



FINANCIAL STAFF MEMO

TO: Honorable Mayor and City Council Members
FROM: Tom McKlveen, Parks & Recreation Director
DATE: Submitted on December 13, 2024 for the Monday, January 6, 2025 Regular City Council Meeting

Signed by:

Tom McKlveen

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AGENDA ITEM: Approval of a Services Agreement with Stevens Gymnasiums, Inc. to Provide Basketball Court Refinishing at Mill Springs Academy, Northwestern Middle School and Hopewell Middle School.

DEPARTMENT RECOMMENDATION

Staff recommends approval of the Professional Services Agreement.

BACKGROUND

Each year, as a part of the City's contract with the various schools that host our recreational basketball programming, we perform a court refinishing to account for the additional wear and tear. The agreement includes the refinishing of the gymnasium floors at Mill Springs Academy, Northwestern Middle School and Hopewell Middle School. The scope of work consists of a screen buffing of the floor, chemical cleaning, and application of one coat of MFMA approved Bona Sport gymnasium polyurethane.

Staff searched and received three quotes from various vendors. Stevens Gymnasiums, Inc. was chosen as the lowest bidder for the work.

FINANCIAL IMPACT

This was a budgeted item in the FY2025 approved budget.

PROCUREMENT SUMMARY

Purchasing method used: Other (See Comment Above)
Account Number: 100-6110-522310001
Requisition Total: \$6,300.00

REVIEW & APPROVALS

Financial Review: Karen Ellis, Finance Director – December 19, 2024
Legal Review: Jennifer McCall, Jarrard & Davis, LLP – December 19, 2024
Concurrent Review: Steven Krokoff, City Manager –

DocuSigned by:

Karen Ellis

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DocuSigned by:

Steven Krokoff

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ATTACHMENTS

Services Agreement

SERVICE • TEAMWORK • OWNERSHIP • LEADERSHIP • RURAL HERITAGE

2006 Heritage Walk, Milton, GA 30004 | 678.242.2500 | facebook.com/thecityofmiltonga | info@miltonga.gov | www.miltonga.gov





**SERVICES AGREEMENT
Gymnasium Floor Resurfacing**

This Service Agreement ("Agreement") is made and entered into this _____ day of _____, 20____ (the "Effective Date"), by and between the **CITY OF MILTON, GEORGIA**, a municipal corporation of the State of Georgia, acting by and through its governing authority, the Mayor and City Council, located at 2006 Heritage Walk, Milton, GA 30004 hereinafter referred to as the "City"), and **STEVENS GYMNASIUMS, INC.**, a Georgia corporation, having its principal place of business at 3310 Chimney Point Dr, Cumming, Georgia 30041 (hereinafter referred to as the "Service Provider"), collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, City desires to retain a Service Provider to provide services in the completion of a Project (defined below); and

WHEREAS, Service Provider has represented that it is qualified by training and experience to perform the Work (defined below) and desires to perform the Work under the terms and conditions provided in this Agreement; and

NOW, THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, and other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties do mutually agree as follows:

Section 1. Agreement. The Agreement shall consist of this Service Agreement and each of the Exhibits hereto, which are incorporated herein by reference, including:

Exhibit "A" – Scope of Work

Exhibit "B" – Insurance Certificate

Exhibit "C" – Contractor Affidavit

Exhibit "D" – Subcontractor Affidavit

In the event of any discrepancy in or among the terms of the Agreement and the Exhibits hereto, the provision most beneficial to the City, as determined by the City in its sole discretion, shall govern.

