded. Staff recommends beginning the bid process immediately to ensure sufficient time.

City staff compiled a Request for Proposal (RFP) for Dacula's 2050 Comprehensive Plan for your review and approval so staff may begin the bid process. Staff requests the Mayor and City Council approve the RFP as provided and grant authorization to solicit for public bids.

Best Regards,

Brittni Nix, Director of Planning & Economic Development

# REQUEST FOR PROPOSALS



## FOR PROFESSIONAL SERVICES FOR THE CITY OF DACULA 2050 COMPREHENSIVE PLAN

The City of Dacula is seeking to obtain competitive proposals from qualified professional services firms to update the Comprehensive Plan pursuant to the Rules of Georgia Department of Community Affairs, Chapter 110-12-1, “Minimum Standards and Procedures for Local Comprehensive Planning” (Effective date: October 1, 2018). Updates should incorporate all properties annexed into the City over the last five years as well as update the findings, research and recommendations of the existing City of Dacula 2030 Comprehensive Plan update from February 2019. Consultant shall provide any and all services based on the responsibilities outlined in this Request for Proposal document.

Sealed proposals will be received by hand delivery or mail no later than 3 p.m. on Wednesday March 15, 2023 at:

Dacula City Hall  
Department of Planning and Development  
442 Harbins Road  
P.O. Box 400  
Dacula, Georgia 30019

All proposals received after this time will not be considered.

There will be a Pre-proposal Conference at 3 p.m. on Wednesday, February 15, 2023. This conference will be held at City Hall, 442 Harbins Road, Dacula, Georgia 30019. Attendance is not required but is highly recommended.

RFP documents and the current 2030 Comprehensive Plan may be downloaded from the City of Dacula’s website at <https://www.daculaga.gov/planning/page/comprehensive-plan>.

Brittni Nix  
Director of Planning & Economic Development

**REQUEST FOR PROPOSALS  
CITY OF DACULA COMPREHENSIVE PLAN UPDATE**

Contact: Brittini Nix  
brittini.nix@daculaga.gov

Return Proposal to: Dacula City Hall  
Department of Planning and Development  
442 Harbins Road  
P.O. Box 400  
Dacula, Georgia 30019

**PROJECT SCHEDULE**

Issue Date: 1-18-2023  
Pre-Proposal Conference: 2-15-2023 3:00 p.m.  
Deadline for emailed questions: 3-03-2023 5:00 p.m.  
Projected Addendum issued: 3-08-2023 5:00 p.m.  
RFP Due Date & Time: 3-15-2023 3:00 p.m.

**INTRODUCTION**

The Comprehensive Plan is an illustrative vision and long range planning document that serves as a guide for City officials and staff as they make policy decisions concerning future development. The Georgia Department of Community Affairs (DCA) requires compliance with Chapter 110-12-1-.02 which defines the Minimum Standards for Comprehensive Planning and required update frequencies to continue Dacula’s Qualified Local Government (QLG) status. QLG status provides eligibility for financial incentives from DCA, the Department of Natural Resources (DNR), the Georgia Environmental Finance Authority (GEFA), and the OneGeorgia Authority. Dacula’s current Plan was updated in February of 2019. DCA standards require the City to submit an update or new plan after 5 years. The City is nearing the 5-year point since the adoption of the last update. The City intends to adopt a new Comprehensive Plan by February 2024. The Plan should incorporate all properties annexed into the City as of the last five years as well as update the findings, research and recommendations of the existing City of Dacula 2030 Comprehensive Plan from December 2008. Consultant shall provide any and all services based on the responsibilities outlined in this “Request for Proposal” document.

## 1.0 SCOPE OF SERVICES

The City of Dacula is seeking proposals from qualified consultants for the purpose of developing a 2050 Comprehensive Plan. The product of this work must satisfy in all respects current requirements outlined in Chapter 110-12-1 of the Department of Community Affairs Minimum Standards and Procedures for Local Comprehensive Planning. The result will be a Comprehensive Plan that is inclusive of the annexation areas and reevaluation of the areas within the existing Comprehensive Plan. The goal is to produce a new Comprehensive Plan according to the October 2018 DCA guidelines and nine element format to create an inclusive Comprehensive Plan that provides a DCA/ARC compliant framework to promote orderly growth and development consistent with the goals, objectives, and vision of the community. The nine element format is as follows:

### ELEMENT 1: COMMUNITY GOALS

The City of Dacula's Community Goals element must be updated to effectively represent the community's vision and marketing strategy. It is expected that 2-3 visioning workshops will be needed to gain meaningful participation and input from interested persons. Specific interactive discussions will be facilitated to gain input from the community, staff, and the Vision Committee, and to prepare a new City Vision statement. This is an organic process that allows the community to actively participate in setting a vision for the City's Future.

- 1.1.1 Establish a Vision Committee (minimum of 8 participants) and Facilitate Charrettes: Consultant shall help guide formation of a Vision Committee made up of local stakeholders determined by the City staff and Council. The Consultant will meet with the Vision Committee on at least two or more occasions to help facilitate a Visioning Charrette to gain community input and support while interactively determining what the community seeks to achieve and desires to become.
- 1.1.2 Vision Statement: The Vision Committee will be asked to assess the vision statement for the City and revise to better capture a relevant outline of the core vision, philosophy, orientation, goals, and/or marketing strategies. The agenda for the initial meeting of the Vision Committee will be to discuss what the vision of the City is. The Consultant is expected to lead the discussions and help the Vision Committee determine:
- A clear description of what they want their city to be like in the future
  - Characteristics that give a picture that people can understand
  - A set of values that guide policy decisions
  - A list of the goals the community seeks to achieve
  - How to maintain cultural identity and what brings a sense of belonging into the present
  - How to foster human capital and investing in tomorrow
  - How to be innovative and develop local talent and attract external talent



- Things that differentiate the City from the surrounding area to develop a marketing strategy
- How to blend features and characteristics that make the City attractive both internally and externally

1.1.3 Media Press Releases: The Consultant will work with City personnel to prepare press releases at strategic intervals for distribution.

## **ELEMENT 2: NEEDS AND OPPORTUNITIES**

The Consultant will review the current Needs and Opportunities list for the community and work with City staff and community stakeholders to make recommendations for additions, revisions or deletions. The list must be reviewed by community stakeholders with new or revised items going through the SWOT (strengths, weaknesses, opportunities, threats) or similar analysis of the community and then prioritized as community objectives.

## **ELEMENT 3: COMMUNITY WORK PROGRAM**

1.3.1 The Consultant will update the Community Work Program to incorporate any new or revised Needs and Opportunities identified during Element Two or other Element reevaluation. Needs or Opportunities that the community identifies as high priority must be followed-up with corresponding implementation measures in the Community Work Program.

1.3.2 Consultant will update implementation measures and specific activities the community plans to undertake during the next five years to address the priority Needs and Opportunities, Identified Target Areas (if applicable), and/or to achieve portions of the Community Goals. This includes any activities, initiatives, programs, ordinances, administrative systems (such as site plan review, design review, etc.) to be put in place to implement the plan. The Community Work Program will include the following information for each listed activity:

- Brief description of the activity
- Legal authorization for the activity, if applicable
- Timeframe for initiating and completing the activity
- Responsible party for implementing the activity
- Estimated cost (if any) of implementing the activity and
- Funding source(s), if applicable.

