### CITY OF DALTON PUBLIC WORKS DEPARTMENT

#### GENERAL CONSTRUCTION AGREEMENT

THIS GENERAL CONSTRUCTION AGREEMENT is made and entered into on this <u>1</u> day of <u>November</u> , 20 <u>21</u> by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and Advanced					
Sports Group, LLC (ASG) , hereinafter referred to as "CONTRACTOR".					
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 on the project site located off of Hale Bowen Drive, Dalton, GA that shall be designated for the <u>Northeast Community Complex Soccer Fields</u>, hereinafter "subject property". Final Plat for the "subject property" is attached hereto as Exhibit 'A'.
- 2. USE OF PROPERTY: CONTRACTOR shall have use and possession of the subject property to complete the project: 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 Dalton Soccer Complex (Synthetic Turf Field Construction ONLY) from ASG which is included herein by reference and specifications provided in the CONTRACTOR's proposal attached hereto as Exhibit "B", and Pricing Proposal dated 10.14.2021 from ASG which is included herein by reference and the specifications provided in the CONTRACTOR's proposal attached hereto as Exhibit "C", hereinbefore and after

"the project".

- 4. DATE OF COMMENCEMENT: The CONTRACTOR shall commence work on the project within ten (10) days after receipt of the dated Notice to Proceed.
- 5. DATE OF COMPLETION: The CONTRACTOR shall complete the project on, or before, June 30<sup>th</sup>, 2022 .
- 6. CONTRACT SUM: The CITY shall pay to CONTRACTOR the total sum of \$\_1,551,275.22 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 \$\\_250.00\\_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 Public Works;
- (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;
- (1) 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 this Agreement without the prior written consent of CITY.

- 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.
- 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 given 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 300 W Waugh Street P.O. Box 1205 Dalton, GA 30722-1205

Such notice to CONTRACTOR shall be mailed to: Advanced Sports Group, LLC (ASG)

2105 Barrett Park Drive, Ste 108

Kennesaw, GA 30144

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.

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 guaranties 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 Proposal provided in SECTION: 00080 PROPOSAL FORM

#### 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 CONSULTANT's services shall be maintained in confidence and shall not be disclosed to any third party by CONSULTANT, without CITY's written authorization, except as may be required by the Georgia Open Records Act. CONSULTANT 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 CONSULTANT 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.

CONTRACTOR:	CONTRACTOR:
	By:
	Title:
CITY:	CITY OF DALTON, GEORGIA
	By:
	MAYOR Attact:
	Attest:CITY CLERK

#### EXHIBIT 'A'

RESERVED FOR THE CLERK OF SUPERIOR COURT

#### PLAT NOTES

#### CLOSURE STATEMENT

THE FIELD DATA UPON WHICH THIS SURVEY IS BASED HAS A CLOSURE PRECISION OF 1':23,442' AND AN ANGULAR ERROR OF 03" PER ANGLE POINT.

THE FIELD DATA WAS ADJUSTED USING LEAST SQUARES.

THIS PLAT HAS A CLOSURE PRECISION OF N/A.

#### <u>EQUIPMENT</u>

ALL FIELD MEASUREMENTS WERE MADE USING A SOKKIA IX1003 ROBOTIC TOTAL STATION AND SOKKIA SHC5000 FIELD CONTROLLER.

#### FLOOD STATEMENT

A PORTION OF THE SUBJECT PROPERTY <u>DOES</u> LIE WITHIN A 1% ANNUAL CHANCE SPECIAL FLOOD HAZARD AREA (100-YEAR FLOOD ZONE) AS SHOWN ON F.I.R.M. MAP NO. 13313C0137D, EFFECTIVE DATE 09/19/2007.

#### BASIS OF BEARINGS

BEARINGS ROTATED TO MONUMENTS FOUND AND SURVEY CONTROL POINTS LOCATED BY GPS OBSERVATION USING A SOKKIA GCX3 GNSS RECEIVER WITH A SOKKIA SHC5000 FIELD CONTROLLER OPERATING ON THE GEO++ REAL TIME GNSS NETWORK OPERATED BY eGPS SOLUTIONS, INC.

#### SOURCE OF TITLE

TITLE TO THE SUBJECT PARCEL IS CURRENTLY VESTED IN THE CITY OF DALTON, GEORGIA, BOARD OF EDUCATION PER DEED BOOK 3227, PAGE 19 (TAX PARCEL NO. 12-179-02-031) AND THE CITY OF DALTON PER DEED BOOK 2945, PAGE 157, DEED BOOK 2945, PAGE 161, AND DEED BOOK 3259, PAGE 71 (TAX PARCEL NO. 12-165-01).

#### <u>REFERENCES</u>

1. FRAZIER ACRES PLAT 1 / PROPERTY OF JOHN PLANZER BY R.E. SMITH DATED SEPTEMBER 4, 1945. (PLAT BOOK 1, PAGE 268)
2. SURVEY FOR CITY OF DALTON BY JOSEPH R. EVANS DATED NOVEMBER 11,

1997, REVISED JANUARY 30, 1998.
3. SURVEY FOR CITY OF DALTON BY JOSEPH R. EVANS DATED NOVEMBER 11, 1997, LAST REVISED DECEMBER 15, 1997.
4. PLAT FOR J&J INDUSTRIES, INC. BY N.B. DELOACH DATED OCTOBER 19, 1993. (DEED BOOK 4116, PAGE 277)
5. MINOR SUBDIVISION PLAT OF BRYAN SPENCE SUBDIVISION BY MITCHELL

LOWERY DATED FEBRUARY 9, 2017. (PLAT CABINET E, SLIDE 936)

#### ZONING INFORMATION

THE SUBJECT PROPERTY IS CURRENTLY ZONED R-2

BUILDING SETBACKS:
FRONT (MAJOR):
(MINOR):

(MINOR): SIDES: REAR:

#### GENERAL NOTES

1. THIS PLAT WAS PREPARED BY THE SURVEYOR OR UNDER HIS DIRECT SUPERVISION BASED ON AN ACTUAL ON THE GROUND SURVEY.

2. THE BOUNDARY CONDITIONS AND IMPROVEMENTS ARE CERTIFIED ONLY AS OF THE DATE OF PLAT PREPARATION AS LISTED IN THE TITLE BLOCK.

3. NO TITLE REPORT WAS PROVIDED TO LEWIS & ASSOCIATES LAND SURVEYING, LLC, NOR WAS AN INDEPENDENT TITLE SEARCH PERFORMED BY LEWIS & ASSOCIATES LAND SURVEYING, LLC. ALL MATTERS PERTAINING TO TITLE ARE EXCEPTED.

4. ALL DIMENSIONS SHOWN ARE HORIZONTAL GROUND DISTANCES
5. LEWIS & ASSOCIATES LAND SURVEYING, LLC DOES NOT CERTIFY AS TO THE
EXISTENCE OR NON-EXISTENCE OF ANY WETLANDS OR HAZARDOUS WASTE IN THE
SURVEY AREA. NO UNDERGROUND INVESTIGATIONS HAVE BEEN PERFORMED.
6. CERTIFICATION IS MADE ONLY TO THE PARTY(IES) NAMED ON THIS PLAT.
CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PARTY(IES) WITHOUT AN
EXPRESS RE-CERTIFICATION BY THE SURVEYOR.
7. THIS SURVEY PLAT MAY NOT BE REPRODUCED, SCANNED OR ALTERED IN ANY

WAY WITHOUT THE WRITTEN CONSENT OF LEWIS & ASSOCIATES LAND SURVEYING, LLC.

8. COPIES OF THIS SURVEY ARE NOT VALID WITHOUT AN ORIGINAL SEAL AND SIGNATURE. COPIES WITHOUT AN ORIGINAL SIGNATURE SHOULD BE CONSIDERED PRELIMINARY AND ARE NOT VALID FOR RECORDING OR CONDUCTING LAND TRANSACTIONS.

9. ALL IRON PINS SET TO BE 5/8" REBAR WITH YELLOW CAP BEARING THE REGISTRATION NUMBER OF THE SURVEYOR UNLESS NOTED OTHERWISE.

10. THE TERM "CERTIFICATION" AS USED IN RULE "180-6-092(2) AND (3)" AND RELATING TO PROFESSIONAL ENGINEERING OR LAND SURVEYING SERVICES, AS DEFINED IN O.C.G.A. 43-15-2(6) AND (11), SHALL MEAN A SIGNED STATEMENT BASED UPON FACTS AND KNOWLEDGE KNOWN TO THE REGISTRANT AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

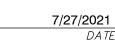
11. THIS SURVEY COMPLIES WITH BOTH THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE OFFICIAL CODE OF GEORGIA ANNOTATED (OCGA) 15-6-67, IN THAT WHERE A CONFLICT EXISTS, THE REQUIREMENTS OF LAW PREVAIL.

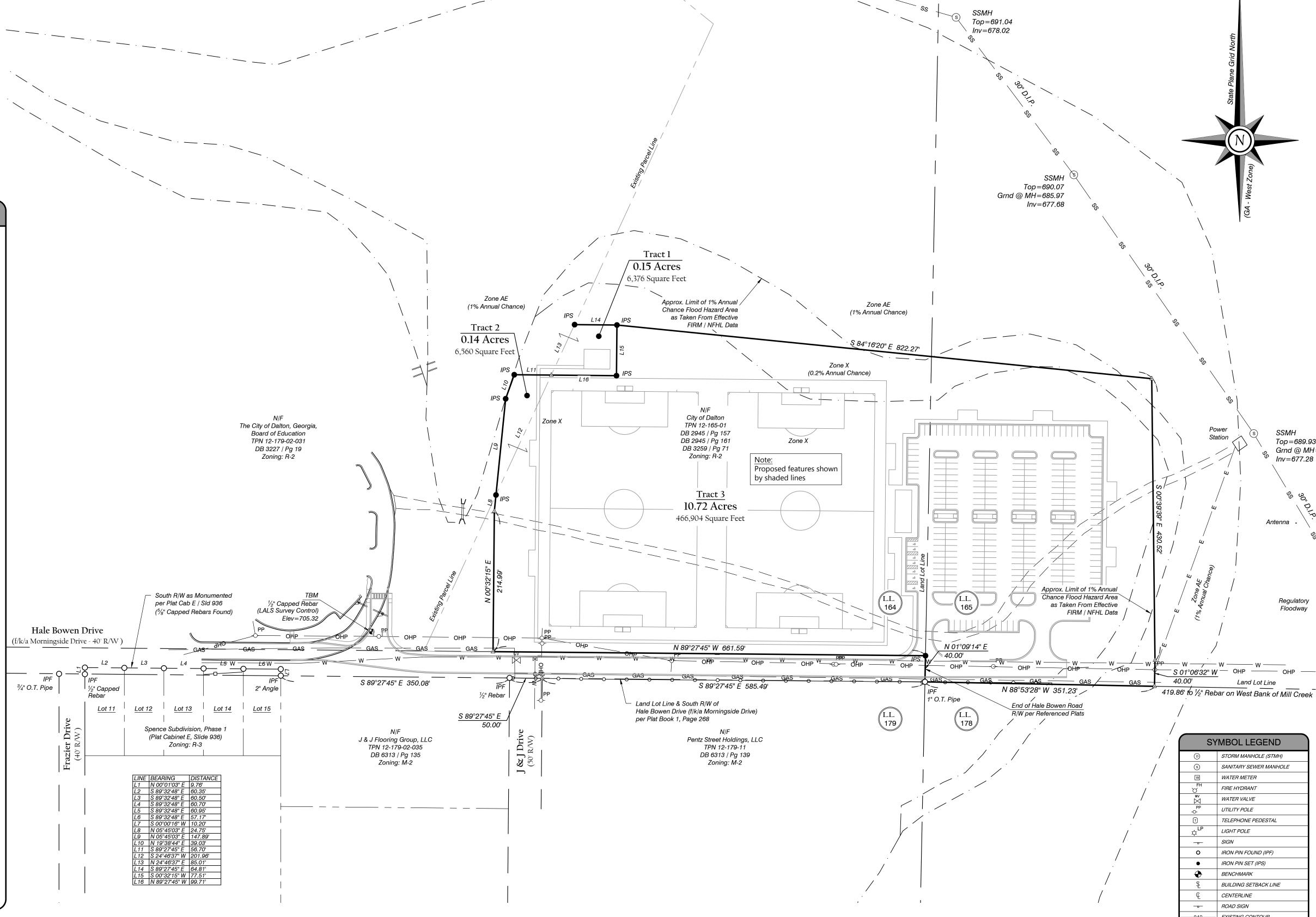
#### SURVEYOR'S CERTIFICATION

AS REQUIRED BY SUBSECTION (d) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67



CHRISTOPH<del>ER L.</del> LEWIS, PLS GEORGIA PLS #3063 / GEORGIA LSF #1169 TENNESSEE RLS #2824 / NORTH CAROLINA PLS #L-5329







GRAPHIC SCALE

80 0 40 80 16

(IN FEET)
1 inch = 80 ft.

