



AGENDA REPORT

Meeting Date: May 18, 2015
Item Number: D-15
To: Honorable Mayor & City Council
From: Noel Marquis, Assistant Director of Administrative Services - Finance
Subject: **APPROVALS RELATED TO VARIOUS CITY PURCHASING AND BUDGET TRANSACTIONS AS DESCRIBED HEREIN**
Attachments: 1. Agreement
2. Amendment

ITEM A. AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND MCMURRAY STERN, INC. FOR PURCHASE AND INSTALLATION OF HIGH-DENSITY MOBILE SHELVING; AND
AUTHORIZE A PURCHASE ORDER FOR THIS SHELVING IN AN AMOUNT NOT TO EXCEED \$70,000

RECOMMENDATION

Staff recommends that the City Council move to approve an agreement between the City of Beverly Hills and McMurray Stern, Inc. for the purchase and installation of high-density mobile shelving, and the issuance of a purchase order to McMurray Stern in an amount not to exceed \$70,000.

INTRODUCTION

The Property and Evidence Unit is responsible for the intake, storage and disposal of all property received by the Beverly Hills Police Department to be held as evidence, found property or stored for safekeeping. In Fiscal Year 2013-2014, the Property and Evidence Unit processed almost 8,000 items of property and evidence.

DISCUSSION

Changing laws governing DNA evidence retention and the need to maintain custody of large amounts of evidence for longer periods of time while cases proceed through the criminal justice system are causing current storage areas in the Police Department to reach capacity. New high density shelving would increase storage capacity in existing Property and Evidence storage areas by 59%.

McMurray Stern, Inc. has provided pricing for the goods and services associated with this agreement based on California Multiple Award Schedule Contract CSA#4-14-71-0021F. The Beverly Hills Municipal code section 3-2-205 C asserts purchases of supplies, equipment or services where competitive bid procedures have already been utilized, such as purchases from

federal, state or county governments, including, state of California agencies, counties, cities, joint power agencies, special districts, and nonprofit agencies whose main purpose is to assist cities or other public entities. CSA represents such a competitive bid process and is therefore acceptable in lieu of a separate bid process.

FISCAL IMPACT

Funds for this purchase have been appropriated from the Equipment Replacement Fund (Fund 400) and the Seized and Forfeited Property Fund (Fund 320) and are available in the Police Department's FY14/15 budget.

ITEM B. AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND HOWARD ROOFING CO., INC. FOR REROOFING OF 239 S. BEVERLY DRIVE; AND

APPROVAL OF A CHANGE PURCHASE ORDER IN THE AMOUNT OF \$27,600 FOR A NOT TO EXCEED AMOUNT OF \$58,794 TO HOWARD ROOFING CO., INC. FOR THE REROOFING

RECOMMENDATION

It is recommended that City Council approve Amendment No. 1 with Howard Roofing Co., Inc. for reroofing of 239 S. Beverly Drive and approve the change purchase order in an amount not to exceed \$58,794.

INTRODUCTION

The City currently has an agreement and purchase order with Howard Roofing Co., Inc. for the installation of a hot tar roofing system at the 239 S. Beverly Drive building. This Amendment No. 1 adds \$27,600 to the total funding to allow a change in the roofing method from a hot tar method to a cold applied polyester reinforced cool roof system.

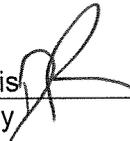
DISCUSSION

The work described is at the former Chamber of Commerce building which the City purchased in 2010. AT&T leased space from the Chamber in the building and on the roof and that lease was transferred to the City with the purchase. The City has a current agreement with Howard Roofing for the hot method, which we have determined is not an applicable approach given the prior existence of the AT&T equipment and tenancy. The change in roofing method is required to prevent damage to the AT&T antennas and equipment that is currently installed on the roof. The original agreement in the amount of \$31,194 included Landlord's portion of the reroofing utilizing the hot method which is more typically used and is less expensive. When it was determined that the AT&T equipment could not withstand the temperatures created by the hot method the more expensive cold method was investigated, and the contract change amount was negotiated. The \$27,600 pricing increase represents the delta between the two methods.

FISCAL IMPACT

The total contract price is not to exceed \$58,794 and funds have been budgeted and are available for this purpose.

Noel Marquis
Approved By



Attachment 1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND MCMURRAY STERN, INC. FOR PURCHASE AND
INSTALLATION OF HIGH-DENSITY MOBILE SHELVING

NAME OF CONTRACTOR: McMurray Stern, Inc.

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Randy Hacker, Senior Design Consultant

CONTRACTOR'S ADDRESS: 15511 Carmenita Road
Santa Fe Springs, CA 90670
Attention: Randy Hacker, Senior Design Consultant

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: David Snowden, Chief Of Police

COMMENCEMENT DATE: June 15, 2015

TERMINATION DATE: August 31, 2015

CONSIDERATION: Not to exceed \$ 70,000.00 (including tax, freight charges
and union labor) as further described in Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
MCMURRAY STERN, INC. FOR PURCHASE AND
INSTALLATION OF HIGH-DENSITY MOBILE SHELVING

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and McMurray Stern, Inc. (hereinafter called "CONTRACTOR").

RECITALS

A. CITY desires to have certain services and/or goods provided as set forth in Exhibit A (the "Scope of Work"), attached hereto and incorporated herein.

B. CONTRACTOR represents that it is qualified and able to perform the Scope of Works.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONTRACTOR's Scope of Work. CONTRACTOR shall perform the Scope of Work described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. CITY shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by CONTRACTOR must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 2. Time of Performance. CONTRACTOR shall commence its services under this Agreement upon the Commencement Date or upon a receipt of a written notice to proceed from CITY. CONTRACTOR shall complete the performance of services by the Termination Date set forth above and/or in conformance with the project timeline established by the City Manager or his designee.

Section 3. Compensation.

(a) Compensation. CITY agrees to compensate CONTRACTOR for the services and/or goods provides under this Agreement, and CONTRACTOR agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein.

(b) Expenses. The amount set forth in paragraph (a) shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement (including, but not limited to, all labor, materials, delivery, tax, assembly, and installation, as applicable). There shall be no claims for additional compensation for reimbursable expenses.

(c) Additional Services. CITY may from time to time require CONTRACTOR to perform additional services not included in the Scope of Services. Such requests for additional services shall be made by CITY in writing and agreed upon by both parties in writing.

Section 4. Method of Payment. CITY shall pay CONTRACTOR said Consideration in accordance with the method and schedule of payment set forth in Exhibit B.

Section 5. Independent Contractor. CONTRACTOR is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 6. Assignment. This Agreement shall not be assigned in whole or in part, by CONTRACTOR without the prior written approval of CITY. Any attempt by CONTRACTOR to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Responsible Principal(s).

(a) CONTRACTOR's Responsible Principal set forth above shall be principally responsible for CONTRACTOR's obligations under this Agreement and shall serve as principal liaison between CITY and CONTRACTOR. Designation of another Responsible Principal by CONTRACTOR shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 8. Personnel. CONTRACTOR represents that it has, or shall secure at its own expense, all personnel required to perform CONTRACTOR's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 9. Permits and Licenses. CONTRACTOR shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license and Contractors State license.

Section 10. Interests of CONTRACTOR. CONTRACTOR affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONTRACTOR.

Section 11. Insurance.

(a) CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONTRACTOR.

(2) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars

(\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONTRACTOR in performing the Scope of Work required by this Agreement.

(3) Workers' compensation insurance as required by the State of California.

(b) CONTRACTOR shall require each of its sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(d) CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR's expense, the premium thereon.

