

**CITY OF DALTON
PARKS AND RECREATION DEPARTMENT
GENERAL CONSTRUCTION AGREEMENT**

THIS GENERAL CONSTRUCTION AGREEMENT is made and entered into on this 14th day of November 2022 by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and Dalton Fence, hereinafter referred to as "CONTRACTOR".

WHEREAS, CITY owns certain real Property located at 1275 Cross Plains Trail, Dalton, GA 30721 upon which the Parks and Recreation Department operates Heritage Point Park; and

WHEREAS, CITY desires to renovate the backstop fencing and netting on all ten fields; and

WHEREAS, CONTRACTOR desires to construct the project to the CITY's specifications; and

WITNESSETH: That the parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. **CONSTRUCTION SITE:** The real property upon which the project shall be constructed is located at 1275 Cross Plains Trail, Dalton, GA 30721, hereinafter "subject property".

2. **USE OF PROPERTY:** CONTRACTOR shall have use and possession of the subject property at the following days and times to complete the project:

Days: 7 days a week if needed.

Time of day: All daylight hours as needed and scheduled.

In the event that CONTRACTOR should desire to use the subject property on additional dates or times, CONTRACTOR shall obtain written authorization from the Director of the Parks and Recreation Department or their designee. CONTRACTOR shall not restrict the public use of or access to the subject property except as may be authorized by the Director. The subject property shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the subject property. The subject property shall be used for construction of the subject project and related storage only and not for any other commercial operations. The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint

and solvents or other dangerous materials is prohibited except that such materials may be kept and stored in proper receptacles and secured from access by the public at the subject property during construction as may be necessary for use in the operation of CONTRACTOR for completion of the subject project. Any such substances shall be delivered in such amount, and stored and used only as approved by the CITY and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.

3. PROJECT: The CONTRACTOR shall complete the project and perform the services specified in the Request for Proposals for Backstop Fencing and Netting Replacement for Heritage Point Park which is included herein by reference and the specifications provided in the CONTRACTOR's proposal attached hereto as Exhibit "A", hereinbefore and after "the project".

4. DATE OF COMMENCEMENT: The CONTRACTOR shall commence work on the project on November 21nd, 2022.

5. DATE OF COMPLETION: The CONTRACTOR shall complete the project on or before January 26th, 2022.

6. CONTRACT SUM: The CITY shall pay to CONTRACTOR the total sum of \$ 135,000.00 Dollars for the complete performance of the project and terms of this Agreement. In addition, CITY shall pay to CONTRACTOR for any additional work performed pursuant to any mutually agreed to change orders. All change orders shall be in writing signed by both parties.

7. CONTRACT PENALTY: The CONTRACTOR shall pay to the CITY the amount of \$ 100.00 Dollars per calendar day for unexcused delay in completion of the project past the date of completion.

8. PAYMENT: The CITY shall pay the contract sum to CONTRACTOR upon complete performance of the project and terms of this Agreement. CONTRACTOR shall provide to CITY an Affidavit from the CONTRACTOR stating the CONTRACTOR has fully performed all terms of the Agreement. Final payment shall be made no later than 30 days after receipt of said Affidavit. Upon completion of any additional services, said additional services shall be paid within 30 days of receipt of invoice from CONTRACTOR. Payment shall be made via electronic funds transfer (EFT).

9. SURRENDER OF subject property: CONTRACTOR shall, no later than 5 days after completion of the project, surrender possession of the subject property and remove all vehicles, equipment, supplies, construction debris, waste and refuse from the subject property. CONTRACTOR shall reimburse CITY for the cost of removal of any such items remaining on the subject property after 5 days. CITY may have any such items stored at CONTRACTOR'S risk and expense. All personal property of

CONTRACTOR, or SUBCONTRACTOR, remaining on the subject property or in possession of the CITY after 30 days shall be deemed abandoned by the CONTRACTOR, or the SUBCONTRACTOR, and may be disposed of by CITY without liability to CONTRACTOR, or SUBCONTRACTOR. All permanent improvements to the subject property shall become the Subject property of the CITY.

10. CITY COVENANTS: CITY covenants and agrees:

- (a) to provide all available information, data, reports, records and maps of or to which CITY has possession or control which are necessary for CONTRACTOR to perform the scope of services provided for herein;
- (b) to provide reasonable assistance and cooperation to CONTRACTOR in obtaining any information or documentation which are necessary for CONTRACTOR to perform the scope of services provided for herein;
- (c) to designate a representative authorized to act on the CITY's behalf with respect to the project. Unless otherwise provided, said CITY representative shall be the Director of Parks and Recreation Department;
- (d) to permit access to the subject property and obtain permission to access necessary private property for CONTRACTOR to complete the scope of services;
- (e) to provide reasonable assistance to CONTRACTOR in applying for and obtaining any necessary Federal, State or local government permits for the scope of services;

11. CONTRACTOR COVENANTS: CONTRACTOR covenants and agrees:

- (a) to perform the scope of services in a skilled, qualified, and professional manner, using that degree of care and skill ordinarily exercised by contractors practicing in the same or similar field;
- (b) to use only employees and subcontractors qualified to complete the work with sufficient experience on same or substantially similar projects;
- (c) to use only properly licensed employees or subcontractors for any work requiring a specialty, occupational, or professional license issued by the State of Georgia;
- (d) to designate a representative authorized to act on the CONTRACTOR's behalf with respect to the project.
- (e) to use the subject property in a safe, careful and lawful manner;

