



Hart Asphalt, Inc  
 3420 Liberty Avenue  
 Vermilion, OH 44089  
 440-963-7082  
 hartblacktop@yahoo.com

Date: Thursday, May 18, 2023

Proposal # 2023-0155

**Submitted To:**

Dan Bauer  
 Maintenance Systems of Northern Ohio  
 P.O. Box 1203  
 Elyria, OH 44035

**Contact Information:**

Phone: (440) 323-1291  
 Mobile: (419) 656-6418  
 E-mail: dbauer@msnoh.com

**Site Description:** # S121920

Durling Middle School ←  
 100 N Ridge Rd  
 Lorain, OH 44052

**Site Contact:**

Site Phone:  
 Site Email:

**Prepared By:**

Mark Mittler  
 Mobile: 440-343-0482  
 E-mail: hartblacktop@yahoo.com

**Project Manager:**

Mark Mittler  
 Mobile: 440-343-0482  
 Email: hartblacktop@yahoo.com

Qty	Proposed Service(s) & Description(s)	Depth
	<p>✓ Clearview Exit Drive Approx 400x24 9600 SF</p> <p>-Mill and remove up to 4.5" existing asphalt</p> <p>-Subgrade to be prepped for new asphalt and finished to grade and compacted using existing stone</p> <p>-3" 301 base course asphalt</p> <p>-1.5" 448 top course asphalt</p> <p><i>Exclusions:</i></p> <p>-Existing asphalt thickness is unknown. Additional milling over and above 4.5" will be at an additional cost.</p> <p>-Testing will be at an additional cost and done by others</p> <p>-Base repairs or any additional stone required will be at an additional cost.</p> <p>-Permits</p>	\$45,792.00
	<p>✓ Durling Dumpster Roadway Approx 400x20 + 800 SF. 8800 SF.</p> <p>-Mill and remove up to 4.5" existing asphalt</p> <p>-Subgrade to be prepped for new asphalt and finished to grade and compacted using existing stone</p> <p>-3" 301 base course asphalt</p> <p>-1.5" 448 top course asphalt</p> <p><i>Exclusions:</i></p> <p>-Existing asphalt thickness is unknown. Additional milling over and above 4.5" will be at an additional cost.</p> <p>-Testing will be at an additional cost and done by others</p> <p>-Base repairs or any additional stone required will be at an additional cost.</p> <p>-Permits</p>	\$43,900.00



PAYMENT TERMS 30% Down, Balance Upon Completion

Project Total: **\$89,692.00**

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This proposal may be withdrawn at our option if not accepted within 30 days of May 18, 2023

Sales Consultant Mark Mittler

Client's Authorized Signature

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Hart Asphalt, Inc  
 3420 Liberty Avenue  
 Vermilion, OH 44089  
 440-963-7082  
 hartblacktop@yahoo.com

Date: Wednesday, May 31, 2023

Proposal # 2023-0206

**Submitted To:**  
 Dan Bauer  
 Maintenance Systems of Northern Ohio  
 P.O. Box 1203  
 Elyria, OH 44035  
**Contact Information:**  
 Phone: (440) 323-1291  
 Mobile: (419) 656-6418  
 E-mail: dbauer@msnoh.com

**Site Description:** # S121920  
 Durling Middle School ←  
 100 N Ridge Rd  
 Lorain, OH 44052

Site Contact:  
 Site Phone:  
 Site Email:

**Prepared By:**  
 Mark Mittler  
 Mobile: 440-343-0482  
 E-mail: hartblacktop@yahoo.com

**Project Manager:**  
 Mark Mittler  
 Mobile: 440-343-0482  
 Email: hartblacktop@yahoo.com

Qty	Proposed Service(s) & Description(s)	Depth
✓	Extend Parking Lot at Durling as Shown Approx 2525 SF -Locate utilities -Set grade -Excavate and haul from site approx 12" of material -Grade and compact base -Place and compact 8" #304 recycled stone -Place and compact asphalt in 2 courses -2.5" 301 base -1.5" 448 type 1 top -Blackout existing parking lines -Hot band joints -Restripe  Exclusions: -Backfill and landscape -Parking blocks (add \$75.00 ea. if required)	\$24,500.00

