CITY OF GAINESVILLE
PARKS AND RECREATION

REQUEST FOR PROPOSAL

RFP No. 18014
Desota Park Renovations – Tennis/Basketball Court Reconstruction

Proposal Release:  Friday, October 27, 2017
Pre-Proposal Meeting:  10:00 a.m., Wednesday, November 8, 2017
Proposal Questions Deadline:  10:00 a.m. Wednesday, November 22, 2017
Proposal Due Date:  3:00 p.m., Wednesday, December 6, 2017

Postal Return and Courier Delivery Address:
Gainesville Parks and Recreation
Gainesville Civic Center
830 Green Street NE
Gainesville, GA 30501
Sealed Proposals will be received by the Gainesville Parks and Recreation Agency, 830 Green Street, NE, Gainesville, GA 30501 until 3:00 p.m., Wednesday, December 6, 2017.

OVERVIEW

The City of Gainesville, Georgia Parks and Recreation Agency (Hereafter also referred to as “The Agency”) seeks sealed proposals for the removal of existing play courts, fencing, etc., grading and construction of new courts, construction of new concrete walkways, and installation of fencing and landscaping per Plan Specifications at Desota Park for its Parks and Recreation Agency.

The Agency desires to contract with a qualified contractor to perform the work per plan specifications. The work is expected to begin in December 2017 and be completed by end of April 2018.

PROPOSAL CORRESPONDENT

Upon Release of this Request for Proposal, all vendor communications concerning this acquisition must be directed to the Gainesville Parks and Recreation correspondent listed below:

Michael Graham, Deputy Director
Gainesville Parks and Recreation Agency
830 Green Street NE, Gainesville, GA 30501
Phone: 770.533.5857
FAX: 770.531.2681
mgraham@gainesville.org

Unauthorized contact regarding the proposal with other Gainesville City employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City of Gainesville. Vendor should rely only on written statements issued by the proposal correspondent.

PRE-PROPOSAL MEETING

A Pre-Proposal meeting will be held on site at Desota Park, 1142 Desota Street, Gainesville, GA 30501, on Wednesday, November 8, 2017 at 10:00 a.m. to discuss details of the RFP and familiarize prospective contractors with the work to be done.
PROPOSAL QUESTIONS

All questions must be submitted in writing to the proposal correspondent named above. Questions must be received by **10:00 a.m., Wednesday, November 22, 2017**. A list of questions and answers will be provided to all know proposers and by request. Requests may be made to the proposal correspondent named above.

PROPOSAL RESPONSE DATE AND LOCATION

The Agency must receive the vendor’s proposal in a sealed envelope, in its entirety, not later than **3:00 p.m., Eastern Standard Time in Gainesville, Georgia on Wednesday, December 6, 2017**. Proposals arriving after the deadline will be returned unopened to their senders. All proposals and accompanying documentation will become the property of the Agency and may not be returned. One (1) original and (2) copies of this proposal must be submitted to allow for evaluation. Proposals must be clearly marked on the outside of the package:

**Desota Park Renovations – Tennis/Basketball Court Reconstruction; RFP#18014.**

Vendors assume the risk of the method of dispatch chosen. The Agency assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt. Late proposals will not be accepted nor will additional time be granted to any vendor. Proposals may not be delivered by facsimile transmission or other telecommunication or solely by electronic means.

Proposal Schedule:

- **Proposal Release:** **Friday, October 27, 2017**
- **Pre-Proposal Meeting:** **10:00 a.m., Wednesday, November 8, 2017**
- **Proposal Questions Deadline:** **Wednesday, November 22, 2017 by 10:00 a.m.**
- **Proposal Due Date:** **Wednesday, December 6, 2017 at 3:00 p.m. EST**
- **Award Date:** **Tuesday, December 15, 2017 (subject to final proposal review and approval)**
- **Contract Date:** **December 18, 2017 to April 30, 2018**

WAIVER OF TECHNICALITIES

All items must meet or exceed specifications as stated by the Agency. The Agency reserves the right to waive any technicalities and to reject or accept any Proposal in its entirety or to accept any portion 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 Agency. Award may be made by item number or in total. Determination of best response to proposal will be the sole judgment of the Agency. Proposals shall remain valid for ninety days for the date of proposal opening.

PROPOSAL REJECTION

The Agency reserves the right to reject any or all proposals at any time without penalty. Any vendor, who acts as a supplier to another vendor submitting a proposal and also submits a proposal of their own, will be viewed as participating in Collusive behavior. This behavior displays a pattern or
practice of unethical or immoral business practices. Any vendor associated with this practice may be banned from doing business with the City of Gainesville for up to three years.