- (f) to promptly report in writing to CITY any unsafe or defective condition of the subject property and any adverse site condition, which shall include but not be limited to limited access, extremely dense vegetation, subsurface conditions, damaged property, or existing utilities, that may adversely affect CONTRACTOR's ability to complete the scope of services or other terms of this Agreement;
- (g) to promptly report in writing to CITY any damage to or injuries sustained on the subject property and to promptly repair any damage to the subject property which is made necessary by any act of CONTRACTOR, its employees, agents, subcontractors, or invitees;
- (h) to keep the subject property in a clean and orderly condition and to remove any personal property of CONTRACTOR upon completion of the project, and require all SUBCONTRACTOR's to do the same unless otherwise permitted by the CITY;
- (i) to perform all work on the project in a good and workmanlike manner, free from faults and defects, and in conformance with the terms of this Agreement;
- (j) to determine the appropriate method, details and means of performing the scope of services provided by this Agreement;
- (k) to exercise the ordinary standard of care in complying with the laws, codes, and regulations applicable to the CONTRACTOR's services;
- (l) to exercise diligence and to complete delivery of the scope of services in a timely manner consistent with the exercise of due care;
- (m) to attend meetings to make presentations or to otherwise review the progress of the work as set out in the scope of services at the reasonable request of the CITY;
- (n) to prepare and submit to the CITY reports required by the scope of services or upon the written request of the CITY.
- (o) to keep the subject property in a clean and orderly condition and to protect from loss, damage or theft any supplies or materials necessary for completion of the project;
- (p) to permit CITY and its employees and agents access to the subject property at all reasonable times for the purposes of making repairs, inspecting the subject property, and inspecting the progress of the project;
- (q) to use only new materials appropriate for completion of the project;

12. INDEMNITY: CONTRACTOR shall indemnify CITY from and hold CITY harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of CONTRACTOR'S use and occupancy or non-occupancy of the subject property or by the negligence or willful acts of CONTRACTOR, its agents, officers, employees, invitees or licensees and from all expenses incurred by CITY as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of CITY or any of CITY's employees, agents or representatives acting on behalf of the CITY.

Additionally, pursuant to State law, CITY does not indemnify or hold harmless CONTRACTOR for any claims arising from the actions or omissions of CONTRACTOR or any third party.

Additionally, CONTRACTOR agrees that all personal property that may be at any time at the subject property shall be at CONTRACTOR's sole risk or at the risk of those claiming through CONTRACTOR and that CITY shall not be liable for any damage to or loss of such personal Subject property except if arising from or caused by the sole fault or negligence of CITY.

13. INSURANCE: CONTRACTOR agrees to carry at its own expense through the term of this Agreement the types and amounts of insurance required to maintain status as a Vendor of the City of Dalton. CONTRACTOR shall provide CITY with copies or evidence of such insurance coverage prior to the commencement date of the Agreement. Such insurance policies shall name CITY as an additional insured and shall be issued by such insurance companies and on such forms as may be approved by CITY. Said insurance shall include the following:

(a) General Liability Coverage - General Liability policy with a minimum limit of \$1,000,000.00 per occurrence for bodily injury and property damage.

(b) Workers' Compensation Coverage – Workers' Compensation policy with the following minimum limits:

(1) Workers' Compensation statutory limits;

(2) Employer's Liability:

a. Bodily Injury by Accident - \$100,000.00

b. Bodily Injury by Disease - \$500,000.00 policy limit

c. Bodily Injury by Disease - \$100,000.00 each employee.

CONTRACTOR shall complete the Workers' Compensation Insurance Affidavit of the City of Dalton to determine if any exemption to Workers' Compensation Insurance is applicable.

(c) Auto Liability Coverage – Auto Liability policy with a combined single limit of \$1,000,000.00 per occurrence for bodily injury and property damage, if motor vehicle is used in performance of scope of services. Comprehensive form covering all owned,

non-owned, and hired vehicles.

- (d) Property Coverage or Builder's Risk Coverage - Property Coverage or Builder's Risk policy with a minimum equal to or greater than the existing building value for renovations, equal to or greater than the total cost of construction per contract for new construction, and equal to or greater than the existing building value being renovated plus the total cost of new construction per contract for mixed renovation and new construction.

14. ASSIGNMENT: CONTRACTOR may not assign all or any portion of the Agreement without the prior written permission of CITY.

15. SUBCONTRACTORS: The CONTRACTOR shall provide written notice to CITY of CONTRACTOR'S intent to use a subcontractor for any portion of the project. CITY shall be entitled to reject any subcontractor it deems not qualified. Any subcontractor approved for work on the project shall abide by any and all terms of this Agreement.

16. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Agreement shall nor be construed to be a waiver thereof, not affect the validity of any part of this Agreement or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Agreement shall be held to be a waiver of any other default and breach.

17. NOTICES: Any notice required or permitted to be given under this Agreement or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to CITY shall be mailed to: City of Dalton
ATTN: City Administrator/Andrew Parker
300 W Waugh Street
P.O. Box 1205
Dalton, GA 30722-1205

Such notice to CONTRACTOR shall be mailed to: Dalton Fence
1191 Piney Ridge Rd. SE
Dalton, GA 30721

When so mailed, the notice shall be deemed to have been given as of third (3rd) day after the date it was mailed. The addresses may be changed by giving written notice thereof to the other party.

18. CONTRACT DOCUMENTS: This Agreement shall include the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Addenda relating to bidding and

proposal requirements, and any other written information provided by the CITY in anticipation of receiving bids or proposals, if any, except as specifically excluded herein, and the CONTRACTOR'S bid or proposal. The terms of this Agreement shall supersede any terms in the above-referenced documents in direct conflict with the terms of this Agreement.

Additionally, the Contract Documents and all drawings, plans, specifications and other related construction or service related documents shall be the sole property of the CITY. The CONTRACTOR shall be permitted to retain copies thereof for its records and for its future professional services.

Additionally, CITY shall be authorized to rely upon all documents, whether in hard copy or electronic format, provided by CONTRACTOR. Any changes to the material terms of any document shall be clearly identified and noted to CITY.

19. **VENDOR:** CONTRACTOR shall register and remain active as a Vendor of the CITY by completing the City of Dalton Vendor Packet and fully comply with any and all requirements of said Vendor.

20. **TERMINATION OF CONTRACT:** In the event that CONTRACTOR defaults or neglects to perform work on the project in accordance with the terms of this Agreement, CITY may terminate this Agreement by providing written notice of termination. Prior to termination of this Agreement, CITY shall provide written notice to CONTRACTOR of any default and provide CONTRACTOR ten (10) days to correct said default or deficiency.