(e) At all times during the term of this Agreement, CONTRACTOR shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. CONTRACTOR shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general and auto liability insurance shall contain an endorsement naming the CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(f) The insurance provided by CONTRACTOR shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(g) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

Section 12. Indemnification. CONTRACTOR agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR or any person employed by CONTRACTOR in the performance of this Agreement.

Section 13. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to CONTRACTOR. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONTRACTOR, CONTRACTOR shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement. CONTRACTOR shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 14. CITY's Responsibility. CITY shall provide CONTRACTOR with all pertinent data, documents, and other requested information as is available for the proper performance of CONTRACTOR's Scope of Work.

Section 15. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONTRACTOR and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 16. Records and Inspections. CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of 3 years. City shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make copies and transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

Section 17. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 18. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 19. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONTRACTOR.

Section 20. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 21. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 22. CITY Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

Section 23. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

Section 24. Counterpart Originals. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

EXECUTED the _____ day of _____ 201____, at Beverly Hills, California.

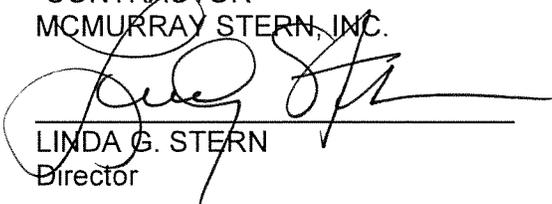
"CITY"
CITY OF BEVERLY HILLS
A Municipal Corporation

JULIAN A. GOLD, M.D.
Mayor of the City of Beverly Hills, California

ATTEST

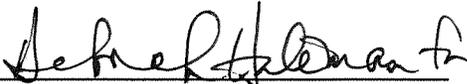
BYRON POPE
City Clerk

"CONTRACTOR"
MCMURRAY STERN, INC.



LINDA G. STERN
Director

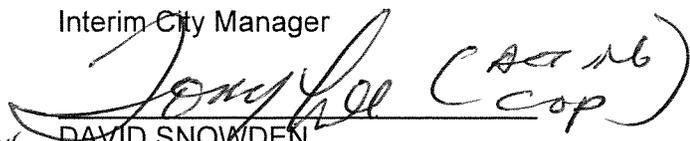
APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT

MAHDI ALUZRI
Interim City Manager



for DAVID SNOWDEN
Chief of Police



KARL KIRKMAN
Risk Manager

EXHIBIT A
SCOPE OF WORK

CONTRACTOR shall perform the following services:

A. Evidence-FD Room

CONTRACTOR shall deliver and install a Spacesaver mechanical assist high-density mobile shelving system (or "shelving system") in CITY's Evidence-FD Room.

The mobile storage system shall have three (3) double movable carriages 15' long x 26"/30" deep x 81" high and one (1) stationary platform 15' long x 30" deep x 81" high.

The shelving shall be Spacesaver's case style shelving. This double walled/case style shelving shall have 6 shelf openings and accommodate large FD envelopes. The double walled/case style shelving shall prohibit the containers from falling behind the upright post.

Four storage drawers are included. (4 @ 6" high x 36" wide x 15" deep)

The shelving system shall provide a storage capacity of 7,507 lineal filing inches.

One section of 4 post shelving shall be provided to binder storage. This section shall be 95.75" high x 12" deep x 36" wide.

One worktable 71" wide x 24" deep x 26"-36" high with overhead cabinets is included near the service window area. Two grommets are included on the work surface along with one pencil drawer.

The system shall have three (3) anti-tip steel rails that are laser leveled to the high point of the floor, grouted and anchored for seismic stability. CONTRACTOR shall then install 1" thick fire-retardant plywood floor and ADA steel ramp.

Decorative laminate end panels shall be included with the shelving system.

Floor covering material and installation shall be included in the shelving system area only.

B. Bulk Property Room

CONTRACTOR shall deliver and install a Spacesaver mechanical assist high-density mobile shelving system in CITY's Bulk Property Room.

The mobile storage system shall have four (4) double movable carriages 4' long x 48" deep x 100" high and one (1) stationary platform 4' long x 24" deep x 100" high.

The shelving shall be Clip style shelving. The shelving shall have 6/7 shelf openings and accommodate 3 boxes per shelf opening.

The shelving system shall provide a storage capacity of 162 boxes.

The shelving system shall have two (2) anti-tip steel rails that are laser leveled to the high point of the floor, grouted and anchored for seismic stability. CONTRACTOR shall install 1" thick fire-retardant plywood floor and an ADA-compliant steel ramp.

Decorative laminate end panels shall be included with the shelving system.

Floor covering material and installation of the shelving system shall be included in the shelving system area only.

Schedule of work:

The delivery and installation of the shelving system shall take approximately (2) weeks to complete.

A written timeline shall be provided to CITY when work shall be commenced and completed.

C. Analyze existing 2nd floor framing for proposed new compact file system

1. Provide structural calculations
2. Review as-built drawings
3. Submit written report of findings.
4. Provide additional steel anchoring rail plates and steel angles, if needed.

Miscellaneous

- Fire & Life Safety Items included: Seismic Shear Panels included, which provide added structural strength in the direction parallel to the aisle. Shelving without seismic shear panels is more likely to collapse during an earthquake.
- Seismic lateral shear panels are included and provide added structural strength in the lateral direction. Shelving without seismic lateral shear panels is more likely to fail during an earthquake.
- Fire Retardant Plywood Sub Floor with Fire Blocks and Draft Stops are included and are required to meet 1997 UBC / 1998 CBC Section 708.2.1#6.

Standard Items included:

- Materials shall be unloaded, inspected and staged for delivery to jobsite.
- Materials shall be delivered to the jobsite as needed to minimize disruption of operations and to avoid "Trade Stacking".
- Installation crews shall be uniformed, factory-trained and bonded CONTRACTOR employees. After-hours installation is available at no extra charge.
- Removal of all debris and clean-up

- Upon completion of installation, all packing materials and other debris shall be removed from the jobsite and hauled away.
- Warranty & 1-year scheduled maintenance included
- User training on system operation
- Unlimited training to all potential users to insure safe and efficient system operation. Training on basic trouble-shooting and remedial maintenance techniques is also provided to CITY's assigned maintenance personnel.

D. Warranty

CONTRACTOR shall provide a warranty as detailed in Attachment 1, attached hereto and incorporated herein.

ATTACHMENT 1

Spacesaver

STATEMENT OF WARRANTY

Spacesaver has an emphasis on customer satisfaction and continuous improvement. The statement of warranty is our continued commitment that Spacesaver is dedicated to serving our customers.

LIFETIME LIMITED WARRANTY

Subject to the conditions stated below, Spacesaver Corporation ("Spacesaver") warrants to the original purchaser exclusively that the shelving and mobile carriages ("structural frames") manufactured by it will be free from defects in materials and workmanship for the lifetime of the structural frames. For the purposes of this warranty, structural frames shall be deemed to exclude all moving parts, controls and guides that have immediate contact with any moving parts.

10-YEAR LIMITED WARRANTY

Spacesaver also warrants that all carriage drive motors*, shall be free from defects in materials and workmanship for ten (10) years from the date of the customer's written acceptance of installation. During the 10-year warranty period, all parts are included at no cost for 10 years. Labor is included at no cost during the first year of the 10-year warranty period. After the first year, all labor will be charged at the current rate.

5-YEAR LIMITED WARRANTY

Spacesaver also warrants that all equipment, other than structural frames and carriage drive motors*, shall be free from defects in materials and workmanship for five (5) years from the date of the customer's written acceptance of installation. During the 5-year warranty period, all parts are included at no cost for 5 years. Labor is included at no cost during the first year of the 5-year warranty period. After the first year all labor will be charged at the current rate.

*Eclipse™ Powered Systems and Wheelhouse™ High-Density Mobile Storage Systems only. Refer to Warranty for Mobile Rack Systems.

