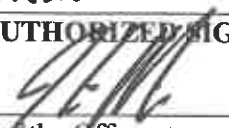


The City of Dalton
Parks and Recreation Department
REQUEST FOR SEALED COMPETITIVE PROPOSAL – advertised on 03/13/2022
Sealed Envelope shall be marked with the following information:

“Lakeshore Asphalt Track Resurfacing”

SCHEDULE OF EVENTS	
RFP Conference and site visit – 1212 DENNARD DRIVE, DALTON, GEORGIA, 30721	2:00 PM March 27, 2023
Deadline for requests for clarifications and questions. Any possible exceptions to the bid specification and/or terms and conditions should be addressed during this phase. These requests will be answered in an addendum and must be emailed to: csharpe@daltonga.gov AND mhendricks@daltonga.gov	3:00 PM April 17th
Sealed competitive proposals will be accepted until the due date and time. Any late submittals received will not be considered. Proposals must be submitted to The City of Dalton Finance Department located at 300 West Waugh Street, Dalton, Georgia, 30720.	2:00 PM April 21st, 2023
THIS FORM MUST BE SIGNED AND SUBMITTED TO BE CONSIDERED FOR AWARD	
COMPANY NAME: The Surface Masters, Inc.	DATE: 4/20/23
MAILING ADDRESS: 1393 Cobb Industrial Way	PHONE: 770-250-6392
CITY: Marietta	FAX: 770-674-6086
STATE: ZIP: GA 30066	SSN OR FEDERAL TAX ID: 27-2212631
EMAIL: justin.meier@thesurfacemasters.com	TITLE OF AUTHORIZED REPRESENTATIVE: President
PRINTED NAME: Justin Meier	AUTHORIZED SIGNATURE: 

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

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DALTON SOCCER COMPLEX PROJECT

Division 0 – Bid Requirements

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NAME OF PROJECT: “Lakeshore Asphalt Track Resurfacing”

NAME OF OWNER: THE CITY OF DALTON, GEORGIA

THE CITY OF DALTON (the “City”), pursuant to the provisions of O.C.G.A. § 36-91-1, *et. seq.* herein seeks sealed competitive Proposals from Contractors for the construction of the: **“Lakeshore Asphalt Track Resurfacing”**, located at 1212 DENNARD DRIVE, DALTON, GEORGIA, 30721.

The requirements for the construction of the Project, and the duties and responsibilities of the contractor whose Proposal is accepted, are set forth in the Request for Proposals issued by the City. Contractors interested in submitting Proposals must obtain Request for Proposals (RFP) on City’s website <https://www.daltonga.gov/rfps>.

Caitlin Sharpe, csharpe@daltonga.gov and Michael Hendrick, mhendricks@daltonga.gov will be the contact persons for questions. **All Proposers are required to email Caitlin Sharpe to be added to the Plan Holders list.**

Included in the RFP packet will be Instructions to Proposers, and Proposal Form, Price which must be fully completed and submitted along with Bid Bond and Executed E-Verify affidavit. Proposals not including executed E-verify affidavit will be automatically rejected. The Contract Documents require, among other things, the furnishing of all materials, labor, and equipment for the construction of the Project. The City reserves the right to make available other relevant documents or information concerning the Project.

Any Proposal submitted in response to this Request should comply strictly with all requirements set forth in the Instructions to Proposers. Any such Proposal must contain the completed Proposal Form setting forth the contractor’s proposed lump sum contract price for the full and complete construction of the Project in conformity with all requirements of this RFP. When a proposal lump sum exceeds \$100,000 then the proposal must include a fully executed Bid Bond in the amount of five percent (5%) of the proposed lump sum contract price and performance bonds.

Any Contractor that intends to submit a proposal must complete the City of Dalton Vendor Packet and be an approved active Vendor with the City. This includes meeting the insurance requirements listed in the Vendor packet. Applications can be obtained from the Finance Department or online at <https://www.daltonga.gov/finance/page/vendor-packets>

For any work requiring a specialty or professional license, only licensed subcontractors may be submitted for consideration, and copies of all applicable licenses shall be attached to the Contractor’s proposal.

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

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

1. Proposed Price- 25
2. Project Timeline - 25
3. Completeness of proposal- 25
4. Reputation and reliability of contractor -25

All Proposals must include the label on the last page of this document on the front of their RFP package. This label must be affixed to the outside of the envelope or package. Failure to attach the label may result in your Proposal being opened in error or not routed to the proper location for consideration. No RFP will be accepted after the date and time specified. The document should be received by the City of Dalton Finance Department located at 300 West Waugh Street, Dalton, Georgia 30720 no later than April 21, 2023 at 2 pm.

A total of 2 copies of the RFP are required. At the discretion of the City, and in conformity with the applicable provisions of Georgia Law, the City may afford contractors an opportunity for subsequent discussion, negotiation, and revision of Proposals. The City reserves the right to reject any or all Proposals and to waive any technicalities or formalities. Incomplete proposals will not be considered by the City.

Contractors are responsible for ensuring Proposals comply with Georgia law, including but not limited to all state and local laws, rules, regulations, ordinances, and policies. Any Proposal must include an affidavit meeting all requirements of O.C.G.A. § 13-10-91 verifying compliance with the applicable Federal work authorization program. The form for such an affidavit is attached as an exhibit to the Instructions to Proposers.

Any Proposal submitted in response to this Request shall remain open for acceptance by the City, and same shall be honored by the contractor, for a period of sixty (60) days from the date set forth hereinabove for the receipt of Proposals. Any questions or comments concerning this Request for Proposals should be addressed in writing to The City of Dalton Finance Department, 300 West Waugh Street, Dalton, Ga 30720.

SECTION 00020: INSTRUCTIONS TO PROPOSERS / SCOPE OF WORK

NAME OF PROJECT: "Lakeshore Asphalt Track Resurfacing"

NAME OF OWNER: THE CITY OF DALTON, GEORGIA

The City, through its Parks and Recreation Department, wishes to resurface the track at Lakeshore Park. The track is approximately 5,695 sy. Interested contractors must furnish all material and perform all labor necessary to complete the project. The City does not have a core sample of the track. The selected contractor should plan to complete their own drilling to obtain samples of the track.

Scope:

1. Mill existing track oval to a depth of approximately 3''
2. Haul Millings off-site
3. Proof Roll existing stone base
4. Install & Compact approximately 250 tons of graded aggregate base
5. Fine-grade stone base using laser-guided equipment
6. Proof roll newly installed & graded stone base
7. Install Prime Coat – 0.25 Gallons Per SY
8. Install 2'' 9.5 mm Type II asphalt topping and compact
9. ~~Stripe Track According to GHSA specifications with white lines.~~
 Stipe track according to match existing track lines
10. Add Alternate – Undercut existing subgrade to 1.5', replace with #34 stone
11. The North-West end of the track, approximately 100 SY+/-, straight away near the pavilion, the track should not be striped and should not be included in the striping cost. The City may decide to remove this area of the track from the contract. See RFI #1 of addendum: 01 issued on April 17, 2023.

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

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

Installer's Qualifications:

The Contractor's proposal shall include the qualifications of its installer. Include a minimum of three similar installations. Provide three Owner references. The proposal shall also include the installer's certifications from the manufacturer and professional associations.

Warranty:

The Contractor's proposal shall include the proposed manufacturer's warranty along with any information/pricing on available extended warranties. Include a detailed description of the Owner's responsibilities or obligations throughout the warranty period. The proposal shall include the history of warranty issues and or recalls and how these have been addressed.

Lump Sum Price:

On the attached proposal form, provide the lump sum price and prices per area of request. The pricing for any additional warranties/maintenance programs shall be offered under a separate form within the Contractor's proposal.

Contractor Schedule:

Contractors should provide a timeline of proposed work to begin and end.

Form of Agreement:

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

SECTION: 00080 PROPOSAL FORM

EXHIBIT "A"

NAME OF PROJECT: "Lakeshore Asphalt Track Resurfacing"

NAME OF OWNER: THE CITY OF DALTON, GEORGIA

NAME OF PROPOSED CONTRACTOR: The Surface Masters, Inc. (The "Contractor")

THE CITY OF DALTON (the "City"), pursuant to the provisions of O.C.G.A. § 36-91-1, *et. seq.*, herein seeks competitive Proposals from Contractors for the construction of the: "Lakeshore Asphalt Track Resurfacing" at 1212 Dennard Drive, Dalton, GA, 30721. This Proposal is submitted in response to the City's Request for Proposals dated 3/13/2023.

This Proposal is for the full and complete construction of the Project in conformity with all requirements of the RFP. The submission of this Proposal constitutes a representation by the

The contractor submits herewith its duly executed affidavit in accordance with the applicable Federal work authorization program. The contractor acknowledges that upon execution of any contract with the City, said affidavit shall be deemed a public record to the extent provided by Georgia law.

The Contractor further acknowledges that the Contract Documents provide no incentive provisions for early Completion of the Work.

Base Proposal

The Contractor proposes to properly resurface the track to meet safety standards in conformity with all requirements of the RFP and furnish all necessary labor, material, and equipment for such construction, and, furthermore, to fully, completely, and strictly perform all obligations of the Contractor as set forth in the Contract Documents, for the lump sum contract price of:

~~\$256,525.00~~ \$212,800.00 (unit price contract)

The contractor must include a price sheet that is included at the end of the document with their submitted package. Said lump sum contract price is allocated, in its entirety, to the following elements of the work: Attached hereto, and incorporated herein as part of this Proposal, Contractor submits the contractor's qualifications and proposal. The contractor acknowledges that the City may rely upon the truthfulness and accuracy of the responses set forth therein. In addition, Contractor has submitted herewith as part of this Proposal such documentation and information as the Contractor deems appropriate to establish that it is a responsible and responsive Contractor and that its Proposal is the most advantageous to the City, taking into consideration the specific evaluation factors, listed in their order of relative importance, as set forth in the

above-referenced Request for Proposals. Contractor acknowledges that the City may rely upon the truthfulness and accuracy of such documentation and information.

The Contractor proposes and agrees to commence actual construction (i.e., physical work) on site with adequate management, labor, materials and equipment within ten (10) days after receipt of Notice to Proceed and prosecute the Work diligently and faithfully to completion within the required Contract Time. Prior to commencing such Work, and prior to the issuance of the Notice to Proceed, Contractor shall furnish to the City duly executed Payment and Performance Bonds complying with all requirements of the Contract Documents along with Certificates of Insurance demonstrating that all required coverages are in place. Contractor submits herewith its executed Bid Bond in accordance with the requirements of the City as set forth in the Instruction to Proposers.

Contractor herein acknowledges that this Proposal shall constitute an offer by Contractor to contract with the City for construction of the Project in conformity with all requirements of the Contract Documents for the lump sum contract price as set forth hereinabove. Said offer by Contractor is irrevocable and subject to acceptance by the City until the expiration of sixty (60) days following the date set forth in the Request for Proposals for receipt of Proposals by the City.

