

Project Name: 185 NW Chehalis Ave. Roof Replacement Project Project No.: _____
Name of Firm: Scholten Roofing, Inc.

LEWIS COUNTY
DEPARTMENT OF INTERNAL SERVICES
CAPITAL FACILITIES DIVISION
351 NW NORTH ST.
CHEHALIS, WA 98532

BID PROPOSAL

In compliance with the contract documents, the following bid proposal is submitted:

1) BASE BID (*Including Trench Excavation Safety Provisions*)

ONE HUNDRED FORTY-EIGHT THOUSAND ONE HUNDRED THIRTY-ONE DOLLARS AND 19/100
\$ 148,131.19
(Please print dollar amount in space above) (do not include Washington State Sales Tax)

TRENCH EXCAVATION SAFETY PROVISIONS

\$ 0.00

(Included also in Base Bid)

If the bid amount contains any work which requires trenching exceeding a depth of four feet, all costs for trench safety shall be included in the Base Bid and indicated above for adequate trench safety systems in compliance with Chapter 39.04 RCW, 49.17 RCW and WAC 296-155-650. Bidder must include a lump sum dollar amount in blank above (even if the value is \$0.00) to be responsive.

2) BID ALTERNATES (*Specify whether additive or deductive*)

(1) DEDUCTION FOR MECHANICALLY ATTACHED	\$ <u>(16,000.00)</u>
(2) ADDITION FOR TAPER ISO	\$ <u>8,800.00</u>
(3) ADDITION FOR ASBESTOS DISPOSAL	\$ <u>3,000.00</u>
(4) _____	\$ _____
(5) _____	\$ _____
(6) _____	\$ _____

Do not include Washington State Sales Tax in alternate amounts.

The Owner reserves the right to accept or reject any or all bid prices within sixty (60) days of the bid date.

Time for Completion

The undersigned hereby agrees to complete all the work under the Base Bid (and accepted alternates) within 30 calendar days after the date of Notice to Proceed.

BID INCLUDES:

- 60 mil PVC Fully Adhered
- 1/4" Dens Deck Fully Adhered
- R-30 Polyiso Fully Adhered
- SA Membrane over wood deck
- Removal & Disposal of existing roofing
- New coping metal
- Walkpads as called out
- 20 year manufacturer warranty

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UNIT PRICES (Where applicable) (Do not include Washington State Sales Tax)

Item No.	Unit Description	Estimated Quantities	Additive Unit Price	Deductive Unit Price	Unit Per Measurement
1.			\$	\$	
2.			\$	\$	
3.			\$	\$	
4.			\$	\$	
5.			\$	\$	

The above unit prices shall be for any additive and deductive work within 15% of the above estimated quantities. The unit price shall include full compensation for the cost of labor, materials, equipment, overhead, profit and any additional costs associated with the unit bid.

The Owner reserves the right to accept or reject any or all unit prices within sixty (60) days of the bid date.

If the base bid and the sum of the additive alternates is one million dollars or more the bidder shall provide names of the subcontractors with whom the bidder will **directly** subcontract for performance of the following work. If the bidder intends to perform the work, the bidder must enter its name for that category of work.

The bidder shall not list more than one subcontractor for each category of work identified UNLESS subcontractors vary with bid alternates, in which case the bidder must indicate which subcontractor will be used for which alternate.

Failure of the bidder to submit the NAMES of such subcontractors or to name itself to perform such work shall render the bidder's bid nonresponsive and, therefore, void.

	<u>Designated Work</u>	<u>Firm Name</u>
1.	Heating Ventilation Air Conditioning (HVAC)	N/A
1.a.	HVAC Alternate Bid # _____ (if applicable)	N/A
2.	Plumbing	N/A
2.a.	Plumbing Alternate Bid # _____ (if applicable)	N/A
3.	Electrical	N/A
3.a.	Electrical Alternate Bid # _____ (if applicable)	N/A

Bidder may attach a separate sheet for additional alternate bid subcontractors.

