CITY COUNCIL
Mayor Bill Stankiewicz
Reginald Jackson, Post 1
Marichal Price, Post 2
Fred Higgins, Post 3
George Bailey, Post 4
Theresa Strickland, Post 5

City of Hogansville



David Milliron, City Manager Lisa Kelly, City Clerk Jeff Todd, City Attorney

400 E Main St Hogansville GA 30230-1196 706-637-8629 | cityofhogansville.org

COUNCIL ACTION FORM

MEETING DATE: 02/18/2019 SUBMITTED BY: City Manager
AGENDA TITLE: Award of Contract to The Roof Depot - Royal Theater-City Hall Roof
CLASSIFICATION (City Attorney must approve all ordinances, resolutions and contracts as to form)
Ordinance (No) Contract Information Only Public Hearing
Resolution (No)
BACKGROUND (Includes description, background, and justification)
Hogansville staff in cooperation with Carter & Watkins and the Georgia Historical Preservation Commission issued a sealed bid Request for Proposal for replacement of the Royal Theatre/City Hall roof. Roof Depot was the sole bidder with a base bid of \$87,350. The Architects and State have review the bid submittal and have recommended approval.
BUDGETING & FINANCIAL IMPACT (Includes project costs and funding sources)
The project is being funded with SPLOST dollars and federal grant funds via the Georgia Historical Preservation Division. The cost estimate came in below budget. The Garland Group, which did not bid, did an assessment last year and estimated the repairs to cost between \$119,000 and \$150,000 for a 30-year solution.
STAFF RECOMMENDATION (Include possible options for consideration)
It would be prudent to include a five percent (5%) contingency option in the bid award and thus staff is recommending awarding the project to The Roof Depot for an amount not to exceed \$91,717.50. The Roof Depot was also selected last year by the City Council to replace the roof at the vacant PNC building. That project was completed on time and on budget.

11260 Old Roswell Road Alpharetta, GA 30009 Office: 770-205-1321 Fax: 770-205-6519 Prepared by: Lee Mullis Imullis@roofdepotpros.com Richard Terry rterry@roofdepotpros.com 678-628-3946 January 23, 2019





Atlanta Orlando Charlotte

400 East Main Street Building Hogansville, Ga.



Company: City of Hogansville Contact: City Of Hogansville

Ph: 706-637-8629

E-mail: communications@cityofhogansville.org



Scope of Work for Reroof

11260 Old Roswell Road Alpharetta, GA 30009 Office: 770-205-1321 Fax: 770-205-6519 Prepared by: Lee Mullis Imullis@roofdepotpros.com Richard Terry rterry@roofdepotpros.com 678-628-3946 January 23, 2019





Atlanta Orlando Charlotte

400 East Main Street Building Hogansville, Ga.



TPO Roof System Per Spec and Roof Plan Provided by Carter Watkins Option #1

We propose to supply labor and materials as needed to install a new TPO roof system as described below.

Option #1: Remove the existing roof system and provide a mechanically fasten TPO roof system to meet the 30-year warranty, 100 MPH wind warranty, Hail warranty and insulation to meet the Ga. Energy codes.

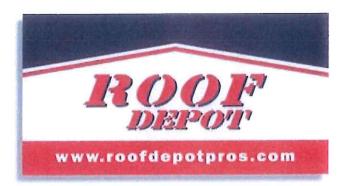
Option #1 Roof System: Base Bid \$87,350.00

Recommended TPO Roof System Option #2

Option#2: Remove the existing roof system and provide a mechanically fasten TPO roof system to meet a 20-year NDL warranty and insulation to meet the Ga. Energy codes

Option #2 Roof System: Base Bid \$74,640.00

11260 Old Roswell Road Alpharetta, GA 30009 Office: 770-205-1321 Fax: 770-205-6519 Prepared by: Lee Mullis Imullis@roofdepotpros.com Richard Terry rterry@roofdepotpros.com 678-628-3946 January 23, 2019





Atlanta Orlando Charlotte

400 East Main Street Building Hogansville, Ga.



Unit Pricing:

1) Replace any deteriorated wood if needed. \$ 4.25 per sq. ft.

Exclusions:

- 1) Mechanical or electrical disconnections
- 2) Structural repairs on any wood components.
- 3) Removal of equipment from roof.
- 4) Lightning protection recertification.
- 5) Asbestos abatement

Note:

- The owner may elect to disconnect all units prior to roofing operations. If the owner elects not to disconnect any units, we will attempt to lift units and roof under without any disconnections. We will not be responsible for any damage due to non-disconnections.
- Working with adhesives is, of course, a smelly job. We will work with you to eliminate this problem by coordinating the shutdown of ventilation intakes as we work around them.
- All noise from machinery is unavoidable. We will work with you to minimize interruptions as much as possible.
- Access must be provided for dumpsters (if required) to be set next to the building. We will also need access to load material via crane.

Terms: 40% upon material delivery and mobilization and balance upon completion.

