

RESOLUTION NO. 31421

A RESOLUTION AUTHORIZING THE ADMINISTRATOR FOR THE DEPARTMENT OF PARKS & OUTDOORS TO ACCEPT A DONATION FROM ASTROTURF CORPORATION FOR THE JIM FROST STADIUM-CONVERSION OF A NATURAL GRASS FIELD TO SYNTHETIC TURF, AS DETAILED IN THE ATTACHED DONATION AND FUNDING AGREEMENT, FOR THE CITY PAYMENT OF EIGHTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$82,500.00) FOR OTHER MATERIALS AND PROJECT REQUIREMENT FEES, FOR THE DONATED VALUE AMOUNT OF FOUR HUNDRED SIXTY-FIVE THOUSAND ONE HUNDRED SIX DOLLARS (\$465,106.00).

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That it is hereby authorizing the Administrator for the Department of Parks & Outdoors to accept a donation from AstroTurf Corporation for the Jim Frost Stadium-Conversion of a Natural Grass Field to Synthetic Turf, as detailed in the attached Donation and Funding Agreement, for the City payment of \$82,500.00 for other materials and project requirement fees, for the donated value amount of \$465,106.00.

ADOPTED: January 10, 2023

/mem

**CITY OF CHATTANOOGA
DONATION AND FUNDING AGREEMENT**

THIS DONATION AND FUNDING AGREEMENT (“Agreement”) is entered into on this _____ day of December, 2022, (“Effective Date”) by and between AstroTurf Corporation, a Georgia Corporation (“DONOR”) and the City of Chattanooga, a Tennessee Municipal Corporation (“DONEE”).

WHEREAS, the DONOR desires to donate all labor, materials, equipment, services, taxes, and all other items, now or to be identified in the future (the “DONATION”), necessary to convert a natural grass field to synthetic turf for Jim Frost Stadium at the University of Tennessee Chattanooga (the “PROJECT”); and

WHEREAS, the DONEE affirms that the proposed PROJECT is suitable to aid in the maintenance of the University of Tennessee at Chattanooga’s Jim Frost Stadium, with an address of 1100 McCallie Avenue, Chattanooga, TN 37404, (the “PROPERTY”) and provide an improvement that shall serve as a public benefit.

NOW, THEREFORE, in consideration of the mutual promises, DONEE accepts the DONATION, and DONOR agrees to the terms and conditions stated herein:

1. DONOR shall install AstroTurf Diamond RBI Series that shall include the following:
 - a. Green Outfield/Infield- RootZone Diamond Blend OPS 52 oz-1.5”
 - b. Skinned Infield/Warning Track-RootZone Diamond 1 OPS 52 oz-1.5”
 - c. Mound/Batter Box-RootZone Diamond 1ERA 90 oz-1.5”
2. DONOR shall donate all labor, tools, materials, equipment, and signage necessary to complete the PROJECT, for an estimated project cost of Four Hundred Sixty-Five Thousand One Hundred Six Dollars and no/100 (\$465,106.00).
3. The DONEE agrees to fund Eighty-Two Thousand Five Hundred Dollars (\$82,500.00) for the following:
 - a. Seventy-Five Thousand Dollars (\$75,000.00) for the value of the AstroTurf Diamond RBI Series as described herein;
 - b. Two Thousand Dollars (\$2,000.00) for Builder’s Risk Insurance; and
 - c. Five Thousand Five Hundred Dollars (\$5,500.00) for payment and performance bonds.