## **ELEMENT 4: BROADBAND SERVICES**

The Consultant will review the current Broadband Services action plan. The action plan must describe steps for the promotion of reasonable and cost-effective access to broadband to parts of the local government's jurisdiction designated by the Department as unserved areas. The local action plan required pursuant to this element may include, but shall not be limited to, any assessments, studies, ordinances, and/or goals to achieve certification as a Broadband Ready Community or designation of

facilities and developments as Georgia Broadband Ready Community Sites.

#### **ELEMENT 5: CAPITAL IMPROVEMENTS**

The City of Dacula does not charge impact fees and is not required to have this plan element pursuant to the Rules of Georgia DCA, Chapter 110-12-1-.03 (4). This is merely a placeholder to keep plan element numbering and formatting consistent with the March 1, 2014 regulations.

#### **ELEMENT 6: ECONOMIC DEVELOPMENT**

1.6.1 The Consultant will identify any new Needs and Opportunities related to economic development and vitality of the community, including revisions and deletions of old Needs and Opportunities that may have been addressed or partially addressed over the last five years. Some considerations include:

- Coordinate with local educational institutions to offer programs that support job needs in the local community to retain local talent
- Promote easy access by rail, highway, or air
- Develop Research and Development (R & D) parks to support higher paying technology jobs
- Develop incentives to rehabilitate commercial centers and residential areas
- Promote sustainable development through enforceable design and construction standards
- Explore new funding sources like TADs, impact fees, LCI's, CID's, etc.
- Evaluate zoning for increased commercial and industrial opportunities along 316 corridor, specifically at the Harbins Road intersection

1.6.2 Consultant will create Community Work Program activities for addressing these Needs and Opportunities, considering such factors as diversity of the economic base, quality of the local labor force, effectiveness of local economic development agencies, programs and tools.

#### **ELEMENT 7: LAND USE**

1.7.1 The Consultant will review the character areas in the current 2030 Comprehensive Plan and make recommendations to the City for any changes that may be deemed necessary including the implementation of certain policies, investments, incentives, or regulations that may be applied in order to preserve, improve, or otherwise influence Dacula's future development patterns in a manner consistent with community goals.

1.7.2 Provide a Future Land Use Map and corresponding narratives given recent annexations. Identify and map the boundaries of the existing or potential character areas covering the entire community, including existing community sub-areas, districts, or neighborhoods. Note that community improvement districts, tax allocation districts, Livable Centers Initiative planning areas, designated redevelopment areas

and the like are good candidates for delineation as a character area.

#### **ELEMENT 8: TRANSPORTATION ELEMENT**

The City of Dacula falls under the Atlanta Regional Commission as their Metropolitan Planning Organization and works on Regional and State transportation issues with the Georgia Regional Transportation Authority (GRTA), Metropolitan Atlanta Rapid Transit Authority (MARTA), and the Georgia Department of Transportation (GDOT). However, the City must assume responsibility for the context of transportation facility design and encourage regional agencies to acknowledge that the land use context through which a transportation corridor travels may have significant impacts on the design (and cost) of that corridor.

1.8.1 The Consultant shall evaluate the adequacy of the following major components of the local transportation system for serving the needs of the community throughout the planning period:

- Identify roads, highways and bridges. Also identify any significant issues with the road network, including connectivity, signalized intersections or inadequate signage
- Identify bicycle, pedestrian facilities and public transportation or other services for populations without automobiles. Also identify areas of the community where mode choice is limited. Evaluate how effectively mobility needs of the community are met by these alternative transportation modes
- Identify areas with insufficient parking or inadequate parking facilities (e.g., downtown, busy commercial areas), excess or obsolete surface parking facilities in need of retrofitting or redevelopment
- Identify freight and passenger rail lines, major rail intermodal facilities, non-rail freight operations, and commercial and general purpose air terminals. Evaluate the impact of these on the overall transportation network
- The transportation element should recognize that transportation policies, programs, and projects should be planned in alignment with local land use development policies. Future transportation investments should similarly be matched with appropriate land use policies
- Inventory and evaluate level of service for existing roads, incorporating existing transportation improvement plan. Prioritize findings
- Assess infrastructure and transportation routes given newly annexed properties and how they will affect future development options
- Revise development standards to improve quality of private road construction

1.8.2 The Consultant shall prioritize the findings and develop a strategy for addressing any needs or opportunities identified above and integrate this strategy into the Community Work Program.

## ELEMENT 9: HOUSING ELEMENT

1.9.1 The City of Dacula has Housing Issues and Opportunities identified in the 2030 Comprehensive Plan that should be updated and incorporated into a current housing element. The Consultant should review the existing Issues and Opportunities, evaluate their current relevance, using the following factors:

- housing types and mix
- condition and occupancy
- local cost of housing
- cost-burdened households in the community
- jobs-housing balance
- median single-family home values
- median rent
- housing needs of special populations
- foreclosures and vacancy rates for single-family housing
- assessment of housing supply and projection of future housing needs based on population data trends from 2010 census information
- address maintenance of foreclosed and/or vacant subdivisions

The Consultant shall develop Community Work Program activities for addressing any identified Needs and Opportunities.

## 2.0 PROJECT RESPONSIBILITIES

The City of Dacula is seeking the professional services of a qualified Consultant to develop a 2050 Comprehensive Plan. The Comprehensive Plan is required to meet DCA's submittal and review procedures outlined in section 110-12-.04(1).

The Comprehensive Plan shall include update of all elements specified in Chapter 110-12-1-.03 plus:

- A new Community Work Program covering the subsequent five-year period; and
- A report of plan accomplishments that must identify the current status of each activity in the previous Community Work Program. At a minimum, the update must indicate activities that:
  - Have been completed;
  - Are currently underway (including a projected completion date);
  - Have been postponed (explaining why and when it will be resumed); or
  - Have not been accomplished and are no longer activities the local government intends to undertake (explaining why).

Any activities reported as "underway" or "postponed" must be reflected in the new

Community Work Program or elsewhere in the comprehensive plan update, as appropriate.

The end result will be a Comprehensive Plan that is inclusive of annexation areas, reevaluation of the areas within the existing Comprehensive Plan, inclusive of 2020 Census data, and consistent with the recommendations of the ARC 2050 plan.