TELEPHONE PEDESTAL
LIGHT POLE
SIGN
IRON PIN FOUND (IPF)
IRON PIN SET (IPS)
BENCHMARK
BUILDING SETBACK LINE
CENTERLINE
ROAD SIGN
EXISTING CONTOUR
STORM SEWER LINE
OVERHEAD POWER LINE
OVERHEAD TELEPHONE LINE
UNDERGROUND ELECTRIC
WATER LINE
GAS LINE
CHAIN LINK FENCE
GUY WIRE
OPEN TOP PIPE
CRIMPED TOP PIPE
POINT OF BEGINNING
POINT OF COMMENCEMENT
RIGHT-OF-WAY
DEED BOOK/PAGE
PLAT BOOK/PAGE
TAX PARCEL NUMBER
TEMPORARY BENCHMARK
CORRUGATED METAL PIPE
REINFORCED CONCRETE PIPE
TOP OF WALL
TITLE EXCEPTION REFERENCE

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THIS DRAWING AND DESIGN ARE THE PROPERTY OF THE CONSULTANT. THEY ARE NOT TO BE USED, REPRODUCED, COPIED, IN WHOLE OR IN PART, OR USE OF FURNISHING INFORMATION TO OTHERS, WITHOUT THE PRIOR WRITTEN CON-SENT OF THE CONSULTANT. ALL COMMON LAW RIGHTS OF COPYRIGHT AND OTHERWISE ARE HEREBY SPECIFICALLY RESERVED.

UNLESS THIS DRAWING IS STAMPED, SIGNED AND DATED BY THE SURVEYOR SHOULD BE CONSIDERED PRELIMINARY

GEORGIA PLS #3063

TENNESSEE RLS #2824

NORTH CAROLINA PLS #L-5329

GEORGIA LSF #1169

NORTH CAROLINA LSF #P-2042 GSWCC CERTIFICATION NO. 3115

RVEY DATE	1/6/21-1/9/21, 1/18/21		
RVEY CREW	DSM, CLL		
MPUTED BY	CLL, DSM		
E DRAWN	1/21/2021, 7/27/2021		
AWN BY	CLL, DSM		
CKED BY	CLL		
/ISIONS	REVISION DATE		

DRAWING FILE: 20–209 City of Dalton-Hale Bowen

DWG SCALE 1"=80'

PROJ. NO. 20-209

#### EXHIBIT 'B'

#### CITY OF DALTON, GEORGIA



#### REQUEST FOR PROPOSALS (RFP)

For PROJECT:

DALTON SOCCER COMPLEX (SYNTHETIC TURF FIELD CONSTRUCTION ONLY)

CITY OF DALTON
PO BOX 1205
DALTON, GEORGIA 30722

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#### SECTION 00010: REQUEST FOR PROPOSALS

NAME OF PROJECT: DALTON SOCCER COMPLEX (Synthetic Turf Field Construction Only)

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: "DALTON SOCCER COMPLEX – Synthetic Turf Field Construction, located on Hale Bowen Drive; East of Park Creek Elementary School. (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 complete turn-key synthetic turf field system for 2 fields. Contractors interested in submitting Proposals must obtain Request for Proposals (RFP) on City's website <a href="https://www.daltonga.gov/rfps">https://www.daltonga.gov/rfps</a>
Megan Elliott <a href="melliott@daltonga.gov">melliott@daltonga.gov</a> will be contact person for questions. <a href="melliott@daltonga.gov">All Proposers are required to email Megan Elliott to be added to the Plan Holders list.">https://www.daltonga.gov/rfps</a>

There is also an additional field in a separate RFP at Dalton Middle School. Please see City's website for this RFP information.

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 <a href="https://www.daltonga.gov/finance/page/vendor-packets">https://www.daltonga.gov/finance/page/vendor-packets</a>

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 to the City, taking into consideration the following evaluation factors which are listed in their order of relative importance:

- A. The Contractor's proposed synthetic turf system including durability, cost of ownership, specific application, player safety, warranty, and maintenance. (35 Points)
- B. The contractor's proposed lump sum contract price for full and complete construction of the Project in conformity with all requirements of the Contract Documents. (30 Points)
- C. The installer's qualifications, certifications, experience, and references in constructing and completing similar projects on schedule and within budget including at least five projects comparable in size and scope to this project. For purposes of this factor, the Project should not be more than 30 percent greater in scope or cost than the similar projects identified by contractor. (25 Points)
- D. The completeness and accuracy of proposals. (10 Points)

All Proposals must be clearly labeled "Sealed Proposal for Dalton Soccer Complex Project" properly signed, submitted in duplicate bounded and received by the City of Dalton Finance Department located at 300 West Waugh Street, Dalton, Georgia 30720 no later than 2:00 p.m. on the 15th day of March 2021.

A total of 2 proposals, tabbed, in bound notebooks are required. The City will receive such Proposals at such time and place. Proposals received after said time will not be accepted. At the discretion of the City, and 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 as set forth hereinabove.

THE CITY OF DALTON

End of Section 00010

SECTION 00020: INSTRUCTIONS TO PROPOSERS / SCOPE OF WORK

NAME OF PROJECT: DALTON SOCCER COMPLEX - Synthetic Field Construction

NAME OF OWNER: THE CITY OF DALTON, GEORGIA

The City wishes to install two new synthetic turf fields located just East of Park Creek Elementary School. An additional field, part of a different RFP will be at Dalton Middle School. The fields will be utilized year-round by the Dalton Parks and Recreation Department and Dalton Public Schools. The synthetic turf play surface for each field shall be 225' x 360'. The synthetic turf shall also extend 25' along each sideline and 30' into each endzone for a total dimension of 275' x 420'. A flush concrete curb 8" wide by 12" deep shall surround the fields. The fields shall include striping for football, soccer (full length field as well as cross-field for younger age groups, boys and girls lacrosse, DRPD / School logos, and names in each endzone. Field striping to be determined and approved during shop drawing submittal process by City and Landscape Architect.

Under a separate contract, the City of Dalton will prepare a compacted sub-grade at a depth determined by the Engineer. The awarded Contractor will take responsibility of prepared sub-grade for synthetic fields and then provide and install the stone base, drainage system, pads, nailer boards, turf, infill material and any other work required for a complete installation of synthetic fields.

It is the City's desire to install the highest quality, longest lasting synthetic turf system at these locations to facilitate year-round, daily use. The City's budget for this work is \$800,000 to \$1,000,000 per Field. The contractor's proposal shall include all information necessary to demonstrate why the installation of its product will provide the best available system for the intended use. Any proposed system shall meet all impact and safety requirements. The contractors are encouraged to provide as much pertinent information as possible to allow the owner to make a clear evaluation of the proposed system. At a minimum, the Contractor's proposal shall include the following:

**Synthetic Turf System:** The Contractor's proposal shall include a detailed description of its proposed synthetic turf system including information on player safety, impact ratings, durability,

cost of ownership, blade material / thickness, backing, seaming, drainage, thatch layer, edge details, infill material and installation.

#### **Synthetic Turf Minimum requirements:**

- Pile Height 2" min.
- Face Weight 52 oz. min.
- Shock pad w/ minimum thickness of 17 mm
- Rootzone/thatch layer included

(City encourages Proposer to propose better products and/or provide alternates to their pricing)

Stone base and drainage: The Contractor's proposal shall include a detailed section, layout and description of the proposed stone base and drainage system. The description shall include material type, thickness and pipe size / materials. The drainage system shall be designed to accommodate a one-hundred-year storm event without any stormwater leaving the perimeter of the turf. The drainage system may include french drains, perimeter drains, surface drainage inlets, etc. as designed and installed by the Contractor. Under a separate contract, a storm water connection will be installed in each corner of the field. The Contractor shall extend its drainage system to one or all of these locations as required.

Installer's Qualifications: The Contractor's proposal shall include the qualifications of its installer. Include a minimum of five similar installations in the southeastern united states. Provide Owner references, project values and locations and type of turf system. The proposal shall also include the installer's certifications from the manufacturer and professional associations, i.e., ASBA. Certified Field Builder (CFB) must be on site during entire field installation. CFB Certificate must be turned in with Bid Proposal.

**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.

**Maintenance:** The Contractor's proposal shall provide a description of any proposed maintenance program included in its lump sum price for each field. The proposal shall also include information for any additional maintenance programs that are available along with the proposed cost.

#### **Lump Sum Price:**

On the attached proposal form, provide the lump sum price for a complete installation of each field as described in the Contractor's proposal. The pricing for any additional warranties / maintenance programs, shall be offered under a separate form within the Contractor's proposal.

#### **Form of Agreement:**

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

End of Section

#### **CONTRACT ADDENDUM**

ADDENDUM NO.: 001

DATE ISSUED: March 2, 2021

BID DATE: Monday, March 15, 2021

BID TIME: 2 PM ET

BID LOCATION: City of Dalton Finance Department

#### **CONTRACTOR ACTION:**

- 1. Acknowledge receipt of this addendum by writing in "Addendum No. 1" on the Addenda Acknowledgement Form attached and including the executed form with the proposal submittal.
- 2. Please substitute paragraphs labeled with the headings 'Synthetic Turf Minimum Requirements', 'Stone base and drainage', and 'Installer's Qualifications' with the paragraphs included in the attached document labeled Section 00020 Substitutions.

#### **INTERPRETATIONS:**

Responses by the City of Dalton follow the questions in red font.

- 1. Please confirm that each firm submitting a proposal must have a General Contractor's license. No, the requirement for the General Contractor's license does not typically apply to single trade projects.
- 2. The RFP states "under a separate contract, the City of Dalton will prepare a compacted subgrade at a depth determined by an engineer." Can you please provide a specification and information on the depth of the stone base, drainage, etc.? Please see the typical drainage details attached. Contractor should utilize these typical sections as a reference to the City's preference, but the details can be modified for construction with approval by the City.
- 3. On page 6 of the RFP, it looks like the Owner is requesting that the Contractor be responsible for design-build of the stone base and drainage system. Can you please confirm the intent? Please see response to question #2 above. The Contractor is responsible for the design of the system as per the specifications in the RFP, but the typical drainage details attached are provided for reference.



- 4. Please confirm that the subgrade will be compacted to 95% upon arrival from the work done under the separate contract. Yes, the subgrade will be compacted to a minimum of 95%, by others.
- 5. What is the City's plan for utility infrastructure? Will there be needs for electrical, water, sewer, etc.? The City will have electric, sanitary sewer and water connections at the site. However, these trades will be performed under a separate contract.
- 6. If there are plans for lighting, can you provide the details for the conduit installation? How will that impact the field construction? This will be coordinated with the Contractor following the award of the turf contract, and after the design plans are completed. The conduit will be installed under a separate contract.
- 7. If there is a separate contract handling the clearing and mass grading operation, will the erosion control be in place upon arrival? Yes, the erosion control will be the responsibility of the separate site contractor and will be in place prior to mobilization of the turf contractor.
- 8. Since there are two (2) separate contracts, who is responsible for pulling Land Disturbance Permits and who is responsible for closing the project out once completed? All land disturbance work and permitting will be the responsibility of the separate site contractor.
- 9. On page 9 of the RFP it states that the "successful proposer will enter into a contract with the City of Dalton and the General Contractor." Please confirm if this is a typo. Yes, this is a typo. The successful proposer will enter into a contract with the City of Dalton only, not the GC.
- 10. Do you have a site drawing? Yes, please the site concept rendering attached.
- 11. Is it possible for proposers to visit the site before bidding? Yes, the proposers are allowed to visit the site prior to submitting a proposal. Please contact the City of Dalton for scheduling.
- 12. The minimum requirements for the turf states the face weight to be 52 oz min. Is there a different specification that shows the type of yarn to be used? Please see the 'synthetic turf preferences' that replaces the paragraph with the heading of 'synthetic turf minimum requirements' for the updated information.

