TIPS VENDOR AGREEMENT

Between

Final Solution Roofing

and

(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),

a Department of Texas Education Service Center Region 8 for

RCSP 181101 JOB ORDER CONTRACTING (JOC)

General Information

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TIPS by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final Agreement.

A Purchase Order, Agreement or Contract is the TIPS Member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS Member should be added as addenda to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addenda possible.

Page 1 of 12

Terms and Conditions

Conflicts with RS Means Unit Price Book

If the terms of the solicitation referenced RS Means Unit Price Book occur, the RS Means Book shall control if it determines legality of the solicitation award as it relates to the requisite Means Unit Price Book.

Freight

All quotes to members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication.

Warranty Conditions

All new supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be legally permitted to sell, or an authorized dealer, distributor or manufacturer for all products offered for sale to TIPS Members. All equipment proposed shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS Members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

Agreements

Agreements for purchase will normally be put into effect by means of a contract, agreement or purchase order(s) executed by authorized agents of the participating government entities. **Davis Bacon Act** requirements will be met when Federal Funds are used for construction and/or repair of buildings or as otherwise required by applicable statute or regulation.

Other Wage Rates may be required by some TIPS Members and acceptance of a project by the Vendor may require the Vendor to comply with the TIPS Member's required wage rate.

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter: (1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States; (4) the State of Texas; (5) a Texas

exempts or does not impose a tax on similar sales of items to this state or a political subdivision county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit of this state. Texas Tax Code § 151.309. Most TIPS Members are tax exempt and the related laws of the jurisdiction of the TIPS Member shall apply.

Assignments of Agreements

No assignment of Agreement may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or authorized Assignee.

Disclosures

- Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
- 2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with Members in the TIPS program.
- 3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Renewal of Agreements

The Agreement with TIPS is for two (2) years with an option for renewal for additional two (2) consecutive one year terms years. Total term of Agreement can be up to the number of years provided in the solicitation or as limited by statute. The option renewal year one shall be automatically renewed unless either party objects or terminates the agreement as provided herein at "Termination for Convenience". The Second one-year renewal term is only if both Parties agree.

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement may incorporate an automatic renewal clause with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order or executed Agreement issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms are rendered void and unenforceable.

Invoices

The awarded vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating "Per TIPS Agreement # xxxxxxxx. Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order or contract by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Pricing

Price increases will be honored according to the terms of the solicitation. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase, except any price changes related to the, then current, RS Means Unit Price Book is valid. Price of a specific Job Order Contract proposal to a TIPS Member shall not change within 60 days of date of proposal as a result of an updated RS Means Unit Price Book unless agreed by the TIPS Member.

All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

Participation Fees

Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement. Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. Per Texas Education Code §44.032(f), reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order or contract modification occurs, TIPS is to be notified within 48 hours of receipt of order.

Termination for Convenience

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under Federal Regulations 2 CFR part 200. All purchase orders presented to the Vendor by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded vendor may terminate the agreement with ninety (90) days written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination for convenience provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement.

TIPS Member Purchasing Procedures

Purchase orders or their equal are issued by participating TIPS Member to the awarded vendor indicating on the PO "Agreement Number". Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS Member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

Form of Agreement and Reporting

If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal to the TIPS Member. TIPS does not require a review a TIPS Member's Job Order contract TYPE AIA or other similar Contract provided by the TIPS Member. This clause does not relieve the Vendor from the responsibility to report the contract execution and the amount of the contract and any change orders.

Page 5 of 12

Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Agreement. TIPS reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under Agreement shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS.

Supplemental agreements

The TIPS Member entity participating in the TIPS Agreement and awarded vendor may enter into a separate supplemental agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement or contract developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS Members and employees shall not be made party to any claim for breach of such agreement.

Survival Clause

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this Solicitation and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members with 30 days'

notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-complying conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Bonding

When applicable, performance bonds and payment bonds will be required on construction or labor required jobs. Awarded vendor will meet the TIPS Member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds costs are passed through at cost to the TIPS Member and are not subject to the TIPS Participation fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS Member and added to the purchase order or Contract.

Professional Engineering and Architect's Services

Professional Engineering and Architect's Services are not permitted to be provided under this Agreement. Texas statutes prohibit the procurement of Professional Engineering and Architect's Services through a cooperative agreement.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member, Member's design professionals and Vendor. It is permitted for the TIPS Member to provide a general scope description, but the awarded vendor should provide a written scope of work, and if applicable, according to the TIPS Member's design Professional as part of the proposal. Once the scope of the job is agreed to, the TIPS Member will issue a PO and/or an Agreement or Contract with the Job Order Contract Proposal referenced or as an attachment along with bond and any other special provisions agreed by the TIPS Member. If special terms and conditions other than those covered within this solicitation and awarded Agreements are required, they will be attached to the PO and/or an Agreement or Contract and shall take precedence over those in this base TIPS Vendor Agreement.

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded vendor under this Agreement when the TIPS Member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person. Upon notification of a pending request, the awarded vendor shall make contact with the TIPS Member as soon as possible, but must make contact with the TIPS Member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) may be accomplished when the TIPS Member issues a Purchase Order and/or an Agreement or Contract that will serve as "the notice to proceed" as agreed by the Vendor and the TIPS Member. The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS Member or a designated representative of the TIPS Member inspect the work for acceptance under the scope and terms in the Purchase Order and/or Agreement or Contract. The TIPS Member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS Member will issue a completion notice and final payment will be issued per the contractual requirements of the project with the TIPS Member. Any Construction contract prepared by the TIPS Member's Legal Counsel may alter the terms of this subsection, "Scheduling of Projects".

Support Requirements

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Status of TIPS Members as Related to This Agreement

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Incorporation of Solicitation

The TIPS Solicitation, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

SECTION HEADERS OR TITLES

THE SECTON HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITES OF THE PARTIES TO THIS DOCUMENT.

NEW STATUTORY REQUIREMENT EFFETIVE SEPTEMBER 1, 2017.

You certify that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement. Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

You certify that your company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists
Organizations per Texas Gov't Code 2270.0153 found at
https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf

You certify that pursuant to Texas Business and Commerce Code Chapter 272, as revised September 1, 2017, any construction contract or agreement as defined in the Statute with a TIPS, Education Service Center Region 8 or a Texas TIPS Member subject to the Statute shall include a Choice of Law provision providing that this agreement shall be subject to and interpreted by the Laws of the State of Texas without regard to any conflict of laws principles for any action shall be in a court of competent jurisdiction in Texas and any arbitration shall be in the State of Texas. Pursuant to the Texas Business and Commerce Code, as amended by the 85th Texas Legislature, this Construction Agreement for Job Order Contract services is, in the event of a dispute between the parties, subject to interpretation according to the Laws of the state of Texas only, without regard to any conflict of laws principles. Venue for any alternative dispute resolution procedure or process shall be in the state of Texas. If the dispute is litigated, venue and jurisdiction shall be in a court of competent jurisdiction in the state of Texas.

Pursuant to 85th Texas Legislative H.B. 3270, as it applies to Texas Education Code § 22.0834 et seq, the Vendor shall comply with all relevant sections related to student contact, background checks, fingerprinting and other related requirements.

Special Terms and Conditions

It is the intent of TIPS to award to reliable, high performance vendors to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- Agreements: All vendor Purchase Orders and/or Agreements/Contracts must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
- <u>Promotion of Agreement</u>: It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor, bypassing the TIPS Agreement when the Member has requested the TIPS agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.

