



**CITY OF DAHLONEGA
REQUEST FOR PROPOSAL (RFP)**

**CITY PARK PLAYGROUND EQUIPMENT DESIGN
AND INSTALLATION #2026-004**

ISSUING AGENCY

***CITY OF DAHLONEGA
465 RILEY ROAD
DAHLONEGA, GA 30533
PHONE: 706-482-2721
FAX: 706-864-4837***

ISSUE DATE

APRIL 6, 2026

PRE-PROPOSAL MEETING (MANDATORY)

APRIL 27, 2026, 10:00AM

PROPOSAL OPENING DATE

MAY 29, 2026, 2:00PM

PURCHASING AGENT (CITY CONTACT)

BRITTANY LEE

**PROPOSALS ARE DUE AT THE ADDRESS SHOWN ABOVE NO LATER THAN
MAY 29, 2026, AT 2:00 PM EST.**

ELECTRONIC SUBMISSIONS VIA E-MAIL OR FAX WILL NOT BE ACCEPTED.

**THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS REQUEST FOR
PROPOSAL (RFP) ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND
STRICTLY THE RESPONSIBILITY OF THE OFFEROR.**

**CITY OF DAHLONEGA
REQUEST FOR PROPOSAL (RFP)**

**CITY PARK PLAYGROUND EQUIPMENT DESIGN
AND INSTALLATION #2026-004**

The City of Dahlonega is seeking sealed proposals from qualified vendors to design, supply and install playground upgrades at City Hall Park.

A *MANDATORY* pre-proposal meeting will be held on April 27, 2026, at 10:00 AM EST at Dahlonega City Hall located at 465 Riley Road Dahlonega, GA 30533

Questions regarding this project will be accepted in writing only, to the City of Dahlonega Purchasing Agent, Brittany Lee, blee@dahlonega.gov or faxed to 706-864-4837 before 12:00PM, EST, on May 1, 2026. Responses will be posted by addenda no later than 5:00 PM EST, on May 8, 2026, to www.dahlonega.gov

Proposals must be received by 2:00 PM local time on May 29, 2026, and may be delivered to the Purchasing Department, 465 Riley Road, Dahlonega 30533. Proposals shall be clearly marked and sealed, including the project title. Late bids will not be considered nor returned.

The proposal documents and specifications are available for inspection at City Hall located at 465 Riley Road, Dahlonega, Georgia (Phone 706-864-6133) and on the City's website at www.dahlonega.gov

Proposals may not be withdrawn for ninety (90) days after the time and date set for closing, except as allowed by O.C.G.A. §13-10-22. The City reserves the right to reject any or all proposals, to award a contract in the best interest of the City, and to waive any technicalities and informalities.

1.0 INTRODUCTION

1.1 Purpose of Procurement

The City of Dahlonega is seeking sealed proposals from qualified vendors to design, supply and install playground upgrades at City Hall Park.

1.2 Schedule of Events

This Request for Proposal shall be governed by the following schedule:

DATE	ACTIVITY
April 6, 2026	Release of Request for Proposal
April 27, 2026 10:00 AM EST	Mandatory Pre- Proposal Meeting
May 1, 2026 12:00 PM EST	Deadline for written questions to be submitted to Purchasing Agent
May 8, 2026 5:00 PM EST	Answers to written questions and all addenda posted on website: www.dahlonega.gov
May 29, 2026 2:00 PM EST	Proposals due and proposal opening (Proposals will be accepted until time of opening. No proposals will be accepted after the due date and time.)

1.3 Restrictions on Communications

From the issue date of this Request for Proposal until a contractor is selected, and the award is announced, vendors are not allowed to communicate **for any reason** with any city staff or elected officials except 1) through the Purchasing Agent named herein, 2) at the Pre-Proposal Meeting, if applicable or 3) as provided by existing work agreement(s). The City reserves the right to reject the submittal of any proposer violating this provision.

1.4 Pre-Proposal Meeting

A mandatory pre-proposal meeting and site visit will be held on April 27, 2026, at 10:00 AM. **Only vendors in attendance for the entire meeting will be allowed to submit a Proposal for this project.**

1.5 Questions & Addenda

All questions concerning this **proposal must be submitted in writing** (email is preferred but fax and mail may be used) to the Purchasing Agent no later than 12:00 PM EST on May 1, 2026. The inquiries must be directed to blee@dahlonega.gov or:

Brittany Lee, Purchasing Agent
City of Dahlonega
465 Riley Road
Dahlonega, Georgia 30533
Fax: 706-864-4837

No response to inquiries other than written will be binding upon the City. The City of Dahlonega reserves the right to issue written addenda to any inquiries that alter the scope of the Request for Proposal. Addenda shall be posted to the city website

www.dahlonge.gov, no later than May 8, 2026, 5:00 PM EST. A signed copy of the Addenda Acknowledgement Form shall accompany the submitted proposals. Proposers are advised to check the website for addenda before submitting their bids.

1.6 Contract Term

The contract between the City and the selected vendor shall become effective upon signing. The City reserves the right to terminate the contract at any time if the successful proposer fails to meet the requirements stated in this proposal. The contract shall terminate absolutely and without further obligation at such time as appropriate and otherwise unobligated funds are no longer available to satisfy the obligations of the City under this contract.

1.7 Bonds

Bid Bonds	Required
Performance and Payment Bond	Required

1.8 Exception to RFP

Each contractor shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP. An “exception” is defined as the Proposer’s inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the proposal. All exceptions taken must be identified and explained in writing in your RFP and must specifically reference the relevant section(s) of this RFP. If the Proposer provides an alternate solution when taking an exception to the requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Proposer’s solution must be explained in detail. The City welcomes innovative suggestions and recommendations from Proposers that will ensure a 100% successful service approach.

2.0 SCOPE OF WORK

2.1 Background

The City of Dahlonge is located approximately sixty miles north of Atlanta. The City provides services including police, public works, courts, planning and community development, utility services and billing, downtown development, parks, and special events along with various administrative and support functions.

2.2 Scope and Specifications

The City of Dahlonge is seeking sealed proposals from qualified vendors to design, supply and install playground upgrades at City Hall Park. This shall be a turnkey project, including all equipment, installation, and surfacing.

The playground area is approximately 11,000 square feet. Refer to the attached playground footprint in Exhibit A.

Equipment Design Requirements:

The proposed playground equipment shall be thoughtfully designed to provide a safe, engaging, and inclusive play environment. Designs should encourage physical activity, creativity, and social interaction among users of all abilities.

Respondents shall submit proposed 2D schematics and/or drawing renditions of proposed equipment combinations and new playground layouts. An itemized proposal including pricing and timeline for completion shall be included.

The estimated budget for the project, including removal of existing equipment and the design, purchase, and installation of new equipment, is \$400,000.

The estimated budget for subsurface preparation, materials (GAB) and installation, the flooring and its containment mechanism is \$200,000.

The playground design shall be centered around one primary feature, which may be similar to those provided in Exhibit B. Proposals may include additional stand-alone features such as ziplines, swings, slides, rotating elements, and/or climbing structures.

Coordination and collaboration with City staff to refine and adjust the design as needed.

Preference will be given to designs that incorporate a high level of inclusivity, particularly for individuals with limited physical or developmental abilities.

Include durable, high-quality materials designed to withstand heavy public use and varying weather conditions.

Design shall integrate seamlessly with the proposed theme and overall site layout.

Consider visibility for caregivers to ensure clear lines of sight throughout the playground.

Tire Derived Product Flooring:

Vendors must provide a detailed description of the proposed surface and subsurface preparation, including a cross-sectional detail identifying all materials, aggregate base specifications, methods of containment or separation between new and existing surfaces. All playground surfacing must consist of tire-derived products (TDP), including poured-in-place rubber, bonded rubber, or an equivalent alternative compliant with the Georgia EPD DNR Tire Products Grant. The TDP material **MUST be sourced from within the State of Georgia. Any proposals that do not include Georgia-sourced TDP materials will be considered non-responsive and rejected.** Refer to Exhibit C for the City’s TDP grant application.

Site Analysis:

The contractor shall evaluate existing site conditions, including but not limited to existing playground features, drainage conditions, and soil quality.

Demolition:

The contractor shall be responsible for the demolition and removal of all existing playground features and associated equipment.

Safety Standards Compliance:

All design, equipment, and installation must comply with applicable safety standards, including ASTM F1487 and CPSC Public Playground Safety Handbook. Appropriate safety surfacing shall be included to minimize the risk of injury.