4. The Total Project Cost which includes DONOR'S value of Four Hundred Sixty-Five Thousand One Hundred Six Dollars (\$465,106.00), and DONEE's funding of Eighty-Two Thousand Five Hundred Dollars (\$82,500.00) is Five Hundred Forty-Seven Thousand Six Hundred Six Dollars (\$547,606.00) (the "PROJECT COST").
5. DONOR shall install and bear all costs related to the installation of AstroTurf on the Property.
6. The work covered under the Project is depicted on **Exhibit A** attached hereto and incorporated by reference and shall consist of furnishing all materials, equipment, and labor for the proposed work on the Property.
7. A portion of the PROJECT COST of Four Hundred Sixty-Five Thousand One Hundred Six Dollars (\$465,106.00) shall be paid by the DONOR toward costs associated with the completion of the PROJECT. DONOR understands that the PROJECT COST is an estimate. Any additional expenditures for labor, materials, equipment, services, taxes, employee benefits and all other items that may be identified as necessary to complete this PROJECT shall be paid by the DONOR.
8. The DONEE shall be responsible for any fees associated with securing permits for the work on the PROPERTY.
9. On or before March 1, 2023, the DONOR shall, at the DONOR'S sole cost and expense, cause to be completed the installation of AstroTurf Synthetic Turf pursuant to the terms and conditions herein (the "COMPLETION DATE"). DONOR will be responsible for obtaining all other permitting required by law prior to commencement of installation of the AstroTurf and shall comply with all applicable codes along with administrative regulations implementing same, regardless of whether such codes have been implemented by local ordinance or otherwise adopted by local authorities.
 - a. Installation of the AstroTurf shall be done expeditiously, and the work shall be performed in a careful, skillful, diligent, good, and workmanlike manner and this duty is nondelegable.
 - b. The standard provisions against discrimination based on disability, religion, race, national origin, sex, age or creed, or any other protected category established by law shall be contained in all construction contracts for the installation of the Astroturf.
 - c. The work to be performed by the DONOR to install the Astroturf shall be done as an independent contractor and not as an agent or representative of the City. The DONOR shall have no authority to enter into any binding agreements on behalf of the DONEE.

10. DONEE undertakes no responsibilities whatsoever as it relates to the performance of the PROJECT for which the DONATION is provided.
11. DONOR shall supervise and direct the installation of the AstroTurf using the DONOR's best skill and attention as approved by the DONEE. DONOR shall be solely responsible for all methods, techniques, sequences, and procedures, and shall coordinate all portions of the installation provided hereunder. DONEE will deal only through DONOR, who shall be responsible for the proper execution of the Services.
12. Any subcontractor relationships or assignment not identified herein or in **Exhibit A** as part of this Agreement, must first be approved by DONEE.
13. A subcontractor ("Subcontractor") is a person or organization that has a direct contract with DONOR to perform any of the services. DONOR agrees that it is as fully responsible to DONEE for the acts and omissions of Subcontractors and of persons either directly or indirectly employed by DONOR as it is for the acts and omissions of persons directly employed by it. Nothing contained in this Agreement, or any other document associated with the performance of the services shall create any contractual relation between any Subcontractor and DONEE.
14. DONOR shall assign only competent personnel to perform any portion of the services. If at any time DONEE, in its sole discretion, desires the removal of any person or persons assigned by DONOR to perform the services, DONOR shall remove such person or persons immediately upon receiving written notice from DONEE. If any person is identified in this Agreement (or any attachment hereto), DONOR shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of DONEE.
15. DONOR shall be responsible to DONEE for the acts and omissions of DONOR's employees, subcontractors, and their agents and employees, and any other persons performing any of the services under a contract with DONOR.
16. DONOR agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of this Agreement as to that portion of the services performed by Subcontractor, unless specifically noted to the contrary in a subcontract approved in writing by DONEE. Subcontractor agrees to be bound to the DONOR by the terms of this Agreement and to assume toward DONOR all of the obligations and responsibilities that the DONOR assumes toward DONEE. DONOR agrees to be bound to the Subcontractor by all of the obligations that DONEE assumes to DONOR under this Agreement as to the portion of the services performed by Subcontractor.