The following responsibilities are anticipated to be part of the Consultant's scope of work:

- Meet with the client staff as appropriate to program the anticipated schedule for the proposed planning process. The established deadline for the completion of the Comprehensive Plan is February 28, 2024 including the necessary review period for the Department of Community Affairs (DCA) and the Atlanta Regional Commission (ARC)
- Work with client's staff to identify the availability of key dates and locations for meetings with the elected officials, staff, community stakeholders, and public workshops
- Preparation of the update to the nine plan elements described above
- Preparation of the report of plan accomplishments
- Gather data and analysis to support the plan components and plan elements. This includes outside data as well as City resources
- Compliance with the Gwinnett County 2040 Unified Plan and Atlanta Regional Commission's Atlanta Region's Plan
- Facilitation of public meetings and participatory exercises (charrettes, visioning sessions, etc.) to help stakeholders and citizens set a vision for the City (2-3 public meetings)
- Facilitation of meetings with elected officials (2 or 3 presentation meetings)
- Review of existing zoning, development regulations and other ordinances in order to recommend revisions to make them consistent with the updated Comprehensive Plan
- Integrate any existing information on the nine required plan elements provided in previous Comprehensive Plans or other planning documents or studies into the Comprehensive Plan Update
- Preparation of the revised Comprehensive Plan in digital (.PDF and GIS format) and hard copy formats (5 copies of the Comprehensive Plan including color maps) of the final products adopted by resolution by the City Council
- Prepare public presentation materials: The Consultant will prepare a PowerPoint presentation summarizing key provisions in the Comprehensive Plan for the purposes of providing information to citizens, stakeholders, vision committees, and elected officials who will be attending hearings and considering adoption of the plan. Consultant shall provide one (1) digital and eight (8) hard copies of the presentation
- Prepare draft resolution: The Consultant shall prepare a draft resolution to the City Council for adoption of the Comprehensive Land Use Plan as required by law
- Upon completion of the nine Comprehensive Plan elements, those documents will be made available for public review on the City's website and a public hearing will be scheduled and advertised per the legal requirements of the City. Two public hearings will be held to allow additional public input prior to adoption of the resolution for the Comprehensive Plan by the City's governing body
- Regional Compliance Review: After the resolution is adopted by the City's governing body, the Consultant will submit the resolution and the Comprehensive Plan to the Atlanta Regional Commission for their review. Should the ARC have questions, the Consultant will work with the

ARC to revise/reconcile any issues or compliance deficiencies. If requested by the ARC, the Consultant will attend any regional review hearings that are scheduled

- Regional and State Submittal: Upon completion of the compliance review, the revised Comprehensive Plan will be submitted to the Georgia Department of Community Affairs. The Consultant will work with the DCA to answer any questions and revise/reconcile any issues or deficiencies

### 3.0 GENERAL INSTRUCTIONS

- 3.1. Economy of Presentation: Proposals shall be prepared simply and economically, providing straight-forward, concise delineation of the Proposer's capabilities to satisfy the requirements of this RFP. Elaborate bindings, colored displays, and promotional material are not required.
- 3.2. Organization and Content of Proposals: RFP is limited to 25 pages (front side only) not including Appendix B Cost Proposal. RFP should be organized in the following manner:
  - i. RFP Cover sheet including submitting firm name
  - ii. Table of Contents
  - iii. Tabbed Sections with the following headings
    - a. Firm information
      1. Firm name, address, local branch office doing work, contact phone number and email, website, name of principals and time with the firm
      2. Organizational description and history of the firm
    - b. Letter of Interest
      1. The firm's background in working with City or County government in the area of Comprehensive Planning and the nature of services provided
      2. Experience with DCA and ARC personnel and procedures
      3. Letter to be signed by a partner or principal of the firm
    - c. Proposed Approach
      1. Identify approach by which the work will be performed
      2. Identify strategy to involve the public
      3. Identify schedule to meet the City's desired timeline
    - d. Previous Project Experience
      1. Summarize three recent and relevant projects which were accomplished in the last five years including date of services, scope of services, personnel who worked on the project, and reference contact information (email, phone)
      2. Provide three references for recent and relevant experience listed
    - e. Qualifications of Project Personnel
      1. Provide resumes of personnel to be directly involved with the project including any licenses or accreditations
    - f. Cost of service
      1. Complete and submit attached Appendix B Cost Proposal. The City requests a fixed fee cost for each element along with a total fee
      2. Provide table of hourly rates for personnel directly involved with project

- 3.3 Submittal Instructions: One (1) unbound original and four (4) bound hard copies of the proposal must be properly addressed and received by the City of Dacula no later than 3pm on Wednesday, March 15, 2023. Proposals submitted after that date and time will not be considered. The Proposal Letter and Certification, included as Appendix A of this RFP, must be included in the package and must be signed by a person authorized to legally bind the company. Failure to include this signed proposal letter will result in the rejection of your response.
- 3.4 Restrictions on Communications with Staff: From the issue date of this RFP until a firm is selected and the selection is announced, Proposers are directed to submit all questions about this RFP including technical requirements, submission instructions, and any other general inquiries to Brittni Nix in writing or email to [brittni.nix@daculaga.gov](mailto:brittni.nix@daculaga.gov). No questions other than written emails will be accepted. Oral instructions or explanations given prior to award are not binding. Any information given to a prospective proposer concerning this proposal will be furnished to all known prospective proposers as an addendum to this proposal, if such information is necessary to proposers in submitting proposals, or the lack of such information would be prejudicial to uninformed proposers.
- 3.5 Selection Criteria: The RFP submissions will be reviewed by a staff Selection Committee. Additionally, the Committee may, in its sole discretion and in the course of its evaluation, invite consultant firms to interview with the Committee with submission of a preliminary detailed scope and more refined estimate of fee. The Committee will forward a recommendation of the top firm 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).
- 3.6 Evaluation Criteria:
- A. Related Experience with Similar Projects (25%)
  - B. Project Team Qualifications/Project Management (25%)
  - C. Project Understanding & Approach (25%)
  - D. Price (25%)

#### 4.0 TERMS AND CONDITIONS

The City of Dacula reserves the right to amend the RFP prior to the date of proposal submission. Addenda will be issued to RFP holders five (5) days prior to Bid Date. The proposal determined by the City of Dacula to best meet the needs of this request may be awarded a contract provided the project is accepted for the purpose requested. 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. The City of Dacula is not responsible for and shall not bear any cost relative to development and presentation of this proposal. 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, to rebid, and to reject or accept any and all proposals submitted in their 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.

- 4.1 Proposal Withdrawal: Prior to the due date, a submitted proposal may be withdrawn by the Proposer by submitting a written request to the City. A person authorized to sign for the Proposer must sign requests.
- 4.2 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.
- 4.3 Breach of Contract: Consultant 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 RFP responses.
- 4.4 Conflict of Interest: If a Proposer has any existing client relationship(s) that involves the City of Dacula that would prevent their being objective, the Proposer must disclose such relationship(s).
- 4.5 Confidentiality Requirement: 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.
- 4.6 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).
- 4.7 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, have 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.
- 4.8 Final award and execution of the Contact is contingent upon the appropriation of funding necessary to complete the Work.

## **5.0 INSURANCE**

Any Proposer selected for contract award must carry and provide evidence of the following insurance coverage prior to the initiation of any contract services:

- 5.1. Worker's Compensation



5.2. Comprehensive General Liability Insurance

|                           |   |
|---------------------------|---|
| Bodily Injury Liability   | \$300,000 each person<br>\$500,000 each occurrence<br>\$1,000,000 aggregate |
| Property Damage Liability | \$100,000 each occurrence<br>\$1,000,000 aggregate                          |

5.3 Comprehensive Auto Liability Insurance

|                           |  |
|---------------------------|--|
| Bodily Injury Liability   | \$300,000 each person<br>\$1,000,000 each occurrence |
| Property Damage Liability | \$100,000 each occurrence                            |

5.4 Excess Umbrella Liability

|  |  |
|--|--|
| Combined Single Limit Bodily Injury and / or Property Damage | \$100,000 each occurrence<br>\$1,000,000 aggregate |
|--|--|

5.5 Professional Liability Insurance \$2,000,000

5.6 Insurance Guideline: Required documentation includes certificate from insurance company showing issuance of Worker’s Compensation coverage for the State of Georgia.

