

Vendor 5 - Vendor - PVA Roof Replacement - Summary

RFP #0004 - Roofing - Pacific Villas - 4550 Shelley Court, Stockton, CA 95207

Specialization:

- Roof Replacement

Estimate Details:

- See Contract and Details Below

Exclusions:

- Architectural and/or Structural Engineering, Plans, Shop Drawings, and/or any Associated Fees
- Permits, Bonds, Special Inspections, City Required Upgrades, and Title 24 Plans
- Lead and/or Asbestos Removal or Abatement
- Organic Growth (Mold) Remediation
- Code upgrades not listed on this proposal
- All ADA Upgrades
- Hidden Damages
- Arborist Fees
- Data, Phone, Satellite, and Security Alarm Cabling and/or Equipment
- Fire Alarm and/or Fire Sprinklers Systems
- Vendor cannot be held responsible for any pre-existing damages and/or conditions to the property
- Unforeseen decay repairs (will be repaired on a Time and Material basis)
- Labor Rate: Carpentry - \$75.00 per hour, Roofing - \$85.00 per hour, plus materials and markup
- Vendor cannot be held responsible for movement and/or damages to personal belongings
- Vendor cannot be held responsible for any nail pops in drywall
- Vendor cannot be held responsible for any plants or vegetation, and/or any Utility Lines, Plumbing Lines, or Underground Irrigation Systems
- General clean-up of exterior debris included, but Industrial and/or Interior cleaning is excluded

Standard Conditions:

- Low Slope Roofing: Removal and disposal of existing roofing system down to existing plywood substrate.
- Installation of new layers of FR-10 and Duro-Last 50 MIL roofing system, including parapet walls.
- Termination of Duro-Last membrane using a pre-finished 3" 2 piece compression edge metal detail.
- Installation of new Duro-Last accessories.
- Clean up of jobsite included.

Terms and Conditions:

- Payment Terms: Upon mobilization, 10% of contract price is due. Progress payments to be made every 30 days. Unpaid invoices after 30 days will incur a 5% per month interest charge.
- Material costs are subject to change based on current market rate at the time of purchase. Prices are valid for approximately 5-10 business days.
- Working hours: M-F 8:00 AM - 5:00 PM. Additional costs may apply for off-hours or weekend work.
- May be entitled to an increase in Contract Price and Time due to certain events beyond their control, such as modifications in the scope of work, suspension of work by the Owner, acts of God, and labor disputes.

Warranty:

- Duro-Last Supreme (20) Year NDL Warranty (15 Years Consequential Damages and 5 Years Material and Labor) Warranty
- (5) Year Workmanship Warranty

Additional Charges:

- Has not allowed any costs for removal and reinstallation of existing, to include but not limited to, exterior components, fascia's/trims, chimney caps, skylights, solar systems, HVAC systems and/or electrical conduit, satellite dishes, and/or personal belongings that may be required to be removed and reset as part of this project.
- Please Note: Vendor cannot be held responsible for any damages to items listed above.
- If repairs are required, a change order will be provided.
- It may be required by the City of Stockton to provide a set of plans referencing the scope of work, details, etc. in order to obtain permits.
- Vendor has not allowed any costs for architectural or engineering drawing services.
- Vendor has not allowed for or included any costs for permits, encroachment and/or parking permits, and traffic safety control services that may be required by the City of Stockton.
- If required by the City of Stockton, a cost for the above-mentioned permits and traffic safety control services can be provided.

Category	Information
Contract Terms	
Business Hours	
Work Postponement	
Safety	
Job Site Conditions	
Provision of Water and Power	
Modification of Equipment or Substandard Conditions	
Protection of Building Surfaces	
Time and Materials Billing	
Payment	Invoice
Warranty	
Disputes and Arbitration	
Attorney's Fees	
Acceptance	
Insurance Coverage	
Exclusions	
Additional Charges	- Attached is our estimate for this project based on our inspection during our site visit.

