



**CITY OF DAHLONEGA
INVITATION TO BID**

**BOAT RAMP BEAUTIFICATION PROJECT
PROJECT #2026-005**

ISSUING AGENCY

***CITY OF DAHLONEGA
465 RILEY ROAD
DAHLONEGA, GA 30533
PHONE: (706) 864-6133
FAX: (706) 864-4837***

ISSUE DATE

July 15, 2026

PURCHASING AGENT (CITY CONTACT)

Brittany Lee

PRE-BID MEETING (MANDATORY)

August 6, 2026, 10:30 a.m. EDT

BID CLOSING DATE

August 28, 2026, 2:00 p.m. EDT

BIDS ARE DUE AT THE ADDRESS SHOWN ABOVE NO LATER THAN

2:00 p.m. EDT on August 28, 2026

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

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS *INVITATION TO BID (ITB)* ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE BIDDER.

INVITATION TO BID

BOAT RAMP BEAUTIFICATION PROJECT PROJECT #2026-005

The City of Dahlonega (here and after referred to as "City") is requesting Sealed Bids for the Boat Ramp Beautification Project and all work required by the City of Dahlonega plans dated 3/7/26 and signed on 3/27/26.

Work is as specified in the Bid Document and is to be done in accordance with the 2021 GDOT Standards and Specifications. Bidders are required to carefully examine the specifications contained in this Bid Document.

A Mandatory Pre-Bid Meeting will be held on **August 6, at 10:30 a.m. EDT** in The Gary McCullough Council Chambers of Dahlonega City Hall located at 465 Riley Road, Dahlonega, Georgia 30533.

Questions regarding Project #2026-005 will be accepted in writing only by the City of Dahlonega Purchasing Agent, Brittany Lee, at blee@dahlonega.gov or faxed to (706) 864-4837 before 12:00 p.m. EDT on August 14, 2026. Responses will be posted by Addenda no later than 5:00 p.m. EST on August 21, 2026, to www.dahlonega.gov.

A Bid Bond in an amount not less than five percent (5%) of the Bid amount must accompany the Bid submission. The awarded Bidder will be required to furnish a Performance Bond and Payment Bond, each in the amount of one hundred percent (100%) of the Contract amount.

Bids must be received by 2:00 p.m. EDT on *August 28, 2026*, and may be delivered to the Purchasing Department located at 465 Riley Road, Dahlonega, Georgia 30533. Bids shall be clearly marked and sealed including the appropriate bid number and title. Late Bids will not be considered nor returned.

Immediately following the deadline, Bids will be opened publicly and read aloud in the Gary McCullough Council Chambers of Dahlonega City Hall located at 465 Riley Road, Dahlonega, Georgia 30533.

The Bid Documents and Specifications are available for inspection at City Hall located at 465 Riley Road, Dahlonega, Georgia 30533 (Phone (706) 864-6133) and on the City's website at www.dahlonega.gov.

Bids 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 Bids, to award a contract in the best interest of the City, and to waive any technicalities and informalities.

INVITATION TO BID

BOAT RAMP BEAUTIFICATION PROJECT PROJECT #2026-005

1.0 INTRODUCTION

1.1 Purpose of Procurement

The City of Dahlonega is requesting Sealed Bids for the Boat Ramp Beautification Project. This Project consists of sidewalks, wall construction, light earthwork, and all work included in the Lake Zwerner Picnic Area plans signed 3/27/26.

1.2 Schedule of Events

This Invitation to Bid shall be governed by the following schedule:

DATE	ACTIVITY
<i>July 15, 2026</i>	Release of Invitation to Bid
<i>August 6, 2026</i> 10:30 a.m. EDT	Mandatory Pre-Bid Meeting held at The Gary McCullough Council Chambers of Dahlonega City Hall located at 465 Riley Road, Dahlonega, Georgia 30533
<i>August 14, 2026</i> 12:00 p.m. EDT	Deadline for written questions to be submitted to Purchasing Agent
<i>August 21, 2026</i> 5:00 p.m. EDT	Answers to written questions and all Addenda posted on website: www.dahlonega.gov
<i>August 28, 2026</i> 2:00 p.m. EDT	Bids due and bid opening. No Bids will be accepted after the due date and time.