[CONTRACTOR]

By: _____

[SEAL]



Witness: _____

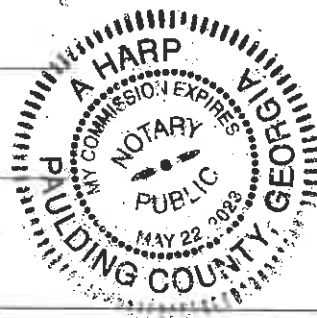
[SEAL]

Sworn and subscribed to before me this 20 day of April, 2023

NOTARY PUBLIC: _____

Commission Expirations: _____

May 22, 2023



SECTION 00130 – BID BOND

EXHIBIT “B”

NAME OF PROJECT: “Lakeshore Asphalt Track Resurfacing”

NAME OF OWNER: THE CITY OF DALTON, GEORGIA

NAME OF PROPOSED CONTRACTOR:

THE SURFACE MASTERS, INC.

(THE “CONTRACTOR”)

KNOW ALL MEN BY THESE PRESENTS that

ATLANTIC SPECIALTY INSURANCE COMPANY

as Surety (the “Surety”), and THE SURFACE MASTERS, INC., as

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

WHEREAS, the Contractor, in response to a Request for Proposals issued by the City, has submitted its Proposal for the construction by Contractor of the: **“Lakeshore Asphalt Track Resurfacing”**

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

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

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

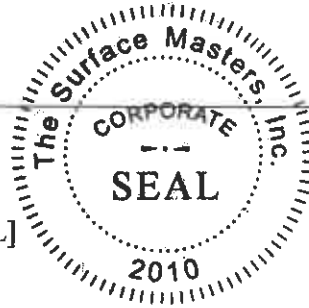
The Surety shall cause to be attached to this Bid Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of the Surety to execute and deliver same.

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

IN WITNESS WHEREOF, the undersigned have caused this Bid Bond to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this 19th day of April, 2023.

THE SURFACE MASTERS
[CONTRACTOR]

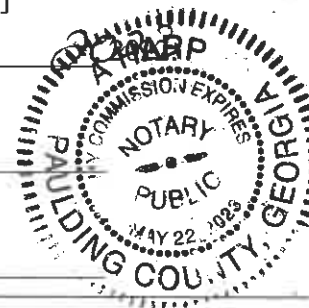
By: [Signature] [SEAL]



Witness: _____ [SEAL]

Sworn and subscribed to before me this 20 day of April

NOTARY PUBLIC: [Signature]



Commission Expirations: May 22, 2023

ATLANTIC SPECIALTY INSURANCE COMPANY
[NAME OF SURETY]

By: [Signature] [SEAL]

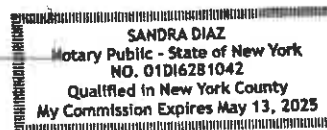
Francesca Kazmierczak, Attorney-In-Fact

Witness: [Signature] [SEAL]

Aklina Noorhassan, Witness

Sworn and subscribed to before me this 19th day of April, 2022.

NOTARY PUBLIC: Sandra Diaz [Signature]



Commission Expirations: May 13, 2025

[ATTACH PROPERLY EXECUTED POWER OF ATTORNEY]

Mandatory Price Proposal Form

Task	Cost
Mill existing track oval to a depth of approximately 3"	\$ 10,495.00
Haul Millings off-site to Dalton Public Works Department	\$ 12,600.00
Proof Roll existing stone base	Included
Install & Compact approximately 250 tons of graded aggregate base	\$ 11,165.00
Fine-grade stone base using laser-guided equipment	\$ 6,150.00
Install Prime Coat – 0.25 Gallons Per SY	\$ 7,090.00
Install 2" 9.5 mm Type II asphalt topping and compact	\$ 112,225.00
Apply 2 two coats of black acrylic resurface material	\$ 43,725.00
Apply 2 two coats of acrylic color coating – DPBD to select the colors	\$ 43,725.00
Stripe Track According to GHSA specifications with white lines.	
Stripe track to match existing track lines	\$ 9,350.00
Add Alternate- Cost to mill, grade, test roll, install toping and compact of the 100 +/- sy of the North-West end of the track <i>This portion of the project could be removed from the contract</i>	\$ 2750.00
Add Alternate – Undercut existing subgrade to 1.5', replace with #34 stone	\$ 255,060.00
Lump Sum Total:	\$ 256,525.00
The City of Dalton will consider proposals for products equal to or better. If not providing the exact product, complete details and specifications for the product must be submitted with the RFP.	
Expected completion timeline of the project: 14 days	

\$212,800.00

* Add Alternate SMI Recommended* - Full Depth Reclamation Base Fully Blended and Amended
SUBMITTED: with 50 lbs Per SY of Portland Cement at 10" depth \$110,830.00
 The Surface Masters, Inc.

(See attached
 Proposal)

Company Name

1393 Cobb Industrial Way Marietta, GA 30066
Company Address

Authorized Signature

Justin Meier - President
Print Name & Title

TRACK INSTALLATION REFERENCES

Must list references of three similar projects and site contact information

Project #1

School, Department Name: Cherokee County Schools, Sixes Elementary School

Address: 20 Ridge Rd

City: Canton State: GA Zip Code: 30114

Contact Person: Trey Moores

Phone number: 404-623-5919

Date of Installation: 5/31/22 - 6/12/22

Project #2

School, Department Name: Forsyth County Schools, Vickery Creek Middle School

Address: 6240 Post Rd

City: Cumming State: GA Zip Code: 30040

Contact Person: Lee Rowe

Phone number: 404-569-2923

Date of Installation: 6/3/22 - 6/24/22

Project #3

School, Department Name: Whitfield County Schools, Varnell Elementary School

Address: 4421 GA-2

City: Dalton State: GA Zip Code: 30721

Contact Person: Kenneth Harless / Eric Patterson

Phone number: 706-260-9884 / 706-876-7280

Date of Installation: 6/15/21 - 6/24/21

Checklist for Bid Documents

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

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

Addenda Acknowledgement

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

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

Addendum No. 1 Dated: 4/17/23
Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____

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

Company's Name:

The Surface Masters, Inc. Date: 4/20/23

Authorized Representative's Name: Justin Meier

Authorized Representative's Signature: 

Mill & Resurface with Full Depth Reclamation Option

1. The area under consideration comprises approx. **5,695 square yards**.
2. **Trips:** The work described herein will be completed in up to **16** trips.
3. **Barricading:** All areas will be barricaded during and after the paving process. It is the owner's responsibility to make sure all barricades remain effective after our crews leave the jobsite.
4. **Pre-Pave Milling:** Prior to paving, mill pavement to a depth of **3 inches**. After milling is completed, saw cut edges of pavement to establish a clean joint to tie into. Repair area/s will be shaped symmetrically where possible. Asphalt millings and debris will be removed from job site and hauled off and properly disposed of. Work area will then be swept and blown clean in order to receive the pre-pave tack coat. To have a better understanding of the Milling process, please view our video: [The Surface Masters Milling Process](#)
5. **Full Depth Reclamation/Soil Stabilization:** Area to receive Full Depth Reclamation Base Fully Blended and Amended with 50 lbs of Portland Cement Per Square Yard at a depth of 10 inches.
6. **Stone Base/Fine-Grading:** Install and Compact approximately 250 TN of graded aggregate base and fine-grade stone base using laser-guided equipment.
7. **Pre-Pave Qualification:** The existing surface should be able to sustain the weight of our loads of new asphalt as well as equipment. Our firm will conduct a "Proof-Roll" of the existing surface. We will have an 18-ton (approx.) loaded dump truck slowly drive over existing sub-base to test and make certain that the sub-base can sustain the load. If it is deemed necessary by contractor and owner's representative to repair base, additional charges could apply and will be treated as a change order.
8. **Pre-Pave Prime Coat:** Install Prime Coat - 0.25 Gallons Per SY
9. **Surface Asphalt:** Area will be paved with **2 inches** (compacted thickness) of 9.5mm Type II Surface Asphalt and properly compact.
10. Apply two (2) coats of black acrylic resurface material.
11. Apply two (2) coats of acrylic color coating - *DPRD to select colors*
12. Stripe track to match existing track lines.
13. **Cleaning:** The repair area/s to be paved will be cleaned of all loose materials with power sweepers, blowers, asphalt brooms, etc. At job completion all work areas will be left clean and all construction debris will be removed from job site.
14. **Owner/Manager Conditions:** It is the owner's responsibility to have all material, cars, equipment, obstructions, etc. removed from the area where the work will take place. ***Please see the attached Owner's Responsibility & Conditions page.***
15. ****Price includes BASE BID LUMP SUM TOTAL.****

Total Price: \$367,355.00



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Debra A. Deming, Sandra Diaz, Anne Potter, Peter Healy, Susan A. Welsh, Frances Rodriguez, Aklima Noorhassan, Francesca Kazmierczak, Jennifer Jakaitis, Kemal Brkanovic, Valerie I. Spates, Beverly A. Woolford**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

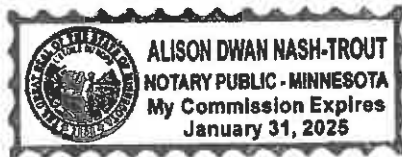
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 19th day of April, 2023

This Power of Attorney expires
January 31, 2025



Kara Barrow, Secretary

STATE OF GEORGIA
WHITFIELD COUNTY
CITY OF DALTON

VENDOR AFFIDAVIT AND AGREEMENT (E-Verify)

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

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

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

FURTHER AFFRANT SAYS NOTHING.

BY: Authorized Officer or Agent

04/20/23
Date

01-09-2013

Authorization Date for EEV Program

The Surface Masters, Inc.
Contractor Name

629558

Employment Eligibility (EEV) #

President

Title of Authorized Officer or Agent of Contractor

Justin Meier

Printed Name of Authorized Officer or

Agent Sworn to and subscribed before me

This 20th day of April 2023

Notary Public

My Commission Expires May 22, 2023

*MUST BE NOTARIZED

*Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603. As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

Checklist for Bid Documents

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

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

Addenda Acknowledgement

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

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

Addendum No. 1 Dated: 4/17/23
Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____

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

Company's Name:

The Surface Masters, Inc. Date: 4/20/23

Authorized Representative's Name: Justin Meier

Authorized Representative's Signature: 

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



SEALED BID ENCLOSED

“Lakeshore Asphalt Track Resurfacing”

Due Date and Time: April 21, 2023 at 2 pm

Vendor Name

Address

City, State, Zip Code

DELIVER TO:

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



"EXHIBIT A"

FINANCE DEPARTMENT
P.O. BOX 1205
DALTON, GEORGIA 30722
PHONE: (706) 278-6006
FAX: (706) 277-4640



Dear City of Dalton, DWRSWMA, Nob North Golf Course, & Senior Center Vendors:

Thank you for your interest in becoming an approved vendor with the City of Dalton. We are providing this vendor packet in order to place your company on the approved active vendor list for the City. The requested information allows us to comply with all applicable laws and regulations governing the City of Dalton. Although there is a lot of information enclosed in this packet, it is our intention to make this process as easy as possible.

Please complete all documents as listed on the enclosed return documentation checklist and mail your packet to the Finance Department at the following address:

City of Dalton
Attn: Accounts Payable
P.O. Box 1205
Dalton, GA 30722

In addition, please find attached a copy of the W-9 and ST-5 exemption form for the City of Dalton. Please retain this information for your records.

Should you have further questions, please do not hesitate to contact our Finance Department at (706) 278-6006, or via email to vendor@daltonga.gov.

Thank you for your interest in doing business with the City of Dalton.

