



**05/29/2025**

**TO: All Potential Proposers**

**SUBJECT: First Tee Golf Course Design**

**RFP #25-073**

**Proposal Due Date & Time: June 06, 2025 @ 5:00 p.m.**

**ADDENDUM NO. 3**

The items contained in this addendum are added to and/or deleted from and become part of the specifications and proposal documents for the above-referenced Request for Proposal. Bidders **must acknowledge receipt** of the Addendum by marking the date received on their cover sheet and placing a signed copy of the Addendum in their proposal.

**QUESTIONS AND ANSWERS**

1. Can you provide a detailed breakdown of the ARPD standards for youth-friendly golf courses to ensure our design aligns with these requirements? ***Answer: We are requesting the State of Georgia ADA minimum standard in relation to a youth golf program be used. No additional standards or requirements are in place.***
2. What specific safety concerns or incidents at the current First Tee Golf Course should we prioritize in the redesign? ***Answer: The safety concerns mainly stem from the proximity of active city streets. The requested driving range will need fencing due to the proximity of traffic.***
3. Can you confirm that the selected firm's role is limited to design, construction management, and oversight, with no responsibility for physical construction? ***Answer: The City will bid out the construction of the course. The firm selected for design will be responsible for the design of the course with input from the City, producing bid documents (scope of work, bid form, construction cost estimate), consulting during the bid process including verifying bids and recommending contractors, and approving pay requests. This is not an exhaustive list, however, guidance on what services we are asking for.***
4. How can we schedule a site visit to the First Tee Golf Course at 110 W Mercer Avenue, and who should we contact to arrange this? ***Answer: Contact Ricky Gladney at [rgladney@albanyga.gov](mailto:rgladney@albanyga.gov).***
5. Given the site's location in the AE Floodway and AE Flood Zone, are there specific flood mitigation requirements we must incorporate into the design? ***Answer: The location being in the AE Floodway requires all flood mitigation practices and flood ordinance requirements must be met. The City floodplain ordinances are linked here:***

**FINANCE**

<https://www.dropbox.com/scl/fo/sv6z3njv11fngtx1qzmpy/AEKA6c2C2KPryGo-Lfo7R6M?rlkey=rz22v6i9e1usylyc2m81uzlv&st=j36l9sdt&dl=0>

*If the project involves more than 5,000 square feet of new or redeveloped impervious area, a Land Disturbance Permit application will need to be submitted to Engineering (along with the \$100 fee). If the project includes more than 1 acre of land disturbance, a Notice of Intent (NOI) must be filed with the State and a copy sent to Engineering. The fee is \$40/disturbed acre to the State and \$40/disturbed acre to Engineering. A site plan must be submitted to Engineering along with the \$100 fee.*

6. Is the archival topographic survey provided in Addendum 2 sufficient for preliminary design, or should we budget for a new survey? **Answer: The topographical survey supplied is out of date, however the City is not requiring an additional survey to be performed. The contractor must determine if a new survey is necessary to complete the design process.**
7. Who are the key stakeholders we should engage during the community engagement process, and what methods (e.g., public meetings, surveys) are preferred? **Answer: Contractor should prepare a fee for community engagement that allows for two public meetings as well as meeting with City staff for details on the design of the course.**
8. Is there a target budget or funding limit for the project that we should consider when preparing our cost estimates? **Answer: Budget numbers are confidential while the RFP is in progress.**
9. What specific permits are required for the project, and is the City of Albany responsible for obtaining any of these? **Answer: The proposer shall secure all permits, license certificates, inspections (permanent and temporary) and occupational tax certificate, if applicable, before any work can commence. Proposer as well as any and all known subcontractors must possess or will be required to obtain a City of Albany Occupational Tax Certificate or Registration. At this time land disturbing permits and building plans have been identified as being necessary. Refer to the linked ordinances above.**
10. Can you clarify if the 3-month design timeline includes permitting and community engagement, or is it strictly for design deliverables? **Answer: The 3-month timeline does not include permitting and community engagement. Contractor will be issued a Notice of Award if selected. At that time, the contractor will engage in the investigation of required permits. Once all permitting issues have been identified and a timeline has been established, a start and completion date will be mutually agreed upon in the Notice to Proceed.**
11. For Option B (Expanded Youth Practice Facility), are there specific dimensions or layouts preferred for the practice putting greens, short game area, or driving range stations? **Answer: In addendum 1 the size of Option B was estimated to be 30,000 square feet. The exact layout (within the site) will be determined in the design process.**
12. Are there existing utilities (e.g., water, electricity) at the site that we can tie into for the irrigation system, or should we plan for new infrastructure? **Answer: Proposer should not include a plan for any new infrastructure. All necessary utilities are in place. A new irrigation system is to be designed and will connect to existing infrastructure.**

### End of Addendum 3

*Ricky Gladney*  
Ricky Gladney, Buyer

Cc: Steven Belk, Director of Recreation and Parks  
Lasheka Fortson, Administration Manager, Recreation and Parks  
Angela Calhoun, Assistant to the City Manager

## FINANCE



**05/21/2025**

**TO: All Potential Proposers**

**SUBJECT: First Tee Golf Course Design**

**RFP #25-073**

**Proposal Due Date & Time: June 06, 2025 @ 5:00 p.m.**

**ADDENDUM NO. 2**

The items contained in this addendum are added to and/or deleted from and become part of the specifications and proposal documents for the above-referenced Request for Proposal. Bidders **must acknowledge receipt** of the Addendum by marking the date received on their cover sheet and placing a signed copy of the Addendum in their proposal.

**QUESTIONS AND ANSWERS**

1. Is there a topographic survey available for the site, or is the selected proposer responsible for preparing a survey/topo map? *Answer: An archival topographic survey is attached and is for informational purposes only. The selected proposer will be responsible for producing a current version of a topographical survey if they deem it necessary for designing the new golf course.*
2. Assuming that a clubhouse and maintenance facility are built, will this be under a separate contract and not part of this proposal? *Answer: Correct, the clubhouse and maintenance facility are outside of the scope of this project.*
3. Do you know if this site has ever had issues with flooding from the Flint River? *Answer: In 2003, EMC Engineering identified the First Tee property as being located within both the "AE Floodway" and the "AE Flood Zone".*

**End of Addendum 2**

*Ricky Gladney*  
Ricky Gladney, Buyer

Cc: Steven Belk, Director of Recreation and Parks  
Lasheka Fortson, Administration Manager, Recreation and Parks  
Angela Calhoun, Assistant to the City Manager