1.3 Restrictions on Communications

From the date of issuance of this Invitation to Bid until a contractor is selected and the award is announced, Contractors 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-Bid Meeting, if applicable; or, 3.) as provided by existing work agreement(s). The City reserves the right to reject the submittal of any Bidder violating this provision.

1.4 Pre-Bid Meeting

A **MANDATORY** Pre-Bid Meeting will be held August 6, 2026, at 10:30 a.m. EST. The location of the Meeting will be the Gary McCullough Council Chambers of Dahlonega City Hall located at 465 Riley Road, Dahlonega, Georgia 30533.

1.5 Questions and Addenda

All questions concerning this Bid must be submitted in writing (email is preferred but fax and mail may be used) to the Purchasing Agent by no later than 12:00 p.m. EDT on August 14, 2026.

All inquiries must be directed to:

City of Dahlonega
Attention: Brittany Lee, Purchasing Agent
465 Riley Road
Dahlonega, Georgia 30533
blee@dahlonega.gov
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 Invitation to Bid. Addenda shall be posted to the City's website, www.dahlonega.gov, by no later than 5:00 p.m. EDT on June 26, 2026. A signed copy of the Addenda Acknowledgement Form (Attachment F) shall accompany submitted Bids. Bidders are advised to check the website for Addenda prior to submittal of Bid.

1.6 Contract Term

The Contract between the City and the Contractor shall become effective upon signing and shall be completed by no later than 180 calendar days from the day the *Notice to Proceed* is issued. The City reserves the right to terminate the Contract at any time if an awarded Bidder ("Contractor") fails to meet the requirements stated in this Invitation to Bid.

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.

Liquidated damages on this Project shall be \$250.00 per day if not completed by the scheduled completion date.

1.7 Bonds

Bid Bonds shall be five percent (5%) of total Bid amount. Performance and Payment Bond shall be one hundred percent (100%) of total contract price (required of awarded Contractor only).

Information regarding bonds to be furnished is stated in the General Terms section of this document, Paragraph 3.8 "*Bid/Proposal Bonds, Payment Bonds, Performance Bonds*".

1.8 Submission of Bids

Only sealed Bids will be accepted. One (1) original and one (1) copy of the complete, signed submittal must be received by no later than 2:00 p.m. EDT on August 28, 2026. Bids must be submitted in a sealed envelope with the Bidder's name and address and "BOAT RAMP BEAUTIFICATION PROJECT #2026-005" stated on the outside. All required bid documents should be fully executed and must include all relevant attestations and/or required documentation.

Required Bid Documents:

Completed Contractor's Checklist (Attachment A)
Execution of Bid Form (Attachment B)
Bidder's Certification (Attachment C)
Pricing Sheet (Attachment D)
Certification and Non-Collusion Form (Attachment E)
Addenda Acknowledgement Form (Attachment F)
SAVE Affidavit *with copy of verifiable document* (Attachment G)
E-Verify Affidavit (Attachment H)
IRS W-9
Evidence of Insurance / Certificate of Insurance
Bid Bond

Bids must be delivered, mailed, or shipped to:

City of Dahlonega
Attention: Brittany Lee, Purchasing Agent
465 Riley Road
Dahlonega GA 30533

Bid responses submitted by fax or electronic mail (email) will NOT be accepted.

Bidders are advised to allow adequate time for shipping (express mail and delivery services do not guarantee overnight delivery by noon to the City). Any Bid received after 2:00 p.m. EDT on *August 28, 2026*, will not be opened. Late Bids will be rejected in their entirety.