Accepted by:	Date:	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/21/2019

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

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

С	ertificate holder in lieu of such endors	emer	ıt(s).							
PRO	DUCER				CONTAC NAME:	CT Nicole	Towsley,	CPCU		
Fra	ank H. Furman, Inc.				PHONE (A/C, No). Ext): (334)	943-5050	FAX (A/C, No):	(954) 942	-6310
133	4 East Atlantic Blvd.				E-MAIL ADDRE	ss: nicolet	@furmanin	surance.com		
P.	О. Вож 1927							RDING COVERAGE		NAIC #
Por	npano Beach FL 33	061			INSURE			s of Hartford		20478
INSL	RED				INSURE	RB:America	an Casualt	y Co of Reading PA		20427
The	Roof Depot, Inc.				INSURE					
112	260 Old Roswell Road				INSURE					
					INSURE					
Alr	pharetta GA 30	009			INSURE					
CO	VERAGES CE	RTIFIC	CATE	NUMBER: 2018	I III COIN			REVISION NUMBER:		
C E	HIS IS TO CERTIFY THAT THE POLICIES O IDICATED. NOTWITHSTANDING ANY REQ ERTIFICATE MAY BE ISSUED OR MAY PER KCLUSIONS AND CONDITIONS OF SUCH I	UIREN TAIN, POLIC	IENT, THE II ES. LI	TERM OR CONDITION OF AN NSURANCE AFFORDED BY T MITS SHOWN MAY HAVE BE	Y CONT HE POL	TRACT OR OTH ICIES DESCRI UCED BY PAID	HER DOCUME BED HEREIN	NT WITH RESPECT TO WHI	CH THIS	
INSR LTR	TYPE OF INSURANCE	ADDL	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	\$	
	CLAIMS-MADE OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	22.0.
							li'	MED EXP (Any one person)	\$	
								PERSONAL & ADV INJURY	\$	
	GEN'LAGGREGATE LIMIT APPLIES PER:							GENERALAGGREGATE	\$	
	POLICY PRO- JECT LOC	1						PRODUCTS - COMP/OP AGG	\$	
	OTHER:								\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
A	X ANY AUTO							BODILY INJURY (Per person)	\$	
А	ALL OWNED SCHEDULED AUTOS	x	Y	5092135161		5/1/2018	5/1/2019	BODILY INJURY (Per accident)	\$	
	X HIRED AUTOS X NON-OWNED AUTOS							PROPERTY DAMAGE (Per accident)	s	
	AUTOS							PIP	\$	10,000
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE	7.00						AGGREGATE	s	
	DED RETENTION \$	1							\$	
	WORKERS COMPENSATION			WC is included for state	s:			X PER OTH-		
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE			FL,GA,VA,NC,SC,TN,AR				E.L. EACH ACCIDENT	\$	1,000,000
В	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A	Y	WC 5 92135175		5/1/2018	5/1/2019	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below				1			E.L. DISEASE - POLICY LIMIT	\$	1,000,000
	RIPTION OF OPERATIONS/LOCATIONS/VEHICLE y of Hogansville is included							ed by written cont	ract.	
Wai	ver of Subrogation applies t	o Au	to I	iability and Worker	s Com	pensation	as requir	ed by written cont	ract.	
					275. SELECTION					
CEF	RTIFICATE HOLDER				CANC	ELLATION				
	City of Hogansville				THE		ATE THEREOF,	SCRIBED POLICIES BE CANO NOTICE WILL BE DELIVERS PROVISIONS.		BEFORE
	Hogansville, GA 30230			İ	AUTHOR	IZED REPRESENT	TATIVE			
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ACORD...

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/21/2019

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 any rights to the certificate holder in lieu of such endorsement(s).

this certificate does not con	fer any rights to the certificate holder in	n lieu of such endorsement(s).		
PRODUCER		CONTACT Kaylan Fila		
McGriff Insurance Services	3	PHONE (A/C, No, Ext): 770 664-6818	FAX (A/C, No): 888-827-98	70
P.O. Box 2190		E-MAIL ADDRESS: Kaylan.Fila@mcgiffinsurance.c		
Alpharetta, GA 30023		INSURER(S) AFFORDING COVER	AGE N	IAIC#
770 664-6818		INSURER A : United Specialty Insurance Co	1253	7
NSURED		INSURER B : Navigators Specialty Insurance Company	3605	6
The Roof Depot Inc 11260 Old Roswell Rd		INSURER C : Cincinnati Insurance Company	1067	7
		INSURER D: Illinois Union Insurance Company	2796	0
Alpharetta, GA 3	80009	INSURER E:		
		INSURER F:		
COVERAGES	CERTIFICATE NUMBER:	REVISION NU	MBER:	