MODIFICATION OF PROPOSALS

Any clerical mistake that is patently obvious on the face of the proposal may, subject to the limitations described below, be corrected upon written request and verification submitted by the proposers. A nonmaterial omission in a proposal may be corrected if the Agency determines that correction to be in the Agency’s best interest. Omissions affecting or relating to any of the following shall be deemed material and shall not be corrected after Proposal opening:

(1) Price Information; and
(2) Any required insurance

WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn at any time prior to the proposal opening. After proposals have been publicly opened, withdrawal of a proposal shall be based upon the following:

The Proposer shall give notice in writing of his claim of right to withdraw his proposal due to an error within two business days after the conclusion of the proposal opening procedure. Proposals may be withdrawn from consideration if the price is substantially lower than the other proposals due solely to a mistake therein, provided the proposal was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the proposal, which unintentional arithmetical error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the proposal sought to be withdrawn. The proposer’s original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his proposal. If a proposal is withdrawn under the authority of this provision, the lowest remaining responsive proposal shall be deemed to be the low proposal.

PROPOSER’S RESPONSIBILITY

When determining whether a proposer is responsible, or when evaluating a proposal, the following factors may be considered, any one of which will suffice to determine whether a proposer is responsible or the proposal is the most advantageous to the Agency:

• The ability, capacity and skill of the proposer to perform the contract or provide the equipment and/or service required.
• The character, integrity, reputation, judgment, experience and efficiency of the proposer.
• Whether the proposer can perform the contract within the time specified.
• The quality of performance of previous public and private contracts or services, including, but not limited to, the proposer’s failure to perform satisfactorily or complete any written contract. The Agency’s termination for default of a previous contract with a proposer, within the past three years, shall be deemed to be such a failure.
• The previous and existing compliance by the Proposer with laws relating to the contract or service.
• Evidence of collusion with any other Proposers, in which case colluding proposers will be restricted from submitting further proposals on the subject project or future proposals, for a period not less than three years.
• The proposer has been convicted of a crime of moral turpitude or any felony, excepting convictions that have been pardoned, expunged or annulled, whether in this state, in any other state, by the United States, or in a foreign country, province or municipality. Proposer shall affirmatively disclose to the Agency all such convictions, especially of management personnel or the proposers as an entity, prior to notice of award or execution of a contract, whichever comes first. Failure to make such affirmative disclosure shall be grounds, in the Agency’s sole option and discretion, for termination for default subsequent to award or execution of the contract.

• If the proposer will be unable, financially or otherwise, to perform the work.

• At the time of the proposal opening, the proposer is not authorized to do business in the State of Georgia, or otherwise lacks a necessary license, registration or permit.

• Any other reason deemed proper by the Agency.

NON-ENDORSEMENT

As a result of the selection of a vendor to supply products and/or services to the Agency, the Agency is neither endorsing nor suggesting that the vendor’s product is the best or only solution. The vendor agrees to make no reference to the Agency in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the Agency.

PROPRIETARY PROPOSAL MATERIAL

Any information contained in the proposal that is proprietary will be neither accepted nor honored. All information contained in this proposal is subject to public disclosure.

RESPONSE PROPERTY OF THE AGENCY

All material submitted in response to this request becomes the property of the Agency. Selection or rejection of a response does not affect this right.

NO OBLIGATION TO BUY

The Agency reserves the right to refrain from contracting with or purchasing from any vendor. The release of this proposal does not compel the Agency to purchase.

COST OF PREPARING PROPOSALS

The Agency is not liable for any cost incurred by vendors in the preparation and presentation of proposals and demonstrations submitted in response to this proposal.

NUMBER OF PROPOSAL COPIES REQUIRED

Vendors are to submit one (1) original Proposal and two (2) copies.

ADDENDA

Proposers are responsible to check the City of Gainesville’s website for the issuance of any addenda prior to submitting a proposal. The address is http://www.gainesville.org/purchasing. Receipt of any amendment must be acknowledged in writing prior to the stated submission deadline. Such acknowledgement may be submitted with the offer.

PROPOSAL AWARD AND EXECUTION
The Agency will select the proposal that, in its sole discretion, is the most responsive and responsible proposal to the Agency. The Agency reserves the right to make any award without further discussion of the proposal submitted; there may be no best and final offer procedure. Therefore, the proposal should be initially submitted on the most favorable terms the vendor can offer. The specification may be altered by the Agency based on the vendor’s proposal and an increase or reduction of services with the vendor may be negotiated before proposal award and execution.

