

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

THIS GENERAL CONSTRUCTION AGREEMENT is made and entered into on this _____ by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and ActGlobal., 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 at 218 North Fredrick St. Dalton, GA, 30721 and 700 Fourth Ave., Dalton, GA, 30721 hereinafter "subject property".

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 the 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 the 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 this Agreement.

3. **PROJECT:** The CONTRACTOR shall complete the project and perform the services specified in the Request for Seal Competitive Proposals – "Dalton Parks and Recreation -Synthetic Turf Replacement for Mack Gaston Community Center Multipurpose Field" which is included herein by reference and the specifications provided in the CONTRACTOR's proposal attached hereto as Exhibit "A", hereinbefore and after "the project".

4. **DATE OF COMMENCEMENT:** The CONTRACTOR shall commence work on the project 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 February 1, 2023.

6. CONTRACT SUM: The CITY shall pay to CONTRACTOR the total sum of \$ 381,340 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 and signed by both parties.

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

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

9. SURRENDER OF subject property: CONTRACTOR shall, no later than 5 days after completion of the project, surrender possession of the subject property and remove all vehicles, equipment, supplies, construction debris, waste and refuse from the subject property. CONTRACTOR shall reimburse CITY for the cost of removal of any such items remaining on the subject property after 5 days. CITY may have any such items stored at CONTRACTOR'S risk and expense. All personal property of CONTRACTOR, or SUBCONTRACTOR, remaining on the subject property or in possession of the CITY after 30 days shall be deemed abandoned by the CONTRACTOR, or the SUBCONTRACTOR, and may be disposed of by CITY without liability to CONTRACTOR, or SUBCONTRACTOR. All permanent improvements to the subject property shall become the Subject property of the CITY.

10. CITY COVENANTS: CITY covenants and agrees:

- (a) to provide all available information, data, reports, records and maps of or to which CITY has possession or control which are necessary for CONTRACTOR to perform the scope of services provided for herein;
- (b) to provide reasonable assistance and cooperation to CONTRACTOR in obtaining any information or documentation which are necessary for CONTRACTOR to perform the scope of services provided for herein;

- (c) to designate a representative authorized to act on the CITY's behalf with respect to the project. Unless otherwise provided, said CITY representative shall be the Director of Parks and Recreation Department;
 - (d) to permit access to the subject property and obtain permission to access necessary private property for CONTRACTOR to complete the scope of services;
 - (e) to provide reasonable assistance to CONTRACTOR in applying for and obtaining any necessary Federal, State or local government permits for the scope of services;
11. CONTRACTOR COVENANTS: CONTRACTOR covenants and agrees:
- (a) to perform the scope of services in a skilled, qualified, and professional manner, using that degree of care and skill ordinarily exercised by contractors practicing in the same or similar field;
 - (b) to use only employees and subcontractors qualified to complete the work with sufficient experience on same or substantially similar projects;
 - (c) to use only properly licensed employees or subcontractors for any work requiring a specialty, occupational, or professional license issued by the State of Georgia;
 - (d) to designate a representative authorized to act on the CONTRACTOR's behalf with respect to the project.
 - (e) to use the subject property in a safe, careful and lawful manner;
 - (f) to promptly report in writing to CITY any unsafe or defective condition of the subject property and any adverse site condition, which shall include but not be limited to limited access, extremely dense vegetation, subsurface conditions, damaged property, or existing utilities, that may adversely affect CONTRACTOR's ability to complete the scope of services or other terms of this Agreement;
 - (g) to promptly report in writing to CITY any damage to or injuries sustained on the subject property and to promptly repair any damage to the subject property which is made necessary by any act of CONTRACTOR, its employees, agents, subcontractors, or invitees;
 - (h) to keep the subject property in a clean and orderly condition and to remove any personal property of CONTRACTOR upon completion of the project, and require all SUBCONTRACTOR's to do the same unless otherwise permitted by the

CITY;