Return Documentation Checklist:

REQUIRED FROM ALL VENDORS:

- ☐ 1. Completed vendor application.
- ☐ 2. Completed W-9 Form, only remit the first page of the four page document.
- ☐ 3. If you are providing **labor or services** to the City of Dalton, it is **Mandatory** to complete either option a or b.
 - ☐ a. If you have an employee other than yourself, and you are providing labor or services to the City of Dalton, (Pursuant to O.C.G.A. §13-10-91 (b)(1)), a Vendor affidavit and Agreement (E-Verify) must be submitted. If you are unsure if you are required to fill out this form, please contact the Finance office (706-278-6006) and we will advise you.

OR

- ☐ b. If you have no employees other than yourself, and you are providing labor or services to the City of Dalton, please provide a copy of State issued identification card/driver's license from an approved state as provided on the Attorney General's website. Subcontractors and sub-subcontractors are also required to follow these requirements.
- ☐ 4. Copy of your company's most recent insurance certificate(s). This certificate must be kept current. If service is performed on City of Dalton property, additional insurance requirements apply. See attached explanation of insurance requirements.
- ☐ 5. Completed Workers' Compensation Affidavit.
- ☐ 6. Information Security Affidavit.

OPTIONAL FORM

☐ Completed ACH Payment Approval Form. (Please complete optional form to receive vendor payments through automated fund transfer.)

****If any required forms are returned incomplete, an active vendor status will not be granted and subsequent payments may be delayed. Please remember that documents requiring notary verification must be notarized to be considered complete.**

FINANCE DEPARTMENT
P.O. BOX 1205
DALTON, GEORGIA 30722
PHONE: (706) 278-6006
FAX: (706) 277-4640



FOR CITY USE ONLY

<input type="checkbox"/> Initial Application		<input type="checkbox"/> Revision	
Vendor ID			
Month	Day	Year	
Initial Below when complete Packet Completion verified _____			

VENDOR APPLICATION

Contract Number _____

Project Name _____

Company/Individual Name: The Surface Masters, Inc.

Doing Business As: —

Physical Address: 1393 Cobb Industrial Way

City: Marietta State: GA Zip Code: 30066

Remittance Address for payments: " "

City: _____ State: _____ Zip Code: _____

Principal line of business, please briefly describe any services or products provided: _____

Asphalt Maintenance

Phone Number: 772-50-6392 Fax Number: 770-74-6086

E-Mail Address: Griffin.Duncan@thesurfacemasters.com

Vendor Contact/Representative: Griffin Duncan

Organized as: ☐ Individual ☐ Partnership ☒ Corporation Date: 2010 State: GA

Federal Tax ID Number (if company): 27-2212631

Social Security Number (if individual): _____

DUNS Number: 967699310

Special Status: ☐ DBE-Disadvantaged Business Enterprises (Please submit copy of certificate)
☐ MBE-Minority Owned (Please submit copy of certificate)
☐ WBE-Women Business Enterprises (Please submit copy of certificate)

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

The Surface Masters, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1393 Cobb Industrial Way

Requester's name and address (optional)

6 City, state, and ZIP code

Marietta, GA 30066

7 List account number(s) here (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - _____

or

Employer identification number

2 7 - 2 2 1 2 6 3 1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

Feb 23, 2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

E-VERIFY FREQUENTLY ASKED QUESTIONS

There has been some confusion regarding E-VERIFY, what it is, who needs to have a number, and how they obtain a number. As designed, E-VERIFY is an Internet-based system operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) that allows employers to electronically verify the employment eligibility of newly hired employees. E-VERIFY is currently the best means available for employers to electronically verify the employment eligibility of their newly hired employees. E-VERIFY virtually eliminates Social Security mismatch letters, improves the accuracy of wage and tax reporting, protects jobs for authorized workers, and helps U.S. employers maintain a legal workforce.

Q: Why should I consider participating in E-VERIFY?

A: The state of Georgia has mandated that government entities comply with E-VERIFY. The State of Georgia and the City of Dalton requires a vendor's affidavit from any vendor who may provide labor or services to the City.

Q: How do I register for participation in E-VERIFY?

A: You can register for E-VERIFY at <https://e-verify.uscis.gov/enroll>, which provides instructions for completing the registration process. You will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you the employer, the SSA, and USCIS. Any employee who has signatory authority for the employer can sign the MOU.

Q: What should the EEV# that I am required to fill in on the E-VERIFY affidavit look like?

A: Your EEV# should be 5 or 6 digits long, and should contain no letters. This number can be found on your MOU.

Q: Do I have to sign a vendor's affidavit if I have no other employees besides myself?

A: No, if you have no other employees besides yourself, you can provide a copy of most state issued ID's, and this will meet the qualifications for E-VERIFY.

Q: How can I get help with enrolling if I have a question?

A: DHS offers assistance in enrolling, phone number 1-888-464-4218 or email E-verify@dhs.gov

Q: I have recently filled out an E-VERIFY affidavit for the City of Dalton, do I need to fill one out every year?

A: Yes, the City is required to update E-VERIFY affidavits annually.

Q: Who is required to submit an E-Verify affidavit?

A: All businesses that contract with the City for labor or services by bid or contract in which the labor or services exceed \$2,499.99 must submit an E-Verify affidavit unless the contractor has no employees or the contract is with an individual licensed under Title 26, Title 43, or the State Bar of Georgia who is in good standing and that individual is performing the service.

Q: If the contract is exclusively for goods and there are no services being provided does the local governing authority need to collect an E-Verify vendor affidavit?

A: If the contract is solely for goods, there is no requirement that the vendor register with the federal E-Verify program.

Q: Does the local governing authority have to collect affidavits from subcontractors and sub-subcontractors?

A: The local governing authority is only responsible for collecting contractor affidavits for the parties with whom the local governing authority has directly signed a contract. The contractor is responsible for collecting subcontractor affidavits, the subcontractors must collect from their sub-subcontractors, and so on.

Q: If there is only one contractor that can provide a certain service to the local governing authority and they refuse to follow the E-Verify contractor requirements, can the local governing authority contract with them?

A: Local governing authorities can only enter into contracts with contractors that follow the E-Verify requirements as provided in O.C.G.A. §13-10-91.

Q: Is the local governing authority required to verify the information provided in the E-Verify Vendor affidavit?

A: No. The contractor is responsible for the information provided. If any of the information provided is determined to be erroneous, the liability is with the contractor and not the local governing authority.

What Your Business Needs to Know about Georgia's E-Verify Requirements (Effective July 1, 2013)

E-Verify Contractor Requirements

Georgia law, **O.C.G.A. § 13-10-91**, requires **all businesses** that contract with a public employer for **labor or services** by bid or by contract in which the labor or services **exceed \$2499.99** to sign an affidavit attesting that they are registered for and use E-Verify **unless** 1) the contractor has **no employees** (in which case they must present an approved state issued identification card/drivers' license from an approved state as provided on the Attorney General's website) or, 2) the contract is with an **individual** licensed under Title 26, Title 43, or the State Bar of Georgia who is in good standing and **that individual** is performing that service. Anyone your business subcontracts with for labor and services, as well as the subcontractors of your subcontractors, in furtherance of that contract is also subject to this requirement. E-Verify Contractor, Subcontractor, and Sub-Subcontractor affidavits can be found here.

E-Verify Private Employer Requirements

Georgia law, **O.C.G.A. § 36-60-6**, requires all businesses, **with more than 10 employees** that are seeking an occupation tax certificate/business license or other document required to operate a business with a county or city to sign an affidavit attesting that they are registered for and use E-Verify. Businesses with **10 or fewer employees** are required to sign an affidavit attesting that they are exempt from this requirement. Once a business has provided this affidavit to the county, all subsequent renewals can be provided with the submission of the E-Verify number, as long as it is the same number as provided on the affidavit, or assertion that your business is exempt. The county will provide the format in which renewal information is collected. E-Verify Private Employer and Exemption Affidavits can be found here.

What Is E-Verify?

E-Verify is a federal Web-based system that electronically verifies the employment eligibility of newly hired employees. It works by allowing participating employers to electronically compare employee information taken from the I-9 Form (the paper-based employee eligibility verification form used for all new hires) against records in the Social Security Administration's database and the records in the Department of Homeland Security immigration databases.

Where Do I Find My E-Verify Number?

The Human Resources Department for your business should have that information, if you have registered. The E-Verify number, which consists of four to six numerical characters, is located directly below the E-Verify logo on the first page of the memorandum of understanding (MOU) entered into between your business and the Department of Homeland Security (DHS) to use E-Verify.

What if I cannot locate or do not have access to my MOU?

If the HR director/program administrator for E-Verify from your business has taken the E-Verify tutorial, you may obtain your company ID number by: 1) Logging in to E-Verify with your assigned user ID and password; 2) From 'My Company,' select 'Edit Company Profile;' 3) The Company Information page will display the company ID number. If your HR director/program administrator has not completed the tutorial, you must contact E-Verify Customer Support at 888-464-4218 or at E-Verify@dhs.gov for assistance.

Is the Federal Tax Identification Number/Employer Identification Number (EIN) the same as the E-Verify Number?

No. While you will be required to provide the Federal Tax Identification Number/EIN for your business to DHS in order to register for E-Verify, a separate number, which consists of four to six numerical characters, will be provided as the E-Verify number for your business by DHS, which will be located on the MOU.

How Do I Register for E-Verify? To register for E-Verify, please visit the DHS website. If you need assistance in completing the registration process or need additional information relating to E-Verify, call their customer service number at 1-888-464-4218, email them at E-Verify@dhs.gov or visit their website at http://www.dhs.gov/e-verify.

STATE OF GEORGIA

WHITFIELD COUNTY

CITY OF DALTON

VENDOR AFFIDAVIT AND AGREEMENT (E-Verify)

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

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

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

FURTHER AFFIANT SAYETH NOT.

BY: [Signature]
Authorized Officer or Agent

4/18/23
Date

1/9/13
Authorization Date for EEV Program
U29558
Employment Eligibility (EEV) #

The Surface Masters, Inc.
Contractor Name

President
Title of Authorized Officer or Agent of Contractor

Justin Meier
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me

This 18 day of April, 2023

[Signature]
Notary Public

My Commission Expires: May 22, 2023

*MUST BE NOTARIZED



*Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603. As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

FINANCE DEPARTMENT

P.O. BOX 1205
DALTON, GEORGIA 30722
PHONE: 706-278-6006
FAX: 706-277-4640



Insurance Requirements

General Liability Coverage - Before commencing any work for the City of Dalton, you must furnish a valid *General Liability Certificate of Insurance* with a minimum limit of \$1,000,000 per occurrence for bodily injury and property damage. **The City of Dalton, GA must be shown as an additional insured.**

Workers Compensation - Please complete the Workers' Compensation Insurance Affidavit to determine if any exemption to Workers' Compensation Insurance is applicable. However, if no exemption is met, a valid Worker's Compensation Certificate of Insurance must be submitted evidencing:

- Workers' Compensation Statutory Limits
- Employer's Liability:
 - Bodily Injury by Accident - \$100,000 each accident
 - Bodily Injury by Disease - \$500,000 policy limit
 - Bodily Injury by Disease - \$100,000 each employee

Auto Liability Certificate of Insurance (if autos used in the performance of work):

- Minimum \$1,000,000 limit per occurrence for bodily injury and property damage. Comprehensive form covering all owned and non-owned and hired vehicles.