Should the owner require additional time to award the Contract, the time may be extended by the mutual agreement between the Owner and the successful Bidder. If an award of Contract has not been made within ninety days from the Bid date or within the extension mutually agreed upon, the Bidder may withdraw the Bid without further liability on the part of either party.

LOCAL VENDOR PREFERENCE

Local Vendor means a bidder or offeror which operates and maintains a brick and mortar business, i.e. a physical business address, within the city limits of the City of Gainesville, has a current business license, has paid in full all real and personal taxes owed the City, is considered a vendor in good standing with the City and can obtain an active vendor status.

A local vendor may receive an opportunity to match for purchases, bids, proposal or contracts over $20,000 and less than $150,000. The local vendor may be given an opportunity to match the lowest price proposal, if the quotation or bid of the local vendor is within 3% of the lowest price proposal by a non-local vendor. In the event a local vendor matches the lowest price proposal, including all other terms, quality, services and conditions, then the local vendor shall be awarded the contract.

In the event the price proposal of more than one local vendor is within 3% of the lowest overall price proposal of a non-local vendor, the local vendor with the lowest proposal will be given the first opportunity to match the lowest overall price proposal. If this local vendor declines to match the price proposal, then the local vendor with the next lowest bid within 3% will be given the opportunity to match the lowest proposal. This process will continue with all local vendors having proposal within 3% of the lowest overall bid by a non-local vendor.

Policy to be stated. This policy shall be so stated in all applicable solicitations.

Exemptions. This provision does not apply to public works construction projects or road projects pursuant to the laws of the State of Georgia (O.C.G.A §36-91 or §32-4).

PROPOSAL REQUIREMENTS/EVALUATION CRITERIA

The Agency will evaluate all written submittals. It is incumbent upon the proposers to demonstrate within their proposals how each requirement will be satisfied. All Proposals must meet the specification as outlined in this Proposal. The Agency reserves the right to investigate the qualifications and experience of the proposers, or to obtain new proposals. Proposals not sufficiently detailed or in an unacceptable form may be rejected by the Agency. Dates and documentation included in the proposal become public information upon opening the proposals. Interested firms must follow the process outlined in the following pages in submitting their proposal.

The following criteria, not listed in order of importance, will be used to evaluate proposals.

- Terms, condition and pricing.
• The financial ability of the proposer.

• If the Agency chooses this option, the cost of the proposer’s warranties and/or maintenance agreement and scope of coverage.

• Depth of the proposer’s experience

• Type of durability/quality of product(s).

• Types and cost of amenities available for the product(s).

Proposer Requirements

• Proposer must have five years of continuous experience.

• Bid Bonds, as well as, Performance and Payment Bonds shall be required for all projects costing fifty thousand dollars ($50,000) or greater. The City may, at its discretion, require bid, performance, and payment bonds for any contract where the cost is less than the previously stated thresholds. In lieu of the bid bond described above, an offeror may submit with the bid or proposal a cashier’s check, certified check, or irrevocable letter of credit payable to the City in an amount not less than 5% of the purchase price specified in the bid or proposal provided that the form of such letter of credit and the lending institution have been approved by the City in advance. This section shall apply to projects not otherwise governed by State Law.

• Proposer must provide evidence, satisfactory to the Agency, of the following insurance requirements:
  
  o Owner requires the Contractor to have and maintain the following insurance coverage and indemnification provisions with the City of Gainesville, Parks and Recreation Agency named as an additional insured hereunder.

  o The Contractor agrees to provide and maintain insurance coverage until the contract is completed and to furnish certificates from its insurance carriers showing that it carries insurance in the following minimum limits:

  
<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability:</td>
<td>$2,000,000 Products (Completed/Operations Aggregate)</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 Each Occurrence</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 Personal &amp; Advertising Injury</td>
</tr>
<tr>
<td></td>
<td>$5,000 Medical Expense any One Person</td>
</tr>
<tr>
<td></td>
<td>$50,000 Damage to Rented Premises</td>
</tr>
<tr>
<td></td>
<td>$2,000,000 General Aggregate</td>
</tr>
<tr>
<td>Automobile Liability (Bodily and Property):</td>
<td>$1,000,000 Combined Single Limit per Accident</td>
</tr>
<tr>
<td>Excess/Umbrella Liability:</td>
<td>$1,000,000 Each Occurrence/Aggregate</td>
</tr>
<tr>
<td>Workers’ Compensation:</td>
<td>Statutory Limits</td>
</tr>
<tr>
<td>Employer’s Liability:</td>
<td>$1,000,000 Each Employee</td>
</tr>
</tbody>
</table>
Proof of Insurance

The Contractor shall furnish the Agency with certificates showing the type, amount, class of operations covered, effective dates, and date of expiration of policies. Such certificates shall also contain substantially the following statement: The insurance covered by this certificate will not be cancelled or materially altered, except after thirty (30) days written notice has been received by the Agency.