If any warranted equipment shall be proved to Spacesaver's satisfaction to be defective, such equipment shall be repaired or replaced at the option of Spacesaver. All warranty service for any equipment manufactured by Spacesaver must be performed by an authorized Spacesaver factory representative. This warranty shall be void if any portion of the purchase price shall be due but unpaid in accordance with the terms pursuant to which the equipment was sold. This warranty shall not apply to equipment repaired by any party other than an authorized Spacesaver factory representative or to defects or damage caused by (a) acts of God or other circumstances beyond Spacesaver's control, (b) improper installation (unless installation was by authorized factory installer), (c) improper electrical supply or environmental conditions, (d) improper operation, maintenance or storage, or (e) other than normal use or service. **EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH ABOVE, SPACESAVER MAKES NO WARRANTIES, IMPLIED OR OTHERWISE, AND SPACESAVER SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

LIMITATION OF LIABILITY

Repair or replacement of any defective equipment, or refund of the purchase price paid by the customer in the event Spacesaver determines such equipment cannot be repaired or replaced, shall be the customer's exclusive remedy for breach of the warranty for product defects, however caused, and in no case shall Spacesaver be liable for incidental, consequential, special or other damages, or loss of profits or revenues whether as a result of breach of contract or warranty, Spacesaver's negligence, or otherwise. Spacesaver shall have no liability for any advice or assistance rendered by any party outside the scope of Spacesaver's written specifications for the manufacture, operation or maintenance of the warranted equipment. Original installation must be performed by Spacesaver trained and certified installers.

WARRANTY / SUMMARY

The warranty applies only to Spacesaver products acquired directly from Spacesaver Corporation or from Authorized Spacesaver Area Contractors, Distributors and Dealers.

The warranty does not apply to any product which has been subject to misuse, negligence, or accident; has been damaged in shipment, storage, or installation; has been misapplied, has been modified or repaired by unauthorized persons or has been repaired with non-standard Spacesaver replacement parts. This warranty specifically excludes claims for indirect, incidental, or consequential damages arising in any way from a product defect. This warranty is exclusive, and exists in lieu of all other warranties, either expressed or implied.

This warranty gives you specific legal rights; you may also have other rights, which may vary from state to state. To obtain warranty service, contact your Spacesaver Selling Dealer. You must make a written claim. Provide a copy of your purchase record and a written description of the warranty problem with your claim. If you are unable to contact your Dealer, contact: Spacesaver Corporation, Customer Service Manager, 1450 Janesville Ave., Fort Atkinson, WI 53538, (920-563-6362) Contact Info: Any questions or issues related to this document please contact your Customer Service Coordinator.

Page 1



Storage Solved®

Spacesaver Corporation is a division of KI

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STATEMENT OF WARRANTY

Mobile Rack Systems

Spacesaver has an emphasis on customer satisfaction and continuous improvement. The statement of warranty is our continued commitment that Spacesaver is dedicated to serving our customers.

LIFETIME LIMITED WARRANTY

Subject to the conditions stated below, Spacesaver Corporation ("Spacesaver") warrants to the original purchaser exclusively that the mobile carriages ("structural frames") manufactured by it will be free from defects in materials and workmanship for the lifetime of the structural frames. For the purposes of this warranty, structural frames shall be deemed to exclude all moving parts, controls and guides that have immediate contact with any moving parts.

5-YEAR LIMITED WARRANTY

Spacesaver also warrants that all equipment, other than structural frames shall be free from defects in materials and workmanship for five (5) years from the date of the customer's written acceptance of installation. During the 5-year warranty period, all parts are included at no cost for 5 years. Labor is included at no cost during the first year of the 5-year warranty period. After the first year all labor will be charged at the current rate.

If any warranted equipment shall be proved to Spacesaver's satisfaction to be defective, such equipment shall be repaired or replaced at the option of Spacesaver. All warranty service for any equipment manufactured by Spacesaver must be performed by an authorized Spacesaver factory representative. This warranty shall be void if any portion of the purchase price shall be due but unpaid in accordance with the terms pursuant to which the equipment was sold. This warranty shall not apply to equipment repaired by any party other than an authorized Spacesaver factory representative or to defects or damage caused by (a) acts of God or other circumstances beyond Spacesaver's control, (b) improper installation (unless installation was by authorized factory installer), (c) improper electrical supply or environmental conditions, (d) improper operation, maintenance or storage, or (e) other than normal use or service. **EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH ABOVE, SPACESAVER MAKES NO WARRANTIES, IMPLIED OR OTHERWISE, AND SPACESAVER SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

LIMITATION OF LIABILITY

Repair or replacement of any defective equipment, or refund of the purchase price paid by the customer in the event Spacesaver determines such equipment cannot be repaired or replaced, shall be the customer's exclusive remedy for breach of the warranty for product defects, however caused, and in no case shall Spacesaver be liable for incidental, consequential, special or other damages, or loss of profits or revenues whether as a result of breach of contract or warranty, Spacesaver's negligence, or otherwise. Spacesaver shall have no liability for any advice or assistance rendered by any party outside the scope of Spacesaver's written specifications for the manufacture, operation or maintenance of the warranted equipment. Original installation must be performed by Spacesaver trained and certified installers.

WARRANTY / SUMMARY

The warranty applies only to Spacesaver products acquired directly from Spacesaver Corporation or from Authorized Spacesaver Area Contractors, Distributors and Dealers.

The warranty does not apply to any product which has been subject to misuse, negligence, or accident; has been damaged in shipment, storage, or installation; has been misapplied, has been modified or repaired by unauthorized persons or has been repaired with non-standard Spacesaver replacement parts. This warranty specifically excludes claims for indirect, incidental, or consequential damages arising in any way from a product defect. This warranty is exclusive, and exists in lieu of all other warranties, either expressed or implied.

This warranty gives you specific legal rights; you may also have other rights, which may vary from state to state. To obtain warranty service, contact your Spacesaver Selling Dealer. You must make a written claim. Provide a copy of your purchase record and a written description of the warranty problem with your claim. If you are unable to contact your Dealer, contact: Spacesaver Corporation, Customer Service Manager, 1450 Janesville Ave., Fort Atkinson, WI 53538, (920-563-6362) Contact Info: Any questions or issues related to this document please contact your Customer Service Coordinator.



STATEMENT OF WARRANTY

Rotary Storage

Spacesaver has an emphasis on customer satisfaction and continuous improvement. The statement of warranty is our continued commitment that Spacesaver is dedicated to serving our customers.

LIFETIME LIMITED WARRANTY

In addition to the above, Spacesaver Corporation warrants that the rotation surfaces of each Spacesaver Rotary Storage cabinet will last a Lifetime. Lifetime is defined as "for as long as you own" your cabinet. If any rotation surface is determined by Spacesaver to be defective in materials and workmanship during the warranty period then the necessary part or component will be replaced, freight included, labor being excluded.

10-YEAR LIMITED WARRANTY

In addition to the above, Spacesaver Corporation warrants that all Spacesaver Rotary Storage mechanical or structural parts and components of each assembled base will be free from defects in materials and workmanship for a period of ten years following the shipment date. If any covered part or component of any assembled base is determined by Spacesaver to be defective during this time period then that part or component will be repaired or replaced without charge, including freight, labor being excluded.

5-YEAR LIMITED WARRANTY

Spacesaver Corporation warrants that all Spacesaver Rotary Storage mechanical or structural parts and components will be free from defects in materials and workmanship for a period of five years following the shipment date. If any covered part or component is determined by Spacesaver to be defective during this time period then that part or component will be repaired or replaced without charge, freight and labor included.