HIS IS TO CERTIFY THAT THE POLICIES	OF	INSUF	RANCE LISTED BELOW HAVE BEE	N ISSUED TO	THE INSURED	NAMED ABOVE FOR THE	POLICY PERIOD
ERTIFICATE MAY BE ISSUED OR MAY PI	ERTA	IN, T	THE INSURANCE AFFORDED BY T	THE POLICIES	DESCRIBED I	HEREIN IS SUBJECT TO A	ALL THE TERMS
XCLUSIONS AND CONDITIONS OF SUCH	POLI	CIES.	. LIMITS SHOWN MAY HAVE BEE	N REDUCED	BY PAID CLAI	MS.	
TYPE OF INSURANCE	ADDL NSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
X COMMERCIAL GENERAL LIABILITY	Х	Х	ATNATL1811244	05/12/2018	05/12/2019	EACH OCCURRENCE	\$1,000,000
CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
X Ded:\$10k per occ						MED EXP (Any one person)	\$5,000
X Ded:\$25k per occ						PERSONAL & ADV INJURY	\$1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
	DICATED. NOTWITHSTANDING ANY RECERTIFICATE MAY BE ISSUED OR MAY PROCLUSIONS AND CONDITIONS OF SUCH TYPE OF INSURANCE X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Ded:\$10k per occ X Ded:\$25k per occ	DICATED. NOTWITHSTANDING ANY REQUIRE ERTIFICATE MAY BE ISSUED OR MAY PERTA CCLUSIONS AND CONDITIONS OF SUCH POLI TYPE OF INSURANCE X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X Ded:\$10k per occ X Ded:\$25k per occ	DICATED. NOTWITHSTANDING ANY REQUIREMEN ERTIFICATE MAY BE ISSUED OR MAY PERTAIN, TO CLUSIONS AND CONDITIONS OF SUCH POLICIES TYPE OF INSURANCE X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X Ded:\$10k per occ X Ded:\$25k per occ	DICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY ERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY TO CLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEE TYPE OF INSURANCE TYPE OF INSURANCE ADDL SUBR POLICY NUMBER X COMMERCIAL GENERAL LIABILITY X X ATNATL1811244 CLAIMS-MADE X OCCUR X Ded:\$10k per occ X Ded:\$25k per occ X Ded:\$25	DICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OF CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES CLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED TYPE OF INSURANCE ADDLISUBR NOR WOD COMMERCIAL GENERAL LIABILITY X X ATNATL1811244 Ded:\$10k per occ X Ded:\$25k per occ	DICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED IN CLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIM TYPE OF INSURANCE ADDL SUBRINS WVD POLICY NUMBER POLICY SET (MM/DD/YYYY) (MM/DD/YYYY) X COMMERCIAL GENERAL LIABILITY X X X ATNATL1811244 05/12/2018 05/12/2019 CLAIMS-MADE X OCCUR X Ded:\$10k per occ X Ded:\$25k per occ	ERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO CCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. TYPE OF INSURANCE ADDL. SUBR. POLICY NUMBER POLICY NUMBER POLICY NUMBER O5/12/2018 D5/12/2019 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY

POLICY X PRODUCTS - COMP/OP AGG \$2,000,000 OTHER: COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY BODILY INJURY (Per person) \$ ANY AUTO SCHEDULED OWNED AUTOS ONLY **BODILY INJURY (Per accident)** \$ AUTOS NON-OWNED AUTOS ONLY PROPERTY DAMAGE (Per accident) HIRED AUTOS ONLY \$ \$ В **UMBRELLA LIAB** GA18EXC783506IC 05/12/2018 05/12/2019 EACH OCCURRENCE X OCCUR \$5,000,000 **EXCESS LIAB** CLAIMS-MADE AGGREGATE \$5,000,000 DED X RETENTION \$0 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY OTH-ER PER STATUTE ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT N/A E.L. DISEASE - EA EMPLOYEE \$ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT 05/12/2018 05/12/2020 \$150,000/\$500 ded Leased/Rented Egp ENP0192969 03/07/2018 03/07/2019 \$2,000,000 Aggregate Pollution G46613739001

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
GENERAL LIABILITY FORMS: CG2404 10/93, VEN051 00 0115, VEN 079 01 0318, CG2010 07/04, CG2037 07/04
EXCESS LIABILITY FORMS: NAV-EXC-348A 01/11, NAV-EXC-001 04/10, NAV-ECD 363 05/10
POLLUTION LIABILITY FORMS: ENV-3100 08/04, ENV-3101 08/04, ENV-3143 03/05, ENV-3225 10/08, ENV-3226 10/08
City of Hogansville

CERTIFICATE HOLDER	CANCELLATION
City of Hogansville 400 East Main Street Hogansville, GA 30230	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
straction (and designation (and the strategy of the strategy)	AUTHORIZED REPRESENTATIVE
	Chances O. Fleshed

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
As Required By Written Contract, Fully Executed Prior To The Named Insured's Work	As Required By Written Contract, Fully Executed Prior To The Named Insured's Work

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but 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
 - The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: ATN-ATL1811244

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
As Required By Written Contract, Fully	As Required By Written Contract, Fully Executed Prior To The Named Insured's Work
Information required to complete this Schedule, if not sho	own above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

United Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 079 01 (03/18)

POLICY LIMITATION - TOTAL AGGREGATE LIMIT FOR ALL CONSTRUCTION PROJECTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

SECTION III - LIMITS OF INSURANCE - 2, is amended by the addition of the following:

- d. The General Aggregate Limit, shown in the Policy Declarations, applies separately to each "construction project".
- e. Notwithstanding the application of the General Aggregate Limit to each "Project" of the Named Insured, under no circumstances shall we pay more than \$10,000,000 for all claims under this policy that are subject to the General Aggregate Limit.

