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RFP 23-02  
STADIUM STEPS  
RENOVATION

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MATTHEW HILL PARK

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October 17, 2022

# City of Cartersville, Georgia

RFP 23-02

STADIUM STEPS RENOVATION - MATTHEW HILL PARK

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# CITY OF CARTERSVILLE, GEORGIA

RFP 23-02

## STADIUM STEPS RENOVATION – MATTHEW HILL PARK

### REQUEST FOR PROPOSALS

The City of Cartersville, Georgia invites your company to submit a Proposal on this Proposal Package, titled: **STADIUM STEPS RENOVATION – MATTHEW HILL PARK** as defined hereinafter.

All terms and provisions listed in the enclosed: “TABLE OF CONTENTS”, “REQUEST FOR PROPOSALS”, “INSTRUCTIONS TO PROPOSERS”, “PROJECT SPECIFICATIONS” AND “PROPOSAL FORM” are integral parts of the Proposal Package.

The City of Cartersville reserves the right to waive informalities of any Proposal, to reject any or all Proposals in whole or in part, to advertise, to negotiate segments of any or all Proposals and to take any action that the City feels is in our best interest.

The proposal price(s) will include: The renovations include items listed in the table of contents to the entire structure located at Matthew Hill Park, 75 Aubrey Street, Cartersville, GA 30120. Contractors may bid on the entire project or items listed in the table of contents.

### INSTRUCTIONS TO PROPOSERS

1. To be considered, Proposals must be in the possession of the City of Cartersville by the Proposal Closing Time. Proposals may be mailed or delivered to the office of Tom Gilliam, Director of Parks & Recreation, City of Cartersville, P O Box 1390, 100 Pine Grove Road, Cartersville GA 30120, in a sealed envelope clearly marked as to the item being proposed and marked with the time and date of Proposal Closing. Regardless of the method the Proposer uses to deliver the Proposal, each Proposer shall be responsible for the Proposal being delivered on time as the City of Cartersville assumes no responsibility for the same. Proposals offered or received after the time set for Proposal Closing will not be considered.
2. No Proposal may be withdrawn for a period of 60 days from the Proposal Closing Date.
3. All Proposals are to be submitted on the “Proposal Form” provided in this Proposal Package and signed by an authorized representative of the company submitting the Proposal.
4. \* **MANDATORY Pre-Proposal meeting will take place Wednesday, November 2, 2022 \*  
10:00am at Matthew Hill Park, 75 Aubrey Street, Cartersville GA 30120**

## **INSTRUCTIONS TO PROPOSERS - CONTINUED:**

5. The City of Cartersville is exempt from Federal, State, and Local Taxes. Taxes incurred by the Contractor during this project shall be to the account of the Contractor.
6. Proposers shall not begin any work activity until such time as they have been issued a Notice to Proceed by the City of Cartersville.
7. E-verify/SAVE Affidavits – Completed/signed/notarized affidavits **must be** included with Proposal or the Proposal will not be considered.
8. Immigration Reform Compliance Requirement is required during the entire duration of this project. The Contractor shall remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code § 13- 10- 91 and § 50- 36- 1, as amended.
9. For additional information on this Proposal Package and to view site, contact: Tom Gilliam, Director of Parks & Recreation, City of Cartersville, via email at [tgilliam@cityofcartersville.org](mailto:tgilliam@cityofcartersville.org)

## **REQUIRED QUALIFICATIONS OF PROPOSERS/CONTRACTOR**

The Contractor must be a certified in his/her trade. The Contractor shall have a valid business license in the State of Georgia and be able to show financial responsibility and have the ability to provide bonds and certificates of insurance.

### **PROPOSAL CLOSING TIME**

**The Proposal Closing will be 2:00 pm on Tuesday, November 29, 2022**

### **PROPOSAL OPENING TIME**

**The Proposal Opening time will be 2:30 pm on Tuesday, November 29, 2022**

**Location: Dellinger Park Office, 100 Pine Grove Road, Cartersville, GA 30120**

# City of Cartersville, Georgia

## STADIUM STEPS RENOVATION – MATTHEW HILL PARK

### PROJECT SCOPE

#### PURPOSE -

The Work Scope of this Technical Provision will include: provide all materials and labor by a certified/licensed contractor to complete all **STADIUM STEPS RENOVATION – MATTHEW HILL PARK** listed under the PROJECT SCOPE.