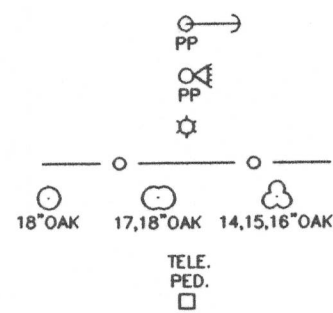
**FINANCE**



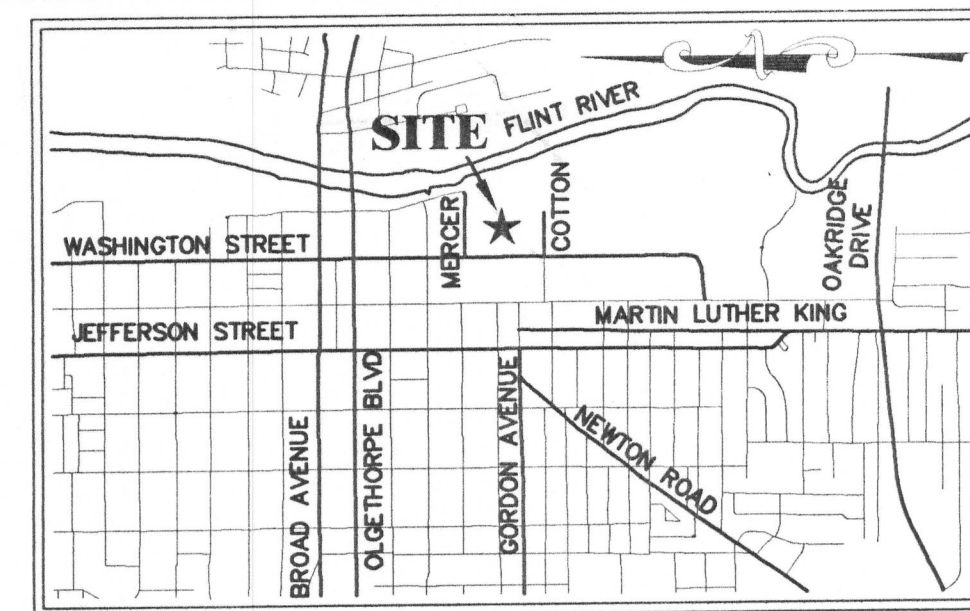
SOILS INFORMATION					
SOIL NAME	MAPPING UNIT	DEPTH FROM SURFACE (in.)	DOMINANT USDA TEXTURE	PERMEABILITY (in./hr.)	EROSION FACTOR (K)
EuB	EqB	0-7	LOAMY SAND	>6.3	.10
		7-66	LOAMY SAND	2.0-6.3	.10
Dunbar	Dib	0-4	SANDY LOAM	0.2-0.63	.32
		4-32	SANDY LOAM	0.2-0.63	.32
		32-62	SILT CLAY LOAM	<0.63	.32
		62-80	SILT CLAY	<0.63	.32

INFORMATION TAKEN FROM THE SOIL SURVEY OF DOUGHERTY COUNTY, GEORGIA PROVIDED BY THE U.S. DEPT. OF AGRICULTURE SOIL CONSERVATION SERVICE ISSUED JANUARY 1968.

LEGEND	
CONTOUR LINE	173
SPOT ELEVATION	x 174.50
COMBINATION SEWER & MANHOLE	8"CS
STORM SEWER, GRATE INLET & MANHOLE	15"SD
CURB & GUTTER AND INLET	10"W
WATER LINE, VALVE, METER & HYDRANT	4"G
GAS LINE, VALVE & METER	P
AERIAL ELECTRIC LINE	UP
UNDERGROUND ELEC. LINE	T
AERIAL TELEPHONE LINE	CTV
POWER POLE W/GUY WIRE	
POWER POLE W/ SECURITY LIGHT	
METAL LIGHT POLE	
CHAIN LINK FENCE	
TREE, TYPE AND SIZE	
TELEPHONE PEDESTAL	

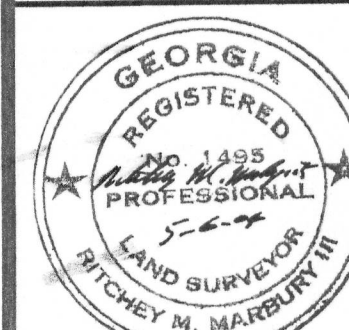
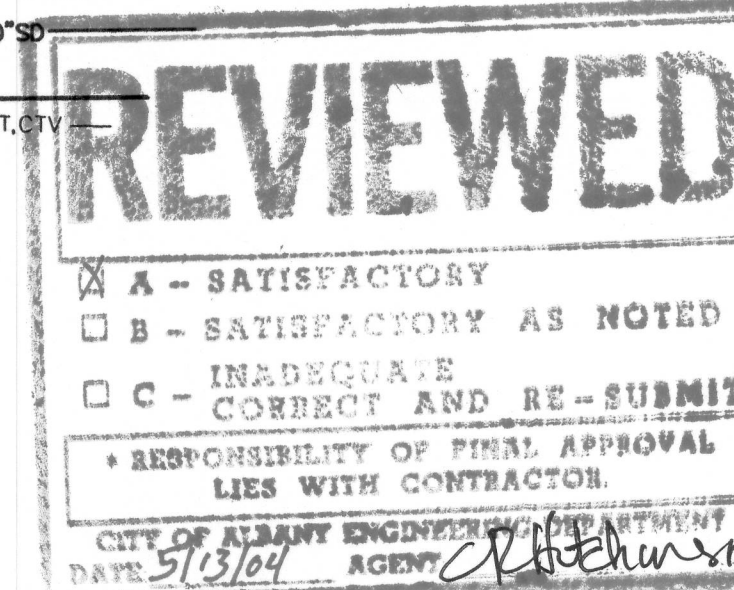


NOTE:  
APPROVAL BY CITY OF ALBANY DOES NOT  
CONSTITUTE APPROVAL BY ANY OTHER  
REGULATORY AGENCIES OR PRIVATE PARTY.



APPROVAL IS FOR GENERAL LAYOUT AND CONCEPT  
ONLY AND IS BASED ON COMPETENCY OF THE  
PROFESSIONAL PREPARING PROJECT DOCUMENTS.

STAKE SETTING MUST BE COMPLETED 3 DAY WRITTEN NOTICE  
PRIOR TO CONSTRUCTION START TO CITY ENGINEERING  
INSPECTION SUPERVISOR. FAX 229-431-2775