Age-Appropriate Zones:

The playground shall be designed to accommodate all age groups, with clearly defined zones that include age-appropriate equipment and activities.

Seating:

Adequate seating shall be provided for parents and caregivers to allow for safe and comfortable supervision

Color and Theming:

The design shall incorporate vibrant, engaging colors to create an inviting and stimulating environment. Vendors are encouraged to propose a cohesive theme appropriate for the target age groups. The City reserves the right to request modifications to colors and theming during contract negotiations.

Signage:

The project shall include clear and durable signage that indicates age-appropriate zones and safety rules.

Maintenance Plan:

The vendor shall provide a comprehensive maintenance and inspection plan to ensure long-term safety, durability, and usability of the playground.

Warranty:

The Contractor shall provide warranties for all playground equipment, materials, and installation. At a minimum:

- Structural components shall carry a minimum ten (10) year warranty
- Moving parts shall carry a minimum five (5) year warranty
- All other components shall carry a minimum two (2) year warranty
- Installation and workmanship shall be warranted for a minimum of one (1) year

All equipment and materials shall be free from defects in materials and workmanship under normal use. Warranty documentation shall be included with the proposal and

clearly identify coverage, terms, and responsible parties. The Contractor shall repair or replace any defective items during the warranty period at no cost to the City.

Subcontractors:

The selected vendor shall be fully responsible for all work performed under this contract, including any work performed by subcontractors. The vendor must identify all proposed subcontractors as part of the submission and shall not substitute or add subcontractors without prior written approval from the City. All subcontractors shall be properly licensed, insured, and qualified to perform their respective scopes of work. The City reserves the right to reject any proposed subcontractor deemed unsuitable for the project. Use of subcontractors shall not relieve the vendor of any contractual obligations, responsibilities, or liability under this agreement.

3.0 SUBMISSION REQUIREMENTS

Proposals must be submitted in accordance with the following guidelines to be considered responsive:

1. **Cover Letter:** Brief introduction and statement of interest, including the name, address, and contact information of the company proposing.
2. **Company Information:** Provide a description of the company, including its history, services offered, and experience relevant to the project.
3. **Team Members and Qualifications:** Provide a list of key personnel assigned to the project, including their qualifications, experience, and roles within the project.
4. **Proposed Solution:** Plan to address all items listed in the scope of work.
5. **Implementation Plan:** Timeline and key milestones.
6. **Budget Estimate:** Provide a detailed pricing breakdown, including the cost estimate for each phase of the project and any associated expenses.
7. **References:** At least three references from similar projects.
8. All required forms included in **Attachment A: Proposer's Checklist**
9. Any other information deemed critical to the success of this project.

All documents are required and are an essential part of this RFP. It is the proposer's responsibility to verify that all documents are contained in the package submitted to the City of Dahlenega.

Submission of Quotes

Only sealed proposals will be accepted. One (1) original and five (5) copies of the complete signed submittal must be received no later than May 29, 2026, at 2:00 PM to the City of Dahlonega Purchasing Department, 465 Riley Rd. Dahlonega, GA 30533. Bids must be submitted in a sealed envelope stating on the outside, the vendor's name and address, and marked as **"CITY PARK PLAYGROUND EQUIPMENT DESIGN AND INSTALLATION #2026-004"**

4.0 SELECTION CRITERIA

It is the City's intent to evaluate the proposals based on technical merits and prices and to choose the Proposer whose proposal provides the highest value to the City. The City reserves the right to waive any irregularities, and reject any and/or all proposals, in whole or in part, when, in the City's opinion, such rejection is in the best interests of the City. The City reserves the right to seek additional/supplemental representation on specific issues as needed.

4.1 Evaluation Method

Each proposal will be reviewed by a team of qualified individuals. Their proposal review and evaluation will be subjective; however, the weighing values are established to minimize the subjectivity.

Design & Layout: 35%

Including inclusivity that addresses all ages and developmental and physical abilities. Selected and available features and willingness to modify design to city's liking.

Value/Cost: 30%

This may be demonstrated by the applicant's ability to leverage additional partnerships, improving the potential quality, quantity, cost and value of the overall playground.

References and Past Experience: 20%

List references and past experience in similar projects. Including description and photos of previous projects.

Project Schedule and Timeline: 15%

Provide a project schedule, estimated timeline, lead times for equipment.

The City reserves the right to conduct interviews or request additional information from shortlisted proposers before making a final selection.

Based on the total score proposals, the City of Dahlonega may choose Proposers with whom to negotiate the final project methodology/scope, fees, and schedules with a view toward entering into a contractual agreement.

The City of Dahlonega reserves the right to accept a proposal, as submitted, and enter directly into a contractual agreement with that selected Proposer. Accordingly, it is

imperative that all Proposers present their best technical and cost offers in their initial submission.

5.0 TERMS AND CONDITIONS

5.1 License

Offeror must be licensed to do business in the State of Georgia. The Offeror must comply with the laws of Georgia including obtaining proper licensure with this State if required to perform the specifications described in this request.

5.2 RFP Amendments

The City reserves the right to amend the RFP prior to the proposal due date. All addenda and additional information can be found on the City's website. **It is the proposer's responsibility to check the website for addenda before submitting a proposal. All signed addenda shall be included with the proposal.**

5.3 Agreement and Project Forms

The agreement form shall be the owner's agreement form. The owner's payment, waiver of lien, and change order form(s) shall be used.

5.4 RFP Withdrawal

A submitted RFP may only be withdrawn prior to the due date in accordance with O.C.G.A. §13-10-22 by a signed written request to the Purchasing Agent.

5.5 Costs for Preparing RFP

The cost of developing the RFP is the sole responsibility of the contractor. The City will not provide reimbursement for such costs.

5.6 Conflict of Interest

If a Proposer has any existing client relationship that involves the City of Dahlonega, the proposer must disclose each relationship.

5.7 Contractor Selection

The City of Dahlonega reserves the exclusive right to determine which proposer should be awarded the contract. The City also reserves the right to reject any and all RFPs at its discretion, with or without cause.

5.8 Negotiations and Apparent Winner

Prior to the award, the apparent winning proposer will be required to enter into discussions with the City to resolve any contractual differences. These discussions are to be finalized within two (2) weeks of notification unless extending the time period is advantageous to the City. Failure to resolve differences will lead to rejection of the contractor's RFP.

The City reserves the right to negotiate modifications and costs with the successful proposer, provided that no such modifications affect the specifications set forth herein. The contractor shall commence work only after the transmittal of a fully executed contract and a Notice to Proceed document is received from the City.

5.9 Taxes

The City of Dahlonega is exempt from sales taxes; however, the contractor shall pay all taxes required as stated by law. The City of Dahlonega cannot exempt others from tax.

5.10 Compliance with Laws

The Contractor will comply with all State and Federal laws, rules, and regulations.

5.11 Non-Collusive Bidding

By submitting a response to this Request for Proposal, the proposer represents and warrants that such proposal is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named and that the Proposer has not directly or indirectly induced or solicited any other vendor to put in a sham proposal, or any other person or company to refrain from submitting and that the Proposer has not in any manner sought by collusion to secure to that vendor any advantage over any other vendor.

If the contractor is a partnership, all of the partners and any officer, agent, or other person who may have represented or acted for them in bidding for or procuring the contract shall also make the oath. If the contractor is a corporation, all officers, agents, or other persons who may have acted for or represented the corporation in bidding for or procuring the contract shall make the oath. If such oath is false, the contract shall be void, and all sums paid by the governmental entity on the contract may be recovered by appropriate action.

5.12 Cancellation for Cause

If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of the contract for any reason, then the party claiming such failure shall give the other party a written notice of such breach. If, within thirty (30) days from such notice, the failure has not been corrected, the injured party may cancel the contract effective thirty (30) days after notice of cancellation.

The City of Dahlonega reserves the right to terminate the contract immediately in the event that the Contractor discontinues or abandons operations; is adjudged bankrupt or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.

Failure of the successful contractor to comply with any section or part of the contract will be considered grounds for immediate termination of the contract by the City without penalty to the City. The City of Dahlonega shall pay for services rendered up to the point of termination.

Notwithstanding anything to the contrary contained in the contract between the City and the successful contractor, the City may, without prejudice to any other rights it may have,

terminate the contract for convenience and without cause, by giving thirty (30) days written notice to the successful contractor.

If the termination clause is used by the City, the successful contractor will be paid by the City for all scheduled work completed satisfactorily by the successful contractor up to the termination date set forth in the written termination notice.