#### DEFINITION -

For all purposes and requirements of this document, the words “provide” and “provided” shall be defined as the requirement to furnish a service, or to furnish a product system, or facility in its entirety.

### PROJECT SPECIFICATIONS

#### A. DEMO:

1. Demo Stadium Steps
2. Remove dirt, as needed
3. Remove Cinder Blocks and keep Red Bricks for future use
4. Retaining wall against Aubrey Street

#### B. INSTALL:

1. Four (4)' decorative fence (black) at the top of the hill/slope
2. Three (3)' wall at the bottom excluding the Amphitheatre seating area
3. Three (3)' wall midway across slope
4. Three (3) sets of stairs going on each side of the seating area including the middle of the seating area
5. Retaining Wall against Aubrey Street
6. New stairs built on Aubrey Street side of slope
7. Amphitheatre benches with five (5) rows of seating
8. New fill dirt for the new slope, as needed
9. Upper slope area to be sod
10. Bench seating area to be turf
11. Lower slope area to be turf

- C. All questions should be emailed to [tgilliam@cityofcartersville.org](mailto:tgilliam@cityofcartersville.org)
- D. No phone calls are to be directed to the City of Cartersville Staff or the Project Manager regarding questions
- E. Proposal Closing Time – **Tuesday, November 29, 2022** at 2:00 pm
- F. Proposal Opening Time – **Tuesday, November 29, 2022** at 2:30 pm at Dellinger Park Recreation Admin Office located at 100 Pine Grove Road, Cartersville, GA 30120
- G. Work Completion – Materials are expected to be completed within the time frame established in the project calendar by the Project Manager. The Project Manager will provide advanced start and completion dates to the Contractor. Coordination between Contractors and Parks & Recreation Director will take place prior to Proposal award
- H. Certificate of Insurance – Proposers must furnish Certificate of Insurance covering company and Installers/Contractors at time bonds are presented. The City of Cartersville assumes no responsibility in Workmen Compensation
- I. License - The Contractor shall hold a Business License and provide documentation of their certification(s)

-----**END OF PROJECT SPECIFICATIONS**-----

## **PROPOSAL REQUIREMENTS**

**Note: For a Proposal to be considered the following must be returned by the Proposal Closing Time of 2:00 pm on Tuesday, November 29, 2022:**

- 1. Completed Proposal Form**
- 2. Certification of Liability Insurance**
- 3. Completed List of References**
- 4. Completed Contractor/Vendor Affidavit and Agreement**
- 5. Completed Subcontractor Affidavit (if applicable)**

# City of Cartersville, Georgia

## STADIUM STEPS RENOVATION – MATTHEW HILL PARK

### PROPOSAL FORM

TO: Tom Gilliam (Stadium Steps Renovation – Matthew Hill Park Proposal)  
CITY OF CARTERSVILLE PARKS & RECREATION DEPARTMENT  
P O BOX 1390  
CARTERSVILLE GA 30120-1390

**PROPOSERS:**

IN ACCORDANCE WITH REQUIREMENTS OF YOUR INVITATION TO PROPOSERS, INSTRUCTIONS TO PROPOSERS, AND PROJECT SPECIFICATION, AND SUBJECT TO THE CONDITIONS THEREOF, I, THE UNDERSIGNED, HEREBY PROPOSE TO PROVIDE THE STADIUM STEPS RENOVATION – MATTHEW HILL PARK FOR MONETARY CONSIDERATIONS.

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A. LUMP SUM PROPOSAL PRICE FOR WORK SCOPE ITEMS, LISTED HEREIN, FOR ANY OR ALL OF THE PROJECTS LISTED UNDER SCOPE OF WORK AND PROJECT SPECIFICATIONS

\$ \_\_\_\_\_

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PROPOSER(S): \_\_\_\_\_ BY: \_\_\_\_\_

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

ADDRESS: \_\_\_\_\_

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PHONE NUMBER: \_\_\_\_\_

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## **REFERENCES**

NAME, ADDRESS, AND PHONE NUMBER OF FOUR (4) SUCCESSFUL PROJECTS THE PROPOSERS HAS COMPLETED:

1. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ PHONE NO. \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

2. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ PHONE NO. \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

3. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ PHONE NO. \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

4. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ PHONE NO. \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

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**Contract Agreement**  
**STADIUM STEPS RENOVATION – MATTHEW HILL PARK**

This Contract Agreement made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the CITY OF CARTERSVILLE, party of the first part (hereinafter called the “Owner”), and \_\_\_\_\_, party of the second part, (herein called the “Contractor”).