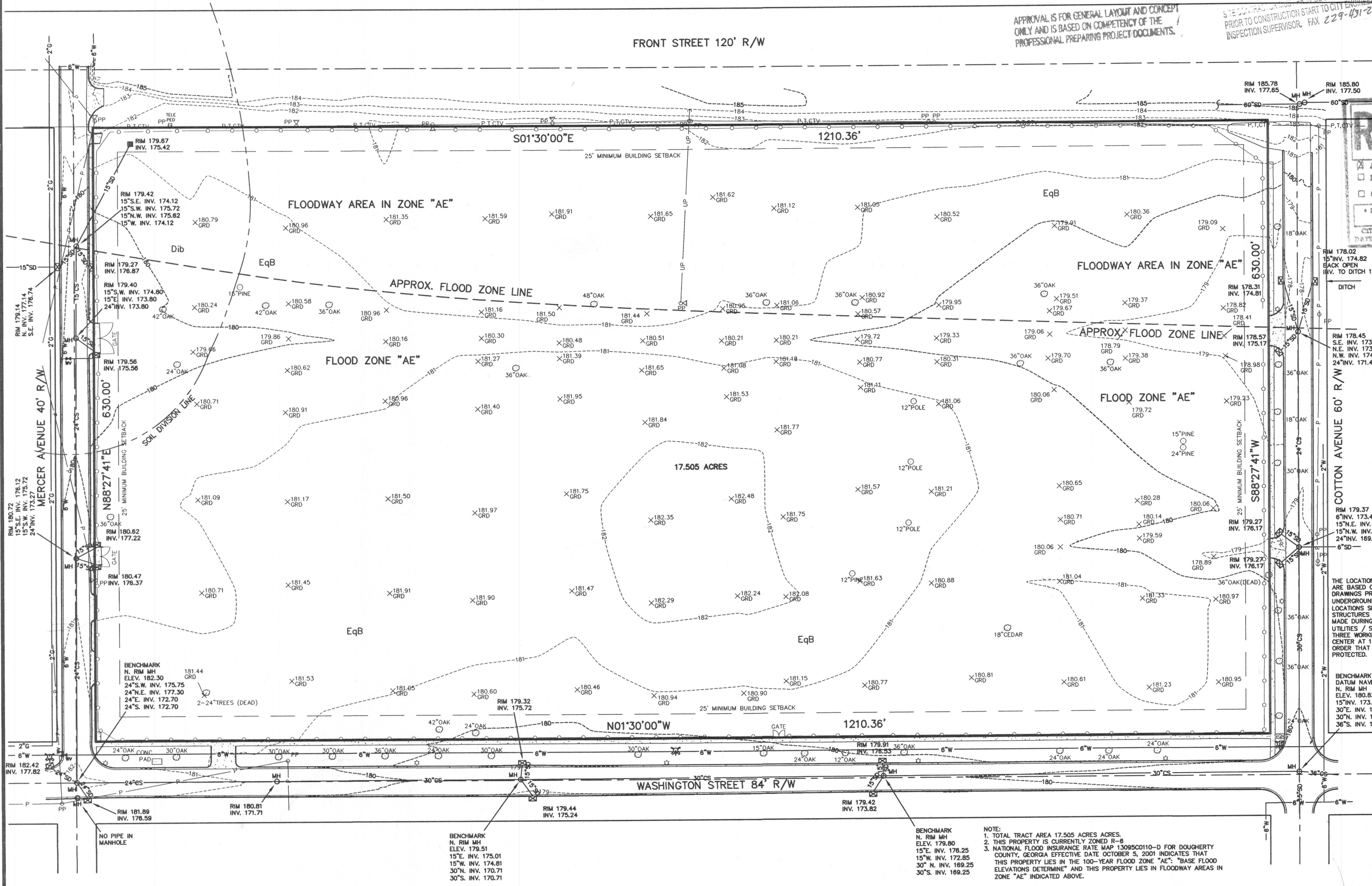
**MARBURY ENGINEERING CO.**  
A DIVISION OF EMC ENGINEERING SERVICES, INC.  
ENVIRONMENTAL • MARINE • CIVIL • SURVEYING  
CORPORATE OFFICE  
2334 LANE PARK DRIVE  
ALBANY, GEORGIA 31707  
(912) 332-6533  
www.emc-marbury.com

**TOPOGRAPHIC SURVEY**  
**THE FIRST TEE OF ALBANY CLUBHOUSE**  
PART LAND LOT 323, 1st LAND DISTRICT  
ALBANY, DOUGHERTY COUNTY, GEORGIA

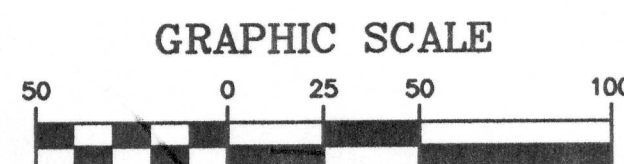
THIS SURVEY WAS MADE USING A TOPCON 312  
TOTAL STATION TO OBTAIN LINEAR AND  
ANGULAR MEASUREMENTS.  
THE FIELD DATA UPON WHICH THIS MAP OR  
PLAT IS BASED HAS A CLOSURE PRECISION OF  
ONE FOOT IN 107,528 FEET AND AN ANGULAR  
ERROR OF 0 DEGREES 00 MINUTES AND 02  
SECONDS PER ANGLE POINT, AND WAS  
ADJUSTED USING COMPASS RULE.  
THIS MAP OR PLAT HAS BEEN CALCULATED  
FOR CLOSURE AND IS FOUND TO BE ACCURATE  
WITHIN ONE FOOT IN 3,660,720 FEET.  
THERE IS NO KNOWN NATIONAL GEODETIC  
SURVEY MONUMENT WITHIN 500 FEET OF ANY  
POINT ON THE PROPERTY PLATTED, OR ANY  
POINT OF REFERENCE THEREON.  
IN MY OPINION THIS PLAT IS A CORRECT  
REPRESENTATION OF THE LAND PLATTED AND  
HAS BEEN PREPARED IN CONFORMITY WITH THE  
MINIMUM STANDARDS AND REQUIREMENTS OF  
LAW.  
RITCHIE M. MARBURY, III  
GA. REG. LAND SURVEYOR NO. 1495

PROJECT NO.: 16233TP  
DRAWN BY: SKH  
DESIGNED BY: ELW  
CHECKED BY: ELW  
SCALE: 1"=50'  
DATE: 11/25/2003

SHEET  
**1**  
OF 4



NOTE:  
THIS SITE IS THE LOCATION OF A FORMER  
HOUSING PROJECT. WHEN THE HOUSING  
PROJECT WAS DEMOLISHED, UNDERGROUND  
UTILITIES SERVING THE HOUSES WERE EITHER  
REMOVED OR ABANDONED. THESE UTILITIES  
ARE THEREFORE NOT SHOWN HEREON.



5-0807-0413-0037-01-01/04





**05/14/2025**

**TO: All Potential Proposers**

**SUBJECT: First Tee Golf Course Design**

**RFP #25-073**

**Proposal Due Date & Time: June 06, 2025 @ 5:00 p.m.**

**ADDENDUM NO. 1**

The items contained in this addendum are added to and/or deleted from and become part of the specifications and proposal documents for the above-referenced Request for Proposal. Bidders **must acknowledge receipt** of the Addendum by marking the date received on their cover sheet and placing a signed copy of the Addendum in their proposal.

**QUESTIONS AND ANSWERS**

1. Can you clarify the request for pricing and add details in relation to option B? *Answer: See attached proposal fee schedule.*
2. Can you add pictures of the location? *Answer: See attached photo.*

**End of Addendum 1**

*Ricky Gladney*  
Ricky Gladney, Buyer

Cc: Steven Belk, Director of Recreation and Parks  
Lasheka Fortson, Administration Manager, Recreation and Parks  
Angela Calhoun, Assistant to the City Manager

**FINANCE**

**FEE PROPOSAL FORM**  
**First Tee Golf Course Design**  
**RFP #25-073**

**1. Topographic Survey, Design, Permitting and Community Engagement:**

1. Schematic Design/Owner's Approval
2. Design Development (ADA compliant golf course)
3. Construction Documents (include irrigation system and drainage)
4. Construction Cost Estimate
5. Community Engagement
6. Permitting

**Fee Amount:** \_\_\_\_\_

**2. Construction Administration (anticipated construction duration of 8 months):**

1. Bidding Support
2. Construction Contract Administration (bi-weekly meetings with construction progress inspection, RFIs, submittals, pay applications)
3. Project Closeout

**Fee Amount:** \_\_\_\_\_

**Option A: Artificial Turf Greens – Designing of artificial putting greens for reduced maintenance**

**Fee Amount:** \_\_\_\_\_

**Option B: Expand Youth Practice Facility**

Approximate Size: 30,000 square feet, approximately 0.69 acres.