WARRANTY PROVISIONS

Each of the above Warranty Statements applies to the original purchaser of the product provided that Spacesaver, or an authorized Spacesaver Area Contractor, is notified in writing that a problem exists and either Spacesaver or an authorized Spacesaver Area Contractor performs the repair or replacement.

Spacesaver Corporation's responsibility under this warranty is limited to the repair or replacement of said parts or components provided that they are still in the possession of the original owner and that they are operating under normal usage and are properly maintained as determined by Spacesaver. Equipment damaged by exposure to corrosive or abrasive substances, misuse, neglect, alterations, accident, abuse, damage by fire, flood or other similar causality are excluded from this and all other warranty provisions. Further, labor expenses not directly related to the repair or replacement or said parts or components are specifically excluded from this warranty.

These Warranty Statements and Warranty Provisions are the complete warranty provisions for Spacesaver Rotary Storage cabinets. These Warranty Statements and Warranty provisions are in lieu of all other warranties, expressed or implied. No course of prior dealings with Spacesaver Corporation, Authorized Area Contractors, or trade usage shall be relevant to supplement or explain any item or term.

WARRANTY / SUMMARY

The warranty applies only to Spacesaver products acquired directly from Spacesaver Corporation or from Authorized Spacesaver Area Contractors, Distributors and Dealers.

The warranty does not apply to any product which has been subject to misuse, negligence, or accident; has been damaged in shipment, storage, or installation; has been misapplied, has been modified or repaired by unauthorized persons or has been repaired with non-standard Spacesaver replacement parts. This warranty specifically excludes claims for indirect, incidental, or consequential damages arising in any way from a product defect. This warranty is exclusive, and exists in lieu of all other warranties, either expressed or implied.

This warranty gives you specific legal rights; you may also have other rights, which may vary from state to state. To obtain warranty service, contact your Spacesaver Selling Dealer. You must make a written claim. Provide a copy of your purchase record and a written description of the warranty problem with your claim. If you are unable to contact your Dealer, contact: Spacesaver Corporation, Customer Service Manager, 1450 Janesville Ave., Fort Atkinson, WI 53538. (920-563-6362) Contact Info: Any questions or issues related to this document please contact your Customer Service Coordinator.



STATEMENT OF WARRANTY

Activestor®

Spacesaver has an emphasis on customer satisfaction and continuous improvement. The statement of warranty is our continued commitment that Spacesaver is dedicated to serving our customers.

LIFETIME LIMITED WARRANTY

This Spacesaver warranty is given to the initial purchaser and is valid as long as the initial purchaser owns the product. The warranty, which runs from the date of shipment, covers defects in materials and craftsmanship found during normal usage of the product during the warranty period. If the product is defective, and if written notice of the defect is given to Spacesaver within the applicable warranty period, Spacesaver, at its option, will either repair or replace the defective product with a comparable component or product. This Lifetime Warranty is applicable to all Spacesaver ActiveStor® products except as listed below.

10-YEAR LIMITED WARRANTY

This Spacesaver warranty is given to the initial purchaser and is valid as long as the initial purchaser owns the product. The warranty, which runs from the date of shipment, covers defects in materials and craftsmanship found during normal usage of the product during the warranty period. If the product is defective, and if written notice of the defect is given to Spacesaver within the applicable warranty period, Spacesaver, at its option, will either repair or replace the defective product with a comparable component or product. This 10-Year Warranty is applicable to all Lateral File drawer slides.

WARRANTY PROVISIONS

Warranty does not apply to damage caused by a carrier, or alteration to the product not expressly authorized by Spacesaver. It also does not apply to "Customer's Own Goods/Material" (i.e., goods/material specified by the customer that is not standard Spacesaver product offering) used in the manufacture of, or in conjunction with, Spacesaver products. Spacesaver does not warrant the matching of color, grain, or texture except to within commercially accepted standards. A product will not be considered defective and Spacesaver will not be obligated to replace it, if that product is subject to any of Spacesaver's written planning, installation or user guides, and is not installed or used as recommended therein.

WARRANTY / SUMMARY

The warranty applies only to Spacesaver products acquired directly from Spacesaver Corporation or from Authorized Spacesaver Area Contractors, Distributors and Dealers.

The warranty does not apply to any product which has been subject to misuse, negligence, or accident; has been damaged in shipment, storage, or installation; has been misapplied, has been modified or repaired by unauthorized persons or has been repaired with non-standard Spacesaver replacement parts. This warranty specifically excludes claims for indirect, incidental, or consequential damages arising in any way from a product defect. This warranty is exclusive, and exists in lieu of all other warranties, either expressed or implied.

This warranty gives you specific legal rights; you may also have other rights, which may vary from state to state. To obtain warranty service, contact your Spacesaver Selling Dealer. You must make a written claim. Provide a copy of your purchase record and a written description of the warranty problem with your claim. If you are unable to contact your Dealer, contact: Spacesaver Corporation, Customer Service Manager, 1450 Janesville Ave., Fort Atkinson, WI 53538. (920-563-6362) Contact Info: Any questions or issues related to this document please contact your Customer Service Coordinator.



STATEMENT OF WARRANTY

Weapon Racks, Firearm Storage, Evidence Lockers & Personal Duty Lockers

Spacesaver has an emphasis on customer satisfaction and continuous improvement. The statement of warranty is our continued commitment that Spacesaver is dedicated to serving our customers.

LIFETIME LIMITED WARRANTY

Subject to the conditions stated below, Spacesaver Corporation ("Spacesaver") warrants to the original purchaser exclusively that the cabinets ("structural frames") manufactured by it will be free from defects in materials and workmanship for the lifetime of the structural frames. For the purposes of this warranty, structural frames shall be deemed to exclude all moving parts (doors, slides, hinges, and lock mechanism), removable accessories, vinyl coating, electronics and refrigeration equipment.

1-YEAR LIMITED WARRANTY

Spacesaver also warrants that all refrigeration units, shall be free from defects in materials and workmanship for one (1) year from the date of the customer's written acceptance of installation. During the 1-year warranty period, all parts are included at no cost for 1 years. Labor is included at no cost during the first year of the 1-year warranty period. After the first year of the 1-year warranty, all labor will be charged at the current rate.

5-YEAR LIMITED WARRANTY

Spacesaver also warrants that all equipment, other than structural frames and refrigeration units, shall be free from defects in materials and workmanship for five (5) years from the date of the customer's written acceptance of installation. During the 5-year warranty period, all parts are included at no cost for 5 years. Labor is included at no cost during the first year of the 5-year warranty period. After the first year of the 5-year warranty, all labor will be charged at the current rate.

Spacesaver also warrants that all electronics associated with a ControlLoc™ Technology installation, shall be free from defects in materials and workmanship for five (5) years from the date of the customer's written acceptance of installation or 30 days after shipment. Limited warranty specific to ControlLoc electronics is conditioned upon the end user "activating" their warranty at www.spacesaver.com. During the 5-year warranty period, all parts are included at no cost for 5 years. Labor is included at no cost during the first year of the 5-year warranty period. After the first year of the 5-year warranty, all labor will be charged at the current rate.

If any warranted equipment shall be proved to Spacesaver's satisfaction to be defective, such equipment shall be repaired or replaced at the option of Spacesaver. All warranty service for any equipment manufactured by Spacesaver must be performed by an authorized Spacesaver factory representative. This warranty shall be void if any portion of the purchase price shall be due but unpaid in accordance with the terms pursuant to which the equipment was sold. This warranty shall not apply to equipment repaired by any party other than an authorized Spacesaver factory representative or to defects or damage caused by (a) acts of God or other circumstances beyond Spacesaver's control, (b) improper installation (unless installation was by authorized factory installer), (c) improper environmental conditions, (d) improper operation, maintenance or storage, or (e) other than normal use or service. **EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH ABOVE, SPACESAVER MAKES NO WARRANTIES, IMPLIED OR OTHERWISE, AND SPACESAVER SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

LIMITATION OF LIABILITY

Repair or replacement of any defective equipment, or refund of the purchase price paid by the customer in the event Spacesaver determines such equipment cannot be repaired or replaced, shall be the customer's exclusive remedy for breach of the warranty for product defects, however caused, and in no case shall Spacesaver be liable for incidental, consequential, special or other damages, or loss of profits or revenues whether as a result of breach of contract or warranty, Spacesaver's negligence, or otherwise. Spacesaver shall have no liability for any advice or assistance rendered by any party outside the scope of Spacesaver's written specifications for the manufacture, operation or maintenance of the warranted equipment.