BY:

Megan Elliott Project Engineer



#### Attachments:

- Section 00020 Substitutions
- Typical Drainage Details
- Addenda Acknowledgement Form
- Site Concept Rendering

###



#### **Section 00020 Substitutions**

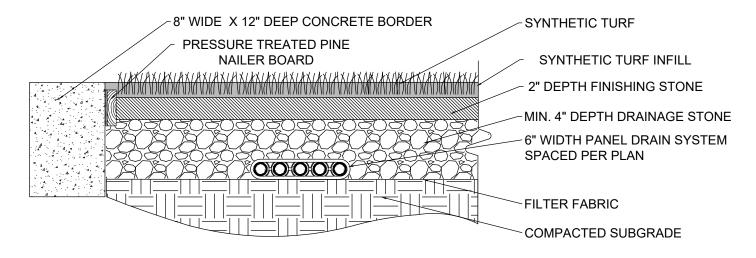
#### **Synthetic Turf Preferences:**

Pile Height 2" min.
Face Weight 46 oz. min.
Fiber Type: Slit Film & Monofilament
Shock pad w/ minimum thickness of 16 mm
Rootzone/thatch layer optional

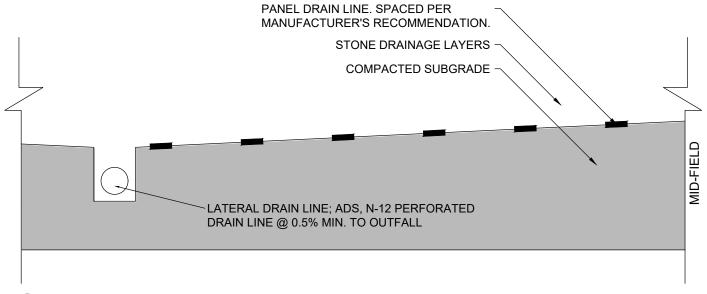
(City encourages Proposer to propose better products and/or provide alternates to their pricing)

**Stone base and drainage:** The Contractor's proposal shall include a detailed section, layout and description of the proposed stone base and drainage system. The description shall include material type, thickness and pipe size / materials. The drainage system shall be designed to accommodate a one-hundred-year storm event without any stormwater leaving the perimeter of the turf. The drainage system may include french drains, perimeter drains, surface drainage inlets, etc. as designed and installed by the Contractor. Under a separate contract, a storm water connection will be installed in each corner of the field. The Contractor shall extend its drainage system to one or all of these locations as required. The City has provided a typical drainage detail for the basis of design.

**Installer's Qualifications:** The Contractor's proposal shall include the qualifications of its installer. Include a minimum of five similar installations in the southeastern United States. Provide Owner references, project values and locations and type of turf system. The proposal shall also include the installer's certifications from the manufacturer and professional associations. Synthetic Turf Contractor must provide references for fields constructed in the state of Georgia. Synthetic Turf Council Membership and Certified Field Builder (CFB) are encouraged and will be noted during interviews, but are not mandatory.



# TYPICAL SECTION (SYNTHETIC TURF) NTS



TYPICAL SECTION (SYNTHETIC TURF)

#### ADDENDA ACKNOWLEDGEMENT FORM

Complex (Synthetic Turf Field Construction Only):	, acknowledge receipt of the following addenda for the Dalton Soccer
Addendin # 2	3-9-21
	Company Name: Advance Spots Grap LLC
A	Authorized Rep. Signature:
A	Authorized Rep. Title: Presiden

#### **DALTON SOCCER COMPLEX - SITE CONCEPT RENDERING**



#### **CONTRACT ADDENDA**

ADDENDA NO.: 002

DATE ISSUED: March 9, 2021

BID DATE: Monday, March 15, 2021

BID TIME: 2 PM ET

BID LOCATION: City of Dalton Finance Department

#### **CONTRACTOR ACTION:**

1. Acknowledge receipt of this addendum by writing in "Addendum No. 2" on the Addenda Acknowledgement Form.

#### **INTERPRETATIONS:**

Responses by the City of Dalton follow the questions in red font.

1. The RFP states the following under the 'Stone Base and Drainage':

The drainage system shall be designed to accommodate a one-hundred-year storm event without any stormwater leaving the perimeter of the turf.

Is the intent of the design for the field drainage base to have the storage capacity for a 100-yr storm event, or does the system just need to properly handle the event with infiltration and pipe size sufficient to convey the stormwater to the corners of the field? It is the intent of the turf drainage system design to properly infiltrate and convey the 100-year storm event to the separate site storm drainage system. The field subsurface drainage system is not expected to have the detention capacity for the full 100-year storm event. However, the design should be sufficient to allow the 100-year event to infiltrate without stormwater runoff sheet flowing across the field and outside the perimeter of the turf.

- 2. Can you please provide a construction timeline? The site design is scheduled to be completed and submitted for permit by 06/07/2021. The site package will involve a 30-day bid process with anticipated issuance of Notice to Proceed to the contractor of mid-July 2021 and a completion schedule of six (6) months.
- 3. In looking at the RFP, it states that the fields shall include striping for football, soccer and lacrosse. Will football goal posts be required, and if so do you have a manufacturer or model in mind? Please remove football striping from the scope of



work. It is not anticipated for football to be played on these fields, so there will not be a goal post requirement. In regard to the lacrosse and soccer striping, price the lacrosse package separately. The final striping packages will be negotiated during the interview process.

- 4. Will there be logos and lettering for the endzones specified prior to bid, or should this be presented in an allowance category? Also, will the endzones be green or will they have colors? The site design package is not complete, and this information will not be determined before proposals are due. Please include these options as alternates to your proposal.
- 5. Will the overall turf area be two (2) turf areas with the overall dimensions of 275' x 420', or is this to be one (1) turf area, 275' x 420', that is striped for two fields? The scope of the project includes two (2) turf areas that are 275' x 420' each. The final site design will most likely include a physical gap between the two (2) 275' x 420' fields of approximately 20'.

BY:

Megan Elliott Project Engineer



**SECTION: 00080 PROPOSAL FORM** 

**EXHIBIT "A"** 

NAME OF PROJECT: DALTON SOCCER COMPLEX - SYNTHETIC FIELD CONSTRUCTION

NAME OF OWNER: THE CITY OF DALTON, GEORGIA

NAME OF PROPOSED

**CONTRACTOR:** 

Advanced Sports Group LLC

(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: "DALTON SOCCER COMPLEX – Synthetic Field Construction", located East of Park Creek Elementary School (the "Project"). This Proposal is submitted in response to the City's Request for Proposals dated 2/15/21.

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 construct the two synthetic 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

Contractor as set forth in the Contract Documents, for the lump sum contract price of the lump sum contract price of the lump sum contract price of the lump sum contract price is allocated in its activation.

to the following elements of the work:

See Pricing Proposal dated 10-14-2021 for Final Contract Pricing included as Exhibit 'B'

(Proposer to hold pricing for 180 days for si ME 10/14/2021

Attached hereto, and incorporated herein as part of this Proposal, Contractor submit contractor's qualifications and proposed Synthetic Turf System. Contractor acknowledges that

\* Upgrave to Show Natural Play Ing: 11 ADD \$ 374,984.6

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 one hundred eighty (180) days following the date set forth in the Request for Proposals for receipt of Proposals by the City.

CONTRACTOR: Advanced Sports Group LLC

By:

Title: President

Sworn and subscribed to before me this

15th day of morch

, 2021.

NOTARY UBLIC

Commission Expiration: 7 | 2024

TRACY L ENGLISH
Notary Public, Georgia
Cherokee County
My Commission Expires
July 01, 2024

#### SECTION 00130 - Bid Bond

**EXHIBIT "B"** 

NAME OF PROJECT: DALTON SOCCER COMPLEX - SYNTHETIC FIELD CONSTRUCTION

NAME OF OWNER: THE CITY OF DALTON, GEORGIA

NAME OF PROPOSED

**CONTRACTOR:** 

Advanced Sports Group, LLC

(The "Contractor")

KNOW	ALL	MEN	BY	THESE	<b>PRESENTS</b>	that
Western Surety						
, as	Surety (the "S	Surety"), and _	Ac 2105 Barrett	dvanced Sports Grou Park Drive, Suite 10	p, LLC 8, Kennesaw, GA 30144	, as
Principal (the "Contrac	tor") are held a	and firmly bour	nd unto the Ci	ty of Dalton, Geor	gia (the "City"), pursuan	t to the
terms and conditions o	f this Bond (the	"Bid Bond") a	is set forth her	ein:		
	_					

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: "DALTON SOCCER COMPLEX – Synthetic Field Construction", located East of Park Creek Elementary School (the "Project").

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 15th day of March , 2021.

Advanced Sports Group, LLC

[CONTRACTOR]

[SEAL]

Witness

Sworn and subscribed to before me this March

15th day of

2021

TRACY L ENGLISH Notary Public, Georgia Cherokee County Commission Expires July 01, 2024

NOTARYPUBLIC

Commission Expiration:

Western Surety Company NAME OF SURETY

Sean McBride, Attorney-In-Fact

Sworn and subscribed to before me this

15th day of

March , 2021.

NOTARY PUBLIC

Commission Expiration: January 31, 2024

NOTARY PUBLIC - MINNESOTA My Commission Expires Jan. 31, 2024

[ATTACH PROPERLY EXECUTED POWER OF ATTORNEY]

# Western Surety Company

#### POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

#### Mary Jo Dingwall, Sean McBride, Carl Godziek, Michael J Jacobs, Individually

of Minnetonka, MN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

#### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 26th day of March, 2020.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota County of Minnehaha }

On this 26th day of March, 2020, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



one

J. Mohr, Notary Public

#### **CERTIFICATE**

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 15th day of March , 2021 .



WESTERN SURETY COMPANY

J. Relson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

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.

2.6.20

FURTHER AFFIANT SAYETH NOT.	
CAM	5.15.21
BY: Authorized Officer or Agent	Date
Advanced Sports Group LLC	
Contractor Name	
President	
Title of Authorized Officer or Agent of Contractor	
Josh Maner	
Printed Name of Authorized Officer or Agent	
Sworn to and subscribed before me	
This day of, 2021	
Notary Public	<u>-</u>
My Commission Expires: 11/2-24	
Cheroke	ENGLISH olic, Georgia de County desion Expires

July 01, 2024

\*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.

Authorization Date for EEV Program

Employment Eligibility (EEV) #

# COST OF OWNERSHIP





# SMART INVESTING DRIVES ADDITIONAL INCOME INTO YOUR COMMUNITY



A synthetic turf field is no small investment. However, it is an investment that can pay off. Shaw Sports Turf fields are an excellent way to create a steady revenue stream. With 24/7 availability and sports versatility, our fields can handle more tournaments and events per year than natural grass. The revenue generated from just one event can bring thousands of dollars into the community.

24/7

**SPORTS VERSATILITY** 

**REVENUE GENERATION** 



# SYNTHETIC SAVES

Your Shaw Sports Turf field can save you money over its lifecycle compared to a well-maintained natural grass field.