Page 12 of 12 will be the TIPS Vendor Agreement Signature Page

TIPS Vendor Agreement Signature Form

RCSP 181101 Job Order Contracting (JOC)

Company Name Final Solution	ion Roofing LLC	
Address 7644 Hidden Tr	ail	
_{City} Bryan	State_TX Zip	77808
Phone 844-800-0200	979-774-660)5
Email of Authorized Representative	robert@finalsolutionro	oofing.com
Name of Authorized Representative	Robert Marsh	
Title Regional Manage	er	
Signature of Authorized Representat	Dobort March Discontainer	d by Robert Marsh Marsh, owfinel Souztion Roofing LLC, ou, Chalsofusionroofing.com, c=US 13 10-38:10 -04:00
Signature of Authorized Representat Date12/13/2018	Dobort March Discontainer	Marsh, o=Finel Soutton Roofing LLC, ou, Knelsolutionzoofing.com, c=US
Date12/13/2018	Dobort March Discontainer	Márrit, o-Phed Soudion Rooding LLC, ou, Philasbokisonroofing.com, c-US 13 10-3 R10 - 44000
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The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information	n	Contact Info	ormation	Ship to Information
Bid Creator Email Phone Fax Bid Number Title Bid Type Issue Date Close Date	Mr. David Mabe Vice-President of Construction david.mabe@tips-usa.com +1 (903) 243-4759 x +1 (866) 749-6674 x 181101 Job Order Contracting RFP 11/1/2018 08:04 AM (CT) 12/14/2018 03:00:00 PM (CT)	Address Contact Department Building Floor/Room Telephone Fax Email		Address Contact Department Building Floor/Room Telephone Fax Email
Supplier Inforr	mation			
Company Address	Final Solution Roofing 7644 Hidden Trail			
Contact Department Building Floor/Room	Bryan, TX 77808 Robert Marsh			
Telephone Fax Email Submitted Total	(254) 702-3072 (979) 774-6605 robert@finalsolutionroofing.com 12/13/2018 12:06:31 PM (CT) \$0.00	1		
By submitting	your response, you certify that yo	u are authori	zed to represent and bind	your company.
Signature Ro	bert Marsh		Email robert	@finalsolutionroofing.com
Supplier Notes	S			
Bid Notes				
Bid Activities				
Bid Messages	<u> </u>			

	Bid Attributes Please review the following and respond where necessary					
#	Name	Note	Response			
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No			
2	Yes - No	Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp Proof of one or both may be submitted. Vendor must	No			
		upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.				
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	No			
		Select YES, ONLY if your company is licensed to work in all 50 states, or the state does not require a license; otherwise select NO.				
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	Texas			
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	Final Solutions Roofing LLC opened its doors in 2008, originally a dedicated commercial installation services company providing exceptional re-roof installation services for some of the largest roofing companies in Texas. FSR can now sells direct and specializes in re-roof systems utilizing PVC, TPO, EPDM, and spray coating/waterproofing and is recognized as one of the top Duro-Last® Roofing installers in the nation.			
6	Primary Contact Name	Primary Contact Name	Robert Marsh			
7	Primary Contact Title	Primary Contact Title	Regional Manager			
8	Primary Contact Email	Primary Contact Email	robert@finalsolutionroofing.com			
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8448000200			
10	Primary Contact Fax	Enter 10 digit fax number. (No dashes or extensions) Example: 8668398477	9797746605			
11	Primary Contact Mobile	Enter 10 digit mobile phone number. (No dashes or extensions) Example: 8668398477	2547023072			

12	Secondary Contact Name	Secondary Contact Name	Paula Marsh
13	Secondary Contact Title	Secondary Contact Title	Regional Manager
14	Secondary Contact Email	Secondary Contact Email	paula@finalsolutionroofing.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	2546801960
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Paula Marsh
19	Admin Fee Contact Email	Admin Fee Contact Email	paula@finalsolutionroofing.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8448000200
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Robert Marsh
22	Purchase Order Contact Email	Purchase Order Contact Email	robert@finalsolutionroofing.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8448000200
24	Company Website	Company Website (Format - www.company.com)	www.finalsolutionroofing.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	26-1673908
26	Primary Address	Primary Address	7644 Hidden Trail
27	Primary Address City	Primary Address City	Bryan
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	TX
29	Primary Address Zip	Primary Address Zip	77808
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	Duro-Last, metal roofing, flat roofing, single ply, school roofing, Parsons, Dk Haney , large roofer, Exceptional Metals
31	Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members	Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to	Yes
	regardless of the fund source, whether it be local, state or federal?	sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR) compliant. Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?	

32	Yes - No	Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner: (A) has its principal place of business in Texas; OR (B) employs at least 500 persons in Texas?	Yes
33	Company Residence (City)	Vendor's principal place of business is in the city of?	bryan
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Texas
35	TIPS administration fee	By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.	(No Response Required)
36	Yes - No	Vendor agrees to remit to TIPS the required administration fee? Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.	Yes
37	Regular Hours Coefficient	What is your regular hours coefficient for the RS Means Price Book?	1
		Example:	
		A 5% discount for the RS Means Price Book would be a .95 regular hours coefficient.	
		Remember that this is a ceiling discount. You can discount lower than the contract coefficient, but not higher.	
38	After Hours Coefficient	What is your after hours coefficient for the RS Means Price Book for work performed after normal working hours?	1.5
		Example:	
		The most common after hours coefficient is time and a half. If your regular hours coefficient is .95, your after hours coefficient would be 1.45.	
		Remember that this is a ceiling discount. You can discount lower than the contract coefficient, but not higher.	
39	Non-Pre-Priced Markup	If the material being utilized for a project cannot be found in the RS Means Price Book, what is your materials markup?	1.3%
		Remember that this is a ceiling markup. You may markup a lesser percentage, but not a greater percentage.	
40	Yes - No	Do you offer additional discounts to TIPS members for large order quantities or large scope of work?	Yes
41	Years Experience	Company years experience in this category?	10
42	Price coefficients and non-pre-priced markups are guaranteed for?	Does the vendor agrees to honor the proposed pricing coefficients and non-pre-priced markups for the term of the award?	YES

Right of Refusal Does the proposing vendor wish to reserve the right not to Yes perform under the awarded agreement with a TIPS member at vendor's discretion? NON-COLLUSIVE BIDDING CERTIFICATE By submission of this bid or proposal, the Bidder certifies (No Response Required) 1)This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor: 2)This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor; 3)No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; 4)The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. CONFLICT OF INTEREST QUESTIONNAIRE -Do you have any CONFLICT OF INTEREST TO REPORT No FORM CIQ -Do you have any CONFLICT OF OR DISCLOSE under this statutory requirement? YES or INTEREST TO REPORT OR DISCLOSE under NO you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited this statutory requirement? therein- you are required to complete and file with TIPS. may find the Blank CIQ form on the "Attachments" tab. There is an optional upload on the "Response Attachments" tab for this form provided if you have a conflict and must file the form. If yes (above), have you filed a form CIQ by uploading the Filing of Form CIQ 46 form to this RCSP as directed above? 47 Regulatory Standing I certify to TIPS for the proposal attached that my Yes company is in good standing with all governmental agencies, Federal or state, that regulate any part of our business operations. If not, please explain in the next attribute question.

question.

48

Regulatory Standing

Regulatory Standing explanation of no answer on previous

49 Antitrust Certification Statements (Tex. Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies that:

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

(No Response Required)

t Instructions

Instructions for Certification: By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.

- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

1 Suspension or Debarment Certification

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive

Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

Yes

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3)

email: program.intake@usda.gov. VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities) U.S. Departments, including the USDA are equal opportunity provider, employer, and lender. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members: following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain

(No Response Required)

53 2 CFR PART 200 Contract Provisions Explanation 54 2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold Yes currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

Termination for cause and for convenience by the grantee Yes or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

55 2 CFR PART 200 Termination

56 2 CFR PART 200 Clean Air Act

Yes

2 CFR PART 200 Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. Yes 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

2 CFR PART 200 Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part

Does vendor certify that it is in compliance with the Clean Air Act?

2 CFR PART 200 Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a Yes political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with

maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Yes

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

60 Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, I HAVE NOT Lobbied per above and Contracts Exceeding \$100,000 in Federal Funds

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

(1)No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2)If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3)The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

- 61 Lobbying Report Standard Form-LLL, "disclosure Form to Report Lobbying,"
- ONLY IF you answered "I HAVE Lobbied per above" to attribute #60, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

(No Response Required)

62 Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

YES

If yes to the above question OR if you ever do subcontract YES any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?

Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

- (b)Affirmative steps must include:(1)Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2)Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3)Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4)Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5)Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6)Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

(No Response Required)

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part S, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act {40 U.S.C. 314S), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

BY SUBMITTING A PROPOSAL FOR THIS SOLICITATION, the Vendor agrees, AS REQUIRED BY LAW, to comply with the Davis Bacon Act, IF APPLICABLE.

65 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

By submitting a proposal to this solicitation, and IF the customer is utilizing federal funds as described above, the Vendor agrees to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

(No Response Required)

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is

prohibited from indemnifying third parties pursuant to the Texas

Constitution (Article 3, Section 52) except as specifically provided by law or as

ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for

any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently

performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on

behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in

the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to

indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated

damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified

with "to the extent permitted by the Constitution and laws of State of Texas."

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue

and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution

of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived

under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any

issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a

prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee

equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and

will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if

signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

67 Remedies

68

Yes, I Agree

Yes

Remedies Explanation of No Answer

mediation

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any

contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of

irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter

have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in

any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting

from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph

with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to

waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section

may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

- Alternative Dispute Resolution Explanation of No Answer
- 72 Infringement(s)

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.

Do you agree to these terms?

Infringement(s) Explanation of No Answer

Yes

Yes

Yes, I Agree

74 Acts or Omissions

The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.

Yes, I Agree

Do you agree to these terms?

- 75 Acts or Omissions Explanation of No Answer
- 76 Contract Governance

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

77 Payment Terms and Funding Out Clause

Payment Terms:

Yes

TIPS or TIPS members shall not be liable for interest or late payment fees on past due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.
Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Do you agree to these terms?

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: http://www.statutes.legis.state.tx.us/

If the vendor has staff that meet both of these criterion: will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at

NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474. form in the next attribute to complete entitled:

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

- (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state. certify that: (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided. (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:
- (1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
- (2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
- (3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.
- (4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Texas Business and Commerce Code § 272 Requirements as of 9-1-2017

SB 807 prohibits construction contracts to have provisions (No Response Required) requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

YFS

Texas Government Code 2270 Verification Form

Texas Government Code 2270 Verification Form Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will be codified as Texas Government Code § 2270 and 808 et seq. The relevant section addressed by this form reads as follows:

Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract engaged by ESC Region 8/The Interlocal Purchasing System (TIPS)

4845 Highway 271 North Pittsburg, TX 75686

Verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seg. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

AND

Our company is not listed on and we do not do business with companies that are on the the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf

I swear and affirm that the above is true and correct.

Solicitation Deviation/Compliance

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

Yes

83 Solicitation Exceptions/Deviations Explanation

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.

TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

84 Agreement Deviation/Compliance

Does the vendor agree with the language in the Vendor Agreement?

Yes

85 Agreement Exceptions/Deviations Explanation

If the proposing Vendor desires to deviate form the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

Line Items		
	Response Total:	\$0.00

REFERENCES

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. <u>DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.</u>

Please verify your references are current and valid, as they are a SIGNIFICANT required evaluation component of the evaluation process, and the evaluation cannot be completed without responses from these references when we contact them.

You may provide more than three (3) references.

Entity Name	Contact Person	VALID EMAIL IS REQUIRED	Phone
City of College Station	Craig Dohnalik	cdohnalik@cstx.gov	(979) 764-3476
Palacios Marine Industrial	Marcus Ferree	marcus@palaciosmarineindustrial.com	(979) 696-1444
Sodexo Roth	Edward Roscoe	edward.roscoe@sodexo.com	(330) 797-5741

Insert TIPS RFP# 181101

FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE MAY RESULT IN A WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT OF SUBMITTED MATERIALS.

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), you <u>must make a copy</u> of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission. (You must include the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Pricing of solicited product or service may be deemed as public information under Chapter 552 Texas Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by ESC8 and TIPS is confidential and exempt from public disclosure.

If you claim that parts of your proposal are confidential, complete the top section below.

I claim part of my proposal to be confidential and <u>DO NOT</u> desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

materials.						
Duro-Last and E	Exceptional Metals Ma	nufactur	e Distr	ibutor P	rice Lists	
Name of company of	claiming confidential status	of materia	ıl			
Final Solution Ro	oofing LLC					
Printed Name and	Title of authorized compan	y officer cl	aiming	confidentia	l status of mat	terial
	Regional Manager	Housto		TX	77406	254-702-3072
Address		City		State	ZIP	Phone
OR If you do not claim a Express Waiver: I do contained within our r	ENGINEERING AND	oned by Robert Marsh ert Marsh, o=Final Soulti obert@finalsolutionroofic 21311-20-42-86/90 onfidential claim of co	on Roofing LLC,	_Date 12.	any and all in , CSP, Bid, RF	formation
Printed Name author	rized company officer		7	itle of aut	thorized comp	oany officer
Address	City	State	ZIP		Phone	<u>, , , , , , , , , , , , , , , , , , , </u>
Signature				Date		



Service Insurance Group Agency

3840 Corporate Center Drive PO Box 5753 Bryan-College Station, TX 77805-5753 979.774.3900 · Fax 979.774.3955 · www.insurebcs.com

November 28, 2018

To whom it may concern:

As surety agent, we and Suretec Insurance Company have been the surety provider for Final Solution Roofing, LLC, 2902 Burning Tree Ct, Bryan, TX 77802 for approximately one year with agent client relationship going back to 2010. As such we have provided a single bond limit in excess of \$250,000 and in the aggregate over \$500,000. There currently is no set limit to single or aggregate capacity and we and Suretec Insurance Company would review any reasonable bond request on behalf of Final Solution Roofing, LLC.

We and Suretec Insurance Company would favorably consider requests from Final Solution Roofing, LLC to provide bid, performance and payment bonds on projects they are currently contemplating. Such prequalification and approval would be conditioned upon applicable underwriting considerations such as acceptable contract terms & conditions, bonds forms and confirmation of satisfactory financing as well as a favorable review of current underwriting information at the time bonds are requested.

Final Solution Roofing, LLC is a valued, multi-year customer of Service Insurance Group, Inc. and the multiple carriers that provide their coverage including Suretec Insurance Company as surety and we recommend them highly. You understand, of course, that any arrangement to provide bid bonds and/or final bonds on a project is a matter between Final Solution Roofing, LLC and Suretec Insurance Company and we assume no liability to third parties if we or the surety do not execute said bond(s).

Sincerely,

Bradley Hurt Vice President

bradley.hurt@sigbcs.com



June 7, 2018

To: Whom it may concern:

I am pleased to inform you that Final Solution Roofing, LLC has been an authorized dealer/contractor for Duro-Last Roofing, Inc. since January of 2008. Final Solution Roofing, LLC is an experienced Duro-Last contractor, having installed over **1,800,000** square feet of membrane. They have received and maintained all the necessary training and licensing for Duro-Last Roofing, Inc. They may purchase Duro-Last materials and are entitled to the services and privileges which accompany such authorization.

Final Solution Roofing, LLC is among our top contractors who have received Duro-Last's highest honors for quality of installation of our roof systems. They have achieved the honor of "Master Contractor" by providing high quality installations. They also have achieved the honor of "Master Elite Contractor" by providing high quality installations for a minimum of 3 consecutive years.

Duro-Last Roofing, Inc. is the pioneer and the nation's largest manufacturer of custom prefabricated roofing systems with over 2.5 billion square feet of in-place roof installations. Duro-Last's headquarters is in Saginaw, Michigan with factories in Iowa, Mississippi, Oregon, Texas and Massachusetts.

Duro-Last fabricates 80-85% of the field seams under ideal, quality-controlled conditions. Duro-Last also custom manufactures the "critical" flashings, including stacks, drains, parapets, curbs and scuppers, a method which renders other roofing systems obsolete.

If you have any questions or should need any further information, please contact me at our Michigan office.

Sincerely,

James W. Miller Regional Sales Manager

James W. Mills

Duro-Last Roofing, Inc.

DURO-LAST®

15-Year NDL Warranty

Warranty No.

I. TERMS and CONDITIONS

Duro-Last®, Inc., ("Duro-Last") grants this No-Dollar Limit ("NDL") Warranty to the owner ("Owner") of a building 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 the 15th 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. Duro-Last's obligation includes, at Duro-Last's discretion, either the repair or replacement of part or all of the Duro-Last System and also includes the furnishing or cost of labor to repair the Duro-Last System provided 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"), this No-Dollar Limit Warranty has been signed by a Duro-Last QA Tech Rep or Quality Assurance Manager, and the contractor confirms that the Duro-Last System was installed in accordance with Duro-Last's specifications and written installation requirements.
- C. The Owner has notified Duro-Last within 14 days of the discovery of any leak, failure, or other alleged Duro-Last System defect. Owner must notify Duro-Last by calling the Duro-Last Quality Assurance Department at 1-866-284-9424, by e-mailing ws@duro-last.com, or by certified mail, return receipt requested;
- **D.** 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,
- E. Duro-Last authorizes the repair and, at Duro-Last's option, either Duro-Last's QA Tech Rep(s), or authorized Duro-Last Contractor makes the repair.

II. LIMITATIONS and EXCLUSIONS

- A. This No-Dollar Limit 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 defects in the design or construction of the building or roof assembly; nor shall Duro-Last be liable for any other products aside from the Duro-Last System.
- C. Duro-Last is not liable for any Duro-Last System defect or 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 fire, lightning, hurricane, gale, 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 traffic, or by chemicals not normally found in nature or the like; or
 - 4) Interior condensation and/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.
- **D.** Duro-Last does not warrant the watertightness of metal products that are located outside of the termination of the Duro-Last membrane.
- E. Duro-Last does not warrant against color change and/or pattern change and/or print change in the Duro-Last System.
- **F.** 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.
- G. This No-Dollar Limit Warranty passes to future Owners of the building for the full 15 years hereof.
- **H.** This No-Dollar Limit Warranty must be signed by a Duro-Last QA Tech Rep or Quality Assurance Manager. Coverage under the terms of this No-Dollar Limit Warranty begins on the Effective Date. The Effective Date is determined by Duro-Last. Failure of the Owner or Contractor to sign this No-Dollar Limit Warranty does not alter the Effective Date.
- I. This No-Dollar Limit Warranty shall be governed by the laws of the State of Michigan without regard to principles of conflicts of law. Duro-Last and Owner hereby agree that the Circuit Court for the County of Saginaw, State of Michigan, or the United States Federal District Court for the Eastern District of Michigan in Bay City, shall have the exclusive jurisdiction to determine any and all disputes, or claims relating to this No-Dollar Limit Warranty and do hereby submit themselves to the sole personal jurisdiction of those Courts.

- J. No claim, suit, or other proceeding arising out of or related to the Duro-Last products or these terms, including without limitation this No-Dollar Limit Warranty, may be brought by the Owner or anyone else after one (1) year from the date it accrues.
- K. Duro-Last does not waive any rights under this No-Dollar Limit Warranty by refraining from exercising its rights in full in one or more instances.

THIS NO-DOLLAR LIMIT 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 NO-DOLLAR LIMIT WARRANTY TO THE FULL EXTENT DISCLAIMER IS PERMITTED BY LAW. OWNER AND DURO-LAST TO-GETHER JOINTLY DISCLAIM ANY OTHER OR FURTHER WARRANTIES EXCEPT THOSE INCLUDED IN THIS DOCU-MENT. IN ANY EVENT, ANY IMPLIED WARRANTY THAT MAY ARISE BY LAW IS LIMITED IN DURATION TO THE TERM HEREIN. THE REPAIR, OR REPLACEMENT PROVIDED HEREIN IS EXCLUSIVE AND IN LIEU OF ALL OTHER REME-DIES. DURO-LAST WILL HAVE NO LIABILITY TO ANYONE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION PROPERTY DAMAGE, LOST PROFITS, LOST USE OR ANY OTHER PECUNIARY DAMAGE, WHETHER DUE TO ANY DEFECT IN THE PRODUCTS, BREACH OF THIS AGREEMENT, DELAY, NON-DELIVERY, NON-PERFORMANCE, RECALL, OR ANY OTHER REASON. ALL CLAIMS FOR NEGLIGENCE AND FOR FAILURE OF ESSENTIAL PURPOSE ARE EXPRESSLY WAIVED, RELEASED, AND EXCLUDED.

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 terms or conditions of this No-Dollar Limit 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.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO SUCH A LIMITA-TION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. 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

	Signature of Duro-Last QA Tech Rep or QA Manager
Name of Building	Signature of Owner
Address of Building	Owner (printed)
City, State & Zip of Building	Signature of Contractor
Building Designation	Contractor (printed)
Effective Date	Square Footage
Serial No.	Warranty No.



20-Year NDL Warranty

Warranty No.

I. TERMS and CONDITIONS

Duro-Last®, Inc., ("Duro-Last") grants this No-Dollar Limit ("NDL") 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 terms and 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. Duro-Last's obligation includes, at Duro-Last's discretion, either the repair or replacement of part or all of the Duro-Last System and also includes the furnishing or cost of labor to repair the Duro-Last System provided 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"), this No-Dollar Limit Warranty has been signed by a Duro-Last QA Tech Rep or Quality Assurance Manager, and the Contractor confirms that the Duro-Last System was installed in accordance with Duro-Last's specifications and written installation requirements;
- C. The Owner has notified Duro-Last within 14 days of the discovery of any leak, failure or other alleged Duro-Last System defect. Owner must notify Duro-Last by calling the Duro-Last Quality Assurance Department at 1-866-284-9424, by e-mailing ws@duro-last.com, or by certified mail, return receipt requested;
- D. 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
- E. 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. OWNER'S RESPONSIBILITIES

The Owner is not entitled to recover under this No-Dollar Limit Warranty unless Owner exercises reasonable and diligent care in the maintenance of the Duro-Last System, including but not limited to inspecting and maintaining the Duro-Last System regularly and as needed, including after storms or natural disasters, and for removing any debris from the Duro-Last System, rooftop, and adjacent areas, and maintaining and keeping all drains in working order and clear of debris and other obstructions.

III. LIMITATIONS and EXCLUSIONS

- A. This No-Dollar Limit 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 defects in the design or construction of the building or roof assembly, including inadequate or insufficient drainage; nor shall Duro-Last be liable for any other products aside from the Duro-Last System.
- C. 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 fire, lightning, hurricane, gale, 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 traffic, or by chemicals not normally found in nature or the like; or
 - 4) Interior condensation and/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.
- D. Duro-Last does not warrant the watertightness of metal products that are located outside of the termination of the Duro-Last membrane.
- E. Duro-Last does not warrant against color change and/or pattern change and/or print change in the Duro-Last System.
- **F.** 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.
- **G.** This No-Dollar Limit 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

OVER: CONTINUED ON BACK

System prior to transfer of this No-Dollar Limit Warranty. The Owner (undersigned below) must pay a \$500 warranty transfer fee and must pay for any non-warranted repairs identified by Duro-Last during any pre-transfer inspection. A transfer of this No-Dollar Limit Warranty shall not be effective unless all outstanding Duro-Last invoices have been satisfied.