17. DONEE agrees to permit the DONOR, its successors, assigns, contractors, guests, and other permitted individuals to install the AstroTurf on the PROPERTY and to occupy the PROPERTY during the term, on and subject to the terms and conditions of this Agreement.
18. The DONOR shall not use or occupy the PROPERTY or knowingly permit the PROPERTY to be used or occupied, contrary to any statute, rule, order, ordinance, requirement or regulation applicable thereto, or in any manner which would violate any certificate of occupancy affecting the same or which would make void or voidable any insurance then in force with respect thereto or which would cause structural injury to the PROPERTY or cause the value or usefulness of the PROPERTY, or any portion thereof, to diminish, or which would constitute a public or private nuisance or waste, and the DONOR agrees that it will promptly, upon discovery of any such use, take all necessary steps to compel the discontinuance of such use.
19. DONOR shall indemnify DONEE and save DONEE harmless from and against any and all claims, actions, damages, liability, and expenses (including, but not limited to court costs, costs of defense and reasonable attorney's fees) in connection with (i) loss or damage to the PROPERTY or injury or death to persons occurring in, on or about or arising out of construction on the PROPERTY or the construction of improvements by (a) the DONOR or, (b) any agents, employees, the DONOR'S invitees, contractors, or subcontractors of the DONOR thereon, and (ii) the continued use of DONOR improvements during the term of this Agreement, The provisions of this Paragraph 17 shall survive the expiration or sooner termination of this Agreement.
20. DONOR shall, at all times during the term of this Agreement, and at the DONOR's sole cost and expense, obtain and keep in force insurance coverage which will satisfactorily insure DONOR against claims and liabilities which arise because of the execution of this Agreement, with the minimum insurance coverage as follows:
 - a. **Commercial General Liability Insurance**, with a limit of \$1,000,000 for each occurrence and \$2,000,000 in the general aggregate.
 - b. **Automobile Liability Insurance**, with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.
 - c. **Worker's Compensation Insurance and Employer's Liability Insurance**, in accordance with statutory requirements, with a limit of \$500,000 for each accident.
 - d. **Professional Liability Insurance**, with a limit of \$1,000,000 for each claim and aggregate.

- e. **Builder's Risk Insurance**, The DONOR shall purchase and maintain builder's risk property insurance for all sites upon which construction is occurring as provided by this Agreement and all storage sites where equipment, materials, and supplies of any kind purchased pursuant to this Agreement are being held or stored. Except to the extent recoverable by DONEE from another subcontractor, deductibles shall be the responsibility of the DONOR. This coverage is required prior to the beginning of work on the PROPERTY.

DONOR shall not commence work until a Certificate of Insurance has been submitted to the DONEE showing proof that DONOR has obtained the necessary insurance coverage. If any of the above cited policies expire during the life of this Agreement, it is the DONOR's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all of the aforementioned insurance provisions. Certificates must specifically cite the following provisions:

- i. City of Chattanooga, its agents, representatives, officers, directors, officials, and employees must be named an Additional Insured under the following policies:
 - 1. Commercial General Liability
 - 2. Auto Liability
 - ii. Donor's insurance must be primary insurance as respects performance of the subject contract.
 - iii. All policies except Professional Liability Insurance, if applicable, waives rights of recovery (subrogation) against DONEE, its agents, representatives, officers, directors, officials, and employees for any claims arising out of work or services performed by DONOR under this Agreement.
- 21. DONOR shall set in place adequate procedures to ensure that the DONOR improvements are properly completed on the PROPERTY.
 - 22. DONOR shall provide the DONEE with a monthly report summarizing the percentage of completion of construction and any other information relating to the construction/installation of the PROJECT reasonably requested by the DONEE.
 - 23. DONOR shall, at its own expense, furnish DONEE with a surety bond in accordance with T.C.A. § 12-4-201 and Chattanooga City Code Section 2-562 for the payment and performance of the PROJECT, in all respects satisfactory to the DONEE within thirty (30) days after the execution of this Agreement and prior to commencement of construction or installation, from a surety company licensed to transact business in the State of Tennessee, in an amount equal to the estimated cost of the installation required of the DONOR pursuant to Paragraph 2 of this Agreement or as may be determined by the DONEE. The bond shall name the

DONEE as principal and the DONOR as surety, to assure full and satisfactory performance by the DONOR and its surety, to assure full and satisfactory performance by the DONOR and its contractors of all obligations contained in this Agreement to install the AstroTurf upon the PROPERTY for use by the University of Tennessee Chattanooga and the public. In the event that the DONOR obtains from its contractor or contractors, similar bond, or bonds in a similar amount, in all respects satisfactory to DONEE, DONEE, upon application by the DONOR and upon naming of DONEE as an additional obligee under the bond or bonds may consent to the cancellation of the surety bond or bonds originally furnished by the contractors for the DONOR. The estimated costs of installation upon the PROPERTY shall be \$547,606.00 for the purpose of a corporate surety bond of equivalent value. DONOR shall provide the DONEE with a bond for the actual cost of installation entered into by the DONOR.