PAYMENT TERMS 30% Down, Balance Upon Completion

Project Total: \$24,500.00

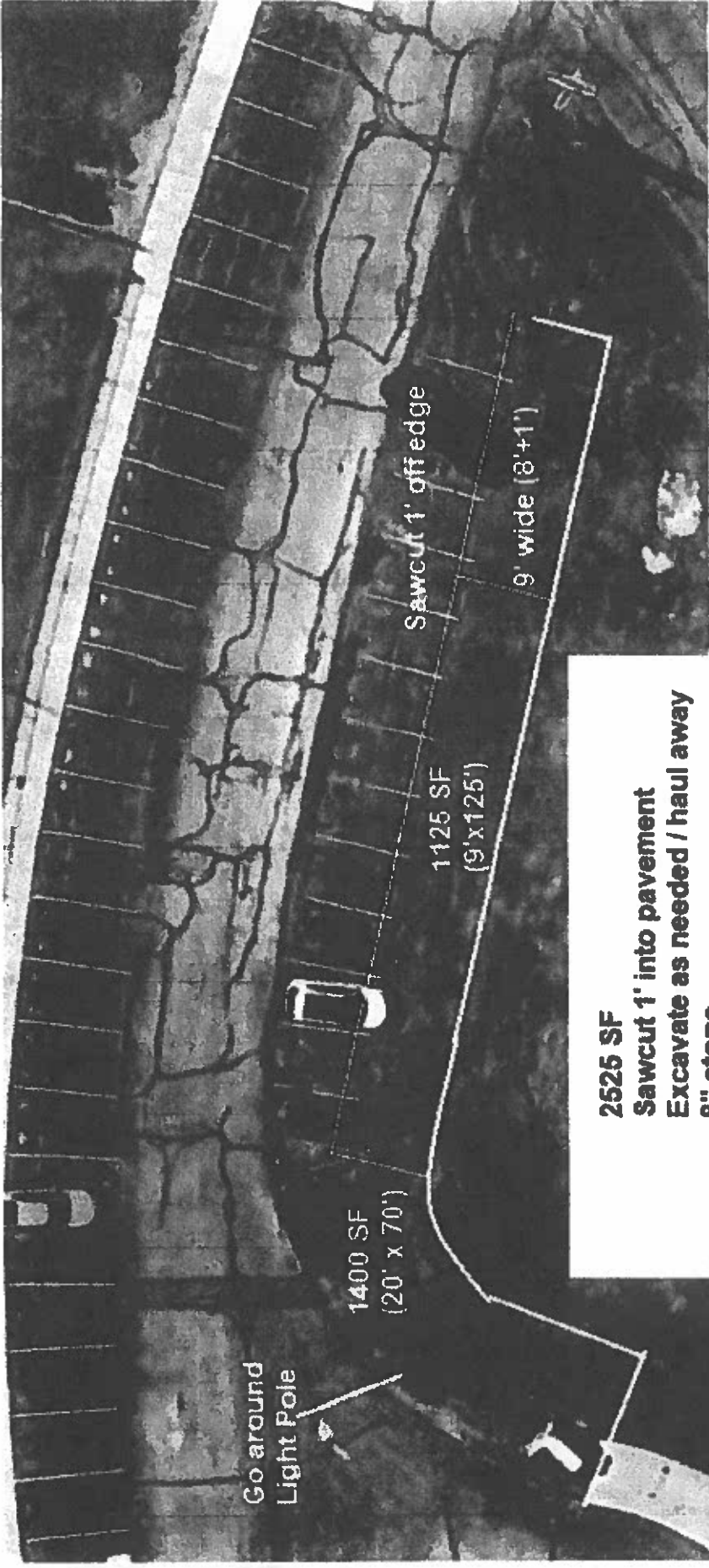
This proposal may be withdrawn at our option if not accepted within 30 days of May 31, 2023

Sales Consultant Mark Mittler

Client's Authorized Signature

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Dans Copy



Go around  
Light Pole

1400 SF  
(20' x 70')

1125 SF  
(9' x 125')

Sawcut 1' off edge

9' wide (8'+1')

**2525 SF**  
**Sawcut 1' into pavement**  
**Excavate as needed / haul away**  
**8" stone**  
**2.0" base asphalt**  
**1.5" surface asphalt**  
**seal pave edge**