Responsibilities of the Proposer

The Proposer, at its sole expense shall:

- Deliver, install, test, adjust, and provide product and/or service.
- If the City selects this option, provide routine maintenance and service included replacing all parts of Equipment which are faulty and/or worn out.
- Repair or replace inoperable items within 48 hours of notification by the City.
- Comply with all laws, ordinances, regulations, requirements and rules with respect to the delivery, installation, maintenance, or service of the product and/or service.

SELECTION PROCESS AND CRITERIA

The successful proposer will be selected based upon responses to the required information. In selecting a company, the Agency will consider all items required by the RFP. A review committee consisting of one or more persons will be established to review, evaluate and rate all proposals. The review committee will assess and rate proposals on the basis of criteria provided in the RFP. The proposal containing the highest score will be selected by the Agency. The review committee may request clarification or other information from the proposers. The review committee has the authority to recommend acceptance of a proposal (highest score) or the rejection of all proposals.

It is the responsibility of the contractor to provide in its submittal all information requested. The Agency must be able to clearly determine from the information provided, the Contractor’s capability to perform the services requested. The proposer cannot presume that the Agency has the expertise or experience of the Contractor unless it is so stated.

Proposals will be scored according to the Selection Criteria presented below. Proposals will be ranked based on scores up to a maximum of 100 points with limits as identified per category.

- Total Costs (All inclusive) 45%
- Experience & References 20%
- Timeframe to complete project 20%
- Warranty 10%
- Responsiveness to RFP 5%
The City of Gainesville is an equal opportunity owner/employer and will not discriminate against any vendor because of race, creed, color, religion, sex, national origin, or ADA disability status.

PROJECT SPECIFICATIONS

Specifications for the Project are provided in the attached site development plan. (Attachment A) Contractors can obtain a copy of the Plan from the City of Gainesville’s website: http://gainesville.org/purchasing.

SCOPE OF SERVICE SUMMARY

The project specifications are provided as a minimal requirement only. The City will consider any product/service that meets or exceeds the minimum requirements. Proposers shall provide information regarding the proposed product/service for evaluation by the Agency.

Before submitting a proposal, each Company must:

1. Examine the specifications and scope of work thoroughly. Plans are attached as Attachment A.
2. Visit the site to familiarize themselves with conditions at the site that may affect the performance of the work.
3. Familiarize themselves with all local laws, ordinances, rules and regulations affecting the performance of the work.
4. Carefully correlate observations with the requirements of the specifications.

Any costs incurred or implied in the preparation of this proposal will be at the expense of the Company. The Agency will not honor any request for reimbursement of costs incurred. The submission of a proposal will constitute an incontrovertible representation by the Company that they have complied with all of the above requirements.

I. Background and general scope of work:
   Contractor to reconstruct one (1) regulation asphalt tennis court and one (1) regulation asphalt basketball court at Desota Park located at 1142 Desota Street, Gainesville, GA 30501.

   The Agency wishes to contract the work to include:
   - Demolition and disposal of existing play courts, fencing, etc.;
   - Demolition and disposal of designated existing concrete walkways (if selected);
   - Installation of required erosion control and tree protection measures;
   - Grading, Drainage and Asphalt Installation;
   - Net Post, Center Strap and Anchor and Basketball Support Installation;
   - Court Surface Color Coating;
   - Playing Lines;
   - Installation of concrete walkways (if selected);
   - Installation of fencing;
   - Landscaping (if selected); and,
   - Clean-up.

II. Minimum Requirements – See Specifications (Attachment A)

III. Acceptance of Work

✓ Company shall perform all tasks and work necessary and incidental to bring the project to the appropriate level of completion as mutually agreed upon.