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Apprenticeship Requirements

The apprentice labor hours required for this project are 15 % of the total labor hours. The undersigned agrees to utilize this level of apprentice participation. Voluntary workforce diversity goals for this apprentice participation are identified in the Instructions To Bidders and Supplemental Conditions.

Liquidated Damages

The undersigned agrees to pay the Owner as liquidated damages the sum of \$ _____ for each consecutive calendar day that is in default after the Contract Time. Liquidated damages shall be deducted from the contract by change order.

Receipt of Addenda

Receipt of the following addenda is acknowledged:

Addendum No. <u>N/A</u>	Addendum No. _____
Addendum No. _____	Addendum No. _____
Addendum No. _____	Addendum No. _____

Name of Firm Scholten Roofing, Inc.
NOTE: If bidder is a corporation, write State of Incorporation; if a partnership, give full names and addresses of all parties below.
Signed by Janice M. Mack Official Capacity Controller
Print Name Janice M Mack
Address 7157 Guide Meridian Rd
City Lynden State WA Zip Code 98264
Date November 18, 2020 Telephone 360-398-8484 FAX 360-398-2857
State of Washington Contractor's License No. SCHOLI*211K5
Federal Tax ID # 91-0890646 e-mail address: janice@scholtenroofing.com

November 18, 2020

Bid Bond Form

Per discussion with Doug Carey and Henry (Barry) Berendsen Jr. our bid bond will be delivered separately via UPS on Friday November 20th, 2020.

Should you have any questions please contact either Dough Carey at 360-740-1337 or Henry (Barry) Berendsen Jr. at 360-303-5716.

Sincerely



Janice M. Mack
Scholten Roofing, Inc.
Controller
360-398-8484



SCHRO-1

OP ID: DB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/18/2020

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

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

PRODUCER Snapper Shuler Kenner Ins Brown & Brown of WA Inc dba P.O. Box 551 Lynden, WA 98264 Paul D. Kenner	360-354-4488	CONTACT Certificates
		PHONE (A/C, No, Ext): 360-354-4488
		FAX (A/C, No): 360-354-1946
		E-MAIL ADDRESS: certificates@sskinsurance.com
INSURED Scholten Roofing, Inc. 7157 Guide Meridian, Ste. 1 Lynden, WA 98264	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Continental Casualty Company	
	INSURER B: Greenwich Insurance Company	
	INSURER C: Continental Insurance Co.	
	INSURER D:	
	INSURER E:	
		INSURER F:

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual ☒ \$1000 PD Ded GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	1029044214	05/01/2020	05/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Site CPL \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☒ Pollution	X	X	1029044312	05/01/2020	05/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ 500 Ded
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	X	X	1029044326	05/01/2020	05/01/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	1029044214 WASHINGTON STOP GAP	05/01/2020	05/01/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Installation Fltr			2865118	05/01/2020	05/01/2021	300,000 \$1,000 DED
B	Equipment			PER PROJECT/SPECIAL FORM			181,099 \$1,000 DED

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

Project: Rainier Building Roof Replacement, 185 MW Chehalis Ave

Attached forms CNA75081XX 0115, CNA75008XX 1016, CNA74826XX 0115, CA2048 1013 and CA0444 1013 apply

CERTIFICATE HOLDER

CANCELLATION

LEWCO-4

Lewis County
351 N.W. North Street
Chehalis, WA 98532-1900

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



**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: SCHOLTEN ROOFING, INC.

Endorsement Effective Date: 05/01/2020

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: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 1029044312
Policy Effective Date: 05/01/2020
Policy Page: 42 of 98



DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

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 this endorsement.

This endorsement identifies person(s) or organization(s) who are "**insureds**" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

Named Insured: SCHOLTEN ROOFING, INC.