21. **WARRANTY:** CONTRACTOR shall provide to CITY a general warranty for labor and materials and guarantees that the work on the project it performs shall be free from any defects in workmanship and materials for a period for a period of two (2) years from the date of completion in addition to any additional warranty provided in Section 3 - Project description. Within ten days of completion of the terms of the Agreement, CONTRACTOR shall provide to CITY all original warranty documents from any third party.

22. **BONDS:** CONTRACTOR shall provide and maintain the types and amounts of bonds as required by the City of Dalton Request for Proposals for Backstop Fencing and Netting Replacement for Heritage Point Park.

23. **MISCELLANEOUS PROVISIONS:**

(a) **Governing Law; Venue.** This Agreement is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive jurisdiction and venue for any action arising out of this Agreement shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive any and all objections or defenses thereto.

(b) **Successors and Assigns.** This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and

permitted assigns of the parties. CONTRACTOR shall not assign its rights or obligations under this Agreement without the prior written consent of the CITY.

(c) Severability of Invalid Provisions. If any provision of this Agreement shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

(d) Complete Agreement; Amendments. This Agreement constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.

(e) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.

(f) TIME IS OF THE ESSENCE. Time is of the essence of this Agreement in each and all of its provisions.

(g) Attorney Fees. In the event the CITY must enforce the terms of this Agreement by filing a civil action against CONTRACTOR, then CONTRACTOR shall pay to CITY an amount equal to fifteen percent (15%) of the contract sum as attorneys' fees, if the CITY is the prevailing party.

(h) Confidentiality. All information and documentation regarding the project and the CONTRACTOR's services shall be maintained in confidence and shall not be disclosed to any third party by CONTRACTOR, without CITY's written authorization, except as may be required by the Georgia Open Records Act. CONTRACTOR shall promptly notify CITY of any third party request for said information or documentation prior to any disclosure. CITY agrees that the technical methods, design details, techniques and pricing data contained in any material submitted by CONTRACTOR pertaining to this Agreement shall be considered confidential and proprietary, and shall not be disclosed to any third party, except as may be required by the Georgia Open Records Act.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

(Signatures on the NEXT page.)

CONTRACTOR:

CONTRACTOR:

By: 

Title: Sales Manager

CITY:

CITY OF DALTON, GEORGIA

By: _____
MAYOR

Attest:
CITY CLERK

Exhibit “A”

Backstop Fencing and Netting Replacement for Heritage Point Park



DALTON FENCE

FOR ALL YOUR
COMMERCIAL AND RESIDENTIAL
FENCE NEEDS

706-278-6366

1191 Piney Ridge Rd. SE

Dalton, GA 30721



Nathan Sims
Sales Manager

cell: 423.618.4864
office: 706.278.6366
daltonfence@windstream.net

The City of Dalton
Parks and Recreation Department
INVITATION FOR SEALED COMPETITIVE PROPOSALS – advertised on 9/14/22
Sealed Envelope shall be marked with the following information:
“Backstop Fencing and Netting Replacement for Heritage Point Park”

SCHEDULE OF EVENTS

Mandatory Pre-RFP Conference and site visit –
 Heritage Point Complex

10:00 AM
 October 3, 2022

Deadline for request for clarifications and questions.
 Any possible exceptions to the bid specification
 and/or terms and conditions should be addressed
 during this phase. These requests will be answered in
 an addendum and must be emailed to:

3:00 PM
 October 10, 2022

csharpe@daltonga.gov

Sealed RFP's will be accepted until the due date and
 time. Any late submittals received will not be
 considered. RFP's must be submitted to The City of
 Dalton Finance Department located at 300 West
 Walnut Street, Dalton, Georgia, 30720.

3:00 PM
 October 17, 2022

**THIS FORM MUST BE SIGNED AND SUBMITTED TO BE CONSIDERED FOR
 AWARD**

COMPANY NAME:

Dalton Fence

DATE:

10/1/22

MAILING ADDRESS:

1191 Piney Ridge Rd SE

PHONE:

706-278-6366

CITY:

Dalton

FAX:

STATE:

GA

ZIP:

30721

SSN OR FEDERAL TAX ID:

83-2651507

EMAIL:

DaltonFence@windstream.net

TITLE OF AUTHORIZED
 REPRESENTATIVE:

Sales Manager

PRINTED NAME:

Dalton Sims

AUTHORIZED SIGNATURE:

[Signature]

*The posting of additional addenda may be required, and it is the responsibility of the Offeror to ensure that they review the City's website for any additional addenda, and that they submit acknowledgement of all applicable addenda (on the included form) with their solicitation. Offerors should not expect to be individually notified by the City of Dalton.

TABLE OF CONTENTS
DALTON SOCCER COMPLEX PROJECT

Division 0 – Bid Requirements

00010	Request for Proposals	3
00020	Instructions to Proposers.....	5
00080	Proposal Forms - Exhibit “A”	10
00130	Bid Bond – Exhibit “B”	13
	E-Verify Affidavit	15
	Proposal Checklist	16
	Package Label	17

NAME OF PROJECT: "Backstop Fencing and Netting Replacement for Heritage Point Park"

NAME OF OWNER: THE CITY OF DALTON, GEORGIA

THE CITY OF DALTON (the "City"), pursuant to the provisions of O.C.G.A. § 36-91-1, *et. seq.*, herein seeks competitive Proposals from Contractors for the construction of the: **"Backstop Fencing and Netting Replacement for Heritage Point Park"**, located at 1275 Cross Plains Trail, Dalton, GA, 30721 (hereinafter "the Project").