5.13 Condition of Materials

It is understood and agreed that materials delivered shall be new, of latest design, and in first quality condition.

5.14 Rejection of Submissions/Cancellation of Proposals

The City of Dahlonega reserves the right to reject any or all proposals, to waive any irregularity or informality in proposals, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City. It is also within the rights of the City to reject proposals that do not contain all elements and information requested in this document. The City of Dahlonega reserves the right to cancel this Request for Proposal at any time. The City will not be liable for any cost/losses incurred by the contractors throughout this process.

5.15 Non-discrimination

The City of Dahlonega does not discriminate on the basis of race, religion, color, sex, national origin, age, or disability.

5.16 Payment

Payment terms and invoicing requirements shall be negotiated and defined by the final contract. The City of Dahlonega typically pays invoices on a net 30 basis.

5.17 Insurance

The contractor shall be responsible for his work and every part thereof, and for all materials, tools, equipment, appliances, and properties of any and all description used in connection with this project.

The Contractor assumes all risks of direct and indirect damage or injury to the property of persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission, or operation under the Contract, or in connection in any way whatsoever with the contracted work.

The contractor shall, during the continuation of all work under the contract, provide the following:

1. Maintain statutory Worker's Compensation and Employer's Liability insurance in an amount of not less than \$1,000,000.00 to protect the contractor from any liability or damages for any injuries (including death and disability) to any of its employees, volunteers, or sub-contractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the State of Georgia, or which may be herein after enacted.

2. The contractor agrees to maintain Comprehensive General Liability insurance in an amount of not less than \$1,000,000.00 per occurrence to protect the Contractor, its sub-contractors, and the interest of the City, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage Liability endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.
3. The contractor agrees to maintain Automobile Liability Insurance in an amount of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles.
4. The contractor further agrees to protect, defend, indemnify, and hold harmless the City of Dahlonega, its council, officers, agents, and employees from and against any and all liability incurred whatsoever as a result of the work performed pursuant to the terms of this proposal.
5. The contractor shall notify the City, in writing, sixty (60) days prior to any change in insurance coverage, including cancellation, non-renewal, etc. The contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the contractor to deliver a new and valid certificate shall result in suspension of all payments until the new certificate is furnished. Additionally, contract work may be suspended until the new certificate is furnished to the City.
6. Insurance coverage required in these specifications shall be in force throughout the contract term. Should the contractor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the contract term, the owner shall have the absolute right to terminate the contract without any further obligation to the contractor. Further, the contractor shall be responsible for the cost of procuring the uncompleted portion of the contract at the time of termination.
7. Contractual and other liability insurance provided under this contract shall not contain a supervision, inspection, or engineering services exclusion that would preclude the City from supervising and/or inspecting the project as to the end result. The contractor shall assume all on-the-job responsibilities as to the control of persons under its direct employment and of the sub-contractors and any persons employed by the sub-contractor.
8. The contractor and all subcontractors shall comply with the Occupational Safety and Health Act of 1970, and amendments, as it may apply to this contract.
9. If the contractor does not meet the insurance requirements of the specifications, alternate insurance coverage satisfactory to the City may be considered. The contractor shall be responsible for the costs of any and all alternate insurance coverage so obtained.

A "Certificate of Insurance" showing The City of Dahlonega as the Certificate Holder must be provided prior and incorporated as part of the award contract.

5.18 Project Coordination

The contractor shall employ and assign only qualified and competent personnel to perform any service or task involved in this project. The contractor shall designate one such person as a project manager, and the project manager shall be deemed to be the contractor's authorized representative, who shall be authorized to receive and accept any and all communications from the City. The City shall name a project manager who shall be authorized to generate, receive, and accept communication as an authorized representative of the City.

The contractor hereby agrees to replace any personnel or sub-contractor, at no cost or penalty to the City, if the City reasonably determines that the performance of any sub-contractor or personnel is unsatisfactory.

5.19 Accuracy of Work

The Contractor shall be responsible for the accuracy of the work performed and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the City will not relieve the Contractor of the responsibility for subsequent correction of errors, the clarification of any ambiguities, or the costs associated with any additional work caused by negligent acts, errors, or omissions by the Contractor or latent defects in the products sold by the contractor.

At any time during the execution of this project or during any phase of work performed by others based on data secured by the contractor under this bid, the contractor shall confer with the city for the purpose of interpreting the information supplied by the contractor and to correct any errors or omissions. the above consultations, clarifications, and/or corrections shall be made without added compensation to the contractor. the contractor shall give immediate attention to these changes so there will be a minimum delay to others. the contractor shall be responsible for errors and omissions and save harmless the city and its agents as provided in this proposal.

5.20 Ownership

Reports, plans, data, statistics, specifications, and other supporting records compiled or prepared in the performance of the services required by the contract, shall be the absolute property of the city and shall not be used by the contractor for purposes unrelated to the contract without the prior written approval of the City. Such original documents shall be turned over to the City upon completion of the contract except that the contractor shall have the right to retain copies of the same.

5.21 News Releases by Contractor

As a matter of policy, the City does not endorse the products or services of a contractor. news releases concerning any resultant contract from this solicitation shall not be made by the contractor without the prior written approval of the City. All proposed news releases shall be routed to the City of Dahlonega Purchasing Agent for review and approval.

5.22 Severability/Cancellation

It is understood and agreed by the parties hereto that if any part, term, or provision of the contract is held illegal or in conflict with any law of the state where made or having

jurisdiction over any of the parties hereto, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provisions held to be invalid.

The City and the contractor agree to resolve issues through negotiation or mediation prior to filing any cause of action. The venue for any litigation arising from this contract shall be Lumpkin County, Georgia.

The City reserves the right to cancel the contract and discontinue the services with a thirty (30) day written notice as a result of the failure of the contractor to provide acceptable work and services as delineated in response to this document or if determined that services can be better provided by in-house or other sources.

5.23 Drug-Free Workplace

By submission of a proposal, the contractor certifies that the provisions of Code 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. The contractor further certifies that:

1. A drug-free workplace will be provided for the contractor's employees during the performance of the contract.
2. Each contractor who hires a sub-contractor to work in a drug-free workplace shall secure from that sub-contractor the following written certification.
3. As part of the subcontracting agreement with (contractor's name), (sub-contractor's name) certifies to the contractor that a drug-free workplace will be provided for the sub-contractor's employees during the performance of this contract pursuant to Paragraph (7) of subsection (b) of Code Section 50-24-3.
4. The contractor further certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

5.24 Assignment of Contractual Rights

It is agreed that the contractor will not assign, transfer, convey, or otherwise dispose of a contract that may result from this proposal or his right, title, or interest in or to the same, or any part thereof, without the written consent of the City.

5.25 Indemnity

To the fullest extent permitted by law, the contractor will indemnify, defend, and hold the City of Dahlonega harmless from and against any and all claims, damages, losses, and expenses, including, but not limited to, fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the negligent acts, negligent omissions, willful misconduct, or reckless misconduct of the contractor or anyone for whom the contractor is responsible.

5.26 Appropriation of Funds

The initial contract and any continuation contract(s) shall terminate immediately and absolutely at any such time as there are no appropriate and otherwise unencumbered funds available to satisfy the City's obligations under said contract(s).

5.27 Documents Deemed Part of Contract

Unless otherwise modified by the contract, the City of Dahlonega’s Request for Proposal issued June 4, 2025, and any addendums issued thereto shall be deemed part of the contract. No documentation or information provided by the Contractor shall be deemed part of the contract unless expressly incorporated therein.

5.28 Open Records

All materials submitted in connection with this Request for Proposal will be public documents and subject to the Open Records Act and all other laws of the State of Georgia, the United States of America, and the open records policies of the City of Dahlonega. All such materials shall remain the property of the City of Dahlonega and will not be returned to the respondent.

**ATTACHMENT A
CITY PARK PLAYGROUND EQUIPMENT DESIGN
AND INSTALLATION #2026-004**

PROPOSER'S CHECKLIST

Company Name: _____

Please indicate you have completed the following documentation and submit them in the following order:

- Proposer's Information Form: Attachment B
- Proposer's Execution of Proposal Form: Attachment C
- Cost Proposal Form: Attachment D
- Certification and Non-Collusion Form: Attachment E
- Addenda Acknowledgement: Attachment F
- SAVE Affidavit: Attachment G
- E-Verify Affidavit: Attachment H
- Executed IRS W-9 Form
- Certificate of Insurance

Authorized Signature

Title

Print Name

Date

**ATTACHMENT B
CITY PARK PLAYGROUND EQUIPMENT DESIGN
AND INSTALLATION #2026-004**

PROPOSER'S INFORMATION FORM

Company Information

Name of Company

Phone Number

Name of Company Representative

Email Address

Physical Address

Mailing Address (if different)

City, State, & Zip Code

City, State, & Zip Code

Has your company ever been debarred from doing business with any federal, state, or local agency? Yes _____ No _____

If yes, please state the agency name, dates, and reason for debarment.