STATEMENT OF WARRANTY

ActivRAC® Mobile Systems

Spacesaver has an emphasis on customer satisfaction and continuous improvement. The statement of warranty is our continued commitment that Spacesaver is dedicated to serving our customers.

1-YEAR LIMITED WARRANTY

Spacesaver also warrants that all equipment, other than structural frames shall be free from defects in materials and workmanship for one (1) year from the date of the customer's written acceptance of installation. During the 1-year warranty period, all parts are included at no cost for 1 year. Labor is included at no cost during the first year of the warranty period. After the first year all labor will be charged at the current rate. If any warranted equipment shall be proven to Spacesaver's satisfaction to be defective, such equipment shall be repaired or replaced at the option of Spacesaver. All warranty service for any equipment manufactured by Spacesaver must be performed by an authorized Spacesaver factory representative. This warranty shall be void if any portion of the purchase price shall be due but unpaid in accordance with the terms pursuant to which the equipment was sold. This warranty shall not apply to equipment repaired by any party other than an authorized Spacesaver factory representative or to defects or damage caused by (a) acts of God or other circumstances beyond Spacesaver's control, (b) improper installation (unless installation was by authorized factory installer), (c) improper electrical supply or environmental conditions, (d) improper operation, maintenance or storage, or (e) other than normal use or service. **EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH ABOVE, SPACESAVER MAKES NO WARRANTIES, IMPLIED OR OTHERWISE, AND SPACESAVER SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

5-YEAR MOTOR WARRANTY

Spacesaver also warrants that all carriage drive motors, shall be free from defects in materials and workmanship for five (5) years from the date of the customer's written acceptance of installation. During the 5-year warranty period, all parts and labor are included at no cost for 5 years.

Repair or replacement of any defective equipment, or refund of the purchase price paid by the customer in the event Spacesaver determines such equipment cannot be repaired or replaced, shall be the customer's exclusive remedy for breach of the warranty for product defects, however caused, and in no case shall Spacesaver be liable for incidental, consequential, special or other damages, or loss of profits or revenues whether as a result of breach of contract or warranty, Spacesaver's negligence, or otherwise. Spacesaver shall have no liability for any advice or assistance rendered by any party outside the scope of Spacesaver's written specifications for the manufacture, operation or maintenance of the warranted equipment. Original installation must be performed by Spacesaver trained and certified installers.

WARRANTY / SUMMARY

The warranty applies only to Spacesaver products acquired directly from Spacesaver Corporation or from Authorized Spacesaver Area Contractors, Distributors and Dealers.

The warranty does not apply to any product which has been subject to misuse, negligence, or accident; has been damaged in shipment, storage, or installation; has been misapplied, has been modified or repaired by unauthorized persons or has been repaired with non-standard Spacesaver replacement parts. This warranty specifically excludes claims for indirect, incidental, or consequential damages arising in any way from a product defect. This warranty is exclusive, and exists in lieu of all other warranties, either expressed or implied.

This warranty gives you specific legal rights; you may also have other rights, which may vary from state to state. To obtain warranty service, contact your Spacesaver Selling Dealer. You must make a written claim. Provide a copy of your purchase record and a written description of the warranty problem with your claim. If you are unable to contact your Dealer, contact: Spacesaver Corporation, Customer Service Manager, 1450 Janesville Ave., Fort Atkinson, WI 53538. (920-563-6362) Contact Info: Any questions or issues related to this document please contact your Customer Service Coordinator.



EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

A. CITY shall compensate CONTRACTOR for the purchase and installation of the shelving system as described in Exhibit A in an amount not to exceed Sixty-Eight Thousand Ten Dollars (\$68,010), including tax, freight charges and union labor as follows: (1) \$63,260 for the rolling compact file system; (2) \$3,750 to analyze existing 2nd floor framing for anchoring new compact filing system; (3) not to exceed \$1,000 estimated costs for additional steel anchoring rail plates and steel angles, if needed; and (4) not to exceed a \$1,990 contingency for unanticipated additional services outside the scope of work if requested by CITY in writing.

B. Payment Terms:

- 40% due at time of execution of CITY authorized purchase order.
- 30% due prior to start of installation
- 30% due upon job completion

C. Method of Payment: CONTRACTOR shall submit an itemized statement to CITY for its services performed on a form approved by CITY, which shall include documentation setting forth in detail a description of the services rendered, hours of service, and reimbursable expenses. CITY shall pay CONTRACTOR the undisputed amount of such billing within thirty (30) days receipt of the same.

EXHIBIT C

CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below :

NAMED INSURED

COMPANIES AFFORDING COVERAGE

ADDRESS

- A.
- B.
- C.

COMPANY (A.B.C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKER'S COMPENSATION					

It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company will give 30 days' written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance 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.

DATE : _____ BY : _____

 Authorized Insurance Representative

AGENCY : _____ TITLE : _____
 _____ Address : _____



CITY OF BEVERLY HILLS BUSINESS TAX CERTIFICATE 2015

455 N. Rexford Dr.
Beverly Hills, CA 90210

I	Business Address	Business Information
S	MCMURRAY STERN	Account ID: B0117285
S	15511 CARMENITA ROAD	Business Start Date: 09/01/1999
U	SANTA FE SPRINGS, CA 90670	Class Code: 7344
E	Mailing Address	Type of Business: SERV CONTRACTOR-INSTALL/MAINT/
D	MCMURRAY STERN	Registrant: MATT DENBURG/LINDA STERN
T	15511 CARMENITA ROAD	
O	SANTA FE SPRINGS, CA 90670	

EXPIRES 12/31/15

This tax certificate confirms that the above referenced business has filed the required tax registration with the City of Beverly Hills and paid all required taxes and other lawful charges. This certificate does not authorize the business to engage in any activity or to maintain any condition in the City of Beverly Hills which violates any other municipal laws including, but not limited to, building and zoning codes. Violators are subject to all enforcement remedies, notwithstanding the issuance of a tax certificate by the City.

THIS CERTIFICATE IS ISSUED WITHOUT VERIFICATION THAT THE BUSINESS IS SUBJECT TO, OR EXEMPT FROM, LICENSING BY THE STATE OF CALIFORNIA.

**THIS CERTIFICATE MUST BE CONSPICUOUSLY DISPLAYED IN PLACE OF BUSINESS.
NOT TRANSFERABLE**

BUSINESS NAME AND ADDRESS CORRECTION

Account ID: **B0117285**

Municipal Code Section 3-1-211: Requires taxpayers to notify the City of any changes in business or mailing address within 30 days of such change. To update business and/or mailing address fill out the section below. Detach this portion, affix 1st class stamp on reverse side and mail to the City of Beverly Hills.