The requirements for construction of the Project, and the duties and responsibilities of the contractor whose Proposal is accepted, are set forth in the Request for Proposals issued by the City. In general, the successful contractor will be required to install a new chain-link fence, replace cross bars, replace hardware, and replace the netting while using the existing backstop post for all ten fields. Contractors interested in submitting Proposals must obtain Request for Proposals (RFP) on City's website <https://www.daltonga.gov/rfps>

Caitlin Sharpe, csharpe@daltonga.gov will be contact person for questions. **All Proposers are required to email Caitlin Sharpe to be added to the Plan Holders list.**

Included in RFP packet will be Instructions to Proposers, Proposal Form which must be fully completed and submitted along with Bid Bond, and Executed E-Verify affidavit. Proposals not including executed E-verify affidavit will be automatically rejected. The Contract Documents require, among other things, the furnishing of all materials, labor, and equipment for construction of the Project. The City reserves the right to make available other relevant documents or information concerning the Project.

Any Proposal submitted in response to this Request should comply strictly with all requirements set forth in the Instructions to Proposers. Any such Proposal must contain the completed Proposal Form setting forth the contractor's proposed lump sum contract price for full and complete construction of the Project in conformity with all requirements of this RFP. Proposal must include a fully executed Bid Bond in the amount of five percent (5%) of the proposed lump sum contract price (exclusive of any alternates and unit prices) in the form required by the Instructions to Proposers.

Any Contractor that intends to submit a proposal must complete the City of Dalton Vendor Packet and be an approved active Vendor with the City. Applications can be obtained from the Finance Department or online at <https://www.daltonga.gov/finance/page/vendor-packets>

For any work requiring a specialty or professional license, only licensed subcontractors may be submitted for consideration, and copies of all applicable licenses shall be attached to the Contractor's proposal.

In evaluating Proposals, the City may seek additional information from any contractor concerning such contractor's Proposal or its qualifications to construct the Project. The City reserves the right to short-list and interview Contractors to obtain further information on the proposed products or qualifications.

The City intends to award the construction contract to the responsible and responsive contractor whose Proposal is determined in writing to be the most advantageous according to the following evaluation factors which are listed in their order of relative importance:

- A. The contractor's proposed lump sum of contract price for full and complete construction of the Project in conformity with all requirements of the Contract Documents. (60 Points)
- B. The installer's qualifications, experience, and references in constructing and completing similar projects on schedule and within budget including at least three projects comparable in size and scope to this project. (30 Points)
- C. The completeness and accuracy of proposals. (10 Points)

All Proposals must include the label on the last page of this document on the front of their bid package. This label must be affixed to the outside of the envelope or package. Failure to attach the label may result in your bid being opened in error or not routed to the proper location for consideration. No RFP will be accepted after the date and time specified. Document should be received by the City of Dalton Finance Department located at 300 West Waugh Street, Dalton, Georgia 30720 no later than October 17, 3:00 PM

A total of 2 copies of the RFP, tabbed, and in bound notebooks, are required. In conformity with the applicable provisions of Georgia Law, the City may afford contractors an opportunity for subsequent discussion, negotiation, and revision of Proposals. The City reserves the right to reject any or all Proposals and to waive any technicalities or formalities. Incomplete proposals will not be considered by the City.

Contractors are responsible for ensuring Proposals comply with Georgia law, including but not limited to all state and local laws, rules, regulations, ordinances, and policies. Any Proposal must include an affidavit meeting all requirements of O.C.G.A. § 13-10-91 verifying compliance with applicable Federal work authorization program. The form for such affidavit is attached as an exhibit to the Instructions to Proposers.

Any Proposal submitted in response to this Request shall remain open for acceptance by the City, and same shall be honored by the contractor, for a period of one hundred eighty (180) days from the date set forth hereinabove for the receipt of Proposals. Any questions or comments concerning this Request for Proposals should be addressed in writing to the City of Dalton at the address of The City of Dalton Finance Department, 300 West Waugh Street, Dalton, Ga 30720.

SECTION 00020: INSTRUCTIONS TO PROPOSERS / SCOPE OF WORK

NAME OF PROJECT: Backstop Fencing and Netting Replacement for Heritage Point Park

NAME OF OWNER: THE CITY OF DALTON, GEORGIA

1275 Cross Plains Trail, Dalton, GA, 30721

**Project Details**

Each field has seven posts. Four of the seven posts are twenty-five (25) feet tall. Three of the seven posts are ~~fifteen (15)~~ ~~sixteen (16)~~ feet tall. These posts will remain. Contactor will be

expected to paint existing posts with appropriate paint prior to installation of fencing and netting. Posts that are twenty-five (25) feet tall have chain-link mesh and netting. Posts that are sixteen (16) feet tall only have chain-link mesh attached. Current chain link should be replaced with black, 6-gauge chain link wire behind the batter's box, and 8-gauge for the foul lines. Contractor should install crossbars every four feet to add additional support to the chain-link fence. Crossbars, tension wires, and hardware should be replaced and included in the total proposal price as well. Contractors are also expected to replace the current netting. Currently, there is a tension wire at the top of the posts that attaches the netting. Four-inch horizontal crossbars should be installed in place of the tension wire at the top of the posts. The contractor is expected to remove and dispose of materials.

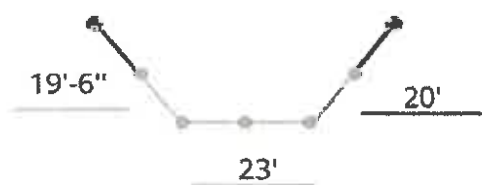
Before submitting a Proposal, the Contractor shall be responsible for reviewing the RFP and Specifications and visiting each work location. Each Contractor shall fully inform himself/itself, prior to submitting a Proposal, as to all existing conditions and limitations under which the work is to be performed and shall include in the Proposal a total sum to cover all costs of materials and labor to perform the work as set forth in the RFP and Specifications.

The Contractor, in undertaking the work under this contract, shall have visited each site and taken into consideration all conditions that might affect the work. No consideration will be given any claim based on lack of knowledge of existing conditions, except where the Contract Documents make definite provisions for adjustment of cost or extension of time due to existing conditions that could not be readily ascertained (unforeseen conditions).