The Consultant shall provide the City of Dacula with a certified copy of each of the 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.

**6.0 E-VERIFY**

The City of Dacula requires compliance with O.C.G.A. 13-10-91 which requires all contractors to state affirmatively the individual, firm or corporation which is contracting with the City of Dacula has registered with and is participating in a federal work authorization program. The Contractor Affidavit

and Agreement example is attached. Place this form on Company Letterhead before verifying compliance with federal work authorization program. Upon execution, the completed forms shall be returned to the Owner's Representative before entering into a Contract.

The Subcontractor Affidavit and Agreement example is attached (if required). The Contractor is required to obtain affirmations from the individuals, firms or corporations which are participating as subcontractors in this Contract with the City of Dacula. These Subcontractors must verify that they are registered with and are participating in a federal work authorization program. Place this form on Company Letterhead before verifying compliance with federal work authorization program. Upon execution, the completed forms shall be returned along with the Contractor's Affidavit referenced above to the Owner's Representative before entering into a Contract.

STATE OF GEORGIA  
CITY OF DACULA

CONTRACTOR AFFIDAVIT AND AGREEMENT

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 with and is participating in a federal work authorization program\* (i.e., any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603), in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with The City of Dacula, Georgia, contractor shall secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to The City of Dacula, Georgia at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
EEV/Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Contractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
DAY OF \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

\*As of July 1, 2007, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

STATE OF GEORGIA  
CITY OF DACULA

SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_ (name of contractor) on behalf of The City of Dacula, Georgia has registered with and is participating in a federal work authorization program\* (i.e., any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603), in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

\_\_\_\_\_  
EEV/Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Contractor Name)  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SWORN TO AND SUBSCRIBED  
BEFORE ME ON THIS  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 2018

Notary Public  
My Commission Expires:

\_\_\_\_\_  
\*As of July 1, 2007 O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA)

**APPENDICES:**

- APPENDIX A – PROPOSAL LETTER AND CERTIFICATION
- APPENDIX B - COST PROPOSAL

**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 Proposal (RFP). The Fee Schedule offered herein shall apply for the initial period of time stated in the RFP.

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 RFP 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 reserves 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 and Fee Schedule shall be valid and held open for a period of one hundred twenty (120) days from opening date.

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 RFP 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 \_\_\_\_\_

**APPENDIX B**

**COST PROPOSAL**

|  |               |
|--|---------------|
| ELEMENT 1 – COMMUNITY GOALS  | \$ _____      |
| ELEMENT 2 – NEEDS AND OPPORTUNITIES                                  | \$ _____      |
| ELEMENT 3 – COMMUNITY WORK PROGRAM                                   | \$ _____      |
| ELEMENT 4 – BROADBAND SERVICES                                       | \$ _____      |
| ELEMENT 5 – CAPITAL IMPROVEMENTS                                     | \$ <u>N/A</u> |
| ELEMENT 6 – ECONOMIC DEVELOPMENT                                     | \$ _____      |
| ELEMENT 7 – LAND USE   | \$ _____      |
| ELEMENT 8 – TRANSPORTATION   | \$ _____      |
| ELEMENT 9 – HOUSING  | \$ _____      |
| <b>TOTAL FIXED PRICE for ALL Requirements (including G &amp; A*)</b> | \$ _____      |

\*G & A = **all** General and Administrative Costs, Profits, Travel, copies, reproductions, per diem, and **ALL** costs associated with this contract. **This is the fixed price that will be used in the evaluation.**

**TO:** Mayor and City Council of the City of Dacula

**FROM:** Brittni Nix, Director of Planning & Economic Development

**DATE:** December 20, 2022

**SUBJECT:** Dacula Crossing improvement proposal

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The City of Dacula staff requested a proposal from Bowan Consulting Group Ltd. to design and bid the Dacula Crossing improvement project. The provided proposal includes creating construction documents, bid management, and construction administration for \$32,000.

The improvement project includes 6” deep patch milling sections of asphalt failures, standard 2 1/2” asphalt milling, asphalt repaving, replacing street signage, and restriping. The listed corrections would serve to bridge insufficient subsurface soil conditions while correcting failures in the existing roadway. The OPCC (Opinion of Probable Construction Cost) totals \$327,060. The City was awarded \$72,862.23 through the FFY-2023 Local Maintenance Improvement Grant (LMIG) for the subject project. The remainder of the project will be funded using SPLOST monies.

Staff requests approving Bowman’s proposal in the amount of \$32,000 for the stated services as provided.

Best Regards,

Brittni Nix, Director of Planning & Economic Development



December 12, 2022

Heather Coggins  
 Acting City Administrator  
 City of Dacula  
 P.O. Box 400  
 Dacula, Georgia 30019

|            |  |
|------------|--|
| <b>Re:</b> | <b>2023 LMIG - Dacula Crossing Subdivision Asphalt Milling &amp; Repaving Project</b> (the “Project”) Dacula, Gwinnett County, Georgia 30019<br>Proposal to provide Engineering Phase, Bid Phase, Construction Administration Phase Services (the “Proposal”) Proposal No. 22-1203 |
|------------|--|

Dear Ms. Coggins:

We are pleased to submit this Proposal to provide Engineering Phase, Bid Phase, Construction Administration Phase services for the above referenced Project. Upon verbal or written direction to proceed with performance of the services described herein, this Proposal, along with all attachments thereto, will constitute a binding agreement (the “Agreement”) between Bowman Consulting Group Ltd. (“Bowman”) and City of Dacula (the “Client”).

## SCOPE OF SERVICES AND FEES

The scope of services (the “Scope”) and associated fees shall be as follows:

| Task     | Description   | Fee Type | Total       |
|----------|---|----------|-------------|
| <b>1</b> | <b>Engineering Phase</b><br>Bowman will utilize Gwinnett County GIS to prepare construction documents (CD's) for the scope for the work. We will walk the project to identify and mark deep patch milled areas, other milling limits and areas for repaving. This includes: <ul style="list-style-type: none"> <li>▪ Field Site visits for Scope and Measurements.</li> <li>▪ Meeting with City to review Engineering Documents and drawings.</li> <li>▪ Prepare updated OPCC.</li> <li>▪ Prepare:                             <ul style="list-style-type: none"> <li>▪ Demolition Plans.</li> <li>▪ Site layout plans to identify deep patch milling</li> <li>▪ Other milling limits and areas for repaving.</li> <li>▪ Soil and erosion control plans and details</li> <li>▪ Construction details.</li> </ul> </li> </ul> | Lump Sum | \$12,000.00 |

|                 |  |                   |                    |
|-----------------|--|-------------------|--------------------|
| <p><b>2</b></p> | <p><b>Bid Phase</b><br/>Bowman will prepare Bid documents and coordinate advertising to bid to contractors. Service to include:</p> <ul style="list-style-type: none"> <li>▪ Prepare contract bid documents</li> <li>▪ Provide bid documents to potential bidders.</li> <li>▪ Prepare advertisement for bi and send to appropriate advertisers.</li> <li>▪ Respond to requests for information during bid phase.</li> <li>▪ Prepare addenda as required.</li> <li>▪ Attend bid opening as the owner's representative</li> <li>▪ Evaluate bids.</li> <li>▪ Award the contract.</li> </ul> | <p>Lump Sum</p>   | <p>\$10,000.00</p> |
| <p><b>3</b></p> | <p><b>Construction Administration Phase</b></p> <ul style="list-style-type: none"> <li>▪ Daily/weekly site visits as needed.</li> <li>▪ Coordinate with contractor on construction and/or questions.</li> <li>▪ Review and respond to request for information and/or change orders.</li> <li>▪ Review paving and concrete mix submittals, shop drawings, etc.</li> <li>▪ Review and approve Pay Applications.</li> <li>▪ Coordinate project closeout, prepare closeout documents and coordinate with contractor to complete required items.</li> </ul>                                   | <p>Hourly NTE</p> | <p>\$10,000.00</p> |

