

**ACTION MEMORANDUM**

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**TO:** Bibb County Board of Education

**FROM:** Sam Kitchens, Executive Director of Capital Programs  
Elaine Wilson, Director of Procurement

**SUBJECT:** Thompson Stadium Sports Turf Installation

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**Summary**

As part of the 2021 ESPLOST Program, the Board of Education approved upgrades to Harry Thompson Stadium. This memorandum is recommending installation of a new synthetic turf athletic field.

**Background**

Sports Turf Company provided the installation of the synthetic field at Ed DeFore Sports Complex football field and the existing synthetic track at Thompson Stadium. Installation of the new synthetic turf field would require a continuous surface between the existing track and the new synthetic turf. To maintain warranties for both surfaces, a sole source contract is needed as both products would be covered by manufacturer and certified installation warranties.

**Recommendation**

It is recommended that the Bibb County Board of Education authorize the Superintendent to approve a purchase order with Sports Turf Company for installation of a new synthetic turf athletic field in the amount not to exceed \$1,162,548.00. The purchase will be paid from 2021 ESPLOST funds utilizing the Sourcewell Astro Turf contract #060518-AST.

**Superintendent's Comments and Approval**

<b><u>Superintendent's Comments</u></b>	
Dr. Curtis L. Jones, Jr.	Approved

NEW SYNTHETIC TURF FIELD AT HARRY THOMPSON STADIUM

SECTION 00040 – PROPOSAL FORM

**NEW SYNTHETIC TURF FIELD AT  
HARRY THOMPSON STADIUM**

The undersigned (“Offeror” or “Contractor”) herein submits to The **BIBB COUNTY BOARD OF EDUCATION** (the “Board”) the following Proposal for the construction by Contractor of the **NEW SYNTHETIC TURF FIELD AT HARRY THOMPSON STADIUM** located at **1210 SHURLING DRIVE** (the “Project”). This Proposal is submitted in response to the Board’s Request for Proposals for the Project.

This Proposal is for the full and complete construction of the Project in conformity with all requirements of the Contract Documents as defined in the Request for Proposals. The submission of this Proposal is in full and complete compliance with the Request for Proposals and Instructions to Offerors, both of which are incorporated herein by reference. The submission of this Proposal constitutes the Contractor’s agreement with all provisions, representations and acknowledgments contained herein and all provisions, representations and acknowledgments contained in, or required by, the Request for Proposals and Instructions to Offerors.

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PART ONE

**SECTION A-1. BASE PROPOSAL**

The Contractor proposes to fully and completely construct the Project in conformity with all requirements of the Contract Documents and furnish all necessary labor, material and equipment for such construction, and, furthermore, to fully, completely, and strictly perform all obligations of the Contractor as set forth in the Contract Documents, for the lump sum Contract Price of one million, one hundred twenty-five thousand, six hundred fifty-eight dollars

(\$ 1,125,658.00 ). Said lump sum Contract Price is allocated, in its entirety, to the following elements of the work:

**SECTION A-1.1 (TURF FIELD)**

1. Bonds (Payment & Performance) & Insurance	\$ <u>\$14,700.00</u>
2. General Conditions	\$ <u>\$60,000.00</u>
3. Mobilization	\$ <u>\$20,500.00</u>
4. Erosion Control	\$ <u>\$18,085.00</u>
5. Demolition	\$ <u>\$74,473.00</u>
6. Clearing & Grubbing	\$ <u>\$10,768.00</u>
7. Grading/Soil Removal	\$ <u>\$52,500.00</u>
8. Subgrade Preparation	\$ <u>\$14,752.00</u>
9. Storm Drainage & Perimeter Drainage with Geotech Fabric	\$ <u>\$26,223.00</u>
10. Laser Grading	\$ <u>\$34,512.00</u>
11. Concrete Curb/Nailer	\$ <u>\$28,390.00</u>
12. Concrete High Jump w/Coating	\$ <u>\$31,800.00</u>

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13. Football Goal Posts & Corner Pylons	\$ <u>16,380.00</u>
14. Site Electrical - Including Posts for Play Clocks. (Play Clocks By Owner)	\$ <u>9,583.00</u>
15. GABC/Stone Base	\$ <u>32,090.00</u>
16. Geotextile Liner	\$ <u>7,902.00</u>
17. Brock Pad	\$ <u>0</u>
18. Synthetic Turf	\$ <u>645,000.00</u>
19. Infill (Sand and Brock Fill)	\$ <u>0</u>
20. Other Costs	\$ <u>28,000.00</u>
<b>SUB-TOTAL SECTION A-1.1 (TURF FIELD)</b>	\$ <u>1,125,658.00</u>

**SECTION A-1.2 BASE PROPOSAL ALLOWANCES**

<b>A. OWNER CONTINGENCY ALLOWANCE</b>	\$ <u>25,000.00</u>
<b>B. MATERIALS &amp; COMPACTION TESTING ALLOWANCE</b>	\$ <u>2,000.00</u>
<b>C. QUANTITY ALLOWANCE (FROM SECTION A-2.A)</b>	\$ <u>9,890.00</u>
<b>GRAND TOTAL (SECTIONS A-1.1 AND A-1.2)</b>	\$ <u>1,162,548.00</u>

**NOTE: GRAND TOTAL MUST MATCH TOTAL LUMP SUM CONTRACT PRICE.**

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**SECTION A-2. BASE PROPOSAL ALLOWANCES**

**A. Quantity Allowances**

The Contractor proposes the following Allowances/Unit prices as described in sections 01020 and 01026. The total allowance for each item shall be calculated from the quantities specified in Section 01020 (entered below) and the contractor's proposed Unit Price for each. Please reference section 01020 for complete description of work for each item.

<u>Item</u>	<u>Description</u>	<u>Allowance</u>		<u>Unit Price</u>	<u>Total Allowance</u>
		<u>Qty.</u>	<u>Unit</u>		
1.	Remove, haul and Dispose of Unsuitable Soil to Designated Location Onsite	100	C.Y.	\$ <u>15.00</u>	\$ <u>1,500</u>
2.	Haul-In and Place Suitable Fill Material Obtained from Onsite	100	C.Y.	\$ <u>25.00</u>	\$ <u>2,500</u>
3.	Haul-In and Place #57 Stone	200	TONS	\$ <u>29.45</u>	\$ <u>5,890</u>
<b>SUB-TOTAL SECTION A-2.A</b>					\$ <u>9,890</u>

**BE SURE TO TOTAL AND INCLUDE ALL ALLOWANCES IN YOUR BASE PROPOSAL LUMP SUM PRICE!**

Allowances and unit prices shall be used as directed by the Engineer for unforeseen conditions above and beyond the work included in the contract documents.

The unit prices set forth herein shall be binding and shall become a part of the contract. The Contractor declares that it understands that the quantities shown, for unit price items, are approximate only and are subject to either increase or decrease, and that should the quantities of any of the items of the work be increased, the Contractor proposes to do the additional work at

## NEW SYNTHETIC TURF FIELD AT HARRY THOMPSON STADIUM

the unit prices stated herein; and should the quantities be decreased, the Contractor also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities and that actual quantities will be determined upon completion of the work, at which time adjustment will be made to the contract amount by direct increase or decrease. The unit prices set forth herein include all general conditions, overhead, profit and other compensation of every kind and nature associated with the unit price work.

### **Add Alternate No. 1 – Field Maintenance**

The Contractor offers to provide maintenance for the synthetic turf field for a period of 10 years.

The minimum requirements for maintenance shall include the following:

A. Annual Maintenance Requirements

Contractor shall make a minimum of 10 visits to athletic complex over a ten year period. Field shall be inspected and maintained annually. Each annual visit shall be coordinated with Owner's representative and shall include the following for the field:

- Inspection of entire synthetic turf area.
- Field cleaning and vacuuming.
- Field grooming to level infield across entire synthetic turf surface.
- Removal of metallic objects using mechanical equipment with magnetized collectors.
- Disinfectant spray application.
- Perform minor repairs at time of maintenance service.
- Obtain sign-off from Owner's representative at completion of each visit.

B. Gmax Testing

As part of the Maintenance Plan, the Contractor shall perform field Gmax testing for each field every two (2) years after completion utilizing ASTM testing protocols per GHSA standards and requirements. The initial tests under the maintenance program shall begin in year 2023 and shall be conducted a minimum of 5 times over the maintenance period. Testing shall be coordinated with Owner's representative and written test results shall be

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provided to Owner's representative within 7 days of testing and shall be in conformity with all requirements of the Contract Documents.

**Add Alternate No. 1 Proposal**

Contractor offers to provide the Field Maintenance as described above in Paragraphs A and B for the field for a total annual fee of \$ thirty-seven thousand five hundred dollars per year. (Annual fee amount shall remain the same during the term of the maintenance program.) Owner reserves the right to terminate maintenance program at any time during the 10 year maintenance period and shall only be liable for maintenance work completed under the terms of the maintenance plan. If the Add Alternate is accepted, the Owner will issue a separate Purchase Order for work to be completed under Add Alternate No. 1.

Offeror hereby acknowledges receipt of Addenda 0 through 0 (fill in blanks).

  
SIGNATURE \_\_\_\_\_ Sports Turf Company, Inc. \_\_\_\_\_ 1/20/21 \_\_\_\_\_  
COMPANY DATE

Sworn to and subscribed before me this 20 day of January, 2021.