Section 2. The Work. A general description of the Project is as follows: provide services for the cleaning and resurfacing of the gymnasium floors at Mill Springs Academy, Northwestern Middle School, and Hopewell Middle School, all in Milton, Georgia, as stated in the specifications as provided in **Exhibit "A"** (the "Project"). The Work to be completed under this Agreement (the "Work") includes, but shall not be limited to, the work described in the Scope of Work provided in **Exhibit "A"**, attached hereto and incorporated herein by reference. Unless otherwise stated in **Exhibit "A"**, the Work includes all material, labor, insurance, tools, equipment, machinery, water, heat, utilities, transportation, facilities, services and any other miscellaneous items and work necessary to complete the Work. Some details necessary for proper execution and completion of the Work may not be specifically described in the Scope of Work, but they are a requirement of the Work if they are a usual and customary component of the contemplated services or are otherwise necessary for proper completion of the Work.

Section 3. Contract Term; Termination. Service Provider understands that time is of the essence of this Agreement and warrants and represents that it will perform the Work in a prompt and timely manner, which shall not impose delays on the progress of the Work. The term of this Agreement ("Term") shall commence as of the Effective Date, and the Work shall be completed, and the Agreement shall terminate, on or before January 5, 2025 (provided that certain obligations will survive termination/expiration of this Agreement). City may terminate this Agreement for convenience at any time upon providing written notice thereof to Service Provider. Provided that no damages are due to City for Service Provider's breach of this Agreement, City shall pay Service Provider for Work performed to date in accordance with Section 5 herein.

Section 4. Work Changes. Any changes to the Work requiring an increase in the Maximum Contract Price (defined below) shall require a written change order executed by the City in accordance with its purchasing regulations.

Section 5. Compensation and Method of Payment. The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed **SIX THOUSAND, THREE HUNDRED AND 00/100 DOLLARS (\$6,300.00)**, (the "Maximum Contract Price"). Except as outlined in Section 4 above, and Service Provider represents that this amount is sufficient to perform all of the Work set forth in and contemplated by this Agreement. The compensation for Work performed shall be based upon a lump sum fee. Service Provider shall take no calculated risk in the performance of the Work. Specifically, Service Provider agrees that, in the event it cannot perform the Work within the budgetary limitations established without disregarding sound principles of Service Provider's profession and industry, Service Provider will give written notice immediately to City.

City agrees to pay Service Provider for the Work performed and costs incurred by Service Provider upon certification by City that the Work was actually performed and costs actually incurred in accordance with the Agreement. No payments will be made for unauthorized work. Compensation for Work performed and, if applicable, reimbursement for costs incurred shall be paid to Service Provider upon City's receipt and approval of invoices, setting forth in detail the services performed and costs incurred, along with all supporting documents required by the Agreement or requested by City to process the invoice. Invoice shall be submitted upon completion of the Work, and such invoice shall reflect costs incurred versus costs budgeted.

Section 6. Covenants of Service Provider.

A. Licenses, Certification and Permits. Service Provider covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of Service Provider by any and all national, state, regional, county, or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Agreement. Service Provider shall employ only persons duly qualified in the appropriate area of expertise to perform the Work described in this Agreement.

B. Expertise of Service Provider; City's Reliance on the Work. Service Provider acknowledges and agrees that City does not undertake to approve or pass upon matters of expertise of Service Provider and that, therefore, City bears no responsibility for Service Provider's Work performed under this Agreement. City will not, and need not, inquire into adequacy, fitness, suitability or correctness of Service Provider's performance. Service Provider acknowledges and agrees that the acceptance or approval of Work by City is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement and shall not relieve Service Provider of the responsibility for adequacy, fitness, suitability, and correctness of Service Provider's Work under professional and industry standards.

C. Service Provider's Reliance on Submissions by City. Service Provider must have timely information and input from City in order to perform the Work required under this Agreement. Service Provider is entitled to rely upon information provided by City, but Service Provider shall provide immediate written notice to City if Service Provider knows or reasonably should know that any information provided by City is erroneous, inconsistent, or otherwise problematic.

D. Service Provider's Representative; Meetings. TAMARA STEVENSON [INSERT NAME] shall be authorized to act on Service Provider's behalf with respect to the Work as Service Provider's designated representative, provided that this designation shall not relieve either Party of any written notice requirements set forth elsewhere in this Agreement. Service Provider shall meet with City's personnel or designated representatives to resolve technical or contractual problems that may occur during the Term of this Agreement at no additional cost to the City.