- (i) to perform all work on the project in a good and workmanlike manner, free from faults and defects, and in conformance with the terms of this Agreement;
- (j) to determine the appropriate method, details and means of performing the scope of services provided by this Agreement;
- (k) to exercise the ordinary standard of care in complying with the laws, codes, and regulations applicable to the CONTRACTOR's services;
- (l) to exercise diligence and to complete delivery of the scope of services in a timely manner consistent with the exercise of due care;
- (m) to attend meetings to make presentations or to otherwise review the progress of the work as set out in the scope of services at the reasonable request of the CITY;
- (n) to prepare and submit to the CITY reports required by the scope of services or upon the written request of the CITY.
- (o) to keep the subject property in a clean and orderly condition and to protect from loss, damage or theft any supplies or materials necessary for completion of the project;
- (p) to permit CITY and its employees and agents access to the subject property at all reasonable times for the purposes of making repairs, inspecting the subject property, and inspecting the progress of the project;
- (q) to use only new materials appropriate for completion of the project;

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

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

Additionally, CONTRACTOR agrees that all personal property that may be at any time at the subject property shall be at CONTRACTOR's sole risk or at the risk of those claiming

through CONTRACTOR and that CITY shall not be liable for any damage to or loss of such personal Subject property except if arising from or caused by the sole fault or negligence of CITY.

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

- (a) General Liability Coverage - General Liability policy with a minimum limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- (b) Workers' Compensation Coverage – Workers' Compensation policy with the following minimum limits:
 - (1) Workers' Compensation statutory limits;
 - (2) Employer's Liability:
 - a. Bodily Injury by Accident - \$100,000.00
 - b. Bodily Injury by Disease - \$500,000.00 policy limit
 - c. Bodily Injury by Disease - \$100,000.00 each employee.

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

- (c) Auto Liability Coverage – Auto Liability policy with a combined single limit of \$1,000,000.00 per occurrence for bodily injury and property damage, if motor vehicle is used in performance of scope of services. Comprehensive form covering all owned, non-owned, and hired vehicles.
- (d) Property Coverage or Builder's Risk Coverage - Property Coverage or Builder's Risk policy with a minimum equal to or greater than the existing building value for renovations, equal to or greater than the total cost of construction per contract for new construction, and equal to or greater than the existing building value being renovated plus the total cost of new construction per contract for mixed renovation and new construction.

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

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

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

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

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

Such notice to CONTRACTOR shall be mailed to: ActGlobal Act Global Americas Inc.
Attn: Candice Robb
4201 West Parmer Lane
Suite B 175
Austin, Texas, 78727

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

18. CONTRACT DOCUMENTS: This Agreement shall include the advertisement or invitation to sealed competitive proposals, Instructions to proposers, sample forms, the Addenda relating to bidding and proposal requirements, and any other written information provided by the CITY in anticipation of receiving bids or proposals, if any, except as specifically excluded herein, and the CONTRACTOR'S bid or proposal. The terms of this Agreement shall supersede any terms in the above-referenced documents in direct conflict with the terms of this Agreement.

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

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

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

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

21. **WARRANTY:** CONTRACTOR shall provide to CITY a general warranty for labor and materials and guarantees that the work on the project it performs shall be free from any defects in workmanship and materials for a period of two 1 year 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 Bid Package for Request for Request for Seal Competitive Proposals – “Dalton Parks and Recreation -Synthetic Turf Replacement for Mack Gaston Community Center Multipurpose Field” including but not limited to a Performance Bond, in the amount proscribed by law, which is equal to the full value of the Contract Sum and must be increased proportionate to any increase in the contracted sum.

23. **MISCELLANEOUS PROVISIONS:**

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

(b) **Successors and Assigns.** This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. CONTRACTOR shall not assign its rights or obligations under this Agreement without the prior written consent of the CITY.

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

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

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

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

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

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

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

(Signatures on the NEXT page.)

CONTRACTOR:

CONTRACTOR: Act Global Americas, Inc.