✓ The company shall employ the proposed staff to provide the services required in the professional quality and timeliness agreed upon.
✓ The failure of the contractor to satisfactorily complete work assignments within the time specified wherein the City of Gainesville has been given notice that the completion date is critical may be cause for termination.
✓ The Agency’s acceptance of required work, etc., shall not relieve the company from the obligation to correct any defective work, whether previously or subsequently noted, and all incomplete, inaccurate or defective work shall be remedied by the company on demand and at no cost to the Agency as per all warranties.

See Proposal Submittal Format beginning next page.

PROPOSAL FORMAT

Responders are required to submit their proposals in the following format.

I. Proposal Certification Completed (RFP Pages 11-12)
II. Qualifications and References (Minimum of 5 to include contact information)
III. Timeframe to complete project
IV. Completed Vendor Packet (As necessary)
V. Business License
VI. Certificate of Insurance

Owner requires the Contractor to have and maintain the following insurance coverage and indemnification provisions with the City of Gainesville Parks and Recreation Agency, 830 Green St. NE, Gainesville, GA 30501, named as an additional insured thereunder. The Contractor agrees to provide and maintain insurance coverage until the contract is completed and to furnish certificates from its insurance carriers showing that it carries insurance in the following minimum limits:

General Liability: $2,000,000.00

The City of Gainesville Parks and Recreation Agency must be named as an ADDITIONAL INSURED on the Lessees Certificate of Liability Insurance and must accompany this agreement.

VII. Vendor Application and Contract Administration

Any company wanting to do business with the City of Gainesville must complete a Vendor Application and be approved as an active vendor before any work or service can be provided. A copy of the Vendor Application Package can be found on the City of Gainesville official website at http://www.gainesville.org/purchasing.

The attached sample contract is the City’s standard contract document, which specifically outlines the contractual responsibilities. All applicants should thoroughly review the document prior to submitting a proposal. Any proposed revisions to the terms or language of this document must be submitted in writing with the applicant’s response to the RFP. Since the proposed revisions may result in a proposal being rejected if the revisions are unacceptable to the City, Applicants should review any proposed revisions with an officer of the firm having authority to execute the contract.
City of Gainesville
Parks and Recreation

REQUEST FOR PROPOSAL
Proposal No. 18014
Desota Park Renovations – Tennis/Basketball Court Reconstruction

Proposal Certification

Proposers must return the following certification with their proposals.

With my signature, I certify that I am authorized to commit my firm to the Proposal and that the information herein is valid for 90 days from this date.

I further certify that all information presented herein is accurate and complete and that the scope of work can be performed as presented in this proposal upon the City’s request.

Proposers Signature ________________________________________ Date ______________________

Name (printed) ____________________________________________ Title _______________________

Unofficial Witness Signature______________________________ Date ______________________

Name (printed) ____________________________________________ Title _______________________

Company___________________________________________________________________________

Address____________________________________________________________________________

Phone____________________________________ Fax______________________________

Email Address________________________________________________________________________

________________________________________________________________________________

Notary Public

Commission Expires:__________________________

Gainesville Parks and Recreation Agency Page 11 of 18 RFP – Desota Park – Tennis/Basketball Courts
City of Gainesville
Parks and Recreation

REQUEST FOR PROPOSAL
Proposal No. 18014

Desota Park Renovations – Tennis/Basketball Court Reconstruction

Proposal Certification

This form must be completed and signed for proposal to be considered.

Postal Return Address: Courier Delivery Address:

Gainesville Parks and Recreation Agency
Gainesville Civic Center
830 Green Street N.E.
Gainesville, GA 30501

Proposal Response:
Demolition and Erosion Control $____________________
Grading and Drainage $____________________
Construction (New Courts) $____________________
Fencing $____________________

Total Price $____________________

Alternate #1: Concrete Walkway Replacement (per Plan Specifications) Price: $____________________
Alternate #2: Landscaping (per Plan Specifications) Price: $____________________

Having read and responded to all attached specifications, the undersigned offers the above quoted prices, terms and conditions.

Signed, sealed, and delivered

In the presence of:

__________________________________________
(Name of Company)

__________________________________________
(Person authorized to sign binding contract)

Title: ______________________________________

______________________________
Notary Public
Commission Expires: ______________

Attest: ______________________________________
(Officer of Company if Corporation)
Gainesville Parks and Recreation Agency  
City of Gainesville, Georgia  
Desota Park Renovations – Tennis/Basketball Court Reconstruction  
CONTRACT

This Contract is made this _____ day of _______ in the year of 2017.