Notary Public: Ashley DeBono My commission expires: 11/10/23

(SEAL)



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Section A-5. NONCOLLUSION AFFIDAVIT

**OFFEROR'S and INDIVIDUALS' AFFIDAVIT OF NONCOLLUSION**

*(This affidavit to be executed in accordance with O.C.G.A. § 36-91-21(e))*

STATE OF Georgia

COUNTY OF Carroll

COMES NOW, Sports Turf Company, Inc ("Offeror"),  
*[name of Offeror]*

appearing by and through Todd Wiggins, it's President  
*[insert name of individual with authority to bind Offeror]* *[title]*

(averring both individually and in his or her representative capacity on behalf of Offeror) (the "Individual And Representative Affiant")

*[in these blanks insert the names of all those required to give the oath under O.C.G.A. § 36-91-21(e)]*

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(collectively, the "Individual Affiants"), and each of the Individual And Representative Affiant and the Individual

Affiants, after first being duly sworn, deposes and says that:

1. He, she or it, as applicable, has not directly or indirectly violated subsection (d) of the Official Code of Georgia Annotated Section 36-91-21, which subsection provides as follows:

(d) Whenever a public works construction contract for any governmental entity subject to the requirements of this chapter is to be let out by competitive sealed bid or proposal, no person, by himself or herself or otherwise, shall prevent or attempt to prevent competition in such bidding or proposals by any means whatever. No person who desires to procure such work for himself or herself or for another shall prevent or endeavor to prevent anyone from making a bid or proposal therefor by any means whatever, nor shall such person so desiring the work cause or induce another to withdraw a bid or proposal for the work.

2. If the Offeror is a partnership, then the Individual And Representative Affiant, together with the Individual Affiants, constitute all of the partners and any officer, agent or other person who may haverepresented or acted for them in bidding or proposing for or procuring the contract for the Bibb County Board of Education for New Synthetic Turf Field at Harry Thompson Stadium (the "Project").

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3. If the Offeror is a corporation or other entity, then the Individual and Representative Affiant, together with the Individual Affiants, constitute all officers, agents, or other persons who may have acted for or represented the corporation or other entity in bidding for or procuring the contract for the Project.

Further, the Individual and Representative Affiant and the Individual Affiants sayeth not.

This 20 day of January, 2021

Sports Turf Company, Inc

*[insert name of Offeror]*

and Todd Wiggins

*[insert name of Individual and Representative Affiant]*

By: [signature], both individually and on behalf of Offeror as its

President

*[insert title]*

Individual Affiants' signatures and names:

x \_\_\_\_\_  
Name:

x \_\_\_\_\_  
Name:

x \_\_\_\_\_  
Name:

x \_\_\_\_\_  
Name:

x \_\_\_\_\_  
Name:

x \_\_\_\_\_  
Name:

x \_\_\_\_\_  
Name:

x \_\_\_\_\_  
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x \_\_\_\_\_  
Name:

x \_\_\_\_\_  
Name:

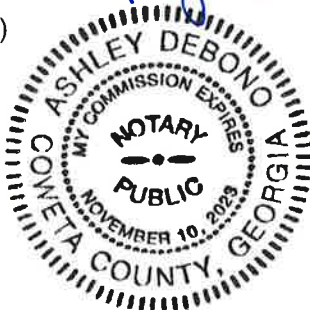
x \_\_\_\_\_  
Name:

x \_\_\_\_\_  
Name:

Sworn to and subscribed before me this 20 day of January, 2021.

Notary Public: Ashley DeBono My commission expires: 11/10/23

(SEAL)



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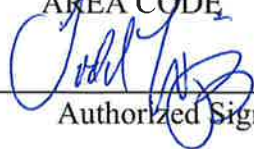
Section A-1. Through A-5 Respectfully Submitted:

Firm Name: Sports Turf Company, Inc.  
LEGAL NAME OF BUSINESS

Address: 1487 Blackdirt Road  
LEGAL BUSINESS ADDRESS (P.O. BOX IS INSUFFICIENT)

Whitesburg                      Georgia                      30185  
CITY                                      STATE                                      ZIP

Phone: (770)                      832-8691  
AREA CODE                      NUMBER

By:   
Authorized Signature (BLUE INK PLEASE)

Todd Wiggins                      President  
Typed/Printed Name                      Title

Sworn and subscribed to before me this 20 day of January, 2021

  
NOTARY PUBLIC



Commission Expires: 11/10/2023

(PROPOSAL CONTINUES WITH PART TWO ON FOLLOWING PAGES)

**PART TWO**

**Section B. OFFEROR OVERVIEW**

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1. State the Offeror's legal name and describe its ownership structure and brief history.  
Sports Turf Company, Inc. is a corporation and is a 100% ESOP (Employee Stock Ownership Program). It is ran and owned by all of its employees.
  
2. State the address of Offeror's headquarters and branch office designated for the project and provide telephone and fax numbers.  
1487 Blackdirt Road Whitesburg, Ga 30185  
  
Office- 770-832-8691
  
3. How many years has Offeror been in business under the name stated above?  
29+, 2021 will be our 30th year in business.
  
4. Provide an organizational chart of the company indicating structure and depth of resources.  
see attached
  
5. List the number of permanent employees by professional discipline and provide a list of Offeror's officers. If a branch office will be utilized, indicate employee breakdown for that office, only.  
Chairman- Aaron McWhorter      Secretary- Natalie Howard      Assistant  
President- Todd Wiggins      Project Management- 3      Superintendent- 3  
Vice President- Helen Albrightson      Senior Superintended- 3      Operators- 10  
Superintendent- 8      Laborers- 21
  
6. Provide project Principal in Charge (Project Executive) contact telephones and email information.  
Todd Wiggins

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7. List Offeror's total annual billings for the past 5 years, including separately Design-Bid-Build work.
8. Provide the name of Offeror's bonding company and the name and telephone number of Offeror's local agent.

Bonding Company: Philadelphia insurance Companies

Local Agent: H & H Insurance Services

Phone #: 770-409-0014

- A. Provide a letter from the surety (not the surety's agent) stating **(1) Offeror's current total bonding capacity dollar value, (2) Offeror's per project bonding capacity dollar value, (3) Offeror's currently committed bonding capacity dollar value, (4) Offeror's currently unused and available bonding capacity dollar value and (5) the surety's willingness to bond the contract for the Project.**
- B. State the A.M. Best Company rating for Offeror's surety and its status to do business in Georgia. Also, confirm surety's listing on the U. S. Treasury's 570 Circular. Attach Bid Bond to this form.

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9. Provide the name of Offeror's insurance company and the name and telephone number of the Offeror's local agent.

Insurance Company: Bitco Insurance  
Local Agent: H & H Insurance Services  
Phone #: 770-409-0014

- A. Provide proof of Commercial Umbrella coverage of at minimum \$10,000,000.  
**attached**

10. Has Offeror ever defaulted, or been declared in default, on a contract? If so, explain, and identify the project, the Owner and the Engineer.

**NO**

11. Has Offeror been involved in litigation, mediation, or arbitration with an Owner in the last five years? If so, explain, and identify the project, the Owner, the Engineer, the court (if applicable), and the outcome.

**NO**

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12. State the amount and expiration date, if any, of all of Offeror's available unused line(s) of credit. (State the amount of all such credit in full, complete dollar amounts. For example, if Offeror's "available unused line(s) of credit" is \$100,000.00, state "\$100,000.00," not "100" or otherwise).

N/A

13. Furnish the following information (State all dollars in full, complete amounts. For example, if Offeror's "Revenues (Gross)" is \$100,000.00, state "\$100,000.00," not "100" or otherwise). **(Complete form intact, all information provided on this form only. No attachments will be evaluated, except for "B.6.A," "B.6.B," "B.7.A" and "B.14" as noted.)**

A. Last complete fiscal year: (fiscal year ending 2019 )

i. Revenues (Gross)	\$ <u>19,109,442</u>
ii. Expenditures (Gross)	\$ <u>17,368,012</u>
iii. Overhead & Admin. Cost (Gross)	\$ <u>3,432,965</u>
iv. Profit (Gross)	\$ <u>1,844,925</u>
v. Net Worth	\$ <u>2,241,267</u>
vi. Working Capital	\$ <u>2,366,600</u>

B. Year prior to "10.A." above: (fiscal year ending 2018 )

i. Revenues (Gross)	\$ <u>22,962,775</u>
ii. Expenditures (Gross)	\$ <u>17,368,012</u>
iii. Overhead & Admin. Cost (Gross)	\$ <u>3,307,843</u>
iv. Profit (Gross)	\$ <u>2,286,920</u>
v. Net Worth	\$ <u>159,360</u>
vi. Working Capital	\$ <u>1,862,052</u>

C. Year prior to "10.B." above: (fiscal year ending 2017 )

vii. Revenues (Gross)	\$ <u>13,424,903</u>
viii. Expenditures (Gross)	\$ <u>10,713,178</u>
ix. Overhead & Admin. Cost (Gross)	\$ <u>1,971,733</u>
x. Profit (Gross)	\$ <u>739,992</u>
xi. Net Worth	\$ <u>&lt;1,824,875&gt;</u>
xii. Working Capital	\$ <u>1,068,692</u>

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14. Furnish the following financial information for the fiscal quarter preceding the date of this Proposal (State all dollars in full, complete amounts. For example, if Offeror's "Revenues (Gross)" is \$100,000.00, state "\$100,000.00", not "100" or otherwise):

