

**CITY OF DALTON
PUBLIC WORKS DEPARTMENT**

GENERAL CONSTRUCTION AGREEMENT

THIS GENERAL CONSTRUCTION AGREEMENT is made and entered into on this 16th day of August, 2021 by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and Signature Tennis Courts, hereinafter referred to as "CONTRACTOR".

WHEREAS, CITY owns certain real Property located at 28 Cedar St., Dalton, GA 30720 upon which the Parks and Recreation Department operates Lakeshore Tennis Center and Complex; and

WHEREAS, CITY desires to resurface 10 Tennis Courts and seal cracks as well as patch where needed upon said Property; and

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

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

1. CONSTRUCTION SITE: The real property upon which the project shall be constructed is located at Courts 1-10 at Lakeshore Park, hereinafter "subject property".

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

Days: 7 days a week if needed depending on court schedule.

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

In the event that CONTRACTOR should desire to use the subject property on additional dates or times, CONTRACTOR shall obtain written authorization from the Director of the Parks and Recreation Department. CONTRACTOR shall not restrict the public use of or access to the subject property except as may be authorized by the Director. The subject property shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the subject property. The subject property shall be used for construction of the

subject project and related storage only and not for any other commercial operations. The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents or other dangerous materials is prohibited except that such materials may be kept and stored in proper receptacles and secured from access by the public at the subject property during construction as may be necessary for use in the operation of CONTRACTOR for completion of the subject project. Any such substances shall be delivered in such amount, and stored and used only as approved by the CITY and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.

3. PROJECT: The CONTRACTOR shall complete the project and perform the services specified in the #072921 (RFP) which is included herein by reference and the specifications provided in the CONTRACTOR's proposal attached hereto as Exhibit "A".

4. DATE OF COMMENCEMENT: The CONTRACTOR shall commence work on the project on August 30th, 2021. If no date is provided, then the date of commencement shall be ten days from execution of this Agreement.

5. DATE OF COMPLETION: The CONTRACTOR shall complete the project on or before September, 2021.

6. CONTRACT SUM: The CITY shall pay to CONTRACTOR the total sum of \$46,385 Dollars for the complete performance of the project and terms of this Agreement. In addition, CITY shall pay to CONTRACTOR for any additional work performed pursuant to any mutually agreed to change orders. All change orders shall be in writing signed by both parties.

7. CONTRACT PENALTY: The CONTRACTOR shall pay to the CITY the amount of \$200 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 Subject property remaining on the subject property or possession of the CITY after 30 days shall be deemed abandoned by the CONTRACTOR and may be disposed of by CITY without liability to CONTRACTOR. 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 to which CITY has possession or control which are necessary for CONTRACTOR to perform the scope of services provided for herein;
 - (b) to provide reasonable assistance and cooperation to CONTRACTOR in obtaining any information or documentation which are necessary for CONTRACTOR to perform the scope of services provided for herein;
 - (c) to designate a representative authorized to act on the CITY's behalf with respect to the project. Unless otherwise provided, said CITY representative shall be the Director of Public Works;
 - (d) to permit access to the subject public subject property and obtain permission to access necessary private subject 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;

10. CONTRACTOR COVENANTS: CONTRACTOR covenants and agrees:
 - (a) to perform the scope of services in a 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 in same or substantially similar projects;
 - (c) to use only properly licensed employees or subcontractors for any work requiring a specialty 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;
 - (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;
11. INDEMNITY: CONTRACTOR shall indemnify CITY from and hold CITY

harmless against all claims, demands and judgments for loss, damage or injury to person or Subject 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 shall 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 Subject 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.

12. 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.

CONSULTANT 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 minimum of \$1,000,000.00 limit 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 to complete the project. 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 not 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
P.O. Box 1205
Dalton, GA 30722-1205

Such notice to CONTRACTOR shall be mailed to: Signature Tennis Courts
1025 Rose Creek Dr. Ste. 620-244
Woodstock, GA 30189

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

18. CONTRACT DOCUMENTS: The Agreement shall include the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Addenda relating to bidding and proposal requirements, and any other written information provided by the CITY in anticipation

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

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

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

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

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

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

22. BONDS: CONTRACTOR shall provide and maintain the types and amounts of bonds as required by the City of Dalton Request For Proposal provided in Section 3 – Project description.