By: Mark Weightman



Title: Vice President of Operations

Date September 14, 2023

CITY:

CITY OF DALTON, GEORGIA

By: _____
MAYOR

Attest: _____
CITY CLERK

Exhibit "A"

The City of Dalton
Parks and Recreation Department
REQUEST FOR SEALED COMPETITIVE PROPOSAL – advertised on 6/19/2023
The sealed Envelope shall be marked with the following information:

“Dalton Parks and Recreation – Synthetic Turf Replacement”

SYNTHETIC TURF FIELD REPLACEMENT FOR:

Mack Gaston Community Center Multipurpose Field

SCHEDULE OF EVENTS	
Mandatory Pre-RFP Conference and site visit – 218 N. Fredrick St, Dalton, GA, 30721	July 10, 2023 at 2 pm
Deadline for requests for clarifications and questions. Any possible exceptions to the bid specification and/or terms and conditions should be addressed during this phase. These requests will be answered in an addendum and must be emailed to: csharpe@daltonga.gov	3:00 PM July 12, 2023
Sealed competitive proposals will be accepted until the due date and time. Any late submittals received will not be considered. Proposals must be submitted to The City of Dalton Finance Department located at 300 West Waugh Street, Dalton, Georgia, 30720.	4:00 PM July 21, 2023 August 4, 2023 4 PM
THIS FORM MUST BE SIGNED AND SUBMITTED TO BE CONSIDERED FOR AWARD	
COMPANY NAME:	DATE:
MAILING ADDRESS:	PHONE:
CITY:	FAX:
STATE:	ZIP:
	SSN OR FEDERAL TAX ID:
EMAIL:	TITLE OF AUTHORIZED REPRESENTATIVE:
PRINTED NAME:	AUTHORIZED SIGNATURE:

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

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NAME OF PROJECT:

Synthetic Turf Field Replacement for Mack Gaston Community Center Multipurpose Field

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 sealed competitive Proposals from Contractors for the construction of the: **“Synthetic Turf Field Replacement for Mack Gaston Community Center Multipurpose Field”**.

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. Contractors interested in submitting Proposals must obtain Request for Proposals (RFP) on City’s website <https://www.daltonga.gov/rfps>

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

The City recognizes that there are multiple local synthetic turf manufacturers. As allowed by the Local Government Public Works Construction law, the City may offer a period for discussions, negotiations, and revisions to proposals after they submitted for the purpose of obtaining best and final offers.

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 the 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 the full and complete construction of the Project in conformity with all requirements of this RFP. When a proposal lump sum exceeds \$100,000 then the proposal must include a fully executed Bid Bond in the amount of five percent (5%) of the proposed lump sum contract price and performance bonds.

Any Contractor that intends to submit a proposal must complete the City of Dalton Vendor Packet and be an approved active Vendor with the City. Applications can be obtained from the Finance Department or online at <https://www.daltonga.gov/finance/page/vendor-packets>. For any work requiring a specialty or professional license, only licensed subcontractors may be submitted for consideration, and copies of all applicable licenses shall be attached to the Contractor's proposal.

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

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

- A. The Contractor's proposed synthetic turf system including durability, cost of ownership, specific application, player safety, warranty, and maintenance. (35 Points)
- B. The contractor's proposed sum of 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 include the label on the last page of this document on the front of their RFP package. This label must be affixed to the outside of the envelope or package. Failure to attach the label may result in your Proposal being opened in error or not routed to the proper location for consideration. No RFP will be accepted after the date and time specified. The document should be received by the City of Dalton Finance Department located at 300 West Waugh Street, Dalton, Georgia 30720 no later than **July 21, 2023 4:00 PM August 4, 2023 4 PM:**

A total of 2 copies of the RFP, tabbed, in bound notebooks are required. 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 the applicable Federal work authorization program. The form for such an 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 sixty (60) 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 Finance Department, 300 West Waugh Street, Dalton, Ga 30720.

INSTRUCTIONS TO PROPOSERS / SCOPE OF WORK

NAME OF PROJECT: Synthetic Turf Field Replacement For: Mack Gaston Community Center Multipurpose Field

NAME OF OWNER: THE CITY OF DALTON, GEORGIA

NAME OF OWNER: THE CITY OF DALTON, GEORGIA

The City, through its Parks and Recreation Department, wishes to replace the existing synthetic turf at Mack Gaston Community Center with a new synthetic turf meeting the minimum requirements listed below.

The contractor's proposal shall include a complete description of the proposed product and installation method including, but not limited to: backing, bedding material, infill material and depth, recommended % compaction of sub-grade material, drainage, and edge details. Please note: the product description will be weighed heavily in the evaluation of proposals. 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. Installation details and product specifications should be included.

It is the City's desire to install quality, long-lasting synthetic turf systems at these locations to facilitate year-round, daily use. 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.