Heritage Point Park East Pod - 1 - 5

7 post per backstop
4 of 7 post are 25 ft tall - chain-link and netting
3 of the 7 post are 15 ft tall - chain-link only

Field # 1



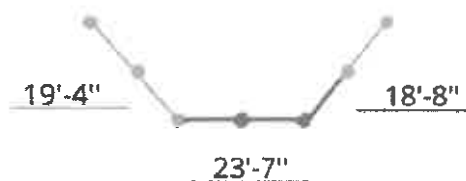
Field # 2



Field # 3



Field # 4



Field # 5



Heritage Point Park

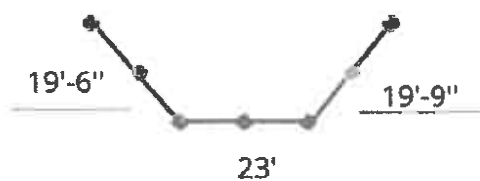
West Pod - 6 - 10

7 post per backstop

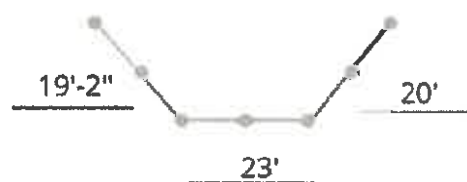
4 of 7 post are 25 ft tall - chain-link and netting

3 of the 7 posts are 15 ft tall - chain-link only

Field # 6



Field # 7



Field # 8



Field # 9



Field # 10



Installer's Qualifications: The Contractor's proposal shall include the qualifications of its installer. Include a minimum of five similar installations.

Warranty: The Contractor's proposal shall include the proposed manufacturer's warranty along with any information/pricing on available extended warranties. Include a detailed description of the Owner's responsibilities or obligations throughout the warranty period. The proposal shall include the history of warranty issues and or recalls and how these have been addressed.

Lump Sum Price:

On the attached proposal form, provide the lump sum price for a complete installation as described in the Contractor's proposal. Additional price sheet is provided for contractors to submit pricing per pod on page 14.

Form of Agreement:

The successful proposer will enter into a contract with the City of Dalton and for the project.

SECTION: 00080 PROPOSAL FORM**EXHIBIT "A"****NAME OF PROJECT:** Backstop Fencing and Netting Replacement for Heritage Point Park**NAME OF OWNER:** THE CITY OF DALTON, GEORGIA**NAME OF PROPOSED****CONTRACTOR:**Dalton Fence**(The "Contractor")**

THE CITY OF DALTON (the "City"), pursuant to the provisions of O.C.G.A. § 36-91-1, *et. seq.*, herein seeks competitive Proposals from Contractors for the construction of the: **"Backstop Fencing and Netting Replacement for Heritage Point Park"**, located 1275 Cross Plains Trail, Dalton, GA, 30721 (the "Project"). This Proposal is submitted in response to the City's Request for Proposals dated 9/14/2022.

This Proposal is for the full and complete construction of the Project in conformity with all requirements of the RFP. The submission of this Proposal constitutes a representation by the Contractor that it has carefully read the "Instructions to Proposers".

Contractor submits herewith its duly executed affidavit in accordance with the applicable Federal work authorization program. Contractor acknowledges that upon execution of any contract with the City, said affidavit shall be deemed a public record to the extent provided by Georgia law.

The Contractor further acknowledges that the Contract Documents provide no incentive provisions for early Completion of the Work.

A. Base Proposal

The Contractor proposes to fully and completely replace the backstop fencing and netting on all fields in conformity with all requirements of the RFP and furnish all necessary labor, material and equipment for such construction, and, furthermore, to fully, completely, and strictly perform all obligations of the Contractor as set forth in the Contract Documents, for the lump sum contract price of \$ 135,000.00

Said lump sum contract price is allocated, in its entirety, to the following elements of the work:

Proposer to hold pricing for at least 50 days for scheduled tournaments to be completed – expected date of completion is November 20 2022

Attached hereto, and incorporated herein as part of this Proposal, Contractor submit contractor's qualifications in proposed backstop repairs. Contractor acknowledges that the City may rely upon the truthfulness and accuracy of the responses set forth therein. In addition, Contractor has submitted herewith as part of this Proposal such documentation and information as Contractor deems appropriate to establish that it is a responsible and responsive Contractor and that its Proposal is the most advantageous to the City, taking into consideration the specific evaluation factors, listed in their order of relative importance, as set forth in the above-referenced Request for Proposals. Contractor acknowledges that the City may rely upon the truthfulness and accuracy of such documentation and information.

The Contractor proposes and agrees to commence actual construction (i.e., physical work) on site with adequate management, labor, materials and equipment within ten (10) days after receipt of Notice to Proceed and prosecute the Work diligently and faithfully to completion within the required Contract Time. Prior to commencing such Work, and prior to the issuance of the Notice to Proceed, Contractor shall furnish to the City duly executed Payment and Performance Bonds complying with all requirements of the Contract Documents along with Certificates of Insurance demonstrating that all required coverages are in place. Contractor submits herewith its executed Bid Bond in accordance with the requirements of the City as set forth in the Instruction to Proposers.

Contractor herein acknowledges that this Proposal shall constitute an offer by Contractor to contract with the City for construction of the Project in conformity with all requirements of the Contract Documents for the lump sum contract price as set forth hereinabove. Said offer by Contractor is irrevocable and subject to acceptance by the City until the expiration of fifty (50) days following the date set forth in the Request for Proposals for receipt of Proposals by the City.