1.9 Withdrawal of Bid Due to Errors

Bidders shall have up to forty-eight (48) hours to notify the City of Dahlonega Purchasing Department, in writing, of an obvious clerical error made in the calculation of Bid in order to withdraw a Bid after its opening. Bids may be withdrawn from consideration if the price was substantially lower than the other Bids due solely to a mistake. The Bidder shall provide evidence that the Bid was submitted in good faith, and that the mistake was a clerical mistake as opposed to a judgment mistake. The Bidder's original work papers shall be the sole acceptable evidence of error or mistake. If a Bid is withdrawn under this Provision, the lowest remaining responsive Bid shall be deemed low Bid.

No Bidder who is permitted to withdraw a Bid shall, for compensation, supply any material or labor, perform any subcontract or other work agreement for the person, or firm to whom the Contract is awarded.

Bid withdrawal is not automatically granted and will be allowed solely at the City's discretion.

1.10 Award

Any contract awarded pursuant to this Invitation to Bid shall be awarded to the lowest responsive and responsible Bidder whose response meets the requirements and specifications set forth in

this Invitation to Bid. A "Responsive Bidder" is a Bidder who has submitted a bid response that conforms in all respects to the Bid. A "Responsible Bidder" is a Bidder who has the capacity, in all respects, to fully perform the requirements of this Contract with integrity and reliability to ensure good faith performance.

2.0 SCOPE OF WORK

The scope of work for this Project shall consist of forming and pouring sidewalks, table, bench, and trashcan pads in accordance with the plans described. The Contractor shall install footers recommended by the manufacturer and build a wall and wall cap with the VERSA-LOK Retaining Wall Systems or an equivalent that shall be approved by the City of Dahlonaga Department of Public Works. This also includes Rubberific Timber, WillyGoat Border, and AgTec Geocell Soil Stabilization Grid Paver for the walking path.

Grading shall consist of walking trail excavation, back filling wall and all structures, shaping parking lot, and removing and demoing existing items (e.g., existing concrete pads and other items) as directed by the City of Dahlonaga Department of Public Works.

All temporary erosion control items shall be the responsibility of the Contractor to install, maintain, and remove at the completion of the Project. The Contractor shall place permanent fescue sod in areas as directed by the City of Dahlonaga Department of Public Works. Final location and amount of sod may vary from plans due to final grade.

All work shall be performed in accordance with the Standard Specifications, Construction of Transportation Systems, 2021 and the Supplemental Specifications Modifying the 2021 Standard Specifications, Construction of Transportation Systems, 2024 Edition, as required.

2.1 SPECIFICATIONS

Work hours shall be Monday through Friday from 7:00 a.m. EDT until 7:00 p.m. EDT; no work shall take place outside of these hours. The reservoir parking area must be left in a usable state outside of these hours. The City of Dahlonaga Department of Public Works will provide guidance regarding parking lot closures, full and partial, during work hours. The City reserves the right to temporarily halt work for special functions.

3.0 TERMS AND CONDITIONS

3.1 Bid Amendments

The City reserves the right to amend this Bid prior to the Bid Closing Date. All Addenda and additional information will be posted to the City's website at www.dahlonaga.gov no later than 5:00 p.m. EST on **August 21, 2026**. It is the Bidder's responsibility to check the website for Addenda before submitting a Bid. A signed copy of Addenda Acknowledgement Form (Attachment F) is to be included with the Original Bid.

3.2 Bid Withdrawal

A submitted Bid may be withdrawn prior to the Bid Closing Date by submitting a signed written request to the Purchasing Agent.

3.3 Cost for Preparing Bids

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

3.4 Conflict of Interest

Bidders must disclose any and all client relationships that involve the City of Dahlonega, City staff, and/or Elected Officials.

3.5 Contractor Selection

The City reserves the exclusive right to determine which Bidder should be awarded the Contract. The City also reserves the right to reject any or all Bids at its discretion with or without cause.