BETWEEN: ____________________________ (Hereinafter Agency)  
830 Green Street, NE  
Gainesville, Georgia 30501  
AND THE CONTRACTOR: ____________________________ (Hereinafter Contractor)

PROJECT/SERVICE NAME: Desota Park Renovations – Tennis/Basketball Court Reconstruction

The Agency and the Contractor agree as set forth below:

Article 1. THE CONTRACT DOCUMENTS: The Contract consists of the following documents as indicated below and attached to this contract:

- (a) The Agency’s Request for Proposal/Bid (Exhibit A);
- (b) The Contractor’s Proposal/Bid (Exhibit B);
- (c) Scope of Work or Scope of Services (Exhibit ______);
- (d) Conditions of the Contract (Exhibit _____);
- (e) Minimum Standards of Service (Exhibit _____);
- (f) Drawings (Exhibit C);
- (g) Specifications (Exhibit _____);
- (h) Fee Schedule (Exhibit _____);
- (i) Purchase Order (Exhibit _____);
- (j) Insurance Certificates (Exhibit D);
- (k) Business Registration (Exhibit E);
- (l) Addenda issued prior to execution of this Contract and modifications issued subsequent thereto as described below (Exhibit _____);
- (m) Other documents as described below (Exhibit _____):
Article 2. AGENCY VENDOR STATUS: A City of Gainesville Vendor Application Packet shall be completed and accepted by the City prior to the effective date of this contract and shall remain current by the Contractor throughout the term of the contract.

Article 3. THE WORK: The Contractor shall perform all the work required by this Contract for Desota Park Renovations – Tennis/Basketball Court Reconstruction as described in the Contract Documents.

Article 4. CONTRACT’S LENGTH OF TIME: This Contract shall be for a 3 month period, beginning on December 18, 2017 and ending on April 30, 2018. The Agency reserves the right to discontinue this contract.

Article 5. CONTRACT PRICE: The contract price for this Contract is $______________.

Article 6. PAYMENT: The Agency shall pay the Contractor for the faithful performance of the work as specified herein. Payment for the work/services under this Contract shall be made in accordance with the provisions of this Contract. A payment shall be made to the Contractor upon completion of work, acceptance by the Agency, and the submission of a Contractor’s invoice.

Article 7. INDEPENDENT CONTRACTOR: It is understood and agreed that the Contractor is hired by the Agency to perform the work under this Contract as an independent contractor.

Article 8. INDEMNIFICATION: The Contractor shall indemnify and hold harmless the Agency/City and its agents and employees from and against all claims, damages, losses and expenses including claims, consultants, and attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, death, or injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

Article 9. TERMINATION: In the event that any of the provisions of this contract are violated by the Contractor, or by any of his subcontractors, the Agency may serve written notice upon the Contractor of the Agency’s intention to terminate the Contract. Such notice to contain the reasons for such intention to terminate the Contract, and unless within five (5) working days from receipt of such notice by the Contractor, such violation or delay shall cease and satisfactory arrangement or correction be made, the Agency shall, upon the expiration of said five (5) working days, have the right to suspend the contract and may temporarily use its own work force or use another Contractor, to provide the services under this contract until a new contractor can be selected.

Article 10. PUBLIC INFORMATION: Any contractor or subcontractor of the City of Gainesville Parks and Recreation Agency is subject to the Sunshine and Open Records Laws as pertains to any contract with the Agency/City.

Article 11. INSURANCE:

Before commencing the work under this Contract, and as a condition of any payment for the work, the Contractor shall deliver to Agency/City a certificate with signed declaration pages, or written proof that the attached declaration pages are a copy of the original declaration page, and attached riders and endorsements which show (i) that the Agency/City is listed as an Additional Insured on the policy and (ii) which shows to the satisfaction of the Agency, that the required insurance is in force. The Insurance Carrier(s) shall provide to the Agency/City at least thirty (30) days’ written notice before canceling, materially changing, or discontinuing coverage. Notice shall be sent via certified mail, return receipt requested to Melvin Cooper, Parks and Recreation Director, Gainesville Parks and Recreation, 830 Green Street, NE, Gainesville, Georgia 30501. Contractor shall deliver written notice of any such cancellation, modification or termination within twenty-four (24) hours of receiving any notice thereof. Failure by the Contractor to deliver proof of insurance as provided in this Paragraph, or notice as required in this
Paragraph, shall constitute a material substantial breach of this Contract. All such documents shall be
delivered directly to the Parks and Recreation Director. Each of these documents which show the required
insurance coverage shall be attached to each set of original Contract Documents when the documents are
transmitted to the Agency for final execution and approval. If desired, the insurance carrier may redact the
premium amount from the declaration page.