[CONTRACTOR]

By: _____

[SEAL]

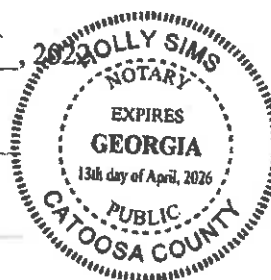
Witness: _____

[SEAL]

Sworn and subscribed to before me this 12 day of October, 2024

NOTARY PUBLIC: _____

Commission Expirations: _____



Price Sheet	
West Pod- Fields 1 - 5	Lump sum: \$ 67,500.00
East Pod Field 6 - 10	Lump sum: \$ 67,500.00
East and West Pod- Fields 1 - 10	Lump Sum: \$ 135,000.00

Total Bid Amount: \$ 135,000.00
(Numbers)

Total Bid Amount: \$ One hundred thirty-five thousand
(Words)

Dalton Fence
Company's Name

10/12/22
Date

Dalton Fence Scope of work:

"Backstop Fencing and Netting Replacement for Heritage Point Park" 10 Ballfields

- Remove and dispose of existing material leaving post to be painted
- Electrostatic Paint seven post per field. (See previous work we did at Edwards Park) **High gloss paint has a 5-year warranty**
- Install 16' high new 8-gauge fused and bonded black chain link for foul lines (sides/wings of backstop)
- Install 6-gauge fused and bonded black chain link for 12' high and 24' wide back stops, behind the batter. The top 4' will be 8-gauge fused and bonded black chain link. (Doing the whole backstop in 8ga fused and bonded chain link would cost less, but 6ga is what we use on the backstops behind the batter's box and is what is quoted per addendum 1e.)
- 16' high black chain link is not available; we must use 12' on bottom and 5' on the top with 1' overlap at the top it will mesh fine (see backstops at Riverbend parks for reference)
- Install new hardware and 1-5/8" schedule 40 black pipe horizontal railing every 4' from the ground to the top of the chain link for support
- Install 12' high netting with a tension cable at the top and fastened to the post. With the wide spacing of the 4 taller posts, and some post not being plumb at the added on top section, the cable is the best way to install the netting. (See our work at Riverbend Park with the cable/netting installation.)

Warranty Information:

- Dalton Fence Labor warranty: 2 years workmanship warranty
- Black chain link warranty: limited 15-year warranty (see attached form)
- Electrostatic painting of post warranty: 5 years if high gloss paint is used

COLOR COATED CHAIN LINK FENCE FABRIC 15 YEAR LIMITED WARRANTY

Subject to the limitations set forth below, Merchants Metals LLC ("Merchants") warrants to the original end-user ("you") and not to any other purchaser or subsequent owner, that its Color Coated Chain Link Fence Fabric (the "Product") is free from defects in material and workmanship and, under normal or proper usage, will not fail due to rust or corrosion for a period of fifteen (15) years from the date of your original purchase.

This warranty does not cover fading and does not apply in marine/salty/coastal or harsh industrial environments. This warranty only applies to defects resulting from normal use. Any of the following events or conditions will void this warranty: faulty installation; damage during transportation; alteration of the product of any kind, including but not limited to affixing any other materials to the product; damage from high winds, accident, abuse, fire, or flood; damage caused by landscaping equipment, harsh or abrasive chemicals or exposure to salt or any other substance that has or includes a high mineral content, or plant growth; or acts of God. Merchants reserves the right to inspect the Product to determine validity of any claim under this warranty, including but not limited to the submittal of photos that clearly show and document the area(s) of failure. Merchants may require all or part of the Product to be returned for testing.

UNDER THIS WARRANTY MERCHANTS' OBLIGATION IS LIMITED TO ONE OF THE FOLLOWING (AT MERCHANTS' OPTION), IN EACH CASE ON A PRORATED BASIS ONLY: REPAIR; OR REPLACEMENT OF DEFECTIVE MATERIAL. Reimbursements for the cost of removal and/or installation are not included and Merchants will not provide such service. If the Product is replaced, the Product carries no further expressed or implied warranty. If the Product appears to have a defect in material or workmanship, you must advise the contractor from whom the material was purchased, in writing and with a copy to Merchants at the address provided below. In order for you to perfect your rights under this warranty, you should return a signed copy of this form to Merchants within thirty (30) days of the purchase. Return of the warranty form is not a condition to warranty coverage, provided you can adequately prove that the Product installed was purchased from Merchants.

MERCHANTS IS NOT RESPONSIBLE FOR INJURY, PROPERTY DAMAGE OR OTHER INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF THE PRODUCT, NOTWITHSTANDING THE FACT THAT SAID INJURY, PROPERTY DAMAGE OR OTHER DAMAGES AROSE DIRECTLY OR INDIRECTLY FROM AN ACTUAL OR ALLEGED DEFECT IN MATERIAL AND/OR WORKMANSHIP.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

The above constitutes the complete warranty by Merchants and may not be modified, amended or supplemented. No other agreement relating to this warranty, written or implied, is valid. Merchants does not authorize any other person or agent to make any other express warranties. Merchants neither assumes nor authorizes any other person or agent to assume any other liability in connection with the product.

Home/Property Owner Name: _____ Phone: _____

Installation Address: _____ City: _____ State: _____ Zip: _____

Date of Purchase: _____ Fence Height: _____ Linear Footage: _____ Fence Color: _____

Fence Contractor Name: _____ Phone: _____

Address: _____ City: _____ State: _____ Zip: _____

Signature of Fence Contractor or Home/Property Owner: _____ Date: _____



Merchants Metals[®]
the first name in fence solutions

4901 Langley Rd.
Houston, TX 77093
www.MerchantsMetals.com

Version 05/17

Dalton Fence References:

**K & N Construction- Riverbend Park Sport Complex
Ballfields Dalton, GA**

**Integrated Builds- Fannin County Rec Blue Ridge, GA 2
Ballfields**

Edwards Park- Ball Fields and Electrostatic painted post

**North Murray High School- Fencing on all sports fields and
perimeter**

**Murray County Track- Murray County High School (still in
progress; active job)**

All projects were finished on time and within budget

Dalton Fence Business Information:

**More than 40 years in business located in Dalton, GA.
Commercial, Residential, and Industrial work.**

Experienced crew with same Foreman for 22 years.