Mack Gaston Community Center

- Synthetic Turf Minimum requirements:
- Pile Height 2” min.
- Face Weight 50 oz. min.
- Fiber Type: Slit Film & Monofilament
- Shock pad w/ minimum thickness of 16 mm
- Organic infill topper

The City wishes to include an additional location – Joan Lewis- within proposals. This is an alternate and should be priced separately. This proposal price should only include material and installation. It will be the responsibility of the City to complete all work related to preparation of the site for the installation of new synthetic turf. City will remove and dispose of the existing material.

See mandatory price sheet on page 18 - Joan Lewis Park

1. Synthetic Turf Minimum requirements:
2. Pile Height 2” min.
3. Face Weight 50 oz. min.
4. Fiber Type: Slit Film & Monofilament
5. Organic infill topper

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

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

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

Stone base and drainage: Proposals are to include unit price per ton of top dressing of the stone if needed.

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 Contractors 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.

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 for the project.

Alternates: (at contractor's option)

Contractors are encouraged to offer any voluntary deviations to the above described system in the form of an alternate. Provide a detailed description in the form of one of the following:

PROPOSAL FORM

EXHIBIT “A”

NAME OF PROJECT: Synthetic Turf Field Replacement For Mack Gaston Community Center Multipurpose Field

NAME OF OWNER: THE CITY OF DALTON, GEORGIA

NAME OF PROPOSED CONTRACTOR: _____ (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: **“Synthetic Turf Field Replacement For: Mack Gaston Community Center Multipurpose Field”** at 218 N. Fredrick St, Dalton, GA, 30721. This Proposal is submitted in response to the City’s Request for Proposals dated 6/19/2023.

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 properly renovate the infield of each field to meet safety standards 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

Mack Gaston Community Center Field lump sum contract price of:

Joan Lewis Park Field:

The City recognizes that there are multiple local synthetic turf manufacturers. As allowed by the Local Government Public Works Construction law, the City may offer a period for discussions, negotiations, and revisions to proposals after they are submitted for the purpose of obtaining the best and final offers.

Said lump sum contract price is allocated, in its entirety, to the following elements of the work: Attached hereto, and incorporated herein as part of this Proposal, Contractor submits the contractor's qualifications and proposed infield repairs. Contractor acknowledges that the City may rely upon the truthfulness and accuracy of the responses set forth therein. In addition, Contractor has submitted herewith as part of this Proposal such documentation and information as the 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 sixty (60) days following the date set forth in the Request for Proposals for receipt of Proposals by the City.

[CONTRACTOR]

By: _____ [SEAL]

Witness: _____ [SEAL]

Sworn and subscribed to before me this ____ day of _____, 2023.

NOTARY PUBLIC: _____

Commission Expirations: _____

SECTION 00130 – BID BOND

EXHIBIT “B”

NAME OF PROJECT: Synthetic Turf Field Replacement For: Mack Gaston Community Center Multipurpose Field

NAME OF OWNER: THE CITY OF DALTON, GEORGIA

NAME OF PROPOSED

CONTRACTOR: _____

(THE “CONTRACTOR”)

KNOW ALL MEN BY THESE PRESENTS that

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

WHEREAS, the Contractor, in response to a Request for Proposals issued by the City, has submitted its
Proposal for the construction by Contractor of the: **Synthetic Turf Field Replacement for Mack Gaston
Community Center Multipurpose Field**

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

(a) The Contractor timely executes the Agreement between the City and Contractor (the
“Agreement”) as provided by the City and as included in the Contract Documents; and,

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

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

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

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

IN WITNESS WHEREOF, the undersigned have caused this Bid Bond to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this ____ day of _____, 2023.

<p>[CONTRACTOR]</p> <p>By: _____ [SEAL]</p> <p>Witness: _____ [SEAL]</p> <p>Sworn and subscribed to before me this ____ day of _____, 2023.</p> <p>NOTARY PUBLIC: _____</p> <p>Commission Expirations: _____</p>

[NAME OF SURETY]

By: _____ [SEAL]

Witness: _____ [SEAL]

Sworn and subscribed to before me this ____ day of _____, 2023.