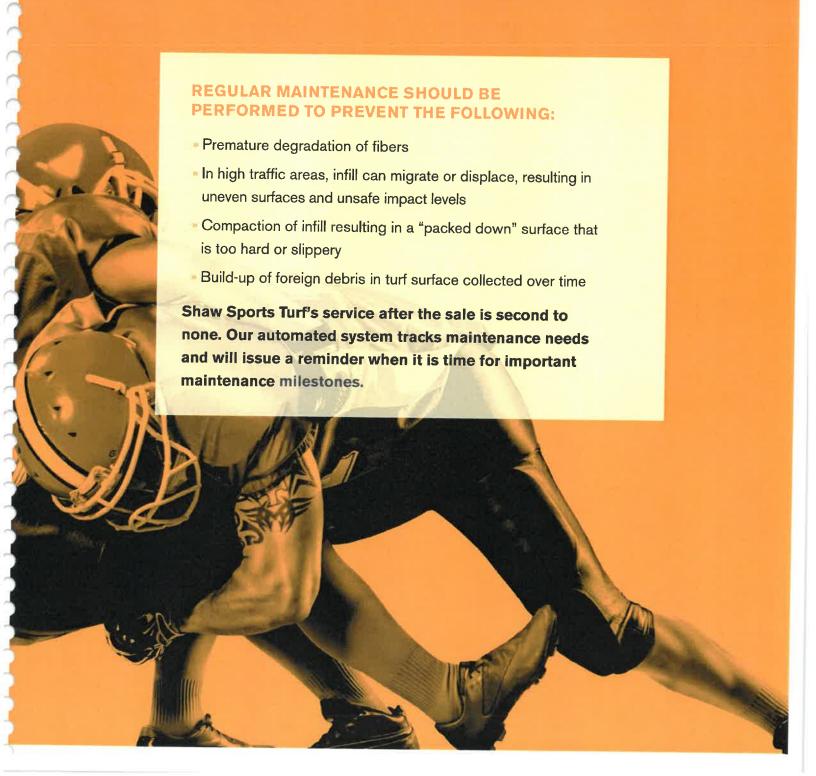
- No closing fields due to rain
- No water, pesticides or fertilizers needed
- No contaminated storm water runoff from pesticides and fertilizers
- Cooks and feels like natural grass
- Endures high traffic from every sport and easy to maintain
- Reduces carbon footprint

# FIELD MAINTENANCE PROGRAMS

Maximize and protect your investment.



Synthetic fields have commonly been promoted as maintenance-free. The truth is synthetic fields do significantly reduce the amount of maintenance. However, it is important for an owner to be realistic about what is necessary to maintain a playing surface to ensure its longevity, performance and safety.



# PRODUCT INFO







### WHAT IS LEGION?

As a combined monofilament and slit film system, Legion provides the best hybrid synthetic surface in the market. Legion steps up durability and performance to the next level. Bolt design gives much more to the natural aesthetic, ball control, and other critical surface requirements for high-end play.

### LONG-LASTING

monofilament & premium slit film fibers

### SINGLE NEEDLE CONSTRUCTION

for improved appearance & consistency

### ONE OF THE MOST DURABLE

products designed in the industry

### MINIMAL SIGNS OF WEAR

up through 80,000 cycles (32 YEARS of heavy use)

### VARYING PILE HEIGHTS

for complete customization to your requirements

### BOLT original fiber cross section



robust and durable

### FIBER

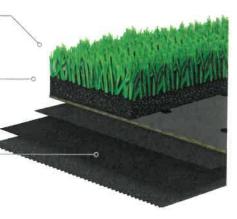
Dual fiber combination of Bolt monofilament + slit film

### INFILI

Mixture of materials (sand, rubber or natural) to create preferred performance characteristics

### ULTRALOC COMPOSITE BACKING

Multiple layers of backing



### **# LEGION PRO™ 2.0**



TEST	UNIT	SPECIFICATIONS
Linear Density - Denier Mono*	Denier	10,800
Linear Density - Denier Tape*	Denier	5,000
Thickness - Mono**	Microns	300
Thickness - Tape**	Microns	100
Break Strength - Mono***	lbs/force	20
Break Strength - Tape***	lbs/force	12
Elongation - Mono & Tape	%	> 30
Total Lead Content - Mono & Tape	ppm	< 100
Total Product Weight****	oz/yd²	74
Pile Yarn Fiber Weight**	oz / yd²	46
Primary Backing Weight**	oz/yd²	8
Secondary Backing Weight <sup>†</sup>	oz / yd²	20
Average Pile Height**	inches	2.0
Average Tuft Bind Strength	lb / force	>10
Tufting Gauge	inches	1/2
Average Grab Tear Strength	lb / force	> 200
g-Max	nisaliwatan namana n	< 120
Pill Flammability	and the second of the second	Pass
Infiltrometer (Drainage)	in / hr	> 25

Except where noted as a minimum or maximum, the above specifications are nominal. \* All values are ± 8% \*\* All values are ± 5% \*\*\* All values are ± 25% \*\*\*\* All values are ± 10% † All values are ± 3 oz











FIELD/LIME/FIELD



FIELD/OLIVE/OLIVE



FIELO GREEN























VEGAS GOLD





LAGOON BLUE

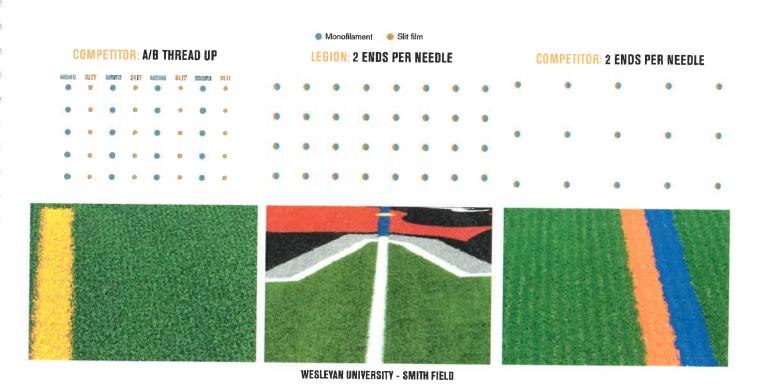


**NAVY BLUE** 

BLACK

### HYBRID THREAD UP COMPARISON

Shaw Sports Turf's Legion system is a unique Innovation. Combining two fibers into one hybrid product offers the best aspect of each—slit film's durability and monofilament's natural aesthetic. As a world-class manufacturer, Shaw Sports Turf takes pride in NO FIBER FAILURES to date. The images below demonstrate our superior single needle construction.





Vanderbilt University, Indoor Practice, Nashville, TN, Legion





\*Advanced Sports Group warranties and verifies the following system will meet or exceed the requirements needed for conveyance of the 100-year storm event. Onsite detention will need to be provided by the General Contractor responsible for the site development.

### **VERTICAL DRAINAGE BASE SYSTEM**

- A. Sub-grade shall be compacted to 95%
- B. A 4 oz. non-woven geotextile fabric shall be installed above the entire sub-grade and pipe trenches (below aggregate base). Fabric shall be AASHTO M288 Class II and shall at a minimum comply with specifications below;
- 1. Min. Grab tensile strength (ASTM-D-4632) 160 lbs
- 2. Max. Elongation (ASTM-D-4632)- 50%
- 3. Trapezoidal Tear (ASTM-D-4533-60 lbs
- 4. CBR Puncture Strength (ASTM-D-6241)-410 lbs
- 5. Apparent Size Opening (ASTM-D-4751)—70 US sieve
- 6. Permittivity (ASTM-D-4491)— 1.5 sec-1
- 7. Water Flow Rate (ASTM-D-4491)- 110 gpm/ft
- 8. UV resistance (ASTM-D-4355)- 70%/500 hrs
- C. Drainage Pipe:
- 1. 1" x 12" Flat Panel Pipes shall be ADS "Advanedge" 12" nominal size (800-821-6710),

RECOMMENDED MINIMUM TRENCH WIDTHS MIN. TRENCH WIDTH
26"
30"
34"
39" 4" SEPARA TION FROM BOYL OF SUB-GRADE TO TOP OF HOPE PIPE BOTT OF TRENCH TO BOTT OF HOME MANUTATION PER TABLES BELOW OR MANUTATION MA -12" COMPOSITE DRAIN (SEE DETAIL ON THIS SHEET) 12" COMPOSITE DRAIN 2", ONERHANG NITO TRENCH 2", PROVING 2" DROP PRIOR TO TERMINA TING (NO CONNECTION PIPE) PIPE DIAM. 12" 18" NOTE: 1% MIN. SLOPE SHALL BE MAINTAINTED, WHICH WILL RESULT IN A VARIED TRENCH DEPTH. PERFORATED DUAL-WALL HOPE. COLLECTION PIPE. (SEE PLAN WEW FOR SIZING). 21 NAV SUB-GRADE NON-WONEN GEO-TEXTILE FABRIC TO GEO-TEXTILED ALONG ENTRE SUB-GRADE (NOCLODING TRENCH) PROVIDING MIN. 36" OVERLAP. SYNTHETIC TURE AND INFILL -2" \$89 STONE -4" \$57 STONE TOP OF TURF 0.5% SLOPE SUB-GRADE 0.5% SLOPE 2"X6" PRESSURE TREATED NAILER (TOP FLUSH WITH TOP OF GRAVEL) 8" CONCRETE CURB-(SEE DETAIL ON THIS SHEET) - g

JDR "J-Drain MVPI" (770-442-1461), or approved equal.

2. 12" Dual-Wall HDPE shall be ADS "N-12 ST IB" (800-821-6710) or approved equal with Class II perforations conforming with AASHTO M252 for diameters between 3'' - 10'' and AASHTO M294 for diameters between 12'' - 60''.

D. Free-Draining Base Aggregate shall consist of 4" layer of washed #57-stone placed above geotextile fabric (see characteristics of #57-stone below):

1-1/2" Sieve 100%

1" Sieve 95 - 100%

1/2" Sieve 25 - 60%

#4 Sieve 0 - 10%

#8 Sieve 0 - 5%

E. Choker Aggregate shall consist of 2" layer of washed #89-stone placed above #57-stone (see characteristics of #89-stone below):

1/2" Sieve 100%

3/8" Sieve 90 - 100%

#4 Sieve 20 - 55%

#8 Sieve 0 - 15%

#16 Sieve 0 - 10%

#50 Sieve 0 - 5%

# SAFETY/PLAYABILITY





### field science

### WHAT IS PLAYABILITY:

Sports turf playability has been a subjective concept and a representation of "how the field plays". Historically, it has been hard to determine the playability of a field in an objective, unbiased way.

### THE RESEARCH:

Shaw Sports Turf set out to research what makes a great athletic playing surface. The goal was to develop not just the best artificial surface, but the best playing surface, period. The research has been a collaborative effort between the Shaw Sports Turf team, industry partners and academic efforts.

THE DATA: Shaw Sports Turf has been extensively benchmarking data on fields at the highest level for several years. The data obtained then led to the development of Shaw Sports Turf's *Playability Assessment Tool*. The tool tests a surface for ideal ranges in seven metrics. These 7 metrics objectively measure surface attributes related to stability, impact and rebound. The playability of a sports surface can be adjusted with changes to one or more of these aspects.

METRICS: Impact metrics, or how safe the surface is for contact or a fall, are represented by gMax and HIC (Head Impact Criterion). Stability metrics, metrics that are related to an athlete's footing and prevent against lower extremity injuries, are represented by Rotational Traction and Shear Vane. Finally, Rebound metrics, metrics that relate to how a surface feels to the athlete under foot, are represented in the chart by Energy Rebound, Vertical Deformation and Force Reduction. The Rebound metrics ensure that the athlete has a surface that will allow for peak athletic performance.

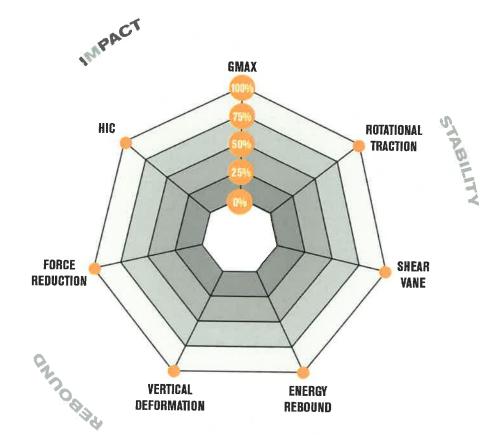


### interpretation

THE TOOL: The Playability Assessment Tool (patent pending) is an objective quantification of field playability, as it uses measurable metrics to describe "how a field plays". Research shows that what's important to one sport's performance, may not be as important to another.

The *Playability Assessment Tool's* most important benefit is the easy representation and visual assessment of the tests: the Playability Radar. The more the radar is filled out the better the field is as it hits more of the the metrics that are vital to the playability of the surface. In addition to that, it is a very unique test protocol that can be used on both natural and artificial fields.