Proposed Facility Elements:

For proposal and pricing purposes, the City requests that the following components be included in Option B:

- Two (2) youth-scaled practice putting greens
- One (1) designated short game practice area (e.g., chipping/bunker area)
- Three (3) youth-sized driving range stations with appropriate safety considerations
- Supporting improvements such as basic pathways, instructional signage, and minor site furnishings as needed for functionality and accessibility

**Fee Amount:** \_\_\_\_\_

**Total:** \_\_\_\_\_

**Total with Option A:** \_\_\_\_\_

**Total with Option B:** \_\_\_\_\_

**Total with Option A and B:** \_\_\_\_\_

**FINANCE**

Albany Civic Center



S Jackson St

Ashley Riverside



W Whitney Ave



Mercer Ave

S Jackson St

akview Cemetery



S Washington St

S Washington St

S Front St

S Front St

Cotton Ave

S Jackson St

Walker Tabernacle  
Church of God in Christ





**May 05, 2025**

**REQUEST FOR PROPOSAL  
FIRST TEE  
GOLF COURSE DESIGN  
RFP #25-073**

The City of Albany, Procurement Division, 222 Pine Avenue, Suite 260, Albany, GA, 31701 will receive sealed proposals from qualified individuals/firms, until **5:00 pm, on June 06, 2025**, to provide professional design and construction management services for the redevelopment of the First Tee Golf Course, located at 110 W Mercer Avenue. This project includes, but is not limited to, site planning, design services, preparation of bid documents, cost estimating, and full project management oversight. Proposers will be responsible for providing all drawings, specifications, and documents necessary to complete the outlined improvements, along with any additional services required to manage the project through design, bidding, and construction.

The City of Albany strongly encourages Small Business firms to participate in this RFP. All Corporations should provide corporate seal, a copy of the Secretary of State's Certificate of Incorporation, and a listing of the principals of the corporation with their response.

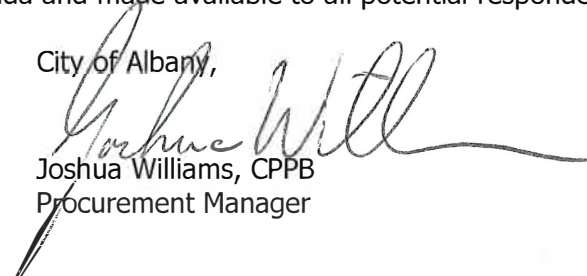
A Pre-Proposal Conference will be held on **May 13, 2025, at 10:00 AM** through Zoom:  
<https://us06web.zoom.us/j/83778529644?pwd=e0fYwbEXMW9yIEnULhKXFMSgd3uJvf.1>  
Meeting ID: **837 7852 9644** Passcode: **737924**

Any interested and qualified firm and/or party is requested to make a response to accomplish the Scope of Services described herein. The response is to be signed by a duly authorized official of the firm and must be submitted in the time, manner and form prescribed. No reimbursement will be made by the City of Albany for any costs incurred prior to a formal notice to proceed should an award of contract result from this solicitation.

The City of Albany reserves the right to reject any and all responses and to waive technicalities as deemed to be in the best interest of the City. The City of Albany reserves the right to request additional information from a respondent(s) as deemed necessary to analyze responses.

For additional information, contact Ricky Gladney, Buyer at (229) 302-1455 or email [rgladney@albanyga.gov](mailto:rgladney@albanyga.gov) cc: [jswilliams@albanyga.gov](mailto:jswilliams@albanyga.gov), [kross@albanyga.gov](mailto:kross@albanyga.gov). The deadline for questions is **5:00 p.m., May 23, 2025**. Replies of substance will be in the form of written addenda and made available to all potential respondents.

City of Albany,

  
Joshua Williams, CPPB  
Procurement Manager

**FINANCE**



**CITY OF ALBANY  
FINANCE DEPARTMENT  
PROCUREMENT DIVISION  
ALBANY, GEORGIA  
INSTRUCTIONS TO PROPOSERS**

These instructions will bind proposers to terms and conditions herein set forth,

1. The following criteria are used in determining which proposal is in the best interests of the City.
  - (a) The ability, capacity and skill of proposer to perform required service.
  - (b) Whether proposer can perform service promptly or within specified time.
  - (c) The character, integrity, reputation, judgment, experience and efficiency of proposer.
  - (d) The performance of previous contracts.
  - (e) The suitability of equipment or material for City/County use.
  - (f) The ability of proposer to provide future maintenance and parts service.
2. Payment terms are Net 30 unless otherwise specified. Favorable term discounts may be offered and will be considered in determining best proposer if they are deemed advantageous to the City.
3. All requested information should be included in submittal package. All desired information must be **signed** and included in your proposal to receive full consideration. **Failure to submit any required form will be cause for proposal to be rejected as non-responsive.**
4. All questions, inquiries and requests for clarification shall be directed to Procurement.
5. For multi-year contracts the following clauses pursuant to OCGA 36-60-13 apply: (1) The Contract shall terminate absolutely and without further obligation on the part of the City or County at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed; (2) The Contract may provide for automatic renewal unless positive action is taken by the City or County to terminate such Contract, and the nature of such action shall be determined by the City or County and specified in the Contract; (3) The Contract shall state the total obligation of the City or County for the calendar year of execution and shall further state the total obligation which will be incurred in each calendar year renewal term, if renewed; and (4) The Contract shall provide that title to any supplies, materials, equipment, or other personal property shall remain in the Vendor until fully paid for by the City or County.
6. Quote all prices F.O.B. Albany or our warehouse or as specified in proposal documents.
7. Each proposal shall be clearly marked on the outside of the package as a Sealed Proposal.
8. Proposal must be received and stamped by the Procurement Office before time stipulated in proposal documents. No responsibility will attach to any City representative or employee for premature opening of proposal not properly addressed or identified.
9. Proposals received late will not be accepted, and the City will not be responsible for late mail delivery.
10. Should a proposal be misplaced by the City and found later it will be considered.
11. Proposals requiring bid security **will not** be read or considered if security is not enclosed. Security may be in the form of cash, certified check, cashier's check or Surety Bond issued by a Surety Company licensed to conduct business in Georgia.
12. All proposers must be recognized and authorized dealers in the materials or equipment specified and be qualified to advise in their application or use. A proposer at any time requested must satisfy the Procurement Office and City Commission that he has the requisite organization, capital, plant, stock, ability and experience to satisfactorily execute the Contract in accordance with the provisions of the Contract in which he is interested.
13. Any alterations, erasures, additions or omissions of required information or any changes of specifications, or cost schedule are done at the risk of the proposer.
14. When requested, SAMPLES will be furnished free of expense, properly marked for identification and accompanied by list where there is more than one sample. The City reserves the right to mutilate or destroy any samples submitted whenever it may be in the best interests of the City to do so for the purpose of testing.
15. City will reject any material, supplies or equipment that do not meet the specifications, even though proposal lists the trade name or names of such materials on the price quotation form.
16. The unauthorized use of patented articles is done entirely at the risk of the successful proposer.
17. The ESTIMATED QUANTITY given in the specifications or advertisement is for the purpose of seeking a proposal. The City may purchase more or less than the estimated quantity, and the Vendor must not assume that such estimated quantity is part of the Contract.
18. Only the latest model equipment as evidenced by the manufacturer's current published literature will be considered. Obsolete models of equipment not in production will not be acceptable. Equipment shall be composed of new parts and materials. Any unit containing used parts or having seen any service other than the necessary tests will be rejected. In addition to the equipment specifically called for in the specifications, all equipment catalogued by the manufacturer as standard or required by the State of Georgia shall be furnished