3.6 Negotiations with Conditional Awardee

Prior to award, the Conditional Awardee will be required to enter into discussions with the City to resolve any contractual differences. These discussions are to be finalized within one (1) week of notification unless extending the time period is advantageous to the City. Failure to resolve differences **will** lead to rejection of the Bid.

The City reserves the right to negotiate modifications and costs with the Conditional Awardee provided that no such modifications affect the evaluation criteria set forth herein. This Bid is on a unit price basis, and the City reserves the right to increase or decrease the quantities estimated for this Project at the same unit price as provided in the Bid submittal based on site conditions and final grades. No consideration will be made for changing the unit price either up or down because of this.

The Conditional Awardee shall commence work only after the transmittal of a Binding Contract and Notice to Proceed issued by the City.

3.7 Taxes

The City is exempt from taxes; the Contractor shall pay all taxes required by law on purchases made for this Project.

3.8 Bid/Proposal Bonds, Payment Bonds, Performance Bonds (if required)

A five percent (5%) Bid Bond must accompany Bid submittal, and a one hundred percent (100%) Performance and Payment Bond shall be furnished to the City consistent with Paragraph 1.7 of this document. Failure to submit appropriate Bonding will result in automatic rejection of the Bid. Bonding Company must: be authorized to do business in Georgia by the Georgia Insurance Commission; listed in the Department of Treasury's Department Circular 570, which provides publication of companies holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies; and hold an AM Best rating.

3.9 Compliance with Laws

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

3.10 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 notify the other party by issuance of a written Notice of Breach of Contract. If the "breach" has not been remedied within thirty (30) days from such Notice, the notifying party may then issue a Notice of Cancellation which shall become effective after thirty (30) days.

The City 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 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 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 Contractor.

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

3.11 Condition of Materials

It is understood and agreed that materials delivered shall be new, of latest design, and in first quality condition, and must meet all Georgia Department of Transportation specifications.

3.12 Rejection of Submissions/Cancellation of Bids

The City reserves the right to reject any or all bids, to waive any irregularity or informality in a bid, 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 bids that do not contain all the elements and information requested in this document. The City reserves the right to cancel this Invitation to Bid at any time. The City will not be liable for any cost/losses incurred by the Contractors throughout this process.

3.13 Non-discrimination

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

3.14 Payment

Contractor shall itemize all invoices in full. The original of the invoice shall be mailed or emailed to:

City of Dahlonega
Attn: Accounts Payable
465 Riley Road
Dahlonega, GA 30533
accountspayable@dahlonega.gov

All work must be approved by the city inspector and payment approved by the city manager. Each invoice must include the following information:

- | | |
|----------------------|--|
| 1. Date of Invoice | 4. Terms |
| 2. Service Performed | 5. All billable items must be itemized |
| 3. Billing Period | 6. Appropriate Unit of Measure |

Contractor must furnish documentation identifying that this work has been completed in accordance with specifications, quantities, and price as set forth in the contract.

Invoices missing any of the information listed above will not be accepted for payment but will be returned to the Contractor for correction.

3.15 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 continuance 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 Bid.
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 Sub-contractors 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.
10. 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.

3.16 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 subcontractor, at no cost or penalty to the City, if the City reasonably determines that the performance of any sub-contractor or personnel is unsatisfactory.

3.17 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 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 bid.

3.18 Ownership

Reports, plans, data, statistics, specifications, and other supporting records compiled or prepared in the performance of the Services required by this Contract, shall be the absolute property of the City and shall not be used by the Contractor for purposes unrelated to this 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 Contractor shall have the right to retain copies of the same.

3.19 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 a Contractor without the prior written approval of the City. All proposed news releases shall be routed to the City of Dahlonega Purchasing Director for review and approval.

3.20 Severability/Cancellation

It is understood and agreed by the parties hereto that if any part, term, or provision of this 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 through negotiation or mediation prior to filing any cause of action. The venue for any litigation arising from this contract shall be City of Dahlonega, 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 the response to this document or if determined that services can be better provided by in-house or other sources.