### PLAYABILITY RADAR CHART





# WARRANTY/MAINTENANCE





### USAGE

# PROTECT THE FIELD

### PERMITTED PLAY ONLY

### The following items are prohibited:

- > soda, sports drinks, alcohol, > metal cleats or coffee, or any beverage other than water
  - other sharp objects that could penetrate the synthetic surface
- > food, peanuts, seeds, or gum
- > unauthorized vehicles
- > pets or other animals



the following applications:

- \* Pedestrian traffic and other similar uses



### DO's

Shaw Sports Turf systems are designed to resist both wear and exposure to the elements. However, there are additional precautions that can be taken to help extend the life of your field.

- » Control access to the synthetic turf system.
- » Keep the synthetic turf system and adjacent areas clean and free of litter, mud, and debris.
- » Post signs at all entrances to the field prohibiting smoking and carrying food or drink onto the synthetic turf system.
- » Observe load limits for static and rolling loads, especially when the surface is wet.
- » Maintain infill levels.

- » Use practice mats when possible or rotate practice drills to avoid wear in a single location.
- » Repair minor damage promptly.
- Inspect your field regularly for damaged seams, logos, and inlays. Follow suggested maintenance and cleaning procedures.
- Contact your Shaw Sports Turf representative promptly for assistance with repairs or any other technical details.



### **DON'TS**

Shaw Sports Turf systems are resilient, but not indestructible. This list outlines activities to avoid when owning an artificial turf field.

- Any unauthorized use
- Heavy static loads
- Fireworks, open flames, welding, etc.
- Storage of materials such as drums, lumber, equipment, etc.
- Golfing, shot putting, javelin, or discus throwing
- Long metal spike shoes
- Use of wire brushes in any form
- Use of cleaning equipment, materials, and methods not authorized by Shaw Sports Turf

- High-pressure water sprays exceeding 300 psi
- » Vehicles with non-pneumatic tires or tires inflated above 35 psi
- Introduction of infills or impregnated layers other than supplied or authorized by Shaw Sports Turf
- Use of bikes, lawnmowers, etc.
- Displace infill with direct water pressure

## FIELD EXPECTATIONS



### FIELD LIFE CYCLE

### **NEWLY INSTALLED**

After the field has been installed, all of the fibers will be upright and have an appearance similar to freshly cut grass. The field may appear a bit darker since the infill level is slightly higher and looser than it will be after use.



### **MIDLIFE**

After initial use, the fibers will establish a more grass-like appearance with the tips moving in multiple directions. The infill will also settle down to the field's specified level. The time frame for this change to occur varies based on the amount of use. Areas of the field with frequent play may have this appearance after as little as one season. Areas with less frequent play may take years to reach this appearance.



### **SEASONED**

After your field has been in use for several years, the fibers will lay over even more. Following our maintenance guidelines and maintaining proper infill height will help maintain the safety and performance qualities of your field even as these normal appearance changes take place.

# GROOMING/SWEEPING OF INFILLED TURE

Surface maintenance is a necessary process in preserving your Shaw Sports Turf playing field. Both the groomer and sweeper are vital pieces of equipment in assisting with the maintenance of your field. However, both machines have very different roles in helping to keep a well maintained field. The sweeper is used to remove debris in the form of trash and organic matter like leaves. A sweeper with a magnet will also remove ferrous material such as pins, snaps, cleats, etc. The groomer's role is to re-level irregularities within the infill and recondition the turf fibers by standing them up or altering the way fibers lay for better surface play. When grooming and sweeping the field, it is important to follow proper grooming patterns based on your field type. Only use approved maintenance equipment on your synthetic turf playing surface. If you do not have an approved synthetic turf groomer and / or sweeper, please contact your Shaw Sport Turf representative for pricing options.

### **ROUTINE GROOMING AND SWEEPING**

You may notice individual fibers that stand up from the turf after initial installation. These may be present around inlays, or they may be fibers that are pulled up during de-compaction. These fibers should not be pulled up because that can damage the turf. High fibers should simply be trimmed using scissors.



Routine grooming keeps the surface free from debris and also maintains your Shaw Sports Turf synthetic turf system at its optimum performance. Shaw Sports Turf recommends that every infilled turf system has a routine grooming after every 80-100 hours of use, or a minimum of once per month. Additional grooming may be necessary based on frequency or intensity of usage. Routine turf maintenance simultaneously achieves the following objectives:

- 1. Keeps infill layer uniform in its distribution
- 2. Recondition turf field fibers by standing them up
- 3. Helps remove litter, leaves, dirt, etc.
- 4. Consistent footing and ball bounce throughout the surface
- 5. Improves aesthetic appeal
- 6. Ensures maximum life expectancy

NOTE: Infilled turf systems can be groomed when slightly damp, but should not be groomed when wet/saturated. longevity and performance. Follow the instructions below to Your measured infill depth should then be compared to the

- 2. Slide center shaft down until it makes contact with turf backing
- 3. Place white foot plate on infill surface
- 4. Lift out and read gauge in inches
- 5. Note, you should check 2 or 3 areas at each location to get the
- 6. Check high wear areas more frequently as these areas are more frequently (see maintenance



displacement. Prior to adding infill, groom the field to



### **INFILL DECOMPACTION**

Some groomers come equipped with spring tines to be used to decompact the infill. Shaw Sports Turf recommends annual decompaction for high use fields. Fields that experience more typical levels of use should be decompacted every 3-4 years.

### **Bristle Type**

All equipment should have nylon or polypropylene bristles. The brush should not contain metal or wire bristles which can cause damage to the turf surface.

### **Brush Setting**

Proper grooming techniques require that the groomers brush be set down in the turf fibers resting just on top of the infill, so that the brush may redistribute infill evenly as it moves over the field. Do not set the brush so low that it digs into the infill or backing. If the bristles are set too low, the groomer will pull up excess infill resulting in an uneven playing surface. Make sure the wheels are supporting the weight of the groomer, not the bristles. (Proper set up method will depend on the model and type of equipment.)

For best results, always drag the groomer from one side of the field to the other, back and forth. Make sure to change directions (start at the opposite end of the field than the previous grooming) each time the field is groomed.

The sweeper will work best when the brush is set so that it barely touches the tips of the turf fibers, so as not to dig into



the infill. The sweeper is designed to removed debris in the form of trash and organic matter such as leaves and should be used as needed and prior to grooming. Much like grooming, drag the sweeper from one side of the field to the other, changing direction each time the field is swept.

### **Turf Loading Limitations**

Both sweeping and grooming will require multiple passes over the field to complete the operation. When driving a maintenance vehicle, be sure to make wide slow turns on the synthetic turf surface to avoid associated damage.

Maintenance equipment weighing over 300 lbs should use turf type low pressure tires (pneumatic tires) with a maximum tire pressure of 35 pounds per square inch (psi). (Parking vehicles on the turf is prohibited for extended periods of time.)

### **Exhaust Fumes**

For indoor use we recommend either electric or propane powered equipment. The type of fuel or power used by your equipment is of no major importance for outdoor use. However, if your equipment has an internal combustion engine, make certain that the hot engine exhaust is not discharged down toward the playing surface. Also check to make sure that your equipment is designed in such a way that a hot muffler or exhaust pipe cannot accidentally touch the turf surface. Hot objects, including engine exhaust can damage the field by melting fibers.

### Oil Spillage, etc.

Caution should be taken to prevent spilling, dripping, or leaking lubricating oil, gasoline, grease, transmission fluids, battery acid, break fluids, etc. on the turf surface during maintenance activities. Spills of this nature can stain or discolor the turf and cause damage to the turf fibers. The fluids listed above should not be allowed on the turf surface, proper maintenance procedures should be observed in this regard. Adding or changing fluids to maintenance equipment should be done in designated locations, never on the turf surface.

NOTE: When using any equipment on a new field, you may notice many loose fibers are collected. This is normal. The fibers are the result of the many seams and inlays on your field. The loose fibers will diminish after a few routine brushings.



### 866,703,4004

### 185 South Industrial Blvd. Calhoun, GA 30701 www.shawsportsturf.com

A A A A A A A A A A A A A A A A A A A

### Manufacturer's Limited Product and Installation Warranty

Shaw Contract Flooring Services, Inc. dba Shaw Sports Turf® endeavors to use the highest quality materials and the latest manufacturing techniques in the production of our Synthetic Turf products. Our products are manufactured within our product tolerances and installed in accordance with our specifications which permit Shaw Sports Turf® to offer a guarantee against defects in materials and workmanship with respect to Shaw Sports Turf® Synthetic Turf products and the installation of the Shaw Sports Turf® Synthetic Turf Products for a period of eight (8) years from the date of Substantial Completion.

The term Synthetic Turf, as used herein, shall include only the synthetic turf fibers and backings supplied by Shaw Sports Turf®.

Synthetic Turf is a consumable product and is subject to normal wear and tear, which is not a manufacturing defect and is not covered by this warranty. In addition to the factors mentioned above, wear and tear depends on, without limitation, the construction of the Synthetic Turf, the intensity of use of the Synthetic Turf and climate. Shaw Sports Turf warrants that the Synthetic Turf Fiber will be considered to have maintained UV stability if the weight of the Fiber shall not have decreased by more than ten percent (10%) per year according to ASTM standards, nor exceed fifty percent (50%) during the warranty period as a result of normal and ordinary wear and tear with properly maintained infill levels as required. The Fiber shall be stable to excessive fading and will fade in a uniform manner with no significant color variation except as affected by changes resulting from pile distortion, normal matting, and high wear areas.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LIMITED WARRANTY, THIS LIMITED WARRANTY SHALL NOT COVER ANY DEFECTS, FAILURE IN OR DAMAGE TO THE SYNTHETIC TURF THAT IS:

- due or attributable to intentional and unintentional abuse, misuse, negligence;
- installed, repaired, altered or replaced by any person not authorized by Shaw Sports Turf, damaged, directly or indirectly, including but not limited to, on account of, accident, vandalism, machinery, inappropriate footwear including track spiked shoes, metal spiked cleats, animals, misuse, fire, flood, war, chemical reactions, acts of God, static or dynamic loads exceeding Shaw Sports Turf specifications, improper cleaning methods or improper maintenance and grooming;
- exposed to light other than natural light or approved artificial light; or
- damage caused by excessive heat sources, engine exhaust, field heaters or other secondary reflective light.
- not maintained in accordance with Shaw Sports Turf® maintenance manual and recommendations, including the care and maintenance of the infill system and proper infill levels (if applicable). The purchaser shall keep a log of all maintenance performed on the Product and supply Shaw Sports Turf with a copy upon request. caused by normal and ordinary wear & tear or concentrated high wear areas
- attributable to the base and any and all resulting damage to the product arising therefrom due to, failure or improper design of the base. infiltration rates, depressions or settlement of the base, long term planarity and/or compaction of the base upon which the product is installed, improperly prepared subgrade or subgrade settlement.
- caused by thermal expansion and contraction of the sub-base, pad, drain tile or changes in the water table.
- results from use for any purpose other than those approved in writing by Shaw Sports Turf

THE EXPRESS WARRANTIES SET FORTH IN THIS LIMITED WARRANTY ARE IN LIEU OF AND EXCLUDE ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No person or party is authorized to create any obligation or liability for Shaw Sports Turf® and only the limited warranty expressed herein shall apply.

Shaw Sports Turf's obligations under this limited warranty are restricted to the repair or, at Shaw Sports Turf's sole option, replacement of all, or the affected parts covered herein. Shaw Sports Turf's liability under this limited warranty is limited to the non-prorated replacement value (based on an 8 year period) of the item to be repaired or replaced. IN NO EVENT SHALL THE OBLIGATIONS OF SHAW SPORTS TURF® UNDER THIS LIMITED WARRANTY EXCEED THE PURCHASE PRICE OF THE PRODUCT.