SECTION 00130 – BID BOND**EXHIBIT “B”****NAME OF PROJECT: Backstop Fencing and Netting Replacement for Heritage Point Park****NAME OF OWNER: THE CITY OF DALTON, GEORGIA****NAME OF PROPOSED****CONTRACTOR:** _____**(THE “CONTRACTOR”)****KNOW ALL MEN BY THESE PRESENTS that**

_____ as Surety (the
 “Surety”), and _____, as Principal (the
 “Contractor”) are held and firmly bound unto the City of Dalton, Georgia (the “City”), pursuant
 to the terms and conditions of this Bond (the “Bid Bond”) as set forth herein:

WHEREAS, the Contractor, in response to a Request for Proposals issued by the City, has submitted its
 Proposal for the construction by Contractor of the: **“Backstop Fencing and Netting Replacement for
 Heritage Point Park”**

NOW, THEREFORE, the condition of this obligation is such that if the City accepts the
 Proposal of the Contractor as submitted, or as revised or negotiated in accordance with the provisions of
 O.C.G.A. § 36-91-21(c)(2), and

- (a) The Contractor timely executes the Agreement between the City and Contractor (the
 “Agreement”) as provided by the City and as included in the Contract Documents; and,
- (b) The Contractor furnishes to the City fully executed Payment and Performance Bonds as
 required by the Agreement, then this obligation shall be void; otherwise, the Surety and
 the Contractor, shall be jointly and severally liable to the City, and shall make payment to
 the City, in the amount of five percent (5%) of the lump sum contract price (exclusive of
 any pricing for Alternates or unit prices) as set forth in the Proposal of the Contractor.

The Contractor agrees that the amount of this Bid Bond as set forth hereinabove constitutes a proper and
 lawful sum for liquidated damages which the City will sustain in the event Contractor fails or refuses to
 execute the Agreement or fails or refuses to furnish the required Payment and Performance Bonds.

The Surety shall cause to be attached to this Bid Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of the Surety to execute and deliver same.

This Bid Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bid Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bid Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bid Bond that is not in conflict therewith shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this Bid Bond to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this ____ day of _____, 2022.

[CONTRACTOR]

By: _____ [SEAL]

Witness: _____ [SEAL]

Sworn and subscribed to before me this ____ day of _____, 2022.

NOTARY PUBLIC:

Commission Expirations: _____

[NAME OF SURETY]

By: _____ [SEAL]

Witness: _____ [SEAL]

Sworn and subscribed to before me this ____ day of _____, 2022.

NOTARY PUBLIC:

Commission Expirations: _____

[ATTACH PROPERLY EXECUTED POWER OF ATTORNEY]

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

Bond No.: 428186

KNOW ALL MEN BY THESE PRESENTS, that we Dalton Fence Co.

1191 Piney Ridge Rd SE, Dalton, GA 30721
as Principal, hereinafter call the Principal, and Merchants National Bonding, Inc.
P.O. Box 14498, Des Moines, IA 50306-3498

a corporation duly organized under the laws of the State of Iowa
as Surety, hereinafter called the Surety, are held and firmly bound unto City of Dalton



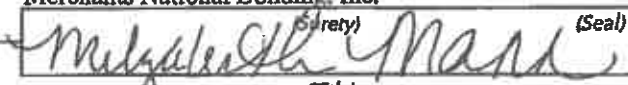
1275 Cross Plains Trail, Dalton, GA 30721
as Oblige, hereinafter called the Oblige, in the sum of Five Percent of Bid Amount

Dollars (\$ 5 %),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

WHEREAS, the Principal has submitted a bid for Backstop fencing and netting replacement for Heritage Point
Park

NOW THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with
the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding
or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt
payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the
penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith
contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise
to remain in full force and effect.

Signed and sealed this 4th day of November 2022 XXX


(Witness)
Dalton Fence Co.

(Principal) (Seal)
Sales Manager
(Title)
Merchants National Bonding, Inc.

(Surety) (Seal)
Katie Wetmore
(Witness)
Milizabeth Mann Attorney-in-Fact
(Title)

MERCHANTS BONDING COMPANY,™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (In California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Milizabeth Mann

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this Instrument to be signed and sealed this 4th day of November, 2022.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 4th day of November, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said Instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Kim Lee
Notary Public

(Expiration of notary's commission
does not invalidate this Instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 4th day of November, 2022.



William Warner Jr.
Secretary

STATE OF GEORGIA
WHITFIELD COUNTY
CITY OF DALTON

VENDOR AFFIDAVIT AND AGREEMENT [E-Verify]

COMES NOW before me, the undersigned officer duly authorized to administer oaths, the undersigned contractor, who, after being duly sworn, states as follows:

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Dalton, Georgia has registered with and is participating in a federal work authorization program and will continue using the program throughout the contract period in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

The undersigned contractor further 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 Dalton, Georgia of which this affidavit is a part, the undersigned contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 through the subcontractor's execution of the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08 or a substantially similar subcontractor affidavit. The undersigned contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Dalton, Georgia at the time the subcontractor(s) is retained to perform such service.

FURTHER AFFIANT SAYETH NOT.

BY: Authorized Officer or Agent

Dalton Fence
Contractor Name

Sales Manager
Title of Authorized Officer or Agent of Contractor

Nathan Sims
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me

This 11 day of Oct, 2022

Holly Sims
Notary Public

My Commission Expires: April 13, 2026

10/11/22
Date

6/22/11
Authorization Date for EEV Program

425475
Employment Eligibility (EEV) #

*Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603. As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

*MUST BE NOTARIZED





DALTO-1

OP ID: MM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/07/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Zorn Insurance Agency 1422 Green Road Suite L Chatsworth, GA 30705 ZIA	706-695-4689	CONTACT NAME: Milizabeth Mann PHONE (A/C, No, Ext): 706-695-4689 FAX (A/C, No): 706-695-6365 E-MAIL ADDRESS: mmann@zorninsurance.com
INSURED Dalton Fence Co. Kevin Stanley 1191 Piney Ridge Road Dalton, GA 30721		INSURER(S) AFFORDING COVERAGE INSURER A: Allied Insurance Company INSURER B: AmTrust North America INSURER C: INSURER D: INSURER E: INSURER F:
		NAC # 23760 39071

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR	TYPE OF INSURANCE	ADDL. SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		ACPGLA05914938994	02/25/2022	02/25/2023
					LIMITS EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOD AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		ACPBAPC5914938994	02/25/2022	02/25/2023
					COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	ACPCAA5914938994	02/25/2022	02/25/2023
					EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WWC3548636	09/01/2022	09/01/2023
					<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater		ACOCIMP591938994	02/25/2022	02/25/2023

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project:Heritage Point Park, Dalton, GA 30721

CERTIFICATE HOLDER City of Dalton PO Box 1205 Dalton, GA 30722	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Milizabeth Mann</i>
--	--

Checklist for Bid Documents

Failure to include all required documents will result in proposal being removed for consideration for award.