Insurance is to be placed with duly licensed or approved non-admitted insurer in the state of Georgia with
an “A.M. Best” rating of no less than A-VI. The Agency/City in no way warrants that the above-required
minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

The Contractor shall not allow any subcontractor to commence any work on subcontractor’s contract until
all similar insurance required of the subcontractor has been so obtained and approved by the Agency/City
and Contractor.

(a) Commercial General Liability: The Contractor shall procure and shall maintain during the life
of this Contract, General Liability Insurance to protect the Contractor, any subcontractor
performing work covered by this Contract, and the Agency/City as an additional insured, from
claims for damages for bodily injury, including accidental death, as well as from claims for
property damages, which may arise from operations under this Contract, whether such
operations are by the Contractor or by any subcontractor or by anyone directly or indirectly
employed by either of them. The amount of insurance shall not be less than the following:

- Each Occurrence: $1,000,000
- Personal & Advertising Injury: $1,000,000
- Medical Expense Any One Person: $5,000
- Damage to Rented Premises: $50,000
- General Aggregate: $2,000,000
- Products (Completed/Operations Aggregate): $2,000,000

(b) Automobile Liability: The Contractor shall procure and shall maintain during the life of this
Contract, Comprehensive Automobile Liability Insurance for bodily injury and property
damage. The insurance shall include coverage for owned, non-owned and hired vehicles.
Amounts shall not be less than the following:

- Combined Single Limit Per Accident: $1,000,000

(c) Excess/Umbrella Liability: The Contractor shall procure and shall maintain during the life of
this Contract, Excess or Umbrella Liability Insurance over General Liability, Auto Liability
and Employers Liability. Umbrella or excess liability policies shall provide coverage at least as
broad as specified for underlying coverages and covering those insured in the underlying
policies. Coverage shall be “pay on behalf”, with defense cost payable in addition to policy
limits. There shall be no cross liability exclusion of claims or suits by one insured against
another. The amounts of coverage shall not be less than the following:

- Each Occurrence: $1,000,000
- Aggregate: $1,000,000

(d) Worker’s Compensation and Employer’s Liability: The Contractor shall procure and shall
maintain during the life of this Contract, Worker’s Compensation and Employer’s Liability
Insurance for all of Contractor’s employees to be engaged in work on the Project/Service
under this Contract, and in case any such work is sublet, the Contractor shall require the
subcontractor similarly to provide Worker’s Compensation Insurance for all of the
subcontractor’s employees to be engaged in such work unless such employees are covered
by the protection afforded by the Contractor’s Worker’s Compensation Insurance.

<table>
<thead>
<tr>
<th>Workers’ Compensation – Each Employee</th>
<th>Statutory Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employer’s Liability – Each Employee</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Employer’s Liability – Each Accident</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>
If self-insured, proof of filing with the State of Georgia and secured, set aside funds shall be required.

(e) Professional Liability: The Contractor shall procure and shall maintain during the life of this Contract, Professional Liability Insurance to protect the Contractor from failure to perform on the part of the Contractor or financial loss caused by an error or omission in the service provided by the Contractor.

Each Occurrence $1,000,000

(f) Materials and Equipment Floater (Only required for contracts involving storage and installation of materials): The Contractor shall procure and shall maintain during the life of this Contract Materials and Equipment Floater Insurance to protect the interests of the Agency, the Contractor, and subcontractors against loss by vandalism, malicious mischief, and all hazards included in a standard All Risk Endorsement.

(g) Other insurance requirements as described below:

___________________________________________________________________________

___________________________________________________________________________

___________________________________________________________________________

Additional Insured: The insurance policies required by this Contract shall be endorsed to include “Agency/City of Gainesville, Georgia, its officers, elected or appointed officials, agents, employees, volunteers, and representatives” as Additional Insured with respect to work performed under the Contract. (This requirement does not apply to Worker’s Compensation, Employer's Liability, or Professional Liability coverage). In addition to a statement on the Certificate of Insurance, a copy of the endorsement shall be provided.

Renewal certificates shall be provided to the Agency/City prior to the expiration date of existing coverage, and shall be provided continuously for a period of one year after the completion of the work. All documents shall reference the contract name.

Article 12. BUSINESS REGISTRATION:

(a) Business corporations, nonprofit corporations, professional corporations, limited partnerships (LP), and limited liability companies (LLC), are formed in Georgia by filing with the Corporations Division of the Georgia Office of Secretary of State. Attached hereto as Exhibit E is proof that the Contractor is a registered business with the Georgia Secretary of State and (1) demonstrates that the business is active and in compliance with State registration and reporting requirements, and (2) identifies corporate officers.