The remedy of repair or replacement set forth herein shall be the sole and exclusive remedy of the Warranty Holder and Shaw Sports Turf® shall have no other The remedy of repair or replacement set forth herein shall be the sole and exclusive remedy of the Warranty Holder and Shaw Sports Luri shall have no other obligations or liability in connection with any matter or thing, including without limitation, the condition or quality of the Synthetic Turf. WITHOUT LIMITATION OF THE FOREGOING, IN NO EVENT SHALL SHAW SPORTS TURF® BE LIABLE TO THE WARRANTY HOLDER OR ANY OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES CONNECTED WITH THE USE OF THIS PRODUCT, INCLUDING, WITHOUT LIMITATION, CLAIMS FOR DAMAGES RELATING TO PERSONAL INJURY, LOST TIME OR CONVENIENCE, LOSS OF USE OF THE PRODUCT, LOST PROFITS OR REVENUES, DOWNTIME COSTS, THE LOSS OF PERSONAL OR COMMERCIAL PROPERTY, THE COSTS OF TELEPHONE, TRAVEL OR LODGING, OR ANY OTHER DAMAGES.

Shaw Sports Turf® endeavors to handle all warranty claims promptly and professionally. The obligations of Shaw Sports Turf® under this Limited Warranty are conditional on Shaw Sports Turf® having been paid in full with respect to this project, including all change orders at the time of claim.

You, the Warranty Holder, will contact your Shaw Distributor or Shaw Sports Turf representative for claim service. Claims under this warranty must be submitted in writing and a detailed description of the issue, along with photographs showing the concern. The Shaw Sports Turf representative will file a claim via <a href="mailto:shawsportsturf.claims@shawinc.com">shawsportsturf.claims@shawinc.com</a> and submit the information you provided. A company representative will thoroughly evaluate your claim. If you have any questions contact Shaw Financial Services, P O Box 2128, Dalton, GA 30720 or by phone, 1-800-257-7429.

It is agreed that all claims by the Warranty Holder made under the foregoing limited warranty shall be invalid unless made in writing to Shaw Sports Turf® within eight (8) years from the date of Substantial Completion and within (30) days of learning of the defect giving rise to its claim.

This Limited Warranty is not transferable.  Issued to:  As Warranty Holder	Project Name:
Date of Substantial Completion:	
Expiry Date:	Signed:

4



March 15<sup>th</sup> , 2021

Advanced Sports Group, LLC 2105 Barrett Park Drive Suite 109 Kennesaw, GA 30144 RE: Dalton Soccer Complex

### "BASE WARRANTY"

To Whom It May Concern:

Advanced Sports Group, LLC hereby warrants and guarantees the basework and drainage portion of the work to the full extent provided for in the Contract Documents and to the full extent required of Contractor or Subcontractor by the law of the state of Georgia, without limiting the foregoing or any other obligation with respect to the Work.

other obligation with respect to the work.	
Contractor shall, at its sole cost and expense, make at the Work discovered by the Contractor, Architect or or within such longer period as malaw.	good any faulty, defective or improper parts of Owner within one (8) years from y be required by the Contract Documents or by
SIGNED:	DATE:
PRINT NAME:Josh Maner	TITLE: President



### **Maintenance Packages**

	QUARTERLY PLAN	
Visits per Year	Service	Cost per Visit
4	Deep clean, de-compact infill, brush, infill depth check over field.	\$0.00
·	Use LitterKat magnet to clean out metals and ferrous materials	7 0.00
As needed	Replace infill in high wear areas based on depth check	

### **Scope of Work Inclusions**

- Quarterly Visits (4 times per year)
- Supply deep clean of infill
- Leveling infill to maintain safe playing surface
- Remove ferrous materials from playing surface
- Clean & replace infill on an "as needed basis."
- Confirm infill depths
- Provide owner documentation

### **Scope of Work Exclusions**

- Site security
- Anything not specifically stated in our above scope of work
- Additional Infill if needed. Owner to purchase

Contractor Signature	Owner Signature
$\times$	X

# CERTIFICATIONS





# SYNTHETIC TURF COUNCIL

In consideration of

having met the pre-qualification requirements and having voluntarily agreed to abide by the provisions of

The STC Certification Program

Be it known that

# SHAW SPORTS TURE

is STC Certified as a Material Manufacturer and Supplier

This two year company commitment to be renewed in April 2021



By authority of the STC Board of Directors





# Certificate of Membership

This is to certify that

# **Shaw Sports Turf**

Is a Member of the Supplier Division of the

# American Sports Builders Association

for tennis courts, running tracks, synthetic turf fields, indoor and outdoor synthetic sports surfaces. It is recognized as a centralized source for technical information, including construction guidelines. a nonprofit association, is a national organization for builders, designers, and suppliers of materials



subject to the conditions set forth in the By-Laws of the Association. membership mark of the Association on all proper forms, notices, and advertising The membership hereby conferred entitles the above named to use the name and In Witness Whereof, The American Sports Builders Association has caused this

certificate to be executed and its seal affixed by the Chairman and Secretary on



Everyone is satisfied with their synthetic turf field when it is installed. **But, what about year 5** and beyond? Shaw Sports Turf's 450+ONE certification ensures the quality you expect and deserve to extend the life of your field without sacrificing performance.

AMERICAN-OWNED & MADE IN THE USA

EACH FIELD UNDERGOES A MINIMUM OF 450 QUALITY & PERFORMANCE TESTS
TO ENSURE YOU ARE GETTING A WORLD-CLASS PLAYING SURFACE

ALL QUALITY TESTS ARE DONE BY **FULL-TIME EMPLOYEES** OF SHAW INDUSTRIES GROUP, INC.

ALL MANUFACTURING IS DONE IN FACILITIES
WHOLLY OWNED AND STAFFED BY EMPLOYEES
OF SHAW INDUSTRIES GROUP, INC.

+ONE REPRESENTS OUR ASSOCIATES GOING ABOVE-AND-BEYOND THE REQUISITE TESTING
TO MAKE SURE YOU ARE COMPLETELY SATISFIED



# EXPERIENCE GA, AL, TN





A partnership between Advanced Sports Group and Shaw Sports Turf gives you expertise in selecting the artificial turf field of your choice and the peace-of-mind of knowing that it will be installed correctly and to the highest industry standard.

ASG's mission is to build recreational spaces for their communities, while building meaningful relationships.

Bringing over 20 years of experience to each project, Advanced Sports Group provides design consultation, permitting, estimating and overall project management to every job.

ASG not only self performs the builds for their athletic fields, but they are a licensed General Contractor HQ'd in North Georgia, capable of serving multiple states spanning the US. They have the resources to construct an entire recreational facility and can handle your project from start to finish.

ASG's core values are at the heart of every job they do. They focus on the relationship first, establishing trust with clients and stewarding their resources well. ASG takes care of their employees and sub-contractors and equips them to be successful. They run projects with excellence and professionalism; always looking ahead and never complacent and they prioritize communication to make sure the project runs smoothly.

Shaw Sports Turf, a Berkshire-Hathaway company, is committed to operating by the highest ethical standards at all times. Trust is at the center of everything Shaw Sports Turf does. In fact, the company's core values, which they live every day, are honesty, integrity and passion.

The Berkshire-Hathaway name is also a reassurance that Shaw Sports Turf is going to be here tomorrow. Their business is solid and they aren't going anywhere anytime soon. Shaw Sports Turf is the largest company in the synthetic turf industry which is both, American-owned, and offers products that are made in America.

Shaw Sports Turf has demonstrated industry leadership in both quality and innovation for more than two decades with over 3,500 successful installations, and an impressive list of high-profile installations, including the Arizona Diamondbacks, Texas Rangers, Miami Marlins, Baltimore Ravens, Cleveland Browns, Indianapolis Colts, Cincinnati Bengals and many others. Engineered for performance and safety, Shaw Sports Turf features a product line designed specifically to meet the needs of athletes and sports programs.

Working together to provide customers with start to finish experience that is second to none.



GAME shaw





SQ. FT	CONTACT	PHONE	SPORT	
		205 2 10 444 1		FIELD A
	Derrik Mayfield	305-348-6301	Multi	2007
	Topher Roberts  Damon Raines	404-894-1688	Football	2010
	Shawn Teske	706-965-2297	Football	2011
		404-894-6689	Football	2011
	Rick Nehisel	859-380-4530	Multi	2011
	Rankin Fowlkes	901-260-1306	Baseball	2011
	Mike Madagan	352-588-8224	Multi	2012
	Chris Tierney	540-429-4901	Multi	2012
	Mitch Jordan	678-462-8231	Multi	2013
	Scot Sherman	864-382-9062	Multi	2013
	Jerry Hood	205-516-9352	Multi	2014
	Tony Carlson	770-403-1270	Multi	2014
	Tony Carlson	770-403-1270	Baseball	2015
	Tony Carlson	770-403-1270	Basebal!	2015
116,525	Tony Carlson	770-403-1270	Baseball	2015
	Tony Carlson	770-403-1270	Baseball	2015
94,761	Kings Ridge School	770.754.5738	Football	2015
96,094	Eddie Guth	706-266-0058	Multi	2015
85,102	David Chinn	540-231-2269	Indoor	2015
96,847	Steve Cochran	251-380-8217	Multi	2016
95,300	Tom Kleinfein	912-478-5047	Football	2016
96,000	Russell Cooper	770-557-4963	Football	2016
12,456	Rick Nafe	727-825-3195	Multi	2017
	Athletic Director	706-876-4916	Multi	2017
	David Lowery	770-993-1650	Multi	2017
	Michael Justus	770-324-4430	Multi	2017
	Brian Borden	404-275-9901	Multi	2019
	Pankaj Daiya	770-608-7098	Multi	
	Pankai Daiya	770-608-7098		2019
	Pinokaj Daiya	770-608-7098	Multi	2019
	Tony Wright	912-682-8706	Multi	2019
	Bill Settle	The second secon	Multi	2019
	John McMurray	229-205-7814	Multi	2019
		904-588-3384	Multi	2019
	Greg Hight	770-383-7396	Multi	2019
	Scott Steiding	925-413-5208	Soccer	2019
-	Paul Thomas	404-323-0573	Lacrosse	2019
	Chuck Scott	229-347-2614	Multi	2019
	Glenn Boorman	770-822-8873	Football	2020
	Michael Justus	770-324-4430	Multi	2020
186,500 N	Mike lezzi	404-391-5482	Soccer	2020
82,500			Baseball	2020
106,766			Multi	2020
203,327			Baseball	2020
81,160			Multi	2021
106,000 K	(yle Reese		Baseball	2021
149,393			Multi	2021
75,600				