Roof Condition Summary:

- Not Available at this time

Roof warranty - For specific roofs:

- All Buildings have a Duro-Last Supreme (20) Year NDL
- All Buildings have a (5) Year Workmanship Warranty

Price differences for each Low Slope Roofing:

Building	Item	Total
A	Remove and dispose of existing roofing layers, inspect roof sheathing, install new layers of FR-10, clean up jobsite	\$24,823.87
B	Remove and dispose of existing roofing layers, inspect roof sheathing, install new layers of FR-10, clean up jobsite	\$71,680.57
C	Remove and dispose of existing roofing layers, inspect roof sheathing, install new layers of FR-10, clean up jobsite	\$34,879.06
D	Remove and dispose of existing roofing layers, inspect roof sheathing, install new layers of FR-10, clean up jobsite	\$34,879.06
E	Install new Duro-Last 50 MIL roofing system, including parapet walls, terminate membrane using edge metal detail, etc.	\$69,060.20
F	Install new Duro-Last 50 MIL roofing system, including parapet walls, terminate membrane using edge metal detail, etc.	\$69,060.20
G	Install new Duro-Last accessories, such as pipe penetrations, vent tops, scuppers/drains, curbs, corners, and walkway pad.	\$34,879.06

Alternate #1: Low Slope Roof Coating

Building	Total
A	\$14,043.76
B	\$34,524.90
C	\$25,819.85
D	\$25,819.85
E	\$33,120.13
F	\$31,012.17
G	\$25,819.85

Alternate #2: Steep Slope Roof Tune-Up

Buildings A-F	Total
A, B, C, D, E, F	\$32,168.21

Alternate #3: Fascia Replacement

Total
\$33.10 per LF



California Valley Roofing, Inc.

P.O. Box 7707
 Stockton, CA 95267
 (209) 981-9310
 CSLB No.: 1087021
 www.cavalleyroofinginc.com

Estimate	
Project Information	
Owner: Pacific Villas Apartments ATTN: Proposabid LLC	
Project Name: Roof Replacement	
Project Address: 4550 Shelley Court Stockton, CA 95207	
Date: 6/21/2023	
Estimate No.: 1	
Scope of Work	
Permits	
	If required, permits to be paid for by Owner. CVR, Inc. has not allowed any costs for Architectural, Engineering, and Design Services or Special Inspections that may be requested.
Low Slope Roofing	
	Remove and dispose of (1) layers of existing roofing system down to existing plywood substrate. <i>Please Note: If additional layers of roofing are uncovered, the cost to remove additional layers is \$60 per square, or \$6.00 per square foot. CVR, Inc. cannot be held responsible for damages to existing exterior components, or gutters/gutter guards. If repairs are required, a change order will be provided.</i>
	Inspect existing roof sheathing for damages and report to Owner. If repairs are required, a change order will be provided for necessary repairs.
	Install (2) new layers of FR-10, according to manufacturers specifications.
	Install new Duro-Last 50 MIL roofing system, to include all parapet walls, according to manufacturers specifications. Color to be White. If an additional color is requested, there will be a material upcharge for color change. Terminate Duro-Last membrane using a pre-finished 3" 2 piece compression edge metal detail. Color to be selected by Owner from provided color chart. <i>Please Note: CVR, Inc. has not included any costs for a tapered insulation system for slope to drain, and cannot be held responsible for any ponding upon roof completion. If a tapered insulation system is requested, a price can be provided. CVR, Inc. cannot be held responsible and cannot be forced to indemnify for slips or falls on the new roof system upon completion.</i>
	Install new Duro-Last accessories to include but not limited to, pipe penetrations, to include new gsm vent tops, 2 way venting, scuppers/drains, curbs, and corners, walkway pad, according to manufacturers specifications.
	Clean up of jobsite.
	Building A Total: \$ 24,823.87
	Building B Total: \$ 71,680.57
	Building C Total: \$ 34,879.06
	Building D Total: \$ 34,879.06
	Building E Total: \$ 69,060.20
	Building F Total: \$ 69,060.20
	Building G Total: \$ 34,879.06
Notes	
	It may be required by the City of Stockton to provide a set of plans referencing the scope of work, details, etc. in order to obtain permits. CVR, Inc. has not allowed any costs for architectural or engineering drawing services. A cost can be provided upon request.
	CVR, Inc. has not allowed for or included any costs for permits, encroachment and/or parking permits, and traffic safety control services that may be required by the City of Stockton. If required by City of Stockton, a cost for the above-mentioned permits and traffic safety control services can be provided.
	CVR, Inc. has not allowed any costs for removal and re-installation of existing, to include but not limited to, exterior components, fascia/trims, chimney caps, skylights, solar systems, hvac systems and/or electrical conduit, satellite dishes, and/or personal belongings that may be required to be removed and reset as part of this project. <i>Please Note: CVR, Inc. cannot be held responsible for any damages to items listed above. If repairs are required, a change order will be provided.</i>
Warranty	
	CVR, Inc. to provide Duro-Last Supreme (20) Year NDL Warranty (15 Years Consequential Damages and 5 Years Material and Labor) Warranty, and CVR, Inc. (5) Year Workmanship Warranty upon completion of project.
Payment Terms	
	Upon mobilization, 10% of contract price is due. Progress payments to be made every (30) days. <i>Please Note: Invoices that are unpaid after (30) days will incur a 5% per month interest charge.</i>
Alternates	
Alternate #1: Low Slope Roof Coating	Prepare existing roof surface by pressure washing, allowing adequate drying time before next step.
	Prime existing roof surface and seal all seams, fasteners, and penetrations, according to manufacturers specifications.
	Apply Carlisle Silicone roof coating system, according to manufacturers specifications.
	Clean up of jobsite.
	CVR, Inc. to provide Carlisle 20 Year NDL Warranty, and CVR, Inc. (5) Year Workmanship Warranty upon completion of project.
	Building A Total: \$14,043.76.
	Building B Total: \$34,524.90.
	Building C Total: \$25,819.85.
Alternate #2: Steep Slope Roof Tune-Up	Perform tune-up of existing steep slope roofs. To include securing of existing flashings with screws, painting of all flashings and roof to wall metals, and replacement of existing damaged or missing shingles to resemble existing as closely as possible.
	Alternate #2, Buildings A-F Total: \$32,168.21.
Alternate #3: Remove and Replace 2x12 Fascia	Remove and replace existing 2x12 fascia with new Pine FJ Pre-Primed 2x12 Fascia. Prime and paint new fascia to resemble existing color as closely as possible. Please Note: CVR, Inc. cannot guarantee a 100% resemblance.
	Alternate #3 Total: \$33.10 per LF.
Project Total: \$ 339,262.03	
Conditions and Exclusions	