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 an amount equal to fifteen percent (15%) of the contract sum as attorney fees.

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

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

CONTRACTOR:

CONTRACTOR:

By: _____

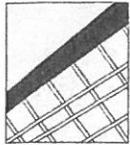
Title: _____

CITY:

CITY OF DALTON, GEORGIA

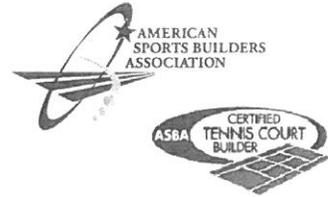
By: _____
MAYOR

Attest: _____
CITY CLERK



SIGNATURE TENNIS COURTS

Mike Imbornone, CTCB, Owner
PHONE: 404-642-5002
FAX: 770-516-0916
MIKE@SIGNATURETENNIS.COM



July 23, 2021

TO: DALTON PARKS AND RECREATION / LAKESHORE PARK
28 CEDAR STREET DALTON, GA 30720
RFP #072921

RESURFACE 10 COURTS AT LAKESHORE PARK

1. CLEAN COURTS AS NECESSARY
2. FILL ALL STRUCTURAL CRACKS WITH E330 CRACK FILLER AND INSTALL MULTI LAYERED RITE WAY CRACK REPAIR SYSTEM OVER ALL STRUCTURAL CRACKS (1/16" OR LARGER)
THE RITE WAY PRODUCT WILL NOT BUBBLE, HAS NO HOLLOW SOUND AND INCORPORATES A MICRO SEALANT MOISTURE BARRIER OVER THE CRACKS.
3. FILL ALL LOW LYING AREAS AND PAVING JOINTS WITH ACRYLIC PATCH BINDER
NOTE: THESE AREAS WILL IMPROVE BUT WILL NOT BE PERFECT
4. APPLY 3 COATS OF ACRYTECH FULL ACRYLIC PLAYING SURFACE
NOTE: IF ACRYTECH IS OUT OF STOCK, WE WILL USE A BRAND THAT IS EQUAL IN QUALITY
(COLORS WILL BE ROYAL BLUE AND LIGHT GREEN UNLESS SPECIFIED OTHERWISE)
5. STRIPE 10 REGULATION TENNIS COURTS WITH ONE COAT OF PRIMER AND TWO COATS OF TEXTURIZED WHITE LINE PAINT
6. SAND AND PAINT NET POSTS, RE-HANG NETS AND CLEAN WORK SITE THOROUGHLY

RESURFACE WITH RITE WAY CRACK REPAIR SYSTEM: \$46,385

NOTE: A 5 YEAR WARRANTY IS INCLUDED ON ALL EXISTING STRUCTURAL CRACKS COVERED WITH RITE WAY. IF ANY AREAS FAIL, THE CRACKS WILL BE RE-DONE AND AREA WILL BE RE-COLOR COATED. THIS WARRANTY DOES NOT INCLUDE ANY NEW CRACKS THAT MAY DEVELOP IN THE FUTURE.

NOTE: SIGNATURE TENNIS DOES NOT FEEL THAT IT IS AN OPTION TO RESURFACE THE COURTS WITHOUT INSTALLING THE RITE WAY SYSTEM OR A COMPETITIVE PRODUCT, AS THE CRACKS WILL MOST ASSUREDLY RETURN DURING THE FIRST WINTER.

NOTE: OWNER MUST PROVIDE WATER AND ELECTRICITY WITHIN CLOSE PROXIMITY OF COURTS

ACCEPTANCE SIGNATURE

DATE

Executive Summary

Signature Tennis Courts, Inc., strives to provide exceptional professional services, high quality products and outstanding customer service to each client and in each project that we undertake. For this request for proposal, Signature Tennis Courts, Inc. is proposing to resurface 10 hard courts at Lakeshore Park, located in Dalton, Georgia.