Business Address			Mailing Address		
Business Name			Business Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code

For any other changes, please contact us at (310) 285-2424.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/6/2015

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 Garrett/Mosier/Griffith/Sistrunk Risk Management & Insurance Services 12 Truman Irvine, CA 92620 www.gmgs.com 0B84519	CONTACT NAME: PHONE (A/C, No, Ext): (949)559-6700 FAX (A/C, No): (949)559-6703 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Samsung Fire & Marine Insurance Company, Ltd. 38300 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
INSURED McMurray Stern, Inc. 15511 Carmenita Rd. Santa Fe Springs CA 90670		

COVERAGES

CERTIFICATE NUMBER: 24576849

REVISION NUMBER:

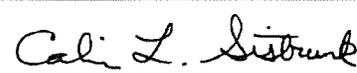
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPP006412401	9/1/2014	9/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CPP006412401	9/1/2014	9/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 0			UMB000215701	9/1/2014	9/1/2015	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y/N/A	WCV000114001	9/1/2014	9/1/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

As respects General Liability coverage, City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City are added as Additional Insured, per CG20100704 & CG20370704 attached.
 As respects General Liability coverage, 30-day written notice of cancellation (10 days for non-payment of premium) applies per IL00171198 attached.

CERTIFICATE HOLDER**CANCELLATION**

City of Beverly Hills attn: David Snowdem, Chief of Police 455 N. Rexford Dr. Beverly Hills CA 90210	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  Calvin Sistrunk

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McMurray Stern, Inc.

POLICY NUMBER: CPP006412401

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy to provide insurance such as is afforded under this coverage part.	Any location at which you performed work described writing in the contract, agreement or permit for a person or organization that has been qualified as an additional insured in this endorsement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

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
<p>Any person or organization when you and such person or organization have agreed in writing, contract, agreement or permit that such a person or organization be added as an additional insured on your policy to provide insurance such as is afforded under this coverage part.</p>	
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

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
2. The acts or omissions of those acting on your behalf;

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

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:

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

COMMON POLICY CONDITIONS

All Coverage Parts Included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

Attachment 2

AMENDMENT NO. 1 TO THE AGREEMENT
BETWEEN THE CITY OF BEVERLY HILLS AND
HOWARD ROOFING CO., INC. FOR
REROOFING OF 239 S. BEVERLY DRIVE

NAME OF CONTRACTOR: Howard Roofing Co., Inc.

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Ron Malekow, Vice President

CONTRACTOR'S ADDRESS: 245 N. Mountain View Avenue
Pomona, CA 91767

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Brenda Lavender
Real Estate & Property Manager

COMMENCEMENT DATE: October 29, 2014

TERMINATION DATE: June 30, 2015

CONSIDERATION: Original Agreement: \$26,194.00
Contingency not to exceed: \$5,000.00
Amendment No. 1: \$27,600

Total: \$58,794.00

AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE
CITY OF BEVERLY HILLS AND HOWARD ROOFING CO.,
INC. FOR REROOFING OF 239 S. BEVERLY DRIVE

This Amendment No. 1 is to that certain Agreement between the City of Beverly Hills (hereinafter called "CITY"), and Howard Roofing Co., Inc. (hereinafter called "CONTRACTOR") dated January 30, 2015 and identified as Contract No. 29-15 "Agreement".

RECITALS

A. CITY and CONTRACTOR entered into a written agreement for the reroofing of 239 S. Beverly Drive.

B. CITY determined that a more expensive alternative roofing method was required.

C. This Amendment documents the work that was done and amends the Scope of Work and Consideration to compensate CONTRACTOR for additional costs associated with the change in roofing method

NOW, THEREFORE, the parties agree as follows:

Section 1. The Consideration shall be amended as set forth above.

Section 2. Exhibit A, "Scope of Work," shall be amended as attached hereto and incorporated herein.

Section 3. Exhibit B, "Schedule of Payment and Rates," shall be amended as attached hereto and incorporated herein.

Section 4. Except as specifically amended by this Amendment No. 1, the remaining provisions of the Agreement shall remain in full force and effect.

EXECUTED the ____ day of _____ 2015, at Beverly Hills, California.

CITY: CITY OF BEVERLY HILLS,
a Municipal Corporation

JULIAN A. GOLD, M.D.
Mayor of the City of Beverly Hills, California

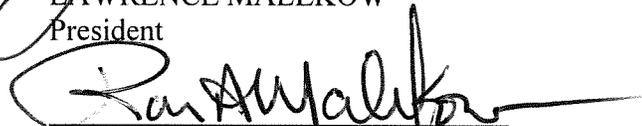
ATTEST:

(SEAL)
BYRON POPE
City Clerk

CONTRACTOR: HOWARD ROOFING CO.,
INC.



LAWRENCE MALEKOW
President



RON MALEKOW
Secretary

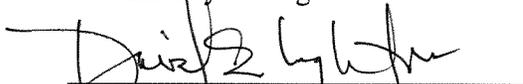
APPROVED AS TO FORM:

for  (CDH)

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

MAHDI ALUZRI
Interim City Manager



DAVID E. LIGHTNER
Deputy City Manager/Director of Capital Assets



BRENDA LAVENDER
Real Estate & Property Manager



KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF WORK

ORIGINAL AGREEMENT SCOPE:

Reroofing at 239 S. Beverly Drive as a result of tenant's installation of equipment. The existing roof contains asbestos within the roof mastic which is not to be disturbed. Landlord's portion is part of Landlord's building refurbishment. All work performed in accordance with all codes upon receipt of permit.

This Agreement shall provide all coordination, labor, manufacturing, layout, fabrication, materials, tools, equipment, and appurtenances of every kind for the complete execution to supply a complete roofing system per the contract drawings. Provide metal flashings (associated with the roofing), Mobilizations as required to complete the work. CONTRACTOR shall coordinate all required roofing penetrations with the mechanical and electrical contractors. CONTRACTOR shall provide the specified thickness of insulation as specified in the Contract Documents including tapered and cricket insulation. CONTRACTOR to provide all equipment required for roofing system installation. If any leaks are detected, CONTRACTOR shall provide troubleshooting and all labor, material and equipment to repair leaks at no cost to CITY or Wilcox Construction. CONTRACTOR shall provide all caulking and sealing, which is integral to the CONTRACTOR's work. CONTRACTOR shall also include all caulking and sealing required at those locations where CONTRACTOR's work abuts the work of other trades previously installed work. CONTRACTOR shall follow manufacturers recommendations for all installations and when sealing around roof penetrations. CONTRACTOR to coordinate the layout and installation of all roof accessories to allow termination of roofing materials. Flash all roof penetrations per manufacturer's requirements. Flash around all items attached to the structure that extend through the roofing system as required. CONTRACTOR will provide roofing over and around all mechanical curbs, misc. & structural steel items, roof hatch, mechanical screen wall, and parapets. CONTRACTOR will final clean the roof after their installation is complete. CONTRACTOR to provide all hoisting and access for personnel and equipment required to perform their scope of work. CONTRACTOR shall call for and be in attendance for all required inspections. CONTRACTOR includes all material handling, loading, unloading, and equipment to access work. All materials to be delivered F.O.B. jobsite. All other inclusions based on proposal dated 9/25/14

Howard Roofing shall provide 20 year warranty to CITY.

AMENDMENT NO. 1 SCOPE

Furnish and install an APOC Title-24 cold applied polyester reinforced cool roof system in lieu of specified single ply roof system as follows and in accordance with the specifications attached hereto as Attachment 1:

1. Patch around all new openings, curb, pipes, vents and base flashing using two (2) ply self-adhering modified roof membrane.

2. Clean and prepare entire roof surface of all debris prior to cool roof application.
3. Apply three (3) gallons of #248 grey acrylic per 100 square feet and embed first layer of polyester reinforced membrane, broom polyester into base coating eliminating any blisters or wrinkles. Apply second coat at (3) gallons per 100 square feet and embed second layer of polyester reinforced membrane into second coating. Allow to cure.
4. After cure time, APOC #248 shall be applied in two uniform coats at 1.5 gallons per 100 square feet, per coat, for a total coverage rate of (3) gallons per 100 square feet.
5. Furnish and install coping cap metal to entire parapet and top of mechanical screen wall assembly:
6. CITY is not responsible for flashing work related to new mechanical equipment platforms and screen wall flashing. Costs for this work are the responsibility of the Tenant.