**Durling Middle School**  
**Dan Bauer**





Hart Asphalt, Inc  
 3420 Liberty Avenue  
 Vermilion, OH 44089  
 440-963-7082  
 hartblacktop@yahoo.com

Date: Tuesday, May 23, 2023

Proposal # 2023-0160

<p><b>Submitted To:</b>          Dan Bauer          Maintenance Systems of Northern Ohio          P.O. Box 1203          Elyria, OH 44035</p> <p><b>Contact Information:</b>          Phone: (440) 323-1291          Mobile: (419) 656-6418          E-mail: dbauer@msnoh.com</p>	<p><b>Site Description:</b> # S121926          Vincent Elementary ←          2303 N Ridge Rd.          Lorain, OH 44055</p> <p>Site Contact:          Site Phone:          Site Email:</p>	<p><b>Prepared By:</b>          Mark Mittler          Mobile: 440-343-0482          E-mail: hartblacktop@yahoo.com</p> <p><b>Project Manager:</b>          Mark Mittler          Mobile: 440-343-0482          Email: hartblacktop@yahoo.com</p>
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Qty	Proposed Service(s) & Description(s)	Depth	
✓ 5,884 Sq. Ft.	Fleming St. Asphalt Parking Lot -Excavation and removal of spoils -Subgrade to be prepped for new asphalt and finished to grade and compacted using existing stone -2.5" 301 base course asphalt -1.5" 448 top course asphalt -Hot band edges -re paint curb	4"	\$26,500.00
✓ 36,598 Sq. Ft.	West Side Main Asphalt Parking Lot Overlay -Mill butt joints at existing concrete, roadways, and catch basins -Mill a section 330' x 4' and install 3-4" of base asphalt -Properly dispose of all millings and debris -Mechanically broom loose debris -Tack coat to be applied on existing asphalt (Tack coat is an application of asphalt emulsion on top of existing layer designed to create a strong bond between) -2" 448 top course asphalt -Paved in 2 courses (.5" leveling course and 1.5" Surface wear course) -Layout and stripe by others		\$65,900.00
	Area "B" option		\$1,000.00

PAYMENT TERMS 30% Down, Balance Upon Completion

Project Total: **\$93,400.00**

This proposal may be withdrawn at our option if not accepted within 30 days of May 23, 2023

Sales Consultant Mark Mittler

Client's Authorized Signature

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# Terms and Conditions

### Asphalt Guarantee

Fully covering labor, and materials against breakup for a period of 1 year(s). Any request made to "Hart Asphalt, Inc." by the owner, general contractor or their respective authorized supervisory employees to overlook the standard practices and procedures previously stated in these conditions will automatically negate any guarantee of material or workmanship whether such guarantee is written, implied or orally stated. Guarantee does not cover markings from sharp pointed objects, power steering created tire marks, or drippings from solvents and gas. Guarantee does not cover heaving of asphalt, subgrade failure, settling or expansion cracks due to freeze thaw weather cycle or tree roots. Asphalt is a machine laid surface which has seams that are sometimes noticeable. The surface texture of hand laid areas may not be uniform to machine laid areas, due to hand raking. "Hart Asphalt, Inc." shall not be liable for water ponding or retention in surrounding areas of patching due to current grades or construction method chosen. Guarantee does not cover damage caused by acts of third parties.

### Sealcoat Guarantee

"Hart Asphalt, Inc." will guarantee sealers (Asphalt emulsions and Blended sealers) from chipping and peeling for a period of 1 year. The guarantee does not include wearing of sealer and adherence of sealer to oil spots, hydraulic spots and tree sap. Guarantee does not cover damage caused by acts of third parties.

**Terms:** Terms are as stated above. If payment is not made in accordance with the above terms, the customer agrees to pay any collection, legal fees and interest for any unpaid balances. Interest will accrue at a rate of 2% per month from the date of completion. Terms of guarantee are contingent upon receipt of final payment.

PRICE is based on specifications and estimates as shown on the "Proposal & Agreement". Field measurements may be made when the job is completed and any changes of specifications, areas, tonnage, or gallonages will correspondingly change the completed price. On mobilization charge is included in price, unless stated on the "Proposal & Agreement". Additional mobilization charges will be at the rate set forth in agreed upon change order which is made part and parcel of these conditions and "Proposal & Agreement".