- H. This No-Dollar Limit Warranty must be signed by a Duro-Last QA Tech Rep or Quality Assurance Manager. Coverage under the terms of this No-Dollar Limit Warranty begins on the Effective Date. The Effective Date is determined by Duro-Last. Failure of the Owner or Contractor to sign this No-Dollar Limit Warranty does not alter the Effective Date.
- I. This No-Dollar Limit Warranty shall be governed by the laws of the State of Michigan without regard to principles of conflicts of law. Duro-Last and Owner hereby agree that the Circuit Court for the County of Saginaw, State of Michigan, or the United States Federal District Court for the Eastern District of Michigan in Bay City, shall have the exclusive jurisdiction to determine any and all disputes, or claims relating to this No-Dollar Limit Warranty and do hereby submit themselves to the sole personal jurisdiction of those Courts.
- J. No claim, suit, or other proceeding arising out of or related to the Duro-Last products or these terms, including without limitation this No-Dollar Limit Warranty, may be brought by the Owner or anyone else after one (1) year from the date it accrues.
- K. Duro-Last does not waive any rights under this No-Dollar Limit Warranty by refraining from exercising its rights in full in one or more instances.

THIS NO-DOLLAR LIMIT 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 NO-DOLLAR LIMIT 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 MAY ARISE BY LAW IS LIMITED IN DURATION TO THE TERM HEREIN. THE REPAIR, OR REPLACEMENT PROVIDED HEREIN IS EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES. DURO-LAST WILL HAVE NO LIABILITY TO ANYONE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION PROPERTY DAMAGE, LOST PROFITS, LOST USE OR ANY OTHER PECUNIARY DAMAGE, WHETHER DUE TO ANY DEFECT IN THE PRODUCTS, BREACH OF THIS AGREEMENT, DELAY, NON-DELIVERY, NON-PERFORMANCE, RECALL, OR ANY OTHER REASON. ALL CLAIMS FOR NEGLIGENCE AND FOR FAILURE OF ESSENTIAL PURPOSE ARE EXPRESSLY WAIVED, RELEASED, AND EXCLUDED.

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 terms or conditions of this No-Dollar Limit 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.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO SUCH A LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. 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.

	525 Morley Drive Saginaw, MI 48601	
	Sugmun, MI 10001	Signature of Duro-Last QA Tech Rep or QA Manager
Name of Building		Signature of Owner
Address of Building		Owner (printed)
City, State & Zip of Building		Signature of Contractor
Building Designation		Contractor (printed)
Effective Date		Square Footage
Serial No.		Warranty No.





WELCOME

Duro-Last®, Inc. is the world's premier manufacturer of custom-fabricated, thermoplastic single-ply roofing systems. Through the custom-fabrication process, up to 85% of seams are completed in a factory-controlled environment before the roofing system is delivered to the job site. By eliminating most of the on-site seaming, Duro-Last dramatically reduces the potential for leaks – and adds the advantages of a faster, quieter and easier installation, with less maintenance and reliable roof performance for years to come.

25 AND 30-YEAR WARRANTY INSPECTION REQUIREMENTS

You should review your roof regularly, but in years 10, 15, 20 and 25 your roof must be inspected by Duro-Last. Call 866-284-9424 to schedule an inspection.

Plan ahead! Your roof must be inspected by Duro-Last two years prior to your warranty expiration. Make sure Duro-Last inspects your roof:

- In year 23 if you have a 25-Year Warranty
- In year 28 if you have a 30-Year Warranty

Before you begin a maintenance routine on a new roof, you should understand the

factors that can *shorten* the life of your roof investment.

What can cause immediate problems?



Forgetting about maintenance This is perhaps the single biggest cause of roof failure.



Trade DamagePunctures, holes, etc., caused by trades other than your roofing contractor.



Structural MovementSuch as building settlement or expansion/contraction not accommodated by the roofing system.



Unintended Abuse
Vandalism or accidental damage...
even a small hole can let water into the roofing system.



Not fixing problems promptly
These can lead to a much shorter
roof life, e.g. if a small problem is
not repaired, then a large amount of
damage can be incurred.



Extreme Weather Lightning, high winds, or hail.

Equipment additions



or alterationsHVAC service and repair, new unit installation or removal.



What Can You Do To Protect Your Roofing System?

Here is a comprehensive list of steps that should be performed periodically to help protect your roofing system.

WHAT?	HOW?	WHY
1. Maintain Records	Keep a file of all records relating to your roof, including: • Warranty Document • Inspection Reports • Repair and Maintenance Bills • Original Construction Drawings, Specifications and Invoices	These records can be very helpful if you need to have repairs made or have additional equipment added to the roof. These are also helpful when it's time to reroof since you'll know what is on the roof and what's been done.
2. Conduct Routine Inspections	Inspect at least twice per year; in the spring and fall using the Inspection Maintenance Checklist provided in this guide.	It's simple, in the spring you want to check for any maintenance items that can be scheduled for the roofing system, and in the fall you're checking to make sure the roof is ready to go through the winter.
3. Inspect After Severe Weather	Always inspect the roof for damage after severe weather such as hailstorms, heavy rains, high winds, etc.	Just because water is not coming in doesn't mean the roof hasn't been damaged. The sooner you repair any damage, the smaller the repair and the repair costs.
4. Repair Correctly	All roofing repairs must be performed by a Duro-Last authorized dealer/ contractor, or a Duro-Last Quality Assurance Technical Representative, and made with Duro-Last materials.	Improper repairs are a common cause of roof problems and are easy to avoid.
5. Keep Roof Clean and Free of Debris	 Always remove debris from roof with a push broom or plastic shovel, such as: Leaves, branches, dirt, rocks bottles, etc. Trash from other trades, etc. Keep gutters, downspouts, drains, scuppers and the surrounding roof area clean to ensure proper drainage. 	Trash and debris can not only cause harm (such as punctures) to the roofing system but also can be a safety hazard; this can range from simple "trip" hazards to potentially overloading the structure with extensive ponding water from clogged drains.

WHAT?	HOW?	WHY
6. Keep Metal Flashings and Sealants In Good	Examine all metal flashings, counter- flashings, expansion joints and pitch pockets for:	Metal components on a roof are a common point of water entry.
Condition	• Rust	
	 Detachment or damage 	
	 Deteriorated sealant 	
	Reattach loose metalwork,replace sealant as necessary; repair metal as necessary; and prepare and paint any rusted metal.	
7. Keep Masonry In Good Condition	Examine masonry walls and copings for:	Water leaks from masonry are often incorrectly attributed to the roofing
	• Cracks at the mortar joints	system. Keeping walls and copings
	Deteriorated sealants	watertight and structurally sound goes a long way to keeping the building
	 Loose coping stones 	leak free.
	 Indications of water 	
	Repair all such conditions to prevent water infiltration.	
8. Maintain Rooftop Equipment	Examine rooftop equipment for any problems that may allow water infiltration, including:	Just as the roof needs maintenance, so does the equipment that's on the roof.
	 Air conditioners, vents and ductwork 	Be sure to follow the manufacturer's maintenance recommendations and
	 Equipment stands or screens Skylights	always check the roof after any service calls to make sure the roof hasn't been
	Satellite dishes and antennas	accidentally damaged.
	 Solar panels and mounting equipment 	
9. Minimize Rooftop Traffic	Minimize rooftop traffic by limiting access to necessary personnel only.	Roofs are meant to keep water out, and if properly designed, can even
	Maintain a roof access log so that you can ascertain who has been on the roof in the event of damage to the roof from other trades.	act as another work area. But most roofs are not designed for this, and repeated, long-term traffic can wear out a roof.
	Make sure walkway pads are installed in areas of high traffic.	The easiest way to prevent this type of damage is to keep people off the roof who don't belong there.

What's Typically Not Covered?

Why are certain things not covered by the manufacturer's warranty?

Because they are out of the manufacturer's control. Certainly, there are things that you can do to protect against damage from these causes. If you would like to know more about a specific issue, give us a call.

Items typically not covered by warranty:

- Lack of routine maintenance
- Improper repairs and/or materials by unauthorized contractors
- Structural problems, building movement
- Hail, wind storms, heavy snow loads, etc.
- Contamination of the membrane by harmful chemicals, such as oil and solvents
- Damage caused by other trades, (e.g., improperly installed new equipment)
- Excessive foot traffic on the roof
- Vandalism; impact from falling objects



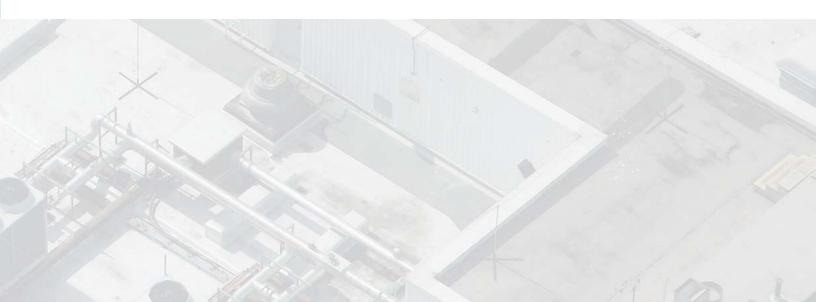
The following pages provide a guide for maintaining your roof. Consider who should do the work, and why.

Who?

All inspections and maintenance must be performed by a Duro-Last authorized dealer/contractor or a Duro-Last Quality Assurance Technical Representative.

Why?

It's simple; they are properly trained and can be a critical part of your team to help protect your investment instead of inadvertently causing harm. They know from experience how to perform these duties and may have a much better understanding of how to repair the roof without causing additional harm to the membrane.



1 YEAR



WHERE TO LOOK	INSPECTION / ACTION ITEMS	SPRING	FALL	NOTES
	Signs of leaks			
Exterior Walls	Staining			
	Cracks or missing mortar			
Interior Walls	Signs of leaks			
Ceiling	Signs of leaks			
	Signs of leaks			
Interior Roof Deck	Deterioration			
	Biological growth			
Roof Edges	Deterioration			
	Signs of leaks			
	Staining			
Edging	Missing mortar			
Edging	Check attachment			
	Paint any rusted metal			
	Re-caulk as necessary			
	Signs of leaks			
Expansion Joints	Excessive movement			
	Deterioration			
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	Check all pitch pans			
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	Check terminations			
	Clean out scuppers			
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Drainage System	Drains and strainers-attached			
	Make sure drains are working			
	Check attachment			
Curb Flashings	Check counter-flashings			
	Inspect for signs of movement			
	Check ductwork			
	Verify that doors are secure			
HVAC Units	Pipes			
	Sheet metal			
	Stands and bases			
	Surface contamination			
	Vandalism/Damage			
Other	Overburden			
	Roof needs cleaning			
	Walkway-Pads			
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Be sure to complete your own review, but this year the roof must be inspected by Duro-Last. Call 866-284-9424 to schedule inspection. $10 \ YEARS$

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HVAC Units	Pipes			
TIVAC OTIIG	Sheet metal			
	Stands and bases			
	Surface contamination			
	Vandalism/Damage			
Other	Overburden			
Otilei	Roof needs cleaning			
	Walkway-Pads			
	vvaikway-i aus			
Building Address:			Warran	tv #:
Spring Inspection By:			Spring	inspection Date:

Fall Inspection By: ______ Fall Inspection Date: _____

15 YEARS (1)



Be sure to complete your own review, but this year **the roof must be inspected by Duro-Last**. Call 866-284-9424 to schedule inspection.

WHERE TO LOOK	INSPECTION / ACTION ITEMS	DURO-LAST INSPECTION	SPRING	FALL	NOTES
	Signs of leaks				
Exterior Walls	Staining				
	Cracks or missing mortar				
Interior Walls	Signs of leaks				
Ceiling	Signs of leaks				
	Signs of leaks				
Interior Roof Deck	Deterioration				
	Biological growth				
Roof Edges	Deterioration				
	Signs of leaks				
	Staining				
Estation a	Missing mortar				
Edging	Check attachment				
	Paint any rusted metal				
	Re-caulk as necessary				
	Signs of leaks				
Expansion Joints	Excessive movement				
	Deterioration				
	Soft areas				
Field of Roof	Damage or deficiencies				
	Check attachment				
	Check all pitch pans				
B	Inspect all penetrations				
Penetrations	Re-caulk as neccessary				
	Check terminations				
	Clean out scuppers				
5.1.6.	Clean out gutters and downspouts				
Drainage System	Drains and strainers-attached				
	Make sure drains are working				
	Check attachment				
Curb Flashings	Check counter-flashings				
	Inspect for signs of movement				
	Check ductwork				
	Verify that doors are secure				
HVAC Units	Pipes				
	Sheet metal				
	Stands and bases				
	Surface contamination				
	Vandalism/Damage				
Other	Overburden				
	Roof needs cleaning				
	Walkway-Pads				
_			Warranty #:		
Spring Inspection By	y:		Spring In	spection Da	ate:
Fall Inspection By:			Fall Inspe	ection Date:	



WHERE TO LOOK	INSPECTION / ACTION ITEMS	SPRING	FALL	NOTES
	Signs of leaks			
Exterior Walls	Staining			
	Cracks or missing mortar			
Interior Walls	Signs of leaks			
Ceiling	Signs of leaks			
	Signs of leaks			
Interior Roof Deck	Deterioration			
D (E)	Biological growth			
Roof Edges	Deterioration Ciarra of Locks			
	Signs of leaks			
	Staining Missing mortar			
Edging	Check attachment			
	Paint any rusted metal			
	Re-caulk as necessary			
	Signs of leaks			
Expansion Joints	Excessive movement			
	Deterioration			
	Soft areas			
Field of Roof	Damage or deficiencies			
	Check attachment			
	Check all pitch pans			
Danatustiana	Inspect all penetrations			
Penetrations	Re-caulk as neccessary			
	Check terminations			
	Clean out scuppers			
Drainage System	Clean out gutters and downspouts			
Dramage system	Drains and strainers-attached			
	Make sure drains are working			
	Check attachment			
Curb Flashings	Check counter-flashings			
	Inspect for signs of movement			
	Check ductwork			
LIV/AC I I i.e.	Verify that doors are secure			
HVAC Units	Pipes Sheet metal			
	Stands and bases			
	Surface contamination			
	Vandalism/Damage			
Other	Overburden			
Other	Roof needs cleaning			
	Walkway-Pads			
Building Address: _			Warra	nty #:
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Fall Inspection By: _			Fall In:	spection Date:



WHERE TO LOOK	INSPECTION / ACTION ITEMS	SPRING	FALL	NOTES		
	Signs of leaks					
Exterior Walls	Staining					
	Cracks or missing mortar					
Interior Walls	Signs of leaks					
Ceiling	Signs of leaks					
	Signs of leaks					
Interior Roof Deck	Deterioration					
	Biological growth					
Roof Edges	Deterioration					
	Signs of leaks					
	Staining					
Eduto o	Missing mortar					
Edging	Check attachment					
	Paint any rusted metal					
	Re-caulk as necessary					
	Signs of leaks					
Expansion Joints	Excessive movement					
	Deterioration					
	Soft areas					
Field of Roof	Damage or deficiencies					
	Check attachment					
	Check all pitch pans					
_	Inspect all penetrations					
Penetrations	Re-caulk as neccessary					
	Check terminations					
	Clean out scuppers					
	Clean out gutters and downspouts					
Drainage System	Drains and strainers-attached					
	Make sure drains are working					
	Check attachment					
Curb Flashings	Check counter-flashings					
	Inspect for signs of movement					
	Check ductwork					
	Verify that doors are secure					
HVAC Units	Pipes					
	Sheet metal					
	Stands and bases					
	Surface contamination					
	Vandalism/Damage					
Other	Overburden					
	Roof needs cleaning					
	Walkway-Pads					
Building Address			Warran	tv. #•		
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Fall Inspection By:			Fall Ins	pection Date:		