- with the equipment. Where required by the State of Georgia Motor Vehicle Code, vehicles shall be inspected and bear the latest inspection sticker of the Georgia Department of Revenue.
19. The successful proposer on motor vehicle equipment shall be required to furnish with delivery of vehicle, Certificate of Origin and Georgia vendors shall provide Georgia Motor Vehicle form MV1.
  20. Proposers are responsible for examining the location of the proposed work or delivery and determining, in their own way, the difficulties which are likely to be encountered in the prosecution of the same.
  21. All materials, equipment and supplies shall be subject to rigid inspection, under the immediate supervision of the Procurement Officer and/or the Department to which they are delivered. If defective material, equipment or supplies are discovered, the contractor, upon being instructed by the Procurement Officer, shall remove, or make good such material, equipment or supplies without extra compensation. It is expressly understood and agreed that the inspection of materials by the City will in no way lessen the responsibility of the contractor or release him from his obligation to perform and deliver to the City sound and satisfactory materials, equipment or supplies. The proposer agrees to pay the cost of all tests on defective material, equipment or supplies or allow the cost to be deducted from any monies due him by the City or County.
  22. Unless otherwise specified by the procurement officer all materials, supplies or equipment quoted herein must be delivered within thirty (30) days from date of notification or exception noted on price quotation sheet.
  23. A contract **will not** be awarded to any corporation, firm or individual who is, from any cause, in arrears to the City/County or who has failed in any former contract with the City/County to perform work satisfactorily, either as to the character of the work, the fulfillment of the guarantee, or the time consumed in completing the work.
  24. Reasonable grounds for supposing that any proposer is interested in more than one proposal for the same item will be considered sufficient cause for rejection of all proposals in which he/she is interested.
  25. Unless otherwise specified the City reserves the right to award each item separately or on a lump sum basis, whichever is in the best interest of the City/County.
  26. The City reserves the right to waive any minor discrepancies, reject any or all proposals, and to purchase any part, all or none of the services, materials, supplies or equipment specified.
  27. Failure of the proposer to sign the offer or have the signature of any authorized representative or agent on the proposal **will** be cause for rejection of the proposal. Signature must be written in ink.
  28. Any proposer may withdraw his proposal at any time before the time set for opening of proposals. No proposal may be withdrawn without cause in the 60-day period after proposals are opened.
  29. It is mutually understood and agreed that if any time the Procurement Officer shall be of the opinion that the Contract or any part thereof is unnecessarily delayed or that the rate of progress or delivery is unsatisfactory, or that the proposer is willfully violating any of the conditions or covenants of the agreement, or is executing the same in bad faith, the Procurement Officer shall have the power to notify the aforesaid proposer of the nature of the complaint. Notification shall constitute delivery of notice, or letter, to address given in proposal. If after three working days of notification the conditions are not corrected to the satisfaction of the Procurement Officer, he shall thereupon have the power to take whatever action he may deem necessary to complete the work or delivery herein described, or any part thereof, and the expense thereof, so charged, shall be deducted from any paid by the City out of such monies as may become due to the said proposer, under and by virtue of this agreement. In case such expense shall exceed the last said sum, then and in that event, the bondsman or the proposer, his executors, administrators, successors, or assigns, shall pay the amount of such excess to the City on notice by the Procurement Officer of the excess due.
  30. If the proposer proposes to furnish any item of a foreign make or product, he should write "Foreign" together with the name of the originating country opposite such item on proposal.
  31. Any complaint from proposer relative to the Request for Proposals or any attached specifications should be made prior to the time of opening of proposals, otherwise such complaint cannot be properly considered.
  32. Contracts may be cancelled by the City/County with or without cause with 30-day written notice.
  33. **All Corporations should provide the corporate seal, a copy of the Secretary of State's Certificate of Incorporation, and a listing of the principals of the corporation with the bid/proposal.**
  34. **All bidders/proposers should provide their tax identification number with the bid/proposal.**
  35. **The Board of Commissioners passed a local preference ordinance on January 27, 2015. Where applicable, this ordinance will govern. Local preference will not be a basis of award for projects that are federally funded.**
  36. The proposer shall secure all permits, license certificates, inspections (permanent and temporary) and occupational tax certificate, if applicable, before any work can commence. Proposer as well as any and all known subcontractors must possess or will be required to obtain a City of Albany Occupational Tax Certificate or Registration.
  37. **Prior to submitting proposal, check website at [www.albanyga.gov](http://www.albanyga.gov) or call the Procurement Office at 229-431-3211 for any subsequent addendums.**



**SPECIAL INSTRUCTIONS  
FIRST TEE  
GOLF COURSE DESIGN  
RFP #25-073**

1. **BACKGROUND:** The City of Albany is seeking proposals from qualified golf course designers to redevelop the First Tee 9-Hole Golf Course, approximately 17 acres, located at 110 W Mercer Avenue, into a suitable playing surface for kids and youth golfers. The project aims to enhance the course's playability, safety, and sustainability to ensure alignment with youth golf development programs. The selected contractor will be responsible for design, construction project management, preparation of bid documents, providing a budget and construction estimate, consulting services pertaining to the selection of a construction contractor, and safety enhancements to create a beginner-friendly, well-maintained, and durable playing environment.
2. **SCOPE OF SERVICES:** The successful respondent is expected to provide lump sum price for estimated planning and design services including stakeholder/community engagement, drawings and specifications, and construction cost estimates and management.

**Objectives**

- a. Design a youth-friendly golf course that aligns with ARPD standards and programming.
- b. Ensure safe, sustainable, and durable playing surfaces.
- c. Implement efficient irrigation and drainage solutions.
- d. Modify greens, tees, and fairways to accommodate junior golfers.
- e. Incorporate best practices for low-maintenance turf and landscaping.

**Course Reconfiguration & Playing Surface Improvements**

- a. Modify fairways, greens, and tee boxes to accommodate junior golfers.
- b. Improve the layout, slope adjustments, and safety zones for beginner-friendly play.
- c. Install low-maintenance and durable turf, such as Certified Tift Eagle 419 sprigs or artificial turf.
- d. Design designated practice areas for putting, chipping, and driving.