A. Last complete quarter: (quarter year ending 12/31/20 )

i. Revenues (Gross)	\$ <u>5,323,493</u>
ii. Expenditures (Gross)	\$ <u>4,879,997</u>
iii. Overhead & Admin. Cost (Gross)	\$ <u>914,690</u>
iv. Profit (Gross)	\$ <u>&lt;471,194&gt;</u>
v. Net Worth	\$ <u>4,459,445</u>
vi. Working Capital	\$ <u>3,683,356</u>

15. Furnish the total dollar value (not including disputed amounts) of work in progress (contracted back-log of remaining work to be completed, both bonded and non-bonded) for each of the four (4) fiscal quarters preceding the date of this Proposal. (State all dollars in full, complete amounts. For example, if Offeror's "Last complete quarter" is \$100,000.00, state "\$100,000.00," not "100" or otherwise).

i. Last complete quarter, bonded (ending <u>12/31/20</u> )	\$ <u>5,323,493</u>
ii. Prior complete quarter, bonded (ending <u>09/30/20</u> )	\$ <u>7,844,022</u>
iii. Last complete quarter, unbonded (ending <u>12/31/20</u> )	\$ <u>8,730,509</u>
iv. Prior complete quarter, unbonded (ending <u>09/30/20</u> )	\$ <u>7,010,902</u>

16. Furnish Safety Record and Experience Ratings for the past three years. List any OSHA fines and jobsite fatalities in the past three years. (Attach OSHA 300 log)

4/23/20 to 4/23/21-	.71
4/23/19 to 4/23/20-	.72
4/23/18 to 4/23/19 -	.89

NEW SYNTHETIC TURF FIELD AT HARRY THOMPSON STADIUM

**Section C. RELATED EXPERIENCE**

1. List the most comparable Design-Bid-Build (not CM At Risk or Design/Build) projects in scope and size for those projects completed in the last 7 years (or presently underway and greater than 80% complete). The projects identified below should also be representative of your proposed Project personnel.

**Project Name:** Clark Central High School **Location:** Athens, Ga

**Sq. Ft.:** 150,000 **\$ Value:** 4,894,195 **Completion Date:** March 2021

**Owner:** Clarke County Schools

**Owner's Phone:** 706-546-7721 **Owner's Contact:** John Gilbreath

**Engineer:** Breedlove Land Planning **Engineer's Phone:** 770-483-1173

**Engineer's Contact:** Matt Tanner **Current % Complete:** 86%

**Schedule Duration (NTP to C.O.)** May 2020 - March 2021

**Proposed Staff from this Project and define their respective roles during this referenced project**

Todd Wiggins/Hunter Bloedow - Project Manager, Carl Payton/Mark Shehan Senior Superintendents, Joel Thorton - Superintendent

**Project Name:** Dacula High School **Location:** Dacula, Ga

**Sq. Ft.:** 93,950 **\$ Value:** 1,385,850 **Completion Date:** August 2020

**Owner:** Gwinnett County Public Schools

**Owner's Phone:** 770-513-6855 **Owner's Contact:** John Hodgson

**Engineer:** Breedlove Land Planning **Engineer's Phone:** 770-483-1173

**Engineer's Contact:** Matt Tanner **Current % Complete:** 100%

**Schedule Duration (NTP to C.O.)** May 2020 - Aug 2020

**Proposed Staff from this Project and define their respective roles during this referenced project**

Todd Wiggins/Jason Briscoe - Project Manager, Carl Payton - Senior Superintendent, Joel Thorton - Superintendent

NEW SYNTHETIC TURF FIELD AT HARRY THOMPSON STADIUM

Project Name: Mill Creek High School Location: Hoschton, Ga

Sq. Ft.: 92,125 \$ Value: 1,018,531 Completion Date: August 2020

Owner: Gwinnett County Schools

Owner's Phone: 770-513-6855 Owner's Contact: John Hodgson

Engineer: Breedlove Land Planning Engineer's Phone: 770-483-1173

Engineer's Contact: Matt Tanner Current % Complete: 100%

Schedule Duration (NTP to C.O.) May 2020 - August 2020

**Proposed Staff from this Project and define their respective roles during this referenced project**

Todd Wiggins/Jason Briscoe - Project Manager, Carl Payton -Senior Superintendent, Joel Thorton - Superintendent

Project Name: Mt. Zion High School Location: Carrollton, Ga

Sq. Ft.: 93,000 \$ Value: 905,107.98 Completion Date: April 2020

Owner: Carroll County Board of Education

Owner's Phone: 770-834-3348 Owner's Contact: Mike Beers

Engineer: Sports Turf Company, Inc Engineer's Phone: 770-832-8691

Engineer's Contact: Jason Briscoe Current % Complete: 100%

Schedule Duration (NTP to C.O.) November 2019 - April 2020

**Proposed Staff from this Project and define their respective roles during this referenced project**

Design Build - Sports Turf Company, Inc., Bob Calta - Project Manager, Carl Payton-Senior Superintendent

NEW SYNTHETIC TURF FIELD AT HARRY THOMPSON STADIUM

Project Name: Bowdon High School Location: Bowdon, Ga

Sq. Ft.: 77,000 \$ Value: 831,062 Completion Date: April 2020

Owner: Carroll County Board of Education

Owner's Phone: 770-834-3348 Owner's Contact: Mike Beers

Engineer: Sports Turf Company, Inc. Engineer's Phone: 770-832-8691

Engineer's Contact: Jason Briscoe Current % Complete: 100%

Schedule Duration (NTP to C.O.) November 2019 - April 2020

**Proposed Staff from this Project and define their respective roles during this referenced project**

Design Build- Sports Turf Company, Inc, Bob Calta - Project Manager, Carl Payton Senior Superintendent

2. State specifically whether each project identified in "C.1" above:

- (a) Was substantially complete by the original date established in the contract, if not please provide explanation;

Yes

- (b) Had change orders exceeding two percent (2%) of the original contract price, if not please provide explanation;

No

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**Section D. QUALIFICATIONS/EXPERIENCE OF PERSONNEL**

1. Provide organizational chart of the team with titles and roles of Key Personnel team members.
2. Identify which projects the proposed Principal in Charge (Project Executive), Project Manager, Site Superintendent, and other team members (collectively, "Key Personnel") have previously completed together. (Should your company be selected as the General Contractor, you should not replace or change any Key Personnel for the duration of the Project without the Owner's prior written consent. General Contractor shall be liable for \$450.00 for each day the General Contractor fails to comply with this requirement.)
3. State the percentage of the Principal in Charge's (Project Executive's), Senior Project Manager's, Site Superintendent's and other key team members time that he/she, or they, will devote to this project (with 100% being full time).
4. Provide resumes of each Key Personnel team member. For each Key Personnel team member state the name, qualifications, background, the number of years in the construction industry and the number of years with the Offeror Firm. List all relevant prior project experiences for each member that has successfully delivered in the same role as being proposed. Include project names, square footages, dollar values, and completion dates of each project. Also provide the Owner and Engineer references for each Key Personnel team member on four projects that the Contractor deems most relevant for each individual member.

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**Section E. OFFEROR'S EVALUATION**

1. Is Offeror willing to sign the "Standard Form of Fixed Price Construction Contract Between The Bibb County Board of Education and Contractor" and the Board's form of Payment and Performance Bonds "as is" and without any proposed modifications (other than filling in the blanks or other non-substantive matters)? If not, please provide explanation.

Yes

2. Provide a listing of voluntary cost saving suggestion concepts with respective order of magnitude approximate dollar values for each.

N/A

3. Has Offeror thoroughly reviewed the design documents (plans, drawings and specifications) for the Project; and, if so, what concerns or issues, if any, did Offeror's review raise or reveal?

We have no concerns.

4. Provide identification of project specific potential impediments with respective proposed solutions for each.

This project is fairly straight forward with normal obstacles for a turf field conversion.

5. Provide a project schedule for the Project.

attached

6. Is Offeror aware of any factors that would prevent or delay the required dates for the Project's Substantial Completion and Final Completions on the dates shown below. If so, please provide explanation.

No known issues at this time.

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<b>Anticipated Notice to Proceed</b>	<b>March 1, 2021</b>
<b>Substantial Completion</b>	<b>June 15, 2021</b>
<b>Final Completion</b>	<b>June 30, 2021</b>

7. Provide your construction management plan for this project. (Include inspections, NPDES, closeouts, warranty approach, strategy to comply with Board Policy for utilization of minority and small business enterprises and local companies.)

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**Section F. TURF SYSTEM EVALUATION**

1. Provide Product Data for the following:

- Average Pile Yarn Face Weight (ASTM D 5848): 52 oz
- Average Total Weight (ASTM D 5848): 78.5 oz
- Secondary Backing Weight (ASTM D 5848): 20 oz
- Primary Backing (ASTM D 5848): 6.5 oz
- Pile Height (ASTM D 5823): 1 1/2"
- Cooling Material and Application Rate: Brockfill 1 lb./sf
- Shock Pad Manufacturer and Thickness: Brock 25 mm

2. Provide Warranty information including if Warranty covers subbase, pad and turf system and is non-prorated.

## NEW SYNTHETIC TURF FIELD AT HARRY THOMPSON STADIUM

### CONTRACTOR CERTIFICATION

The Contractor proposes and agrees to commence actual construction (i.e., physical work) on site with adequate management, labor, materials and equipment within ten (10) days after receipt of Notice to Proceed (anticipated March 1, 2021) and prosecute the Work diligently and faithfully to completion within the required Contract Time. Prior to the Board's execution of the Contract and the issuance of the Notice to Proceed, Contractor shall furnish to the Board duly executed Payment and Performance Bonds for the school complying with all requirements of the Contract Documents along with Certificates of Insurance demonstrating that all required coverages are in place.