Name and Title of Person Authorized to Sign

Printed Name

Signature

Title

Date

**ATTACHMENT C
CITY PARK PLAYGROUND EQUIPMENT DESIGN
AND INSTALLATION #2026-004**

PROPOSER'S EXECUTION OF PROPOSER'S FORM

VENDOR NAME: _____ Date: _____

The potential Contractor certifies the following by placing an "X" in all bank spaces.

- ___ This proposal was signed by an authorized representative of the firm.
- ___ The potential contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- ___ All labor costs associated with this project has been determined, including all direct and indirect cost.
- ___ That the potential contractor agrees to the conditions as set forth in this Request for Proposal with no exceptions.

Therefore, in compliance with the foregoing proposal, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within ninety (90) days from the date of opening, to furnish the services for the prices quoted within the timeframe required.

Business Name

Authorized Signature

Date

Printed Name and Title

**ATTACHMENT D
CITY PARK PLAYGROUND EQUIPMENT DESIGN
AND INSTALLATION #2026-004**

COST PROPOSAL

I have read and understand the requirement of this Request for Proposal for
CITY PARK PLAYGROUND EQUIPMENT DESIGN AND INSTALLATION #2026-004

I agree to provide the required services in accordance with this proposal and all other attachments, exhibits, etc. I understand that the City of Dahlonega will not be responsible for the reimbursement of any costs not specifically set forth in the proposal.

PROPOSED PRICE \$ _____

PROPOSED COMPLETION DATE: _____

I hereby certify that this financial proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I certify that I am an authorized to sign the financial proposal.

Company Name Date

Authorized Signature Printed Name

**ATTACHMENT E
CITY PARK PLAYGROUND EQUIPMENT DESIGN
AND INSTALLATION #2026-004**

CERTIFICATION AND NON-COLLUSION FORM

Company Name: _____

I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damages awards.

I certify that this proposal has been prepared independently, and the price submitted will not be disclosed to another person.

I certify that there has been no contact or communication by the proposer or the proposer's associates with any City staff or elected officials since the date this Request for Proposal was issued except 1) through the Purchasing Agent of the City, 2) at the pre-proposal conference, or 3) as provided by existing work agreement(s). I understand the City reserves the right to reject the proposal submitted by any proposer violating this provision.

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

Authorized Signature

Title

Print Name

Date

**ATTACHMENT F
CITY PARK PLAYGROUND EQUIPMENT DESIGN
AND INSTALLATION #2026-004**

ADDENDA ACKNOWLEDGEMENT FORM

Company Name: _____

The proposer has examined and carefully studied the Request for Proposal and the following Addenda, receipt of all of which is hereby acknowledged.

Addendum Number _____

Addendum Number _____

Addendum Number _____

Addendum Number _____

Authorized Signature

Title

Print Name

Date

Vendors must acknowledge any issued addenda. Proposers which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the City's requirements.

**ATTACHMENT G
CITY PARK PLAYGROUND EQUIPMENT DESIGN
AND INSTALLATION #2026-004**

SAVE AFFIDAVIT

(SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS)
AFFIDAVIT FOR PUBLIC BENEFIT AS REQUIRED BY THE GEORGIA SECURITY
AND IMMIGRATION COMPLIANCE ACT

By executing this affidavit under oath, as an applicant for public benefit as referenced in the Georgia Security and Immigration Compliance Act (O.C.G.A. §50-36-1), I am stating the following:

- 1) ___ I am a United States Citizen
- 2) ___ I am a legal permanent resident of the United States
- 3) ___ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: _____.

*****The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. §50-36-1 (e)(1), with this affidavit. Some examples of secure and verifiable document: driver's license, passport, military identification.**

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in _____ (city) _____ (state).

Signature of Applicant

Printed Name of Applicant

**SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE DAY OF _____, 20__**

NOTARY PUBLIC
My Commission Expires: _____

**ATTACHMENT H
CITY PARK PLAYGROUND EQUIPMENT DESIGN
AND INSTALLATION #2026-004**

E-VERIFY AFFIDAVIT

The City of Dahlonega and the Contractor agree that compliance with the requirements of O.C.G.A. §13-10-91 are conditions of the agreement for the physical performance of services. 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 Dahlonega has registered with and is participating in the federal work authorization program known as “E-Verify” to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 in accordance with the applicability provisions and deadlines established in O.C.G.A. §13-10-91 The undersigned Contractor also verifies use of the federal work authorization program throughout the contract period.

The Undersigned Contractor agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City of Dahlonega, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. §13-10-91 on the Subcontractor Affidavit provided by the Georgia Department of Audits and Accounts or a substantially similar form. Contractor further agrees to advise the City of Dahlonega of the hiring of a new subcontractor and will obtain a Subcontractor Affidavit within five (5) days of the hiring before the Subcontractor begins working on the project. Contractor agrees to maintain all records of such compliance for inspection by the City of Dahlonega at any time and to provide a copy of each such verification to the City of Dahlonega at the time the Subcontractor(s) is retained to perform such services.

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

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 engaged in the physical performance of services on behalf of City of Dahlonega has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User ID Number	Name of Project
Date of Authorization	Name of Public Employer
Name of Contractor	

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____ in _____, _____.
(date) (city) (state)

Signature of Authorized Officer or Agent	SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 202__.
--	---