(b) For a sole proprietor to operate legally in the State of Georgia, registration is handled through the Agency or county in which the primary place of business will be located. Attached hereto as Exhibit _____ is proof that the Contractor is a business registered with an Agency or county located in the state of Georgia.

Article 13. GOVERNING LAW: Arbitration will not be allowed. This Contract will be governed by, and construed in accordance with, the laws of the State of Georgia, without regard to its conflict of law’s provisions. The Contractor hereby submits to the jurisdiction of the Georgia Courts and will obtain and maintain an agent for service of process in the State of Georgia. Neither party will bring any action against the other party arising out of or relating to this Contract in any forum or venue except the Superior Court of Hall County, Georgia. The Contractor irrevocably waives any present or future objections to such venue for any such legal action and irrevocably waives the right to bring any legal action in any other jurisdiction.

Article 14. COUNTERPARTS: This Contract may be executed in several counterparts, all of which taken together shall constitute one single contract between the parties hereto.
Article 15. INVALIDITY: The parties to this Contract have negotiated and prepared the terms of this Contract in good faith and with the intent that every term, covenant and condition be binding upon and inure to the benefit of the respective party. Accordingly, if any one or more of the terms, provisions, promises, covenants or conditions of this Contract or the application thereof to any person or circumstance shall be adjudged to any extent invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, that provision shall be as narrowly construed as possible, and all the remaining terms, provisions, promises, covenants, and conditions of this Contract or their application to other persons or circumstances shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law. To the extent this Contract is in violation of applicable law, the parties agree to negotiate in good faith to amend this Contract to the extent possible to remain consistent with each of its purposes and to conform to applicable law.

Article 16. CONFORMANCE OF CONTRACT WITH THE LAW: It is the intent and understanding of the parties to this Contract that each and every provision of law required to be inserted in this Contract shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if through mistakes or otherwise, any such provision is not inserted in correct form, then this Contract shall upon application of either party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party.

If this Contract contains any unlawful provisions, not an essential part of the Contract and which appears not to have been a controlling or material inducement to the making hereof, the same shall be deemed of no effect, and shall upon the application of either party be stricken from the Contract without affecting the binding of the Contract as it shall remain after omitting such provision. The parties agree that this Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

Article 17. CONSEQUENTIAL AND PUNITIVE DAMAGES: Notwithstanding any other provision of this Contract, the Agency/City and the Contractor shall be entitled to only actual damages resulting from the other party's breach of any provision of this Contract (excluding any consequential, special, punitive or exemplary damages or damages that are multiples of the actual damages).

Article 18. ENTIRE CONTRACT: This Contract constitutes the entire contract between the Agency/City and the Contractor with respect to the subject matter hereof and supersedes all prior contracts. This Contract shall not be amended or waived, in whole or in part, except in writing signed by both the Agency/City and the Contractor.

Article 19. NOTICES: All notices and other communications permitted or required pursuant to this Contract shall be in writing, addressed to the party at the address below or to such other address as the party may designate from time to time. All notices and other communications shall be mailed by certified or registered mail, return receipt requested, postage pre-paid, or personally delivered.

Gainesville Parks and Recreation, Georgia
Attention: Melvin Cooper, Director
830 Green Street, NE
Gainesville, Georgia 30501

(Insert the name of the Contractor)
Attention: (Insert the name and title of the owner/officer)
(Insert the address of the Contractor)

IN WITNESS WHEREOF, the Agency/City and the Contractor have executed under seal this Contract as of the date first above written.
GAINESVILLE PARKS AND RECREATION
AGENCY OF GAINESVILLE, GEORGIA

________________________________________
By: Melvin Cooper, Director

________________________
(Name and Title)

Attest: ____________________________
By: ____________________________
(Name and Title)

(IMPRINT SEAL)

Note: If the Contractor is registered with the Georgia Secretary of State as described in Article 12(a) of this contract, the contract shall be signed by an officer of the corporation, attested by the corporate secretary, and the corporate seal affixed. If the Contractor is a sole proprietor as described in Article 12(b) of this contract, the contract shall be signed by the individual and attested by a notary public.

________________________________________
By: ____________________________
(Name and Title)

Attest: ____________________________
By: ____________________________
(Name and Title)

(IMPRINT SEAL)