3.21 Drug Free Workplace

By submission of a Bid, 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 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 Sub-section (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.

3.22 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 bid or his right, title, or interest in or to the same, or any part thereof, without written consent of the City.

3.23 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.

3.24 Non-Collusive Bidding

By submitting a response to this Invitation to Bid, the Bidder represents and warrants that such bid 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 Bidder has not directly or indirectly induced or solicited any other Contractor to put in a sham bid, or any other person or company to refrain from submitting and that the Bidder has not in any manner sought by collusion to secure to that Contractor any advantage over any other Contractor.

3.25 Georgia Security and Immigration Compliance

To comply with the State of Georgia's Security and Immigration Compliance Act, all contractors must comply with regulations by completing the provided affidavits relative to the Compliance Act. All applicable affidavits have been included with this Invitation to Bid and must be signed and provided with the Bid submission.

3.26 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).

3.27 Documents Deemed Part of Contract

Unless otherwise modified by the Contract, the City of Dahlonaga's Invitation to Bid is issued July 15, 2026, and any addendums issued thereto, and the Project Manual containing Specifications and Special Provisions 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.

**ATTACHMENT A
BOAT RAMP BEAUTIFICATION PROJECT
PROJECT #2026-005**

BIDDER'S CHECKLIST

Company Name: _____

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

- ☐ Execution of Bid Form: Attachment B
- ☐ Bidder's Certification Form: Attachment C
- ☐ Pricing Sheet: Attachment D
- ☐ Certification and Non-Collusion Form: Attachment E
- ☐ Addenda Acknowledgement Form: Attachment F
- ☐ SAVE Affidavit: (with copy of verifiable document) Attachment G
- ☐ E-Verify Affidavit: Attachment H
- ☐ Executed IRS W-9 Form
- ☐ Certificate of Insurance

Authorized Signature

Title

Print Name

Date

ATTACHMENT B
BOAT RAMP BEAUTIFICATION PROJECT
PROJECT #2026-005

EXECUTION OF BID FORM

Company Name: _____

The potential Contractor certifies the following by placing an "X" in all blank spaces:

- _____ That this bid was signed by an authorized representative of the business.
- _____ That the potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- _____ That all labor costs associated with this project have been determined, including all direct and indirect costs.
- _____ That the potential Contractor agrees to the conditions as set forth in this Invitation to Bid with no exceptions.

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

_____	Title	_____
Authorized Signature		
_____	Date	_____
Print Name		

ATTACHMENT C
BOAT RAMP BEAUTIFICATION PROJECT
PROJECT #2026-005

BIDDER'S CERTIFICATION

Date of Bid: _____

I certify that this Bid is submitted without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same goods/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 agree to abide by all terms and conditions stated of this document and certify that I am authorized to sign this bid for the bidder.

I acknowledge that this Project will be constructed in English units.

I certify that I have carefully examined the requirements for this project and the specifications included in and made a part of this bid and have also personally examined the site of the work. I propose to furnish all necessary machinery, tools, apparatus and other means of construction, and do all the work and furnish all the materials in the manner specified.

I understand the quantities mentioned are approximate only and are subject to either increase or decrease and hereby propose to perform any increase or decrease quantities of work or extra work on the basis provided for in the Specifications.

I also hereby agree that the City of Dahlonega would suffer damages in a sum equal to at least the amount of the enclosed Bid Guaranty, in the event my bid should be accepted and a Contract tendered me thereunder and I should refuse to execute same and furnish bond as herein required, in consideration of which I hereby agree that, in the event of such failure on my part to execute said Contract and furnish bond within fifteen (15) days after the date of the letter transmitting the Contract to me, the amount of said Bid Guaranty shall be and is hereby forfeited to the City of Dahlonega as liquidated damages as the result of such failure on my part.