NOTARY PUBLIC: _____

Commission Expirations: _____

[ATTACH PROPERLY EXECUTED POWER OF ATTORNEY]

STATE OF GEORGIA
WHITFIELD COUNTY
CITY OF DALTON

VENDOR AFFIDAVIT AND AGREEMENT (E-Verify)

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

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

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

FURTHER AFFIANT SAYETH NOT.

BY: Authorized Officer or Agent

Date

Authorization Date for EEV Program

Contractor Name

Employment Eligibility (EEV) #

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or

Agent Sworn to and subscribed before me

This ___ day of _____, 20___

Notary Public

My Commission Expires:

***MUST BE NOTARIZED**

*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.

Checklist for Bid Documents

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

- Document Description**
- Completed City Vendor Packet**
- Solicitation Form (Page 1 of this Document)**
- References of Past Similar Jobs**
- Price Proposal Form**
- Vendor Affidavit and Agreement**
- Checklist for Documents/Addenda Acknowledgement (this page)**

Addenda Acknowledgement

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

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

- Addendum No. _____ Dated: _____
- Addendum No. _____ Dated: _____
- Addendum No. _____ Dated: _____
- Addendum No. _____ Dated: _____

This affirms that all documents are included with the bidders bid package.

Company's Name: _____ **Date:** _____

Authorized Representative's Name: _____

Authorized Representative's Signature: _____

REFERENCES

Must list references of three similar projects and site contact information

Project #1

School, Department Name: _____

Address: _____

City: _____ State: _____ Zip

Code: _____

Contact Person: _____

Phone number: _____

Date of Installation: _____

Project #2

School, Department Name: _____

Address: _____

City: _____ State: _____ Zip

Code: _____

Contact Person: _____

Phone number: _____

Date of Installation: _____

Project #3

School, Department Name: _____

Address: _____

City: _____ State: _____ Zip

Code: _____

Contact Person: _____

Phone number: _____

Date of Installation: _____

“Synthetic Turf Field Replacement for Mack Gaston Community Center Multipurpose Field” Price Sheet	
Mack Gaston Community Center	Lump sum: \$ _____
Nailer Board (Unit Price per LF)	\$ _____
Concrete Curb (Unit Price per LF)	\$ _____
Stone Top Dressing (Price per Ton)	\$ _____
“Synthetic Turf Field Replacement for Mack Gaston Community Center Multipurpose Field” Add Alternate: Joan Lewis Park Field Price Sheet	
Joan Lewis	Lump sum: \$ _____
Nailer Board (Unit Price per LF)	\$ _____
Concrete Curb (Unit Price per LF)	\$ _____

SUBMITTED:

Company Name

Company Address

Authorized Signature

Print Name & Title

Additional Project Details:

Mack Gaston Community Center – 218 N Fredrick St., Dalton, GA, 30721



- Scope of Work: Replace synthetic turf for one large multipurpose fields
 - Equipment and Mobilization
 - Construction Entrance including fence Removal/Replacement
 - Sidewalk Protection
 - Erosion Control
 - Removal and recycling of Standard SBR/Sand Synthetic Turf System
 - Line striping matching the existing except the logo will not be included.
 - Line package must include soccer field lines and football field lines.
 - Soccer Fields:
 - Large: 50 yards x 100 yards

- Second field within the large field (75x50)
- Small-sided soccer fields size: 40 yards x 50 yards
- Football field dimensions:
 - 50 yards x 80 yards
- Maintenance/Grooming Equipment including owner training
- Manufacturer warranty
- Nailer board may have to be replaced (bid should include price per LF)
- Concrete curb may need to be replaced or repaired (bid should include price per LF)

Add Alternate – Joan Lewis Park - 700 Fourth Ave. Dalton, GA 30721



- Equipment and Mobilization
- Sidewalk Protection
- Erosion Control
- Line striping matching the existing except the logo will not be included.
- Manufacturer warranty
- Nailer board may have to be replaced (bid should include price per LF)
- Concrete curb may need to be replaced or repaired (bid should include price per LF)

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



SEALED BID ENCLOSED

Synthetic Turf Field Replacement for Mack Gaston Community Center Multipurpose Field

Due Date and Time: ~~July 21, 2023 at 4 pm~~ **August 4, 2023 4 PM**

Vendor Name

Address

City, State, Zip Code

DELIVER TO:

The City of Dalton – Finance Department
300 West Waugh Street
Dalton, GA, 30720