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INSTALLATIONS	700	-1							
INSTALLATIONS ast Forsyth HS (Stadium)	TYPE	CITY	STATE	Product	SQ, FT	CONTACT	PHONE	SPORT	FIELD A
#st Forsyth HS (Stadium) Add'l Turf	Public High School	Gainesville	GA	Momentum HP	91,99	5			2021
Vilson Central HS Indoor	Futilic High School	Gainesville	GA	Momentum HP	50:	2			2021
	Public High School	Lebanon	TN	Momentum HP	10,469	5	615-444-3284	Multi	2021
raly Socser Complex F1		Dallas	GA	Legion HP	67,64	3	470-557-5792		2020
raly Soccer Complex F2		Dallas	GA	Legion HP	67,64	3	470-557-5793		2020
iverbend Correctional Facility		Milledgeville	GA	Momentum HP	28,500	)			2020
uburn Rec Field-Field #2	College	Auburn	AL	Legion Pro	119,850			Multi Sport	2020
uburn Rec Rugby Field-Field #1	College	Auburn	AL	Legion Pro	115,675	5	334-844-0023	Multi Sport	
ob Jones High School	Public High School	Madison	AL	Legion HP	101,414		337-047-0023		2020
rook Run Park- Field 2	Sports Park	Dunwoody	GA	Momentum SD				Multi Sport	2020
rook Run Park- Field 1	Sports Park	Dunwoody	GA	Momentum SD	93,100				2020
ookeville High School		Cookeville			93,100				2020
dwards Park- Fld 7	Sports Park		TN	Legion HP	77,500				2020
dwards Park- Fld 8		Dalton	GA	Legion HP	87,730				2020
	Sports Park	Dalton	GA	Legion HP	79,825				2020
artiey Field	Elementary School	Macon	GA	Fields	90,283		410-207-5279	Multi Sport	2020
iverbend Correctional Facility	Prison	Milledgeville	GA	Momentum HP	28,500			Multi Sport	
hattanooga Christian School	Private School	Chattanooga	TN	Legion Pro	140,000			maid Sport	2020
eorgia Tech - Grant Field	College	Atlanta	GA	Legion NXT	83,822				2020
ullers Park	Sports Park	Marietta	GA	Momentum HP				Football	2020
ary Pirkle Park	Sports Park	Sugar Hill			70,052		470-557-5792		2020
norty Howell Park			GA	Momentum SD	149,393		470-557-5792		2020
herakee High School	Sports Park	Duluth	GA	Momentum HP	130,882				2020
	Public High School	Rogersville	TN	Legion HP	78,257				2020
olunteer High School (Baseline)	Public High School	Church Hill	TN	Legion HP	76,871	Thomas E. Floyd Jr.			2020
ort Benning		Fort Benning	GA	Mamentum HP	15,609				
ount Paran	Private School	Kennesaw	GA	Legion HP	115,525			Danahali .	2020
ount Paran Lower Field	Private School	Kennesaw	GA	Legion Pro	89,392			Baseball	2020
ountain View Middle School	Public School	Kennesaw	GA GA				4 4	Baseball	2020
ussel County High School BB & SB	Public High School	Seale		Legion HP		Tim Thomsen	tim_thomsen@sumner	Multi Sport	2020
iliahoma			AL	Momentum SD	54,123		601-416-4767	Baseball/Softball	2020
ustin Peay Indoor Fields	Army	Tullahoma	TN	Elevate w/ Cushion	3,000				2020
reen Hills Baseball Indoor	College	Clarkville	TN	Legion HP	30,971		615-459-6993	Football	2020
The Contract of the Contract o	Public High School	Mt Juliet	TN	Game Changing 5mm	7,500		615-444-3782	Baseball	2020
reen Hills High School	Public High School	Mt. Juliet	TN	Powerblade Pro	88,041		615-444-3382	Baseball	-
een Hills Indoor	Public High School	Mt Juliet	TN	Momentum SD	10,350				2020
reen Mills Mourid & Halo	Public High School	Mt. Juliet	TN	Momentum SD	4,035		615-444-3282	Baseball	2020
omewood High School Practice	Public High School	Homewood	AL				615-444-3282	Baseball	2020
sper Indoor	Public High School	Jasper	AL	Legion NXT	39,974		205-871-7154		2020
banen High School indoor				Momentum SD	9,300		205-276-4980		2020
County High School Baseball	Public High School	Lebanon	TN	Momentum HP	8,109		615-444-3283		2020
	Public High School	Fayet eville	ŤN	SpikeZone Pro	24,943		931-433-6505	Baseball	2020
b Junes High School	Public High School	Madison	AL	Legion HP	101,414		205-276-4380		2020
mes Clemens High School	Public High School	Madison	AL	Legion HP	103,128		205-276-4381		
e Stadium		Madison	AL	Legion HP	100,901		205-276-4382		2020
chard Siegal Soccer Complex Field 1	Sports Park	Murfreesboro	TN	Legion Pro					2020
chard Siegal Soccer Complex Field 2	Sports Park	Murfreesboro	TN		93,100		615-890-5333	Soccer	2020
atertown High School Indoor				Legion Pro	93,100		615-890-5333	Soccer	2020
rburn Rec Multi Sport- Field 3		Watertown	TN	Momentum HP	8,342		615-444-3282		2020
sper High School		Auburn	AL	Legion Pro	119,850	Jennifer Jarvis	334-844-0023	Multi Sport	2019
		Jasper	AL	Legion HP	98,686	Jonathan Jordan	205-221-9277		2019
shler High School	Public High School	Tuscumbla	AL	Legion Pro	93,944	Wynn Vinson	601-416-4767		2019
endship Christian School	Private High School	Lebanon	AL	Legion HP		John McNeal	615-449-1573		
hens Wellness Center	Gym	Athens	AL	PowerBlade Pro		Wynn Vinson			2019
b Jones High School	Public High School	Madison	AL				601-416-4767		2019
burn Rec Softball Field #4		Auburn	AL	TruHop		Jared Smith	256-772-2547	Baseball	2019
burn Rec Softball Field #5				TruHop		lennifer Jarvis	334-844-0023	Multi Sport	2019
endship Christian School		Auburn	AL	TruHop	11,525	lennifer Jarvis	334-844-0023	Multi Sport	2019
		Lebanon	AL	Legion HP	8,400	lohn McNeal	615-449-1573		2019
b Jones High School	Public High School	Madison	AL	Momentum HP	3,285	lared Smith	256-772-2547	Softball	2019
er Atlanta Soccer	Sports Park	Atlanta	GA	Legion Pro	220,000 5	Scott Steiding	770-379-8500		
odland High School	Public High School	Cartersville	GA	Legion HP		osh Manor	470-557-5794	Soccer	2019
airsville High School		Adalrsville	GA	Legion HP		osh Manor			2019
s High School		White	GA				470-557-5794		2019
orth County High School		Sylvester		Legion HP		osh Manor	470-557-5794		2019
ge Lacrosse Complex			GA	Legion SD	90,080				2019
anta Silverbacks Replacement		Atlanta	GA	Legion HP	79,906			Lacrosse	2019
anta Silverbacks Replacement		Doraville	GA	Momentum HP	79,350 8	Ben Wood		Soccer	2019
·		Ooraviile	GA	Momentum HP	79,350 B			Soccer	2019
mbs County High School	Public High School	yons	GA	Legion NXT		III Benton	912-293-5550		
nt Hickory Park	Sports Park	Sallac	GA	Legion HP		ward of Commissioners of			2019
t Side Elementary Schoool		Aorietta	GA	Momentum HP		Maria Clark			2019
ford Park Elementary School		tlenta	GA				770-578-7200	Multi Sport	2019
tow County Parks and Recreation		artersville		Legion HP		rian Borden			2019
tlefield Airmen Outdooe			GA	TruHop		osn Manor	470-537-5794	Baseball	2019
odland High School		Voodstock	GA	SpikeZone Pro	17,079 D		706-847-8546		2019
		artersville	GA	Legion HP	2,230 Jo	osh Manor	470-557-5794		2019
th County High School- Additional Roll		ylvestar	GA	Legion SD	1,669				2019
silton Crossing Park	Sports Park (	artersville	GA						
th Atlanta High School	Public High School A	tianta	GA						2019
and High School		turfreesborg	TN	Legion NXT	100 401 V	svin Care:	E1E 004 3700		2019
- Scrappy Moore Field		hattanooga	TN		100,403 K		615-904-3780		2019
in County High School		laynardville		Legion Pro	92,160 U	IC .		Practice Football	2019
am G Cooke Memorial Park			TN	Legion HP	87,879				2019
am G Cooke Memorial Park		thens	TN	Legion HP	84,547				2019
The state of the s		thens	TN	TruHop	32,058				2019
eruty of the South	College S	ewanee	TN	TruHop		larty Hawkins		Basebali	
am G Cooks Memorial Park		thens	TN	TruHop	22,605	,		pasengli	2019
de .		alls	TN						2019
dale High School		urfreesboro		Legion HP	18,165				2019
ner-Cedar Stone Field			TN	SpikeZone Pro			615-890-6450	Baseball	2019
ner-Cedar Stone Field		nyrna	TN	TruHop	12,020 M	ike Moss	615-260-4961	Basebail	2019
		nyrna	TN	TruHop	12,020 M		615-260-4961	Baseball	
	Sports Park Sr	nyrna	TN	TruHop	12,020 M				2019
ner-Cedar Stone Field	photot atk								
ner-Cedar Stone Field Der-Cedar Stone Field		nyma	TN	ТлиНор	12,020 M		615-260-4961 615-260-4961	Baseball Baseball	2019