Professional Services Insurance-Errors & Omissions - Including consultants, counselors, engineers, attorneys, accountants, etc.

- Minimum \$1,000,000 per claim

Additional Insurance Requirements based on type of service:

Type of Service	Additional Insurance Requirements
Asbestos Abatement	Contractor's Pollution Liability (w/ 1 year extended reporting period) <ul style="list-style-type: none"> ○ Each Occurrence \$3,000,000
Building Remodeling & Construction: (This includes all aspects of building work, including, but not limited to: ducts, electrical, HVAC, painting, plumbing, roofing, etc. <u>*The City of Dalton must be listed as an additional insured on contracts of this type*</u>)	For Renovations: Property Coverage or Builders Risk Policy – equal to or greater than the existing building value For New Construction: Property Coverage or Builders Risk Policy – equal to or greater than the total cost of construction per contract For Mixed Renovation and New Construction: Property Coverage or Builders Risk Policy – equal to or greater than the existing building value being renovated plus the total cost of new construction per contract If hazardous substances are involved: Contractor's Pollution Liability w/ 1 year extended reporting period) <ul style="list-style-type: none"> ○ Each Occurrence \$1,000,000 ○ Aggregate \$2,000,000
Landscaping & Lawn Care: (If herbicide, fungicide, pesticide or other chemical application is involved)	Environmental Impairment Liability (w/ 1 year extended reporting period) <ul style="list-style-type: none"> ○ Each Occurrence \$1,000,000 ○ Aggregate \$2,000,000
Pest Control	Environmental Impairment Liability (w/ 1 year extended reporting period) <ul style="list-style-type: none"> ○ Each Occurrence \$1,000,000 ○ Aggregate \$2,000,000
Refuse Transportation & Disposal	Contractor's Pollution Liability (w/ 1 year extended reporting period) <ul style="list-style-type: none"> ○ Each Occurrence \$1,000,000 ○ Aggregate \$2,000,000
Transportation – this applies primarily to the transport of people	Automobile Liability – seating capacity of 15 or less <ul style="list-style-type: none"> ○ Combined Single Limit \$3,000,000 Automobile Liability – seating capacity greater than 15 <ul style="list-style-type: none"> ○ Combined Single Limit \$5,000,000

WORKERS' COMPENSATION INSURANCE AFFIDAVIT

Vendor/Contractor Name: The Surface Masters, Inc. Vendor Number: _____
Address: 1393 Cobb Industrial Way, Marietta GA 30066
Contact: Griffin Duncan Phone No.: 770-250-6392

Vendor/Contractor is: (check the appropriate box)

1. ☒ An employer that employs two or more persons, part-time or full-time.
2. ☐ A sole proprietor with no employees*
3. ☐ A sole proprietor with two employees who has filed a Form WC-10 with contractor's insurance company making election to be included as an employee for workers' compensation purposes.
4. ☐ A partnership of less than three partners and no employees.
5. ☐ A partnership with less than three employees but whose combined total of employees and partners includes three or more persons and the partners have filed a Form WC-10 with contractor's insurance company making election to be included as an employee for workers' compensation purposes.
6. ☐ A corporation or limited liability company with less than three employees but whose combined total of employees, officers and/or members includes three or more persons.

If box Nos. 1, 3, 5, or 6 was checked above, please fill out the following insurance information:

Workers Compensation Insurance Company
Name: Sterling Seacrest Pritchard, Inc.

Workers Compensation Insurance Policy No. 100054394

Expiration Date 9/30/2023

If self-insured, SBWC ID# _____

By executing this affidavit, the undersigned verifies that the information supplied above is true and correct.

Sworn to this 18 day of April 2023.

Subscribed and sworn before me
on this 18 day of April

Signature: _____

Name: Justin Meier

Title: President

Notary Public

* "Employee" shall include every person, including minors, working full-time or part-time under a contract of hire, written or implied.

STATE OF GEORGIA

WHITFIELD COUNTY

CITY OF DALTON

Information Security Affidavit

I understand that as a vendor with the City of Dalton, there is a possibility that the employee of The Surface Masters, Inc. (vendor) may be exposed to confidential information including, but not limited to social security numbers, credit card numbers, checking account information, and/or personal health information of customers or employees.

In consideration of the active vendor status with the City of Dalton, and as an integral part of the terms and conditions of the continued active status, I hereby pledge as a representative of my company to safeguard the integrity of this information and agree that The Surface Masters, Inc. (vendor) will not at any time disclose any information to any person(s) within or outside the City of Dalton except as may be required in the performance of the duties my company has been hired for.

The Surface Masters, Inc. (vendor) will not reproduce any confidential information or take any confidential information outside the office without authorization from the City.

The Surface Masters, Inc. (vendor) also agrees to notify the City if any of its employees witness another individual divulging such confidential information for any purpose other than the performance of his/her duties.

Any vendor in violation of any part of this policy will be subject to vendor status termination, up to and including any necessary legal action.

The Surface Masters, Inc.
Vendor Name (Please Print)

4/18/23
Date


Vendor Signature

N/A

FOR CITY USE ONLY

Vendor #: _____
Setup Date: _____
Initials: _____

City of Dalton ACH Payment Approval Form

Dear City of Dalton Vendor or Contractor:

The City of Dalton has a program that allows vendors the option of receiving payments for goods and/or services by electronic funds transfers (EFT) through the Automated Clearing House Network (ACH) in the NACHA CCD Format. If the City of Dalton sets you up for EFT processing, payments will be deposited directly to your account, as opposed to mailing you a check. If you give us your e-mail address, a payment notice will be sent out each time an ACH transfer is executed. We anticipate that this alternate method payment will introduce collection/payment efficiencies for both your institution and ours.

This form is a request for you to authorize us to pay by EFT. By completing this form and providing an authorized signature, you (1) authorize the City of Dalton to make payments for goods and/or services by EFT, (2) certify that your company has selected the designated depository financial institution, and (3) direct that all such electronic funds transfers be made as provided below. If you have questions about this form, please contact the Finance Department at 706-278-6006.

Depository Institution Name:			
Depository Institution Address:			
Routing Number:	Account Number:	Checking <input type="checkbox"/>	Savings <input type="checkbox"/>
E-mail address for Payment Notification:			

The below named company acknowledges and agrees that the terms and conditions of all agreements with the City of Dalton concerning the method of payment for goods and/or services shall be amended to allow for ACH payments as described above.

The below named company will give thirty (30) days written notice to the City of Dalton of any changes in depository financial institution or other payment instructions. When properly executed, this Authorization will become effective fifteen (15) days after its receipt by the City of Dalton.

Company Name:	Contact Person Name:
Contact Person Phone Number:	Contact Person E-mail Address:

X _____
Authorized Signature and Title

Date



Please return completed form to Attn: Accounts Payable at the address below or by fax to (706) 277-4640.

City of Dalton
Attn: Accounts Payable
P.O. Box 1205
Dalton, GA 30722-1205



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/18/2023

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 have ADDITIONAL INSURED provisions or 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
Sterling Seacrest Pritchard, Inc.
2500 Cumberland Pkwy
Suite 400
Atlanta GA 30339

CONTACT NAME: Natalie Mitchell
PHONE (A/C, No. Ext): 678-424-6500
E-MAIL ADDRESS: nmitchell@sspins.com

FAX (A/C, No):

INSURED
The Surface Masters, Inc.
1393 Cobb Industrial Way
Marietta GA 30066

SURFMAS-01

INSURER(S) AFFORDING COVERAGE**NAIC #****INSURER A:** Selective Way Insurance Co

26301

INSURER B: Accident Fund National Insurance Co**INSURER C:****INSURER D:****INSURER E:****INSURER F:****COVERAGES****CERTIFICATE NUMBER:** 1859738368**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	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFFECT DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y Y	S 2487650	9/30/2022	9/30/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
	OTHER:					
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y Y	S 2487650	9/30/2022	9/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$	<input checked="" type="checkbox"/> OCCUR CLAIMS-MADE	S 2487650	9/30/2022	9/30/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	100054394	9/30/2022	9/30/2023	<input checked="" type="checkbox"/> PER STATUTE OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Leased/Rented Equipment		S 2487650	9/30/2022	9/30/2023	Limit 200,000

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

CERTIFICATE HOLDER

The City of Dalton, GA
Finance Department
P.O. Box 1205
Dalton GA 30722

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

AGENCY CUSTOMER ID: _____

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**

Page _____ of _____

AGENCY Sterling Seacrest Pritchard		NAMED INSURED The Surface Masters, Inc.	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Certificate Holder is included as an additional insured on the General Liability policy as per attached forms CG 79 21 (06/22) & CG 73 00 (06/22).
Waiver of Subrogation is in place in favor of Certificate Holder for General Liability as per attached form CG 73 00 (01/19).
General Liability coverage provided for additional insured is primary and non-contributory with respect to any similar insurance held by the additional insured to the extent provided via forms CG 79 21 (06/22) & CG 73 00 (06/22).
Certificate Holder is included as an additional insured on the Auto Liability policy as per attached form CA 78 09 (11/17).
Waiver of Subrogation is in place in favor of Certificate Holder for Auto Liability as per attached form CA 78 09 (11/17).
Waiver of Subrogation is in place in favor of Certificate Holder for Workers Compensation as per attached form WC 00 03 (13).
Umbrella policy is excess of General Liability, Auto Liability and Employers Liability subject to terms and provisions within policy.

ElitePac®

General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 06 22

SUMMARY OF COVERAGES (including index)

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages 3-through-9) for changes affecting your insurance protection.

DESCRIPTION	PAGE FOUND
Additional Insureds — Primary and Non-Contributory Provision	Page 8
Blanket Additional Insureds — As Required By Contract	Page 5
<ul style="list-style-type: none"> • Owners, Lessees or Contractors (includes Architects, Engineers or Surveyors) • Lessors of Leased Equipment • Managers or Lessors of Premises • Mortgagees, Assignees and Receivers • Any Other person or organization other than a joint venture • Grantors of Permits 	
Broad Form Vendors Coverage	Page 7
Damage To Premises Rented To You (Including Fire, Lightning or Explosion)	Page 3
Electronic Data Liability (\$100,000)	Page 4
Employee Definition Amended	Page 9
Employees As Insureds Modified	Page 5
Employer's Liability Exclusion Amended (Not applicable in New York)	Page 3
Incidental Malpractice Exclusion modified	Page 8
Knowledge of Occurrence, Claim, Suit or Loss	Page 8
Liberalization Clause	Page 8
Mental Anguish Amendment (Not applicable to New York)	Page 10
Newly Formed or Acquired Organizations	Page 5
Non-Owned Aircraft	Page 3
Non-Owned Watercraft (under 60 feet)	Page 3
Not-for-profit Members — as additional insureds	Page 5
Personal And Advertising Injury — Discrimination Amendment (Not applicable in New York)	Page 9
Products Amendment (Medical Payments)	Page 4
Supplementary Payments Amended — Bail Bonds (\$5,000) and Loss of Earnings (\$1,000)	Page 4
Two or More Coverage Parts or Policies Issued By Us	Page 9
Unintentional Failure to Disclose Hazards	Page 8
Waiver of Transfer of Rights of Recovery (subrogation)	Page 8
When Two or More Coverage Parts of this Policy Apply to a Loss	Page 3

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CG 73 00 06 22
Page 1 of 10

INSURED'S COPY

40000FS 2487650 306

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ElitePac®

General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 06 22

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below. However, if (a) two or more Coverage Parts of this policy, or (b) two or more forms or endorsements within the same Coverage Part apply to a loss, coverage provision(s) with the broadest language will apply, unless specifically stated otherwise within the particular amendment covering that loss.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

COVERAGES — Amendments

SECTION 1 — COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

EXCLUSIONS

Employer's Liability Amendment

(This provision is not applicable in the State of New York).