Replace and repair roof under AT&T antennas as follows

1. Roof in areas, pipe penetrations & sleepers under AT&T equipment using modified peel and stick membrane in two layer application.

Prevailing Wages CONTRACTOR shall pay prevailing wages.

Warranties:

1. Manufacturer fifteen (15) year warranty
2. CONTRACTOR five (5) year warranty



Cold Process Roofing Specifications

SPECIFICATION: AM2-PE-248

Two Ply Polyester Reinforced Emulsion Roof System with White Acrylic Coating

Approvals

ASTM, UL, CRRC, Energy Star, Title 24, Miami-Dade



General

APOC Specification AM2-PE-248 is a heavy duty, reflective Cool Roof Restoration System that is designed to provide an energy efficient, waterproof membrane over existing roof surfaces. This system is intended for roof surfaces that are in good shape but are showing signs of aging. The application of this system can drastically reduce roof top temperatures, lower cooling demand by up to 50%, increase the life expectancy of existing HVAC systems and provide a sustainable roof membrane with extendable warranties. This seamless restoration system is ideal for use over existing built up roof systems (hot and cold applied) and modified bitumen roof membrane systems (SBS and APP membranes). The contractor or consultant is responsible for the roof deck inspection and integrity of substrate. All damaged areas, including but not limited to dry rot, water damage, wet insulation, etc., shall be repaired in accordance with NRCA standards and / or local building codes. Roof must maintain positive drainage and should not retain ponding areas as defined by the NRCA. All general instructions from current APOC Roofing Systems Manual, Product Data Sheets, Job Specific Pull Sheets, and Master Specification are included as part of this specification.

Surface Preparation

All roof surfaces shall be completely cleaned, power washed and allowed to dry prior to system application.

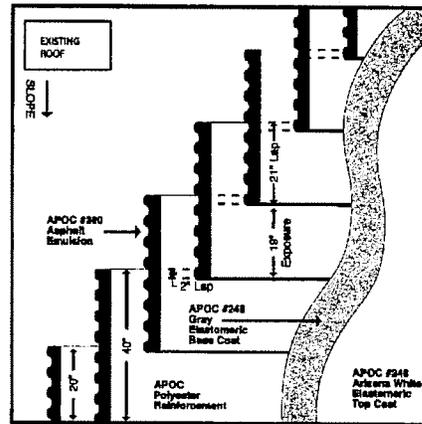
Flashings & Repairs

All repairs and flashings shall be three coursed using APOC #515 Liquid Flash™ and Polyester Reinforcement or APOC #264 White Elastomeric Roof Patch and Polyester Reinforcement. All platforms and metal joints in edging, coping, etc., shall be primed and sealed with a 6" layer of #567 Pro-Tack. All valleys and waterways shall receive a layer of polyester set in APOC #300 Emulsion. Polyester shall be embedded in APOC #300 at the rate of 4 gallons per square. Some areas may require the use of APOC #103 Asphalt Primer to ensure proper adhesion. Flashing Details can be found in the APOC Roofing Systems Manual.

Roofing Membrane

Each layer of polyester ply sheet shall be set in a minimum of 4 gallons of APOC #300 Asphalt Emulsion. Broom polyester into base coating eliminating any blisters, wrinkles, folds, etc. Install first layer of polyester starting at the lowest point of the roof using a 20" wide roll. The second layer of polyester shall be applied directly over first ply using a 40" wide roll (overlapping first roll by 20"). Each additional layer of polyester shall be installed using a 40" wide roll lapping previous roll by 21" and leaving a 18" exposure. Ensure there is an adequate amount of #300 Asphalt Emulsion to completely seal all seams and that no fishmouths are created. Continue process across existing surface to roof peak. Repeat the process starting from the low point on the opposite side of the roof. End laps shall be staggered and offset a minimum of 3'. Polyester and #300 Asphalt Emulsion shall be allowed to cure a minimum of 24 hours depending on drying conditions.

FOR USE OVER EXISTING ROOF SURFACES



Materials (per 100 sq. ft.)

ITEM/DESCRIPTION	WEIGHT
Emulsion:	
APOC #300 Asphalt Emulsion @ 4 gallons	18 lbs.
Interply:	
1 layer of Polyester Mat	3 lbs.
Emulsion:	
APOC #300 Asphalt Emulsion @ 4 gallons	18 lbs.
Interply:	
1 layers of Polyester Mat	3 lbs.
Coating:	
APOC #248 Gray Elastomeric @ 1.5 gallons	11 lbs.
Coating:	
APOC #248 White Elastomeric @ 1.5 gallons	11 lbs.
Approximate Dry Weight	64 lbs.

Coating

APOC coating shall be spray applied over entire roof surface including flashings, vents and ductwork. Coating shall be applied directly to polyester reinforcement. APOC #248 shall be applied in two uniform coats at 1.5 gallons per square, per coat. Apply first coat using APOC #248 Gray Elastomeric Base Coat spraying in a cross hatch pattern ensuring smooth and continuous film over the surface. Apply second coat using APOC #248 Elastomeric spraying material perpendicular to first coat. Allow a minimum of 4 hours between coats depending on drying conditions. Two coats must be applied for a total coverage rate of 3 gallons per square.

AP 248**ARIZONA®-WHITE HIGH PERFORMANCE ELASTOMERIC ROOF COATING
Data Sheet**

COMPLIANCE: CRRC, Title 24, Energy Star, ASTM D 6083, UL CLASS A RATED File #R11333 MIAMI-DADE APPROVED, ASBESTOS FREE, California products meet Los Angeles County A.P.C.D. (Rule #102).

DESCRIPTION: APOC® 248 Arizona®-White High Performance Elastomeric Roof Coating is a premium, highly flexible, white acrylic roof coating. This high performance product is specially formulated for the extreme conditions of the Arizona climate. It resists cracking, peeling and mildew, while offering tremendous durability and long term life. APOC® 248 forms a tough seamless shield of protection for virtually all low pitched roofs. It expands and contracts more than 300% with the roof's movements to resist damage. This coating provides an excellent, highly protective barrier which reflects the sun's heat and destructive UV rays. In turn, this helps to cool surfaces and leads to a reduction of interior temperatures. This product is an "investment", and in some regions can actually pay for itself in savings on cooling costs.

PREPARATION: All surfaces must be dry and free of dust, dirt, oil, loose granules, gravel, peeling paint and all other foreign matter. Rusty metal must be cleaned with a wire brush and primed with APOC® 250 before application of this product. Surfaces with mildew growth or stains must be cleaned with a bleach solution (2 parts water to one part bleach) prior to applying this product. Rinse thoroughly. Pressure washing entire surface is recommended for best results (use only a wide fan tip - do not allow stream to tear into roof surface). Repair all leaks and cracks with Polyester Reinforcing Fabric and APOC® 260 White Roof Patch. Allow to cure 24-36 hours before application of roof coating. Surfaces previously coated with aluminum, asphalt or tar should be allowed to cure for a minimum of one summer season prior to coating with this product. Do not heat or thin. DO NOT APPLY WHEN RAIN OR HEAVY DEW IS EXPECTED WITHIN 24 HOURS OF APPLICATION COMPLETION.

FOR BEST RESULTS: Apply prime coat of APOC® 300 or APOC® 337.