Exclusions: Architectural and/or Structural Engineering, Plans, Shop Drawings, and/or any Associated Fees; Permits; Bonds; Special Inspections; City Required Upgrades; Title 24 Plans, and any work that pertains to Title 24; Lead and/or Asbestos Removal or Abatement; Organic Growth (Mold) Remediation; Code upgrades not listed on this proposal; All ADA Upgrades; Hidden Damages; Arborist Fees; Data, Phone, Satellite, and Security Alarm Cabling and/or Equipment; Fire Alarm and/or Fire Sprinklers Systems. CVR, Inc. cannot be held responsible for any pre-existing damages and/or conditions to the property. Unforeseen decay repairs have not been included in this proposal. Any dry rot repairs uncovered during construction, will be repaired on a Time and Material basis. Labor Rate: Carpentry: \$75.00 per hour, Roofing: \$85.00 per hour, plus materials and markup. CVR, Inc. cannot be held responsible for movement and/or damages to personal belongings as a result of the work performed. CVR, Inc. cannot be held responsible for any plants or vegetation, and/or any Utility Lines, Plumbing Lines, or Underground Irrigation Systems. If temporary protection is required, a change order will be provided for the necessary costs, as it is not included in this proposal; Any repairs not included in this proposal that are required by CVR, Inc., CVR, Inc.'s Subcontractors and/or any other parties, will be reported to Owner via Change Order for approval, before commencement of work. CVR, Inc. cannot be held responsible for any deaths and/or natural disasters that may occur during the course of construction. General clean up of exterior debris included, however Industrial and/or Interior cleaning is excluded.

Material costs are subject to change based on current market rate at the time of purchase. Current market prices are valid for approximately (5-10) business days. If fabrication and/or deliveries are delayed, whether by reasons Force Majeure, at fault or request of Owner, and/or a result of change orders, the materials only shall be subject to re-pricing to include any increases in costs that may have occurred. The scope of work and pricing are subject to change based on CVR, Inc.'s means and methods, which may or may not result in credits and/or increases.

California Valley Roofing, Inc. has based this estimate on performing the work during regular business hours M-F 8:00 AM - 5:00 PM. If requested to work off hours or weekends, there may be additional costs.

CVR, Inc. shall be excused for any delay and may be entitled to an increase in Contract Price and Time due to any of the following events, provided that such event is beyond the reasonable control of CVR, Inc.: (1) Modifications in the scope of work via Owner and/or Change Orders; (2) Suspension of the work by Owner; (3) Any other act and/or omission by Owner, Owner's representatives, any separate contractor employed by Owner, and/or their employees, agents, or representatives, which is contrary to the provisions of this Contract; (4) Any cause which could not have been reasonably foreseen, and/or which is beyond the reasonable control of CVR, Inc., its Subcontractors, and/or vendors; and which was not the result of the sole negligence or willful misconduct of CVR, Inc., including but not limited to, acts of any governmental authority, acts of a public entity, acts of God, fire and/or natural disasters, deaths, unusual delay in deliveries or transportation, inclement weather conditions, and/or labor disputes. CVR, Inc. shall have the right to halt all work on the project until CVR, Inc. and Owner have reached an agreement as to an equitable increase in the Contract Price and Time, provided Owner shall remain obligated to make timely payments to CVR, Inc. as agreed upon in this Contract.

Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any question concerning the responsibility of a contractor may be referred to the CSLB Registrar, and CSLB at P.O. BOX 26000, Sacramento, CA 95826.

California Valley Roofing, Inc. reserves the right to review and/or withdraw this proposal (30) or more days outstanding.

Contractor's Signature:

Date:

Client's Signature:

Date:

2-Piece Snap-On Compression

Description:

The 2-Piece Snap-On Compression system may be used as a perimeter flashing for single-ply roofing systems. The system consists of a 24-gauge Galvalume® base and a snap-on metal cover.

- Base and cover is fabricated in 10' lengths; 3" – 8" widths.
- Cover is double-hemmed to prevent roof material from excessive wear.
- Ready-to-assemble inside and outside corners are available in flat face.
- Both sizes available in flat face profiles.

Energy Efficiency:

LEED® and ENERGY STAR® compliant.

Installation:

1. A wood nailer is required if 1" or greater of insulation is used.
2. This nailer should be attached to the wall in accordance with ANSI/SPRI ES-1 3.9.
3. Install in accordance with EXCEPTIONAL® Metals Detail #3110.
4. Any deviation from the requirements set forth in detail drawings must be pre-approved, in writing, by the EXCEPTIONAL Metals Technical Department.

Codes and Standards:

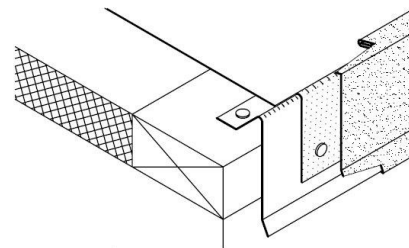
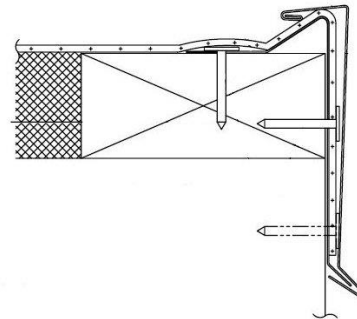
- ANSI/SPRI ES-1 Compliant with 3" – 8" base and cover.
- Meets TAS 111-95 Test with 4" and 6".
- FM Approval on 4" and 6".

Warranty:

EXCEPTIONAL Metals offers a finish and substrate warranty. Contact the membrane manufacturer for any additional warranty that may be offered.

Technical Services:

Product samples, detail sheets, color chips, and color chart are available for your submittal package. For assistance with questions or submittals, contact your local representative or call EXCEPTIONAL Metals.



Material	Gauge	Finish
Aluminum	.040	Mill or Kynar®
Stainless Steel	24-gauge	N/A
Bonderized Steel	24-gauge	N/A
Galvalume®	24-gauge	Mill or Kynar®
Copper	16 oz.	Mill

DURO-LAST® 50-MIL MEMBRANE

Advantages:

Duro-Last® 50-Mil (DL50) is an excellent choice for projects requiring a long lasting, energy efficient roofing membrane. The membrane is available in custom-fabricated sections or as roll goods. A complete line of custom-fabricated accessories and parapets are available for use with DL50.

Description:

DL50 is composed of PVC film laminated to both sides of a reinforcement fabric (weft-inserted scrim).

Duro-Last membranes must not be used with Duro-Last EV membranes.

PVC Film – Proprietary thermoplastic PVC formulation of resins, plasticizers, stabilizers, biocides, flame retardants, and U.V. absorbents.

- PVC film above weft-inserted scrim – 28 mil, nominal

Weft-Inserted Scrim – An 18 x 14 polyester fabric construction with weft insertion, composed of 840 x 1000 denier threads, provides superior tear and puncture resistance. The polyester thread is treated to prevent wicking.

Total Thickness – 50 mil, nominal.

Weight – 0.29 lb. per square foot.

Colors – White, tan, gray, dark gray and terra cotta.

R-Value – 0.1 R (0.1 ft²·°F·hr/Btu).

Available Configurations:

Custom-fabricated Sections – DL50 is available in custom-fabricated sections as listed within the Ordering and Estimating section on the Duro-Last website.