E. Assignment of Agreement. Service Provider covenants and agrees not to assign or transfer any interest in, or delegate any duties of, this Agreement, without the prior express written consent of the City.

F. Responsibility of Service Provider and Indemnification of City. Service Provider covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. Service Provider shall bear all losses and damages directly or indirectly resulting to it and/or City on account of the performance or character of the Work rendered pursuant to this Agreement. Service Provider shall defend, indemnify and hold harmless City and City's elected and appointed officials, officers, boards, commissions, employees, representatives, Service Providers, servants, agents, attorneys and volunteers (individually an "Indemnified Party" and collectively "Indemnified Parties") from and against any

and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to attorney's fees and costs of defense ("Liabilities"), which may arise from or be the result of an alleged willful, negligent or tortious act or omission arising out of the Work, performance of contracted services, or operations by Service Provider, any subcontractor, anyone directly or indirectly employed by Service Provider or subcontractor or anyone for whose acts or omissions Service Provider or subcontractor may be liable, regardless of whether or not the act or omission is caused in part by a party indemnified hereunder; provided that this indemnity obligation shall only apply to the extent Liabilities are caused by or result from the negligence, recklessness, or intentionally wrongful conduct of the Service Provider or other persons employed or utilized by the Service Provider in the performance of this Agreement. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. This obligation to indemnify, defend, and hold harmless the Indemnified Party(ies) shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this Agreement.

G. Independent Contractor. Service Provider hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of City. Service Provider agrees to be solely responsible for its own matters relating to the time and place the Work is performed and the method used to perform such Work; the instrumentalities, tools, supplies and/or materials necessary to complete the Work; hiring and payment of Service Providers, agents or employees to complete the Work, including benefits and compliance with Social Security, withholding and all other regulations governing such matters. Any provisions of this Agreement that may appear to give City the right to direct Service Provider as to the details of the services to be performed by Service Provider or to exercise a measure of control over such services will be deemed to mean that Service Provider shall follow the directions of City with regard to the results of such services only. Inasmuch as City and Service Provider are independent of each other, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both Parties. Service Provider agrees not to represent itself as City's agent for any purpose to any party or to allow any employee of Service Provider to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. Service Provider shall assume full liability for any contracts or agreements Service Provider enters into on behalf of City without the express knowledge and prior written consent of City.

H. Insurance. Service Provider shall have and maintain in full force and effect for the duration of this Agreement, insurance of the types and amounts approved by the City, as shown on **Exhibit "B"**, attached hereto and incorporated herein by reference. Service Provider shall also ensure that any subcontractors are covered by insurance policies meeting the requirements specified herein and provide proof of such coverage. As it relates to any general liability, automobile liability or umbrella policies, and except where such requirement is specifically waived in writing by the City, Service Provider shall ensure that its insurer waives all rights of subrogation against the City for losses arising from Service Provider's Work and that the City and its officials, employees or agents are named as additional insureds.

I. Employment of Unauthorized Aliens Prohibited – E-Verify Affidavit. Pursuant to O.C.G.A. § 13-10-91, City shall not enter into a contract for the physical performance of services unless:

- (1) Service Provider shall provide evidence on City-provided forms, attached hereto as **Exhibits "C" and "D"** (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Service Provider's subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract period, or
- (2) Service Provider provides evidence that it is not required to provide an affidavit because it is an *individual* (not a company) licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing.

Service Provider hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in **Exhibit "C"**, and submitted such affidavit to City or provided City with evidence that it is an individual not required to provide such an affidavit because it is licensed and in good standing as noted in sub-subsection (2) above. Further, Service Provider hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

In the event Service Provider employs or contracts with any subcontractor(s) in connection with the covered contract, Service Provider agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is

attached hereto as **Exhibit "D"**, which subcontractor affidavit shall become part of the Service Provider/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is an *individual* licensed and in good standing as noted in sub-subsection (2) above. If a subcontractor affidavit is obtained, Service Provider agrees to provide a completed copy to City within five (5) business days of receipt from any subcontractor. Service Provider and Service Provider's subcontractors shall retain all documents and records of their respective verification process for a period of five (5) years following completion of the contract.

