## AGREEMENT FOR MAINTENANCE SERVICES

THIS AGREEMENT FOR MAINTENANCE SERVICES is made and effective as of the 3rd day of February 2021, by and between the CITY OF BEAUMONT ("CITY") whose address is 550 E. 6<sup>th</sup> Street, Beaumont, California 92223 and 4 Seasons Roofing, Inc. whose address is 1300 West Colegrove Avenue, Montebello, CA 90640, State of California Contractor License No. 857018 ("CONTRACTOR").

#### **RECITALS**

- A. CONTRACTOR submitted a proposal ("Proposal") in response to a request from the CITY to provide certain services, which Proposal is attached hereto as **Exhibit** "**A**" and made a part hereof by this reference; and
- B. CITY desires to engage CONTRACTOR to provide the services provided for in the Proposal; and

#### **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, CITY and CONTRACTOR agree as follows:

- 1. <u>Term of Agreement</u>. This Agreement is effective as of the date first above written and shall continue until completion of the services ("Services") provided for in the Proposal. Contractor shall commence the Services on or before February 13, 2021 and shall complete the Services no later than March 15, 2021. Notwithstanding the forgoing, City may terminate this Agreement upon written notice to Contractor, provided it pays Contractor for all services provide prior to termination.
- 2. <u>Associates and Subcontractors</u>. CONTRACTOR may, at CONTRACTOR's sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the written consent of CITY.

## 3. Compensation.

3.01 CONTRACTOR shall be paid at the rates set forth in the Proposal. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by CITY to CONTRACTOR for the completion of the Services under this Agreement shall not exceed fortynine thousand, eight-hundred dollars (\$49,800).

#### 4. Obligations of CONTRACTOR.

4.01 In the event that the terms of the Proposal shall conflict with the terms of this Agreement, or contain additional terms other than the Services to be rendered and the price for the Services, the terms of this Agreement shall govern and said additional or conflicting terms

shall be of no force or effect.

- 4.02 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend and hold harmless CITY for any claims, costs, losses, fees, penalties, interest, or damages suffered by CITY resulting from CONTRACTOR's failure to comply with this provision.
- 4.03 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.
- 4.04 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.
- 4.05 CONTRACTOR shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder.
- 5. <u>Insurance</u>. CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Attached hereto as **Exhibit** "B" are copies of Certificates of Insurance and endorsements as required by Section 6.02. Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:
- 5.01 Contractor shall comply with all applicable laws and regulations relating to prevailing wages. Wage rates for this Project shall be in accordance with the "General Wage Determination Made by the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1", for Riverside County.
- 5.02 Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; CONTRACTOR agrees to have its insurer endorse the general liability coverage required herein to include as additional insured's CITY, its officials, employees and agents. CONTRACTOR also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.
- 5.03 Business Auto Coverage in an amount no less than \$1 million per accident. If CONTRACTOR or CONTRACTOR's employees will use personal autos in performance of the

Services hereunder, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.

5.04 Workers' Compensation coverage for any of CONTRACTOR's employees that will be providing any Services hereunder. CONTRACTOR will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any workers' compensation will not limit the obligations of CONTRACTOR under this Agreement. CONTRACTOR expressly agrees not to use any statutory immunity defenses under such laws with respect to CITY, its employees, officials and agents.

# 6. General Conditions Pertaining to Insurance Coverage

- 6.01 No liability insurance coverage provided shall prohibit CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR waives all rights of subrogation against CITY regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do likewise.
- 6.02. Prior to beginning the Services under this Agreement, CONTRACTOR shall furnish CITY with certificates of insurance, endorsements, and upon request, complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.
- 6.03. All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of "A:VII"). The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to CITY.
- 6.04 Self-insurance does not comply with these insurance specifications. CONTRACTOR acknowledges and agrees that that all insurance coverage required to be provided by CONTRACTOR or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to CITY.

#### 7. Indemnification.

7.01 CONTRACTOR and CITY agree that CITY, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to CITY. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect CITY as set forth herein.

- a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by CITY, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of CITY. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by CITY.
- b. Without affecting the rights of CITY under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless CITY as set forth above for liability attributable solely to the fault of CITY, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

## 8. Status of CONTRACTOR.

- 8.01 CONTRACTOR shall perform the Services in CONTRACTOR's own way as an independent contractor, and in pursuit of CONTRACTOR's independent calling, and not as an employee of CITY. However, CONTRACTOR shall regularly confer with CITY's City Manager as provided for in this Agreement.
- 8.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to CITY's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPers, medical insurance, sick leave, or any other employment benefit. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.
- 8.03 CONTRACTOR hereby specifically represents and warrants to CITY that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of CITY and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the CITY is located. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

#### 9. Miscellaneous Provisions.

9.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for CITY and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties. The Recitals to this Agreement are hereby incorporated herein by this reference.9.02

CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of CITY. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- 9.03 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.
- 9.04 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.
- 9.05 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.
- 9.06 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the CITY in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by CITY. The CITY, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the CITY with respect to the proposal and award process of this Agreement or any CITY contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any CITY contract has been awarded. CONTRACTOR shall immediately report any attempt by any CITY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above-written.

[signatures on following page]

CITY:	CONTRACTOR:
CITY OF BEAUMONT	
Ву:	By:
Todd Parton, City Manager  Date:	Print Name:  Title:  Date:

# EXHIBIT "A"

# PROPOSAL (insert behind this page)

## **BID SCHEDULE**

# Re-Roof/Roof Repair Project - Fire Department

Item No.	Item Description	Únit	Quantity	Unit = Price	Cost
1	Base Bid for all labor and materials for a seamless fluid applied composite roofing system (4,612 Sq. Ft)	LS	1	\$49,800.00	\$ 49,800.00
2	Plywood replacement as needed	Single Sheet	1	\$387.86	
3	Roof Drain Replacement ( no plumbing)	Per Unit	1	\$ 3,130.00	
e				Total	\$ 49,800.00

# TOTAL BID PRICE (BASED ON BID SCHEDULE TOTAL OF UNIT PRICES):

\$ \_\_\_\_\_ 49,800.00

Total Bid Price in Numbers

FOURTY-NINE THOUSAND EIGHT HUNDRED USD

Total Bid Price in Written Form



Anibal Cabral

Tel: (323) 726-9615 Fex: (323) 726-9671 facesonarng@aol.com

1300 W Colegrave Ave. Montebello, CA 80640

Fully Insured and Bondable Ltc.#857018

# Scope of Work

# City of Beaumont Re-Roof/Roof Repair Project

Mandatory Job Walk
Thursday, December 17<sup>th</sup>
7:30am
Meet in parking lot of Beaumont Police Department

Project No. 1 Beaumont Police Department 660 Orange Avenue

Year built – 1989 Approximate area (SF) – 10,780 Roof type – Built-up membrane, clay tile, and metal panels Condition – Good

Project No. 2 Fire Station 66 560 Maple Avenue

Year built – 1965 Approximate area (SF) – 6,425 Roof type - Built-up membrane Condition – Poor

\*

Additional requirements:

All bidders must hold a minimum valid C-39 State license and be bonded and insured

This is a prevailing wage project

Provide the City with a 20-year warranty

All necessary building permits and inspections required by the City of Beaumont Building Department

Contractors may bid on one or both projects

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# Bid RFQ #2020-20 - Re-Roof/Roof Repair Project - Police Department and Fire Department