The following is added to Exclusion e. **Employer's Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion also does not apply to any "temporary worker".

Non-Owned Aircraft, Auto or Watercraft

A. Paragraph (2) of Exclusion g. **Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced with the following:

(2) A watercraft you do not own that is:

- (a) Less than 26 feet long and not being used to carry persons or property for a charge; or
- (b) At least 26 feet, but less than 60 feet long, and not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition 4. **Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**.

B. The following is added to Exclusion g. **Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion does not apply to:

- (6) Any aircraft, not owned or operated by any insured, which is hired, chartered or loaned with a paid crew. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition 4. **Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**.

Damage To Premises Rented to You

A. The last paragraph of Paragraph 2. **Exclusions** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** is deleted in its entirety and replaced with the following:

Exclusions c. through n. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

B. Paragraph 6. under **SECTION III — LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to Paragraph 5. above, the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner, for all such damage caused by fire, lightning or explosion proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three, is the amount shown in the Declarations for the Damage To Premises Rented To You Limit.

C. Paragraph a. of Definition 9. "Insured contract" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced with the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

Electronic Data Liability

A. Exclusion p. **Access or Disclosure Of Confidential Or Personal Information And Data-related Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced by the following:

p. **Access or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

B. The following paragraph is added to **SECTION III — LIMITS OF INSURANCE**:

Subject to 5. above, the most we will pay under **COVERAGE A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is a sub-limit of \$100,000.

SECTION I — COVERAGE C MEDICAL PAYMENTS EXCLUSIONS

Any Insured Amendment

Exclusion a. **Any Insured** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

a. **Any Insured**

To any insured.

This exclusion does not apply to:

- (1) "Not-for-profit members";
- (2) "Golfing facility" members who are not paid a fee, salary, or other compensation; or
- (3) "Volunteer workers".

This exclusion exception does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

Product Amendment

Exclusion f. **Products-Completed Operations Hazard** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

f. **Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

This exclusion does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises.

This exclusion exception, does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

SECTION I — SUPPLEMENTARY PAYMENTS — COVERAGES A AND B

Expenses For Bail Bonds And Loss Of Earnings

A. Subparagraph 1.b. under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced with the following:

b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

B. Subparagraph 1.d. under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced with the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

**SECTION II — WHO IS AN INSURED — Amendments
Not-for-Profit Organization Members**

The following paragraph is added to **SECTION II — WHO IS AN INSURED**:

If you are an organization other than a partnership, joint venture, or a limited liability company, and you are a not-for-profit organization, the following are included as additional insureds:

1. Your officials;
2. Your trustees;
3. Your members;
4. Your board members;
5. Your commission members;
6. Your agency members;
7. Your insurance managers;
8. Your elective or appointed officers; and
9. Your "not-for-profit members".

However only with respect to their liability for your activities or activities they perform on your behalf.

Employees As Insureds Modified

- A. Subparagraph 2.a.(1)(a) under **SECTION II — WHO IS AN INSURED** does not apply to "bodily injury" to a "temporary worker" caused by a co-"employee" who is not a "temporary worker".
- B. Subparagraph 2.a.(2) under **SECTION II — WHO IS AN INSURED** does not apply to "property damage" to the property of a "temporary worker" or "volunteer worker" caused by a co-"employee" who is not a "temporary worker" or "volunteer worker".
- C. Subparagraph 2.a.(1)(d) under **SECTION II — WHO IS AN INSURED** does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

With respect to this provision only, Subparagraph (1) of Exclusion 2. e. **Employer's Liability** under **SECTION I — COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply.

Newly Formed Or Acquired Organizations

- A. Subparagraph 3.a. under **SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. However, **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

B. The following paragraph is added to **SECTION II — WHO IS AN INSURED**, Paragraph 3:

If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect to "your work" only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. However, this provision only applies if you maintain or maintained an interest of at least fifty percent in that partnership or joint venture for the period of that partnership or joint venture.

This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than thirty-six months.

With respect to the insurance provided by this provision, **Newly Formed or Acquired Organizations**, the following is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY**, Paragraph 4. **Other Insurance**, Subparagraph b. **Excess Insurance**:

The insurance provided by this provision, **Newly Formed or Acquired Organizations**, is excess over any other insurance available to the insured, whether primary, excess, contingent or on any other basis.

(All other provisions of this section remain unchanged)

Blanket Additional Insureds — As Required By Contract

- A. Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured:
1. **Owners, Lessees or Contractors/Architects, Engineers and Surveyors**
 - a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and

- b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph a. above:

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts of omissions of those acting on your behalf;

in the performance of your ongoing operations performed for the additional insured in Paragraph a., above.

However, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (2) Supervisory, inspection, architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

A person or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph a. above are completed.

2. Other Additional Insureds

Any of the following persons or organizations with whom you have agreed in a written contract, written agreement or written permit that such persons or organizations be added as an additional insured on your commercial general liability policy:

a. Lessors of Leased Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

b. Managers or Lessors of Premises

Any person or organization from whom you lease premises, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant of that premises.

c. Mortgagees, Assignees or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to any "occurrence" which takes place after the mortgage is satisfied, or the assignment or receivership ends.

d. Any Person or Organization Other Than A Joint Venture

Any person or organization (other than a joint venture of which you are a member), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts of omissions of those acting on your behalf in the performance of your ongoing operations or in connection with property owned by you.

e. State or Governmental Agency or Political Subdivision — Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, but only with respect to:

- (1) Operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization; or

(2) The following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
- (b) The construction, erection or removal of elevators; or
- (c) The ownership, maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

- i. "Bodily injury" or "property damage" arising out of operations performed for the federal government, state or municipality; or
- ii. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to Paragraphs 2.b. through 2.d., this insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

B. The insurance coverage afforded to the additional insureds in this coverage extension:

- 1. Does not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury";
- 2. Only applies to the extent permitted by law; and
- 3. Will not be broader than that which you are required by the written contract, written agreement, or written permit to provide to such additional insured.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III — Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the written contract, written agreement or written permit you have entered into with the additional insured; or

2. Available under the applicable limits of insurance;

whichever is less.

The insurance provided by this extension shall not increase the applicable limits of insurance.

Broad Form Vendors Coverage

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured any person or organization (referred to below as vendor) for whom you have agreed in a written contract or written agreement to provide coverage as an additional insured under your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business. However, the insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; however this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or
- f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part of ingredient of any other thing or substance by or for the vendor; however this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured prior to the "bodily injury" or "property damage".

Incidental Malpractice

Subparagraph 2.a.(1)(d) under **SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- (d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services.

This also does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

This provision does not apply if you are a Social Service or Senior Living risk.

SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS — Amendments

Knowledge Of Occurrence, Claim, Suit Or Loss

The following is added to Paragraph 2. **Duties In the Event of Occurrence, Offense, Claim or Suit** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The requirements under this paragraph do not apply until after the "occurrence" or offense is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An "executive officer" or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company; or
5. Your elected or appointed officials, officers, members, trustees, board members, commission members, agency members, or your administrator or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

Primary and Non-Contributory Provision

The following is added to Paragraph 4. **Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is primary to and we will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in a written contract, written agreement or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Unintentional Failure To Disclose Hazards

The following is added to Paragraph 6. **Representations** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure to disclose hazards.

Waiver Of Transfer Of Rights Of Recovery

The following is added to Paragraph 8. **Transfer of Rights Of Recovery Against Others To Us** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We will waive any right of recovery against a person or organization because of payments we make under this Commercial General Liability Coverage Part. This waiver applies only if the insured has agreed in a written contract or written agreement to:

1. Waive any right of recovery against that person or organization; or
2. Assume the liability of that person or organization pursuant to a written contract or written agreement that qualifies as an "insured contract"; and
3. Include such person or organization as an additional insured on your policy.

Such waiver by us applies only to that person or organization identified above, and only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

Liberalization

The following condition is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

Two or More Coverage Parts or Policies Issued By Us

(This provision is not Applicable in the state of New York or Wisconsin).

The following condition is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

It is our intention that the various coverage parts or policies issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage. We have exercised diligence to draft our coverage parts and policies to reflect this intention. However, if the facts and circumstances that will respond to any claim or "suit" give rise to actual or claimed duplication or overlap of coverage between the various coverage parts or policies issued to you by us or any company affiliated with us, the limit of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limit under this coverage, or any one of the other coverage forms or policies.

This condition does not apply to any Excess or Umbrella policy issued by us specifically to apply as excess insurance over this coverage part or policy to which this coverage part is attached.

SECTION V — DEFINITIONS

Discrimination

(This provision does not apply in New York).

A. The following is added to Definition 14. "Personal and advertising injury":

"Personal and advertising injury" also means "discrimination" that results in injury to the feelings or reputation of a natural person, however only if such "discrimination" or humiliation is:

1. Not done by or at the direction of:

a. The insured; or b. Anyone considered an insured under **SECTION II — WHO IS AN INSURED;**

2. Not done intentionally to cause harm to another person.

3. Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.

4. Not arising out of any "advertisement" by the insured.

B. The following definition is added to **SECTION V — DEFINITIONS:**

"Discrimination" means:

a. Any act or conduct that would be considered discrimination under any applicable federal, state, or local statute, ordinance or law;

b. Any act or conduct that results in disparate treatment of, or has disparate impact on, a person, because of that person's race, religion, gender, sexual orientation, age, disability or physical impairment; or

c. Any act or conduct characterized or interpreted as discrimination by a person based on that person's race, religion, gender, sexual orientation, age, disability or physical impairment.

It does not include acts or conduct characterized or interpreted as sexual intimidation or sexual harassment, or intimidation or harassment based on a person's gender.

Electronic Data

The following definition is added to **SECTION V — DEFINITIONS:**

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cell, data processing devices or any other media which are used with electronically controlled equipment. For the purpose of the Electronic Data Liability coverage provided by this endorsement, Definition 17. "Property damage" is deleted in its entirety and replaced by the following:

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purpose of the Electronic Data Liability coverage provided by this endorsement, "electronic data" is not tangible property.

Employee Amendment

Definition 5. "Employee" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced by the following:

5. "Employee" includes a "leased worker", or a "temporary worker". If you are a School, "Employee" also includes a student teacher.

Golfing Facility

The following definition is added to **SECTION V — DEFINITIONS:**

"Golfing facility" means a golf course, golf club, driving range, or miniature golf course.

Mental Anguish Amendment

(This provision does not apply in New York).

Definition 3. "Bodily injury" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced with the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. This includes mental anguish resulting from any bodily injury, sickness or disease sustained by a person. (In New York, mental anguish has been determined to be "bodily injury").