**Total Estimated Fees      \$32,000.00**

## REIMBURSABLE EXPENSES

Reimbursable expenses shall include actual expenditures made by Bowman in the interest of the Project and will be invoiced at the actual cost to Bowman plus fifteen percent (15%) for handling and indirect costs. Reimbursable expenses shall include but not be limited to costs of the following:

- Mailing, shipping, and out source delivery (i.e. DHL, FedEx) costs.
- Fees and expenses of special consultants as authorized by the Client.

## REPROGRAPHIC AND COURIER CHARGES

Reprographic, plotting, in-house courier, and archive retrieval services will be invoiced in accordance with Schedule A attached hereto.

## OTHER TERMS

This proposal is based on the scope of services indicated herein and the information available at the time of the proposal preparation. If any additional services are required due to unforeseen circumstances and/or conditions, client or regulatory requested revisions, additional meetings, regulatory changes, etc., Bowman will notify the client that additional scope of work and fees are required and will obtain the client's written approval prior to proceeding with any additional work.

Bowman's Standard Terms and Conditions and Hourly Rate Schedule are attached hereto and incorporated into this Proposal by reference.

Please indicate your acceptance of this proposal by executing below and returning a copy to this office. Thank you for the opportunity to provide service to City of Dacula.

Sincerely,

**Bowman Consulting Group Ltd.**



Kevin Whigham  
Director, Civil Engineering

**City of Dacula** hereby accepts all terms and conditions of this Proposal (including the Standard Terms and Conditions) and authorizes Bowman to proceed with the Project, and the undersigned represents that he or she is authorized by City of Dacula to so execute this Proposal.

**City of Dacula**

By:

Title:  
Date:

## BOWMAN CONSULTING GROUP LTD.

### SCHEDULE A - FEES FOR REPROGRAPHIC, DELIVERY, TRAVEL AND OTHER SERVICES

January 2022

#### Reprographic Services

|                    |  |
|--------------------|--|
| B&W Photo Copies   | \$0.35/sf, or \$0.23 for 8-1/2" x11" sheet |
| Color Photo Copies | \$0.50/sf, or \$0.32 for 8-1/2" x11" sheet |
| Printing (bond)    | \$0.35/sf, or \$2.10 for 24" x 36" sheet   |
| Printing (mylar)   | \$3.00/sf, or \$18.00 for 24" x 36" sheet  |

Binding, Mounting and Folding of plan sets, reports, or drawings will be invoiced at our standard hourly rates. Copying of Plans that have been archived in storage is subject to a minimum archive retrieval fee of \$50 plus applicable reprographic fees above.

#### Delivery Services

In-house delivery services are invoiced at \$2.00 per mile (one way) and subject to a minimum \$20.00 charge for standard delivery during normal business hours. Rush services and times outside normal business hours are subject to a minimum \$20.00 surcharge.

Outsourced courier services (i.e. Federal Express, DHL, etc.) are invoiced at cost plus 15%.

#### Travel

Mileage for employee travel by car to facilitate the project, including travel to the project site and for meetings with the client, project team, contractors, or governmental agencies, will be invoiced at the current IRS standard mileage rate.

Airfare and/or lodging to facilitate the project will be coordinated with the client in advance and will be invoiced at cost plus 15%.

#### Miscellaneous

Other costs associated with sub-consultants, specialty equipment, laboratory testing, field testing, tolls, parking or other miscellaneous items will be invoiced at cost plus 15%.

Initials: Bowman *K.W.* / Client

## BOWMAN CONSULTING GROUP LTD.

### SCHEDULE B - HOURLY RATE

January 2022

| CLASSIFICATION                       | HOURLY RATES                            |
|--------------------------------------|---|
| Principal                            | \$290.00/HR                             |
| Department Executive                 | \$230.00/HR                             |
| Senior Project Manager               | \$215.00/HR                             |
| Project Manager                      | \$180.00/HR                             |
| Project Coordinator                  | \$105.00/HR                             |
| Senior Surveyor                      | \$195.00/HR                             |
| Engineer I   II   III                | \$115.00/HR   \$125.00/HR   \$155.00/HR |
| Planner I   II   III                 | \$125.00/HR   \$145.00/HR   \$165.00/HR |
| Designer I   II   III                | \$115.00/HR   \$125.00/HR   \$130.00/HR |
| CADD Drafter I   II   III            | \$ 80.00/HR   \$105.00/HR   \$115.00/HR |
| Construction Inspector               | \$165.00/HR                             |
| Landscape Architect I   II   III     | \$115.00/HR   \$130.00/HR   \$155.00/HR |
| GIS Developer I   II   III           | \$125.00/HR   \$165.00/HR   \$195.00/HR |
| Right of Way Specialist I   II   III | \$110.00/HR   \$125.00/HR   \$140.00/HR |
| Survey Technician I   II   III       | \$ 85.00/HR   \$110.00/HR   \$135.00/HR |
| Project Surveyor                     | \$165.00/HR                             |
| Survey Field Crew – 1 Man            | \$145.00/HR                             |
| Survey Field Crew – 2 Man            | \$180.00/HR                             |
| Survey Field Crew – 3 Man            | \$220.00/HR                             |
| 3D Scanning Crew                     | \$250.00/HR                             |
| Survey Field Technician              | \$ 75.00/HR                             |
| 3D/UAV Modeling Technician           | \$155.00/HR                             |
| UAV Operation                        | \$280.00/HR                             |
| SUE Field Crew - 1 Man               | \$140.00/HR                             |
| SUE Field Crew - 2 Man               | \$165.00/HR                             |
| SUE Field Crew - 3 Man               | \$210.00/HR                             |
| SUE Field Crew - 4 Man               | \$265.00/HR                             |
| SUE Utility Coordinator              | \$160.00/HR                             |
| SUE Technician I   II   III          | \$ 85.00/HR   \$110.00/HR   \$135.00/HR |
| Machine Control Technician           | \$145.00/HR                             |
| Administrative Professional          | \$ 90.00/HR                             |