The following are added to the DEFINITIONS section of this policy:

"Construction project" means any construction project, development, property, or group of properties, including all premises, phases, lots, and areas of such project, development, or property, and any building or group of buildings or other structures contained in any business or housing project, development, subdivision, or business park.

If a construction project, or construction activity related thereto, 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 location or construction project under this endorsement.

Multiple jobs, work orders, purchase orders, change orders or work done at multiple locations under one contract or master contract are not considered separate "construction projects" within the meaning of this policy.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

United Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 051 00 (01/15)

PRIMARY AND NON-CONTRIBUTING INSURANCE ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Any coverage provided to an Additional Insured shall be excess over any other valid and collectible insurance available to such Additional Insured whether primary, excess, contingent or on any other basis unless:

- 1) a written contract or written agreement specifically requires that this insurance apply on a primary and non-contributory basis; or
- 2) prior to a loss, you request in writing and we agree that this insurance shall apply on a primary and non-contributory basis.

Name Of Person(s) Or Organization(s)	
As Required By Written Contract, Fully Executed Prior To The Named Insured's Work.	

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

VEN 051 00 (01/15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

As Required By Written Contract, Fully Executed Prior To The Named Insured's Work

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applica-ble to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT - CANCELLATION CONDITION NOTICE OF CANCELLATION TO OTHERS

SECTION IV - CONDITIONS, 3. b. ii. is deleted and replaced by the following:

ii. at least 30 days in advance if we cancel for any other reason.

Notice of Cancellation will also be sent to:

When required by written contract or agreement, and on file with company.

All other terms of the policy remain unchanged.

Named Insured The Roof Depo	ot Inc		Endorsement Number
Policy Symbol CPW	Policy Number G46613739 001	Policy Period 03/07/2019	Effective Date of Endorsemen 03/07/2017
Issued By (Name of I Illinois Union In	nsurance Company) ISUrance Company	- 1	

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE CONTRACTOR'S POLLUTION LIABILITY COVERAGE

SCHEDULE:

Name of Person or Organization:

Any person or organization that is an owner of real property or personal property on which you are performing operations, or a contractor on whose behalf you are performing operations, and only at the specific written request of such person or organization to you, wherein such request is made prior to commencement of operations.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. SECTION II WHO IS AN INSURED is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:
 - 2. Exclusions

This insurance does not apply to bodily injury or property damage occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of your work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Named Insured The Roof Depo	ot Inc		Endorsement Number
Policy Symbol CPW	Policy Number G46613739 001	Policy Period 03/07/2017 to 03/07/2019	Effective Date of Endorsemen 03/07/2017
Issued By (Name of I Illinois Union Ir	nsurance Company) isurance Company		

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT - OWNERS, LESSEES OR CONTRACTORS (PRIMARY AND NON-CONTRIBUTORY)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE CONTRACTOR'S POLLUTION LIABILITY COVERAGE

SCHEDULE:

Name of Person or Organization:

Any person or organization that is an owner of real property or personal property on which you are performing operations, or a contractor on whose behalf you are performing operations, and only at the specific written request of such person or organization to you, wherein such request is made prior to commencement of operations.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

SECTION II - WHO IS AN INSURED is amended to include:

- A. SECTION II WHO IS AN INSURED is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to bodily injury or property damage occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of your work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. The coverage provided hereunder shall be primary and not contributing with any other insurance available to those designated above under any other third party liability policy.

The Roof Depo	JU INC		Į.
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
CPW	G46613739 001	03/07/2017 to 03/07/2019	03/07/2017

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the proparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization that is an owner of real property or personal property on which you are performing operations, or a contractor on whose behalf you are performing operations, and only at the specific written request of such person or organization to you, wherein such request is made prior to commencement of operations.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or your work done under a contract with that person or organization and included in the products-completed operations hazard. This waiver applies only to the person or organization shown in the Schedule above.

All other terms and conditions remain the same.

ADDITIONAL INSURED ENDORSEMENT – PRODUCTS-COMPLETED OPERATIONS HAZARD PRIMARY & NON-CONTRIBUTORY

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Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
CPW	G46613739 001	03/07/2017 to 03/07/2019	03/07/2017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART CONTRACTOR'S POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Any person or organization that is an owner of real property or personal property on which you are performing operations, or a contractor on whose behalf you are performing operations, and only at the specific written request of such person or organization to you, wherein such request is made prior to commencement of operations.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but 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.

Furthermore, the coverage provided hereunder shall be primary and not contributing with any other insurance available to those designated above under any other third party liability policy.

All other terms and conditions remain the same.