Name and Title of Authorized Officer or Agent	NOTARY PUBLIC
---	---------------

My Commission Expires: _____

EXHIBIT A

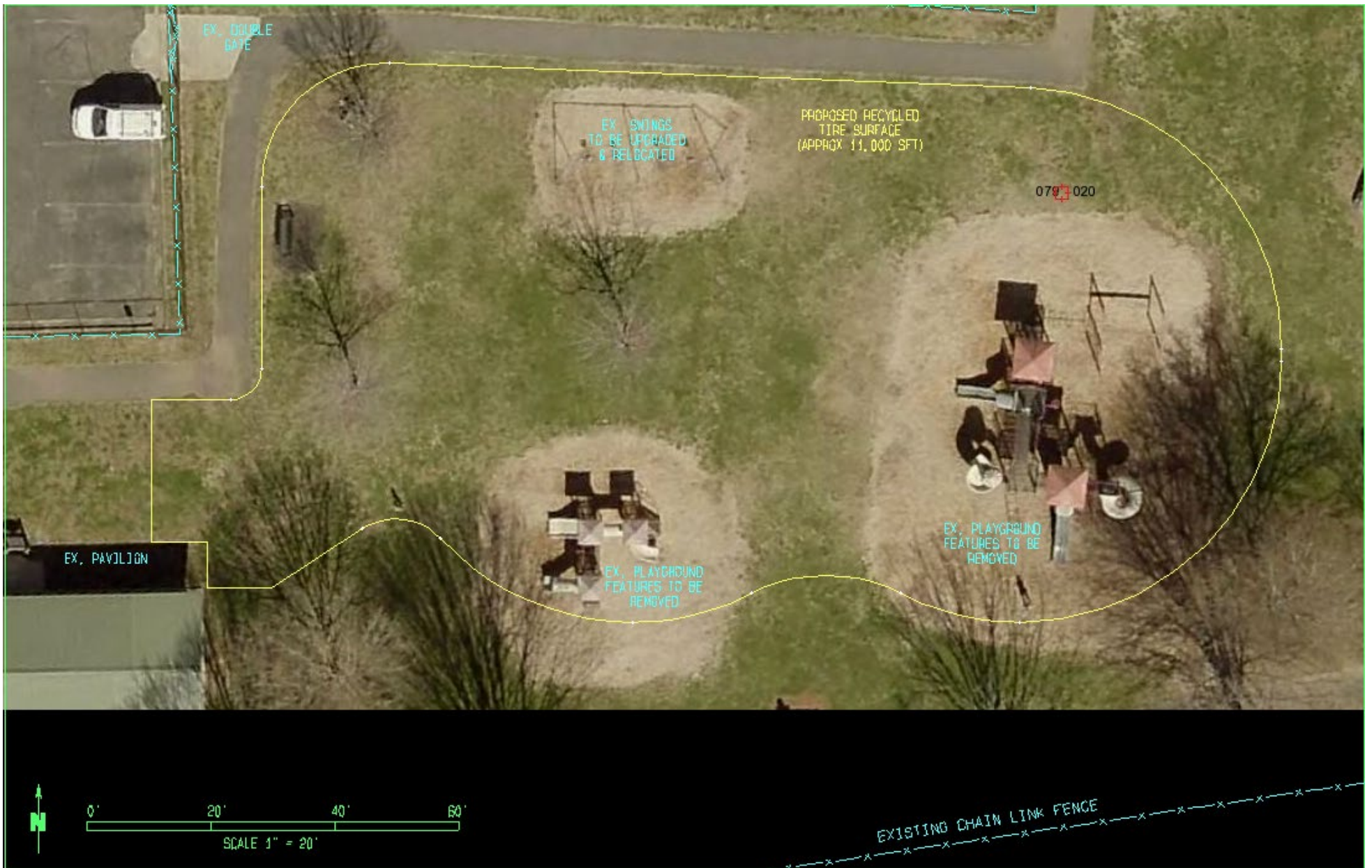


EXHIBIT B



EXHIBIT B



EXHIBIT C

GRANT AGREEMENT

WITH

CITY OF DAHLONEGA

FY 2026 TIRE PRODUCTS GRANT

PROJECT: 26-TP-093-01

This agreement (“Agreement”) is made and entered into as of the date of the last signature hereunder (the “Effective Date”), by and between the Environmental Protection Division of the Georgia Department of Natural Resources, an agency of the State of Georgia (“Division”), and **City of Dahlonega** (“Grantee”). Grantee and the Division are collectively referred to herein as the “Parties.”

WHEREAS, the Division is interested in reducing solid waste in Georgia and recovering valuable materials through recycling, waste reduction, and/or diversion; and

WHEREAS, the Division is interested in encouraging the use and market development of tire-derived products and research for scrap tire innovations; and

WHEREAS, pursuant to the Georgia Comprehensive Solid Waste Management Act, O.C.G.A. § 12-8-20 *et seq.* (“Act”) and the rules promulgated in support the Division is authorized to assist eligible Georgia government entities with grants for the purposes as described in the Act; and

WHEREAS, Grantee represents to the Division that Grantee is duly created and existing under the laws of the State of Georgia and has the authority to expend the monies described herein for the purposes set forth herein; and

NOW, THEREFORE, for and in consideration of the valuable and mutual benefits flowing to each party as hereinafter appear below, the Parties mutually agree as follows:

1. **Project**. The Grantee shall conduct the work described in the scope of services identified in the attached Appendix A and by this reference made a part hereof (hereinafter, the “Project”).
2. **Term; Time of Performance**.
 - a. The term (“Term”) of this Agreement shall commence upon the Effective Date and shall terminate upon the completion of the tasks in the Project, not to exceed 24 months from the Effective Date, unless earlier terminated by the Division in accordance with the provisions of Paragraph 6 of this Agreement.
 - b. Grantee must commence performance of the Project within 30 days of the Effective Date and must complete the Project in accordance with the timeline described therein.
 - c. The Division may elect to extend the Term of this Agreement, in which case the Parties will execute an amendment to this Agreement.

3. **Grant and Acceptance.**

- a. The Division hereby makes and Grantee hereby accepts this grant for the Project (“Grant”) in the amount of **two hundred three thousand nine hundred seventy-five dollars, (\$203,975)** (“Grant Amount”) to carry out the Project in accordance with the terms and conditions of this Agreement.
 - i. Notwithstanding any other provision of this Agreement, the Grantee acknowledges that the Division, as an agency of the State of Georgia, is prohibited from pledging the State’s credit.
 - ii. Grantee must expend or contractually obligate the full amount of the Grant Amount on or before the expiration of the Term; after expiration of the Term Grantee may not expend or obligate contractually the unencumbered Grant Amount.
 - iii. The Grantee will contribute a minimum of **0%** of the total project cost in in-kind services and cash contributions (“Match”) toward the Project.
 - iv. Grantee has already obtained or otherwise received commitments for the Match funding for the Project.
- b. The Grantee agrees that the Grant Amount will be spent pursuant to the breakdown set forth in the Project and pursuant to the terms of this Agreement and will not be used for expenses already incurred or paid for by Grantee before the Effective Date, unless such expenses are expressly authorized in advance and in writing by the Division.
- c. The budget for the Project is set forth in Appendix A. Grantee must notify the Division within 15 days of any changes to the budget for the Project that may result in the reduction and/or elimination of some or all of the Match or the Grant Amount.

4. **Method of Disbursement.** Division will disburse the Grant Amount to Grantee not to exceed the amount described in Paragraph 3, and in accordance with the terms described in this Paragraph:

- a. Disbursement will only be made to Grantee to reimburse Grantee for expenditures made for the Project as described in Appendix A: Scope of Work; and
- b. No disbursement will be made to Grantee for any work completed prior to the Effective Date, even if in furtherance of the Project; and
- c. Grantee must submit a disbursement request on forms as provided by the Division along with invoices and proof of payment made by Grantee for the Project and identification of any Match used. Disbursement request forms may be submitted as needed, provided, however, that they may not be submitted more than once every thirty (30) days; and
- d. The Grantee shall certify in writing the accuracy of each disbursement request. Each disbursement request shall constitute a representation and warranty by the

Grantee to the Division that the covenants and warranties made by Grantee in this Agreement are true and accurate on the date of the disbursement request. All invoices submitted by the Grantee must show detailed line items referencing the costs of labor, materials, property, equipment, installation, services, incidentals, etc. All disbursement requests should be signed and dated by authorized personnel as evidence of review and approval prior to submission to the Division; and

- e. The Division will review any disbursement request within forty-five (45) days of receipt. Disbursement will be made upon determination by the Division that the Project elements described and invoices included with the disbursement request are sufficient. If the Division, in its sole discretion, determines that all or part of a disbursement request cannot be made in accordance with the terms of this Agreement, such request or portion of the request shall not be reimbursed.
5. **Grant Funding.** If the Division determines that the source of funding for the Grant or Grant Amount no longer exists or is insufficient with respect to the Project, the Division shall terminate this Agreement in accordance with the provisions of Paragraph 6.
- a. The determination of the Division that the funding for the Grant is no longer available or sufficient shall be conclusive.
 - b. The Division shall provide notice in writing to Grantee as soon as practicable after the Division determines that the source of payment no longer exists or is insufficient with respect to the Project.
 - c. In the event of such termination, the Division shall remain obligated to reimburse the Grantee for eligible Project expenses performed or incurred and accepted by the Division prior to such termination.
6. **Termination of Agreement.**
- a. **For Cause.** If, through any cause other than force majeure, the Grantee shall fail to perform its obligations under this Agreement, or if the Grantee shall violate any of the covenants, agreements, or stipulations of this Agreement, the Division may terminate this Agreement specifying the effective date. If this Agreement is terminated as provided herein, the Grantee may be disbursed from the Grant Amount for all Project work performed on or before the date of termination and for which a disbursement request is submitted pursuant to Paragraph 4.
 - b. **For Convenience.** Either Party may terminate this Agreement at any time for good reason by giving at least thirty (30) days written notice to the other Party of such termination and specifying the effective date. If this Agreement is terminated as provided herein, the Grantee may be disbursed from the Grant Amount for all Project work performed on or before the date of termination and for which a disbursement request is submitted pursuant to Paragraph 4.
7. **Copyrights and Documents.** Grantee shall be the original and sole owner of all rights, including without limitation copyright, in and to all documents, maps, photographs, drawings and other materials produced or derived in whole or in part under this Agreement and paid for solely by Grantee (“Materials”).

- a. Grantee hereby grants Division a perpetual, irrevocable, world- wide, royalty-free, fully paid-up, non-exclusive license under any copyrights and know- how, data, findings, results and discoveries concerning the Materials so as to allow Division to conduct further research, apply for and obtain further funding and to publish or otherwise disclose the results of the Project and the Material through customary regulatory and scholarly outlets.
- b. Division shall have the right to use the Materials resulting from Grantee's efforts on this Agreement. Division acknowledges that the reuse of any such Materials by Division on any extension of this project or any other project shall, except for the obligations of Grantee, be at Division's sole risk unless otherwise agreed to in writing by all Parties.
- c. Any reports, maps, signage or other documents completed as a part of this Agreement shall include recognition and carry the following notation on a conspicuous sign or the front cover or a title page (or in the case of maps, in the same block):

"The preparation of this report, map, document, project, etc., was financed through a grant from the Georgia Environmental Protection Division."
- d. Division's said license and rights and Grantee's said rights shall not be affected or revoked by the termination provisions of Paragraph 6 of this Agreement.