I further propose to execute the Contract agreement described in the Invitation to Bid as soon as the work is awarded to me, and to begin and complete the work within the time limit provided. I also propose to furnish a Contract Bond, approved by the City of Dahlonega, as required by the laws of the State of Georgia. This bond shall not only serve to guarantee the completion of the work on my part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted, as well as to fully comply with all the laws of the State of Georgia and the City of Dahlonega.

BIDDER'S CERTIFICATION PAGE 2

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's name, dates, and reason for debarment.

Name and Title of Authorized Person

Printed Name

Signature

Title

Date

**ATTACHMENT D
BOAT RAMP BEAUTIFICATION PROJECT
PROJECT #2026-005
PRICING SHEET**

Company Name: _____

LINE NUMBER	ITEM DESCRIPTION	UNIT	UNIT PRICE (DOLLARS/CENTS)
0005	163-0529 Construct and Remove Temporary Sediment Barrier or Baled Straw Check Dams	200 LF	
0010	165-0030 Maintenance of Temporary Silt Fence, Type S	150 FT	
0015	171-0030 Temporary Silt Fence, Type S	950 FT	
0020	210-0100 Grading Complete	1 LS	
0025	310-1101 Gr Aggr. Base Crs, Incl Matl	130 TN	
0030	4410-0104 Concrete Sidewalk, 4 IN	250 SY	
0040	500-3200 Class B Concrete, 6 IN	140 SY	
0045	603-7000 Plastic Filter Fabric	1650 SF	
0050	700-9300 Sod Fescue	13,000 SF	
0055	Versa-Lok Retaining Wall Systems	750 SF	
0060	Versa- Lok Cap	275 FT	
0065	Rubberific Timber Willy Goat, 8 IN	275 LF	
0070	Agtec Soil Stabilization Grid, 4 IN	1650 SF	
0075	Slate Chips	45 TN	

I certify the above bid as all-inclusive and final per document specifications.

Authorized Signature

Title

Print Name

Date

**ATTACHMENT E
BOAT RAMP BEAUTIFICATION PROJECT
PROJECT #2026-005**

CERTIFICATION AND NON-COLLUSION FORM

Company Name: _____

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid 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 bid 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 bidder or the bidder's associates with any City staff or elected officials since the date this Invitation to Bid was issued except: 1) through the Purchasing Agent of the City, 2) at the Pre-bid conference, or 3) as provided by existing work agreement(s). I understand the City reserves the right to reject the bid submitted by any bidder violating this provision.

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

Authorized Signature

Title

Print Name

Date

**ATTACHMENT F
BOAT RAMP BEAUTIFICATION PROJECT
PROJECT #2026-005**

ADDENDA ACKNOWLEDGEMENT FORM

Company Name: _____

The bidder has examined and carefully studied the Invitation to Bid 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. Bids which fail to acknowledge the Contractor'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
BOAT RAMP BEAUTIFICATION PROJECT
PROJECT #2026-005

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
BOAT RAMP BEAUTIFICATION PROJECT
PROJECT #2026-005

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
_____, 202__.

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE ____ DAY OF

Name and Title of Authorized Officer or Agent

NOTARY PUBLIC

My Commission Expires: _____

**CONTRACT
FOR PROJECT NUMBER: 2026-005**

This agreement is made and entered into this _____ day of _____, 2026, between the City of Dahlonega, hereinafter referred to as "City" or "the City", a Georgia municipal corporation, and _____, hereinafter referred to as "Contractor."

WITNESSETH

Whereas, the City is requesting sealed bids for Boat Ramp Beautification Project, per plans dated 3/07/26 and signed 03/27/2026.

Whereas, the City issued Solicitations for this Project during _____ of 2026; and

Whereas, the City evaluated the responses received and found that the lowest responsive and responsible bidder, the Contractor identified in this Agreement, is qualified, willing and able to provide the products and services in accordance with the terms of the Solicitation at the best pricing.