Endorsement Effective Date: 05/01/2019

SCHEDULE

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

ANY PERSON OR ORGANIZATION THAT THE NAMED INSURED IS OBLIGATED TO PROVIDE INSURANCE WHERE REQUIRED BY A WRITTEN CONTRACT OR AGREEMENT IS AN INSURED, BUT ONLY WITH RESPECT TO LEGAL RESPONSIBILITY FOR ACTS OR OMISSIONS OF A PERSON/ORGANIZATION FOR WHOM LIABILITY COVERAGE IS AFFORDED UNDER THIS POLICY

THE KORTE COMPANY

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

Each person or organization shown in the Schedule is an "**insured**" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "**insured**" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

Form No: CA 20 48 10 13

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 5; Page: 1 of 1

Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 1029044312

Policy Effective Date: 05/01/2019

Policy Page: 45 of 96



CNA PARAMOUNT

General Aggregate Limit - Designated Projects Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE
Designated Construction or Service Projects:
Each of your construction projects located away from premises owned by or rented to you

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

It is understood and agreed as follows:

- I. For each single designated construction or service project shown in the Schedule above, a separate Designated Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:
 - A. all **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
 - B. all medical expenses under **Coverage C**;that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that designated project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Designated Project General Aggregate Limit applicable to any other project.
- II. All:
 - A. **damages** under **Coverage B**, regardless of the number of locations or projects involved;
 - B. **damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single designated project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
 - C. medical expenses under **Coverage C**, caused by accidents which cannot be attributed solely to ongoing operations at a single designated project,will reduce the General Aggregate Limit shown in the Declarations.
- III. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular designated project.
- IV. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will

CNA74826XX (1-15)
Page 1 of 2
CONTINENTAL CASUALTY COMPANY
Insured Name: SCHOLTEN ROOFING, INC.

Policy No: 1029044214
Endorsement No: 3
Effective Date: 05/01/2020





CNA PARAMOUNT

General Aggregate Limit - Designated Projects Endorsement

reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.

- V. If the applicable scheduled construction or service project has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, such project will still be deemed to be the same project.
- VI. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

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.



Non-Contractor's Additional Insured Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows.

1. ADDITIONAL INSURED

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs A. through H. below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:
- (1) is currently in effect or becomes effective during the term of this **Coverage Part**; and
 - (2) was executed prior to:
 - (a) the **bodily injury or property damage**; or
 - (b) the offense that caused the **personal and advertising injury**,
for which such additional insured seeks coverage.
- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- (1) a higher limit of insurance than required by such contract or agreement; or
 - (2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph A. through H. below.

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

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

- 1. such person or organization's financial control of a **Named Insured**; or
- 2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury, property damage or personal and advertising injury** as co-owner of such premises.

C. Grantor of Franchise

Any person or organization that has granted a franchise to a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** as grantor of a franchise to the **Named Insured**.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury, property damage or the offense** giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.



**Non-Contractor's Additional Insured Endorsement****E. Lessor of Land**

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises as are leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.



CNA PARAMOUNT

Non-Contractor's Additional Insured Endorsement

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured.

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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CNA74857XX (1-15)

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CONTINENTAL CASUALTY COMPANY

Insured Name: SCHOLTEN ROOFING, INC.

Policy No: 1029044214

Endorsement No: 6

Effective Date: 05/01/2020

**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:
ANY PERSON OR ORGANIZATION WHOM THE NAMED INSURED HAS AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO WAIVE SUCH RIGHTS OF RECOVERY, BUT ONLY IF SUCH CONTRACT OR AGREEMENT:
1. IS IN EFFECT OR BECOMES EFFECTIVE DURING THE TERM OF THIS COVERAGE PART; AND 2. WAS EXECUTED PRIOR TO THE BODILY INJURY, PROPERTY DAMAGE OR PERSONAL AND ADVERTISING INJURY GIVING RISE TO THE CLAIM.

(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.