ADDITIONAL CHARGES may become necessary if permit(s), extra equipment time, extra materials, or extra labor would become necessary to complete this job, if subgrade is not up to acceptable specifications or requirements or if extra services and/or materials are requested in writing by the owner or general contractor of their respective authorized supervisory employees. "Hart Asphalt, Inc." shall not be held liable for damage to surrounding areas of driveway or parking lot due to poor subgrade, moisture, or other unforeseen circumstance. Additional charges would be in accordance with the agreed upon change order which is made part and parcel of these conditions and "Proposal & Agreement". "Hart Asphalt, Inc." reserves the right to refuse additional equipment time, extra materials or extra labor if it would interfere with advanced scheduling with other customers with whom previous commitments had already been extended.

**Conditions:** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are contracted to do the work as specified and the stated payment terms are acceptable. All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner in accordance to standard construction practices. Any deviation from this proposal or extra work will be executed only upon owner or owners agent orders and may become an extra charge over and above this agreement. All agreements are contingent upon delays beyond our control. Property owner to carry fire, tornado and any other necessary insurance. We do not guarantee against pavement cracking from weather cycles and water ponding or retention due to pre-existing grade conditions. We cannot guarantee drainage or against water ponding on new asphalt without adequate slope. In flat areas water will not drain unless there is more than 1-1/2" of fall per 10 feet. "Hart Asphalt, Inc." shall not be liable for damage to adjoining concrete flat work by asphalt installation equipment during standard construction procedures. Proposal excludes the following unless otherwise stated in the proposal: Permits, Excavation, Staking, Material Testing, Sod Restoration & Landscaping, Manhole/Catch Basin/Gate Valve Adjustments or Repairs, Vegetation Removal, SAC/WAC Charges, Dewatering. You authorize Hart Asphalt, Inc. to perform a credit investigation and/or obtain credit reports from credit reporting agencies.

**Notice Of Lien:** Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.

Customer Initial \_\_\_\_\_ Date \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/8/2023

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

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

<b>PRODUCER</b> Botson Insurance Group, Inc. 36480 Detroit Road Avon OH 44011	<b>CONTACT NAME:</b> Lesli Smith <b>PHONE (AC, No, Ext):</b> 440-934-1803 <b>FAX (AC, No):</b> 440-934-0379 <b>E-MAIL ADDRESS:</b> certificates@botsoninsurancegroup.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b> Hart Asphalt, Inc. 3420 Liberty Avenue Vermilion OH 44089	<b>INSURER A:</b> Grange Mutual Cas Co <b>NAIC #:</b> 14080
	<b>INSURER B:</b>
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

**COVERAGES**

CERTIFICATE NUMBER: 1515347991


REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	CPP2867388	12/9/2022	12/9/2023	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 - COMPROP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		CA2867390	12/9/2022	12/9/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		CUP0431738	12/9/2022	12/9/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	CPP2867388	12/9/2022	12/9/2023	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER Ohio Stop Gap E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Hired Car Physical Damage		CA2867390	12/9/2022	12/9/2023	Comp/Col Ded \$500 75,000
A	Leased and Rented Equipment		CPP0431738	12/9/2022	12/9/2023	\$1,000 Deductible 205,000

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

**CERTIFICATE HOLDER****CANCELLATION**

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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**Ohio**

**Bureau of Workers' Compensation**

30 W. Spring St.  
Columbus, OH 43215

**Certificate of Ohio Workers' Compensation**

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit [www.bwc.ohio.gov](http://www.bwc.ohio.gov), or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer  
00909977

HART ASPHALT, INC  
P O BOX 0015  
OBERLIN OH 44074

[www.bwc.ohio.gov](http://www.bwc.ohio.gov)  
Issued by: BWC



Period Specified Below  
07/01/2022 to 07/01/2023

*Stephanie McCloud*

Administrator/CEO

You can reproduce this certificate as needed.

**Ohio Bureau of Workers' Compensation**

**Required Posting**

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.

**Ohio**

**Bureau of Workers' Compensation**

You must post this language with the Certificate of Ohio Workers' Compensation

DP-29 BWC-1629 (Rev. Jan. 10, 2019)

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02/24/2013 02:08 FAX 4407744108