ADDITIONAL INSURED ENDORSEMENT - PRODUCTS-COMPLETED OPERATIONS HAZARD

Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
CPW	G46613739 001	03/07/2017 to 03/07/2019	03/07/2017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART CONTRACTOR'S POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Any person or organization that is an owner of real property or personal property on which you are performing operations, or a contractor on whose behalf you are performing operations, and only at the specific written request of such person or organization to you, wherein such request is made prior to commencement of operations.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II ~ Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but 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.

All other terms and conditions remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF CONDITIONS OTHER INSURANCE PRIMARY AND NON-CONTRIBUTING

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

SCHEDULE

When required by written contract executed before the "loss."

- A. Section IV Conditions, 9. Other Insurance is deleted and replaced by the following:
 - This insurance is excess over any other insurance available to the insured except:
 - a. insurance that is purchased specifically to apply in excess of this policy; or
 - insurance available to the person or organization shown in the Schedule of this endorsement as an additional insured on the "controlling underlying insurance."
- B. When this insurance applies on a primary and non-contributing basis, the Limits of Insurance available for the additional insured will be the lesser of:
 - 1. the amounts shown in item 3 of the Declarations of this policy; or
 - the amount of insurance you are required to provide the additional insured in the written contract or agreement.

All other terms of the policy remain unchanged.

Commercial Excess Liability Coverage Part

Various provisions of this policy restrict coverage. Read the entire policy carefully to determine your rights, duties and what is and is not covered.

Throughout the policy the words "you" and "your" refer to the Named Insured. The words "we," "us" and "our" refer to the company providing this insurance. The word "insured" means any other person or organization qualifying as such under SECTION II - WHO IS AN INSURED.

Other words and phrases that appear in quotations in this policy have special meanings. Refer to SECTION V - DEFINITIONS.

SECTION I - COVERAGE

- 1. Insuring Agreement
 - A. Excess Liability
 - 1. We will pay on behalf of the insured and in excess of "underlying limits" those sums the insured becomes legally obligated to pay as damages for "loss" to which this insurance applies. This insurance applies only if:
 - a. the "loss" is caused by an "event" that takes place in the coverage territory;
 - b. the "loss" occurs during the "policy period;" and
 - c. the "controlling underlying insurance" applies to the "loss."
 - 2. If an aggregate limit of "controlling underlying insurance" is exhausted by the payment of judgments or settlements to which this insurance applies, or would have applied but for the amount of the damages, this insurance will apply in place of the "controlling underlying insurance" until we have paid our applicable Limits of
 - 3. When paragraph 2, above applies, ending the "controlling underlying insurance" obligations to investigate and settle claims or defend suits against the insured, we have the right and duty to investigate claims and defend suits which seek damages to which this insurance applies. Our right and duty to defend end when we have paid our applicable Limits of Insurance.
 - 4. When paragraph 2. above does not apply, we have the right, but not the duty, to participate in the investigation or settlement of any claim or the defense of any suit against any insured.
 - We have the right, at our discretion, to settle any claim to which this insurance
 - As respects paragraphs 3. and 4. above, "defense expenses" we incur in the investigation of any claim or defense of any suit will be paid in addition to the Limits of Insurance except when such costs reduce the limits of "controlling underlying insurance," in which case they will reduce our Limits of Insurance.
 - 7. The amount we pay is limited. See SECTION III LIMITS OF INSURANCE.

2. Exclusions

The EXCLUSIONS sections of the "controlling underlying insurance" are made part of this policy. If an inconsistency or contradiction exists between an Exclusion of this policy and an Exclusion of the "controlling underlying insurance" the Exclusion of this policy will apply.

However, in no case will coverage be excluded by the "controlling underlying insurance" and not excluded by this policy.

This insurance does not apply to any liability:

- 1. to which "controlling underlying insurance" does not apply;
- for which coverage is provided by "controlling underlying insurance" at limits less than the limits of insurance applicable to other coverage provided by the "controlling underlying insurance" and less than "underlying limits;"
- for "loss" which commenced prior to this "policy period," whether or not such "loss" continues, progresses, changes or resumes during this "policy period;"
- 4. for damage to property you own, rent or occupy, including any costs or expenses incurred by you or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including the prevention of injury to a person or damage to another's property;
- 5. for damage to personal property in the care, custody or control of any insured;
- 6. arising out of any "aircraft products;"
- arising out of the actual, alleged, suspected or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of "asbestos;"
- arising out of the actual, alleged, suspected or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of "fungi" or bacteria;
- arising out of the actual, alleged, suspected or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of "silica" or "silica related dust;"
- 10. arising out of any "employment practices" of any insured;
- 11. arising out of:
 - a. war, including undeclared or civil war;
 - warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these;
- 12. imposed under:
 - a. an uninsured or underinsured motorist, uninsured or underinsured boater, Medical Payments, Personal Injury Protection, No-Fault or any similar law;
 - a workers compensation, disability benefits, unemployment compensation or any similar law:
 - the Employee Retirement Income Security Act of 1974, any amendments thereto or any similar law.