Contractor submits herewith its executed Bid Bond for the project in accordance with the requirements of the Board.

Contractor herein acknowledges that this Proposal shall constitute an offer by Contractor to contract with the Board for construction of the Project in conformity with all requirements of the Contract Documents for the lump sum Contract Price. After award, the Contractor will be required to sign the Board's form of Contract. The contractor will also be required to provide to the Board a schedule of values for the Project, as well as applications for payment throughout the duration of the Project according to accounting requirements by the Georgia State Department of Education. Said offer by Contractor is irrevocable and subject to acceptance by the Board until the expiration of sixty (60) days following the date set forth in the Request for Proposals for receipt of Proposals by the Board.

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusion is a





January 18, 2021

Bibb County Board of Education  
484 Mulberry St, Macon, Ga 31202

**Re: Sports Turf Company, Inc.**  
**Prequalification Letter - New Synthetic Turf Field at Harry Thompson Stadium**

To Whom It May Concern:

I am the Attorney-In-Fact for Philadelphia Indemnity Insurance Company, the bonding company for Sports Turf Company, Inc. Sports Turf has been a client for over 21 years; our experience has been excellent. As Attorney-In-Fact, Philadelphia Indemnity Insurance Company has authorized me to execute bonds on Sports Turf's behalf. Philadelphia Indemnity Insurance Company presently holds an A.M. Best Rating of A++ (Superior) Class XV and a Federal Treasury Listing of \$236,948,000. Philadelphia Indemnity Insurance Company is also licensed to conduct business in the state of Georgia.

Sports Turf Company, Inc. has a single bonding limit of \$15,000,000 and a total aggregate bonding capacity of \$30,000,000. Sports Turf currently has approximately \$8,000,000 of currently bonded work and \$22,000,000 available.

Should Sports Turf be chosen as the successful builder, then it is Philadelphia Indemnity Insurance Company's current intention to issue the 100% Performance and Payment Bonds. Execution of any final bonds would be subject to the Surety's normal satisfactory underwriting review of the bond forms, terms and conditions of the contract documents and all other pertinent underwriting criteria at time of the request.

We feel Sports Turf Company, Inc. is a firm with character, ability and financial strength adequate to complete any construction project they would undertake. Should you have additional questions, please don't hesitate to call me.

Sincerely,

***Derek Wortham***

Derek Wortham  
Attorney-In-Fact  
Philadelphia Indemnity Insurance Company

CC: Sports Turf Company, Inc.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/18/2021

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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).

<b>PRODUCER</b> H & H Insurance Services, Inc. 3160 Campus Drive Suite 100 Norcross GA 30071	<b>CONTACT NAME:</b> Jenny Brown <b>PHONE (A/C, No, Ext):</b> 678-252-1474 <b>E-MAIL ADDRESS:</b> Jbrown@hhinsur.com	<b>FAX (A/C, No):</b>													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : BITCO National Insurance CO.</td> <td>20109</td> </tr> <tr> <td>INSURER B : BITCO General Ins. Corporation</td> <td>20095</td> </tr> <tr> <td>INSURER C : RSUI Indemnity Company</td> <td>22314</td> </tr> <tr> <td>INSURER D : Columbia Casualty Company</td> <td>31127</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : BITCO National Insurance CO.	20109	INSURER B : BITCO General Ins. Corporation	20095	INSURER C : RSUI Indemnity Company	22314	INSURER D : Columbia Casualty Company	31127	INSURER E :		INSURER F :
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**COVERAGES** **CERTIFICATE NUMBER:** 481466064 **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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: X,C,U	Y	Y	CLP3693405	4/23/2020	4/23/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	CAP3693700	4/23/2020	4/23/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$	Y	Y	CUP2812340	4/23/2020	4/23/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> 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/A	WC3695678	4/23/2020	4/23/2021	<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
C D	Commercial Excess Umbrella Professional Liability			NHA089770 CEO 6045887013	4/23/2020 1/18/2021	4/23/2021 1/18/2022	Exc Umb Limit \$5,000,000 Professional Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: Project New Synthetic Turf Field At Harry Thompson Stadium, 1210 Shurling Dr, Macon, GA 31211  
 See attached policy forms for specific verbiage regarding Additional Insureds, Waivers of Subrogation and any other contractual insurance requirements.

**CERTIFICATE HOLDER****CANCELLATION**

Bibb County Board of Education  
 484 Mulberry St.  
 Macon GA 31202

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

*Christopher B. Wortham*

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - SPECIFIC ENTITIES**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

WHO IS AN INSURED is changed to include as an "insured" the person or organization named in this endorsement. However, the additional insured is an "insured" only for "bodily injury" or "property damage" arising out of work or operations performed by you or on your behalf for the additional insured and resulting from the ownership, maintenance or use of a "covered auto," by:

1. You, or
2. Any of your employees or agents; or
3. Anyone other than the additional insured or any employee or agent of the additional insured, while using with your permission a covered "auto" you own, hire or borrow.

**ADDITIONAL INSURED:**

Any person or organization for whom the named insured has agreed by written "insured contract" to designate as an additional insured subject to all the provisions and limitations of this policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:**

**Endorsement Effective Date:**

**SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

"Any person or organization for whom the named insured is operating under written contract when such contract requires a waiver of subrogation."

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**LAND IMPROVEMENT CONTRACTORS  
EXTENDED LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

It is agreed that the provisions listed below apply only upon the entry of an  in the box next to the caption of such provision.

- |  |   |
|--|---|
| A. <input checked="" type="checkbox"/> Partnership and Joint Venture Extension                                   | M. <input checked="" type="checkbox"/> Construction Project General Aggregate Limits  |
| B. <input checked="" type="checkbox"/> Contractors Automatic Additional Insured Coverage – Ongoing Operations    | N. <input checked="" type="checkbox"/> Fellow Employee Coverage   |
| C. <input checked="" type="checkbox"/> Automatic Waiver of Subrogation   | O. <input checked="" type="checkbox"/> Property Damage to the Named Insured's Work  |
| D. <input checked="" type="checkbox"/> Extended Notice of Cancellation, Nonrenewal                               | P. <input checked="" type="checkbox"/> Care, Custody or Control   |
| E. <input checked="" type="checkbox"/> Unintentional Failure to Disclose Hazards                                 | Q. <input checked="" type="checkbox"/> Electronic Data Liability Coverage   |
| F. <input checked="" type="checkbox"/> Broadened Mobile Equipment  | R. <input checked="" type="checkbox"/> Consolidated Insurance Program Residual Liability Coverage   |
| G. <input checked="" type="checkbox"/> Personal and Advertising Injury - Contractual Coverage                    | S. <input checked="" type="checkbox"/> Automatic Additional Insureds – Managers or Lessors of Premises  |
| H. <input checked="" type="checkbox"/> Nonemployment Discrimination  | T. <input checked="" type="checkbox"/> Automatic Additional Insureds – State or Governmental Agency or Political Subdivisions – Permits or Authorizations |
| I. <input checked="" type="checkbox"/> Liquor Liability  | U. <input checked="" type="checkbox"/> Contractors Automatic Additional Insured Coverage – Completed Operations   |
| J. <input checked="" type="checkbox"/> Broadened Conditions  | V. <input checked="" type="checkbox"/> Additional Insured – Engineers, Architects or Surveyors  |
| K. <input checked="" type="checkbox"/> Automatic Additional Insureds – Equipment Leases                          |   |
| L. <input checked="" type="checkbox"/> Insured Contract Extension - Railroad Property and Construction Contracts |   |

**A. PARTNERSHIP AND JOINT VENTURE EXTENSION**

The following provision is added to **SECTION II - WHO IS AN INSURED** :

The last full paragraph which reads as follows:

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

With respect to the conduct of any past or present joint venture or partnership not shown as a Named Insured in the Declarations and of which you are or were a partner or member, you are an insured, but only with respect to liability arising out of "your work" on behalf of any partnership or joint venture not shown as a Named Insured in the Declarations, provided no other similar liability insurance is available to you for "your work" in connection with your interest in such partnership or joint venture.

## **B. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – ONGOING OPERATIONS**

**SECTION II – WHO IS AN INSURED** is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy, 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
2. The acts or omissions of those acting on your behalf; in the performance of your ongoing operations for the additional insured(s) at the project(s) designated in the written contract.

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:

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 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.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

## **C. AUTOMATIC WAIVER OF SUBROGATION**

Item 8. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, is deleted and replaced with the following:

### **8. Transfer of Rights of Recovery Against Others to Us and Automatic Waiver of Subrogation.**

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If required by a written contract executed prior to loss, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of "your work" for that person or organization.