24. DONOR will comply with all federal, state, and local laws, ordinances, rules, regulations, and other governmental requirements relating to the use, condition, or occupancy of the PROPERTY.
25. If any or all portion of the PROPERTY shall be damaged by fire or other casualty or taken under power of eminent domain or rendered unusable for the DONOR's uses (as set forth above) by reason of a governmental order or decree, DONEE may terminate this Agreement upon written notice, and the term hereof shall expire as of such effective termination date and neither party shall have any obligation to the other whatsoever. If after such damage or other casualty or taking by eminent domain, DONEE has not exercised its rights granted within this Section 23 to terminate this Agreement, then this Agreement shall remain in effect.
26. The DONOR shall not suffer or permit any mechanic's lien or other lien to be filed or recorded against the PROPERTY whereby the estate, rights, or title of the DONEE are encumbered. If any such mechanic's lien or other lien shall at any time be filed or recorded against the PROPERTY, the DONOR shall cause the same to be discharged of record or bonded against within thirty (30) days after the date of the filing or recording of the same.
27. DONOR shall be deemed in breach of this Agreement if the DONOR fails, whether by action or inaction, to timely comply with or satisfy any of the obligations imposed on DONEE under this Agreement for a period of thirty (30) days (unless otherwise herein specified) after the DONEE delivers to DONOR written notice of such default; provided, however, that if the default cannot, by its nature, be cured within such thirty (30) day period, but DONOR commences and diligently pursues a cure of such default promptly within the initial thirty (30) day cure period (and thereafter cures such default as soon as possible with due diligence), then the DONEE shall not exercise its remedies set forth herein.

28. In the event the DONOR is in substantial breach of this Agreement (as set forth in Paragraph 25, above), after notice to DONOR by DONEE specifically setting forth the nature of such breach, and after the expiration of 30 days from the date of such notice (or such additional reasonable time as is reasonably required) without the DONOR having substantially cured such breach (and in addition to any other remedies provided elsewhere in this Agreement), the DONEE, at its option and after such notice and cure periods have expired, upon additional notice or demand from DONEE, may, in addition to all other rights and remedies provided in this Agreement or otherwise at law or in equity, terminate this Agreement, complete construction of the DONOR Improvements and take possession of the DONOR Improvements.
29. All of DONOR's property of every kind or description including, without limitation, inventory and trade fixtures, improvements, which may at any time be on the property shall be at the DONOR's sole risk, or at the risk of those claiming any right by its association, contractual or otherwise, of the DONOR. DONEE shall not be liable and shall be held harmless by the DONOR for any damage or loss of the DONOR's personal property on the property.
30. The term "**DONOR**" is used interchangeably to describe signatories to contracts, grants, and agreements with the City and applies to reflect the relationship with the City (Engineer, Contractor, Licensee, Supplier, Vendor, Contractor, Grant Recipient, etc.
 - a. All records relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the DONOR, or any of the DONOR's independent contractors, associates, and/or subcontractors, shall be made available for inspection and copying upon written request to the City. Additionally, said records shall be made available upon request by the City to any state, federal or other regulatory authorities and any such authority may review, inspect, and copy such records. Said records include, but are not limited to, all plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Project, its design, and its construction. Said records expressly include those documents reflecting the time expended by the DONOR and its personnel to perform the obligations of this Agreement, and the records of expenses incurred by the DONOR in its performance under said Agreement. The DONOR shall maintain and protect these records for no less than **seven (7) years** after the completion of the Project, or for any longer period of time as may be required by applicable law, good professional practice, and upon notice during the pendency of any claims or litigation arising from the Project.