8. **Grantee's Warranties and Covenants.** The Grantee warrants and covenants to the Division all of the following:

- a. The entirety of the Project shall be carried out in accordance with all applicable federal, State and local laws, rules, regulations and ordinances, including but not limited to the Georgia Rules for Solid Waste Management (Rules) and the Georgia Comprehensive Solid Waste Management Act (Act).
- b. The Grantee will obtain, will modify as needed, and/or will operate in compliance with any required permits issued by the Division to address the handling of the recovered materials or solid waste pursuant to the Project.
- c. The Project will be performed in a workmanlike manner, consistent with that level of care and skill ordinarily exercised by such entities and with sound principles commonly used by similar professionals under similar circumstances and further warrants that the Project will be performed as intended and described in Appendix A.
- d. All information contained in its grant application was, as of the date the grant application, and will remain, until the termination of this agreement, complete, accurate and correct in every way, and that the Grantee is not aware of any circumstances that may cause any information included in the grant application to become incorrect or otherwise change the scope of the Project subsequent to the Effective Date.
- e. It has not employed or retained any company or person, other than a bona fide

employee working solely for him, to solicit or secure this Agreement and that he has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for him, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or the making of this Agreement.

- f. It has, or will secure, all personnel required in performing the Project. Such personnel shall not be employees of or have any contractual relationship with the Division.
 - i. The Project will be performed by the Grantee or under its supervision, and all the personnel engaged by the Grantee to perform the Project shall be fully qualified and shall be authorized under state and local law to perform the same.
 - ii. The Division, or its authorized representatives, shall have the right to enter into the premises of Grantee and/or all subcontractors, or any places where the Project is being performed, to inspect, monitor, or otherwise evaluate the performance of the Project.

9. **Miscellaneous Provisions.**

- a. **Taxes.** The State is exempt from Federal Excise Taxes and from State and Local Sales and Use Taxes. The Grantee will pay all taxes lawfully imposed upon it that may arise with respect to this Agreement.
- b. **Georgia Open Records Act.** All products, reports, information, data, etc., given to, derived from, prepared by, or assembled by the Grantee (the “Materials”) in the performance of this Agreement shall be governed by the Georgia Open Records Act. The Division expressly acknowledges and agrees that Grantee is an “agency” as defined in O.C.G.A. § 50-18-70 and is consequently subject to the Georgia Open Records Act. Grantee shall inform the Division in writing if it receives any requests for the Materials pursuant to the Georgia Open Records Act.
- c. **Assignability.** Grantee shall not transfer or assign all or any of its right, title or interest in this Agreement or delegate any of its duties or obligations hereunder to any party other than the Grantee.
- d. **Interest of Agreement.** The Grantee hereby attests that it and all of the officials of the Grantee have not violated any applicable conflict of interest law under either state law (O.C.G.A. §§ 45-10-20 through 45-10-28 and O.C.G.A. §§ 36-67A-1 through 36-67A-4) or under any local ordinance, charter, rule or regulation and that they shall comply with the same throughout the term of this Agreement.
- e. **Division Intellectual Property.** The Grantee agrees it will not use the name or any intellectual property, including but not limited to, the Division’s trademarks or logos in any manner, including commercial advertising or as a business reference, without the express prior written consent of the Division.
- f. **Right to Audit and Access to Records.** The Grantee shall maintain books, records

and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all expenditures related to the Project throughout the term of the Agreement for a period of at least five (5) years following the date of final disbursement or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records. The Grantee shall permit the Auditor of the State of Georgia or any authorized representative of the State to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Grantee relating to orders, invoices or payments or any other documentation or materials pertaining to the Agreement, wherever such records may be located during normal business hours. The Grantee shall not impose a charge for audit or examination of the Grantee's books and records. If an audit discloses incorrect billings or improprieties, the Division reserves the right to charge the Grantee for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

- g. **Entire Agreement; Modification.** This Agreement represents the sole and complete understanding of the terms of the Agreement between the Parties hereto with respect to the subject matter contained herein and supersedes all prior agreements and understandings, oral or written, with respect thereto. No modification or amendment to this Agreement will be binding on either party hereto unless such modification or amendment is reduced to a writing executed by both Parties. Any changes in the scope and/or duration of this Agreement shall be mutually agreed upon by and between the Division and the Grantee in a writing executed in accordance with this Paragraph.
- h. **Liability.** Each Party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
- i. **No Indemnification; Waiver.** Grantee acknowledges that the Division is an agency of the State of Georgia and is prohibited from indemnifying Grantee or any other parties. The Grantee waives, releases, relinquishes, and discharges any and all claims or demands against Grantee or contractors of Grantee for any damages of any nature whatsoever that in any way relates to or arises out of this Agreement or the disbursement of the Grant Amount hereunder, even if such claims or demands are made against the Grantee or contractors of Grantee and even if the Grantee knew the existence of such claims.
- j. **Applicable Law.** The Parties agree that this Agreement and all rights, privileges and responsibilities shall be interpreted and construed according to the laws of the State of Georgia.
- k. **No Waiver.** The failure of the Division or Grantee at any time to require performance by the other party of any provision hereof, shall in no way affect the right of the Division or Grantee thereafter to enforce that same provision or any part of the Agreement, nor shall the failure of the Division or Grantee to enforce

any breach of any provision hereof be taken or held to be a waiver of such provision, or as a waiver, modification or rescission of the Agreement itself.

1. **Binding Authority.**

- i. The Division warrants that the Director has the authority to bind the Division.
- ii. Grantee's signatory(ies) warrant that it is fully authorized and empowered by all necessary and appropriate official action on the part of the governing body of the Grantee to execute this Agreement and to bind the Grantee thereto.

m. **Counterparts; Electronic Signature.** This Agreement may be executed in any number of counterparts, all of which together shall constitute one and the same instrument. The Parties agree that any electronic signatures on this Agreement hereto constitute original, valid signatures pursuant to the Uniform Electronic Transactions Act, O.C.G.A. § 10-1-21 *et seq.*

n. **Severability.** If any one or more of the provisions of this Agreement are for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

o. **Notice.** All notices, correspondence requests, demands, waives and other communications required or permitted to be given under this Agreement shall be made in writing and shall be deemed to have been duly given if delivered by U.S. Mail, postage paid, sent by nationally recognized overnight courier, or by electronic mail to the contacts as follows:

If to the Division:
Georgia Environmental Protection Division
Recovered Materials Unit
4244 International Parkway
STE 104
Atlanta, GA 30354
SWTF.Grant@dnr.ga.gov

If to Grantee:
Mark Buchanan
City Engineer & Public Works Director
City of Dahlonega
465 Riley Rd.
Dahlonega, Georgia 30533
706-482-2712
mbuchanan@dahlonega.gov

IN WITNESS WHEREOF the Division and the Grantee have executed this Agreement as of the date of the last signature hereunder.

**The Environmental Protection Division of
the Department of Natural Resources,
State of Georgia**

City of Dahlonega



Jeffrey W. Cown
Director
Date: Jan 28, 2026



Allison Martin
City Manager
Date: January 20, 2026

Appendix A

Project Information: City of Dahlonega, GA | Buchanan | Dahlonega City Park Playground

Common Applicant Profile

City of Dahlonega, GA | Buchanan

Submission Date

09/29/2025

Project Title

Dahlonega City Park Playground

Local Government/Entity

City of Dahlonega, GA

Federal Tax ID

58-6000555

Mailing Address

Address 1

465 Riley Road

Address 2

City

Dahlonega

State

Georgia

ZIP

30533

Contacts

Primary Grant Administrator

This is the person who will be the main point of contact for all grant-related communication and questions. This may or may not be the same individual who applies for and/or submits the grant application.

First

Mark

Last

Buchanan

Title

City Engineer & Public Works Director

Organization

Dahlonega

Phone

706 482-2712

GA Email

mbuchanan@dahlonega.gov

Responsible Official for Approvals

If selected for award, this will be the individual who will sign the agreement. Examples include but are not limited to the chief executive officer, commissioner, mayor, or solid waste director.