Bid Type RFQ

Bid Number 2020-20

Title Re-Roof/Roof Repair Project -Police Department and Fire

Department

Start Date Dec 11, 2020 4:11:23 PM PST

End Date Jan 19, 2021 11:00:00 AM PST

Agency City of Beaumont

Bid Contact Elizabeth Gibbs

(951) 769-8521 egibbs@beaumontca.gov

550 East 6th Street Building D

Beaumont, CA 92223

Questions

2 Questions 2 New Questions, and

2 New Answers [View Questions]

Awarding Details

[Final Award Tabulation]

1. Addendum

Dec 14, 2020 3:12:36 PM PST



#### 2. Addendum

Dec 14, 2020 3:16:46 PM PST



### 3. Addendum

Dec 21, 2020 2:11:43 PM PST



#### 4. Addendum

Jan 6, 2021 4:21:43 PM PST



#### Description

The City of Beaumont invites interested bidders to submit a sealed bid to re-roof and roof repair of the following city facilities:

Project No. 1

Beaumont Police Department

660 Orange Avenue

Year built - 1989

Approximate area (SF) - 10,780

Roof type - Built-up membrane, clay tile, and metal panels

Condition - Good

Project No. 2

Fire Station 66

560 Maple Avenue

Year built - 1965

Approximate area (SF) - 6,425

Roof type - Built-up membrane

Condition - Poor

Additional requirements:

All bidders must hold a minimum valid C-39 State license and be bonded and insured

This is a prevailing wage project

Provide the City with a 20-year warranty

All necessary building permits and inspections required by the City of Beaumont Building Department

Roofing materials and installation must meet or exceed the requirements of the California Building, Fire and Energy Codes

Contractors may bid on one or both projects

#### **Delivery Information**

Sealed bids will be accepted no later than January 19, 2021 at 11:00 am and should be delivered to:

City of Beaumont Re-roof/Roof Repair Project 2020-20 Beaumont Civic Center 550 East 6th Street

Beaumont, CA 92223

ATTN: Elizabeth Gibbs, Community Services Director

Facsimiles will not be accepted for any reason.

## **Pre-Bid Conference**

Date Dec 17, 2020 7:30:00 AM PST

Location 660 Orange Avenue, Beaumont, CA 92223

Notes A MANDATORY job walk will be conducted on December 17th at 7:30am. Interested bidders should meet in the parking lot of the Beaumont Police Department.



Vendor attendance is required

# **Documents**

Name Acceptance Required

Scope of Work for Roof Projects (1).pdf

Nο

[Download]

Fire Station Roof Project - Addendum 3.pdf

Yes

[Download]

Addendum No. 4.pdf

No

[Download]

Customer Support: vendorsupport@publicpurchase.com | Copyright 1999-2021 © | The Public Group, LLC. All rights reserved.



# Addendum #3

December 18, 2020

# Re-Roof/Roof Repair Project – Police Department and Fire Department RFP #2020-20

TO: ALL RESPONDENTS

This Addendum forms a part of the Contract Documents for the above-identified project and modifies the original Plans, Specifications, Contract Documents and any prior addenda, as noted below. Portions of the Contract, not specifically mentioned by the Addendum, remain in force. All trades affected shall be fully advised of these changes, deletions, and additions.

## Part I

# Project No. 1 - Police Department

This project is removed from the bidding process in its entirety. The only project to be included in this bid will be Project No. 2 – Fire Station 66.

### Part II

## **Bid Closure Extension**

The bid closure date has been extended to Tuesday, January 19, 2021 at 11:00 am.

#### Part III

# **Delivery Information**

Sealed bids will be accepted no later than Tuesday, January 19, 2021 at 11:00 am and should be delivered to:

City of Beaumont Re-roof/Roof Repair Project 2020-20 550 East 6<sup>th</sup> Street Beaumont, CA 92223 ATTN: Elizabeth Gibbs, Community Services Director

Facsimiles will not be accepted for any reason.

## Part IV

A bid spec sheet and scope of work will be sent out as an addendum no later than Tuesday, January 5, 2021. All questions will be due by Friday, January 8, 2021. Responses to questions will be sent out as an addendum by Tuesday, January 12, 2021.

## Part V

The City of Beaumont will require a seamless fluid applied composite roofing system or equally comparable for Project No. 2 – Fire Station 66.

## Part VI

A sample "Agreement for Maintenance Services" has been uploaded as a separate document to this bid on publicpurchase.com. All bidders are encouraged to review the terms of the agreement prior to submitting a bid. This agreement is non-negotiable.

## **Part VII**

All bidders are **REQUIRED** to acknowledge receipt of this addendum in the submitted Bidder's Proposal.



# Addendum #4

January 6, 2021

# Re-Roof/Roof Repair Project – Police Department and Fire Department RFP #2020-20

TO: ALL RESPONDENTS

This Addendum forms a part of the Contract Documents for the above-identified project and modifies the original Plans, Specifications, Contract Documents and any prior addenda, as noted below. Portions of the Contract, not specifically mentioned by the Addendum, remain in force. All trades affected shall be fully advised of these changes, deletions, and additions.

## Part I

## **Bid Schedule**

A bid schedule has been attached to this addendum and is also uploaded as an attachment to the bid on PublicPurchase.com. The bid schedule is REQUIRED to be submitted with your bid packet.

## Part II

#### **Detail Sheets**

Detail sheets are attached to this addendum and are also uploaded as an attachment to the bid on PublicPurchase.com.

#### Part III

# Fluid Applied Spec Sheets

Fluid applied spec sheets are attached to this addendum and are also uploaded as an attachment to the bid on PublicPurchase.com.

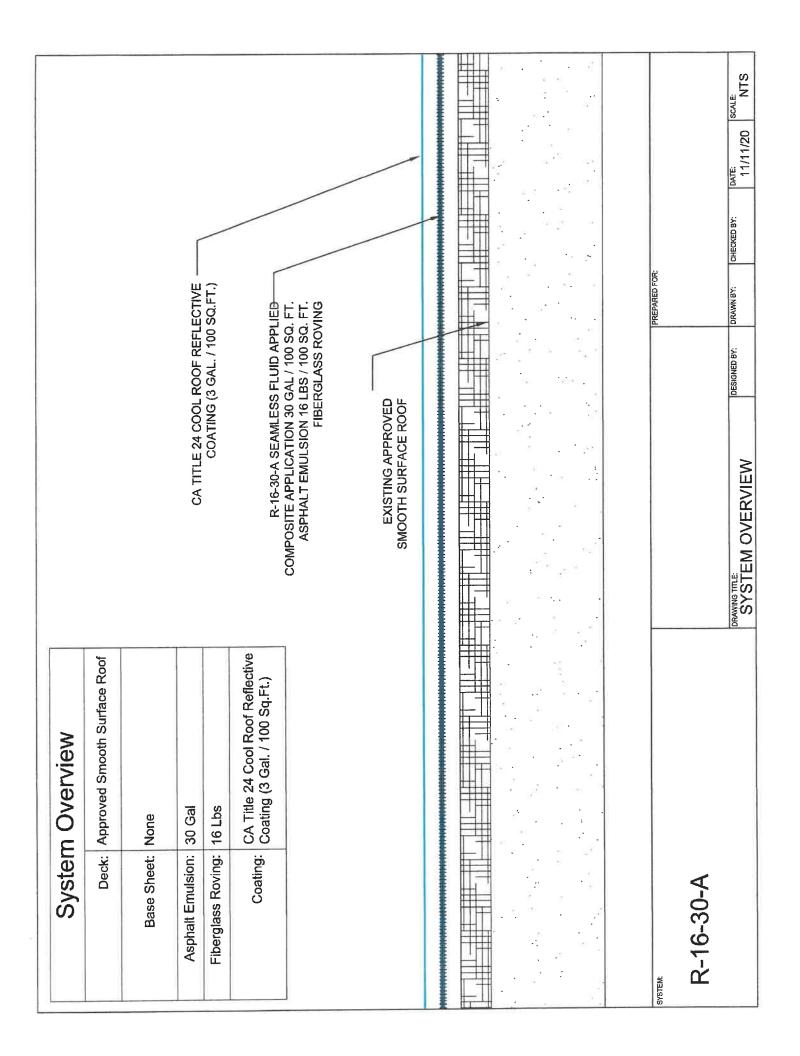
All bidders are **REQUIRED** to acknowledge receipt of this addendum in the submitted Bidder's Proposal.