Roll Dimensions¹

Width	Length (max.)	Roll Area	Approx. Weight	Approx. Coverage ¹
64 inches	100 ft.	534 sq. ft.	155 lb.	483 sq. ft.
64 inches	50 ft.	267 sq. ft.	78 lb.	241 sq. ft.
32 inches	100 ft.	267 sq. ft.	78 lb.	217 sq. ft.
12 inches	100 ft.	100 sq. ft.	29 lb.	N/A
8 inches	100 ft.	67 sq. ft.	20 lb.	N/A

¹ Custom rolls of maximum 64 in. by 240 ft. may be produced upon request.

² Assuming 6-inch overlap.

Energy Efficiency:

White DL50 is an excellent product for complying with California Title 24, LEED® and other energy efficiency programs requiring the use of a highly reflective roof membrane.



Cool Roof Rating Council (CRRC)

	CRRC ID	Solar Reflectance		Thermal Emittance		Solar Reflective Index (SRI)	
		Initial	3-yr	Initial	3-yr	Initial	3-yr
White	0610-0001a	0.86	0.74	0.89	0.89	108	91
Tan	0610-0005	0.39	0.33	0.89	0.89	43	35
Gray	0610-0004	0.47	0.40	0.89	0.89	54	45
Dark Gray	0610-0006	0.26	0.25	0.87	0.89	25	25
Terra Cotta	0610-0009	0.26	0.24	0.89	0.88	26	23

LEED & LEED-EB Credits – White DL50 alone can obtain 1 credit in either U.S. Green Building Council's LEED or LEED-EB programs. In combination with other design criteria the membrane may help attain other credits.

LEED Credit Category	Duro-Last Attribute
Sustainable Sites Credit 7.2 Heat Island Effect: Roof	Solar Reflective Index (SRI) SRI = 111

LEED-EB Credit Category	Duro-Last Attribute
Sustainable Sites Credit 6.2 Heat Island Effect: Roof	ENERGY STAR Qualified Thermal Emittance = 0.87

Warranty:

The following warranties are available for projects utilizing DL50. Contact Duro-Last for warranty details.

Available Warranties				
Supreme	15-Year NDL Warranty	20-Year NDL Warranty – 15 Years Consequential Damages And 5 Years Material		20-Year NDL Warranty – 15 Years Consequential Damages And 5 Years Material and Labor
Ultra	15-Year NDL Hail Warranty ¹	15-Year NDL Hail & High Wind Warranty ¹	15-Year NDL High Wind Warranty ¹	20-Year NDL High Wind Warranty ¹
Basic	15-Year NDL Warranty ¹		20-Year NDL Warranty ¹	
Residential	15-Year Residential Material Limited Warranty ¹		20-Year Residential Material Limited Warranty ¹	

¹ Excludes consequential damage coverage.

Codes and Standards:

Underwriters Laboratories (US & Canada), UL Evaluation Report (ER10128), FM Approvals, Canadian Construction Materials Centre (CCMC 13299-L), State of Florida, Miami-Dade County, Texas Department of Insurance.

Storage:

Store rolls lengthwise on pallets. Use tarps to keep rolls dry.

Membrane Attachment:

Mechanically Fastened – DL50 may be mechanically fastened to a variety of roof deck and wall materials. An appropriate slip sheet, insulation or cover board may be required. Refer to the Duro-Last Mechanically Fastened Roofing System Specification for custom-fabricated system requirements. If using roll goods, refer to the Duro-Last Roll Good Mechanically Fastened Roofing System Specification.

Induction welded – Induction welding may be used to attach DL50. An appropriate slip sheet, insulation or cover board may be required. Refer to the Duro-Bond® Induction Weld Roofing System Specification for system requirements.

Adhered – DL50 may be adhered to a variety of properly prepared roof decks, walls, cover boards and insulations. Refer to the Adhered Roofing System Specification for system requirements.

Physical Properties:

DL50 has been subjected to the tests required by ASTM D4434 “Standard Specification for Poly (Vinyl Chloride) Sheet Roofing” and has been classified as a Type III, internally reinforced sheet. The results of each test are listed below. ASTM’s Overall Thickness requirements for the membrane are plus or minus 10% (nominal) of the listed Typical Value.

Physical Property	Test Method	ASTM D4434 Requirement	Result	Typical Value
Overall Thickness	ASTM D751	≥ 0.045 and ≤ 0.055 in. (≥ 45 and ≤ 55 mil)	PASS	0.050 in. (50 mil), nominal
Thickness Over Scrim	ASTM D7635	≥ 0.016 in.	PASS	0.028 in. (28 mil)
Breaking Strength ¹	ASTM D751 Grab Method	≥ 200 lbf./in.	PASS	438 x 390 lbf./in.
Elongation ¹	ASTM D751 Grab Method	≥ 15%	PASS	31% x 31%
Seam Strength	ASTM D751 Grab Method	≥ 328 lbf. (75% of Breaking Strength.)	PASS	417 lbf.
Tear Strength ¹	ASTM D751 Procedure B	≥ 45 lbf.	PASS	132 x 163 lbf.
Low Temp. Bend	ASTM D2136	Must pass at -40° F	PASS	PASS
Heat Aging	ASTM D3045	Conditioned for 56 days in oven maintained at 176° F.	PASS	PASS
Accelerated Aging	ASTM G155	10,000 hours total test time. Irradiance level of 0.35 W/m ² -340nm. Cycle: 102 minutes light, 18 minutes light + H ₂ O spray, 63±2.5° C black panel, 30±5% RH	PASS	PASS
Dimensional Stability ¹	ASTM D1204	Conditioned for 6 hours in oven maintained at 176° F. Allowable change: ≤ 0.5%	PASS	-0.30% x -0.45%
Water Absorption	ASTM D570	Immersed in water at 158° F for 168 hours. Allowable weight change: ≤ 3%	PASS	1.7%
Static Puncture	ASTM D5602	≥ 33 lbf.	PASS	56 lbf.
Dynamic Puncture	ASTM D5635	≥ 14.7 ft-lbf. (20 J)	PASS	≥ 14.7 ft-lbf. (20 J)

¹ Typical values are shown for both machine and cross machine directions. The machine direction results are listed first.

Additional Tests

Fungi Resistance	ASTM G21	No Sustained Growth or Discoloration
Moisture Vapor Transmission	ASTM E96, Proc. B, Method A	< 0.35 U.S. perms



20-YEAR NDL Warranty

Warranty No. _____

15 Years Consequential Damages And 5 Years Material and Labor

I. TERMS and CONDITIONS

Duro-Last®, Inc., (“Duro-Last”), grants this No-Dollar Limit (“NDL”) Warranty (“Warranty”) to the owner of a building (“Owner”) containing a **Duro-Last Roofing System (“Duro-Last System”)** installed by a Duro-Last authorized Dealer/Contractor (“Contractor”), subject to the conditions and limitations contained herein. Duro-Last’s obligation during the 1st through 20th year shall be to repair any leak in the Duro-Last System caused by any defect in a component of the Duro-Last System or by the workmanship of the Contractor, but only as the workmanship relates to the installation of the Duro-Last System itself and not as it relates to other work performed, if any. Owner acknowledges that Duro-Last is the manufacturer of the Duro-Last System, and is not responsible for compliance with any applicable building codes or regulations. Duro-Last’s obligation includes, at Duro-Last’s sole discretion, either the repair or replacement of all or any part of the Duro-Last System and also includes the furnishing or cost of labor to repair the Duro-Last System. Duro-Last reserves the right to determine the appropriate repair or replacement product, including the manner or method of any repairs or replacement. The foregoing shall be the only remedies to the Owner under this Warranty, provided that each of the following conditions are met:

- A. Duro-Last and Contractor have been paid in full for the Duro-Last System, its installation and any outstanding invoices issued by Duro-Last that arise after the installation;
- B. The Duro-Last System has been approved by Duro-Last following inspection by an authorized Duro-Last Quality Assurance Technical Representative (“Duro-Last QA Tech Rep”). Owner acknowledges that the Duro-Last inspection is only to determine if the Duro-Last Warranty may be issued, and is not an inspection to determine compliance with any applicable building code or regulation pertaining to the building;
- C. The Owner must exercise reasonable and diligent care in the maintenance of the Duro-Last System by conducting good general roof maintenance in accordance with the attached Care and Maintenance Guide, which can also be located at www.duro-last.com/duro-last/careandmaintenance;
- D. The Owner has notified Duro-Last within 72 hours of the discovery of any leak, failure, emergency repairs or any other alleged Duro-Last System defect. Owner must notify Duro-Last by e-mailing ws@duro-last.com, or by calling the Duro-Last Warranty Services Department at 1-866-284-9424. If upon Duro-Last’s inspection Duro-Last determines that the reported leak, failure or defect is not covered by the Warranty, then the Owner shall be responsible for all direct expenses incurred by Duro-Last to conduct the inspection;
- E. The Owner allows Duro-Last’s QA Tech Rep(s) and/or Duro-Last Contractor(s) access to the roof including, if necessary, the removal and replacement by Owner at Owner’s expense any and all obstructions, including but not limited to: rooftop gardens, earth, soil, pavers, ballast, decks, patio and walking surface materials, photovoltaic system, and other overburden; and
- F. Duro-Last authorizes the repair and, at Duro-Last’s option, either Duro-Last’s QA Tech Rep(s) or an authorized Contractor makes the repair.