- b. The City, or its assigns, may audit all financial and related records (including digital) associated with the terms of the contract or agreement, including timesheets, reimbursable out of pocket expenses, materials, goods, and equipment claimed by the DONOR. The City may further audit any of the DONOR's records to conduct performance audits (to identify waste and abuse or to determine efficiency and effectiveness of the contract or agreement), or to identify conflicts of interest.
 - c. The DONOR shall at all times during the term of the contract or agreement, and for a period of seven (7) years after the end of the contract, keep and maintain records of the work performed pursuant to this contract or agreement. This shall include proper records of quotations, contracts, correspondence, invoices, vouchers, timesheets, and other documents that support actions taken by the DONOR. Documents shall be maintained by the DONOR, which are necessary to clearly reflect all work and actions taken. All such records shall be maintained in accordance with general accepted accounting principles. The DONOR shall, at its own expense, make such records available for inspection and audit (including copies and extracts of records as required) by the City at all reasonable times and without prior notice.
 - d. The obligations of this Section shall be explicitly included in any subcontracts or agreements formed between the DONOR and any subcontractors or suppliers of goods or non-professional services to the extent that those subcontracts or agreements relate to fulfillment of the DONOR's obligations to the City.
 - e. Costs of any audits conducted under the authority of this Section and not addressed elsewhere will be borne by the City, unless the audit identifies significant findings that would benefit the City. The DONOR will reimburse the City for the total costs of an audit that identifies significant findings that would benefit the City.
 - f. This Section shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the City may have by Federal, State, or Municipal law, whether those rights, powers, or obligations are express or implied.
31. No waiver of any of the terms, covenants, and provisions, conditions, rules, or regulations required by this Agreement, and no waiver of any legal or equitable relief of remedy, shall be implied by the failure of the DONEE or DONOR to assert any rights, or to declare any forfeiture, or for any other reason, and no waiver of any said terms, provisions, covenants, rules or regulations shall be valid unless it shall be in writing by the waiving Party.

32. DONEE reserves all rights and remedies available to it under law in the event the DONOR fails to perform as required by this Agreement.
33. DONOR acknowledges that DONEE's acceptance of DONATION is not an exchange for present or future remuneration or services of any kind by the DONEE to DONOR.
34. DONEE makes no representations regarding publicity, acknowledgement, or recognition to the DONOR regarding the DONATION.
35. All notices, demands, and requests which may be given, or which are required to be given by either party to the other shall be in writing and may be: hand delivered; sent by United States certified mail, postage prepaid and return receipt requested; sent by a nationally recognized overnight delivery service such as Federal Express Corporation, Emery, or United Parcel Service; or by facsimile. All notices, demands, and requests shall be deemed effective either: (A) upon delivery if hand delivered, as evidenced by written receipt therefor, whether or not actually received by the person to whom addressed; (B) upon deposit in the United States mail if by certified mail, return receipt requested, addressed to the intended recipient at the address indicated herein; (C) on the day deposited into the custody of a nationally recognized overnight delivery service such as Federal Express Corporation, Emery or United Parcel Service, for overnight next day delivery, addressed to such party at the address indicated herein; or (D) upon confirmed transmission, if delivered by facsimile, addressed to the intended recipient at the fax number indicated herein. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Agreement shall be as follows:

If to City: City of Chattanooga
 1250 Market Street, Suite 2100
 Chattanooga, TN 37402
 Attention: Administrator

With a copy to: City Attorney's Office
 100 East 11th Street, Suite 200
 Chattanooga, TN 37402

If to DONOR: AstroTurf
 2680 Abutment Road
 Dalton, GA 30721

36. If any covenant, agreement or condition of this Agreement or the application thereof to any person, firm, or corporation to any circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such covenant, agreement, or condition to persons, firms, or corporations or to circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby. Each covenant, agreement or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