## **D. EXTENDED NOTICE OF CANCELLATION, NONRENEWAL**

Item **A.2.b.** of the **COMMON POLICY CONDITIONS**, is deleted and replaced with the following:

**A.2.b.** 60 days before the effective date of the cancellation if we cancel for any other reason.

Item 9. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, is deleted and replaced with the following:

### **9. WHEN WE DO NOT RENEW**

- a. If we choose to nonrenew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.
- b. If we do not give notice of our intent to nonrenew as prescribed in **a.** above, it is agreed that you may extend the period of this policy for a maximum additional sixty(60) days from its scheduled expiration date. Where not otherwise prohibited by law, the existing terms, conditions and rates will remain in effect during that extension period. It is further agreed that so long as it is not otherwise prohibited by law, this one time sixty day extension is the sole remedy and liquidated damages available to the insured as a result of our failure to give the notice as prescribed in **9. a.** above.

**E. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

Although we relied on your representations as to existing and past hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

**F. BROADENED MOBILE EQUIPMENT**

Item **12.b.** of **SECTION V - DEFINITIONS** , is deleted and replaced with the following:

**12.b.** Vehicles maintained for use solely on or next to premises, sites or locations you own, rent or occupy.

**G. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL COVERAGE**

**Exclusion 2e.** of **SECTION I, COVERAGE B** is deleted.

**H. NONEMPLOYMENT DISCRIMINATION**

Unless "personal and advertising injury" is excluded from this policy:

Item **14.** of **SECTION V - DEFINITIONS** , is amended to include:

"Personal and advertising injury" also means embarrassment or humiliation, mental or emotional distress, physical illness, physical impairment, loss of earning capacity or monetary loss, which is caused by "discrimination."

**SECTION V - DEFINITIONS** , is amended to include:

"Discrimination" means the unlawful treatment of individuals based on race, color, ethnic origin, age, gender or religion.

Item **2 Exclusions** of **SECTION I, COVERAGE B** , is amended to include:

"Personal and advertising injury" arising out of "discrimination" directly or indirectly related to the past employment, employment or prospective employment of any person or class of persons by any insured;

"Personal and advertising injury" arising out of "discrimination" by or at your, your agents or your "employees" direction or with your, your agents or your "employees" knowledge or consent;

"Personal and advertising injury" arising out of "discrimination" directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any dwelling, permanent lodging or premises by or at the direction of any insured; or

Fines, penalties, specific performance or injunctions levied or imposed by a governmental entity, or governmental code, law, or statute because of "discrimination."

**I. LIQUOR LIABILITY**

Exclusion 2.c. of SECTION I, COVERAGE A , is deleted.

**J. BROADENED CONDITIONS**

Items 2.a. and 2.b. of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS , are deleted and replaced with the following:

**2 Duties In The Event Of Occurrence, Offense, Claim Or Suit:**

a. You must see to it that we are notified of an "occurrence" or an offense which may result in a claim as soon as practicable after the "occurrence" has been reported to you, one of your officers or an "employee" designated to give notice to us. Notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Record the specifics of the claim or "suit" and the date received as soon as you, one of your officers, or an "employee" designated to record such information is notified of it; and
- (2) Notify us in writing as soon as practicable after you, one of your officers, your legal department or an "employee" you designate to give us such notice learns of the claims or "suit."

Item 2.e. is added to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS :

2.e. If you report an "occurrence" to your workers compensation insurer which develops into a liability claim for which coverage is provided by the Coverage Form, failure to report such "occurrence" to us at the time of "occurrence" shall not be deemed in violation of paragraphs 2.a., 2.b., and 2.c. However, you shall give written notice of this "occurrence" to us as soon as you are made aware of the fact that this "occurrence" may be a liability claim rather than a workers compensation claim.

**K. AUTOMATIC ADDITIONAL INSUREDS - EQUIPMENT LEASES**

SECTION II - WHO IS AN INSURED is amended to include any person or organization with whom you agree in a written equipment lease or rental agreement to name as an additional insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, at least in part, by your maintenance, operation, or use by you of the equipment leased to you by such person or organization, subject to the following additional exclusions.

The insurance provided to the additional insured does not apply to:

1. "Bodily injury" or "property damage" occurring after you cease leasing the equipment.
2. "Bodily injury" or "property damage" arising out of the sole negligence of the additional insured.
3. "Property damage" to:
  - a. Property owned, used or occupied by or rented to the additional insured; or
  - b. Property in the care, custody or control of the additional insured or over which the additional insured is for any purpose exercising physical control.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

#### **L. INSURED CONTRACT EXTENSION - RAILROAD PROPERTY AND CONSTRUCTION CONTRACTS**

Item 9. of **SECTION V - DEFINITIONS** , is deleted and replaced with the following.

9. "Insured Contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

#### **M. CONSTRUCTION PROJECT GENERAL AGGREGATE LIMITS**

This modifies **SECTION III - LIMITS OF INSURANCE**.

- A. For all sums which can be attributed only to ongoing operations at a single construction project for which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C** :

1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under **COVERAGE C** regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits."
  3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project.
  4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate Limit.
- B.** For all sums which cannot be attributed only to ongoing operations at a single construction project for which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C** :
1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Construction Project General Aggregate Limit.
- C.** Payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.
- D.** If a construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of **SECTION III - LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to be applicable.

**N. FELLOW EMPLOYEE COVERAGE**

**Exclusion 2.e. Employers Liability** of **SECTION I, COVERAGE A**, is deleted and replaced with the following:

**2.e.** "Bodily injury" to

(1) An "employee" of the insured arising out of and in the course of:

- (a) Employment by the insured; or
- (b) Performing duties related to the conduct of the insured's business; or

- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to:

- (1) Liability assumed by the insured under an "insured contract"; or
- (2) Liability arising from any action or omission of a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business.

Item **2.a. (1)(a)** of **SECTION II - WHO IS AN INSURED** , is deleted and replaced with the following:

- 2.a. (1)(a)** To you, to your partners or members (if you are a partnership or joint venture) or to your members (if you are a limited liability company), or to your "volunteer workers" while performing duties related to the conduct of your business.

#### **O. PROPERTY DAMAGE TO THE NAMED INSURED'S WORK**

**Exclusion I** of **SECTION I, COVERAGE A** is deleted and replaced with the following:

##### **I. Damage to Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products completed operation hazard."

This exclusion applies only to that portion of any loss in excess of \$50,000 per occurrence if the damaged work and the work out of which the damage arises was performed by you.

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

#### **P. CARE, CUSTODY OR CONTROL**

**Exclusion 2.j.4** of **SECTION I, COVERAGE A** is deleted and replaced with the following:

- 2.j.4** Personal property in the care, custody or control of the insured. However, for personal property in the care, custody or control of you or your "employees," this exclusion applies only to that portion of any loss in excess of \$25,000 per occurrence, subject to the following terms and conditions:
- (a) The most that we will pay under this provision as an annual aggregate is \$100,000, regardless of the number of occurrences.
  - (b) This provision does not apply to "employee" owned property or any property that is missing where there is not physical evidence to show what happened to the property.
  - (c) The aggregate limit for this coverage provision is part of the General Aggregate Limit and **SECTION III - LIMITS OF INSURANCE** is changed accordingly.
  - (d) In the event of damage to or destruction of property covered by this exception, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto, at actual cost to you, exclusive of prospective profit or overhead charges of any nature.

- (e) \$2,500 shall be deducted from the total amount of all sums you became obligated to pay as damages on account of damage to or destruction of all property of each person or organization, including the loss of use of that property, as a result of each "occurrence." Our limit of liability under the endorsement as being applicable to each "occurrence" shall be reduced by the amount of the deductible indicated above; however, our aggregate limit of liability under this provision shall not be reduced by the amount of such deductible. The conditions of the policy, including those with respect to duties in the event of "occurrence," claims or "suit" apply irrespective of the application of the deductible amount. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

**Q. ELECTRONIC DATA LIABILITY COVERAGE**

- 1. **Exclusion 2.p. Electronic Data of SECTION I, COVERAGE A,** is deleted and replaced with the following:
  - 2.p. Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.
- 2. The following definition is added to **SECTION V – DEFINITIONS:**

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- 3. For the purposes of this coverage, the definition of "property damage" in **SECTION V – DEFINITIONS** is replaced by the following:

"Property damage" means:

  - a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
  - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
  - c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

**R. CONSOLIDATED INSURANCE PROGRAM RESIDUAL LIABILITY COVERAGE**

With respect to "bodily injury", "property damage", or "personal and advertising injury" arising out of your ongoing operations; or operations included within the "products-completed operations hazard", the policy to which this coverage is attached shall apply as excess insurance over coverage available to "you" under a Consolidated Insurance Program (such as an Owner Controlled Insurance Program or Contractors Controlled Insurance Program).

Coverage afforded by this endorsement does not apply to any Consolidated Insurance Program involving a "residential project" or any deductible or insured retention, specified in the Consolidated Insurance Program.

The following is added to **Section V – Definitions**

“Residential project” means any project where 30% or more of the total square foot area of the structures on the project is used or is intended to be used for human residency. This includes but is not limited to single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments and appurtenant structures (including pools, hot tubs, detached garages, guest houses or any similar structures). A “residential project” does not include military owned housing, college/university owned housing or dormitories, long term care facilities, hotels, motels, hospitals or prisons.

All other terms, provisions, exclusions and limitations of this policy apply.