Initials: Bowman *K.W.* / Client

Table 1812018 - DEFAULT 2022 Florida/Georgia

## BOWMAN CONSULTING GROUP LTD. SCHEDULE C - REQUEST FOR INFORMATION

|  |  |
|--|--|
| <b>Accounts Payable Contact:</b>             |  |
| Point of Contact:                            |  |
| Phone:                                       |  |
| Fax:   |  |
| E-Mail:                                      |  |
| <b>Billing Information:</b>                  |  |
| Billing Entity:                              |  |
| Billing Address:                             | <input type="checkbox"/> Same as Proposal              |
|  | <input type="checkbox"/> If Different, Please Provide: |
| <b>Billing Requirements:</b>                 |  |
| Invoice Due Date:                            |  |
| Requirements/Attachments:                    |  |
| Invoices Transmitted Via Electronic Mail to: |  |
| Offer ACH Direct Deposit:                    | <input type="checkbox"/> Yes, Contact:                 |
|  | <input type="checkbox"/> Not Sure, Contact Our Office  |
|  | <input type="checkbox"/> Not At This Time              |

Initials: Bowman *K.W.* / Client

## BOWMAN CONSULTING GROUP LTD. TERMS AND CONDITIONS

These Terms and Conditions are incorporated by reference into the Proposal and its exhibits (the "Proposal") from Bowman Consulting Group, Ltd. ("Bowman") to City of Dacula ("Client") for performance of services described in the Proposal and associated with the project described in the Proposal (the "Project"), and in any subsequent approved Change Order related to the Project. These Terms and Conditions, the accepted Proposal, and any Change Orders or other amendments thereto, shall constitute a final, complete, and binding agreement (the "Agreement") between Bowman and Client, and supersede any previous agreement or understanding.

1. **Scope of Services.** Bowman will provide the services expressly described in and limited by the Proposal (the "Scope"). If in Bowman's professional judgment the Scope must be expanded or revised, Bowman will forward a change order agreement to Client that describes the revision to the Scope (the "Change Order") and the adjusted fee associated therewith.
2. **Standard of Care.** The standard of care for all services performed by Bowman for Client shall be the care and skill ordinarily used by members of the applicable profession practicing under similar circumstances at the same time and locality of the Project. Client shall not rely upon the correctness or completeness of any design or document prepared by Bowman unless such design or document has been properly signed and sealed by a licensed professional on behalf of Bowman.
3. **Payment Terms.** Bowman will invoice Client monthly or more frequently based on a percentage of the work completed for lump sum tasks, number of units completed for unit tasks, and actual hours spent for hourly tasks. Invoices are due and payable in full upon receipt without offset of any kind or for any reason. Bowman shall have the discretion to apply payments made by Client to an invoice or retainer account of Client in accordance with its business practices. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month from the invoice date on any unpaid balance not received by Bowman within thirty (30) days of the invoice date. Payment of invoices is subject to the following further terms and conditions:
  - a. If any invoice is not paid in full within forty-five (45) days of the invoice date, and Client has not timely and in good faith disputed the invoice as provided below, Bowman shall have the right at its election by giving notice to Client to either: (i) suspend the performance of further services under this Agreement and, at its sole discretion, suspend the performance of further services on other projects which are being performed by Bowman on behalf of Client or any related Client entities, until all invoices are paid in full and Bowman has received a retainer in such amount as Bowman deems appropriate to be held as described below; or (ii) deem

Client to be in material breach of this Agreement and proceed pursuant to Section 17 below. Client agrees to pay any and all charges, costs or fees incurred in collection of unpaid invoices, including reasonable attorneys' fees and costs. Following Bowman's election above, Bowman shall bear no liability to Client or any other person or entity for any loss, liability or damage resulting from any resulting delay, and any schedule for the performance of services hereunder prepared previously shall be deemed void with any future schedule for the performance of services requiring the approval of both Client and Bowman.

- b. If Client disputes any submitted invoice, Client shall give written notice to Bowman within thirty (30) days of the invoice date detailing the dispute. If no written notice of a dispute is provided to Bowman within that time period, the invoice shall then be conclusively deemed good and correct. If part of an invoice is disputed, Client shall remain liable to timely pay the undisputed portion of the invoice in accordance with the terms of this Agreement. Client and Bowman shall promptly negotiate in good faith to resolve any disputed portion of an invoice.
- 4. Retainer and Other Payments.** Bowman reserves the right to require that Client make a payment to be held by Bowman as an advance against future billings (the "Retainer"). The Retainer is not intended as the regular source of payment for invoices issued to Client under this Agreement or otherwise, and the parties intend that the Retainer be applied to the final invoice for the services described in the Agreement, or against any other unpaid amounts owed to Bowman should Client (or any affiliate of Client) fail to timely pay invoices due Bowman. The Retainer account may consist in part of payments applied by Bowman pursuant to the authority granted it under Paragraph 3 above. If the Retainer is applied during the course of the Agreement, Client agrees to promptly replenish the Retainer upon request of Bowman. Upon the conclusion of this Agreement, or its earlier termination, Bowman shall (a) apply the Retainer to any unpaid amount owed Bowman by Client (or its affiliates), and (b) return any unapplied portion to Client. The Retainer shall not be required to be held in a separate account nor shall it bear interest, and the Retainer may include other amounts paid to Bowman by Client with respect to the Project or other projects.
  - 5. Client Duties and Responsibilities.** Client shall inform Bowman of any special criteria or requirements related to the Project or Scope, and shall timely and at its cost furnish any and all information in its possession relating to the Project, including reports, plans, drawings, surveys, deeds, topographical information and/or title reports. Bowman shall bear no responsibility for errors, omissions, inaccuracy or incompleteness in third-party information or additional costs arising out of its reliance upon such third-party information supplied by Client. Client warrants and represents that: (a) Client has obtained the full and unconditioned prior written consent from any third-party for Bowman to use such third-party information; (b) such consent shall be provided to Bowman upon request; and (c) such consent shall be in a form that, in Bowman's reasonable discretion, does not violate any applicable law, regulation, or code of ethics. If the Scope requires a current title report, Client shall timely and at its cost provide such title report to Bowman. If the Scope includes preparation of plats to be recorded in the land records of the Project jurisdiction, Client shall timely prepare, submit, and record necessary deeds and pay all recording fees



associated with deeds and plats. All off-site easements are the responsibility of Client. Client shall indemnify and hold harmless Bowman from and against any and all claims, demands, losses, costs, and liabilities, including without limitation reasonable attorney fees and expenses incurred by Bowman and arising out of (a) Client's breach of this Agreement or (b) an action by Client or a third-party with respect to any matter not included in the Scope or that is excluded from the responsibility of Bowman pursuant to this Agreement.