NOW, THEREFORE, in consideration of the mutual benefits accruing to each party, the parties hereby agree as follows:

A. Summary of Work and Payment

1. The scope of work for this project shall consist of forming and pouring sidewalks, installation of table, bench and trash can pads in accordance with described plans. The winning bidder shall build a wall with the Versa-Lok Retaining Wall Systems or an equivalent that shall be approved by the City of Dahlonega Public Works personnel. This also includes Rubberific Timber, Willy Goat border and the Agtec Geocell Stabilization Grid, and Versa Lok Cap.
2. Grading shall consist of walking trail excavation, back filling walls, all structures, shaping lot and removal and demolition of existing items directed by city personnel such as existing concrete pads and other items as detailed in the plan documents.
3. All temporary erosion control items shall be the responsibility of the contractor to install, maintain and remove at the completion of the project. The contractor shall place permanent fescue sod in areas as directed by city staff. Final location and amount of sod may vary from plans.
4. All work shall be in accordance with the Standard Specifications, Construction of Transportation Systems, 2021 and the Supplemental Specifications Modifying the 2021 Standard Specifications, Construction of Transportation Systems, 2024 Edition as required.
5. Failure or Delay in Completing Work on Time.

Liquidated Damages on this project shall be \$250.00 per day if not completed by the completion date.

6. City of Dahlonega personnel will supervise construction of this project.
7. All work shall be completed no later than seventy-five calendar days from the day the contract is fully executed.
8. All work shall be done under direction of City Staff in accordance with the this Agreement, the plan documents, and pursuant to the standards and requirements as set forth in the Regional Conditions for the 2026 Nationwide Permits in the Savannah District as applied to and further in accord with Nationwide Permit 13 (NWP 13) for proposed bank stabilization activities. Based upon required full compliance, no pre-construction notice will be provided to the USACE District Engineer. Further required are such provisions in the regulatory compilation entitled Georgia Department of Transportation 2021 Standard Specifications of Construction Systems as may be modified or supplemented together with applicable requirements set forth in directives of the Georgia Soil Water and Conservation Commission.
9. 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 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.
10. The Contractor hereby agrees to replace any personnel or other party working on site under the direction of the Contractor, at no cost or penalty to the City, if the City reasonably determines that the performance is unsatisfactory.
11. Contractor shall be paid for work performed under this Agreement on unit price basis as follows in the Pricing Schedule below:

LINE NUMBER	ITEM DESCRIPTION	UNIT	UNIT PRICE (DOLLARS/CENTS)
0005	163-0529 Construct and Remove Temporary Sediment Barrier or Baled Straw Check Dams	200 LF	
0010	165-0030 Maintenance of Temporary Silt Fence, Type S	150 FT	
0015	171-0030 Temporary Silt Fence, Type S	950 FT	

0020	210-0100 Grading Complete	1 LS	
0025	310-1101 Graded Aggregate Base Course, Incl Material (GAB)	130 TN	
0030	4410-0104 Concrete Sidewalk, 4 IN	250 SY	
0040	500-3200 Class B Concrete, 6 IN	140 SY	
0045	603-7000 Plastic Filter Fabric	1650 SF	
0050	700-9300 Sod Fescue	13,000 SF	
0055	Versa-Lok Retaining Wall Systems	750 SF	
0060	Versa- Lok Cap	275 FT	
0065	Rubberific Timber Willy Goat, 8 IN	275 LF	
0070	Agtec Soil Stabilization Grid, 4 IN	1650 SF	
0075	Slate Chips	45 TN	

B. Liability

1. Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and properties of all description used in connection with performance under this Agreement.
2. 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 performed, and for all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Agreement, or in connection in any way whatsoever with the work performed.
3. Contractor shall be liable for any damage (such as broken curbs, crushed sidewalks, broken water meters, etc.) caused as a result of its work under this Agreement. Contractor shall restore and/or repair, at Contractor's cost, any and all collateral damage, including, but not limited to, damage to infrastructure, back to its pre-existing condition if the damage was caused by Contractor's activities.