**S. AUTOMATIC ADDITIONAL INSUREDS - MANAGERS OR LESSORS OR PREMISES**

**SECTION II – WHO IS AN INSURED is amended to include:**

Any person or organization with whom you agree in a written contract or written agreement to name as an additional insured but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises, designated in the written contract or written agreement, that is leased to you and subject to the following additional exclusions:

This insurance does not apply to:

1. Any “occurrence” which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured listed in the written contract or written agreement.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

**T. AUTOMATIC ADDITIONAL INSUREDS – STATE OR GOVERNMENTAL AGENCY OR POLITICAL SUBDIVISIONS – PERMITS OR AUTHORIZATIONS**

**SECTION II – WHO IS AN INSURED** is amended to include any state or governmental agency or subdivision or political subdivision with whom you are required by written contract, ordinance, law or building code to name as an additional insured subject to the following provisions:

This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

1. “Bodily injury”, “property damage” or “personal and advertising injury” arising out of operations performed for the federal government, state or municipality; or
2. “Bodily injury” or “property damage” included within the “products-completed operations hazard”.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

**U. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – COMPLETED OPERATIONS**

**SECTION II – WHO IS AN INSURED** is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy for completed operations, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the project designated in the contract, performed for that additional insured and included in the "products-completed operations hazard".

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

#### **V. ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS**

**SECTION II – WHO IS AN INSURED** is amended to include as an additional insured any architect, engineer or surveyor who is required by written contract to be an additional insured on your policy, 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
2. The acts or omissions of those acting on your behalf; in the performance of your ongoing operations performed by you or on your behalf.

This includes such architect, engineer or surveyor, who may not be engaged by you, but is contractually required to be added as an additional insured to your policy.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET WAIVER OF TRANSFER OF RIGHTS OF  
RECOVERY AGAINST OTHERS TO US**

The **Transfer of Rights of Recovery Against Others to Us** Condition 16. of **SECTION V** is amended by the addition of the following:

If required by a written contract executed prior to loss, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of "your work" for that person or organization.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

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

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

**Schedule**

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED IS OPERATING UNDER A WRITTEN "INSURED CONTRACT" WHEN SUCH CONTRACT REQUIRES A WAIVER OF SUBROGATION.

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

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

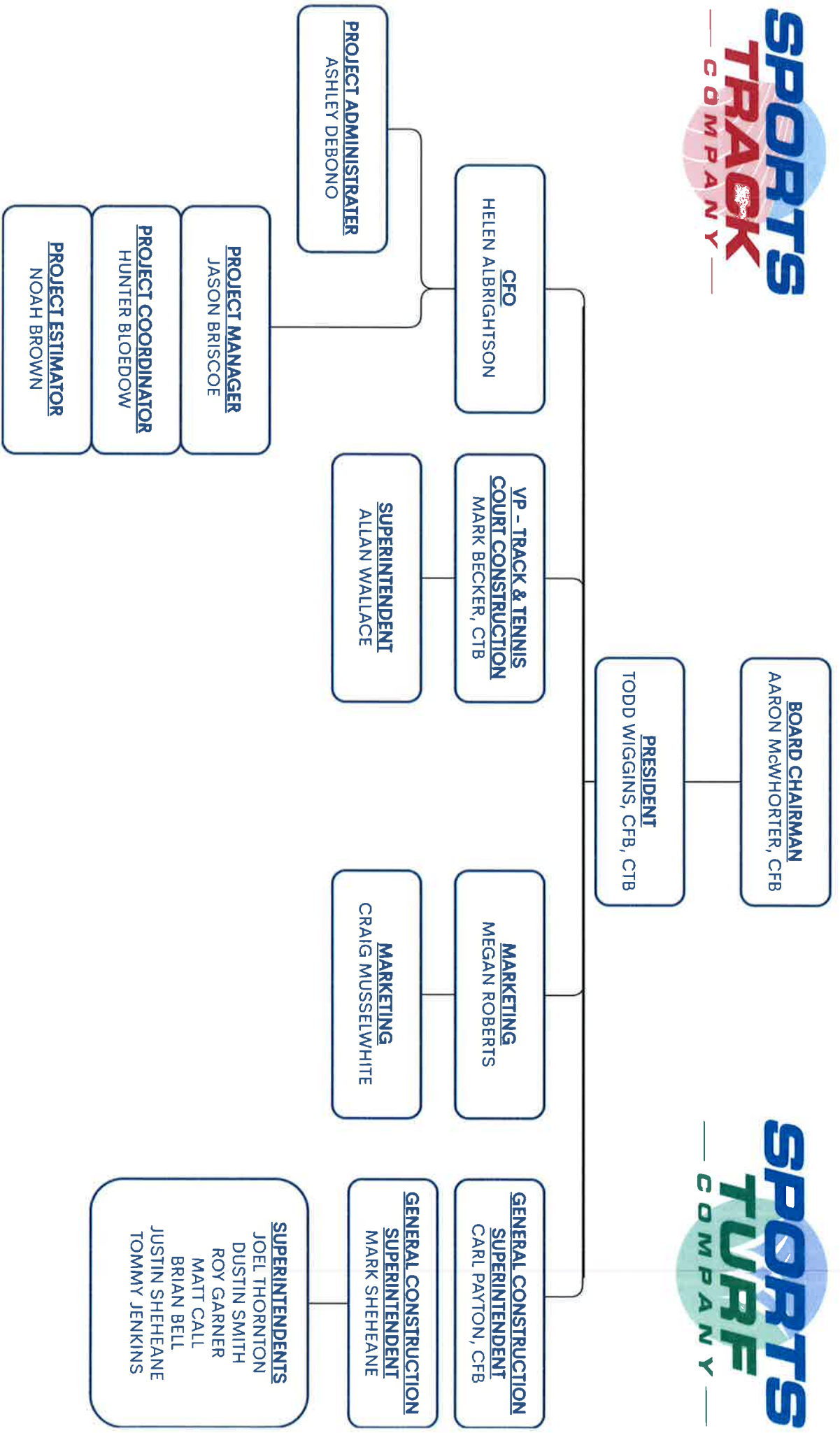
Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium

Insurance Company

Countersigned by \_\_\_\_\_



SINCE 1965  
**AstroTurf®**  
**WARRANTY**  
**CERTIFICATE**

This Document Certifies that the field(s) at:

**Project Name**

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is/are authentic AstroTurf® products, and therefore benefit from over a half century of research, product development, manufacturing expertise, and installation best practices. AstroTurf Corporation certifies that its product will perform as expected of the AstroTurf brand and in accordance with the warranty documentation included herewith.



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Philip Snider  
Chief Operating Officer

# AstroTurf<sup>SINCE 1965</sup> WARRANTY FAQS

## ***This is your Warranty!***

Hundreds of pages of documentation are required to purchase a turf field – everything from bid documents, geotechnical reports, surveys, renderings, contracts, purchase orders, roll layouts, and more.

*This Warranty is perhaps the most important document in the process.*

**This Warranty is AstroTurf Corporation's commitment to you.** It is our pledge to stand behind our product and installation for the next several years, provided you exercise good stewardship of your investment.

Because warranties can get bogged down in "legalese," we want to provide you a clear overview of this Warranty, your responsibilities as an Owner, and our own responsibilities. To that end, we've outlined some Frequently Asked Questions below:

### **? How long does my warranty last?**

This warranty will remain in effect for eight (8) years from the date of substantial completion.

During this timeperiod, we guarantee that your field will remain in good, playable condition, as you should expect with any genuine AstroTurf® surface.

### **? What does my warranty cover?**

We guarantee that we will repair or replace your field, as we deem necessary, in the unlikely event of:

- Excessive UV degradation
- Excessive fiber fading
- Seam ruptures
- G-Max readings above 165

We promise to be your partner and to help you make the most of your investment so that your athletes have a place to play for as long as possible.

### **? Is there anything that is NOT covered?**

Certain potential problems are not covered by this Warranty. These include:

- Normal wear and tear
- Damage caused by motor vehicles or other unapproved machinery
- Abuse or vandalism
- Acts of God
- Defects in the materials, workmanship, or performance of the subbase, or any problems with the turf caused by those defects

### **? Can anything void my warranty?**

Activities that MAY void your Warranty include:

- Failure to maintain your field in accordance with your maintenance manual (Remember to change the oil in your car too!)
- Failure to record your maintenance
- Failure to make payment for your field

### **? How can I record maintenance or make a warranty claim?**

We highly recommend that you create an account in the AstroTurf Owner's Box at [www.astroturf.com/ownersbox](http://www.astroturf.com/ownersbox) You can claim your field, record maintenance, request services like professional maintenance, or ask for warranty work.

Be sure to contact us as soon as you notice a problem via:

- The AstroTurf Owner's Box
- [maintenance@astroturf.com](mailto:maintenance@astroturf.com)
- Phone from 8:00 - 5:00 Monday through Friday at 866-951-TURF (8873)

### **? How can I prolong the life of my field?**

The importance of regular, dedicated, and methodical field maintenance cannot be overstated.

We also highly recommend periodic professional maintenance treatments by AstroTurf's Certified Technicians – especially for high use fields.

Consult your Owner's Manual for more information.



# AstroTurf<sup>SINCE 1965</sup> WARRANTY

## **Warranty on Synthetic Turf**

AstroTurf Corporation, ("AstroTurf") warrants the synthetic grass surface (the "Product") at \_\_\_\_\_ (the "Project") for a period of eight (8) years from the date of Substantial Completion of Product Installation against defects in materials and/or workmanship, including ultraviolet degradation, excessive fading, seam rupture or dislodgment. AstroTurf will repair or replace, as it deems necessary, those materials that exhibit such defects resulting from materials or workmanship, at no cost to the Owner.