Service Provider agrees that the employee-number category designated below is applicable to Service Provider. [Information only required if a contractor affidavit is required pursuant to O.C.G.A. § 13-10-91.] [CHECK ONE]

- ☐ 500 or more employees.
☐ 100 or more employees.
☒ Fewer than 100 employees.

Service Provider hereby agrees that, in the event Service Provider employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, Service Provider will secure from the subcontractor(s) such subcontractor(s)' indication of the above employee-number category that is applicable to the subcontractor. The above requirements shall be in addition to the requirements of state and federal law, and shall be construed to be in conformity with those laws.

J. Ethics Code; Conflict of Interest. Service Provider agrees that it shall not engage in any activity or conduct that would result in a violation of the City of Milton Code of Ethics or any other similar law or regulation. Service Provider certifies that to the best of its knowledge no circumstances exist which will cause a conflict of interest in performing the Work. Service Provider and City acknowledge that it is prohibited for any person to offer, give, or agree to give any City employee or official, or for any City employee or official to solicit, demand, accept, or agree to accept from another person, a gratuity of more than nominal value or rebate or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. Service Provider and City further acknowledge that it is prohibited for any payment, gratuity, or offer of employment to be made by or on behalf of a sub-Service Provider under a contract to the prime Service Provider or higher tier sub-Service Provider, or any person associated therewith, as an inducement for the award of a subcontract or order.

K. Confidentiality. Service Provider acknowledges that it may receive confidential information of City and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, Service Providers, and/or staff to likewise protect such confidential information.

L. Authority to Contract. The individual executing this Agreement on behalf of Service Provider covenants and declares that it has obtained all necessary approvals of Service Provider's board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Service Provider to the terms of this Agreement, if applicable.

M. Ownership of Work. All reports, designs, drawings, plans, specifications, schedules, work product and other materials, including, but not limited to, those in electronic form, prepared or in the process of being prepared for the Work to be performed by Service Provider ("Materials") shall be the property of City, and City shall be entitled to full access and copies of all Materials in the form prescribed by City. Any and all copyrightable subject matter in all Materials is hereby assigned to City, and Service Provider agrees to execute any additional documents that may be necessary to evidence such assignment.

N. Nondiscrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, Service Provider agrees that, during performance of this Agreement, Service Provider, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed or belief, political affiliation, national origin, gender, age or disability. In addition, Service Provider agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph in every subcontract for services contemplated under this Agreement.

O. **Service Providers Assisting with Procurement.** As required by O.C.G.A. § 36-80-28, if the Agreement requires the Service Provider to prepare, develop, or draft specifications or requirements for a solicitation (including bids, requests for proposals, procurement orders, or purchase orders) or to serve in a consultative role during a bid or proposal evaluation or negotiation process: (a) the Service Provider shall avoid any appearance of impropriety and shall follow all ethics and conflict-of-interest policies and procedures of the City; (b) the Service Provider shall immediately disclose to the City any material transaction or relationship, including, but not limited to, that of the Service Provider, the Service Provider's employees, or the Service Provider's agents or subsidiaries, that reasonably could be expected to give rise to a conflict of interest, including, but not limited to, past, present, or known prospective engagements, involvement in litigation or other dispute, client relationships, or other business or financial interest, and shall immediately disclose any material transaction or relationship subsequently discovered during the pendency of the Agreement; and (c) the Service Provider agrees and acknowledges that any violation or threatened violation of this paragraph may cause irreparable injury to the City, entitling the City to seek injunctive relief in addition to all other legal remedies.

Section 7. Miscellaneous.