- 6. Insurance.** Bowman and its employees are protected by workman's compensation, commercial general liability, automobile liability, and professional liability insurance policies. Upon request of Client, Bowman shall provide a certificate of insurance to Client evidencing such coverage and shall attempt to include Client as an additional insured on those coverages that permit additional insured status. Client acknowledges it has been offered the opportunity to review the current limits of such coverage and finds them satisfactory, and further agrees that in no event shall Bowman's liability to Client or any party claiming through Client be greater than the limits of such insurance. From time to time Bowman may, without notice to Client, amend the carriers, conditions, exclusions, deductibles or limits of any such insurance; provided that prior to any decrease in any insurance limit becoming effective Bowman shall give notice thereof to Client.
- 7. Potential Liability of Bowman.** The following provisions shall operate with respect to any potential liability of Bowman arising under the Agreement:

  - a. Client may not assert that there is a breach, defect, error, omission or negligence in the services performed by Bowman that Client believes creates liability on the part of Bowman unless Client gave written notice to Bowman not later than the first to occur of (i) the beginning of any corrective work, or (ii) thirty (30) days after Client had knowledge of the existence of the breach, defect, error, omission or negligence. Bowman shall have the opportunity to participate in decisions regarding the corrective work, and Client shall ensure that corrective action is taken at the lowest reasonable expense under the circumstances.
  - b. Notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Bowman and Bowman's officers, directors, partners, employees, agents, and consultants to Client and anyone claiming through Client, shall not in any manner whatsoever exceed the direct losses incurred by Client (to the extent of and in proportion to Bowman's comparative degree of fault) that resulted from the error, omission or negligent act of Bowman in the performance of services under this Agreement.
  - c. To the fullest extent permitted by law, Bowman and Bowman's officers, directors, partners, employees, agents, and sub-consultants shall not be liable to Client or anyone claiming through Client for any incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or this Agreement, regardless of whether such damages are alleged to be caused by the negligence, professional errors or omissions, strict liability, breach of contract, or breach of express or implied warranty.

- d. Client agrees that Bowman's shareholders, principals, partners, members, agents, directors, officers and/or employees shall have no personal liability whatsoever arising out of or in connection with this Agreement or the performance of services hereunder, except for any negligent acts performed by such individuals.
- 8. Certificate of Merit.** In addition to the requirement of notice under section 7(a) above, Client shall make no claim (whether directly or in the form of a third-party claim) against Bowman unless Client shall have first provided Bowman with a written certification executed by an independent professional licensed in the state in which the Project is located and licensed in the profession to which the claim relates. Such certificate shall: (a) contain the name and license number of the certifier; (b) specify each and every act or omission which the certifier contends constitutes a violation of the standard of care expected of a professional performing professional services under similar circumstances; (c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation; and (d) be provided to Bowman thirty (30) days prior to the presentation of and as a precondition to any such claim, or the institution of any mediation, arbitration, judicial or other dispute resolution proceeding.
- 9. Conflict Resolution and Applicable Law.** Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, that cannot be resolved by the parties and for which the amount in controversy is less than One Hundred Thousand Dollars (\$100,000.00) shall be settled by arbitration administered in Atlanta, Georgia by the American Arbitration Association in accordance with its Commercial Arbitration Rules and Expedited Procedures, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the parties. For any other dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, the parties agree to first submit such dispute, controversy or claim to non-binding mediation, with each party to bear its own costs of such mediation and to equally share the costs of any mediator. If such mediation does not successfully resolve all issues, then the parties agree that the state courts located in Georgia shall have jurisdiction and venue over such dispute. This Agreement shall be governed and interpreted in accordance with the laws of the state in which the Project is located, without giving effect to conflicts of laws principles thereof.
- 10. Ownership of Documents and Other Rights of Bowman.**
- a. All reports, plans, specifications, computer files, field data, notes, and other documents and instruments prepared by Bowman as instruments of service ("Work Product") shall remain the property of Bowman up until such time as all monies due to Bowman have been paid in full, at which time (i) Client may take possession of the Work Product, and (ii) Bowman shall be deemed to have granted Client a fully paid, non-exclusive license to use the same solely for the Project. Subject to such license Bowman shall retain all common law, statutory, and other reserved rights, including the copyright to all Work Product. If Client or a party acting on Client's behalf modifies any part of the Work Product or reuses them on a different project, Client agrees to indemnify and hold Bowman harmless from any claim,

liability or cost (including reasonable attorneys' fees and defense costs) arising therefrom. Client acknowledges that if Bowman provides Client with Work Product in an electronic or digital format ("Electronic Data"), Client is responsible for cross checking the Electronic Data with the applicable paper document for full conformance and consistency between such paper document and the Electronic Data.

- b. Bowman reserves the right to include photographs and descriptions of the Project in its promotional, marketing, and professional materials. Client grants its consent to Bowman for Bowman to install reasonable signage at the Project equivalent to that which is or could be installed by other vendors to the Project.
- 11. Modification.** From time to time Bowman may either in writing or by electronic mail submit a Change Order to Client and Client shall be deemed to have approved such Change Order if: (a) Client signs the Change Order; (b) Client signifies its consent to the Change Order by electronic mail; or (c) a representative of Client with actual or apparent authority to approve the Change Order orally approves it and Bowman subsequently confirms such approval in writing or by email and begins work associated therewith without receiving written or electronic mail objection thereto. Except for Change Orders authorized by Client as provided immediately above, this Agreement may be amended, modified, or supplemented only in writing signed by all parties hereto. Any signature required or permitted hereunder may be either by hand or by electronic signature.
- 12. Exclusions from Scope.** By way of illustration and not limitation, unless specifically included in the Scope, Bowman has no obligation or responsibility for: (a) favorable or timely comment or action by any governmental entity; (b) taking into account off-site conditions or circumstances that are not clearly visible or reasonably ascertainable by the performance of on-site services; (c) the accurate location or characteristics of any subsurface utility or feature that is not clearly and entirely visible from the surface; or (d) structural design (including, but not limited, to structural design of retaining wall(s) or of special drainage structure(s)).
- 13. Limits of Scope.**
- a. Early Bid Documents. Client agrees that if it requests submission of Work Product documents to contractors for bid purposes either prior to full completion thereof by Bowman or prior to final governmental approval, the potential exists for additional design and construction costs arising from required subsequent revisions and additions to Bowman design documents so as to conform to those of other design disciplines and/or governmental agencies, and any such costs shall be Client's responsibility.
  - b. Estimates. Any cost, timing or quantity estimates provided as a part of the Scope are estimates only and reflect Bowman's judgment as a design professional familiar with the construction industry, but expressly do not represent a guarantee of quantities or construction costs. Client agrees that Bowman has no control over contractors as to cost, timing, or quantity matters, and further agrees that if Client

desires greater accuracy as to construction costs it should engage an independent cost estimator.

- c. Construction Means and Methods. Client agrees that Bowman does not control and is not responsible for construction means, methods, techniques, sequences, or procedures, or for any safety precautions in connection with the Project or for the acts or omissions of any contractor, subcontractor, or any other person or entity performing work for the Project.
  - d. Shop Drawing Review. If specifically included in the Scope, Bowman shall review and check the contractor's shop drawings, product data, and samples, but only for the limited purpose of checking for general conformance with the intent of such contract documents. Client acknowledges that such review is not for the purpose of determining or substantiating the accuracy and completeness of other details, such as dimensions or quantities, or for substantiating instructions for installation or performance of equipment or systems designed by the contractor. Bowman's review shall not constitute approval of safety precautions, construction means, methods, techniques, schedules, sequences or procedures, or of structural features.
  - e. Plan and Permit Processing. If the Scope includes preparation of plans and/or plats for review and approval by public agencies, submission and processing of such plans and plats in a manner consistent with a normal course of business is included within the Scope. If Client requests Bowman to either expedite the plan review process by attending meetings, hand carrying plans and documents from agency to agency, or performing similar services, or to prepare and process permit applications of any type, then, unless specifically included in the Scope, those services will be performed by Bowman as hourly rate services under Section 14 below.
  - f. Building Plan Coordination. If the Scope includes preparation of site plans, site grading plans, subdivision plans, or similar plans that involve coordination with building plans (including architectural, mechanical, structural, or plumbing plans) to be prepared by others, Client shall provide such building plans to Bowman by such date and in such state as Bowman reasonably deems necessary to timely perform its services. If Client fails to so provide building plans to Bowman, Bowman may make reasonable assumptions regarding building characteristics in order to timely perform its services and any later revisions to Bowman plans required to properly coordinate them with building plans will require a Change Order, subject to an additional fee.
- 14. Fees by Hourly Rate Schedule.** If Client requests Bowman to perform services not included in the Proposal or an approved Change Order (including, without limitation, attending meetings and conferences on an as-needed basis with public agencies), Client shall compensate Bowman for such services in accordance with the Hourly Rate Schedule attached to and made a part of the Agreement. Expert witness testimony or participation at legal discussions, hearings or depositions, including necessary preparation time, will be

charged at 150% of the quoted rates. If the Project extends beyond the calendar year in which the Proposal is dated, Bowman may, by giving notice to Client, revise its Hourly Rate Schedule once each calendar year, but no sooner than twelve (12) months after the date of the Proposal.

- 15. Covenants Benefiting Third-Parties.** Bowman and Client acknowledge that from time to time third-parties may request Bowman to execute documents which benefit that third-party. These documents may include certifications, consent of assignment, and/or waiver of certain of Bowman's rights under this Agreement ("Requested Covenant"). Client acknowledges that execution of Requested Covenants is beyond the Scope, is at Bowman's discretion, and, if Bowman decides to so execute a Requested Covenant, the language, terms, and conditions of such Requested Covenant must be acceptable to Bowman, at Bowman's discretion.
- 16. Assignment.** This Agreement may not be assigned by one party without the express written consent of the other party. Notwithstanding the foregoing, Bowman may employ consultants, sub-consultants, or subcontractors as it deems necessary to perform the services described in the scope. Also, Bowman may assign its right to receive payments under this Agreement.
- 17. Termination.** Either party may terminate the provision of further services by Bowman under this Agreement for convenience with thirty (30) days advance notice to the other party. In addition, following a material breach by the other party, the non-breaching party may terminate the provision of further services by Bowman under this Agreement by giving ten (10) days prior notice and an opportunity to cure to the reasonable satisfaction of the non-breaching party. Client acknowledges that its failure to timely pay undisputed invoices is a material breach and that full payment of all undisputed invoices is required to cure such breach. Following any termination of services: (a) Client shall immediately pay Bowman for all services performed through the termination date, including reasonable costs of transitioning the Project to a new design professional designated by Client, if applicable; (b) if the termination by Bowman resulted from a material breach by Client, Bowman shall have the right to withdraw any Work Product or other documents filed with any governmental agency by Bowman in its name on behalf of Client; and (c) if Client selects a new design professional then, as a condition of transferring any files or documents, Client and Client's new design professional shall execute Bowman's standard Electronic File Transfer Agreement or such other similar agreement as the parties shall in good faith negotiate.
- 18. Miscellaneous.** If any provision of this Agreement shall be held invalid, illegal or unenforceable, the other provisions of this Agreement shall remain in full force and effect. The failure of a party to enforce any provision hereof shall not affect its right at a later time to enforce same. A waiver by a party of any condition or breach hereunder must be in writing to be effective and, unless that writing provides otherwise, shall waive only one instance of that condition or breach. This Agreement is solely for the benefit of the parties hereto and, to the extent provided herein, their respective affiliates, directors, officers, employees, agents and representatives, and no provision of this Agreement shall be to confer upon third-parties any remedy, claim, liability, reimbursement, cause of action, or

other right. The headings in this Agreement are for convenience and identification purposes only, are not an integral part of this Agreement, and are not to be considered in the interpretation of any part hereof. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. References in this Agreement to any gender shall include references to all genders. Unless the context otherwise requires, references in the singular include references in the plural and vice versa. The words "include," "including," or "includes" shall be deemed to be followed by the phrase "without limitation." The individual who signs this Agreement warrants that he has the authority to sign as, or on behalf of, Client, and to bind Client to all of the terms and conditions of this Agreement. To the extent that they are inconsistent or contradictory, the terms of the Proposal or an authorized Change Order shall supersede these Terms and Conditions.

- 19. Notices.** Any notice, request, instruction, or other document to be given hereunder by a party hereto shall be in writing and shall be deemed to have been deemed delivered: (a) on the day sent if delivered personally or by courier service during regular business hours (i.e., prior to 5:00 p.m. on weekdays that are not Federal holidays); (b) on the business day after the day sent if sent by overnight delivery service; or (c) two business days after the day sent if sent by certified mail or delivered by two-day delivery service.

If to Client, notice shall be addressed to the individual signing this Agreement at the address noted on the Proposal.

If to Bowman, notice shall be sent to the address set forth in the proposal, with a copy sent to:

Bowman Consulting Group, Ltd.  
12355 Sunrise Valley Drive, Suite 520  
Reston, Virginia 20191  
Attn: Robert A. Hickey


or to such other individual or address as a party hereto may designate for itself by notice given as herein provided.

Initials: Bowman *K.W.* / Client



# Signature Certificate

Reference number: VMC2C-TWRH8-WRUZX-YWARV

| Signer   | Timestamp  | Signature   |
|--|--|---|
| <b>Kevin Whigham</b><br>Email: kwhigham@bowman.com<br><br>Sent: 12 Dec 2022 15:29:56 UTC<br>Viewed: 12 Dec 2022 15:31:03 UTC<br>Signed: 12 Dec 2022 15:33:57 UTC | 12 Dec 2022 15:29:56 UTC<br>12 Dec 2022 15:31:03 UTC<br>12 Dec 2022 15:33:57 UTC |  |
| <b>Recipient Verification:</b><br>✓Email verified  | 12 Dec 2022 15:31:03 UTC   | IP address: 96.83.9.209<br>Location: Hoschton, United States                        |

Document completed by all parties on:  
12 Dec 2022 15:33:57 UTC

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# memo

To: Mayor and City Council of Dacula  
From: Alethia Hyman, Tax Clerk  
Date: January 5, 2023  
Re: Refund Authorization Request – Overpayment of Property Taxes

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During the month of December, there were 4 requests for refunds totaling \$236.86.

As the Mayor and City Council are the taxing authority for the City, staff is requesting you approve the request to refund the following:

- |                              |            |                       |                              |
|------------------------------|------------|-----------------------|------------------------------|
| 1. Sharpton, Angie           | (\$21.94)  | 290 Maxey Street      | Interest overpaid at closing |
| 2. Old Fountain Assoc.       | (\$132.64) | 114 Dacula Road       | Property value reassessed    |
| 3. Corelogic / Shirley, Bill | (\$61.71)  | 0 Majestic Circle     | Error (taxes not escrowed)   |
| 4. Nyatuame, Daniel          | (\$20.57)  | 1437 Rolling View Way | Property value reassessed    |