APPLICATION: For exterior use only. Protective clothing and eyewear should be used during application of this product. Always apply on a clear, warm sunny day. Apply in morning hours to allow maximum cure time. Application should be completed a minimum of 4 hours prior to sunset. Temperatures must be above 55°F (for 24 hours) and rising, but not above 110°F. Apply with a 3/4" nap exterior paint roller or professional airless sprayer. First, apply one coat over all seams and joints. Allow to cure for one hour or until dry, then apply two (2) uniform coats over entire surface, avoiding excessive rolling. Two full coats are needed for all applications. Dries for recoat in 4 hours and fully cures in 24-36 hours at 70°F & 50% relative humidity. Higher humidity, thicker films, poor air flow and lower temperatures will increase dry times. Coverage rate is 11/2 gallons per square, per coat. Two coats are required for a total application of 3 gallons per square.

SPRAY INFO: 2000-3000 PSI, .030 - .041 Tip Size, 1-3 GPM.

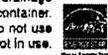
NOTE: If roof becomes hot (over 100° F) during application, lightly mist roof surface with water spray to prevent coating from drying too fast. Remove any excess or puddling water prior to coating. If roof surfaces become soiled as they age, due to the elements, Elastomeric can be cleaned with a mild water and bleach solution. Excessive scrubbing should be avoided. If color tinting is desired, a typical addition of 3-4 ounces per gallon of Universal colorant can be added, which will result in light pastel colors. Color tinting will disclaim warranty.

PRECAUTIONS: Do not store at temperatures below 50°. Keep closed when not in use. When transporting this product, ensure that lid is tight and seal secured. Do not allow paint to tumble as this may cause lid to loosen and leakage to occur. Do not transport on passenger seats or inside the passenger compartment of any vehicle. Store product in the cargo area of vehicle, and secure over protective cloths to prevent damage due to accidental spills. The manufacturer also disclaims liability for flat surface application where poor drainage or ponding of water may prevail. Do not reuse empty container. Dispose of in an environmentally acceptable manner. Do not use in drinking water or food systems. Seal container when not in use.

CLEAN-UP: Clean tools with soap and water.

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See MSDS for more info

**TYPICAL PHYSICAL & PERFORMANCE CHARACTERISTICS**

Weight Per Gallon	12 lbs.
Solids by Weight*	65%
Solids by Volume*	51%
Viscosity (ASTM D-2697)	110-140 ku
Elongation (ASTM D-562)	> 300%
Tensile Strength (ASTM D-2370)	> 250 psi.
Elongation, post weathering (%)	125%
Reflectivity (ASTM C-1549)	.87 (initial) .74 (3 yr.)
LEED Emissivity (ASTM E-408)	.95 (initial)
CRRC Emissivity (ASTM C-1371)	.89 (initial) .90 (3 yr.)
LEED SRI (Oak Ridge Calculator)	110
Permeability (ASTM D-1653)	< 15 perms
Adhesion to Polyurethane Foam	> 3.0 lbs./in.
Consistency	Brush, Roller or Spray
Skin Time (50% Relative Humidity, 70 F)	4 hours
Full Cure (50% Relative Humidity, 70 F)	24-36 hours
Application Temperatures	55 F and rising
Flammability	N/A (water based)
Clean-up Tools	Warm water, soap

*NOTE: Percentages listed are + or - 3%

Approx. Shipping Weights: (Note: All approx. weights include container.)

5 gallons (18.9L)	63 lbs.
55 drums (208.2L)	704 lbs.
275 gallon tote (1,039.5L)	3,400 lbs.

**CAUTION! HARMFUL OR FATAL IF SWALLOWED.
EYE, SKIN AND RESPIRATORY IRRITANT.**

If swallowed DO NOT induce vomiting. Call physician immediately. In case of Eye contact - flush with large amounts of room temperature water for 15 minutes. Skin contact - wash thoroughly with soap and water. Irregular or stopped breathing - administer oxygen, give artificial respiration. Get medical attention (immediately). Avoid prolonged breathing of vapor or spray mist. (NIOSH/MSHA TC 23C or equivalent).

FOR EXTERIOR USE ONLY
Use with adequate Ventilation
Keep Out of Reach of Children
VOC/VOS - 20 g/l max. (0.17 lbs./gal.)

CALIF. PROP. 65 • CHEMICAL WARNING (CALIFORNIA HEALTH AND SAFETY CODE #25249.5 ET SEQ). WARNING: This product contains chemicals known to the State of California to cause cancer, birth defects or reproductive harm. Use proper protection and adequate ventilation, when using product.

WARRANTY AND DISCLAIMER: To the best of our knowledge, the technical data contained herein is true and accurate at the date of issuance and is subject to change without prior notice. User must contact APOC to verify correctness before specifying or ordering. No guarantee of accuracy is given or implied. Liability, if any, is limited to replacement of product unless installed by an approved contractor in accordance with APOC warranty procedures and program.

For limited warranty and disclaimer information, visit our website at: www.apoc.com/productwarrantyinfo.



Gardner Asphalt Corporation • P.O. Box 5449 • Tampa, Florida 33675-5449
Phone: (813) 248-2101 • Fax (813) 248-6768 • www.apoc.com

A-09

AP 482F



FIRM POLYESTER REINFORCING FABRIC
Data Sheet

DESCRIPTION: APOC® 482F Firm Polyester Reinforcing Fabric stitchbonded polyester is a high quality and durable reinforcement used in roof restoration systems, repair of roof splits, and base flashing details. APOC® 482F is typically used with asphalt emulsion and/or solvent-based cold process systems. It can also be used as a reinforcement for cements, neoprene sealants, asphalt coatings, white roof mastic and white elastomeric coatings.

Stitchbonding offers an unusual combination of high strength properties with good elongation for excellent thermal stress force accommodations.

APOC® 482F is a firm polyester that will track straight in field areas. It is also much easier to handle and apply without ridging or wrinkles.

See specifications for detailed application instructions.

TYPICAL PHYSICAL & PERFORMANCE CHARACTERISTICS

Weight	2.7 oz. per sq. yd.
Tensile Strength (ASTM D-5034)	49 lbs.*
Elongation (ASTM D-5034)	38%*
Ball Burst (ASTM D-3787)	69 lbs.
Trapezoid (ASTM D-1117)	17 lbs.

*Average machine and cross machine direction

Approx. Shipping Weights: (Note: All approx. weights include container.)

Roll Size	Weight
40' x 324'	22 lbs.

CAUTION: MAY CAUSE SKIN IRRITATION

FOR EXTERIOR USE ONLY
Keep Out of Reach of Children
Do not use in drinking water or food systems.

CALIF PROP 65 • CHEMICAL WARNING (CALIFORNIA HEALTH AND SAFETY CODE #25249.5 ET SEQ). WARNING: This product contains chemicals known to the State of California to cause cancer, birth defects or reproductive harm. Use proper protection and adequate ventilation, when using product.

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See MSDS for more info

WARRANTY AND DISCLAIMER: To the best of our knowledge, the technical data contained herein is true and accurate at the date of issuance and is subject to change without prior notice. User must contact APOC to verify correctness before specifying or ordering. No guarantee of accuracy is given or implied. Liability, if any, is limited to replacement of product unless installed by an approved contractor in accordance with APOC warranty procedures and program.

For limited warranty and disclaimer information, visit our website at: www.apoc.com/productwarrantyinfo.



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J-08

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

CITY shall compensate CONTRACTOR for the satisfactory performance of services required by this Agreement in the amount of Fifty Three Thousand Seven Hundred Ninety Four Dollars (\$53,794.00). Final payment due upon successful completion of leak test.

The Contingency in an amount not to exceed Five Thousand Dollars (\$5,000.00) is for additional, unforeseen and unanticipated work outside the scope of services described in Exhibit A, and shall not be undertaken without the express direction by CITY in writing. Compensation for said additional work shall be mutually agreed upon by the parties in writing.

In no event shall the Fee and the Contingency exceed Fifty Eight Thousand Seven Hundred Ninety Four Dollars (\$58,794.00).