**Irrigation & Drainage Enhancements**

- a. Design an upgraded irrigation system with efficient water distribution.
- b. Design a drainage system to prevent water accumulation and ensure playability.

**Greens & Bunker Development**

- a. Redesign greens with appropriate materials for durability.
- b. Redesign sand traps in selected areas with proper drainage and liner materials.
- c. Use USGA-recommended greens mix for improved putting surfaces.

**Additional Enhancements**

- a. Design safety barriers or fencing where necessary.
- b. Layout signage and wayfinding elements for junior golfers.
- c. Design the course to be ADA-compliant for accessibility.

**Project Management and Bid Documents**

- a. Contractor is to act as the owner's representative during the construction phase, providing construction management.
- b. Contractor is to provide a complete set of stamped construction drawings.
- c. Contractor is to provide a construction estimate.
- d. Contractor is to provide a complete written scope of work.
- e. Contractor is to provide community engagement.
- f. Contractor is to provide bid documents and consulting services for the construction bid.

### **Optional Work (Add Alternates)**

- a. Option A: Artificial Turf Greens – Installation of artificial putting greens for reduced maintenance.
- b. Option B: Expanded Youth Practice Facility – Create additional training areas for skill development.

### **Estimated Time Commitment**

The contractor shall submit a proposed timeline for project completion. The expected duration is 3 months from the issuance of the Notice to Proceed.

3. The City of Albany strongly encourages Disadvantaged Business Enterprises to participate in this RFP and further urges that all design teams reflect the inclusion of women and minorities.
4. **WITHDRAWAL:** The respondent may withdraw their submitted response by providing a written request to the Procurement Division before the stipulated closing date and time. Withdrawal of your response will not cause prejudice or interfere with the right of the respondent to submit a new response, provided the latter is received by the predetermined date and time provided herein. No submittal may be withdrawn for a period of **sixty (60)** days following the closing date.
5. **TIME EXTENSION:** The City of Albany, for good and sufficient reason, may extend the response deadline, in which case all potential respondents will receive an addendum setting forth the new date and time.
6. **GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT:** The successful respondent will provide certification that they are in compliance with the Georgia Security and Immigration Compliance Act, certifying that the provisions of GA Law, O.C.G.A 13-10-91, Chapter 300-10-1, per the Georgia Department of Labor, if applicable, have been complied with in full. Pursuant to O.C.G.A 13-10-90(2), all subcontractors entering into a contract or agreement for hire on this Project must be registered and participate in the Federal Work Authorization Program. **Complete and submit a copy of the form applicable to your company, and applicable Subcontractor Affidavits with your response.**
7. **FORMS:** Submit with the proposal an executed copy of the Governing Law & Venue, Certificate of Non-Collusion, Drug- Free Workplace, and Debarred Proposers Certification Form (attached).
8. **INSURANCE:** Consultant shall maintain insurance with companies licensed to do business in the State of Georgia acceptable to the City for the protection of the City and Albany-Dougherty County Aviation Commission and name it as an additional insured against all claims, losses, costs or expenses arising out of injuries or death of persons whether or not employed by the Consultant, whether arising from the acts or omission, negligence or otherwise of Consultant or any of its agents, employees, patrons, or other persons and growing out of work being done by Consultant on behalf of City, such policies to provide for a liability limit on account of each accident resulting in the bodily injury or death of not less than One Million (\$1,000,000) Dollars, a liability limit of not less than One Million (\$1,000,000) Dollars for each accident for property damage. Consultant shall also carry product liability insurance for personal injuries and/or death in the amount not less than One Million (\$1,000,000) Dollars for any one person. Consultant shall maintain a combined single liability limit of One Million (\$1,000,000) Dollars, covering owned, non-owned, leased, and hired vehicles and name the City of Albany as an additional insured. Consultant shall maintain professional liability covering errors and omissions of not less than One Million (\$1,000,000) Dollars per claim covering itself and all of its employees and agents and shall indemnify and hold harmless the City of Albany and their representatives and employees from any claims, demands, actions, and causes for actions arising from any negligent act or omission under the terms of the Contract. Consultant shall furnish to the City satisfactory evidence that it carries Worker's Compensation Insurance in the statutory limits of Georgia and Employers' Liability with limits of liability of no less than One Hundred Thousand (\$100,000) Dollars of each accident/disease. These policies must also contain a waiver of subrogation in favor of the City of Albany and Albany-Dougherty County Aviation Commission.



Consultant shall furnish evidence of the continuance in force of said policies by providing copies of timely declaration page(s) to the Procurement Agent. Acceptable proofs of insurance: (i) a Certificate of Insurance with Additional Insured Endorsements (a Certificate of Insurance by itself is not acceptable) or (ii) Declaration Pages of the insurance policies which show the City of Albany as additional insured. The Certificate of Insurance must provide the project name and our project number on all certificates; where the Project requires Contractor's Pollution Legal Liability coverage or Contractor's Professional E & O coverage, per project coverage would be allowed. All insurance policies must provide that the City of Albany will be notified within 30 days of any changes, restrictions, and/or cancellation.

The City's sole judgment shall control as to the sufficiency of the coverage.

SUBMIT WITH RESPONSE, a specimen copy of Certificate of Insurance. Upon award of Contract and prior to commencement of work under this Contract, the selected Consultant (s) shall provide the City of Albany with acceptable proofs of insurance coverage.

9. **INDEMNIFICATION:** Respondent agrees to indemnify and hold harmless the City of Albany, its agents, officers, and employees, their successors, and assigns, individually and collectively, with respect to all claims, demands, or liability for any injuries to any person (including death) or damage to any property arising out of the activities of Consultant or based on the alleged negligence of Consultant, its officers, agents, or employees, and Consultant shall defend against all such claims and pay all expenses of such defense, including attorney fees, and all judgments based thereon; provided that this obligation shall not extend to any damage, injury or loss due to the negligence of the City of Albany.
10. **TERMINATION FOR CONVENIENCE:** This Contract may be terminated in whole or in part by the City of Albany with the consent of the Vendor, in which case the two parties shall agree upon the termination conditions, including the effective date in the case of partial termination, and the portion to be terminated; or by the Vendor upon written notification to the City of Albany setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of partial termination, the City of Albany determines that the remaining portion of the award will not accomplish the purposes for which the Contract was awarded, the City of Albany may terminate the Contract in its entirety.
11. **TERMINATION FOR CAUSE:** In the event that the Vendor shall for any reason or through any cause be in default of the terms, conditions, or obligations of the contract documents, the City of Albany may give the Vendor written notice of such default and terminate the Contract. All terms, conditions, and obligations of the contract documents are considered material. The City of Albany may, in its discretion, provide the Vendor an opportunity to cure the default, if curable, prior to termination. Unless a different duration is provided in the notice of default, the Vendor shall have fourteen (14) calendar days to cure the default from the date such notice is mailed to the Vendor, unless notification is by facsimile or personal delivery, in which case the opportunity to cure shall commence upon delivery of the notice. Upon failure of the Vendor to cure the default the City of Albany may immediately terminate the Contract effective as of the mailing or delivery of the default notice. If the City of Albany terminates the Contract, the Vendor shall remain liable for performance of all terms, conditions, and obligations through the date of termination. Termination by the City of Albany shall not constitute a waiver by the City of Albany of any other rights or remedies available to the City of Albany by law or Contract.
12. **DELIVERY: Submit one (1) original (labeled with fee schedule), one (1) electronic copy with fee schedule (PDF), and seven (7) complete hard copies less fee schedule by 5:00 pm on June 06, 2025, to:**