SECTION II - WHO IS AN INSURED

The WHO IS AN INSURED section of the "controlling underlying insurance" is made part of this policy. Any person or organization that is an insured in "controlling underlying insurance" is an insured in this policy to the same extent.

SECTION III - LIMITS OF INSURANCE

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of insureds, claims made or suits brought, or persons or organizations making claims or bringing suits.

- The General Aggregate Limit is the most we will pay for the sum of all damages to which this insurance applies, except:
 - a. damages because of bodily injury or property damage included within any applicable products-completed operations hazard; or
 - damages arising out of the ownership, operation, maintenance or use of an automobile:
- The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of all damages included within any applicable products-completed operations hazard;
- Subject to paragraphs 1. and 2. above, the Each Event Limit is the most we will pay for all damages that arise out of any one "event."

SECTION IV - CONDITIONS

The CONDITIONS sections of the "controlling underlying insurance" are made part of this policy. If an inconsistency or contradiction exists between the Conditions of this policy and the Conditions of the "controlling underlying insurance," the Conditions of this policy will apply.

1. Appeals

At our discretion we may appeal any judgment which would result in a payment under this policy. When we do appeal, we will pay all costs associated with the appeal in addition to the Limits of Insurance. Any such appeal will not increase our Limits of Insurance.

2. Bankruptcy or insolvency

Bankruptcy or insolvency of the insured or the insured's estate will not relieve us of our obligations under this policy. Bankruptcy or insolvency of any company providing "controlling underlying insurance" will not reduce the "underlying limits" or increase our obligations under this policy. We will not be required to drop down or replace "controlling underlying insurance."

3. Cancellation

- The first Named Insured may cancel this policy at any time by providing us advanced written notice of the cancellation date.
- We may cancel this policy at any time by providing the first Named Insured written notice of cancellation:
 - i. at least 10 days in advance if we cancel for non-payment of premium; or
 - ii. at least 30 days in advance if we cancel for any other reason:

c. If the "controlling underlying insurance" is cancelled for any reason, this policy is also cancelled. Reinstatement of the "controlling underlying insurance" does not reinstate this policy unless reinstatement is endorsed hereon.

Return premium, if any, will be calculated per Condition 11. Premium. Proof of mailing will be proof of notice.

4. Non-Renewal

- a. We are not obligated to renew this policy. However, should we decide not to renew, we will provide the first Named Insured written notice of our decision at least 30 days prior to the expiration date shown in the Declarations.
- b. We will not restrict the terms or increase premium of this policy at renewal unless we have given the first Named Insured at least 30 days advanced notice of any such changes. However, no notice will be provided or required if a restriction in this policy results from a restriction applicable to "controlling underlying insurance."
- c. The first Named Insured may non-renew this policy by:
 - i. providing advance written notice to us;
 - ii. rejecting our offer to renew; or
 - iii. failing to reply to our offer to renew.

Proof of mailing will be proof of notice.

5 Changes

This policy contains all of the agreements between you and us. This policy may only be changed by endorsements we issue.

- 6. Duties When There is an "Event," Claim or Suit
 - a. You must see to it that we and any other insurers who could provide coverage are notified as soon as practicable of any "event" which may be reasonably expected to result in a claim under this policy. To the extent possible, notice should include:
 - i. how, when and where the "event" took place;
 - ii. the names and addresses of any injured persons and witnesses; and
 - iii. the nature and location of any injury or damage arising out of the "event."
 - If a claim is made or suit is brought against any insured which may be reasonably expected to result in a claim under this policy, you must:
 - i. immediately record the specifics of the claim or suit and the date received; and
 - notify us, and any other insurers who could provide coverage, as soon as practicable.
 - c. You and any other involved insured must:
 - immediately send us, and any other insurers who could provide coverage, copies
 of any demands, notices, summonses or legal papers received in connection with
 a claim or suit which may be reasonably expected to result in a claim under this
 policy:
 - ii. authorize us to obtain records and other information;
 - cooperate with us in the investigation or settlement of the claim, issues relating to coverage under this policy or defense against the suit; and
 - iv: assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of the injury or damage to which this insurance may apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense, other than first aid, without our consent. Notice to us may be sent to our address shown in the Declarations.
- 7. Legal Action Against Us

No person or organization has a right under this insurance:

- to join us as a party or otherwise bring us into a suit asking for damages from an insured; or
- b. to sue us on this insurance unless all of its terms have been fully complied with.
- Maintenance of Controlling Underlying Insurance
 During the "policy period" you must registate "control

During the "policy period" you must maintain "controlling underlying insurance" with "underlying limits" at least equal to the amounts shown in the Declarations. The "underlying limits" must be unimpaired at the beginning of this "policy period." If you fail to maintain the "controlling underlying insurance" this policy will be invalid. If you fail to maintain "underlying limits," we will only be liable to the extent we would have been liable had you maintained the "underlying limits." Reduction of "underlying limits" by the payment of judgments or settlements for "loss" to which this insurance applies, or would have applied but for the amount of the damages, will not be considered a failure to maintain "underlying limits."