C. Insurance

The Contractor shall, during the continuance of all work under this Agreement, provide and maintain all insurance policies required by the City of Dahlonega.

D. Assignments of Rights

It is agreed that the Contractor will not assign, transfer, convey, or otherwise dispose of this Agreement or its right, title, or interest in or to the same, or any part thereof, without written consent of the City.

E. Indemnity

To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold the City harmless from and against any and all claims, damages, losses, and expenses, including all fees and expenses of attorneys and courts, 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

F. Severability

It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held illegal or in conflict with any law of the State of Georgia, 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 Agreement did not contain the particular part, term, or provisions held to be invalid.

G. Dispute Resolution; Choice of Law;

The City and the Contractor agree to attempt to resolve disputes regarding this Agreement through negotiation or mediation prior to filing any cause of action. The venue for any litigation arising from this Agreement shall be Lumpkin County, Georgia, and this Agreement shall be interpreted under the laws of the State of Georgia. The term Agreement as used herein shall include this agreement and any Purchase Orders issued pursuant hereto and the terms expressed herein shall be equally applicable to all Purchase Orders.

H. Cancellation

1. The City reserves the right to terminate the Agreement immediately in the event that the Contractor discontinues or abandons operations, becomes insolvent, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.

2. Failure of the Contractor to comply with any material terms of this Agreement will be considered grounds for immediate termination of the Agreement by the City without penalty to City of Dahlonaga. The City of Dahlonaga shall pay for work completed and accepted up to the point of termination.

3. Notwithstanding anything to the contrary obtained herein, the City may, without prejudice to any other rights it may have, terminate the Agreement for convenience and without cause, by giving thirty (30) days' written notice to the Contractor.

4. If the Agreement is terminated by the City, the Contractor will be paid by the City for all scheduled work completed and accepted up to the termination date set forth in the written termination notice.

I. Safe Working Environment and Drug Free Workplace; Standard Contractor Package Requirements

1. Contractor shall provide a safe working environment. 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 and will be complied with in full. The Contractor further certifies that a drug-free workplace will be provided for the Contractor's employees during performance of the Agreement; and the same with regard to any parties acting by or on behalf of the Contractor and engaged in the performance of this Agreement and any Purchase Orders entered incident thereto.
2. The Contractor further certifies that its personnel will not engage in the lawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.
3. Contractor shall also complete and provide to the City the Standard Vendor Package provided to all those doing business with the City prior to commencing work.

J. E-Verify Requirement

Contractor certifies that it is and will continue to be in compliance with all applicable Federal and State laws, rules, regulations and orders regarding Verification of Employee Immigration status to include O.C.G.A. § 13-10-91 and agrees to provide all documentation reflecting its compliance.

K. Amendments or Modifications

All Agreement amendments or modifications must be in writing and signed by all parties.

L. Notices

1. Any notice, order, instruction, claim, or other written communication required or permitted under this Agreement shall be deemed to have been delivered or received upon personal delivery to the Contractor or his authorized representative, which delivery may be accomplished by in person hand delivery, via bona fide overnight express service or telephonic facsimile transmission; or
2. Three (3) days after depositing in the United States mail a letter which is either certified or registered, with return receipt requested, addressed to the Contractor at the following address:

and to City of Dahlonega at the following address:

City of Dahlonega
Attention: Allison Martin, City Manager
465 Riley Road
Dahlonega, GA 30533

M. Counterparts; Electronic Signatures

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same agreement, and it shall not be necessary in making proof of this Agreement or the terms of the Agreement to produce or account for more than one of such counterparts.

This Agreement is made and entered into this _____ day of _____, 2026.

City of Dahlonega:

Contractor Name:

By: Sam Norton, Mayor

By:

Title