The project team consists of

Mike Imbornone (35 years' experience) - Owner / Supervisor / Point of Contact

Tom Heinen (15 years' experience) – Foreman / Grading Expert

Andy Reinish (35 years' experience)– Foreman / Clay Court Specialist

Matt Imbornone (5 years' experience) – Project Coordinator

Jose Hernandez (10 years' experience) – Color Coating Specialist

Steve Lottinger (2 years' experience)– Foreman

Vic Sikes (8 years' experience) – Paving Expert

Graham Glisson (7 years' experience) – Paving and Asphalt Expert

Bill Osterhold (10 years' experience) – Foreman and Project Specialist

Company History

Signature Tennis was founded in 2003 when the owners recognized a client driven need for exceptional professional services, high quality products and outstanding customer service in this mature industry segment. Further, the company insured that it was positioned to fulfill all aspects of the business from new court construction to providing the most basic maintenance / product needs. Since those key ingredients were defined the company has steadily grown into a highly regarded provider in all areas of the tennis court construction, maintenance and accessories business. Throughout these initial years the company has distinguished itself as the premiere choice of a discerning client base consisting of exclusive Country Clubs and top tier Tennis Facilities in the market area. Today Signature Tennis continues to set the highest standards for delivering on the promise of outstanding customer service and products to its broad base of demanding customers.

Primary Business

Signature Tennis Courts, Inc., is expert in building very large private and municipal facilities.

Experience

In the past three years Signature Tennis Courts, Inc., has rebuilt the Clemson University Tennis Center in Clemson, South Carolina, which included 6 new indoor courts and 12 new outdoor courts, has built 54 new courts at the Rome Tennis Center in Rome, Georgia, and has built 27 new hard and clay courts at Cooper Creek Tennis Center in Columbus, Georgia.

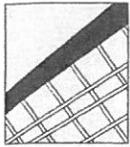
- ⇒ Georgia Tech Ken Byers Tennis Facility – 16 court facility
- ⇒ Reynolds Plantation Lake Club – 10 court facility – Voted USTA Facility of the year / 2009
- ⇒ Druid Hills Golf Club – 10 court facility
- ⇒ Piedmont Driving Club – 6 court facility
- ⇒ Ansley Golf Club – 8 court facility
- ⇒ Capital City Club – 8 court facility
- ⇒ Dunwoody Country Club – 14 court facility
- ⇒ Inverness Racquet Club Birmingham, Al – 15 court facility
- ⇒ Horseshoe Bend Country Club – 14 court facility – Voted USTA Facility of the year / 2015
- ⇒ Towns County – 14 court Pickle Ball facility / 2015
- ⇒ Spalding Co Pickle Ball / Wyomia Tyus Park – 14 court Pickle Ball facility 2017
- ⇒ Bitsy Grant – 12 court facility / 2018

Company Principles

Signature Tennis Courts, Inc., is clearly the recognized quality leader in tennis court construction, repair and maintenance in the market areas it serves. The reason for this is based on the company's ability to meet the expectations of a client base of this area's highest profile tennis facilities and country clubs. In addition, Signature Tennis sets itself apart from the competition with its core staff of professionals with over 125 years of hands on experience in all aspects of the tennis business.

Duration

Signature Tennis Courts, Inc. anticipates this project to take 2 to 2 1/2 weeks approximately from start date to completion.

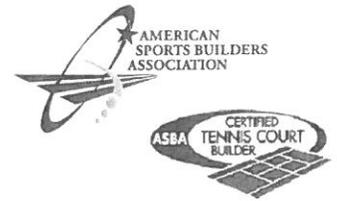


SIGNATURE TENNIS COURTS

PHONE: 404-642-5002

FAX: 770-516-0916

MIKE@SIGNATURETENNIS.COM



Mike Imbornone (Owner)

City of Sandy Springs
1 Galambos Way
Sandy Springs, Ga 30328
Mike Perry
770-730-5600
mperry@sandyspringsga.gov
Resurfaced tennis courts at various Parks 2009 to present

City of Milton
2006 Heritage Walk
Milton, Ga 30004
Tom McKlveen
678-584-3461
tom.mcklveen@cityofmiltonga.us
Resurfaced 4 courts with rite way Milton Tennis Center 2019

Cobb County Parks
100 Cherokee St. Suite 410
Marietta, Ga 30090
Mark Chandler
770-528-8831
mark.chandler@cobbcounty.org
Resurfaced 118 courts with rite way at 18 County facilities 2019

Cherokee Recreations and Park
Jordan R. Wood, CPRP
7545 Main Street – Building 200
Woodstock, GA 30188
770-924-7768
jrwood@cherokeega.com
Resurfaced 10 courts with rite way at Cherokee Tennis Center 2019 and converted 2 tennis courts at Kenney Askew Park to 6 permanent pickle ball courts 2021

More references available upon request

2021
Cherokee County Occupation Tax Certificate

This certifies that the business or individual listed below is hereby authorized to conduct business within the Unincorporated Areas of Cherokee County.