**City of Albany  
Procurement Division  
222 Pine Avenue, Suite 260  
Albany, GA 31701**

Sealed responses may be hand delivered or mailed to the above listed address. Sealed responses must be delivered in writing. Verbal responses are not acceptable. The City of Albany assumes no responsibility for responses received after the advertised deadline or at any office or location other than that specified herein, whether due to mail delays, courier mistake, mishandling, or any other reason. If responses are delivered by other than hand delivery, it is recommended that the respondent verify delivery. Any submittal received after the specified time and date will not be considered and will be returned unopened to the firm.

The response should be sealed and clearly marked **"FIRST TEE GOLF COURSE DESIGN" - RFP #25-073**.

13. **SUBMITTAL REQUIREMENTS:** The following are the criteria to be used by the selection committee to evaluate prospective respondents.
- A. Introduction: Provide general company information, including the address of the main office and company history evidencing business operation for a minimum of three (3) years. All Corporations should provide a corporate seal, a copy of the Secretary of State's Certificate of Incorporation, and a listing of the principals of the corporation with their response.
  - B. Staff Qualifications: Provide an organizational chart illustrating how the company is organized and managed. Provide resumes of those key staff members who will complete the work with detailed relevant project experience. This submittal should demonstrate each individual's background and describe professional status or applicable certification(s).  
Two-page limit on individual resumes.
  - C. Company Qualifications/References: Provide a list of a minimum of five (5) representative projects of comparable type work completed. Provide a brief description of the Project, project start and completion dates, client name, address, contact person, telephone number, and key staff member's name and responsibility. Submit a reference letter from at least three (3) of the five (5) representative projects listed, attesting to satisfactory performance of completed work.
  - D. Schedule: Provide a timeline for the completion of this work and relevant evidence to attest to the Company's ability to perform this Contract promptly.
  - E. Project Approach: Provide a brief narrative of the company's plan to perform and complete this Contract within the guidelines provided.
14. **EVALUATION CRITERIA:** Evaluation criteria may consist of, but may not be limited to the following:
- A. **Relevant Experience & Qualifications (30%)** – Demonstrated success in past projects, expertise, and technical capabilities in golf course redevelopment, particularly for youth-friendly or municipal courses. This includes experience in site grading, turf installation, and irrigation systems.
  - B. **Project Approach & Methodology (30%)** – Demonstrated ability to develop and implement a clear, strategic approach to golf course redevelopment, including project planning, timeline management, construction techniques, and adherence to industry best practices.
  - C. **Cost Proposal (10%)** – The proposed lump sum fee structure and overall cost to the City.
  - D. **References & Past Performance (30%)** – Provided a minimum of three (3) client references from similar municipal, youth-focused, or recreational golf course projects with names and contact details, including mobile number and email address.



15. **SELECTION PROCESS:** A Selection Committee will review all responses submitted prior to the deadline. Based on the background information reported in the submittal, the Committee will determine whether the respondent is qualified or unqualified. The City reserves the right to request additional information or clarification from respondents. Cost will not be the sole determining factor in selecting a firm. The selection committee will rank up to three (3) qualified firms based on the data submitted. The Committee may require each of these firms to formally present to the selection committee regarding their qualifications for performing the Project. The firms will then be ranked in order of qualifications. The top-ranked firm (s) will be selected for the final negotiation. If negotiations are not mutually successful, the second-choice firm will be called to negotiate, and so on. Upon completion of negotiations and acceptance/approval by the Board of City Commissioners, a formal contract agreement will be prepared and executed between the City and the successful Vendor.
16. **ANTI-LOBBYING PROVISION:** During the period between the proposal submission date and the contract award, respondents, including their agents and representatives, shall not directly discuss or promote their submission with any member of the Albany Board of City Commissioners or City staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations. Violating this provision may result in rejecting the respondent's proposal.
17. **EQUAL OPPORTUNITY POLICY:** The City of Albany has an equal opportunity purchasing policy. The City of Albany seeks to ensure that all segments of the business community have access to supplying the goods and services needed by the City programs. The City of Albany affirmatively encourages the utilization of minority business enterprises in their procurement activities. The City of Albany provides equal opportunities for all businesses and does not discriminate against any vendors regardless of race, color, religion, age, sex, national origin, or handicap.
18. **OWNERSHIP:** All documents prepared as a result of this Contract shall become property of the City of Albany without additional compensation to the respondent for disposition or usage at their discretion.
19. For additional information, contact Ricky Gladney, Buyer I, at (229) 302-1455 or email [rgladney@albanyga.gov](mailto:rgladney@albanyga.gov) cc: [jswilliams@albanyga.gov](mailto:jswilliams@albanyga.gov), [kross@albanyga.gov](mailto:kross@albanyga.gov). The deadline for questions is **May 23, 2025, at 5:00 pm**. Questions received after this deadline may not be answered. Replies of substance will be in the form of written addenda and made available to all potential respondents. A Pre-Proposal Conference will be held on **May 13, 2025, at 10:00 am** through Zoom: <https://us06web.zoom.us/j/83778529644?pwd=e0fYwbEXMW9yIEnULhKXFMSgd3uJvf.1>  
Meeting ID: **837 7852 9644** Passcode: **737924**

***\*COMPLETE AND SUBMIT\****

***CERTIFICATION OF NON-COLLUSION***

The respondent being sworn, disposes and says, \_\_\_\_\_

\_\_\_\_\_

The Vendor submitting this certification and its agents, officers or employees have not directly or indirectly entered into any agreements, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this submittal.

DATE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

***\*COMPLETE AND SUBMIT\****

***GOVERNING LAW AND VENUE***

Consultant agrees that as to any actions or proceedings arising out of or related to this agreement, any such proceedings shall be governed and determined by Georgia Law.

Consultant further agrees that as to any actions or proceedings arising out of or related to this agreement, any such action or proceeding shall be resolved only in an appropriate court located in Dougherty County, Georgia.

DATE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_



***\*COMPLETE AND SUBMIT\****

***Drug Free Workplace Certification***

DRUG FREE WORKPLACE REQUIREMENTS: The Contractor will provide the following certification that a Drug Free Workplace will be provided on the Project.

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating the "Drug Free Workplace Act", have been complied with in full. The undersigned further certifies that:

1. A drug free workplace will be provided for the Contractor's employees during the performance of the Contract; and
2. Each Contractor who hires a Subcontractor to work in a drug free workplace shall secure from that Subcontractor the following written certification:

DATE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

***\*COMPLETE AND SUBMIT\****

***DEBARRED PROPOSERS/INTEGRITY CERTIFICATION***

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion  
(49 CFR, Part 29):

The Contractor must certify that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Further, the Contractor certifies that he or she shall obtain an identical certification from all its sub-contractors. The Contractor also agrees that when a sub-contractor is unable to certify to any of the statements in this certification, the prospective participant shall submit an explanation to the Contractor.