CNA75008XX (10-16)
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CONTINENTAL CASUALTY COMPANY
Insured Name: SCHOLTEN ROOFING, INC.

Policy No: 1029044214
Endorsement No: 10
Effective Date: 05/01/2020





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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. The **WHO IS AN INSURED** section is amended to add as an **Insured** any person or organization whom the **Named Insured** is required by **written contract** to add as an additional insured on this **Coverage Part**; including any such person or organization, if any, specifically set forth on the Schedule attachment to this endorsement. However, such person or organization is an **Insured** only with respect to such person or organization's liability for:
 - A. **bodily injury, property damage, or personal and advertising injury** to the extent caused by:
 1. the **Named Insured's** acts or omissions; or
 2. the acts or omissions of those acting on the **Named Insured's** behalf,in the performance of the **Named Insured's** ongoing operations specified in the **written contract**; or
 - B. **bodily injury or property damage** to the extent caused by **your work** specified in the **written contract** and included in the **products-completed operations hazard**, and only if
 1. the **written contract** requires the **Named Insured** to provide the additional insured such coverage; and
 2. this coverage part provides such coverage.
- II. 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**.
- III. 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. acts or omissions of the additional insured, or of anyone acting on the additional insured's behalf; or
 - B. 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
 - C. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- IV. Notwithstanding anything to the contrary in the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance**, this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. However, if this insurance is required by **written contract** to be primary and non-contributory, this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.
- V. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:





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

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. except as provided in Paragraph IV. of this endorsement, agree to make available any other insurance the additional insured has for any loss covered under this **coverage part**;
3. 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
4. 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 4 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.

- VI. 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 the **Named Insured** 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.

NON-COLLUSION AFFIDAVIT

STATE OF WASHINGTON

COUNTY OF Lewis County

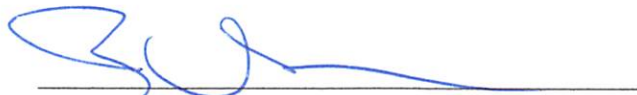
The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a proposal to LEWIS COUNTY for consideration in the award of a contract on the improvement described as follows:

185 NW Chehalis Ave. Roof Replacement # 31-1909

Further, that this bid is not a sham or collusion, and in no respect or degree is the bid made in the interest or on behalf of any person, firm, or corporation not named in the Proposal containing such bid.

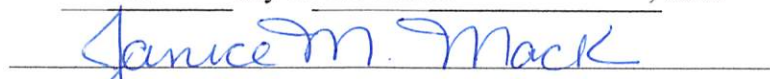
(CORPORATE SEAL)

Name of Firm Scholten Roofing, Inc.


Signature of Authorized Member

SWORN to before me this 18th day of November, 2020

(SEAL)


Notary Public in and for the State of Washington

Residing at: Ferndale, WA 98248

My Commission Expires: March 09, 2024



NON-COMMUNIST ASSOCIATION

STATE OF WASHINGTON

CHAPTER 107 OF 1971

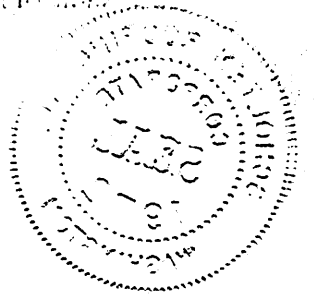
The Commission hereby certifies that the person named in the certificate is not a member of the Communist Party of the United States of America, nor is he or she a member of any other organization which is known to the Commission to be a Communist front organization. The Commission further certifies that the person named in the certificate is not a member of the Communist Party of the United States of America, nor is he or she a member of any other organization which is known to the Commission to be a Communist front organization.

1971-12-13

Further, that the person named in the certificate is not a member of the Communist Party of the United States of America, nor is he or she a member of any other organization which is known to the Commission to be a Communist front organization.

1971-12-13

Commissioner of the State of Washington



1971-12-13

Commissioner of the State of Washington