AstroTurf also guarantees that the average G-Max level of its field will not exceed 165 for the duration of the warranty. If the average of the G-Max readings exceed 165 during the warranty period, AstroTurf will take whatever measures necessary, at no cost to the Owner, to return the G-Max scores to, or below, 165. The recommendations for proper maintenance of your AstroTurf surface, as outlined in our 'Owner's Manual and Guidelines' (attached hereto), shall be considered in determining neglect or proper maintenance of the synthetic grass surface and shall be considered an integral part of this warranty. The Owner is required to keep logs, manuals or other written documentation of all field maintenance completed on the referenced field, clearly showing dates, work completed and specific names of those performing the required maintenance procedures. Failure to perform scheduled maintenance, maintain the required documentation or failure to utilize properly trained maintainers may void this warranty.

This warranty, specifically, does not pertain to or obligate AstroTurf in any way regarding material applied or labor performed which was not under AstroTurf's control or which was supplied or performed by others who are not parties to the performance contract or this warranty. That is, AstroTurf will not warrant the performance or suitability of the sub-base, drainage system, and other items incorporated in the project as a whole. Assistance or recommendations provided to the Owner or his representatives or AstroTurf's approval of Owner's or his representatives' designs, plans or drawings in no way extend this warranty to materials or workmanship beyond those specifically supplied or controlled by AstroTurf.

AstroTurf does not warrant against normal wear and tear, as determined by an independent lab specializing in synthetic grass. AstroTurf also does not warrant against damage caused, directly or indirectly, by accident, improper use, negligence, abuse, neglect, vandalism, machinery, metal cleats or metal spiked shoes, animals, fire, flood, chemical reactions, static or dynamic loads exceeding AstroTurf specifications at the time of substantial completion of installation, the driving of motorized vehicles on the surface that exceed 2500 lbs., the driving of motorized vehicles under 2500 lbs at a speed of more than 5 miles per hour, improper or faulty subsurface preparation, failure of the subsurface after installation including settling of the surface, the use of dry cleaning fluids or improper cleaning methods, change in water table, exposure to light other than natural light or approved artificial light, or other acts of God.

AstroTurf's obligations under this warranty are restricted to the repair or, at its sole option, replacement of all or a portion of the affected parts covered by this warranty. The remedy of repair or replacement set forth in this warranty shall be the sole remedy and AstroTurf shall have no other obligations or liability in connection with any matter or thing, including without limitation, damages for personal injury or damages related to lost revenue, increased costs, downtime costs and all other indirect or consequential damages.

# AstroTurf<sup>®</sup> SINCE 1965 WARRANTY

## Warranty on Synthetic Turf

This warranty is expressly in lieu of all conditions and warranties expressed or implied in fact or in law or otherwise, including without limitation, any implied conditions or warranties as to merchantability or fitness for a particular purpose. No person or party is authorized to create any obligation or liability for AstroTurf other than the person authorized to execute this warranty for AstroTurf, and only the guarantee expressed herein shall apply.

The obligations of AstroTurf under the warranty are subject to full payment of all monies due to AstroTurf for materials and/or labor related to the above referenced Project. AstroTurf will handle all warranty claims promptly so long as the Owner's account is in good standing at the time of the claim. Furthermore, all claims by the Owner made under the foregoing warranty shall be invalid and null and void unless made in writing to AstroTurf within eight (8) years from the date of substantial completion of the Project and within thirty (30) days of the Owner learning of the cause giving rise to its claim. This warranty is not transferable and is made between the parties listed below.

**Date of Substantial Completion:** \_\_\_\_\_

**Issued to Owner:** \_\_\_\_\_

**Project Location:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Expiration Date:** \_\_\_\_\_

**Approved by AstroTurf Corporation:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Its: \_\_\_\_\_

Witness: \_\_\_\_\_ Date: \_\_\_\_\_





**Brock PowerBase YSR  
Limited Product and Performance  
Warranty**

**1. Limited Warranties.** Subject to the terms and conditions of this Limited Warranty, Brock International LLC ("Brock") warrants to the owner of the playing field(s) ("Owner") at which Brock PowerBase YSR panels ("Panels") have been installed that, for a period of twenty five (25) years from date of purchase (the "Warranty Period"), the Panels shall: (1) be comprised of an expanded polypropylene composite material with a minimum 43 grams per liter density; (2) be free from defects in materials and workmanship; (3) not materially degrade under normal use as an underlayment for artificial turf sports surfaces; (4) be part of a turf system that will not exceed a field average GMax of 120 G's when tested according to the ASTM 1936 Standard Specification using the F-355 A Missile with test conditions above 40° F with field free of any frost or contaminants, provided the original turf initially installed over the Panels has never been replaced (the "GMax Guarantee"); (5) be part of an artificial turf surface system that upon initial installation will not exceed a field average Head Injury Criterion result of 700 from a 1.3 meter drop height when tested according to the ASTM F355-16 standard using missile E. (6) be part of an artificial turf surface system that will not exceed a field average Head Injury Criterion result of 1000 from a 1.3 meter drop height when tested according to the ASTM F355-16 standard using missile E, with test conditions above 40° F and with field free of any frost or contaminants, provided the original turf initially installed over the Panels has never been replaced. The field average is defined as the overall average of the HIC results for the field test locations prescribed by the ASTM F1936 Standard Specification (The "HIC Guarantee"); (collectively, the "Limited Warranties").

**2. Warranty Claim Process.** In the event the Panels fail to comply with these Limited Warranties during the Warranty Period, Owner shall: (1) provide Brock written notice within thirty (30) days after it first discovery of the non-compliance; and (2) afford Brock an opportunity to inspect the Panels (in place as originally installed) prior to modifying or altering the Panels in any manner.

**3. Exclusions.** Notwithstanding any provision herein to the contrary, Brock does not warrant and shall not be responsible for, the Limited Warranties shall not cover, and Owner shall not be entitled to recover, (for breach of contract, tort, strict liability, or otherwise), any loss, liability, claim, damage, cost, expense, or defect (collectively, a "Claim") caused by, in whole or in part, or arising from any of the following: (1) any party's failure to install, use, and maintain the Panels strictly in accordance with Brock's Installation Standards and Manufacturer's Standards. (2) improper handling, use or protection of Panels, including, but not limited to, imposition of excessive static loads (in excess of 35 PSI for a period greater than 30 minutes) or dynamic loads (impact in excess of 106 PSI) or breaking or improper cutting of Panels; (3) improper or inadequate site preparation, including, without limitation, improper base material, grading, compaction, or material usage in perimeter drain collectors and other drain collectors; (4) improper or inadequate site drainage, including without limitation, lack of adequate drainage systems, gutters, channels, and water diversion mechanisms; (5) any permanent depression of the surface of the Panels which is less than 6 mm in depth; (6) any cause or event that is not reasonably foreseeable by Brock, including acts of God, extreme weather events, fires, floods, lightning, earthquakes, landslides, explosions, riots, wars, hurricane, sabotage, terrorism, vandalism, accident, restraint of government, governmental acts, and injunctions; (7) any condition related to the soil, base, earth, or subsurface upon which the Panels are installed, including without limitation, soil expansion, shifting, contraction, subsidence, compression, or erosion; (8) improper or inadequate selection, use, installation, maintenance, repair, or replacement of the field's artificial turf system, including any infill; (9) exposure of the Panels to sunlight or other source of Ultraviolet light for more than seven consecutive calendar days; or more than 21 cumulative days over the life of the Panels; (10) contamination of the infill with sand, dirt, or other substances; (11) As to the GMax Guarantee, failure to install and maintain the Panels with a minimum depth of 17mm (5/8") of infill in the turf system; (12) as to the HIC Guarantee, failure to install and maintain a minimum infill depth of 25.4mm (1") of infill; (13) As to the GMax and HIC Guarantees, any Claim occurring after the original turf that was initially installed after the panels has been replaced, except that prior to each turf/infill replacement during the warranty period, if the owner requests prior to turf/infill replacement in writing and allows for Brock to inspect the panels and approve the replacement turf /infill system, Brock may, at Brock's sole discretion, agree in writing to extend the Gmax and HIC guarantees for the replacement turf/infill life cycle but in any case no longer than the original warranty term, (collectively, the "Exclusions").

**4. Remedy.** As Owner's sole and exclusive remedy for any Claim relating to or arising from the Limited Warranties or Panels, and provided the Claim was not caused by or arising from any Exclusion, Brock shall deliver to the Owner and install new Panels to replace the non-conforming Panels. The installation shall include the temporary removal and repair or replacement of the artificial turf and infill over the affected area. Brock shall have discretion as to whether to repair or make replacement of the artificial turf and infill. If Owner decides to replace the entire surface for reasons other than a breach of Brock Warranty, Owner shall give Brock reasonable advance notice of replacement of the surface so that a Brock representative can be present at the time of the turf replacement to inspect Brock panels.