Not-for-profit Member

The following definition is added to **SECTION V — DEFINITIONS**:

"Not-for-profit member" means a person who is a member of a not-for-profit organization, including clubs and churches, who receives no financial or other compensation.

**ADDITIONAL INSURED — OWNERS, LESSEES OR
CONTRACTORS — COMPLETED OPERATIONS — AUTOMATIC
STATUS WHEN REQUIRED IN CONSTRUCTION
AGREEMENT WITH YOU**

COMMERCIAL GENERAL LIABILITY
CG 79 21 06 22

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION II — WHO IS AN INSURED is amended to include as an additional insured:

1. Any person or organization for whom you are performing or have performed operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your Commercial General Liability Coverage Part; and
2. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph 1. above:

Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. The insurance afforded to such additional insured will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This coverage shall be excess with respect to the person or organization included as an additional insured by its provisions; any other valid and collectible insurance that person or organization has shall be primary with respect to this insurance, unless this coverage is required to be primary and/or not contributory in the contract or agreement referred to above.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III — Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement; or
 2. Available under the applicable limits of insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

40000FS 2487650 316

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

POLICY NUMBER: s 2487650

COMMERCIAL GENERAL LIABILITY
CG 25 03 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

ALL CONSTRUCTION PROJECTS OF YOURS AND LOCATIONS AT WHICH
YOU ARE PERFORMING SERVICE WORK FOR WHICH COVERAGE IS
PROVIDED UNDER THIS POLICY.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I — Coverage A, and for all medical expenses caused by accidents under Section I — Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 4.** The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I — Coverage A, and for all medical expenses caused by accidents under Section I — Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

40000FS 2487650 276

- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of **SECTION III — Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated.

ElitePac®
Commercial Automobile Extension

COMMERCIAL AUTO
CA 78 09 11 17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by the endorsement.

AMENDMENTS TO SECTION II - LIABILITY COVERAGE

- A. If this policy provides Auto Liability coverage for Owned Autos, the following extensions are applicable accordingly:

NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following is added to **SECTION II, A.1. - Who Is An Insured:**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
2. Coverage does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.

No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

EXPENSES FOR BAIL BONDS AND LOSS OF EARNINGS

Paragraphs (2) and (4) of **SECTION II, A.2.a. - Supplementary Payments** are deleted in their entirety and replaced with the following:

- (2) Up to the Limit of Insurance shown on the ElitePac Schedule for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" covered under this policy. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request. This includes actual loss of earnings because of time off from work, which we will pay up to the Limit of Insurance shown on the ElitePac Schedule.

EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY AMENDMENT

The following is added to **SECTION II, B.4. - Exclusions:**

This exclusion does not apply to a "volunteer worker" who is not entitled to workers compensation, disability or unemployment compensation benefits.

FELLOW EMPLOYEE COVERAGE

The Fellow Employee Exclusion, **SECTION II, B.5. -** is deleted in its entirety.

CARE, CUSTODY OR CONTROL AMENDMENT

The following is added to **SECTION II, B.6. - Exclusions:**

This exclusion does not apply to property owned by anyone other than an "insured", subject to the following:

1. The most we will pay under this exception for any one "accident" is the Limit of Insurance stated in the ElitePac Schedule; and
2. A per "accident" deductible as stated in the ElitePac Schedule applies to this exception.

- B. If this policy provides Auto Liability coverage for Owned Autos or Non-Owned Autos, the following extension is applicable accordingly:

LIMITED LIABILITY COMPANIES

The following is added to **SECTION II, A.1. - Who Is An Insured:**

If you are a limited liability company, your members and managers are "insureds" while using a covered "auto" you don't own, hire or borrow during the course of their duties for you.

BLANKET ADDITIONAL INSUREDS - As Required By Contract

The following is added to **SECTION II, A.1. - Who Is An Insured:**

Any person or organization whom you have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional "insured" on your policy. Such person or organization is an additional "insured" only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your ownership, maintenance or use of a covered "auto". This coverage shall be primary and non-contributory with respect to the additional "insured". This provision only applies if:

1. It is required in the written contract, written agreement or written permit identified in this section;
2. It is permitted by law; and
3. The written contract or written agreement has been executed (executed means signed by a named insured) or written permit issued prior to the "bodily injury" or "property damage".

- C. If this policy provides Auto Liability coverage for Non-Owned Autos, the following extension is applicable accordingly:

EMPLOYEES AS INSURED

If this policy provides Auto Liability coverage for Non-Owned Autos, the following is added to **SECTION II, A.1. - Who Is An Insured:**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name with your permission, while performing duties related to the conduct of your business.

AMENDMENTS TO SECTION III - PHYSICAL DAMAGE COVERAGE

If this policy provides Comprehensive, Specified Causes of Loss or Collision coverage, the following extensions are applicable for those "autos" for which Comprehensive, Specified Causes of Loss or Collision coverage is purchased:

TOWING AND LABOR

SECTION III, A.2. - Towing is deleted in its entirety and replaced with the following:

We will pay all reasonable towing and labor costs up to the maximum Limit of Insurance shown on the ElitePac Schedule per tow each time a covered "Private Passenger Auto", "Social Service Van or Bus" or "Light Truck" is disabled and up to the maximum Limit of Insurance per tow each time a covered "Medium Truck", "Heavy Truck" or "Extra Heavy Truck" is disabled.

For labor charges to be eligible for reimbursement the labor must be performed at the place of disablement.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

GLASS BREAKAGE DEDUCTIBLE

The following is added to **SECTION III, A.3. - Glass Breakage - Hitting A Bird Or Animal - Falling Objects or Missiles:**

If damaged glass is repaired rather than replaced, no deductible will apply for such repair. This extension does not apply to Emergency Services Organizations and Governmental Entities.

ADDITIONAL TRANSPORTATION EXPENSES

SECTION III, A.4.a. - Transportation Expenses is deleted in its entirety and replaced with the following:

We will pay up to the maximum Limit of Insurance shown on the ElitePac Schedule for temporary transportation expenses that you incur because of any "loss" to a covered "auto", but only if the covered "auto" carries the coverages and meets the requirements described in 1. or 2. below:

1. We will pay temporary transportation expenses for total theft of a covered "auto". We will only pay for such expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".
2. For "loss" other than total theft of a covered "auto" under Comprehensive or Specified Causes of Loss Coverage, or for any "loss" under Collision Coverage to a covered "auto", we will only pay for those temporary transportation expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the number of days reasonably required to repair or replace the covered "auto" or 30 days.

Paragraph 2. of this extension does not apply while there are spare or reserve "autos" available to you for your operations.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO PHYSICAL DAMAGE COVERAGE

The following is added to **SECTION III, A.4. - Coverage Extensions:**

Physical Damage coverage is hereby extended to apply to Physical Damage "loss" to "autos" leased, hired, rented or borrowed without a driver. We will provide coverage equal to the broadest coverage available to any covered "auto" shown in the Declarations. But, the most we will pay for "loss" to each "auto" under this coverage extension is the lesser of:

1. The Limit of Insurance stated in the ElitePac Schedule; or
2. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
3. The actual cost of repairing or replacing the damaged or stolen property with other property of like kind and quality. A part is of like kind and quality when it is of equal or better condition than the pre-accident part. We will use the original equipment from the manufacturer when:
 - (a) The operational safety of the vehicle might otherwise be impaired;
 - (b) Reasonable and diligent efforts to locate the appropriate rebuilt, aftermarket or used part have been unsuccessful; or
 - (c) A new original equipment part of like kind and quality is available and will result in the lowest overall repair cost.

For each leased, hired, rented or borrowed "auto" our obligation to pay "losses" will be reduced by a deductible equal to the highest deductible applicable to any owned "auto" for that coverage. No deductible will be applied to "losses" caused by fire or lightning.

SECTION IV, B.5. Other Insurance Condition, Paragraph 5.b. is deleted in its entirety and replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent, or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO LOSS OF USE COVERAGE

The following is added to **SECTION III, A.4. - Coverage Extensions**:

We will pay expenses for which you are legally responsible to pay up to the Limit of Insurance shown on the ElitePac Schedule per "accident" for loss of use of a leased, hired, rented or borrowed "auto" if it results from an "accident".

This coverage extension does not apply to Emergency Services Organizations, Governmental Entities, and Schools.

AUTO LOAN/LEASE GAP COVERAGE (Not Applicable in New York)

The following is added to **SECTION III, A.4. - Coverage Extensions**:

In the event of a total "loss" to a covered "auto" we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
 - a. Overdue lease/loan payments at the time of "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear, high mileage or similar charges;
 - c. Security deposits not refunded by the lessor or financial institution;
 - d. Costs for extended warranties, credit life, health, accident, or disability insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous leases or loans.

You are responsible for the deductible applicable to the "loss" for the covered "auto".

PERSONAL EFFECTS

The following is added to **SECTION III, A.4. - Coverage Extensions**:

If this policy provides Comprehensive Coverage for a covered "auto" you own and that covered "auto" is stolen, we will pay up to the Limit of Insurance shown on the ElitePac Schedule, without application of a deductible, for lost personal effects that were in the covered "auto" at the time of theft. Personal effects do not include jewelry, tools, money, or securities. This coverage is excess over any other collectible insurance.

AIRBAG COVERAGE

The following is added to **SECTION III, B.3.a. - Exclusions**:

Mechanical breakdown does not include the accidental discharge of an airbag.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

EXPANDED AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III, B.4. - Exclusions

This exclusion does not apply to the following:

1. Global positioning systems;
2. "Telematic devices"; or
3. Electronic equipment that reproduces, receives or transmits visual or data signals and accessories used with such equipment, provided such equipment is:

- a. Permanently installed in or upon the covered "auto" at the time of the "loss";
- b. Removable from a housing unit that is permanently installed in the covered "auto" at the time of the "loss";
- c. Designed to be solely operated by use of power from the "auto's" electrical system; or
- d. Designed to be used solely in or upon the covered "auto".

For each covered "loss" to such equipment, a deductible of \$50 shall apply, unless the deductible otherwise applicable to such equipment is less than \$50, at which point the lower deductible, if any, will apply.

COMPREHENSIVE DEDUCTIBLE - LOCATION TRACKING DEVICE

The following is added to **SECTION III, D. - Deductible:**

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the covered "auto" is equipped with a location tracking device and that device was the sole method used to recover the "auto".

PHYSICAL DAMAGE LIMIT OF INSURANCE

SECTION III, C. - Limit Of Insurance is deleted in its entirety and replaced with the following:

The most we will pay for a "loss" in any one "accident" is the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

AMENDMENTS TO SECTION IV - BUSINESS AUTO CONDITIONS

DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to **SECTION IV, A.2.a. - Duties In The Event Of Accident, Claim, Suit Or Loss:**

The notice requirements for reporting "accident" claim, "suit" or "loss" information to us, including provisions related to the subsequent investigation of such "accident", claim, "suit" or "loss" do not apply until the "accident", claim, "suit" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;

3. An executive officer or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company;
5. Your elected or appointed officials, trustees, board members or your insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

But, this section does not amend the provisions relating to notification of police or protection or examination of the property that was subject to the "loss".

WAIVER OF SUBROGATION

SECTION IV, A.5. - Transfer Of Rights Of Recovery Against Others To Us is deleted in its entirety and replaced with the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" resulting from the ownership, maintenance or use of a covered "auto" but only when you have assumed liability for such "bodily injury" or "property damage" in an "insured contract". In all other circumstances, if a person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us.