9. Other Insurance

This insurance is excess over any insurance available to the insured except insurance purchased specifically to apply in excess of this policy.

10. Payment of Damages

When the amount of damages payable under this policy has been determined by final judgment or a written settlement agreement between the claimant and us, we will pay that amount, up to our applicable Limits of Insurance, after the "controlling underlying insurance" or the insured has paid the full amount of the "underlying limits."

11. Premium

The Premium shown in the Declarations is the premium for the coverage we provide for the "policy period." The first Named Insured is responsible for the payment of all premiums under this policy. If this policy is cancelled prior to its expiration date return premium will be calculated as follows:

- a. if cancelled by us:
 - [{(Premium) (Minimum Earned Premium)} x (Pro Rata factor)]
- b. if cancelled by you:

[{(Premium) - (Minimum Earned Premium)) x {(Pro Rata factor) x (.90)}].

12. Separation of Insureds

Except with respect to the Limits of Insurance and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. as if each Named Insured were the only Named Insured; and
- b. separately to each insured against whom claim is made or suit is brought.
- 13. Transfer of Rights of Recovery Against Others

If an insured has rights to recover all or part of any payment we have made under this insurance, the insured must preserve those rights and, at our request, pursue or transfer those rights to us. The insured must do nothing after an "event" to impair them.

- 14. Reformation of Underlying If the "controlling underlying insurance" is reformed after an "event" to provide coverage for a "loss," the terms of such reformation do not apply to this policy.
- 15. When we Defend When we have a duty to defend an insured, the insured will cooperate with us in the transfer of the defense to counsel of our choosing. If the law of the governing jurisdiction permits an insured to select their own counsel to be paid for by us, we shall only be liable for the reasonable and necessary defense costs of one law firm per insured at rates customarily paid by us for the defense of similar claims in the jurisdiction where the claim
- 16. Claims outside the U.S.A, it's Territories, Possessions or Canada When we have the duty to defend an insured and are prevented by law or otherwise from doing so, we will reimburse the insured for any reasonable and necessary expenses incurred in the defense of a suit to which this insurance applies. If the insured becomes legally obligated to pay damages to which this insurance applies and we are prevented by law from paying such damages on behalf of the insured, we will reimburse the insured, in U.S currency at the prevailing exchange rate at the time the damages were paid, for such damages.

SECTION V - DEFINITIONS

is pending.

The DEFINITIONS sections of the "controlling underlying insurance" are made part of this policy, and apply to words or phrases used in this policy provided always that words or phrases in quotations in this policy will have the meaning given them in this policy.

"Aircraft products" means:

- a. an aircraft;
- b. ground control or support equipment; or
- any article, component or device made, sold, licensed, handled or distributed by any insured that is used to achieve, control or maintain flight or landing of an aircraft.

"Asbestos" means the mineral in any form

"Controlling underlying insurance" means the policy listed in the Schedule of Underlying Insurance shown in the Declarations, or its renewal or replacement, which applies to the "loss," or would have applied but for:

- a. an exclusion in that policy; or
- b. the exhaustion or erosion of an aggregate limit of insurance;

If more than one policy is listed in the Schedule, the "controlling underlying insurance" is the policy which applies to the "loss" or would have applied but for the reasons a. or b. listed above.

"Defense expenses" means expenses we incur to investigate a claim or defend a suit.

Defense expenses include interest which accrues on our portion of a judgment, after entry of that judgment and after the insured or any underlying insurer has paid the full amount of their portion of the judgment but before we have paid, offered to pay or deposited in the court the part of the judgment that is within our applicable Limits of Insurance.

"Employment practices" means:

- dismissal, discharge or termination of employment, whether actual, constructive or retaliatory;
- b. failure or refusal to hire or promote;
- c. discipline, demotion, coercion or retaliatory treatment;
- d. failure to grant tenure;
- e. negligent employment evaluation;
- f. sexual or other workplace harassment, including guid pro quo and hostile work environment:
- g. employment discrimination;
- invasion of privacy, violation of employment related civil rights, employment related libel, slander or defamation;
- creating or enforcing or failing to create or enforce employment related policies or procedures; or
- actual or alleged violations of the Family and Medical Leave Act of 1993 or its amendments.

"Event" means an accident, incident, occurrence, offense, wrongful act or other "loss" causing "event" defined by and to which the "controlling underlying insurance" applies.

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi. But "fungi" does not include mushrooms cultivated for human consumption.

"Loss" means bodily injury, property damage, personal and advertising injury or other loss defined by and to which the "controlling underlying insurance" applies.

"Policy period" means the period of time between the effective date shown in the Declarations and the earlier of the expiration date shown in the Declarations or the expiration date shown in an endorsement to this policy.

"Silica" means silicon dioxide, occurring in crystalline, amorphous or impure forms, silica particles, silica dust or silica compounds.

"Silica related dust" means a mixture or combination of silica and other dust particles.

"Underlying limits" means the amounts shown in the Declarations as the minimum limits of insurance to be provided by "controlling underlying insurance."