LC2007027658
SIGNATURE TENNIS COURTS, INC.

242 Rose Cottage Dr, Woodstock, GA 30189

This certificate is to be displayed conspicuously at the location of business, and is not transferable or assignable.

OTC20210000232

Issuance Number

541618

NAICS Code

Home Occupation

TYPE



January 04, 2021

Date Issued

Occupation tax is payable annually
starting January 1

Date Due

Kati L. Parker

License Officer

FireRMS:

OccNum:



2021 Occupation Tax Certificate

Development Service Center
1130 Bluffs Parkway
Canton, GA 30114

SIGNATURE TENNIS COURTS, INC.
1025 Rose Creek Drive
Suite 620-244
WOODSTOCK, GA 30189



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/13/2021

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

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

PRODUCER 404-756-7530 Boykin Insurance Inc. 99 Bradley St. NE Atlanta, GA 30312	CONTACT NAME: Jannette Boykin PHONE (A/C, No, Ext): 404-756-7530 E-MAIL ADDRESS: jannette@boykininsurance.com	FAX (A/C, No):
INSURED 404-642-5002 SIGNATURE TENNIS COURTS INC 1025 Rose Creek Drive Woodstock, GA 30189	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Ohio Security Insurance Co	NAIC # 24082
	INSURER B : Ohio Security Insurance Co	24082
	INSURER C : The Ohio Casualty Insurance Co	24074
	INSURER D : Ohio Security Insurance Co	24082
	INSURER E :	
	INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>		BKS (22) 58616502	02/27/2021	02/27/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>		BAS (22) 58616502	06/13/21	02/27/22	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/>		USO (22) 58616502	02/27/21	02/27/22	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ 10,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/>	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A	WXS (22) 58616502	07/19/2021	07/19/2022	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Inland Marie			BKS (22) 58616502	02/27/21	02/27/22	\$56,000 2019 T650 Bobcat Track Loader #ALJG29251 with bucket forks

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

CERTIFICATE HOLDER**CANCELLATION**

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Jannette S. Boykin</i>

© 1988-2010 ACORD CORPORATION. All rights reserved.

**Tennis Court Resurfacing
Request For Proposals
Dalton Parks and Recreation Department**

OVERVIEW

The City of Dalton (“Dalton”) Parks and Recreation Department (“DPRD”) seek proposals to resurface asphalt-based tennis courts at **Lakeshore Park (Courts 1-10) located at 28 Cedar Street, Dalton, GA 30720.**

SCHEDULE

Mandatory pre-bid meeting	Tuesday, July 20, 2021	11:00AM
RFP’s Due:	Thursday, July 29, 2021	2:00 PM

PROPOSAL CORRESPONDENT

Upon Release of this Request for Proposal, all vendor communications concerning this project must be directed to DPRD correspondent listed below:

Greg Walker, Recreation Superintendent-Interim Director/Project Manager

Dalton Parks and Recreation
904 Civic Dr., Dalton, GA 30720
Phone: 706-278-5404
FAX: 706-278-1057
gwalker@daltonga.gov

Unauthorized contact regarding the proposal with other DPRD employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City and DPRD. Vendor should rely only on written statements issued by the DPRD correspondent.

PROPOSAL RESPONSE DATE AND LOCATION

Envelopes containing RFP’s must be sealed, addressed to City of Dalton-Finance Department, 300 W Waugh Street, Dalton, GA 30720 and marked as follows: **“bid #072921”**.

The City Finance Department must receive the vendor’s proposal in a sealed envelope, in its entirety, not later than **2:00 PM**, Daylight Savings Time at the Finance Office in Dalton, Georgia on **Thursday, July 29, 2021**. Proposals will be opened publicly in the City Finance Department, 300 W Waugh Street, Dalton, GA on Thursday, June 29, 2021 at 2:05 p.m. but will not be made public at that time.

Proposals arriving after the deadline will be returned unopened to their senders. All proposals and accompanying documentation will become the property of the City and may not be returned.