**5. Limitation of Liability. OWNER'S SOLE AND EXCLUSIVE REMEDY FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THE PURCHASE, USE, OR CONDITION OF ANY PANELS OR THIS LIMITED WARRANTY UNDER ANY LEGAL THEORY, INCLUDING WITHOUT LIMITATION, BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE (INCLUDING NEGLIGENT MISREPRESENTATION), OR STRICT LIABILITY, SHALL BE LIMITED TO THE REMEDIES PROVIDED IN SECTION 4 (REMEDY) OF THIS LIMITED WARRANTY. IN NO EVENT SHALL BROCK BE LIABLE FOR, AND OWNER HEREBY WAIVES ANY RIGHT TO RECOVER, ANY PUNITIVE, SPECIAL, CONSEQUENTIAL, OR INDIRECT LOSSES OR DAMAGES, ALL OF WHICH OWNER EXPRESSLY DISCLAIMS. BROCK'S TOTAL AGGREGATE LIABILITY TO OWNER FOR ANY AND ALL CLAIMS UNDER ANY LEGAL THEORY ARISING FROM OR RELATING TO THE PANELS, ANY ACTION OR INACTION OF BROCK, OR THIS LIMITED WARRANTY, SHALL NOT EXCEED THE TOTAL CONSIDERATION OWNER PAID FOR THE NON-CONFORMING PANELS.**

The foregoing Limitation of Liability shall not apply to any Claim caused by the grossly negligent or intentional acts or omissions of Brock. Owner and Brock (the "Parties") agree that: (1) this Limitation of Liability was the product of commercial negotiation, formed part of the basis of the sale contract for the Panels, factored into the pricing of the panels, and that Owner had an opportunity to review the same with its legal counsel; (2) in the event the Sole and Exclusive Remedy Fails of its essential purpose, they intend for the above disclaimer of punitive, special, consequential, and indirect losses or damages (the "Disclaimer") to survive and remain binding upon the Parties; and (3) the Disclaimer is independent of any other limitation of liability in this Limited Warranty and reflects a separate allocation of risk.

**6. Disclaimer of Warranties. THIS LIMITED WARRANTY AND ITS REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. BROCK DISCLAIMS ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS.**

**7. General Terms.** This Limited Warranty: (1) shall be governed, interpreted, and enforced solely under laws of the State of Colorado, irrespective of conflict of laws principles; (2) shall not be waived, altered, or modified except in a writing signed by the Parties; (3) supersedes and replaces entirely any previous representations, warranties, or promises made in relation to the Panels; and (4) may only be assigned by Brock in its sole discretion. Failure to enforce any provision of this Limited Warranty shall not constitute a waiver of any other provision.



# **BROCK** **FILL**

THE PERFORMANCE INFILL FOR ATHLETES

## **Limited Product & Performance Warranty**



**1. Limited Warranties.** Subject to the terms and conditions of this Limited Warranty, Brock USA LLC ("Brock") warrants to the owner of the playing field(s) ("Owner") at which BrockFill® ("Infill") has been installed that, for a period of ten (10) years from date of purchase (the "Warranty Period"), the BrockFill® material shall: (1) be comprised of virgin natural pine wood grown and manufactured in the USA; (2) Be free of pesticides and heavy metals, and processed in a way that destroys all mold, mildew, bacteria, insects and fungus and naturally inhibits the growth of new mold, mildew, bacteria, insects and fungus on the surface. (3) maintain a vertical drainage rate that exceeds that of the artificial turf when tested alone according to test method ASTM 1551. (4) Not materially degrade as an infill such that a maximum of 20% of the material will pass through a .5mm screen when tested according to BS EN 933-1:2012; (5) if used over PowerBase YSR be part of a turf system that will meet the critical fall heights and G-Max guarantee defined in the PowerBase YSR warranty, (collectively, the "Limited Warranties"), (6) if used over Series SP17 or SP20 be part of a turf system that will meet the G-Max guarantee defined in the Series SP warranty, (collectively, the "Limited Warranties").

If the Brock System including BrockFill® and a Brock Shock pad (PowerBase YSR or Shock pad series SP17 or SP20) is installed under artificial turf with a minimum pile height of 40mm (1.5") and complies with BrockFILL infill guidelines, Brock USA guarantees the field will meet One Turf Concept field average performance parameters for existing fields for Shock Absorption, Vertical Deformation, Head Injury Criteria, and Rotational Resistance (collectively the "Standard") at the time of installation. If the test measurements fall outside the Standard within 60 days of field completion, Brock hereby guarantees to bring the field into compliance including materials and labor required to do so.

**2. Warranty Claim Process.** In the event the Infill fails to comply with these Limited Warranties during the Warranty Period, Owner shall: (1) provide Brock written notice within thirty (30) days after its first discovery of the non-compliance; and (2) afford Brock an opportunity to inspect the Infill (in place as originally installed) prior to modifying or altering the Infill in any manner.

**3. Exclusions.** Notwithstanding any provision herein to the contrary, Brock does not warrant and shall not be responsible for, the Limited Warranties shall not cover, and Owner shall not be entitled to recover, (for breach of contract, tort, strict liability, or otherwise), any loss, liability, claim, damage, cost, expense, or defect (collectively, a "Claim") caused by, in whole or in part, or arising from any of the following: (1) any party's failure to install, use, and maintain the BrockFill® strictly in accordance with Brock's Installation Standards and Manufacturer's Standards. (2) improper handling, use or protection of BrockFill®, including, but not limited to, exposure to open flame or imposition of hazardous chemicals, (3) improper or inadequate site preparation, including, without limitation, improper base material, grading, compaction, or material usage in perimeter drain collectors and other drain collectors; (4) improper or inadequate site drainage, including without limitation, lack of adequate drainage systems, gutters, channels, and water diversion mechanisms; (5) any size degradation such that less than 20% of the original average particle size passes a .5mm screen, determined by sieve analysis according to BSEN 933-1:2012, (6) any cause or event that is not reasonably foreseeable by Brock, including acts of God, extreme weather events, fires, floods, lightning, earthquakes, landslides, explosions, riots, wars, hurricane, sabotage, terrorism, vandalism, accident, restraint of government, governmental acts, and injunctions; (7) any condition related to the soil, base, earth, or subsurface upon which the BrockFill® is installed, including without limitation, soil expansion, shifting, contraction, subsidence, compression, or erosion; (8) improper or inadequate selection, use, installation, maintenance, repair, or replacement of the field's artificial turf system. (9) contamination of the BrockFill® with, dirt, or other substances; (10) failure to install the BrockFill® according to Brock guidelines and maintain your field according to turf manufacturers instructions; (collectively, the "Exclusions").

**4. Remedy.** As Owner's sole and exclusive remedy for any Claim relating to or arising from the Limited Warranties for BrockFill®, and provided the Claim was not caused by or arising from any Exclusion, Brock shall deliver to the Owner new BrockFill® to replace the non-conforming BrockFill® at no charge and pay costs directly incurred for new BrockFill® installation. If Owner decides to replace the entire surface for reasons other than a breach of Brock Warranty, Owner shall give Brock reasonable advance notice of replacement of the surface so that a Brock representative has the option to be present at the time of the turf replacement to inspect BrockFill®.

**5. Limitation of Liability.** OWNER'S SOLE AND EXCLUSIVE REMEDY FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THE PURCHASE, USE, OR CONDITION OF ANY INFILL OR LIMITED WARRANTY UNDER ANY LEGAL THEORY, INCLUDING

WITHOUT LIMITATION, BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE (INCLUDING NEGLIGENT MISREPRESENTATION), OR STRICT LIABILITY, SHALL BE LIMITED TO THE REMEDIES PROVIDED IN SECTION 4 (REMEDY) OF THIS LIMITED WARRANTY. IN NO EVENT SHALL BROCK BE LIABLE FOR, AND OWNER HEREBY WAIVES ANY RIGHT TO RECOVER, ANY PUNITIVE, SPECIAL, CONSEQUENTIAL, OR INDIRECT LOSSES OR DAMAGES, ALL OF WHICH OWNER EXPRESSLY DISCLAIMS. BROCK'S TOTAL AGGREGATE LIABILITY TO OWNER FOR ANY AND ALL CLAIMS UNDER ANY LEGAL THEORY ARISING FROM OR RELATING TO THE BROCKFILL®, ANY ACTION OR INACTION OF BROCK, OR THIS LIMITED WARRANTY, SHALL NOT EXCEED THE TOTAL CONSIDERATION OWNER PAID FOR THE NON-CONFORMING BROCKFILL®.

The foregoing Limitation of Liability shall not apply to any Claim caused by the grossly negligent or intentional acts or omissions of Brock. Owner and Brock (the "Parties") agree that: (1) this Limitation of Liability was the product of commercial negotiation, formed part of the basis of the sale contract for BrockFill®, factored into the pricing of the BrockFill®, and that Owner had an opportunity to review the same with its legal counsel; (2) in the event the Sole and Exclusive Remedy Fails of its essential purpose, they intend for the above disclaimer of punitive, special, consequential, and indirect losses or damages (the "Disclaimer") to survive and remain binding upon the Parties; and (3) the Disclaimer is independent of any other limitation of liability in this Limited Warranty and reflects a separate allocation of risk.

**6. Disclaimer of Warranties.** THIS LIMITED WARRANTY AND ITS REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. BROCK DISCLAIMS ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS.

**7. General Terms. This Limited Warranty:** (1) shall be governed, interpreted, and enforced solely under laws of the State of Colorado, irrespective of conflict of laws principles; (2) shall not be waived, altered, or modified except in writing signed by the Parties; (3) supersedes and replaces entirely any previous representations, warranties, or promises made in relation to the BrockFill®; and (4) may only be assigned by Brock in its sole discretion. Failure to enforce any provision of this Limited Warranty shall not constitute a waiver of any other provision.