MULTIPLE DEDUCTIBLES

The following is added to **SECTION IV, A. - Loss Conditions:**

If a "loss" from one event involves two or more covered "autos" and coverage under Comprehensive or Specified Causes of Loss applies, only the highest applicable deductible will be applied.

CONCEALMENT, MISREPRESENTATION OR FRAUD

The following is added to **SECTION IV, B.2. - Concealment, Misrepresentation Or Fraud:**

If you should unintentionally fail to disclose any existing hazards in your representations to us prior to the inception date of the policy or during the policy period in connection with any newly discovered hazards, we will not deny coverage under this Coverage Form based upon such failure.

POLICY PERIOD, COVERAGE TERRITORY

SECTION IV, B.7. - Policy Period, Coverage Territory is deleted in its entirety and replaced with the following:

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the "Coverage Territory".

We also cover "loss" to or "accidents" involving a covered "auto" while being transported between any of these places.

TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US - DEDUCTIBLES

The following is added to **SECTION IV, B.8. - Two Or More Coverage Forms Or Policies Issued By Us:**

If a "loss" covered under this Coverage Form also involves a "loss" to other property resulting from the same "accident" that is covered under this policy or another policy issued by us or any member company of ours, only the highest applicable deductible will be applied.

AMENDMENTS TO SECTION V - DEFINITIONS

BODILY INJURY INCLUDING MENTAL ANGUISH (Not Applicable in New York)

The definition of bodily injury is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these. "Bodily injury" includes mental anguish resulting from bodily injury, sickness or disease sustained by a person.

ADDITIONS TO SECTION V - DEFINITIONS

COVERAGE TERRITORY

"Coverage Territory" means:

1. The United States of America (including its territories and possessions), Canada and Puerto Rico; and
2. Anywhere in the world, except for any country or jurisdiction that is subject to trade or other economic sanction or embargo by the United States of America, if a covered "auto" is leased, hired, rented, or borrowed without a driver for a period of 30 days or less, and the insured's responsibility to pay "damages" is determined in a "suit" on the merits in and under the substantive law of the United States of America (including its territories and possessions), Puerto Rico, or Canada, or in a settlement we agree to.

If we are prevented by law, or otherwise, from defending the "insured" in a "suit" brought in a location described in Paragraph 2. above, the insured will conduct a defense of that "suit". We will reimburse the "insured" for the reasonable and necessary expenses incurred for the defense of any such "suit" seeking damages to which this insurance applies, and that we would have paid had we been able to exercise our right and duty to defend.

EXTRA HEAVY TRUCK

"Extra Heavy Truck" means a truck with a gross vehicle weight rating of 45,001 pounds or more.

HEAVY TRUCK

"Heavy Truck" means a truck with a gross vehicle weight rating of 20,001 pounds to 45,000 pounds.

LIGHT TRUCK

"Light Truck" means a truck with a gross vehicle weight rating of 10,000 pounds or less.

MEDIUM TRUCK

"Medium Truck" means a truck with a gross vehicle weight rating of 10,001 pounds to 20,000 pounds.

PRIVATE PASSENGER AUTO

"Private Passenger Auto" means a four-wheel "auto" of the private passenger or station wagon type. A pickup, panel truck or van not used for business is included within the definition of a "private passenger auto".

SOCIAL SERVICE VAN OR BUS

"Social Service Van or Bus" means a van or bus used by a government entity, civic, charitable or social service organization to provide transportation to clients incidental to the social services sponsored by the organization, including special trips and outings.

TELEMATIC DEVICE

"Telematic Device" includes devices designed for the collection and dissemination of data for the purpose of monitoring vehicle and/or driver performance. This includes Global Positioning System technology, wireless safety communications and automatic driving assistance systems, all integrated with computers and mobile communications technology in automotive navigation systems.

VOLUNTEER WORKER

"Volunteer worker" means a person who performs business duties for you, for no financial or other compensation.

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SCHEDULE OF COVERAGE EXTENSIONS AND LIMITS OF INSURANCE

This ElitePac Schedule is a summary of additional coverages, coverage modifications and corresponding Limits of Insurance that supplements the Business Auto Coverage Form. No coverage is provided by this summary. Refer to the actual endorsement for changes affecting your insurance protection.

DESCRIPTION	
AMENDMENTS TO SECTION II - LIABILITY COVERAGE	
Newly Acquired Or Formed Organizations	Coverage Extension
Limited Liability Companies	Coverage Extension
Employees As Insureds	Coverage Extension
Blanket Additional Insureds	Coverage Extension
Expenses For Bail Bonds And Loss Of Earnings	
Bail Bonds	\$3,000 Per "Accident"
Loss Of Earnings	\$1,000 Per Day
Employee Indemnification and Employer's Liability Amendment	Coverage Extension
Fellow Employee Coverage	Coverage Extension
Care, Custody Or Control Amendment	\$1,000 Per Accident \$500 Deductible Per "Accident"
AMENDMENTS TO SECTION III - PHYSICAL DAMAGE COVERAGE	
Towing And Labor	Coverage Extension
Private Passenger Auto, Social Service Van or Bus, Light Truck Medium, Heavy and Extra Heavy Trucks	\$75 Per Tow \$150 Per Tow
Glass Breakage Deductible	Coverage Extension
Additional Transportation Expenses	\$60 per day up to a maximum of \$1,800
Hired Auto Physical Damage Coverage	\$75,000 per "loss"
Hired Auto Loss of Use Coverage	\$750 Per "Accident"
Auto Loan/Lease Gap Coverage (Not Available in New York)	Coverage Extension
Personal Effects	\$500 Per "Accident"
Airbag Coverage	Coverage Extension
Expanded Audio, Visual, And Data Electronic Equipment Coverage	Coverage Extension
Comprehensive Deductible - Location Tracking Device	Coverage Extension
Physical Damage Limit Of Insurance	Coverage Extension

DESCRIPTION	
AMENDMENTS TO SECTION IV - BUSINESS AUTO CONDITIONS	
Duties In The Event Of Accident, Claim, Suit Or Loss	Coverage Extension
Waiver of Subrogation	Coverage Extension
Multiple Deductibles	Coverage Extension
Concealment, Misrepresentation Or Fraud	Coverage Extension
Policy Period, Coverage Territory	Coverage Extension
Two Or More Coverage Forms Or Policies Issued By Us - Deductibles	Coverage Extension
AMENDMENTS TO SECTION V - DEFINITIONS	
Bodily Injury Including Mental Anguish (Not Applicable in New York)	Broadened Definition
Coverage Territory	Broadened Definition

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **09/30/2022** Policy No. **AF WCP 100054394 01**
Insured **THE SURFACE MASTERS, INC.**

Endorsement No.
Premium: **\$0**

Insurance Company **ACCIDENT FUND NATIONAL** Countersigned by _____
INSURANCE COMPANY

Service Provider Information

Company Info



The Surface Masters
1393 Cobb Industrial Way
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<http://www.thesurfacemasters.com>

Contact Person

Griffin Duncan
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About Us

We Solve Problems & Make Pavement Maintenance Simple!

The Surface Masters (SMI) provides pavement maintenance & construction services to the commercial, recreational and industrial markets throughout the Southeastern United States!

Our mission is to enhance our company, community, and lives one parking lot at a time by achieving complete client satisfaction resulting from constant delivery of high quality, cost effective, and timely resurfacing projects.

We are committed to complete client satisfaction and being the most responsive asphalt maintenance contractor in the industry. We appreciate the opportunity to provide these services and look forward to serving you as a client.

Price Breakdown: Lakeshore Park Asphalt Track Resu RFP



Please find the following breakdown of all services we have provided in this proposal.

This proposal originated on April 21, 2023.

Item	Description	Cost
1.	Mill & Resurface with Full Depth Reclamation Option	\$367,355.00
Total:		\$367,355.00

Authorization to Proceed & Contract

You are hereby authorized to proceed with the work as identified in this contract. By signing and returning this contract, you are authorized to proceed with the work as stated.

We understand that if any additional work is required different than stated in the this proposal/contract it must be in a new contract or added to this contract.

Please see all attachments for special conditions that may pertain to aspects of this project.

Acceptance

We agree to pay the total sum or balance in full 30 days after the completion of work.

I am authorized to approve and sign for this project as described in this proposal as well as the identified payment terms and options stated below:

****A signed proposal is required prior to the scheduling of the work.****

****Price is valid for 15 days from proposal date****

****Proposal is based on the current price of liquid asphalt. If there is a price increase in liquid asphalt, there could be an additional charge for the difference.****

Date: _____

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Additional Info: Lakeshore Park Asphalt Track Resurfacing RFP



Contract Terms & Conditions

1. This proposal and contract become effective as a contract, after the client/purchaser and the seller have both executed its acceptance. Conditions which are not incorporated in this contract will not be recognized as part of this agreement unless made in writing and approved by both parties via signatures. Additionally, this contract shall become a legally binding attachment to any contract entered into between The Surface Masters and the financially responsible company for which the work will be performed.
2. All credit must be approved as part of this contract prior to any work being done.
3. This proposal and contract may be withdrawn pending the results of a credit investigation, or it may be necessary to post a bond or establish an escrow account with sufficient funds, and a guarantee of payment upon completion of the work, or establish contract payment terms as detailed above.
4. The Surface Masters will not be responsible for failure to complete the work covered in this contract or by project deadline when prevented by strikes, labor troubles, accidents, necessary repairs to equipment, fire, flood, weather conditions or any other contingencies beyond our control.
5. All work will be completed in a neat and workmanlike manor and only materials meeting state commission specifications for the type of construction will be used unless otherwise specified by architect, engineer, or owner and specified in this contract.
6. All invoices are due upon invoice or completion date unless other terms have been agreed upon in writing such as extended terms or corporate billing cycles.
7. Quantities stated above in the proposal are approximate only. Payment will be based on actual field measurements. Owner agrees to pay necessary material overages. Prices listed in the proposal and contract will be valid for 15 days from date of proposal.
8. Payments not received within 30 days of invoice date will be subject to a 1 ½% monthly and 18% annual interest charge which will be added to monthly statements. Full payment for principal and interest is personally guaranteed by the individual signatory purchaser of this contract, as well as the company they represent and the financially responsible company for which the work is being performed.
9. Withholding of a retainer of invoiced work will constitute a breach of contract unless retainer is specifically detailed in the payment terms listed above.
10. Client shall in good faith: a) secure and pay for all notifications, bonds, permits, fees, licenses, police details, and inspections necessary for proper execution and completion of the work unless otherwise specified; b) provide all lines, grades, stakes, traffic control, engineering, and layout necessary for proper execution and completion of the work; c) proper marking of all utility lines, manholes, gas lines, poles, and other work impediments which are not listed by Dig Safe or any other utility based organization; d) a water supply for use by The Surface Masters, Inc. during this project; and e) assume the sole risk responsibility, and liability for damages arising from or related to the work performed and indemnify, defend, and hold harmless The Surface Masters, Inc. from any and all such claims for damages, including but not limited to attorney's fees, and/or losses resulting directly or indirectly from this installation. If, in the opinion of The Surface Masters, Inc., the Client has failed to perform in accordance with this paragraph, The Surface Masters, Inc. may refuse to perform work until Client makes the conditions suitable for commencement, continuation, and/or completion of the work.
11. Final payment, in full, is required upon contract completion invoice unless detailed previously above.
12. In the event of non or late payment of client/purchaser, the contract shall be considered by the client/purchaser, and any and all legal means will be pursued to the fullest extent of GA law to recover any uncollected funds, additionally the signatory party of this proposal and contract agrees that by signing and authorizing this contract they will be responsible for and reimburse any legal, or collection agency fees incurred by the seller, as per GA law or any other applicable state laws if work is performed in a different state other than GA.
13. If a specific time for completion is stated in the contract documents or in the Proposal/Contract, the time for completion will be extended to allow for any delays beyond the control of The Surface Masters, Inc. including, but not limited to, delays due to weather, the presence of hazardous materials and wastes, and the acts of other contractors. The Surface Masters, Inc. is not liable for any damages or delays in completion of the work.
14. The Surface Masters, Inc. reserves the right to withdraw this proposal for any reason at any time prior to approval. The PRICE is based on acceptance and approval as a contract by PRINCIPLE/OWNER within a maximum of fifteen (15) calendar days, however; due to the current volatility of the market, prices may adjust anytime. Additionally, The Surface Masters, Inc. may terminate this contract/agreement for any reason whatsoever, or for no reason. The

Proposal: Lakeshore Park Asphalt Track Resurfacing



Surface Masters, Inc. shall give written notice of such termination to the Owner specifying when termination becomes effective.