First

Allison

Last

Martin

Title

City Manager

Organization

City of Dahlonega, GA

Phone

706 482-2706

Signatory Email

AMartin@Dahlonega.gov

Project Start Date

11/02/2025

Project End Date

11/02/2026

Grant Amount Requested

\$203,975.00

Total Project Amount

\$600,000.00

Is your entity listed on the DCA noncompliance list?

Yes

Is your entity involved in any open consent orders or enforcement actions with EPD?

No

Has your entity received any grant funding from EPD in the past?

Yes

Please indicate the grant program and date awarded.

EPD Recreational Trails Program Grant. Awarded 12/14/2018.

Does your entity require funds in advance?

No

Admin

Review Request Steps

1. Type feedback to applicant in the box below and click *Save*
2. Select the "Changes Requested" folder to trigger the email notification to the applicant
3. Click *Revert to Draft* to change the application to draft and revert to the intake stage

Georgia EPD Feedback to Applicant

Internal Comments

Eligible

Agreement Number

Application Reviews

Reviews Assigned
4

Reviews Complete
0

Evaluation Criteria Points
Avg.

Total Points Avg.

Lowest Score
0

Highest Score
0

Award Summary
Score Deviance

Award Amount
\$0.00

Match Amount
\$0.00

Advance Amount
\$0.00

Payments

Total Payments
\$0.00

Remaining Award Balance

Expenses & Reimbursements

Common Applicant Profiles: [City of Dahlonega, GA](#) | [Buchanan](#)

User Login

mbuchanan@dahlonoga.gov

First Name

Mark

Last Name

Buchanan

Organization Name

City of Dahlonega, GA

Title

City Engineer & Public Works Director

Supplier ID - Admin

Only

Email

mbuchanan@dahlonoga.gov

Phone

706 482-2712

Project Narrative: 79961390

Linked Cover Letter

City of Dahlonega, GA | Buchanan | Dahlonega City Park Playground

Select the grant for which you are applying

Tire Products

Project Description

Briefly describe your overall project, including project location.

The Dahlonega City Park Playground project includes reconstruction of an existing playground over 30 years old located at 465 Riley Road in Dahlonega. The City is hopeful to leverage multiple potential partnerships to enhance our existing park and provide a safe recreational opportunity for children and families. We will be building on the success of the Hancock Park All Abilities Playground that the City constructed in 2017 using recycled tire products, technical input from local nonprofits to maximize inclusion, City resources and local volunteer stone craftsman. Using this same approach, the City will revamp a portion of the 1.0 acre City Park with a new playground using a similar recycled tire surface and being similarly comprised of not only more inclusive playground features, but tried and true items, as well. At this time, design is in its conceptual phase, but it's expected that roughly 11,000 square feet of the project will utilize recycled tire products.

Need and Purpose

Describe the need and purpose of the project.

The need for this project is evident by virtue of the heavy traffic the City Park Playground currently accommodates. This park has been in use for decades and the equipment and park surface, while regularly maintained, have simply reached the end of their life cycle. Large crowds frequent the park on a daily basis, frequently arriving by way of school buses, and in its current configuration, the environment is less than ideal for providing the safe, nurturing, enjoyable opportunity that Dahlonega's citizens and visitors expect. With a population of around 7500, a local university with around 7500 students, faculty, staff and their families and the tourism that comes with the national exposure Dahlonega receives through the print, film and online industry, reconstruction of the playground is a must.

Community Served

Describe how the project benefits the community.

This project will revive and, once again, provide local and visiting families a free, safe and inclusive environment for users of all abilities. Located within the city limits of Dahlonega, City Park is accessible to all in a community with 34% living below the poverty rate.

Utilization and Metrics

Describe the tire-derived product(s) (TDP) your project will utilize.

During final playground design, and in conjunction with advice from experts and local partners, the City intends to use either a bonded rubber surface that we've used in the past with great success or Ethylene Propylene Diene Monomer (EPDM). At comparable costs, both products require similar subsurface preparation and provide increased fall protection, are environmentally friendly (some with a recycled content as high as 96%) and are easily cleaned and maintained.

Describe the total project cost utilizing conventional or virgin materials vs. the total project cost utilizing TDP(s).

The overall playground cost is anticipated to fall somewhere in the \$600,000 to \$900,000 range. However, for this exercise, I'll compare only the 11,000 square foot surface. Conventional material would consist of 12" deep wood shavings that are locally sold by the cubic yard at a price of \$20/cyd delivered. Total cost of this material is calculated as follows: $(11,000\text{sft} * 1' / 27\text{cft/cyd} * \$20/\text{cyd} = \$8,150$. Installation would be less than \$1,000, resulting in a total cost of around \$9,150. Installation of TDP over the same area would consist of an initial 4" layer of Graded Aggregate Base (GAB) weighing roughly 275 tons with an installed cost of around \$55/ton resulting in \$15,125. Purchase and placement of the TDP is anticipated at \$18/sft, resulting in $11,000\text{sft} * \$18/\text{sft} = \$198,000$. Combined, this is $\$15,125 + \$198,000 = \$213,125$. Using TDPs increases the overall project cost by $(\$213,125 - \$9,150) = \$203,975$.

- For example: A roadway paving project costs \$100,000 using conventional materials and services. To utilize a ground tire rubber asphalt mix, it

will cost an additional \$50,000 (\$30,000 for the material itself and \$20,000 for the associated labor to mix/haul). In this scenario, the total project cost utilizing conventional materials is \$100,000 vs. \$150,000 to utilize TDP. The difference in cost and the amount eligible for grant funding is \$50,000.

- For example: A public school plans to renovate a classroom using tiles made from TDP. Conventional tiles will cost \$8,000 (\$6,000 for the tiles and \$2,000 for labor and installation). TDP tiles will cost \$12,000 (\$8,000 for the TDP tiles and \$4,000 for labor and installation). In this scenario, the total project cost utilizing conventional materials is \$8,000 vs. \$12,000 to utilize TDP. The difference in cost and the amount eligible for grant funding is \$4,000.

Describe the number of Lbs. of TDP(s) used in the project.

The playground surface will be roughly 11,000 square feet. The TDPs that are anticipated to be used generally have a unit weight of around 26 pounds per cubic foot dry, before any additional polymers or bonding agents are added. Installing this product over the entire 11,000 square feet at a depth of 6" yields $11,000 \text{ sft} \times 0.5' \times 26 \text{ lb/cft} = 143,000$ pounds or roughly 72 tons of TDPs used.

- For example: A roadway paving project plans to use 50 tons of rubberized asphalt. Each ton of rubberized asphalt is 30% TDP, and 70% other materials. One ton equals 2,000 lbs. For this scenario, the amount of TDP used is 30,000 lbs. $((50 \text{ tons} \times 2,000 \text{ lbs.}) \times .3)$.
- For example: A public school plans to use 300 square feet of tiles made from TDP. Each tile weighs 12 lbs., and consists of 90% TDP, and 10% other materials. Each tile is one square foot. For this scenario, 3,240 lbs. of TDP are used in the project $(300 \text{ square feet of tiles} \times 12 \text{ lbs./tile} \times .9)$.

Describe how the TDP(s) will be incorporated into your project

Tire-derived products will make up virtually all of the playground surface. The City has used these materials and this approach in the past and it has proven to be effective, reliable and most importantly, safe.

Where are you sourcing the TDP(s) and/or related service(s)?

The City of Dahlonega is committed to utilizing a state of Georgia TDP supplier. While materials have yet to be sourced, the City is working with a local non-profit provider who has completed multiple playgrounds using Georgia TDP providers. We seek their guidance and knowledge base to help provide a vendor. The City will work to follow procurement guidelines while striving to procure a Georgia TDP supplier.

Marketing and Education

How will you share information about your project to your community?

In addition to typical marketing by way of our City website and social media outlets, we intend to use an approach that was successful in the past. For our Hancock Park All-Abilities Playground that opened in 2017, the City promoted the grand opening as if it were another City of Dahlonega festival. For weeks leading up to the event, there was a coordinated build-up with our Chamber of Commerce, Downtown Development Authority, Main Street Program and Connectivity, a local non-profit focused on accessibility in accordance with the Americans with Disabilities Act. The day of the opening was a city event with hundreds in attendance and special guest speakers. Everyone in the community knew about the project prior to its opening and eagerly awaited that day. We're committed to a similar and even stronger marketing campaign for this new playground and expect a strong turnout and significant use and enjoyment for years to come.