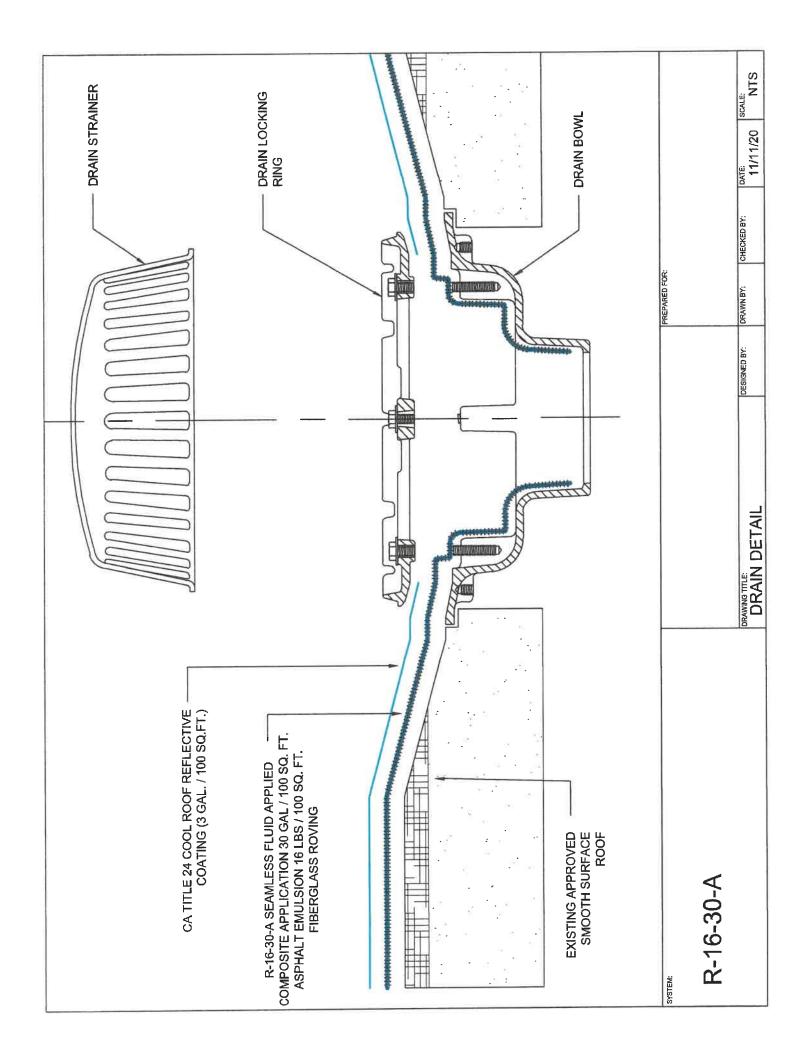
# **BID SCHEDULE**

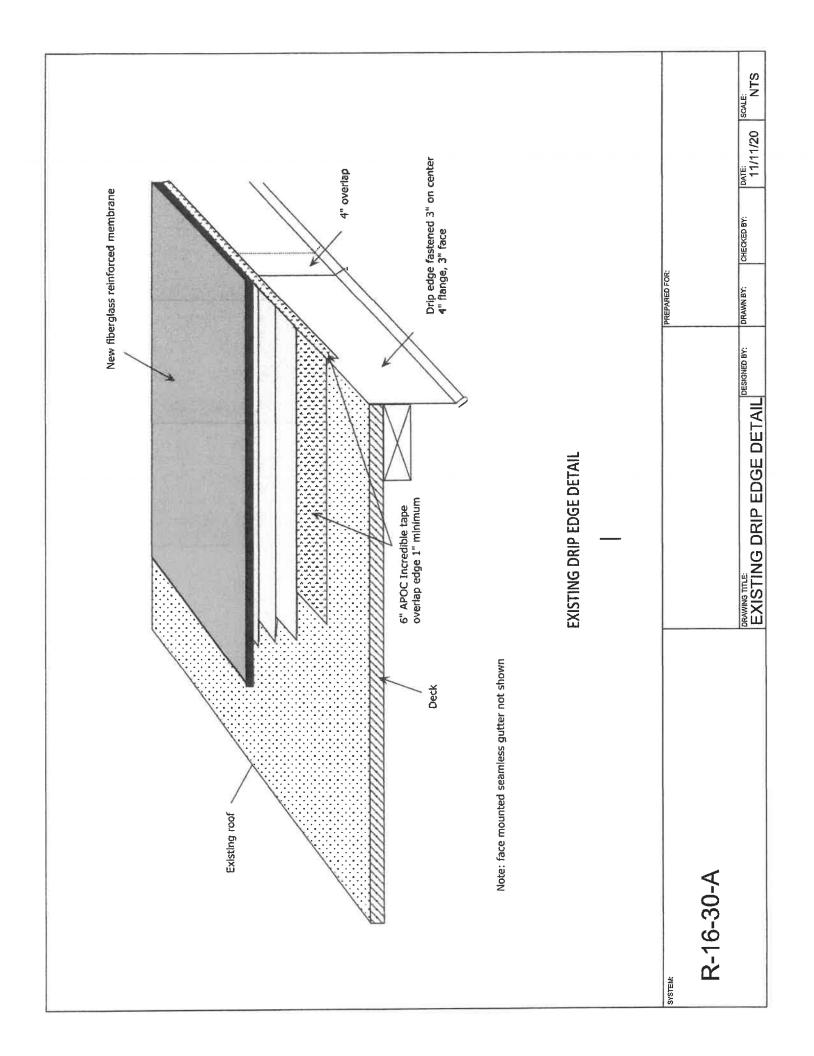
# Re-Roof/Roof Repair Project - Fire Department

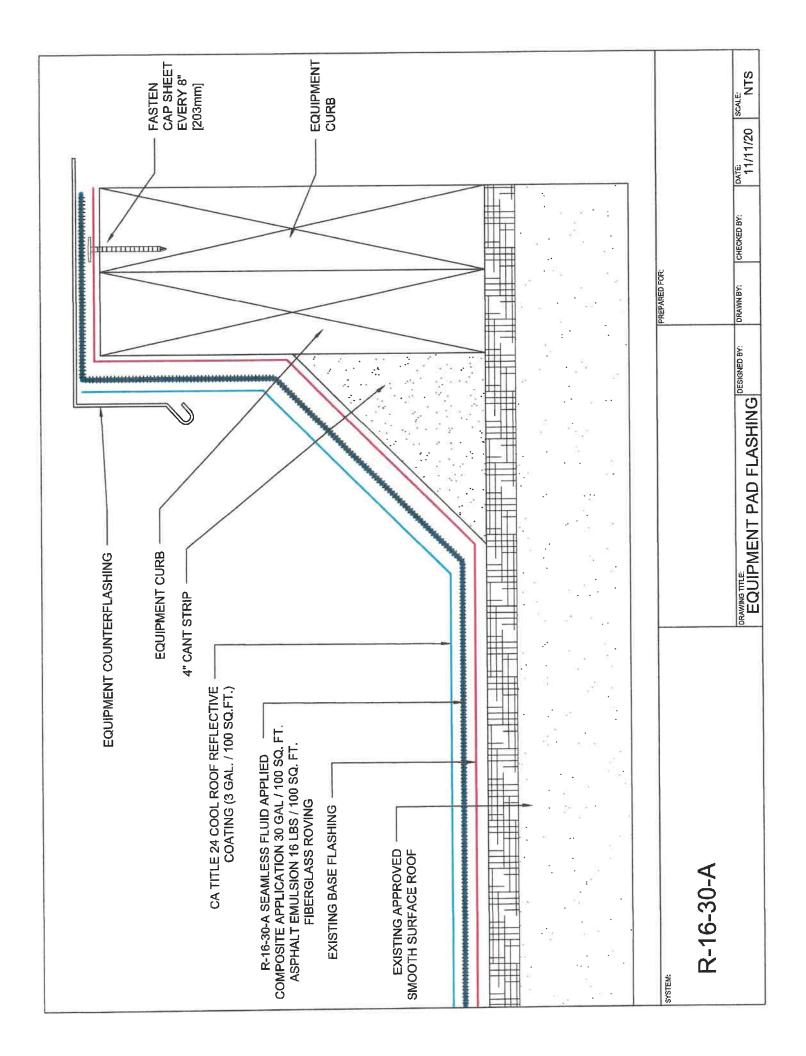
Item No.	Item  Description	Unit	Quantity	Unit Price	Cost
1	Base Bid for all labor and materials for a seamless fluid applied composite roofing system (4,612 Sq. Ft)	LS	1		
2	Plywood replacement as needed	Single Sheet	1		
				Total	

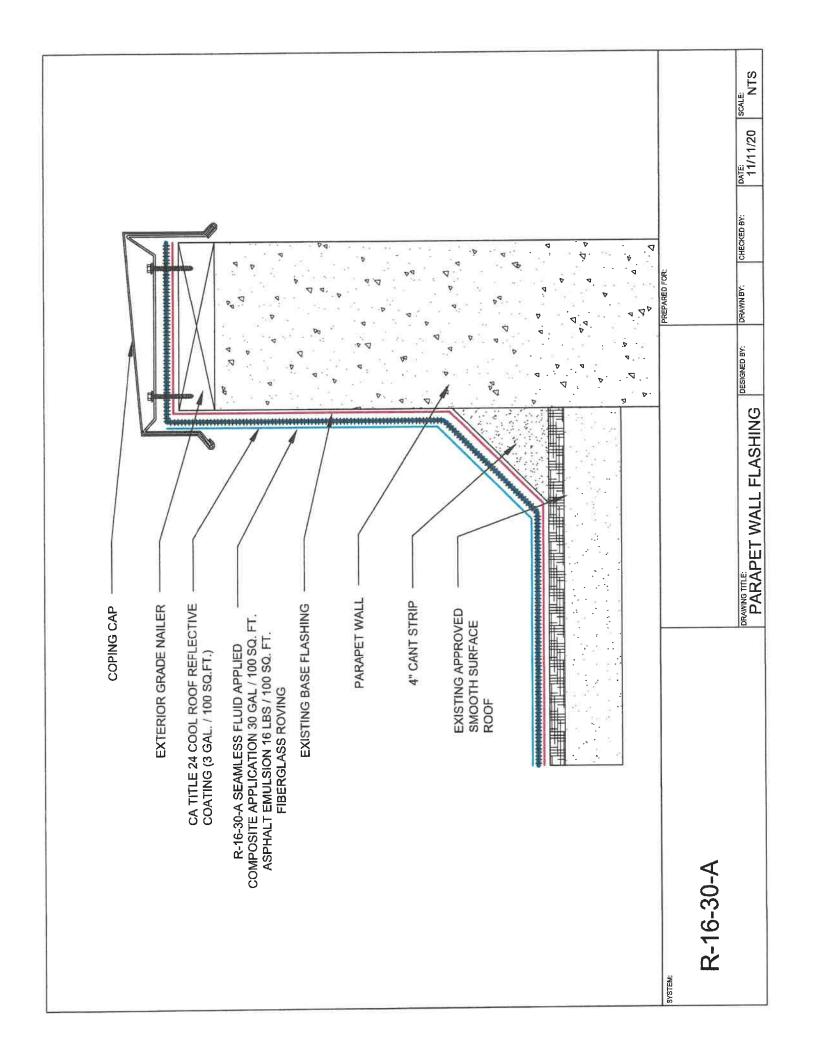
TOTAL BID F	RICE (BASED ON BID SCHEDULE TOTAL OF UNIT PRICES):
	Total Bid Price in Numbers
	Total Bid Price in Written Form

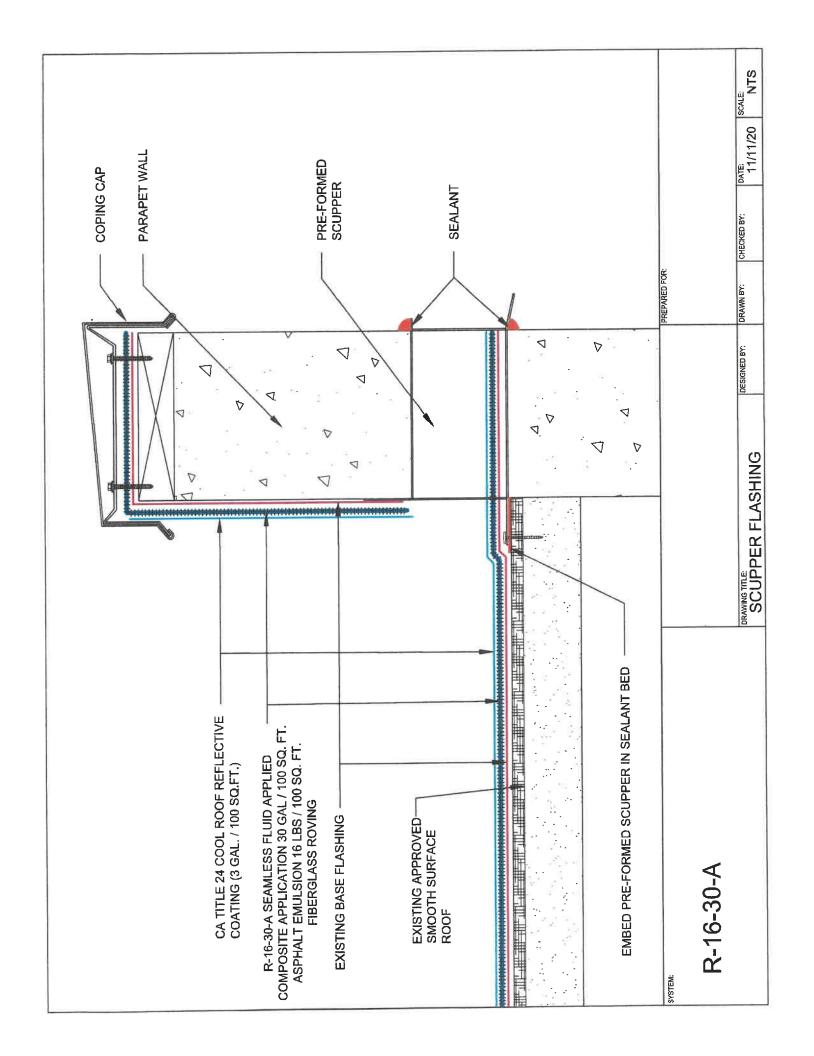


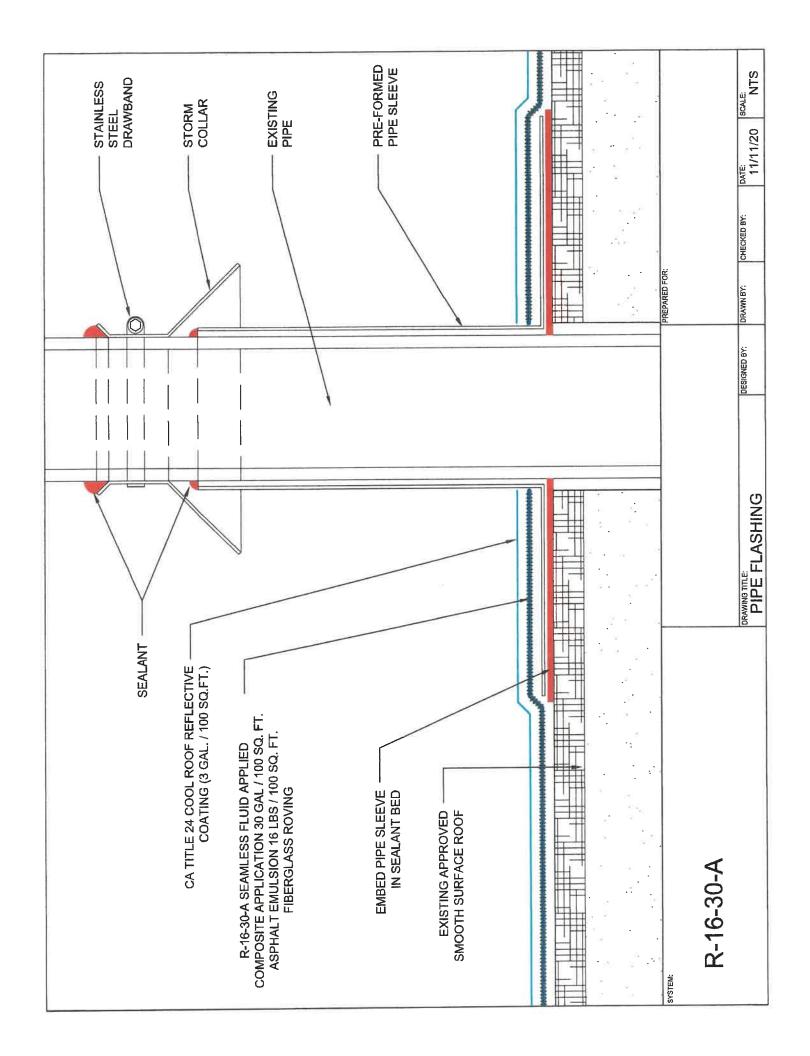












#### **SECTION 07 56 00**

#### FLUID APPLIED ROOFING

#### PART 1 GENERAL

#### 1.1 SECTION INCLUDES

- A. Seamless Fluid Applied Composite Roofing Systems.
- B. Roof Flashings.
- C. Roof Accessories.

#### 1.2 RELATED SECTIONS

- A. Section 06 10 00 Rough Carpentry.
- B. Section 07 62 00 Sheet Metal Flashing and Trim.
- C. Section 07 72 00 Roof Accessories.
- D. Section 22 30 00 Plumbing Equipment.
- E. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.3 REFERENCES

- A. National Roofing Contractors Association (NRCA) Roofing and Waterproofing Manual.
- B. ASTM International (ASTM):
  - ASTM C 728 Standard Specification for Perlite Thermal Insulation Board.
  - ASTM D 570 Standard Test Method for Water Absorption of Plastics.
  - 3. ASTM D 1079 Standard Terminology Relating to Roofing, Waterproofing, and Bituminous Materials.
  - 4. ASTM D1227 Standard Specification for Emulsified Asphalt Used as a Protective Coating for Roofing.
  - 5. ASTM D 2523 Standard Practice for Testing Load-Strain Properties of Roofing Membranes.
  - 6. ASTM D 3019 Standard Specification for Lap Cement Used with Asphalt Roll Roofing, Non-Fibered, and Fibered.
  - 7. ASTM D 3909 Standard Specification for Asphalt Roll Roofing (Glass Felt) Surfaced with Mineral Granules.
  - 8. ASTM D 4263 Standard Test Method for Indicating Moisture in Concrete by the Plastic Sheet Method.

Roof System: R-16-30-A / AL

# Recover Application Over Existing Modified Bituminous / Single Ply Roofs

- 9. ASTM D 4830 Standard Test Methods for Characterizing Thermoplastic Fabrics Used in Roofing and Waterproofing.
- 10. ASTM E 108 Standard Test Methods for Fire Tests of Roof Coverings.
- 11. ASTM E 548 Standard Guide for General Criteria Used for Evaluating Laboratory Competence.
- 12. ASTM E 1980 Standard Practice for Calculating Solar Reflectance Index of Horizontal and Low-Sloped Opaque Surfaces.
- C. Underwriters Laboratories (UL): ANSI/UL 790 Standard Test Methods of Roof Coverings.
- D. Underwriters Laboratories (UL) Roofing Systems and Materials Guide.
- E. CRRC Cool Roof Rating Council.
- F. California Building Standards Code Title 24.
- G. Sheet Metal and Air Conditioning Contractors National Association, 1nc. (SMACNA) Architectural Sheet Metal Manual.

#### 1.4 DEFINITIONS

A. Roofing Terminology: Refer to ASTM D 1079 and glossary of NRCA's "The NRCA Roofing and Waterproofing Manual" for definition of terms related to Work in this Section.

#### 1.5 PERFORMANCE REQUIREMENTS

- A. General: Provide watertight roofing membrane and flashing system that does not permit the passage of water, resists uplift pressures specified in this section, and is capable of withstanding thermally induced movement and exposure to weather without failure. Material must provide a reference number for a material evaluation test from a nationally recognized evaluating agency to verify Building Code compliance during submittal of required building permits.
- B. Energy Performance:
  - Low-Slope Roofs: Provide roofing system with Solar Reflectance Index not less than 78 when calculated according to ASTM E 1980, based on testing identical products by a qualified testing agency.
  - 2. Roof membrane finish must comply with current California Title 24 Part 6 requirements:
    - a. Minimum three (3) year aged solar reflectance: 0.55.
    - b. Minimum Thermal Emittance: 0.75.
- C. Wind Resistance: Provide roofing membrane, base flashings and component materials that comply with requirements in FMG 4450, FMG 4470, UL 580 or UL 1897 as part of a membrane roofing system.
  - 1. Wind Load Resistance: 1-90
- Fire-Test-Response Characteristics: Provide roofing materials with the fire-test-response characteristics indicated as determined by testing identical products per test method below by UL, FMG or another testing and inspecting agency acceptable to authorities having jurisdiction. Materials shall be identified with appropriate markings of applicable testing and inspecting agency.
   07 56 00-2

Roof System: R-16-30-A / AL

# Recover Application Over Existing Modified Bituminous / Single Ply Roofs

1. Exterior Fire-Test Exposure: Class A ASTM E 108 for application and roof slopes indicated.

#### 1.6 SUBMITTALS

- A. Submit in accordance with Section 01 30 00 Administrative Requirements.
- B. Product Data: For each product note in this section, submit printed or digital copies of manufacturers product information including the following:
  - 1. Printed affirmation of performance characteristics.
  - 2. Roofing system design.
  - 3. Application Instructions.
  - 4. Technical Data Sheets.
  - 5. Material Safety Data Sheets.
- C. Shop Drawings: Provide plan, elevation, section and isometric drawings outlining waterproofing conditions at transitions, terminations, penetrations and attachments to adjacent work.
- D. Product Test Reports: Based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified testing agency, for components of the roofing system.
- E. Research & Evaluation Reports: For components of the roofing system.
  - Include report from UL, ICC, FMG or another testing and inspecting agency acceptable to authorities having jurisdiction, stating entire system meets fire-testresponse characteristics listed.

#### 1.7 QUALITY ASSURANCE

- A. Installer Qualifications: Installer must be authorized by roofing system manufacturer to perform all Work specified in this section and provide an executed manufacturer's warranty.
- B. Manufacturer Qualifications: A qualified manufacturer that has UL listing for roofing system identical to that used for this project.
- C. Testing Agency Qualifications: An independent testing agency with the experience and capability to conduct the testing indicated, as documented according to ASTM E 548.
- D. Source Limitations: Obtain components for roofing system approved by roofing system manufacturer.

#### 1.8 PRE-INSTALLATION CONFERENCE

A. Prior to commencement of Work, conduct a conference at project site. Comply with the requirements of Section 01 31 00 - Project Management and Coordination. Review and affirm methods and procedures related to the work specified in this section, including but not limited to the following:

- Meet with owner, architect, owner's insurer if applicable, testing and inspecting
  agency representative, roofing installer, roofing system manufacturer's
  representative, deck installer, and installers whose work interfaces with or affects
  roofing, including installers of roof accessories and roof-mounted equipment.
- 2. Review methods and procedures related to roofing installation, including the manufacturer's written instructions.
- Review and finalize construction schedule and verify availability of materials, installer's personnel, equipment and facilities needed to make progress and avoid delays.
- 4. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
- 5. Review structural loading limitations of roof deck during and after roofing.
- 6. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs and condition of other construction that will affect roofing system.
- 7. Review governing regulations and requirements for insurance and certificates, if applicable.
- 8. Review temporary protection requirements for roofing system during and after installation.
- 9. Review roof observation and repair procedures after roofing installation.

### 1.9 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to project site in original containers, with seals unbroken, and labeled with manufacturer's name, product brand name and type, date of manufacture, and directions for storage. For bulk-delivered materials, identify manufacturer's name and product designation with delivery receipts and material manifests.
- B. Store liquid materials in their original, undamaged containers in a clean, dry and protected location, and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
- C. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.
- D. Protect roofing materials from physical damage and from deterioration due to sunlight, moisture, soiling and other sources. Store in a dry location. Comply with manufacturer's written instructions for handling, storing and protecting during installation.

#### 1.10 PROJECT CONDITIONS

A. Weather Limitations: Proceed with installation only when existing and forecast weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.

#### 1.11 WARRANTY

Roof System: R-16-30-A / AL

# Recover Application Over Existing Modified Bituminous / Single Ply Roofs

- A. Warranty: Manufacturer's standard form, without monetary limitation, in which manufacturer agrees to repair or replace components of roofing system within specified warranty period.
  - 1. Warranty includes roofing membrane and base flashings.
  - 2. Warranty Period: Forty (40) years from date of Substantial Completion.
- B. Coating Warranty: Manufacturer's standard form, without monetary limitation, in which coating manufacturer agrees to repair or replace coating that fails in materials or workmanship within specified warranty period. Failure includes shrinkage, flaking, chipping and peeling during normal wear.
  - 1. Warranty Period: Twelve (12) years from date of Substantial Completion.
- C. Project Warranty: Submit roofing installer's warranty, signed by installer, covering work of this Section, including all components of roofing system such as roofing membrane, base flashing, roof insulation, fasteners, cover boards and walkway products for the following warranty period:
  - 1. Warranty Period: Two (2) years from date of Substantial Completion.

#### PART 2 PRODUCTS

#### 2.1 MANUFACTURERS

- A. A seamless fluid applied composite roofing system
  - Subject to compliance with requirements, provide the following composite roofing membrane System: R-16-30-A.
  - Within 72 hours of the job walk, equal systems from The Garland Company or Tremco Roofing will be considered, providing the systems meet warranty requirements, physical characteristics and do not use solvents or fire during installation.

#### 2.2 COMPOSITE MEMBRANE SYSTEM

- A. Roofing system shall comply with 2007 CBC, Chapter 15.
- B. Physical Characteristics:
  - 1. Total weight: 1.60 pounds per square foot (0.72 kg) dry.
  - 2. Total thickness: 250 mils dry.
  - 3. Minimum Strength: 300 psi (2068 kN/m2) per ASTM D 4830.
  - Minimum Elongation: 10% per ASTM D 4830.
  - 5. Minimum Puncture Resistance: 700 lb. (318 kg) per ASTM D 4830.
  - 6. Water Absorption: 1% max by weight per ASTM D 570.
  - Fire Rating: UL Class "A" assembly.

### 2.3 COMPOSITE MEMBRANE MATERIALS

- A. Base Sheet: Glass felt impregnated asphalt roll roofing surfaced with mineral granules conforming to ASTM D 3909 Class III.
  - VOC Content (Maximum): 0 g/l.
- B. Base Sheet Adhesive: General purpose roof adhesive meeting or exceeding the requirements of ASTM D 3019 Type III.
  - 1. VOC Content (Maximum): 300 g/l.
  - 2. Weight per Gallon: 8.3 8.5 Lbs (994 1017 g/l).
  - 3. Solids Content by Volume: 70%.
- C. Asphalt Emulsion: Asphalt Emulsion meeting or exceeding the requirements of ASTM D1227.
  - VOC Content (Maximum): 0 g/L.
  - 2. Weight: 8.5 9.1 Lbs./Gal. (1018 1089 g/l).
  - 3. Solids Content by Volume: 49-53%.
- D. Fiberglass Reinforcement (Type E): Multi-end continuous fiberglass roving designed for spray operations.
- E. Surfacing:
  - 1. Acrylic Surfacing: CA Title 24 Cool Roof Reflective Coating as supplied by the manufacturer of the membrane system.
    - a. Solids Content by Volume: >45-50%.
    - b. VOC Content (maximum): 400 g/l.
    - c. Weight: 7.7 8.7 lbs./Gal. (922 1041 g/l).
    - d. Solar Reflectance:
      - 1) Initial: 0.53.
      - 2) 3 Year Aging: 0.42.
    - e. Thermal Emittance:
      - 1) Initial: 0.50.
      - 2) 3 Year Aging: 0.56.
    - f. Solar Reflectance Index (SRI)
      - 1) Initial: 48.
      - 2) 3 Year Aging: 33.
  - 2. Aluminum Coating:
    - a. Solids Content by Volume: >22-26%.
    - b. VOC Content (maximum): 50 g/l.
    - c. Weight: 9.2 9.6 lbs. (1100 1150 g/l).
    - d. Solar Reflectance:
      - 1) Initial: 0.51.
      - 2) 3 Year Aging: 0.50.
    - e. Thermal Emittance:
      - 1) Initial: 0.55.
      - 2) 3 Year Aging: 0.53.
    - f. Solar Reflectance Index (SRI)

- 1) Initial: 47.
- 2) 3 Year Aging: 44.

#### 2.4 AUXILIARY MATERIALS

- A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with roofing membrane.
- B. Fasteners: Factory-coated steel fasteners and metal meeting corrosion-resistance provisions in FMG 4470, designed for fastening roofing membrane components to substrate, tested by manufacturer for required pullout strength and acceptable to roofing system manufacturer.
- C. Flashing Cement: Trowel grade SBS-modified flashing cement made from heavy-bodied asphalt reinforced with organic fibers.
  - 1. VOC Content (Maximum): 290 g/l.
  - Weight per Gallon: 8.25 9.25 Lbs (988 1107 g/l).
- D. Metal Flashing Sheet: Metal flashing sheet as specified in Division 07 Section "Sheet Metal Flashing and Trim."

#### 2.5 ACCESSORIES

- A. General: Roofing accessories recommended by manufacturer for intended use and compatible with membrane roofing.
- B. Fasteners: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening roof insulation to substrate and acceptable to roofing system manufacturer.
- C. Cant Strips: ASTM C 728 perlite insulation board.
- D. Wood Nailer Strips: Comply with requirements in Division 06 Section "Miscellaneous Carpentry."
- E. Tapered Edge Strips: ASTM C 728 perlite insulation board.
- F. Substrate Joint Tape: 6 inch (152mm) or 8 inch (203mm) wide, coated, glass-fiber joint tape.

#### 2.6 WALKWAYS

- A. Walkway Pads: Mineral-granule-surfaced, reinforced asphaltic composition, slip-resisting pads, manufactured as a traffic pad for foot traffic and acceptable to roofing system manufacturer, 1/2 in (13mm), thick, minimum.
  - 1. Pad Size: 36 inches by 60 inches (914mm x 1524mm) minimum.

#### PART 3 EXECUTION

Roof System: R-16-30-A / AL

# Recover Application Over Existing Modified Bituminous / Single Ply Roofs

#### 3.1 EXAMINATION

- A. Verify that the existing roof system is not a PVC membrane. This system is not approved for installation over an existing PVC roof system.
- B. Examine substrates, work areas and field conditions, for compliance with the following requirements and other conditions which may affect the performance of roofing system:
  - 1. Verify that surfaces are clean, rigid, dry, smooth and free from cracks, holes, blisters, debris and sharp changes in elevation greater than 1/4 inch (6mm).
  - 2. Verify that roof openings and penetrations are adequately installed, and that roof drains are securely clamped in place.
  - 3. Verify that cants, blocking, curbs and nailers are securely anchored and installed in accordance with manufacturers requirements.
  - 4. Verify that all drains and scuppers are free of ruptures and sealed on all four sides on the exterior face of walls.
  - 5. Verify that surface plane flatness and fastening of roof deck complies with manufacturers requirements.
  - 6. Verify that concrete curing compounds and any chemicals that may impair adhesion of roofing components have been removed.
  - 7. Verify that substrate is visibly dry and free of moisture. Test for capillary moisture by plastic sheet method in accordance with ASTM D 4263.
  - 8. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 PREPARATION

- A. Prior to application, clean surface with water. Where wash water must be reclaimed due to contamination concentrations, roof water collection design of the building or local ordinances. Conform to local requirements for disposal of wash water.
- B. Clean substrate of dust, debris, moisture and other substances detrimental to roofing installation in accordance with the roofing system manufacturer's written instructions.
- C. Remove or correct all sharp projections which may interfere with the integrity of the membrane.
- D. Protect roof drains and edges during construction to prevent materials from entering roof drains and conductors or migrating onto surfaces of adjacent construction. Remove roof drain plugs when no work is taking place or when rain is forecast.
- E. Protect adjacent materials and lower paving, prior to starting work, in accordance with roofing system manufacturer's instructions.

#### 3.3 ROOFING MEMBRANE INSTALLATION - GENERAL

A. Install roofing membrane system according to roofing system manufacturer's written instructions and applicable recommendations of ARMA/NRCA.

- B. Commence installation of roofing membrane in presence of roofing system manufacturer's technical personnel.
- C. Cooperate with testing and inspecting agencies engaged or required to perform services during roofing system installation.
- D. Coordinate installation so materials that will not be permanently exposed are not subject to moisture or left uncovered at the end of a workday.
  - Provide tie-offs at the end of each day's work to cover exposed roofing membrane sheets and insulation with a course of coated felt set in roofing cement with joints and edges sealed.
  - 2. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system.
  - 3. Remove and discard temporary seals before beginning work on adjoining roofing.
- E. Substrate Joint Penetrations: Prevent roofing cement from penetrating substrate joints, entering building, or damaging roofing system components or adjacent building construction.

#### 3.4 FLASHING INSTALLATION

- A. Refer to the manufacturer's application manual for flashing of specific details.
- B. Materials used in these steps are in addition to the main fiberglass composite application.
- C. All flashings must have a minimum 500 mils of fiberglass composite upon completion of the installation.
- D. Expansion and Control Joints: Any joint in the structure intended to allow for movement must be divorced from the seamless reinforcement composite. Install an 18 inch (457mm). wide dry slip sheet consisting of inverted (mineral-side down) cap sheet, laid dry over the joint and extending 36 inches (914mm) at each end. Over the slip sheet, solidly adhere a 36 inches (914mm) polyester ply in 4 gallons per 100 square feet (1.63 L/m²) of emulsion and reinforce with 500 mils of seamless composite.
- E. Base Flashings and Cant Strips: Minimum 3 inch (76mm) cant strips must be installed at base flashings, walls and curbs. Set cant in adhesive or nail every 24 inches (610mm) on center. Miter cants at ends to provide a smooth transition.
- F. Corners: 20 feet (6096mm) from each inside or outside structural building corner, install a 12 inch (305mm) strip of cap sheet, laid mineral side down, dry into the base flashing half up the wall, half on the roof, to provide a slip sheet for building movement between the roof deck and vertical wall. Over the slip sheet, install an 18 inch (457mm) strip of polyester half up the vertical and half on the roof, solidly adhered in 6 gal. per 100 square feet (1.63 L/m²) of emulsion.
- G. Pipe Penetrations: All penetrations must be flashed with a minimum 24 gauge galvanized sheet metal storm collars attached approximately 1 inch (25mm) above the top of the flashing boot, secured with a draw band and approved sealant.

### H. Roof Drains and Scuppers:

- 1. Install 500 mils of fiberglass composite completely into the drain and seal to the howl.
- 2. Ensure that all field applications adhere to the sides of the drain bowl.
- 3. After system is dry, reinstall compression ring.
- 4. Wall scuppers shall be treated so that field layers of composite extend 2 inches (51mm) beyond the field applications, to adhere a minimum of 2 inches (51mm) to the metal of the inside of the scupper.
- 5. Plastic drains are not suitable for attachment of seamless reinforcement composite materials and are not acceptable for use in conjunction with work specified in this section.

## I. Edge Flashing:

- Install 24 gauge galvanized steel sheet drip edge flashing with rise sufficient in width and height to tightly lay over the metal edge. Metal must be wide enough to cover any outside gap in the fascia and allow a 4 inch (102mm) flange onto the roof deck. Lap ends a minimum of 4 inches (102mm) with sealant and fasteners.
- 2. Stagger field attachment on 6 inch (152mm) centers. Adhere a continuous strip of self-adhering membrane to the metal flange approximately 2 inches (51mm) from the edge and 6 inches (152mm) onto the existing roof surface.
- 3. Reinforce with 500 mils of seamless composite. Extend field application of composite to the outside edge of the metal flashing.
- 4. Ensure that composite is flush with the edge such that water does not pond.
- J. Crickets: Where indicated in the contract drawings, tapered insulation crickets must be installed to eliminate ponding water.

#### K. Parapet Walls:

- 1. Apply 250 mils composite application up and over parapet walls, extending down the outside edge of the wall a minimum of 1 inch (13 mm).
- 2. Cover parapet wall tops with 250 mils of seamless composite prior to installation of the coping.
- Install a minimum 24 gauge metal coping cap with continuous cleat attached on the outside of the wall to meet FM 1-90 wind uplift requirements.
- Sheet metal joints must be field-soldered or have cover plates solidly installed in sealant and anchored to meet FM 1-90 wind uplift requirements.
- L. Concrete Masonry Unit Parapets: Apply 250 mils of seamless composite to the outside edges of concrete walls such that the seamless composite seals a minimum of 3 inches (76mm) to the CMU and forms a solid continuous seal to the top of the wall.

#### M. Pipe Supports:

1. All pipes 2 inches (51mm) in diameter or less must be supported with polymer pipe supports at no greater than 8 feet (2438mm) on center.

Roof System: R-16-30-A / AL

# Recover Application Over Existing Modified Bituminous / Single Ply Roofs

- 2. Install in accordance with support manufacturer guidelines for spacing requirements. Traffic pad cushions must be installed under pipe supports. Fasteners must not penetrate the roofing membrane.
- 3. All pipes over 2 inches (51mm) in diameter must be supported in movable pipe hangers or other approved support system.

## 3.5 SEAMLESS COMPOSITE REINFORCEMENT INSTALLATION

- A. Apply one layer of the composite roofing at the following ratio:
  - Asphalt Emulsion (undiluted): 30 gal. per 100 square feet (12.2 L/m2).
  - 2. Fiberglass Reinforcement: 16 lb. per 100 square feet (0.78 Kg/m2).
- B. No water or other material may be added to the emulsion to thin or extend pot life.
- C. Fiberglass must be disbursed from the applicator in varying intertwined lengths, up to 24 inches (610mm).
- D. Thoroughly mix fiberglass and emulsion prior to application on roof deck.
- E. Any loose strands must be brushed by hand, removed or filled-in with emulsion to create a solid surface.
- F. Upon completion, no area may be less than 250 mils dry film thickness (DFT).
- G. Areas such as base flashings and penetrations, where application exceeds 500 mils wet, must be brushed by hand to prevent surface crazing.

## 3.6 REFLECTIVE COATING INSTALLATION

- A. Prior to reflective coating application, wash the roof surface with water. Do not commence application until the system has thoroughly dried, as registered by a reading of zero on a calibrated moisture meter.
- B. Apply Title 24 roof coating at a minimum of 1 1/2 gal. per 100 square feet (0.6 L/m2). in each of two passes to total 3 gallons per 100 square feet. (1.2 L/m2). Back rolling is recommended to ensure even coverage throughout.
- C. Apply reflective aluminum roof coating at a minimum of 1 1/2 2 1/2 gal. per 100 square feet. (0.6 1.0 L/m2). Back rolling is recommended to ensure even coverage throughout.

## 3.7 WALKWAY INSTALLATION

- A. Walkway Pads:
  - Install walkway pads using units of size indicated on contract drawings.
  - 2. Where not expressly specified, install manufacturer's recommended size for the location and anticipated traffic volume.
  - Install walkway pads with a cold adhesive compatible with the membrane specified

#### 3.8 FIELD QUALITY CONTROL

- A. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion and submit report to architect.
- B. Notify architect or owner 48 hours in advance of date and time of inspection.
- C. Repair or replace components of roofing system where test results or inspections indicate that they do not comply with specified requirements.
- D. Additional testing and inspecting, at contractor's expense, will be performed to determine compliance of repaired or replaced work with specified requirements.

#### 3.9 PROTECTING AND CLEANING

- A. Protect roofing system from damage and wear during remainder of construction period. When remaining construction will not affect or endanger roofing, inspect roof for deterioration and damage. Where any defects or damage are identified describe their nature and extent in a written report, with copies to architect and owner.
- B. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

**END OF SECTION** 

# EXHIBIT "B"

# CERTIFICATES OF INSURANCE AND ENDORSEMENTS (insert behind this page)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/26/2021

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.

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

# ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

Attached To and Forming Part of Policy 0100116391-0	Effective Date of Endorsement 05/29/2020 12:01AM at the Named Insured address shown on the Declarations	Named Insured 4 Seasons Roofing Inc
Additional Premium: \$0	Return Premium: \$0	

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE
ENVIRONMENTAL CONTRACTING AND PROFESSIONAL SERVICES LIABILITY COVERAGE
PRODUCTS POLLUTION LIABILITY COVERAGE
PREMISES ENVIRONMENTAL LIABILITY INSURANCE COVERAGE
ENVIRONMENTAL COMBINED LIABILITY POLICY - ALL COVERAGE PARTS

The insurance provided to Additional Insureds shall be excess with respect to any other valid and collectible insurance available to the Additional Insured unless the written contract specifically requires that this insurance apply on a primary and non-contributory basis, in which case this insurance shall be primary and non-contributory.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

CAS5003 0717 Page 1 of 1

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

# ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

Attached To and Forming Part of Policy 0100116391-0	Effective Date of Endorsement 05/29/2020 12:01AM at the Named Insured address shown on the Declarations	Named Insured 4 Seasons Roofing Inc
Additional Premium: \$0	Return Premium: \$0	

This endorsement modifies insurance provided under the following:

## COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE			
Name of Additional Insured Person(s) or Organization(s)	Location(s) of Covered Operations		
Blanket, as required by written contract, executed prior to	Locations as required and specified by written contract,		
the start of work on the project	executed prior to the start of work on the project		

- A. Section II Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - 1. Your acts or omissions; or
  - The acts or omissions of those acting on your behalf:

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

#### However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

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

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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

# ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

Attached To and Forming Part of Policy 0100116391-0	Effective Date of Endorsement 05/29/2020 12:01AM at the Named Insured address shown on the Declarations	Named Insured 4 Seasons Roofing Inc
Additional Premium: \$0	Return Premium: \$0	

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

#### **SCHEDULE**

Name of Additional Insured Person(s) or Organization(s)	Location and Description of Completed Operations	
Blanket, as required by written contract, executed prior to	Locations as required and specified by written contract,	
the start of work on the project executed prior to the start of work on the project		
Information required to complete this Schedule, if not shown	above, will be shown in the Declarations.	

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

#### However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable limits of insurance:

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) - AUTOMATIC

Attached To and Forming Part of Policy 0100116391-0	Effective Date of Endorsement 05/29/2020 12:01AM at the Named Insured address shown on the Declarations	Named Insured 4 Seasons Roofing Inc
Additional Premium: \$0	Return Premium: \$0	

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.