II. LIMITATIONS and EXCLUSIONS

- A. This Warranty does not apply to a Duro-Last System installed on a single-family residence.
- B. Duro-Last shall not be liable for damages arising from the design or construction of the building or roof assembly aside from the Duro-Last System. Duro-Last shall not be liable for any condensation in the building or roof assembly or any design defects that result in water penetrating into the building. Duro-Last shall not be liable for any damage to the building or leaks caused by inadequate or insufficient drainage.
- C. Duro-Last shall not be liable for any other products aside from the Duro-Last System.
- D. Duro-Last is not liable for any Duro-Last System failure nor for subsequent damages arising from Acts of God or causes outside Duro-Last’s control including, but not limited to:
 - 1) Damage caused by winds in excess of 55 mph measured in 3 second gusts at 10 meters (33 feet) high, fire, lightning, hurricane, hail, tornado, flood, earthquake, animals, insects; or
 - 2) Damage caused by accident, vandalism, intentional act, negligence or failure to use reasonable care, whether on the part of the Owner or another; or
 - 3) Damage caused by any unauthorized modification to the Duro-Last System including, but not limited to: damage caused by unauthorized components used in installation or repair, by additional equipment or structures added to or made a part of the roof, by rooftop traffic, or by chemicals not normally found in nature or the like; or
 - 4) Construction generated moisture, condensation or moisture entering the Duro-Last System through walls, copings, structural defects, HVAC systems, or any part of the building structure, including from adjacent buildings; or
 - 5) Incompatible substrates or materials not supplied by Duro-Last that come into contact with the Duro-Last membrane.
- E. Duro-Last does not warranty the watertightness of tie-ins to 1) a standing seam metal roof or 2) any other roofing system.
- F. Duro-Last does not warrant the watertightness of metal products that are located outside of the termination of the Duro-Last membrane.
- G. Duro-Last does not warrant against color change and/or pattern change and/or print change in the Duro-Last System. Further, Duro-Last shall not be responsible for any changes in appearance or aesthetic surface imperfections.
- H. Duro-Last shall have no liability under any theory of law for any claims, repairs, or other damages relating to the presence of asbestos or any vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like on or in the Duro-Last System or in the building or in the air or water serving the building.
- I. Owner must notify Duro-Last in advance of any material change in the building’s use or purpose. Duro-Last reserves the right to void this Warranty if in Duro-Last’s sole discretion, the change in the building’s use or purpose adversely affects the Duro-Last System’s ability to perform as originally installed.
- J. This Warranty is transferable to subsequent Owners only upon the express written consent of Duro-Last and at Duro-Last’s sole discretion. Duro-Last reserves the right to require an inspection of the Duro-Last System prior to the transfer of this Warranty. The Owner (undersigned

OVER: CONTINUED ON BACK

below) must pay for any non-warranted repairs identified by Duro-Last during the pre-transfer inspection. A transfer of this Warranty shall not be effective unless all outstanding Duro-Last invoices have been satisfied.

- K.** This Warranty must be signed by the Owner, the Contractor and a Duro-Last Quality Assurance Manager. Coverage under the terms of this Warranty begins on the Effective Date. The Effective Date is determined by Duro-Last. Failure of the Owner or Contractor to sign this Warranty does not alter the Effective Date.
- L.** This Warranty shall be governed by the laws of the State of Michigan without regard to conflicts of law principles. Duro-Last and Owner hereby agree that any controversy or claims between them or involving the Duro-Last System in any way shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitration hearing will be conducted in Saginaw, Michigan.
- M.** No claim, suit, or other proceeding arising out of or related to the Duro-Last products or these terms, including without limitation this Warranty, may be brought by the Owner or anyone else after one (1) year from the date it accrues.
- N.** Duro-Last does not waive any rights under this Warranty by refraining from exercising its rights in full in one or more instances.

THIS WARRANTY AND THE RESPONSIBILITIES AND REMEDIES STATED HEREIN ARE EXPRESSLY AGREED TO BY OWNER AND DURO-LAST AND CONSTITUTE THE SOLE WARRANTY AND REMEDIES OF THE OWNER FOR ANY ALLEGED DEFECT OR FAILURE OF THE DURO-LAST SYSTEM, WHETHER MEMBRANE, ACCESSORIES, OR CONTRACTOR WORKMANSHIP.

THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EITHER EXPRESS OR IMPLIED IN FACT, LAW OR CUSTOM) THAT EXTEND BEYOND THE EXPRESS TERMS STATED IN THIS WARRANTY TO THE FULL EXTENT DISCLAIMER IS PERMITTED BY LAW. OWNER AND DURO-LAST TOGETHER JOINTLY DISCLAIM ANY OTHER OR FURTHER WARRANTIES EXCEPT THOSE INCLUDED IN THIS DOCUMENT. IN ANY EVENT, ANY IMPLIED WARRANTY THAT IS FOUND TO EXIST DESPITE THIS DISCLAIMER IS LIMITED IN DURATION TO THE TERM HEREIN. ALL CLAIMS INCLUDING NEGLIGENCE, PRODUCTS LIABILITY, OR FOR FAILURE OF ESSENTIAL PURPOSE ARE EXPRESSLY WAIVED, RELEASED AND EXCLUDED.

FOR 15 YEARS FOLLOWING THE EFFECTIVE DATE, IN ADDITION TO THE REPAIR OR REPLACE REMEDY AVAILABLE TO OWNER, DURO-LAST WILL ALSO COVER REASONABLY FORSEEABLE CONSEQUENTIAL LEAK-RELATED INTERIOR DAMAGES TO THE BUILDING UP TO TWO MILLION (\$2,000,000.00) DOLLARS CAUSED BY A DEFECT IN THE DURO-LAST SYSTEM OR BY THE WORKMANSHIP OF THE CONTRACTOR, BUT ONLY AS THE WORKMANSHIP RELATES TO THE INSTALLATION OF THE DURO-LAST SYSTEM ITSELF AND NOT AS IT RELATES TO ANY OTHER WORK PERFORMED. THIS REMEDY IS SUBJECT TO ALL OF THE LIMITATIONS AND EXCLUSIONS SET FORTH ABOVE. ALL OTHER DAMAGES ARE EXPRESSLY EXCLUDED. OWNER AND DURO-LAST BOTH ACKNOWLEDGE AND AGREE THAT DURO-LAST WILL HAVE NO LIABILITY TO ANYONE FOR ANY DAMAGES TO THE CONTENTS WITHIN THE OWNER'S BUILDING, LOST PROFITS, LOST WAGES, LOST RENTS, LOSS OF USE OR ANY OTHER PECUNIARY DAMAGE. OWNER AND DURO-LAST BOTH ACKNOWLEDGE AND AGREE THAT DURING THE 16th THROUGH 20th YEAR OF THIS WARRANTY, DURO-LAST SHALL ONLY WARRANTY THE WORKMANSHIP OF THE CONTRACTOR, AND THAT THE DURO-LAST PRODUCT MEMBRANE, MATERIAL AND ACCESSORIES WILL NOT BECOME DEFECTIVE.

THERE ARE NO THIRD-PARTY BENEFICIARIES TO THESE TERMS. OWNER ACKNOWLEDGES THESE LIMITATIONS AND WAIVERS, DECLARES THAT THEY HAVE BEEN READ AND UNDERSTOOD, AND AGREES TO BE SO BOUND. ANY PAYMENT FOR THE DURO-LAST SYSTEM OR REGISTRATION OF THE WARRANTY WITH DURO-LAST SIGNIFIES THAT THE OWNER HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO ALL TERMS.

The Contractor is not an agent of Duro-Last and does not have authority to bind Duro-Last. If any Contractor or sales representative made any statements about Duro-Last, its products, services, obligations, or warranties, those statements cannot be relied upon by Owner or any other party and cannot be attributed to Duro-Last. Furthermore, no person may change or modify any term or condition of this Warranty unless in writing and signed by the authorized representative of the Owner and by a Duro-Last officer or by the Duro-Last Quality Assurance Manager.

If any provision or individual term herein is invalid or unenforceable under any applicable law, the provision or term will be ineffective to that extent and for the duration of the illegality, but the remaining provisions and terms will be unaffected.

**DURO-LAST®, INC.
525 Morley Drive
Saginaw, MI 48601**

Name of Building

Address of Building

City, State & Zip of Building

Building Designation

Effective Date

Serial No.

Signature of Duro-Last Quality Assurance Manager

Signature of Owner

Owner (printed)

Signature of Contractor

Contractor (printed)

Square Footage

Warranty No.