**Witnesseth:**

That the Contractor, for the consideration hereinafter fully set out, hereby agrees with the Owner as follows:

That the Contractor will furnish all products, tools, construction equipment, skill labor of every description necessary to carry out and to complete in a good, firm, substantial workmanlike manner for the Renovation of the Stadium Steps at Matthew Hill Park and will complete work in strict conformity with the Specifications, together with the foregoing Proposal made by the Contractor, the Invitation to Proposal, Instructions to Proposers, Project Specifications and Proposal Form and all hereto incorporated (if applicable) which form essential parts of this Contract Agreement, as if fully contained herein.

That the Contractor shall commence the work to be performed under this Contract Agreement on a date to be specified in a written Notice to Proceed and shall fully complete all work hereunder within three (3) weeks of the agreed upon start date. Time is of the essence and is an essential element of this Contract, and the Contractor may be subject to pay the Owner, not as a penalty, but as liquidated damages, the sum of \$250.00 for each calendar day that there is default of completing the work within the time limit named herein. If the Contractor abandons the Contract before commencement of the work or defaults in completion of all the work after commencement thereof, the Contractor shall be liable for such liquidated damages. These fixed liquidated damages are not established as a penalty but are calculated and agreed upon in advance by the Owner and the Contractor due to the uncertainty and impossibility of deciding as to the actual and consequential damages incurred by the Owner and the public of City of Cartersville, Georgia because of the failure on the part of the Contractor to complete the work on time. Such liquidated damages referred to herein are intended to be and are cumulative and shall be in addition to every other remedy now or hereafter enforceable at law, in equity, by statute, or under the Contract.

The Owner hereby agrees to pay the Contractor for the faithful performance of this Contract Agreement, subject to additions and deductions as provided in the Specifications and Proposal, in lawful money of the United States of America, the sum \_\_\_\_\_ (\_\_\_\_\_) which sum shall also pay for loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from unforeseen, or from the action of the elements, or from unforeseen obstructions or difficulties encountered in the prosecution of the work, and for all expenses incurred by, or in consequence of the work, its suspension or discontinuance and for well and faithfully completing the work and the whole thereof, as herein provided, and for replacing defective work or products for a period of two –(2) years after completion.

The Owner shall make payments to the Contractor in accordance with the provisions of the Contract Documents. Final payment on account of this Contract Agreement shall be made within thirty – (30) days after the completion by the Contractor of all work covered by this Contract Agreement and the acceptance of such work by the Owner, in accordance with the provisions of the Contract Documents.

**IN WITNESS WHEREOF**, the parties hereto executed this Contract Agreement under their respective seals on the day and date first above written.

**OWNER:** City of Cartersville, Georgia

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

Matthew J. Santini

Title: Mayor

**WITNESS:** By: \_\_\_\_\_ (SEAL)

Julia Drake

Title: City Clerk

**CONTRACTOR:** \_\_\_\_\_

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

Name: \_\_\_\_\_

(Please Print)

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

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_,  
20\_\_\_\_

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

My Commission Expires:

\_\_\_\_\_

**CONTRACTOR/VENDOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Cartersville has registered with and is participating in a federal work authorization program\* [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], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Cartersville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Cartersville at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

\_\_\_\_\_  
EEV/Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Contractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor/Entity Name

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

\_\_\_\_\_  
Contractor Address

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires:

\* 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 (SSA).

**SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_ (name of contractor) on behalf of City of Cartersville has registered with and is participating in federal work authorization program being\* [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], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned subcontractor is using and will continues to use the federal work authorization program throughout the contract period.

\_\_\_\_\_  
EEV/Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Subcontractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires:  
\_\_\_\_\_

\* 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 (SSA).

**EXHIBIT A**

