DATE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

***\*COMPLETE AND SUBMIT\****

**INDEMNITY AGREEMENT**

This indemnity agreement made and entered into in favor of CITY OF ALBANY ("ALBANY"), a municipal corporation, by \_\_\_\_\_.

WHEREAS \_\_\_\_\_ has submitted a proposal to ALBANY so as to provide \_\_\_\_\_.

NOW, THEREFORE, as an additional consideration in ALBANY awarding the project to \_\_\_\_\_.

\_\_\_\_\_ agrees to indemnify and hold harmless ALBANY, its agents, principals, officers, and employees, their successors and assigns, individually and collectively, with respect to all claims, demands or liability for any injuries to any person (including death) or damage to any property arising out the negligent activities of \_\_\_\_\_, its officers, agents, or employees in connection with said proposal /award; provided this indemnity shall not extend to any damage, injury or loss due to ALBANY's sole negligence or willful misconduct of ALBANY. \_\_\_\_\_ shall defend against all such claims and pay expenses of such defense, including reasonable attorney fees, and all judgments based thereon.

WITNESS THE HAND AND SEAL of the \_\_\_\_\_ pursuant to proper corporate authority \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**[CORPORATE NAME]**

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

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

[Affix Corporate Seal]



***\*COMPLETE AND SUBMIT\****

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

Contractor's Name:	
Address:	
Solicitation/Contract No.:	25-073
Solicitation /Contract Name:	FIRST TEE GOLF COURSE DESIGN

**CONTRACTOR AFFIDAVIT**

I understand that the City of Albany may not enter into a contract with \_\_\_\_\_ (Name of Corporation) unless it has registered and does participate in the Federal Work Authorization Program defined in O.C.G.A. § 13-10-90(2), to-wit" (2) "Federal work authorization program" means any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603.

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the **City of Albany** 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 sub-Contractors 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 Identification No.  
(EEV/E-Verify Company Identification Number)

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

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

\_\_\_\_\_  
Printed Name (of Authorized Officer or Agent of Contractor)

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

\_\_\_\_\_  
Signature (of Authorized Officer or Agent)

\_\_\_\_\_  
Date

Signed SUBSCRIBED AND SWORN BEFORE ME ON

[NOTARY SEAL]

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

My Commission Expires: \_\_\_\_\_

***\*COMPLETE AND SUBMIT\****

## ***Advertisement Form***

***For All Firms Participating in the RFP please answer questions below:***

Please let us know how you heard about the RFP advertisement by selecting one of the following.

- |   |                |
|---|----------------|
| 1. Internet/Social Media to include Facebook, etc.  | Yes____ No____ |
| 2. City of Albany website                           | Yes____ No____ |
| 3. City of Albany local access channel (channel 16) | Yes____ No____ |
| 4. Georgia Procurement Registry                     | Yes____ No____ |
| 5. Other: _____                                     |                |

Please indicate if you are a DBE: Yes\_\_\_\_ No\_\_\_\_

DATE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**CONTRACT**  
**First Tee Golf Course Design**  
**RFP No. 25-073**

THIS AGREEMENT, made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between The City of Albany, Ga., (Party of First Part, hereinafter called the Owner) and \_\_\_\_\_, (Party of the Second Part, hereinafter called the Contractor).

WITNESSETH: That the said Contractor has agreed, and by these present does agree with the said Owner, for the consideration herein mentioned in his proposal and under the penalty expressed in proposal document, hereto attached, to furnish all equipment, tools, and materials, skill and labor of every description necessary to carry out and complete in good, firm, and substantial workmanlike manner, the specified work in strict conformity with the drawings and specifications hereinafter set forth which together with the foregoing bid made by the Contractor, the Notice to Contractors, Instructions to Bidders, General Conditions, Addenda, Supplementary Conditions and this Agreement, shall all form essential parts of the Agreement. The work covered by this Agreement includes all work shown on drawings and specifications and listed in the attached bid.

The Owner shall pay, and the Contractor shall receive the Sums of Unit Prices in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract as stipulated in the Bid for **First Tee Golf Course Design** as full compensation for everything furnished and done by the Contractor under this Contract. The full lump sum of \$\_\_\_\_\_ shall be paid in thirty (30) day increments in the manner and according to the terms specified in the Contract Documents, included in the Contractor's periodic estimate. If the Contractor shall not have submitted evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the work have been paid, the Owner may withhold, in addition to the retained percentages, such amount or amounts as may be necessary to pay just claims for labor, services rendered and materials in and about the work, and such amount or amounts withheld or retained may be applied by the Owner, to the payment of just claims.

Contractor is required to provide acceptable proof of insurance coverage. Acceptable proofs are a Certificate of Insurance with Additional Insured Endorsement (a Certificate of Insurance by itself is not acceptable) or Declaration Pages of the insurance policies listed which show the City of Albany as additional insured. The insurance company must be authorized to provide insurance in the State of Georgia. Required Insurance Policies and Endorsements are: Commercial General Liability of at least **\$1,000,000** for bodily injury and property damage with the City of Albany as additional insured, Automobile/Vehicle Liability of at least **\$500,000** each occurrence for bodily injury and property damage covering owned, non-owned, leased and hired autos/vehicles with the City of Albany as additional insured and Worker's Compensation in the statutory limits of Georgia and Employers' Liability with limits of liability of no less than **\$100,000** of each accident/disease. These policies must also contain a waiver of subrogation in favor of the City of Albany. All insurance policies must provide that the City of Albany will be notified within 30 days of any changes, restrictions and/or cancellation. If applicable, Professional Liability in addition to above requirements, of at least **\$500,000** each claim. Proof of insurance must be submitted to the Procurement Division and approved by Risk Management prior to performance of any work.

Contractor agrees that as to any actions or proceedings arising out or related to this agreement, any such proceedings shall be governed and determined by Georgia Law.

Contractor further agrees that as to any actions or proceedings arising out of or related to this agreement, any such action or proceeding shall be resolved only in an appropriate court located in Dougherty County, Georgia.



Contractor agrees to indemnify and hold harmless the City, its agents, officers, and employees, their successors and assigns, individually and collectively, with respect to all claims, demands or liability for any injuries to any person (including death) or damage to any property arising out of the activities of contractor or based on alleged negligence of contractor, its officers, agents, or employees and contractor shall defend against all such claims and pay all expenses of such defense, including attorney fees, and all judgments based thereon; provided that this obligation shall not extend to any damage, injury or loss due to the sole negligence or willful injury of the City.

IN WITNESS WHEREOF the parties hereto have executed this Agreement in quadruplicate  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF ALBANY, GA.  
(Owner)

BY: \_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
(Title)

(SEAL)

\_\_\_\_\_  
(Contractor)

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

\_\_\_\_\_  
(Title)