A. **Entire Agreement; Counterparts; Third Party Rights.** This Agreement, including any exhibits hereto, constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.

B. **Governing Law; Business License; Proper Execution.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to choice of law principles. Any action or suit related to this Agreement shall be brought in the Superior Court of Fulton County, Georgia, or the U.S. District Court for the Northern District of Georgia – Atlanta Division, and Service Provider submits to the jurisdiction and venue of such court. During the Term of this Agreement, Service Provider shall maintain a business license with the City, unless Service Provider provides evidence that no such license is required. Service Provider agrees that it will perform all Work in accordance with the standard of care and quality ordinarily expected of competent professionals and in compliance with all federal, state, and local laws, regulations, codes, ordinances, or orders applicable to the Project, including, but not limited to, any applicable records retention requirements and Georgia's Open Records Act (O.C.G.A. § 50-18-71, *et seq.*).

C. **Captions and Severability.** All headings herein are intended for convenience and ease of reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement, or in any way affect this Agreement.

D. **Notices.** All notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Party at the address first given above or at a substitute address previously furnished to the other Party by written notice in accordance herewith.

E. **Waiver; Sovereign Immunity.** No express or implied waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated. Nothing contained in this Agreement shall be construed to be a waiver of City's sovereign immunity or any individual's qualified, good faith or official immunities.

F. **Agreement Construction and Interpretation; Invalidity of Provisions; Severability.** Service Provider represents that it has reviewed and become familiar with this Agreement and has notified City of any discrepancies, conflicts or errors herein. The Parties agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement. In the interest of brevity, the Agreement may omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. Should any article(s) or section(s) of this Agreement, or any part thereof, later be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain

in full force and effect to the extent possible as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the Parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions that may for any reason be hereafter declared invalid. Ratification of this Agreement by a majority of the Mayor and City Council shall authorize the Mayor to execute this Agreement on behalf of City.

[SIGNATURES ON FOLLOWING PAGE]

The remainder of this page is intentionally blank

IN WITNESS WHEREOF, City and Service Provider have executed this Agreement, effective as of the Effective Date first above written.

SERVICE PROVIDER: STEVENS GYMNASIUMS, INC.

Signature:

Print Name:

Title: [CIRCLE ONE]

President/Vice President

[CORPORATE SEAL]
(required if corporation)

Attest/Witness:

Signature:

Print Name:

Title:

(Assistant) Corporate Secretary (required if corporation)

CITY OF MILTON, GEORGIA

By: Steven Krokoff, City Manager

RATIFIED BY COUNCIL

By: Peyton Jamison, Mayor

[CITY SEAL]

Attest:

Signature:

Print Name:

Title: City Clerk

Approved as to form:

Signed by: Jennifer McCall 12/23/2024

City Attorney Date

EXHIBIT "A"

ESTIMATE

Stevens Gymnasiums, Inc.
3310 Chimney Point Dr
Cumming, GA 30041

justgyms@gmail.com
+1 (678) 339-9993



Bill to

Milton Parks & Rec
2006 Heritage Walk
Milton, GA 30004

Ship to

Milton Parks & Rec
2006 Heritage Walk
Milton, GA 30004

Estimate details

Estimate no.: 1235
Estimate date: 10/28/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Gym Floor Refinishing	Hopewell M.S.		\$2,200.00	\$2,200.00
2.		Gym Floor Refinishing	Northwestern M.S.	1	\$2,200.00	\$2,200.00
3.		Gym Floor Refinishing	Mill Springs Academy	1	\$1,900.00	\$1,900.00
Total					\$6,300.00	

Accepted date

Accepted by

EXHIBIT "B"