15. The client/purchaser will be responsible for towing. A tow truck service should be available at client/purchaser's expense to relocate, in a timely fashion, any vehicles, trailers, equip., etc. that prevent the scheduled work from being completed. If there is a shut down and/or halt of operations due to a failure to notice and/or a lack of expeditious movement of obstructions hindering the scheduled work, additional charges may apply. In the event The Surface Masters incur towing fees, they will be billed as a change order to Owner/Authorized Agent. The change order will include processing fees in addition to the actual towing charge.
16. The owner is responsible to notify all landscapers, garbage companies, and/or any other routinely scheduled work/services to not show on the area of work the day we are performing work. In the event of a reschedule due to unforeseen conditions, you are required to let all service providers know about the change.
17. 90% of contract amount and change orders must be paid prior to completing punch list items and/or any changes for additional work required by owners/managers, cities or municipalities.
18. It is understood and agreed upon that all work is performed and scheduled "weather permitting."
19. This proposal does not include cost of permit fees, inspection fees, impact fees, or survey fees, unless specified in above scope, which may be required from the various agencies or municipalities having jurisdiction. If Owner/Authorized Agent directs this work to be completed without required permitting, all costs including, but not limited to, fees, expediting and fines are the responsibility of the Owner/Authorized Agent.
20. Change Orders, additions or extras requested by Owner, Contractor, or Municipality will be invoiced as an addition to the contract and shall not delay payment of the original contract sum. All Change Orders must be approved and signed by Owner/Authorized Agent.
21. All underground utilities including, but not limited to, electrical, cable, internet, plumbing and irrigation lines if damaged or broken are the responsibility of the Owner and not The Surface Masters. If The Surface Masters needs to repair damages, the costs will be billed to the Owner as a Change Order.
22. The Surface Masters will not be responsible for traffic control, unless specified otherwise in proposal, paint/product tracking, or damage to vehicles or persons trespassing in designated work areas.
23. Plans, engineers, layout, testing, bonds and as-builts by others.
24. The prices used in this proposal are based on the condition that all work quoted will be accepted in total.
25. In the event of a dispute regarding this contract, the prevailing party agrees to pay reasonable attorney fees, collection costs and all related costs incurred until such dispute is settled.
26. Unless specified in the scope, this proposal is based on work being completed during the hours of 8:00AM and 5:00PM, Monday through Friday, excluding holidays and weekends.
27. No warranties are honored unless payment is made in full. The Surface Masters will provide a one (1) year warranty, starting on last day of substantial completion, on materials and workmanship. Normal wear and tear is not covered under this warranty.

Paving Commercial | Owner Responsibility & Conditions

1. **Sprinklers:** should be off 24 hours prior until 48 hours after service. Avoid lawn cutting during this same period of time. The surface must be dry for our arrival. Areas where the pavement is wet could delay project start and/or prevent project from being completed on schedule.
2. **Rain:** If it's raining the day of scheduled service, assume we aren't coming and we will contact you to reschedule as soon as possible. If it rains after our installation, please contact your representative. We monitor the weather closely and can generally predict this very well. In the event that an unexpected storm happens, we will touch up any areas where the asphalt has been affected.
3. **Site Services:** The property is responsible to notify all routine service providers such as but not limited to landscapers, garbage companies, and moving companies to not show on the area of work the day we are performing work. In the event of a reschedule due to unforeseen conditions, you are required to let all service providers know about the change.
4. **Incidental Damage:** SMI is not responsible for incidental damage caused by heavy equipment required to conduct the project herein.
5. **Unsuitable Subgrade:** If asphalt repair areas require removal and replacement of unsuitable subgrade material in

Proposal: Lakeshore Park Asphalt Track Resurfacing



order to properly repair the damaged area, additional charges may apply.

6. **Tree Damage:** SMI is not responsible for tree damage due to asphalt repairs in areas where root repair/removal is required in order to properly patch asphalt—additionally, SMI will not be responsible for future damage to these patched areas due to future root growth.
7. **Deteriorated Surroundings:** If area surrounding the new asphalt patch is severely deteriorated, loose asphalt from these areas may be displaced in the removal process – this may leave the patch not perfectly square. This could also cause the new patch to fail in the future.
8. **Two Percent (2%) Fall:** Areas with less than two percent (2%) fall are not guaranteed for surface water drainage off of asphalt pavement.
9. **Elevation Change:** When overlaying a surface, elevations are changed and can sometimes cause different drainage patterns than the original design which can result in water back up, ponding, etc.—SMI is not responsible for correction of said problems, since this is unavoidable in most cases.
10. **Additional Mobilizations:** If additional mobilizations/move-ins are required by owner or as a result of work zone inaccessibility, **additional mobilizations will be billed at a minimum of (\$7,500 for Paving and \$5,000 for Milling) each.** This charge may be billed due to, but not limited to, site unavailability for commencement of the work due to vehicles encroaching on the work area, change of schedule by Owner/Authorized Agent without prior consent of contractor, failure to notice by Owner/Authorized Agent or repairs to work caused by trespassing.
11. **Cleaning:** Customer is responsible for any "heavy cleaning", otherwise; SMI will bill for this additional cleaning.
12. **Water:** Owner to supply water and hydrant for mill, soil cement equipment, rollers, and other required equipment needed to properly conduct the project.
13. **Reflective Cracking:** The Surface Masters will not accept responsibility for reflective cracking of new asphalt overlay due to the cracked condition of the existing asphalt pavement.
14. SMI is not responsible for permits, poor sub-soil, removal of rocks and boulders, landscaping, and/or utility location and relocation.
15. **Unforeseeable and Pre-Existing Conditions:** SMI is not responsible for failures in base and pavement due to any underground installations, settlement of fills, poor subsoil, wet weather springs, or improper drainage conditions; not for the correction of any such condition determined to exist prior to our work, including landscaping. Additionally, SMI is not responsible for permits nor utility location or relocation. A utility locate will be done to locate the proximity of utilities, however; this is just an approximation. It does let us know the depth at which these utilities are located nor an exact location. We have utility locates done prior to any dig work in order to enhance our chances to avoid such utilities, however; we cannot guarantee a utility won't be hit as they are unforeseeable.
16. **Cleaning Expenses:** The owner understands the scope of work called for in this agreement can be a messy process. To provide the owner with a quality product, The Surface Masters, Inc. uses industry standard techniques along with modern equipment to clean, prepare, and execute the project scope which can create a dusty and dirty environment. The Surface Masters, Inc. is not responsible for cleaning, repairing, or replacing any surfaces that have been soiled, stained, or have accumulated dust as a result of the process, equipment, and/or materials needed to complete the project.
17. **Driving on Surface:** Once you start driving on paved/sealed surface, avoid turning your wheels unless your vehicle/equipment is moving. We understand this may be difficult to do, but understand that when wheels are turned on a freshly paved/sealed asphalt surface, scuffing and turn marks will be evident. Consequently, we are not responsible for any such scuffing, indentation, or damage caused by the turning action of these vehicles and/or equipment, especially heavy trucks/equipment and 18-wheelers. ***This is not uncommon and is NOT a sign of poor workmanship or improper materials. New asphalt and sealer can take up to 90 days to fully cure. No worries, in time most scuffs will blend in with surrounding surface depending on severity.***
18. **Barricaded Parking Lot:** It is vital that all vehicles are removed from our area of work no later than 7:15 am, unless otherwise agreed. As you can imagine, our project costs are based on the property having all cars, people and objects off the area of work. Tow Trucks need to be arranged 5 days prior to the start of any work and must be on call to remove cars from the scheduled work zone in a timely fashion. If any cars are left in the area of work, we cannot be held responsible for any damage to the vehicles. It is our understanding that The Surface Masters (SMI) will have full access to the designated parking area which will be free of any obstructions causing zero work delays. Additional fee may be incurred due to work stoppage or delays as a result of lack of expeditious movement of vehicles in scheduled work areas. SMI is not responsible for any tracking of tack caused by any vehicles and/or pedestrians if the barricades are moved prematurely or without authorization. The Project Manager will remove the barricades once the material has cured.

Warranty & Conditions

1. All material guaranteed to be installed exactly as specified.
2. Due to unforeseeable conditions during excavation, depths may go deeper than anticipated. A change order may be necessary should this occur.
3. Any necessary permits or permit fees are owners' responsibility.
4. ***NOTE: This proposal may be withdrawn by us if not accepted within 20 days.***
5. The cost of and obtaining of all permits, bonds, stakeouts, cut sheets, layout engineering, testing, etc. are excluded.
6. If, after being made aware of undesirable sub-base or base coarse conditions, the owner or owner agent insists on the installation of any part of the pavement without authorizing corrective action, our firm will not be responsible for any subsequent pavement failures, and will be paid as stated in the contract. Our firm shall not be liable for any failure to undertake or complete the work for causes beyond our control.
7. Unless weekend work is clearly identified in the proposal, price is for work to be completed during the week (Monday-Friday). Night or weekend work available at additional cost.
8. **Proposal is based on the current price of liquid asphalt. If there is a price increase in liquid asphalt, there will be additional charge for the difference.**
9. **Existing Surface:** The existing surface will be expected to support the weight of all required construction equipment. In the event that due to poor sub-grade conditions sinking may occur when we drive onto your site, Our firm will not be held responsible for damages to any concrete or asphalt due to the weight of our trucks & equipment.
10. Our firm assumes no liability for damage to any utilities such as but not limited to gas, electric, plumbing, phone, cable, dog fencing, sprinklers, culvert pipes, etc.
11. Unless stated otherwise in the above scopes, all work will be warranted for a period of (1) one year from date of installation on materials and workmanship, **except cracks.**

Attachments



Please click any of the links below to view and print all documents.

Company Attachments

[Certificate of Insurance](#)

[FDR Diagram](#)

[Form W9](#)

[Full Depth Reclamation](#)

[Project and Billing Contact Form](#)