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INSTALLATIONS	TYPE	CITY	CTATE	P					
Calvary Chapel	Church	Chattanooga	STATE	Product	SQ. FT	CONTACT	PHONE	SPORT	FIELD AG
Riverdale High School	Public High School	Murfreesboro	TN	Momentum HP	7,680				2019
Andalusia High School Stadium	Public High School	Andalusia		Momentum HP		Barry Messer	615-890-6450	Softball	2019
New Thompson High School Stadium	Public High School		AL	Legion		Andy Wiggins	334-222-3312	Football	2018
Thompson HS- Stadium	High School	Alabaster	AL	Momentum		Vincent Pitts	205-685-6700	Football	2018
New Thompson HS - Indoor Practice		Alabaster	AL	Momentum SD		Vincent Pitts, Athletic Dire	205-685-6700		2018
	Public High School	Alabaster	AL	Momentum	19,200	Vincent Pitts	205-685-6700	Football	2018
Thompson HS- Indoor Pracrice	High School	Alabaster	AL	Momentum SD	19,200	Vincent Pitts, Athletic Dire	205-685-6700		2018
Thompson H5- Additional Turf	High School	Alabaster	AL	Momentum SD		Vincent Pitts, Athletic Dire			2018
Thompson HS- Batting Cages	Public High School	Alabaster	AL	Momentum		Vincent Pitts	205-685-6700	Basebali	
Thompson HS- Batting Cages	High School	Alabaster	AL	Momentum SD		Vincent Pitts, Athletic Dire		разеран	2018
Brook Run Park East Field	Parks & Recs	Dunwoody	GA	Mamentum		Brent Walker			2018
Brook Run Park East Field		Dunwoody	GA	Momentum SD			678-382-6850	Multi	2018
FC- South Forsyth High School		Cumming	GA			Brent Walker	678-382-6850		2018
FC- Central Forsyth High School		Cumming		Momentum HP		Tom Wenning	770-887-2461		2018
Brook Run Park West Field			GA	Momentum HP		Tom Wenning	770-887-2461		2018
FC- West Forsyth High School		Dunwoody	GA	Momentum SD	97,000	Brent Walker	678-382-6840		2018
Lambert High School		Cumming	GA	Momentum HP	91,725	Tom Wenning	770-887-2461		2018
		Suwanee	GA	Momentum HP	91,725	Tom Wenning	770-887-2461		2018
FC- North Forsyth High School		Cumming	GA	Momentum HP	88,885	Tom Wenning	770-887-2461		2018
Lakepoint Mound Turf	Sports Complex	Calhoun	GA	Elevate	3,094			Baseball	2018
West High School	Public High School	Knoxville	TN	Legion		Steve Killian	(865) 594-4491	Multi	
Vestavia Hills High School Baseball	Public HS	Vestavia Hills	AL	TruHop	120 822	Jamie Harris			2018
Spain Park High School	Public High School	Hoover	AL	Legion		Patrick Kellogg	205-296-9224	Baseball	2017
Hoover High School	Public High School	Hoover	AL				205-439-1400	Multi	2017
Cherokee County - Veterans Park	Parks & Rec	Canton		Legion		Andy Urban	205-439-1233	Multi	2017
Franklin Road - Field 1 *			GA	Legion		Bryan Reynolds	770-924-7768	Multi	2017
Franklin Road - Field 2 °	Parks & Rec	Marietta	GA	PowerBlade Pro	100,000	Mike Singleton	678-614-9172	Soccer/Lacrosse	2017
	Parks & Rec	Marietta	GA	PowerBlade Pro	100,000	Mike Singleton	678-614-9172	Soccer/Lacrosse	2017
Franklin Road - Field 3 *	Parks & Rec	Marietta	GA	PowerBlade Pro		Mike Singleton	678-614-9172	Soccer/Lacrosse	2017
UGA IAF Field 2	College	Athens	GA	PowerBlade SD	49,898			Multi	
Fellowship Christian School	Private High School	Roswell	GA	Legion	-	David Lowery	220.002.1002		2017
Dalton High School Indoor Field	Public High School	Dalton	GA	Momentum		Commission of Lands	770-993-1650	Multi	2017
Mt. Juliet High School	Public High School	Mr. Juliet	TN	Momentum		Athletic Director	706-876-4916	Multi	2017
Dyersburg High School Indoor	High School	Dyershung	TN			Lou Warner	515-490-6664	Baseball	2017
Satsuma High School	Public High School			Momentum		Sandy Baker	731-286-3600	Soccer/Lacrosse	2017
Auburn University - Band Field		Satsuma	AL	Momentum	96,847	Steve Cochran	251-380-8217	Multi	2016
Leeds High School	College	Aubum	AL	Momentum	87,647	Dr. Rick Good	334-844-4166	Band	2016
	Public High School	Leeds	AL	PowerBlade SD	81,070	Lee Gibson	705-599-4510	Multi	2016
Bremen High School Football Stadium	Public High School	Bremen	GA	Legion	96,000	Russell Cooper	770-557-4963	Football	2016
Georgia Southern	College	Stateboro	GA	Legion	95,300	Tom Kleinlein	912-478-5047	Football	2016
Cherokee County - Hobgood Park	Parks & Rec	Woodstock	GA	Legion		Brian Reynolds	770-924-7768	Multi	+
Lanierland Park - Field 2	Parks & Rec	Dawsonville	GA	Momentum		Jim Pryor	The state of the s		2016
Lanierland Park - Field 4	Parks & Rec	Dawsonville	GA	Momentum			770-781-2215	Multi	2016
Lanierland Park Field 1	Parks & Rec	Dawsonville				Jim Pryor	770-781-2215	Multi	2016
Georgia Southern - A. Clements Stadium			GA	Momentum		Jim Pryor	770-781-2215	Multi	2016
Arlington High School	College	Statesboro	GA	Momentum	32,851	Tom Kleinlein	912-478-5047	Baseball	2016
	Public High School	Arlington	TN	Legion	93,855	Adam Sykes	901-867-1541	Multi	2016
Vanderbilt University - John Rich Practice Field	College	Nashville	TN	Legion	75,000	Ed Higgins	615-974-8906	Football	2015
Dyer County Multi-Use Facility	Sports Centers	Dyersburg	TN	Momentum	20,100	Preston Ozment	731-627-2229	Multi	2016
Hemdon Park (3 Fields)	Parks & Rec	Mobile	AL	PowerBlade HP		Shannon McIntyre	251-208-7635	Multi	
Sheffield High School	Public High School	Sheffield	AL	Momentum		Kelvin Matthews	901-416-2370		2015
Darlington School	Private	Rome	GA	PowerBlade Pro		Eddie Guth		Multi	2015
piscopal Day School	Private	Augusta	GA				706-266-0058	Multi	2015
(ing's Ridge	Private	Alpharetta		Momentum		Athletic Director		Multi	2015
akePoint Sports			GA	PowerBlade Pro			770-754-5738	Multi	2015
akePoint Sports		Emerson	GA	Truhop			770-403-1270	Baseball	2015
	Sports Centers	Emerson	GA	Truhop	116,525 T	Tony Carlson	770-403-1270	Baseball	2015
akePoint Sports	Sports Centers	Emerson	GA	Truhop	116,525 T	Tony Carlson	770-403-1270	Basebali	2015
akePoint Sports	Sports Centers	Emerson	GA	Truhop	116,525 T		770-403-1270	Baseball	
Alcoa High School	Public High School	Alcoa	TN	Momentum			865-982-4631		2015
Houston High School	Public High School	Germantown	TN	Momentum				Multi	2015
lay-Chalkville High School		Clay	AL	Momentum			901-359-6497	Multi	2015
ieorgia Tech - Roe Stamps Field		Atlanta					205-516-9352	Multi	2014
akePoint Sporting Community			GA	Momentum	163,175 Ju		404-894-3987	Multi	2014
loswell Area Park #2		Emerson	GA	PowerBłade Pro			770-403-1270	Multi	2014
Icoa High School		Roswell	GA	Legion	73,730 Je	eff Pruitt	770-641-3705	Multi	2014
oost Fit Club	Public High School		TN	Legion	79,919 Jo	osh Stephens	865-804-1679	Football	2014
	Sports Centers	Nashville	TN	Momentum	26,952 Jo		515-496-4736	Multi	2014
hristian Brothers High School	Private	Memphis	TN	Legion	92,400 M		901-598-4815	Football	
nsworth School	Private	Nashville	TN	Legion			118-278-0732		2014
arson Newman University		Jefferson City	TN	PowerBlade Pro				Multi	2014
Aiddle Tennessee State University		Murfreesboro	TN		101,350 K		65-471-3466	Multi	2014
airhope High School		Fairhope		Legion	112,705 JE		15-898-2967	Football	2014
ity of Roswell			AL	Momentum			51-990-2062	Indoor/Multi	2013
alton High School		Roswell	GA	PowerBlade Pro	400,000 Je		78-414-5363	Multi	2013
		Daiton	GA	PowerBlade Pro	90,600 Je	off McKinney	06-876-4800	Multi	2013
unwoody Springs	Transfer or the second	Dunwoody	GA	Momentum	84,804 Di		78-874-8522	Multi	2013
fount Paran Christian School		Kennesaw	GA	PowerBlade Pro			78-462-8231	Multi	2013
hattanonga Christian School	Private	Chattanooga	TN	PowerBlade Pro	110,855 C		23-265-6411	Multi	
ast Tennessee State University	College	lohnson City	TN	PowerBlade HP	27,100 To		23-439-4496		2013
Memphis University School		Memphis	TN	PowerBlade HP			Maria de la Compania del Compania de la Compania de la Compania del Compania de la Compania de l	Baseball	2013
anderbilt University - Indoor		Nashville	TN				01-270-1222	Multi	2013
White House High School		Nashville	TN	Legion	61,042 Bi		15-456-0281	Indoor Football Practice	2013
ristian Heritage High School				Momentum	7,887 Ja		15-943-6246	Multi	2013
eorgia Gwinnett		Dalton	GA	Powerblade HP			06-277-1198	Football	2012
ist Tennessee State University		.awrenceville	GA	Legion	96,000 Er	ic Holland 7	70-921-1925	Soccer	2012
		ohnson City	TN	Powerblade HP	146,017 Da		23-737-6920	Baseball	2012
Inderbilt University - Dudley Stadium		Vashville	TIN	Legion	89,500 Br		15-343-4411	Football	2012
lumbus Arena Indoor	Sports Centers (	Columbus	GA	DieterTurf	19,575 Bri		06-225-4855		
Tech Indoor field		Atlanta	GA	Powerblade HP	86,013 Sh			Football	2011
Tech-Grant Fld/Bobby Dodd Stad.		Atlanta	GA				04-894-6688	Football	2011
Tech-Grant Pidy Boody Dodd Stad.				Legion	37,103 Sh	awn reste 4	04-894-6687	Football	2011
nggold High School		linggold	GA	Damadia d. CO					2011
	Public High School R	linggold	GA CA	PowerBlade HP	94,000 Da	mon Raines 76	06-965-2297	Football	2011
nggold High School	Public High School R Public High School B	linggold Ilairsville Aemphis	GA GA TN	PowerBlade HP Powerblade HP Legion	94,000 Da 97,800 Sh	mon Raines 76			

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INSTALLATIONS	TYPE	CITY	STATE	Product	SQ, FT	0017107					
George Washington Carver High School	Public High School	Birmingham	AL			CONTACT	PHONE	SPORT	FIELD AGE		
Georgia Tech	College	Atlanta		Momentum		Aubrey Bennett	205-291-2942	Multi	2010		
Lavert School	Private		GA	Legion		Topher Roberts	404-894-1688	Football	2010		
Whitefield Academy		Atlanta	GA	Momentum	85,000	Steve Franks	404-231-8744	Multi	2010		
Atlanta International School	Private	Atlanta	GA	Legion	92,000	Lynn Dupree	678-305-3000	Multi	2010		
	Private	Atlanta	GA	PowerBlade HP	64,200	Greg Albright	404-841-3840	Multi	2008		
Etowah High School	Public High School	Woodstock	GA	PowerBlade HP	96,000	Bill Stewart	770-926-4157	Multi	2007		
Lassiter High School	Public High School	Marietta	GA	Power8lade HP		Tony Carlson	770-403-1270		_		
Harpeth Hall School	Private	Nashville	TN	Momentum		Karen Sutton	615-346-0100	Multi	2007		
Middle Tennessee State University	College	Murfreesboro	TN	PowerBlade HP				Soccer	2007		
Bethel College	College	McKenzie	TN			Mike Szul	615-898-5563	Football	2007		
Kings Ridge Football	Private High School	Alpharetta	+	Momentum		Dino Kaklis	731-352-4211	Football	2006		
Sports Fields-PF-Calfee Park			GA	Powerblade Pro	94,761	Kings Ridge School	770.754.5738				
	Sports Centers	Pigeon Forge	TN	Momentum Pro	69,860			Baseball			

### EXHIBIT 'C'

### **Pricing Proposal**

www.asgsportsfields.com | 470.557.5792 | info@asgsportsfields com

Strategic Turf Partner:





Project: Dalton Soccer Complex - Fields 1 and 2

Proposal 3: REVISED

Pepared By: Patrick Remke premke@asgsportsfields.com

	Unit	Qty	Uı	nit Price	Total Cost
GENERAL CONDITIONS					
Field 1: Laser Grading, Curb, Drainage, Stone Base, Turf and Installation	SF	106,000.00	\$	6.56	\$ 694,888.89
Field 2: Laser Grading, Curb, Drainage, Stone Base, Turf and Installation	SF	106,000.00	\$	6.56	\$ 694,888.89
Laser Grading, Curb, Drainage, Stone Base, Turf and Installation Include:					
Supply and Install Legion Pro 2.0 (46 oz.)					
Shaw NXT Play Pad					
SBR / Sand Infill					
2 (two) Soccer Line Packages (Inlaid)					
1 (one) Redexim Base Rake with Brushes					
8 (eight) year maintenance package					
Performance and Payment Bonding					
aterial Cost Increases form Outside Suppliers Incurred Since 29 April 2021	LS	1.00	\$	66,355.08	\$ 66,355.08
PROJECT TOTAL:					\$ 1,456,132.85

ALTERNATES				
Alternate 1: Upgrade to Legion Pro 2.0 (50oz.) - ADD TO PROJECT TOTAL	LS	1.00	\$ 40,216.98	\$ 40,216.98
Alternate 3: GeoFill Top Dressing - ADD TO PROJECT TOTAL	LS	1.00	\$ 41,425.38	\$ 41,425.38
Alternate 4: 2 (two) 3 color "DRPD" logos (DESIGN T.B.D.) - ADD TO PROJECT TOTAL	EA	2.00	\$ 6,750.00	\$ 13,500.00

### PRICING BASED ON SHEET

## Total Cost (Base Bid plus Alternates 1, 3, & 4): \$1,551,275.22

### SCOPE OF WORK INCLUSIONS:

Performance and payment bonding

Assumes tie in to existing storm system - within 100' of installation

Price based upon private wages.

Prices based upon one mobilization. Re-mobilization will incur additional costs (each mobilization).

Price based on standard Shaw Sports Turf colors for each product (custom yarns not included).

Supply and install tufted and inlaid game field markings as specified above.

Supply and install turf system infill materials: ambient processed SBR and silica sand.

One (1) GMAX test performed upon completion of each field.

All usable remnants of new material generated by Shaw Sports Turf shall become property of the owner.

Quote based upon use of Shaw Sports Turf standard adhesive. Other adhesives at additional cost.

### **SCOPE OF WORK EXCLUSIONS:**

Any required licensing and/or permitting costs and/or fees.

Any prevailing wages, union wages or union requirements.

Contaminated soils, unsuitable soils, hazardous material removal and remediation of any kind.

Provision of any additional sports equipment, score clocks, bases, home plates, pitching rubbers, foul poles, soccer nets, corner flags, netting, goal posts, etc Site Security.

Concrete sidewalk repair.

Anything not specifically state in our above scope of work.

Changes in the specifications and/or scope of work are subject to change orders and may require additional charges.

Any rock blasting or excavation.

### **CONDITIONS:**

Adequate staging area to be provided by the client - within 200' of installation

Advanced Sports Group to accept site on subgrade (BY OTHERS).

Executed contract continent upon site visit and approval by Advanced Sports Group LLC representative.

This proposal is valid for 60 days.

Price(s) subject to increase if additional work items are added, or scope of work is changed by owner.

Thank you for your interest in Advanced Sports Group. We look forward to the opportunity of working together.

PATRICK REMKE, PRESIDENT