Vendors assume the risk of the method of dispatch chosen. The City assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt. Late proposals will not be accepted nor will additional time be granted to any vendor. Proposals may not be delivered by facsimile transmission or other telecommunication or solely by electronic means.

WAIVER OF TECHNICALITIES

All items must meet or exceed specifications as stated by DPRD. The City reserves the right to waive any technicalities and to reject or accept any proposal in its entirety or to accept any portion thereof if it is determined that either method results in lower costs, better service, final satisfaction or is otherwise determined to be in the best interest of the City. Determination of best response to proposal will be the sole judgment of the City. Proposals shall remain valid for ninety days from the date of proposal opening.

MODIFICATION OF PROPOSALS

Any clerical mistake that is patently obvious on the face of the proposal may, subject to the limitations described below, be corrected upon written request and verification submitted by the proposers. A nonmaterial omission in a proposal may be corrected if DPRD or the City Finance Department determines that correction to be in the City's best interest. Omissions affecting or relating to any of the following shall be deemed material and shall not be corrected after the Proposal opening:

- (1) Price Information; and
- (2) Any required Insurance

WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn at any time prior to the proposal opening.

PROPOSER'S RESPONSIBILITY

When determining whether a proposer is responsible, or when evaluating a proposal, the following factors may be considered, any one of which will suffice to determine whether a proposer is responsible or the proposal is the most advantageous to the City:

- The ability, capacity and skill of the proposer to perform the contract or provide the equipment and/or service required.
- The character, integrity, reputation, judgment, experience and efficiency of the proposer.
- Whether the proposer can perform the contract within the time specified.
- The quality of performance of previous public and private contracts or services, including, but not limited to, the proposer's failure to perform satisfactorily or complete any written contract. The City's termination for default of a previous contract with a proposer, within the past three years, shall be deemed to be such a failure.
- The previous and existing compliance by the proposer with laws relating to the contract or service.
- If the proposer will be unable, financially or otherwise, to perform the work.
- At the time of the proposal opening, the proposer is not authorized to do business in the Georgia, or otherwise lacks a necessary license, registration or permit.
- Any other reason deemed proper by the City of Dalton in its sole discretion.

PROPRIETARY PROPOSAL MATERIAL

All information contained in the proposal is subject to public disclosure as provided by the Georgia Open Records Act.

NO OBLIGATION TO BUY

The City reserves the right to refrain from contracting with or purchasing from any vendor. The release of this request for proposals does not compel the City to enter into any contract.

COST OF PREPARING PROPOSALS

The City is not liable for any cost incurred by vendors in the preparation and presentation of proposals and demonstrations submitted in response to this proposal.

PROPOSAL AWARD AND EXECUTION

Proposers submitting proposals may be afforded the opportunity for discussion, negotiation and revision of proposals. All responsible offerors found by the City to have submitted proposals reasonably susceptible of being selected for award will be given the opportunity to participate in such discussions, negotiations and revisions.

PROPOSAL REQUIREMENTS/EVALUATION CRITERIA

DPRD will evaluate all written submittals. It is incumbent upon the proposers to demonstrate within their proposals how each requirement will be satisfied. All Proposals must meet the specification as outlined in this Proposal. The City reserves the right to investigate the qualifications and experience of the proposers, or to obtain new proposals. Proposals not sufficiently detailed or in an unacceptable form may be rejected by DPRD. Interested firms must follow the process outlined in the following pages in submitting their proposal.

The following criteria and the weight assigned to each will be used to evaluate proposals:

- Cost of complete project. Maximum Points – 40
- Experience with projects of similar size. Including 3 references from similar work performed within the last two (2) years. Maximum Points – 20
- Workmanship warranty statement and product warranty. Maximum Points – 20
- Type of durability and quality of product(s) submitted by proposer. Maximum Points – 15
- Minority business status. Maximum Points – 5

MANDATORY VENDOR AND INSURANCE REQUIREMENTS

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 before the contract is awarded. The City of Dalton vendor Packet can be found at Exhibit A. Insurance requirements are contained within the vendor packet. The vendor shall add the “City of Dalton” as an additional insured under the commercial general and automobile liability policies.

SCOPE OF WORK (Product/Service Requirements)

The following specifications are provided as a minimal requirement only. DPRD will consider any product/service that meets or exceeds the minimum requirements. Proposers shall provide information regarding the proposed product/service for evaluation by DPRD.