37. The terms covenants and conditions contained in this Agreement shall bind and inure to the benefit of the DONEE and the DONOR, and their respective heirs, administrators, successors, and assigns.
38. The parties agree that time is of the essence for this Agreement and the performance of all obligations hereunder. Failure of the DONOR to timely install the AstroTurf on the PROPERTY by the COMPLETION DATE may result in the DONEE exercising all remedies under this Agreement.
39. Each covenant, agreement, obligation, or other provision of this Agreement to be performed by the DONOR are separate and independent covenants of the DONOR, and not dependent on any other provision of the Agreement.
40. This Agreement does not transfer ownership rights to the DONOR nor expand any access or entry rights of the DONOR upon the PROPERTY and in no way limits DONEE's rights of entry or access onto the PROPERTY during or after the PROJECT.
41. This Agreement shall be construed and interpreted in accordance with the laws of the State of Tennessee.
42. The terms and provisions of this Agreement shall not be construed against or in favor of a party hereto merely because such party or its counsel is the draftsman of this Agreement.
43. This writing contains the entire agreement between the parties hereto, and no agent, representative, or officer of the DONEE hereto has authority to make or has made any statement, agreement, or representation, either oral or written, in connection herewith, modifying, adding, or changing the terms and conditions herein set forth. No modification of this Agreement shall be binding unless such modification shall be in writing and signed by the parties hereto.
44. Nothing contained in this Agreement shall be construed to create a partnership, joint venture, or relationship of principal and agent between the DONEE and the DONOR. No provision of this Agreement shall be construed to confer any rights or remedies upon any party other than DONOR and DONEE.
45. Should any matter or condition beyond the reasonable control of either DONOR or DONEE such as, but not limited to war, public emergency, acts of terrorism, calamity, fire, earthquake, flood, acts of God, strikes, labor disturbances, or actions, civil disturbances or riots, or any governmental restriction, prevent performance of this Agreement in accordance with the provisions hereof, in whole or in part, performance of this Agreement by either party shall be suspended or excused to the extent commensurate with such interfering occurrence.

[signatures on the following page]

The signatories to this Agreement affirm they possess the authority to enter into this Agreement on behalf of the DONOR and DONEE and by signing below represent they understand and agree to be bound by the terms stated herein.

DONEE:

CITY OF CHATTANOOGA

By: _____

Name: _____

Title: _____

DONOR:

ASTROTURF CORPORATION

By: _____

Name: _____

Title: _____

AstroTurf Corporation

THE WORLD LEADER IN SPORTS & RECREATION SURFACES



EXHIBIT A

December 15, 2022

Project: UT Chattanooga- Jim Frost Stadium
Location: Chattanooga, Tennessee
Scope of Work: Conversion of a Natural Grass Field to Synthetic Turf
Field Area: Softball - Approximately 46,000 SF

AstroTurf Corporation appreciates the opportunity to provide you with a proposal for **AstroTurf Synthetic Turf** to be installed at **UT Chattanooga- Jim Frost Stadium in Chattanooga, Tennessee**. Our quote includes all labor, materials, tools, and equipment necessary to install in-place the synthetic turf applications (in accordance with our published product specifications).

AstroTurf Diamond OPS Series **Cost: \$75,000.⁰⁰**

Donation Amount: **\$ 465,106.⁰⁰**

Green Outfield/Infield – RootZone Diamond Blend OPS 52 oz – 1.5”

“Skinned Infield” / Warning Track – RootZone Diamond I OPS 52 oz – 1.5”

Mound/ Batter Box – RootZone Diamond I ERA 90 oz – 1.5”

Builders Risk Insurance **ADD: \$2,000.⁰⁰**

Payment and Performance Bonds **ADD: \$5,500.⁰⁰**

Drainage Base Construction

- Provide and install construction entrance
- Excavate field area with off-site disposal (finish grade to match existing grade)
- Grade subgrade utilizing laser guided equipment
- Provide and install 6” x 12” concrete curb and wooden nailer board field perimeter
- Provide and install geotextile fabric over sub grade and in trenches
- Provide and install perforated HDPE collector lines and tie into existing drainage structure within 40 linear feet of field perimeter
- Provide and install 1” x 12” flat pipe at 20’ on center
- Provide and install 4.5” of #57 stone, laser grade and compact
- Provide and install 1.5” of finishing stone, laser grade and compact
- Provide and install (1) sets of bases with anchors (SportsField Specialties)
- Provide and install (5) pitching rubbers (SportsField Specialties)
- Provide and install (4) bullpen home plates (SportsField Specialties)
- Provide and install (1) game home plate (SportsField Specialties)