In Witness Whereof, the issuing Company has caused this policy to be signed officially below, and countersigned on the Declarations page by a duly authorized representative of said Company.

Stanley A. Galanski

Story Warm Galand

President

Jeff L. Saunders

Vice President



Bid Bond

CONTRACTOR:

(Name, legal status and address)
The Roof Depot, Inc.
11260 Old Roswell Rd.
Alpharetta, GA 30009

OWNER:

(Name, legal status and address)
City of Hogansville
400 East Main Street
Hogansville, GA 30230

BOND AMOUNT: FIVE PERCENT (5%) OF TOTAL AMOUNT BID

SURETY:

Morristown, NJ 07962

(Name, legal status and principal place of business)
United States Fire Insurance Company
305 Madison Avenue

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:

(Name, location or address, and Project number, if any)

Re-Roofing of Historic Royal Theatre

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a stantory or other legal requirement in the location of the Project. any provision in this Bond conflicting with said stantory or legal requirement shall be deemed deleted herefrom and provisions conforming to such stantory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be constructed as a stantory bond and not as a common law bond.

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Signed and sealed this 31st I day of January, 2019.	
The Roof Depot, Inc. 198-	
Martin Mano Lan. SEA (Bincipal)	(Seal)
(Wimess) (Wimess) (Wimess) (Winess) (Title) United States Fire Insurance Company	
1) (Manual Manual (Title)	
United States Fire Insurance Company	
(Sarety)	(Seal)
(Witness)	
(Title) Rachel Fell, Attorney-in-Fact	

POWER OF ATTORNEY UNITED STATES FIRE INSURANCE COMPANY PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

00645403319

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Chancey Shepherd, Rachel Fell, Kerry Plumley, Kaylan Fila

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: Seven Million, Five Hundred Thousand Dollars (\$7,500,000).

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2020.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 10th day of March, 2016.



Anthony R. Slimowicz, Executive Vice President

UNITED STATES FIRE INSURANCE COMPANY

State of New Jersey }
County of Morris }

On this 10th day of March 2016, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

SONIA SCALA NOTARY PUBLIC OF NEW JERSEY MY COMMISSION EXPIRES 3/25/2019

Sonia Scala

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the day of 20/

UNITED STATES FIRE INSURANCE COMPANY

Al Wright, Senior Vice President

RFP: Re-Roofing of Historic Royal Theatre

BY DAVID MILLIRON, ON JANUARY 14TH, 2019



Notice is hereby given that the City of Hogansville in Troup County, Georgia, will let a contract to the most responsible, qualified, contractor/bidder by sealed bids received by the Hogansville City Clerk at 400 East Main Street, Hogansville, GA 30230 no later than 10:45 am on Thursday, January 31, 2019 for the Re-roofing of the Historic Royal Theater. Sealed bids will be publicly opened and read aloud at 11:00 am on Thursday, January 31, 2019.

Construction Documents and Project Manuals are at City Hall which is located at 400 E. Main Street in Hogansville. No documents will be mailed. The project is funded, in part, by a U.S. Department of Interiors Grant administered by the Georgia Historic Preservation Division. All work, documentation, etc. shall comply with the Grant Requirement and Agreement which are contained in the Project Manual. All bids shall be accompanied by Proof of General Liability Insurance and Workman's Compensation Insurance with the City of Hogansville listed as an additional insured. In addition, Builder's Risk insurance will be required in the amount of the \$1 million. All bids must be accompanied by a Bid Bond in the amount of 5% of the Bid Amount. The City of Hogansville reserves the right to reject any and all bids and to waive any technicalities or irregularities and to award the bid based on the highest and best interests of Hogansville.

Prospective bidders are invited and encouraged to visit the historic Royal Theatre building between the hours of 9:00 am and 2:00 pm on either Wednesday, January 16, 2019; Thursday, January 17, 2019; or Friday, January 18, 2019. The Theatre is located at 400 E. Main Street in Hogansville.

Construction Documents and Project Manuals Download

No Bidders shall contact any elected or appointed official or employee of the City of Hogansville at any time during the Bidding Process. All questions are to be directed to communications@cityofhogansville.org no later than 5:00 pm on Monday, January 21, 2019 with all questions and responses to be cross-posted to the news section of the cityofhogansville.org website along with this original posting by close of business on Friday, January 25, 2019. Each proposal shall be sealed and clearly marked on the outside of the envelope identifying the bid enclosed s "Re-roofing of the Historic Royal Theater." The successful bidder will be required to execute a contract within thirty (30) days after the award of the contract. In case of failure to execute the contract as stated, the bidder will be considered to have abandoned the contract and the bond or check accompanying the proposal shall be forfeited to the City not as a penalty but as liquidated damages. The City reserves the right to reject any and all bids and to award the contract to the lowest or best bidder. Each proposal must contain the full name of every person or company interested in same. The City reserves the right to reject any bid that does not contain evidence of satisfactory completion of similar contracts. The City reserves the right to waive irregularities in bids and form.

CITY HALL NEWS

Comments are closed.

City offices to close to commemorate Martin Luther King Jr. Day »