A. OBJECTIVE

To Repair and Resurface listed tennis courts as required to bring the courts up to USTA standards required by DPRD no later than September 17th, 2021.

B. INTERPRETATION

All questions about the definition and intent of these specifications shall be directed to the Parks/Project Manager so designated by Dalton Parks and Recreation.

C. EXAMINATION OF SITE AND SPECIFICATIONS

Before submitting a proposal, each proposer must:

1. Examine the specifications and scope of work thoroughly;
2. Visit the site to familiarize themselves with conditions that may affect the performance of the work;
3. Familiarize themselves with all local laws, ordinances, rules and regulations affecting the performance of the work;
4. Carefully correlate observations with the requirements of the specifications. Any cost incurred or implied in the preparation of this proposal will be at the expense of the proposer and Dalton Parks and Recreation will not honor any request for reimbursement of costs incurred. The Submission of a Proposal will constitute an incontrovertible representation by the proposer that it has complied with all of the above requirements.

D. RESURFACING MATERIALS AND APPLICATIONS

When submitting a proposal, the proposer should identify the manufacturer of the product chosen and submit along with the proposal, the manufacturer’s product data, including surface and crack preparations and application instructions and color samples.

1. Approved materials are:
 - a. Laykold Colorcoat
 - b. Southern Sport Surfaces
 - c. Color Coat
 - d. Sportmaster
 - e. Rite Way
 - f. Other fast dry resurfacing material upon approval by owner
2. Delivery, Storage, and Handling
 - a. Deliver materials to site in manufacturer's original, unopened containers and packaging with labels clearly identifying product name and manufacturer.
 - b. Store and handle materials in accordance with manufacturer's instructions.
 - c. Keep materials in manufacturer's original, unopened containers and packaging until application.
 - d. Store materials in clean, dry areas, out of direct sunlight and prevent from freezing.
 - e. Protect materials during storage, handling, and application to prevent contamination or damage. Close containers when not in use.
3. Do not apply asphalt tennis court surface color coating when air or surface temps are below 50 degrees F during application or within 24 hours after application.
4. Do not apply asphalt tennis court surface color coating when rain is expected during application or within 24 hours after application.
5. All courts (1-10) will be resurfaced with color of choosing by the DPRD with white border outside.
6. All surfaces shall be thoroughly cleaned with pressure, loose material scraped and removed. The surface shall be free of oil, grease, dirt, debris, tool marks, ridges and valleys.
7. Specific Site Needs
 - A. **Lakeshore Courts 1-6**
 1. Repair and fill cracks, patch where needed, replace/repair net post as needed, resurface/stripe all courts.
 - B. **Lakeshore Courts 7-10**
 1. Repair and fill cracks, patch where needed, replace/repair net post as needed, resurface/stripe all courts.

E. PLAYING LINES

After the surface has thoroughly cured, layout tennis court line markings in accordance with USTA Rules of Tennis. Apply line markings in two (2) inch wide playing lines, masked and painted with one coat of primer and two (2) coats of approved line paint.

F. NET POSTS

All net posts are to be wire brushed and painted with a rust resistant paint. If needed re-place post with new post.

G. CLEAN UP

Upon completion of the work day, all tools, materials and debris should be properly stored or disposed of and any damages or spills repaired or cleaned up.

H. PROTECTION

Allow a minimum of 24 hours curing time before opening tennis courts for play.

PROPOSAL FORMAT

Proposers are required to provide, at a minimum, the following:

Proposal Certification pages (completed)

Service references (minimum of three to include contact information)

Include a brief overview and history of your company, including but not limited to the following:

Number of years in business; owner of business (show parent company if subsidiary) and headquarters location (address, city, county, state, country, phone number)

Copy of business license (or occupational tax certificate) and any other licenses that pertain

Copy of Certificate of Insurance as stated in this document

Responsibilities of the Proposer

The Proposer, at its sole expense shall, as it pertains:

- Deliver a quality product/service.
- If DPRD selects this option, provide routine maintenance and service included replacing all parts of equipment which are faulty and/or worn out for a period of 5 years.
- Repair or replace inoperable items within 48 hours of notification by the City or DPRD for a period of 5 years.