Project Timeline: Dahlonaga City Park Playground - 2026-03-01

Name	Attachments
Dahlonaga City Park Playground - 2026-03-01	No

Linked Cover Sheet

City of Dahlonaga, GA | Buchanan | Dahlonaga City Park Playground

Activity Name

Dahlonaga City Park Playground

Activity Description

10/01/2025--Budget approval authorizing City of Dahlonaga funding.
03/01/2026--Begin procurement of vendors for tire-derived products for surface and playground features.
06/01/2026--Selection of vendors and authorization for Notice(s) of Award by Dahlonaga City Council.
07/01/2026--Begin preparation of site for installation of TDPs
08/01/2026--Begin installation of playground features
10/01/2026--Feature installation completion. Verify compaction of graded aggregate base previously installed in preparation for TDPs.
10/15/2026--Install TDPs
11/15/2026--Begin additional playground construction outside TDP footprint; concrete, sod, additional features.
01/15/2027--Begin final upgrades of existing buildings, features, amenities
03/01/207--Completion.

Activity Start Date

03/01/2026

Activity Completion Date

03/01/2027

Project Budget: Demolition & Site Prep

Linked Cover Letter

City of Dahlonega, GA | Buchanan | Dahlonega City Park Playground

Application Type

Tire Products

How many line items do you want to submit?

5

Running Total of Grant Funds Requested

\$203,975.00

Total Project Cost (including TDP and associated services)

\$600,000.00

Percentage of project (by cost) that consists of TDP and associated services

34

Budget Line Item

Demolition & Site Prep

Grant Funds Requested

\$0.00

Are the funds attributable to a GA business?

Yes

Budget Line Item

Graded Aggregate Base and TDP Surface

Grant Funds Requested

\$203,975.00

Are the funds attributable to a GA business?

Yes

Budget Line Item

Playground Features

Grant Funds Requested

\$0.00

Are the funds attributable to a GA business?

No

Budget Line Item

Playground site work

Grant Funds Requested

\$0.00

Are the funds attributable to a GA business?

Yes

Budget Line Item

Amenities, Vegetation, Building Renovation

Grant Funds Requested

\$0.00

Are the funds attributable to a GA business?

No

Supporting Materials: 79961484

Linked Cover Letter

City of Dahlonega, GA | Buchanan | Dahlonega City Park Playground

How many quotes would you like to submit?

1

Attach quotes and/or other cost estimate documentation to support each line-item expenditure in the budget. If utilizing a Georgia business for any products or services, attach documentation that clearly indicates the business name and address.

Quote 1

Dahlonega Tire Grant Quote.pdf

**Complete and submit a W9 form.

[W9 Form](#)

W-9 Upload

Dahlonega W-9 & Affidavit.pdf

**Complete and submit a state contractor affidavit form.

[Contractor Affidavit Form](#)

State contractor affidavit form

Dahlonega W-9 & Affidavit.pdf

Supporting Materials: File Attachments

Quote 1

Dahlonega Tire Grant Quote.pdf

W-9 Upload

Dahlonega W-9 & Affidavit.pdf

State contractor affidavit form

Dahlonega W-9 & Affidavit.pdf



**CITY OF DAHLONEGA
PUBLIC WORKS/ENGINEERING**

465 Riley Road
Dahlonega, GA 30533
Phone: 706/864-6133 • Fax: 706/864-4837

The City of Dahlonega has not procured materials or services at the current time. This project is budgeted for 2026. The estimated budget is detailed earlier in this application in the Project Narrative section and reads as follows:

The overall playground cost is anticipated to fall somewhere in the \$600,000 to \$900,000 range. However, for this exercise, I'll compare only the 11,000 square foot surface. Conventional material would consist of 12" deep wood shavings that are locally sold by the cubic yard at a price of \$20/cyd delivered. Total cost of this material is calculated as follows: $(11,000\text{sft} * 1' / 27\text{cft/cyd} * \$20/\text{cyd} = \$8,150$. Installation would be less than \$1,000, resulting in a total cost of around \$9,150. Installation of TDP over the same area would consist of an initial 4" layer of Graded Aggregate Base (GAB) weighing roughly 275 tons with an installed cost of around \$55/ton resulting in \$15,125. Purchase and placement of the TDP is anticipated at \$18/sft, resulting in $11,000\text{sft} * \$18/\text{sft} = \$198,000$. Combined, this is $\$15,125 + \$198,000 = \$213,125$. Using TDPs increases the overall project cost by $(\$213,125 - \$9,150) = \$203,975$.

While we will strive to procure goods and services from Georgia based vendors, due to procurement requirements, that cannot be guaranteed at this time. For this reason, the box related to this topic was checked as NO earlier in the application. However, it is our hope that we will be successful in locating a Georgia supplier/contractor.

Mark Buchanan, PE



Prince, Diavion

From: Mark Buchanan <mbuchanan@dahlonega.gov>
Sent: Friday, November 21, 2025 5:15 PM
To: Grant, SWTF
Subject: FW: Tire Grant FY26 Application: Supplemental Documentation Requested

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Sarah,

I can submit the text below back to Diavion with the assurance that it will be a part of our bid package for the playground. Do you think that will be adequate? I sourced this from the same firm (Rubber Designs) used in the example provided and simply modified it a little bit. Thanks again for all your help with this. Fingers crossed.

As part of the playground surface bid documents, the following will be a mandatory requirement of all materials:

MATERIALS

- *Primer: Single component moisture cured polyurethane primer.*
- *Binder: An elastic polyurethane pre-polymer with minimal odor, excellent weathering and binding characteristics.*
- *Colored Buffing : Sizing must be pre-approved and for use of and to manufacture bonded rubber playground surfacing. **Colored rubber buffing shall consist of 100% recycled tire-buffing product.** No as equal raw material substitutions will be accepted. The body and proportionate formulation of colored rubber buffing shall consist of rubber particles ranging in size from 1/2" to 2" that when mixed to proper proportion meet or exceed the following basic criteria in addition to the product testing mandated for the product specified:*
 - 1) *Rubber Buffing Material is Non-Toxic*
 - 2) *Rubber Buffing Material is Anti-Fungal*
 - 3) *Rubber Buffing Material is Non-Absorbent*
 - 4) *Rubber Buffing to Avert Nesting of Insects*
 - 5) *Rubber Buffing is consistent of proportionate Long-Strand Particles*
 - 6) *Rubber Buffing is 100% free of wire, and cotton/polyester contaminates.*

A couple of photos of our last TDP playground back in 2019...



Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
 requester. Do not
 send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<p>1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p>City of Dahlenega</p>	
	<p>2 Business name/disregarded entity name, if different from above.</p>	
	<p>3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)</p> <p>Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</p> <p><input checked="" type="checkbox"/> Other (see instructions) <u>City Government</u></p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p style="text-align: right;"><i>(Applies to accounts maintained outside the United States.)</i></p>
	<p>3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/></p>	
	<p>5 Address (number, street, and apt. or suite no.). See instructions.</p> <p>465 Riley Road</p>	Requester's name and address (optional)
	<p>6 City, state, and ZIP code</p> <p>Dahlenega, GA 30533</p>	
	<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
or									
Employer identification number									
5	8	-	6	0	0	0	5	5	5

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, Item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <u>C. Allen Marks</u>	Date <u>1/31/2025</u>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

103346

Federal Work Authorization User Identification Number

02/27/2008

Date of Authorization

City of Dahlonega

Name of Contractor

Tire Grant Application

Name of Project

Georgia Department of Natural Resources

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on September, 29, 2025 in Dahlonega (city), Georgia (state).

Brittany Lee

Signature of Authorized Officer or Agent

Brittany Lee, Purchasing Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 29 DAY OF September, 2025.

Julie Fullwood

NOTARY PUBLIC

My Commission Expires: May 25, 2029

Julie Fullwood NOTARY PUBLIC Lumpkin County, Georgia My Commission Expires 5/25/2029

Signature: [79961556](#)

Linked Cover

City of Dahlonega, GA | Buchanan | Dahlonega City Park Playground

Are you the responsible official (as described in the Project Information section of this application) authorized to sign on the behalf of your entity?

Yes

Authorization

I, the undersigned authorized representative, certify that to the best of my knowledge, the information contained herein is true and correct.

Name

Allison Martin

Title

City Manager

Address 1

465 Riley Road

Address 2

City

Dahlonega

State

Georgia

ZIP

30533

Electronic Signature

C. Allison Martin

Date

09/26/2025