AN
AstroTurf Corporation
GLOBAL BRAND

2680 Abutment Rd, Dalton, GA 30721
(800) 723-TURF (8873) help@astroturf.com

Synthetic Turf Inclusions

- Donation of a Synthetic Turf Playing Field to include all labor, materials, equipment, services, taxes, delivery, and installation complete-in-place of the new playing surface at Jim Frost Stadium
- Samples, submittal information, and shop drawings as required
- Installation by **AstroTurf**-certified crews
- Inlaid markings for the sport of softball
- (2) inlaid sideline logos 8' x 8'
- (8) sets of batter's box replacement panels (1 catchers, and 2 batters box panels per set)
- (2) sets of mound replacement panels (5 panels per set)
- All seams and inlays to be installed using cold glue
- An infill of ambient rubber and silica sand
- **AstroTurf's Standard (8) Year Warranty**
- Private/Non-Prevailing wages
- Cleanup and disposal of our debris into dumpsters
- Pricing is based on standard color palette
- AstroTurf employs an ASBA Certified Field Builder – Synthetic Fields on staff
- (1) 920SDE GreensGroomer

****All work must be fully accessible at one mobilization, if not additional mobilization charges may apply**

****Fuel and Freight cost will be re-calculated at time of order shipment due to rising transportation cost, fuel and freight cost are subject to change orders.**

***Our work is based on visual inspection of the existing facilities. Any survey, geotechnical testing, engineered plans, permitting, or inspections are not included in our scope of work but are available at an additional cost. If scope revisions are required after such services are performed, AstroTurf Corporation will provide an updated proposal.*

***AstroTurf takes pride in manufacturing and providing industry leading products, made from quality materials, purchased through reputable vendors, for you, our VALUED CUSTOMER. Supply and demand for all construction materials and freight are as volatile as they have ever been due to the economic climate that has affected the construction industry as whole, from local municipalities to global communities. As a result, AstroTurf may require additional compensation for any unforeseen cost increase greater than five percent (5%) as noted from the time the project was contracted to the time materials are purchased and shipped from our manufacturing facilities. Any cost increase shall be documented using material quotes, supplier list prices, invoices, or receipts if requested. Any cost increases due to conditions caused by AstroTurf will be the responsibility of AstroTurf. We appreciate your understanding of the construction world that we live in and value the opportunity to provide you with our services.*

***AstroTurf is only bound to the scope, schedule, and conditions of this proposal. AstroTurf reserves the right to revise this proposal prior to issuing a final, binding contract in the event the scope of the subject project changes and/or market conditions affect material or freight cost. AstroTurf expressly excludes any liquidated or actual damages or material price increases caused by industry-wide shortages in materials or labor. Furthermore, this proposal contains confidential and proprietary information of **AstroTurf Corporation**, and it should not be shared by you with any 3rd parties other than representatives or advisors retained by you. This proposal is valid for a period of 30 days. We look forward to working with you!*

Estimated By:

Bradley Frazier

bradley.frazier@astroturf.com

(336) 671-5302

Submitted By:

Garrett Bare

garrett.bare@astroturf.com

(336) 468-7239

Exclusions

- Any survey, layout, certification, testing, or inspection costs, other than those associated with visual base inspection
- Any alternating panels, custom colors, graphics, line packages, or replacement panels not stated in scope
- Any sports equipment/maintenance equipment not stated in scope
- Design/ construction drawings and/ or permitting for SWPPP
- Inlet protection
- Exfiltration/Infiltration trenches
- Fence work of any kind
- Testing of any kind not stated in scope of work
- Hydrology Study/ Engineered plans
- Prevailing/ Union Wages
- Fees and/or permits of any kind
- Asphalt work of any kind
- Any and/or all synthetic track surfacing
- All brick and/or masonry work
- Provision or installation of any scoreboards, clocks, etc. not stated in scope
- Exclude excavation, disposal, or replacement of any unstable/unsuitable soils
- Repair or patching of any existing concrete or asphalt paving
- Locating, relocation, removal, and/or repair of any existing utilities
- Supply and/or installation of electrical lines
- Any nontypical insurance requirements; if required additional charges may incur (i.e. railroad, pollution, cyber, ~~builders-risk~~ *DW 12/16/22*)
- Liquidated damages and/or actual damages due to scheduling or time constraints
- Rock/difficult excavation or trenching unable to be performed utilizing a 12,000 lb excavator
- Anything not specifically included in stated scope of work

***Payment Terms will be based on the credit worthiness of the customer.*