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/18/2024

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 Hilb Group Operating Company 11175 Cicero Drive Suite 575 Alpharetta GA 30022		CONTACT NAME: Elizabeth Immke CIC, AAI, A PHONE (A/C, No, Ext): (678) 297-7977 FAX (A/C, No): (678) 297-9575 E-MAIL ADDRESS: eimmke@hilbgroup.com													
INSURED Stevens Gymnasium, Inc. 3310 Chimney Point Dr Cumming GA 30041-7716		INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A: St. Paul Fire & Marine Insurance Co</td><td>NAIC # 24767</td></tr><tr><td>INSURER B: Travelers Property Casualty Co of America</td><td>25674</td></tr><tr><td>INSURER C: AmGUARD Insurance Company</td><td>42390</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>		INSURER A: St. Paul Fire & Marine Insurance Co	NAIC # 24767	INSURER B: Travelers Property Casualty Co of America	25674	INSURER C: AmGUARD Insurance Company	42390	INSURER D:		INSURER E:		INSURER F:	
INSURER A: St. Paul Fire & Marine Insurance Co	NAIC # 24767														
INSURER B: Travelers Property Casualty Co of America	25674														
INSURER C: AmGUARD Insurance Company	42390														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** MSTR Liab 5/1/24-25 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	BIP7W542385	05/01/2024	05/01/2025	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
A	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	BIP7W542385	05/01/2024	05/01/2025	GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY	Y	Y	BIP7W542385	05/01/2024	05/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	Y	Y	CUP7W736180	05/01/2024	05/01/2025	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 5,000						AGGREGATE \$ 1,000,000
C	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 Y	N/A	STWC503439	05/01/2024	05/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

city of Milton 2006 Heritage Walk Milton, GA, 30004	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

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Hilb Group Operating Company		NAMED INSURED Stevens Gymnasium, Inc.	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

The aforementioned entities are included as additional insureds for GENERAL LIABILITY AND AUTO LIABILITY when required in a written contract or agreement per BLANKET form CG D1 86. Coverage is provided on a primary, non-contributory basis per form CG T1 00.

A Waiver of Subrogation is also included for GENERAL LIABILITY and AUTO LIABILITY when required by written contract or agreement per form CG D1 86.

Umbrella is following form.

****INFORMATION PROVIDED ON A CERTIFICATE OF INSURANCE IS REGULATED BY THE GEORGIA DEPARTMENT OF INSURANCE. FOR INFORMATION REGARDING FURTHER REQUESTS FOR CHANGES TO THIS CERTIFICATE OF INSURANCE, PLEASE REFER TO THE FOLLOWING GEORGIA DEPARTMENT OF INSURANCE WEBSITE FOR GOVERNING RULES:**

<https://www.ocig.ga.gov/agents/certificatesofinsurance.aspx>

FAILURE TO COMPLY WITH REGULATIONS COULD RESULT IN FINES UP TO \$5,000 PER VIOLATION.

EXHIBIT "C"

STATE OF GEORGIA
COUNTY OF FORSYTH

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of the City of Milton, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

158234
Federal Work Authorization User Identification
Number

JULY 2009
Date of Authorization

Stevens Gymnasium, Inc.
Name of Contractor

Gymnasium Floor Resurfacing
Name of Project

City of Milton, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on DEC 19, 2024 in
Cumming (city), GA (state).

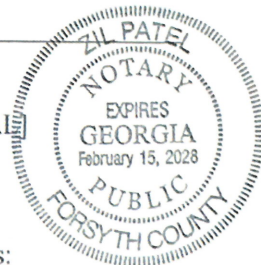
[Signature]
Signature of Authorized Officer or Agent

TAMARA STEVENS U.P.
Printed Name and Title of Authorized Officer or
Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 20 DAY OF
DECEMBER, 2024

Zil Patel
NOTARY PUBLIC

[NOTARY SEAL]



My Commission Expires:
02/15/2028

EXHIBIT "D"

STATE OF _____
COUNTY OF _____

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with Stevens Gymnasiums, Inc. (name of contractor) on behalf of the City of Milton, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification
Number

Date of Authorization

Name of Subcontractor

Gymnasium Floor Resurfacing
Name of Project

City of Milton, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20__ in
_____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF
_____, 20__.

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:
