



Jefferson Parish Purchasing Department

200 Derbigny Street
General Government Bldg.
Suite 4400
Gretna, LA 70053

BIDS ON CONSTRUCTION OF

Labor, Materials, & Equipment Necessary to Repair Gym
Roof at Kennedy Heights Playground for
Jefferson Parish Parks & Recreation

TO BE OPENED: September 20, 2022

Bidder:

Roof Technologies, Inc.
631 Manhattan, Blvd.
Harvey, LA 70058

Louisiana Contractor's License Number:

26099

DATE: 8/24/2022

Page: 6

BID NO.: 50-00139396

BID FORM
Non Public Works

All Public Work Projects are required to use the Louisiana Uniform Public Work Bid Form

All prices must be held firm unless an escalation provision is requested in this bid. Jefferson Parish will allow one escalation during the term of the contract, which may not exceed the U.S. Bureau of Labor Statistics National Index for all Urban Consumers, unadjusted 12 month figure. The most recently published figure issued at the time an adjustment is requested will be used. A request must be made in writing by the vendor, and the escalation will only be applied to purchases made after the request is made.

Are you requesting an escalation provision?

YES ☐ NO ☒

MAXIMUM ESCALATION PERCENTAGE REQUESTED n/a %

INITIAL BID PRICES WILL REMAIN FIRM THROUGH THE DATE OF 30 Days from NTP.

For the purposes of comparison of bids when an escalation provision is requested, Jefferson Parish will apply the maximum escalation percentage quoted by the bidder to the period to which it is applied in the bid. The initial price and the escalation will be used to calculate the total bid price. It will be assumed, for comparison of prices only, that an equal amount of material or labor is purchased each month throughout the entire contract.

DELIVERY: FOB JEFFERSON PARISH

INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES

TBD

LOUISIANA CONTRACTOR'S LICENSE NO.: (if applicable)

26079

THIS SECTION MUST BE COMPLETED BY BIDDER:

FIRM NAME: Roof Technologies, Inc.

ADDRESS: 631 Manhattan Blvd.

CITY, STATE: Harvey, La

ZIP: 70058

TELEPHONE: (504) 366-9283

FAX: (504) 364-6411

EMAIL ADDRESS: COry@Rooftech-no.com Cory Lott - Project Manager

In the event that addenda are issued with this bid, bidders **MUST** acknowledge all addenda on the bid form. Bidder must acknowledge receipt of an addendum on the bid form by placing the addendum number as indicated. Failure to acknowledge any addendum on the bid form will result in bid rejection.

Acknowledge Receipt of Addenda: NUMBER: _____

NUMBER: _____

NUMBER: _____

NUMBER: _____

TOTAL PRICE OF ALL BID ITEMS: \$ 97,000.00

AUTHORIZED

SIGNATURE: _____

William Luebbert

Printed Name

TITLE: President

SIGNING INDICATES YOU HAVE READ AND COMPLY WITH THE INSTRUCTIONS AND CONDITIONS.

NOTE: All bids should be returned with the BID NUMBER and BID OPENING DATE indicated on the outside of the envelope submitted to the Purchasing Department.

DATE: 8/24/2022

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INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00139396

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	1.00	JOB	<p>LABOR, MATERIALS & EQUIPMENT NECESSARY TO REPAIR GYM ROOF AT KENNEDY HEIGHTS PLAYGROUND FOR JEFFERSON PARISH PARKS AND RECREATION.</p> <p>0001 KENNEDY HEIGHTS- LABOR, MATERIALS AND EQUIPMENT TO REPAIR GYM ROOF AT KENNEDY HEIGHTS PLAYGROUND; 248 MISSION CT. AVONDALE, LA 70094</p> <p>DAMAGE CAUSED BY HURRICANE IDA</p> <p>CONTACT: BRENT GRIFFIN 504-349-5000 504-419-4415</p>	\$ 97,000.00	\$ 97,000.00



09-08-2022

Bid Bond in Accordance with Contract Specifications

SLA09084760

Roof Technologies, Inc.

Bond Number

Principal Name

631 Manhattan Blvd, Harvey, LA, 70058, US

Principal Address

Principal Signature

Jefferson Parish

200 Derbigny Street, Gretna, LA, 70053, US

Owner/Obligee Name

Owner/Obligee Address

Bond Information

09-20-2022

Western Surety Company

32411

Bid Date

Surety

Contractor Vendor ID Number

50-00139396

Contract ID Number

Labor, Materials, & Equipment Necessary to Repair Gym Roof at Kennedy Heights Playground for Jefferson Parish Parks & Recreation

Description of Job

Amount of Bid Security

Bid Security Maximum

5%

Bid Security Percentage

Kay D Smith

Attorney-in-Fact

Stiel Insurance Services of New Orleans, Inc

Bond Entered and Executed By

Primary Agency

Attorney-In-Fact Signature

Know all men by these presents that Western Surety Company, a Corporation duly organized under the laws of the State of SD, are held and firmly bound unto the above owner/obligee by the transmission. The surety agrees to waive the statute of Fraud defense and further agrees that the owner/obligee is a third party beneficiary of the waiver for the purposes of enforcing this bid bond.



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint **Kay D Smith**

, Individually

of **Metairie**, **LA**, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 16th day of June, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

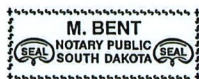
State of South Dakota
County of Minnehaha

} ss

On this 16th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 08 day of 09, 2022.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.



Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF
Roof Technologies, Inc.
INCORPORATED.

AT THE MEETING OF DIRECTORS OF Roof Technologies, Inc.
INCORPORATED, DULY NOTICED AND HELD ON January 3, 2022,
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT
WAS:

RESOLVED THAT William Luebbert, President, BE AND IS HEREBY
APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-
FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON
BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS
AND TRANSACTIONS WITH THE PARISH OF JEFFERSON OR ANY OF ITS AGENCIES,
DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE
EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES,
CONTRACTS AND ACTS AND TO RECEIVE ALL PURCHASE ORDERS AND NOTICES
ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS
CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING, AND ACCEPTING
EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-
FACT.

I HEREBY CERTIFY THE FOREGOING TO BE
A TRUE AND CORRECT COPY OF AN
EXCERPT OF THE MINUTES OF THE ABOVE
DATED MEETING OF THE BOARD OF
DIRECTORS OF SAID CORPORATION, AND
THE SAME HAS NOT BEEN REVOKED OR
RESCINDED.



SECRETARY-TREASURER Manuel Gutierrez, III
Vice President

September 20, 2022

DATE

Non-Public Works Bid

AFFIDAVIT

STATE OF Louisiana

PARISH/COUNTY OF Jefferson

BEFORE ME, the undersigned authority, personally came and appeared: William Luebbert
_____, (Affiant) who after being by me duly sworn, deposed and said that
he/she is the fully authorized President of Roof Technologies, Inc. (Entity),
the party who submitted a bid in response to Bid Number 50-00139396, to the Parish of
Jefferson.

Affiant further said:

Campaign Contribution Disclosures

(Choose A or B, if option A is indicated please include the required
attachment):

Choice A ☐

Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to current or former elected officials of the Parish of Jefferson by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit or the current term of the elected official, whichever is greater. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

Choice B ☒

there are NO campaign contributions made which would require disclosure under Choice A of this section.

Debt Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A ☐

Attached hereto is a list of all debts owed by the affiant to any elected or appointed official of the Parish of Jefferson, and any and all debts owed by any elected or appointed official of the Parish to the Affiant.

Choice B ☒

There are NO debts which would require disclosure under Choice A of this section.

Affiant further said:

That Affiant has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for Affiant; and

[The remainder of this page is intentionally left blank.]

That no part of the contract price received by Affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for Affiant.

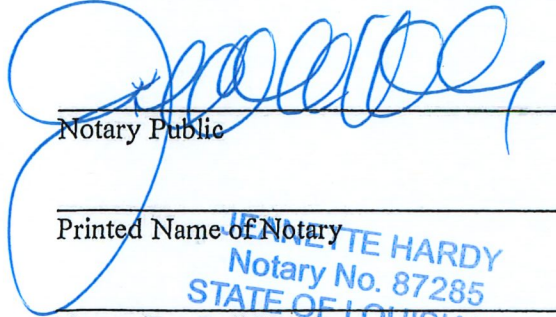


Signature of Affiant

William Luebbert, President

Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME
ON THE 9 DAY OF September, 2022.



Notary Public

Printed Name of Notary

Notary/Bar Roll Number

My commission expires Death.

JENNIFER HARDY
Notary No. 87285
STATE OF LOUISIANA

APPENDIX A: The ensuing contract for this bid solicitation may be eligible for FEMA reimbursement. As such Appendix A will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed, signed and included in the submission. Failure to do so will result in rejection. (Bid # 50-00139396 Labor, Materials and Equipment Necessary to Repair Gym Roof at Kennedy Heights Playground for Jefferson Parish Parks and Recreation.)

Anti-Lobbying Form

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, William Luebbert, President, hereby certify on
(name and title of bidder's official)

behalf of Roof Technologies, Inc. that:
(name of bidder)

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 20th day of September, 2022.

By [Signature]
(signature of authorized official) William Luebbert

President
(title of authorized official)

APPENDIX A: The ensuing contract for this bid solicitation may be eligible for FEMA reimbursement. As such Appendix A will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed, signed and included in the submission. Failure to do so will result in rejection. (Bid # 50-00139396 Labor, Materials and Equipment Necessary to Repair Gym Roof at Kennedy Heights Playground for Jefferson Parish Parks and Recreation.)

Debarment/Suspension Form

DEBARMENT/SUSPENSION CERTIFICATION

Debarment:

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and <https://acquisition.gov/far/index.html> see section 52.209-6.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

William Luebbert, President

(Name and Title of bidder's official)

Roof Technologies, Inc.

(Name of bidder/company)

631 Manhattan Blvd., Harvey, LA 70058

(Address)

P.O. Box 1328, Harvey, LA 70058

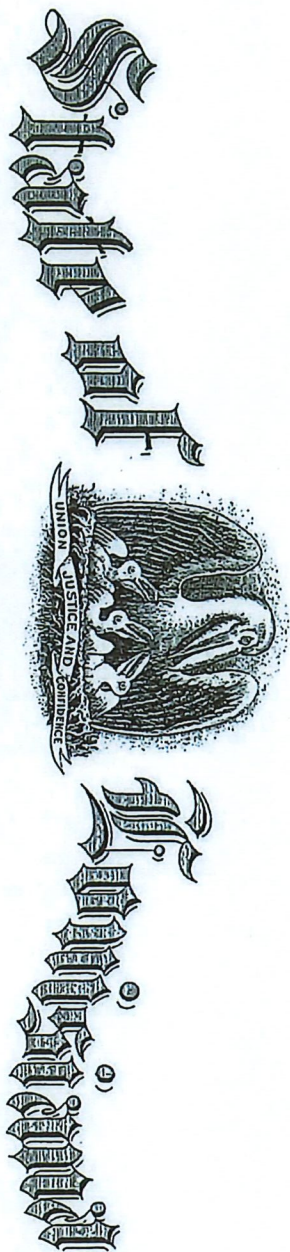
(Address)

PHONE 504-366-9283 FAX 504-364-6411

EMAIL Bill@Rooftech-no.com


William Luebbert, President

Signature September 20, 2022 Date



State Licensing Board for Contractors

This is to Certify that

ROOF TECHNOLOGIES, INC.
P. O. Box 1328
Harvey, LA 70059

is duly licensed and entitled to practice the following classifications

BUILDING CONSTRUCTION; SPECIALTY: ROOFING AND SHEET METAL, SIDING



Expiration Date: February 19, 2024

License No: 26099

Witness our hand and seal of the Board dated,
Baton Rouge, LA 20th day of February 2021

Willis MacP
Director

Lee M. Mott
Chairman
Andy Shaw
Treasurer

This License Is Not Transferable



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/1/2022

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

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

PRODUCER Frank H. Furman, Inc. 1314 East Atlantic Blvd. P. O. Box 1927 Pompano Beach FL 33061		CONTACT NAME: PHONE (A/C, No, Ext): 800-344-4838 FAX (A/C, No): (954) 943-5417 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: National Fire Ins of Hartford NAIC # 20478 INSURER B: Continental Insurance Company 35289 INSURER C: American Casualty Co of Reading PA 20427 INSURER D: Columbia Casualty Company 31127 INSURER E: Zurich American Insurance Co of Ill 27855 INSURER F:	
INSURED Roof Technologies, Inc. P O Box 1328 Harvey LA 70059			

COVERAGES**CERTIFICATE NUMBER:****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	X	Y	5092135192	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input checked="" type="checkbox"/> Contractual Liab Incl						MED EXP (Any one person) \$ 15,000
	<input checked="" type="checkbox"/> XCU Hazard Incl						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
A	AUTOMOBILE LIABILITY	X	Y	5092135189	5/1/2022	5/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	X		7018520131 / AEC925940815	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 10,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 10,000,000
	DED RETENTION \$ 10,000						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	5092135208	5/1/2022	5/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Contractors E&O/Professional			CE06080436842	5/1/2022	5/1/2023	Each Occurrence Limit \$2,000,000
	Retro Date: 06/21/2012						Aggregate Limit \$2,000,000

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

BID: Labor, Materials, & Equipment Necessary to Repair Gym Roof at Kennedy Heights Playground for Jefferson Parish Parks & Recreation. Jefferson Parish, its Districts Departments and Agencies under the direction of the Parish President and the Parish Council are included as Additional Insureds on a Primary and Non-Contributory basis with respect to work performed by Roof Technologies, Inc. on Commercial General Liability, Automobile Liability and Umbrella Liability where required by written contract or agreement and subject to policy terms and conditions. Waiver of Subrogation in favor of the Additional Insureds applies for General Liability, Automobile Liability and Workers Compensation where required by

CERTIFICATE HOLDER**CANCELLATION**

dreamey@jeffparish.net Jefferson Parish Purchasing Department 200 Derbigny Street General Government Building Suite 400 Gretna, LA 70073	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 Dirk DeJong/JC

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COMMENTS/REMARKS

written contract or agreement and subject to policy terms and conditions. Builders Risk/Installation Floater Coverage is provided through Continental Casualty Co. under Policy #4016231327; Effective 5/1/2022 - 5/1/2023; Property Limit is \$2,500,000; Transit Limit is \$500,000; Temporary Storage Limit is \$500,000; AOP Deductible is \$5,000. Notwithstanding any provision to the contrary, the obligation to name Contractor or any other party as an additional insured shall be limited to the extent of the indemnity obligations in the Agreement for work performed by the insured. Further, Subcontractor shall not be obligated to name Contractor or any other party as an additional insured for Contractor's or any other party's own negligence or other fault.



CNA PARAMOUNT

**Waiver of Transfer of Rights of Recovery Against
Others to the Insurer Endorsement**

This endorsement modifies insurance provided under the following:

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

SCHEDULE
Name Of Person Or Organization:
AS REQUIRED BY WRITTEN CONTRACT

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

Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

40020009250921351922620



CNA75008XX (10-16)

Page 1 of 1

Nat'l Fire Ins Co of Hartford

Insured Name: ROOF TECHNOLOGIES INC

Policy No: 5092135192

Endorsement No: 6

Effective Date: 05/01/2022



CNA PARAMOUNT

Policy Holder Notice - Countrywide

It is understood and agreed that:

If the **Named Insured** has agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if the Insurer cancels a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by the Insurer to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon the Insurer or the Agent of Record.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

40020009250921351922587



CNA75014XX (1-15)

Page 1 of 1

Nat'l Fire Ins Co of Hartford

Insured Name: ROOF TECHNOLOGIES INC

Policy No: 5092135192

Endorsement No: 1

Effective Date: 05/01/2022



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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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: ROOF TECHNOLOGIES INC

Endorsement Effective Date: 05/01/2021

SCHEDULE

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

ANY PERSON OR ORGANIZATION FOR WHOM
OR WHICH YOU ARE REQUIRED BY WRITTEN
CONTRACT OR AGREEMENT TO OBTAIN THIS
WAIVER FROM US. YOU MUST AGREE TO THAT
REQUIREMENT PRIOR TO LOSS.

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.

Form No: CA 04 44 10 13

Endorsement Effective Date:

Endorsement No: 3; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL
60606

Endorsement Expiration Date:

Policy No: BUA 5092135189

Policy Effective Date: 05/01/2022

**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A. in the performance of your ongoing operations subject to such **written contract**; or
 - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. the **written contract** requires you to provide the additional insured such coverage; and
 - 2. this **coverage part** provides such coverage.
- II. But if the **written contract** requires:
- A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. additional insured coverage with "arising out of" language; or
 - C. additional insured coverage to the greatest extent permissible by law;
- then paragraph I. above is deleted in its entirety and replaced by the following:
- WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
- A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

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Nat'l Fire Ins Co of Hartford

Insured Name: ROOF TECHNOLOGIES INC

Policy No: 5092135192

Endorsement No: 4

Effective Date: 05/01/2022



**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement****Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury** or **property damage**; or
 2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Nat'l Fire Ins Co of Hartford

Insured Name: ROOF TECHNOLOGIES INC

Policy No: 5092135192

Endorsement No: 4

Effective Date: 05/01/2022



Business Auto Policy
Policy Endorsement

ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Person Or Organization

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED

BY WRITTEN CONTRACT OR WRITTEN AGREEMENT

TO NAME AS AN ADDITIONAL INSURED

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II - LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71527XX (10-2012)

Endorsement Effective Date:

Endorsement No: 16; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL
60606

Endorsement Expiration Date:

Policy No: BUA 5092135189

Policy Effective Date: 05/01/2022



NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA68021XX (02-2013)

Endorsement Effective Date:

Endorsement No: 15; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL
60606

Endorsement Expiration Date:

Policy No: BUA 5092135189

Policy Effective Date: 05/01/2022



Workers Compensation And Employers Liability Insurance Policy Endorsement

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 on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement No: 13; Page: 1 of 1

Underwriting Company: American Casualty Company of Reading, Pennsylvania, 151 N Franklin St,
Chicago, IL 60606

Endorsement Expiration Date:

Policy No: WC 5092135208

Policy Effective Date: 05/01/2022