- ☒ Document Description
- ☒ Completed City Vendor Packet
- ☒ Solicitation Form (Page 1 of this Document)
- ☒ References of Past Similar Jobs
- ☒ Proposal Form and Price Sheet
- ☒ Vendor Affidavit and Agreement (E-Verify) (Page 17) - *Is a requirement of Georgia law and all bids will be considered non-responsive if they fail to turn in the E-Verify affidavit with the proposal.*
- ☒ Checklist for Documents/Addenda Acknowledgement (this page)

Addenda Acknowledgement

Failure to acknowledge any addenda will result in a non-responsive bid.

The vendor has examined and carefully studied the Request for Proposals and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. <u>01</u>	Dated: <u>10/11/22</u>
Addendum No. <u>02</u>	Dated: <u>10/12/22</u>
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____

This affirms that all documents are included with the Proposer's RFP package.

Company's Name:



Dalton Fence Date: 10/12/22

Authorized Representative's Name: Nathan Sims

Authorized Representative's Signature: [Signature]

This label must be affixed to the outside of the envelope or package, even if it is a "No RFP" response. Failure to attach the label may result in your bid being opened in error or not routed to the proper location for consideration. No RFP will be accepted after the date and time specified.

ADDENDUM TO RFP DOCUMENTS

 	ADDENDUM: #01
	THE CITY OF DALTON -REQUEST FOR PROPOSAL
	Project: Backstop Fencing and Netting Replacement for Heritage Point Park
	Date Issued: 10/10/2022
	Bid Date: October 17, 2022
	Bid Time: 3:00 pm
	Contract Action: Receipt of this ADDENDUM is required on page 17 of RFP document

Addendum No. 1 – The following changes to the Request for Proposal and clarifications are provided based on questions received and must be added/considered when completing your submittal:

Acknowledgement of receipt of this ADDENDUM is required on **page 17** of RFP document.

1. Page 6, first paragraph under Project Details shall read: Each field has seven posts. Four of the seven posts are twenty-five (25) feet tall. Three of the seven posts are ~~fifteen (15)~~ **sixteen (16)** feet tall. These posts will remain. Contactor will be expected to paint existing posts with appropriate paint prior to installation of fencing and netting. Posts that are twenty-five (25) feet tall have chain-link mesh and netting. Posts that are **sixteen (16)** feet tall only have chain-link mesh attached. Current chain link should be replaced with black, **6-gauge chain link wire** behind the batter's box, and **8-gauge** for the foul lines. Contractor should install crossbars every four feet to add additional support to the chain-link fence. Crossbars, tension wires, and hardware should be replaced and included in the total proposal price as well. Contractors are also expected to replace the current netting. **Currently, there is a tension wire at the top of the posts that attaches the netting. Four-inch horizontal crossbars should be installed in place of the tension wire at the top of the posts.** The contractor is expected to remove and dispose of materials.
2. Page 10, third paragraph shall read: On the attached proposal form, provide the lump sum price for a complete installation as described in the Contractor's proposal. **Additional price sheet is provided for contractors to submit pricing per pod on page 14.**
3. Page 18, checklist: remove the RFP Authorization Affidavit and shall read:
Checklist for Bid Documents
Failure to include all required documents will result in proposal being removed for consideration for award.
☒ Document Description
☒ Completed City Vendor Packet
☒ Solicitation Form (Page 1 of this Document)
☒ References of Past Similar Jobs

- ✓ Proposal Form and Price Sheet
- ✓ Vendor Affidavit and Agreement
- ✓ Checklist for Documents/Addenda Acknowledgement (this page)

Interpretations:

1. Would the City be interested in installing chain-link in place of the netting?
 - a. No, we are only interested in replacing the net as specified in the original RFP document.
2. What all do contractors need to include in with their proposal? Is the City Vendor Packet included in the RFP documents?
 - a. Contractors must include all documents listed in the checklist on page 18. Contractors must complete the city vendor packet. This can be found on the city's website: <https://www.daltonga.gov/finance/page/vendor-packets>. Contractors should complete the Service Packet.

Additional Information:



1. The City of Dalton is providing an additional price sheet form found after the proposal form. This form requests the contractor distinguish total cost per pod (East Pod – Field 1-5 and West Pod – Field 6-10).

BY:

Caitlin Sharpe

Parks and Recreation Director

ADDENDUM TO RFP DOCUMENTS

 	<p>ADDENDUM: #02</p> <p>THE CITY OF DALTON -REQUEST FOR PROPOSAL</p> <p>Project: Backstop Fencing and Netting Replacement for Heritage Point Park</p> <p>Date Issued: 10/12/2022</p> <p>Bid Date: October 17, 2022</p> <p>Bid Time: 3:00 pm</p> <p>Contract Action: Receipt of this ADDENDUM is required on page 18 of RFP document</p>
---	--

Addendum No. 1 – The following changes to the Request for Proposal and clarifications are provided based on questions received and must be added/considered when completing your submittal:

Acknowledgement of receipt of this ADDENDUM is required on page 18 of RFP document.

1. Page 6, the last sentence of first paragraph under Project Details shall read: **Currently, there is a tension wire at the top of the posts that attaches the netting. Contractors can propose their own method of attaching the net to the top. A tension wire or cross bars will be acceptable. Please include in the proposal of details as to why your proposed method will be the best approach.**

BY:

Caitlin Sharpe

Parks and Recreation Director