WHERE TO LOOK	INSPECTION / ACTION ITEMS	SPRING	FALL	NOTES
	Signs of leaks			
Exterior Walls	Staining			
	Cracks or missing mortar			
Interior Walls	Signs of leaks			
Ceiling	Signs of leaks			
	Signs of leaks			
Interior Roof Deck	Deterioration			
D (E)	Biological growth			
Roof Edges	Deterioration Ciarra of Locks			
	Signs of leaks			
	Staining Missing mortar			
Edging	Check attachment			
	Paint any rusted metal			
	Re-caulk as necessary			
	Signs of leaks			
Expansion Joints	Excessive movement			
	Deterioration			
	Soft areas			
Field of Roof	Damage or deficiencies			
	Check attachment			
	Check all pitch pans			
Danatustiana	Inspect all penetrations			
Penetrations	Re-caulk as neccessary			
	Check terminations			
	Clean out scuppers			
Drainage System	Clean out gutters and downspouts			
Dramage system	Drains and strainers-attached			
	Make sure drains are working			
	Check attachment			
Curb Flashings	Check counter-flashings			
	Inspect for signs of movement			
	Check ductwork			
LIV/AC I I i.e.	Verify that doors are secure			
HVAC Units	Pipes Sheet metal			
	Stands and bases			
	Surface contamination			
	Vandalism/Damage			
Other	Overburden			
Other	Roof needs cleaning			
	Walkway-Pads			
Building Address: _			Warra	nty #:
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Fall Inspection By: _			Fall In:	spection Date:



WHERE TO LOOK	INSPECTION / ACTION ITEMS	SPRING	FALL	NOTES		
	Signs of leaks					
Exterior Walls	Staining					
	Cracks or missing mortar					
Interior Walls	Signs of leaks					
Ceiling	Signs of leaks					
	Signs of leaks					
Interior Roof Deck	Deterioration					
	Biological growth					
Roof Edges	Deterioration					
	Signs of leaks					
	Staining					
Edging	Missing mortar					
Luging	Check attachment					
	Paint any rusted metal					
	Re-caulk as necessary					
	Signs of leaks					
Expansion Joints	Excessive movement					
	Deterioration					
	Soft areas					
Field of Roof	Damage or deficiencies					
	Check attachment					
	Check all pitch pans					
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	Check terminations					
	Clean out scuppers					
Drainage System	Clean out gutters and downspouts					
Dramage system	Drains and strainers-attached					
	Make sure drains are working					
	Check attachment					
Curb Flashings	Check counter-flashings					
	Inspect for signs of movement					
	Check ductwork					
	Verify that doors are secure					
HVAC Units	Pipes					
	Sheet metal					
	Stands and bases					
	Surface contamination					
	Vandalism/Damage					
Other	Overburden					
	Roof needs cleaning					
	Walkway-Pads					
Building Address:			Warrantv #	:		
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Fall Inspection By:			rall inspec	tion Date:		



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WHERE TO LOOK	INSPECTION / ACTION ITEMS	DURO-LAST INSPECTION	SPRING	FALL	NOTES	
	Signs of leaks					
Exterior Walls	Staining					
	Cracks or missing mortar					
Interior Walls	Signs of leaks					
Ceiling	Signs of leaks					
	Signs of leaks					
Interior Roof Deck	Deterioration					
	Biological growth					
Roof Edges	Deterioration					
	Signs of leaks					
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Edaina	Missing mortar					
Edging	Check attachment					
	Paint any rusted metal					
	Re-caulk as necessary					
	Signs of leaks					
Expansion Joints	Excessive movement					
	Deterioration					
	Soft areas					
Field of Roof	Damage or deficiencies					
	Check attachment					
	Check all pitch pans					
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	Check terminations					
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Drainage System	Drains and strainers-attached					
	Make sure drains are working					
	Check attachment					
Curb Flashings	Check counter-flashings					
	Inspect for signs of movement					
	Check ductwork					
	Verify that doors are secure					
HVAC Units	Pipes					
	Sheet metal					
	Stands and bases					
	Surface contamination					
	Vandalism/Damage					
Other	Overburden					
	Roof needs cleaning					
	Walkway-Pads					
Building Address: _			Warranty	#:		
			Spring Inspection Date:			
Fall Inspection By:						



WHERE TO LOOK	INSPECTION / ACTION ITEMS	SPRING	FALL	NOTES		
	Signs of leaks					
Exterior Walls	Staining					
	Cracks or missing mortar					
Interior Walls	Signs of leaks					
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	Signs of leaks					
Interior Roof Deck	Deterioration					
	Biological growth					
Roof Edges	Deterioration					
	Signs of leaks					
	Staining					
Eduina.	Missing mortar					
Edging	Check attachment					
	Paint any rusted metal					
	Re-caulk as necessary					
	Signs of leaks					
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	Deterioration					
	Soft areas					
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	Inspect all penetrations					
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	Make sure drains are working					
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	Check counter-flashings					
	Inspect for signs of movement					
	Check ductwork					
	Verify that doors are secure					
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	Vandalism/Damage					
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Fall Inspection By:			Fall Inspection Date:			



WHERE TO LOOK	INSPECTION / ACTION ITEMS	SPRING	FALL	NOTES		
	Signs of leaks					
Exterior Walls	Staining					
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	Signs of leaks					
Interior Roof Deck	Deterioration					
	Biological growth					
Roof Edges	Deterioration					
	Signs of leaks					
	Staining					
E.L.	Missing mortar					
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	Paint any rusted metal					
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	Signs of leaks					
Expansion Joints	Excessive movement					
	Deterioration					
	Soft areas					
Field of Roof	Damage or deficiencies					
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	Re-caulk as neccessary					
	Check terminations					
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Curb Flashings	Check counter-flashings					
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	Stands and bases					
Other	Surface contamination					
	Vandalism/Damage					
	Overburden					
	Roof needs cleaning					
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WHERE TO LOOK	INSPECTION / ACTION ITEMS	DURO-LAST INSPECTION	SPRING	FALL	NOTES		
Exterior Walls	Signs of leaks						
	Staining						
	Cracks or missing mortar						
Interior Walls	Signs of leaks						
Ceiling	Signs of leaks						
	Signs of leaks						
Interior Roof Deck	Deterioration						
	Biological growth						
Roof Edges	Deterioration						
	Signs of leaks						
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	Surface contamination						
	Vandalism/Damage						
Other	Overburden						
	Roof needs cleaning						
	Walkway-Pads						
Building Address:							
Spring Inspection By:							
Fall Inspection By:			Fall Inspection Date:				



WHERE TO LOOK	INSPECTION / ACTION ITEMS	SPRING	FALL	NOTES
	Signs of leaks			
Exterior Walls	Staining			
	Cracks or missing mortar			
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	Signs of leaks			
Interior Roof Deck	Deterioration			
	Biological growth			
Roof Edges	Deterioration			
	Signs of leaks			
	Staining			
E.L.	Missing mortar			
Edging	Check attachment			
	Paint any rusted metal			
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	Signs of leaks			
Expansion Joints	Excessive movement			
•	Deterioration			
Field of Roof	Soft areas			
	Damage or deficiencies			
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	Verify that doors are secure			
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	Sheet metal			
	Stands and bases			
	Surface contamination			
	Vandalism/Damage			
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Ruilding Address			\\/	24, #•
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Fall Inspection By: _			Fall Ins	spection Date:

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WHERE TO LOOK	INSPECTION / ACTION ITEMS	DURO-LAST INSPECTION	SPRING	FALL	NOTES	
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	Clean out scuppers					
D	Clean out gutters and downspouts					
Drainage System	Drains and strainers-attached					
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	Sheet metal					
	Stands and bases					
	Surface contamination					
	Vandalism/Damage					
Other	Overburden					
	Roof needs cleaning					
	Walkway-Pads					
Building Address:			Warranty #:			
Spring Inspection By:			Spring In	_ Spring Inspection Date:		
Fall Inspection By:			Fall Inspe	_ Fall Inspection Date:		



WHERE TO LOOK	INSPECTION / ACTION ITEMS	SPRING	FALL	NOTES
	Signs of leaks			
Exterior Walls	Staining			
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	Biological growth			
Roof Edges	Deterioration			
	Signs of leaks			
	Staining			
E.L.	Missing mortar			
Edging	Check attachment			
	Paint any rusted metal			
	Re-caulk as necessary			
	Signs of leaks			
Expansion Joints	Excessive movement			
•	Deterioration			
Field of Roof	Soft areas			
	Damage or deficiencies			
	Check attachment			
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B	Inspect all penetrations			
Penetrations	Re-caulk as neccessary			
	Check terminations			
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	Clean out gutters and downspouts			
Drainage System	Drains and strainers-attached			
	Make sure drains are working			
	Check attachment			
Curb Flashings	Check counter-flashings			
	Inspect for signs of movement			
	Check ductwork			
	Verify that doors are secure			
HVAC Units	Pipes			
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Building Address			\/\arra	ntv#•
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WHERE TO LOOK	INSPECTION / ACTION ITEMS	SPRING	FALL	NOTES		
	Signs of leaks					
Exterior Walls	Staining					
	Cracks or missing mortar					
Interior Walls	Signs of leaks					
Ceiling	Signs of leaks					
	Signs of leaks					
Interior Roof Deck	Deterioration					
	Biological growth					
Roof Edges	Deterioration					
	Signs of leaks					
	Staining					
Eduta a	Missing mortar					
Edging	Check attachment					
	Paint any rusted metal					
	Re-caulk as necessary					
	Signs of leaks					
Expansion Joints	Excessive movement					
	Deterioration					
Field of Roof	Soft areas					
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	Check attachment					
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Penetrations	Re-caulk as neccessary					
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	Clean out gutters and downspouts					
Drainage System	Drains and strainers-attached					
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	Check attachment					
Curb Flashings	Check counter-flashings					
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	Check ductwork					
	Verify that doors are secure					
HVAC Units	Pipes					
	Sheet metal					
	Stands and bases					
	Surface contamination					
	Vandalism/Damage					
Other	Overburden					
	Roof needs cleaning					
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WHERE TO LOOK	INSPECTION / ACTION ITEMS	DURO-LAST INSPECTION	SPRING	FALL	NOTES
	Signs of leaks				
Exterior Walls	Staining				
	Cracks or missing mortar				
Interior Walls	Signs of leaks				
Ceiling	Signs of leaks				
	Signs of leaks				
Interior Roof Deck	Deterioration				
	Biological growth				
Roof Edges	Deterioration				
	Signs of leaks				
	Staining				
Edging	Missing mortar				
Laging	Check attachment				
	Paint any rusted metal				
	Re-caulk as necessary				
	Signs of leaks				
Expansion Joints	Excessive movement				
	Deterioration				
	Soft areas				
Field of Roof	Damage or deficiencies				
	Check attachment				
	Check all pitch pans				
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Penetrations	Re-caulk as neccessary				
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	Make sure drains are working				
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	Check ductwork				
	Verify that doors are secure				
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	Surface contamination				
	Vandalism/Damage				
Other	Overburden				
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Building Address:			Warranty #*		
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WHERE TO LOOK	INSPECTION / ACTION ITEMS	SPRING	FALL	NOTES		
	Signs of leaks					
Exterior Walls	Staining					
	Cracks or missing mortar					
Interior Walls	Signs of leaks					
Ceiling	Signs of leaks					
	Signs of leaks					
Interior Roof Deck	Deterioration					
	Biological growth					
Roof Edges	Deterioration					
	Signs of leaks					
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Edging	Check attachment					
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Expansion Joints	Excessive movement					
	Deterioration					
Field of Roof	Soft areas					
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	Clean out gutters and downspouts					
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	Stands and bases					
	Surface contamination					
	Vandalism/Damage					
Other	Overburden					
	Roof needs cleaning					
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Building Address			Warran	tv. #•		
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WHERE TO LOOK	INSPECTION / ACTION ITEMS	SPRING	FALL	NOTES		
	Signs of leaks					
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	Biological growth					
Roof Edges	Deterioration					
	Signs of leaks					
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Edging	Missing mortar					
Edging	Check attachment					
	Paint any rusted metal					
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	Signs of leaks					
Expansion Joints	Excessive movement					
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Field of Roof	Damage or deficiencies					
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Curb Flashings	Check counter-flashings					
	Inspect for signs of movement					
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HVAC Units	Pipes					
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Other	Overburden					
	Roof needs cleaning					
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WHERE TO LOOK	INSPECTION / ACTION ITEMS	SPRING	FALL	NOTES		
	Signs of leaks					
Exterior Walls	Staining					
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Interior Walls	Signs of leaks					
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	Signs of leaks					
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	Signs of leaks					
Expansion Joints	Excessive movement					
	Deterioration					
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	Damage or deficiencies					
	Check attachment					
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Penetrations	Re-caulk as neccessary					
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D : C :	Clean out gutters and downspouts					
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	Make sure drains are working					
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Curb Flashings	Check counter-flashings					
	Inspect for signs of movement					
	Check ductwork					
	Verify that doors are secure					
HVAC Units	Pipes					
	Sheet metal					
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	Vandalism/Damage					
Other	Overburden					
	Roof needs cleaning					
	Walkway-Pads					
Building Address			Warranty	#:		
	y:		_	Warranty #:		
rail inspection By: _			Fall Inspe	ction Date:		



WHERE TO LOOK	INSPECTION / ACTION ITEMS	SPRING	FALL	NOTES		
	Signs of leaks					
Exterior Walls	Staining					
	Cracks or missing mortar					
Interior Walls	Signs of leaks					
Ceiling	Signs of leaks					
	Signs of leaks					
Interior Roof Deck	Deterioration					
	Biological growth					
Roof Edges	Deterioration					
	Signs of leaks					
	Staining					
Edeina	Missing mortar					
Edging	Check attachment					
	Paint any rusted metal					
	Re-caulk as necessary					
	Signs of leaks					
Expansion Joints	Excessive movement					
	Deterioration					
	Soft areas					
Field of Roof	Damage or deficiencies					
	Check attachment					
	Check all pitch pans					
Penetrations	Inspect all penetrations					
renetrations	Re-caulk as neccessary					
	Check terminations					
	Clean out scuppers					
Drainage System	Clean out gutters and downspouts					
Diamage System	Drains and strainers-attached					
	Make sure drains are working					
	Check attachment					
Curb Flashings	Check counter-flashings					
	Inspect for signs of movement					
	Check ductwork					
	Verify that doors are secure					
HVAC Units	Pipes					
	Sheet metal					
	Stands and bases					
	Surface contamination					
	Vandalism/Damage					
Other	Overburden					
	Roof needs cleaning					
	Walkway-Pads					
Building Address	Building Address:		\\/arra	Warranty #:		
_				•		
				Spring Inspection Date:		
Fall Inspection By:			Fall in	_ Fall Inspection Date:		





For more information give us a call or visit our website today.

800-248-0280 duro-last.com











Give Your Great Roof the Leading Edge

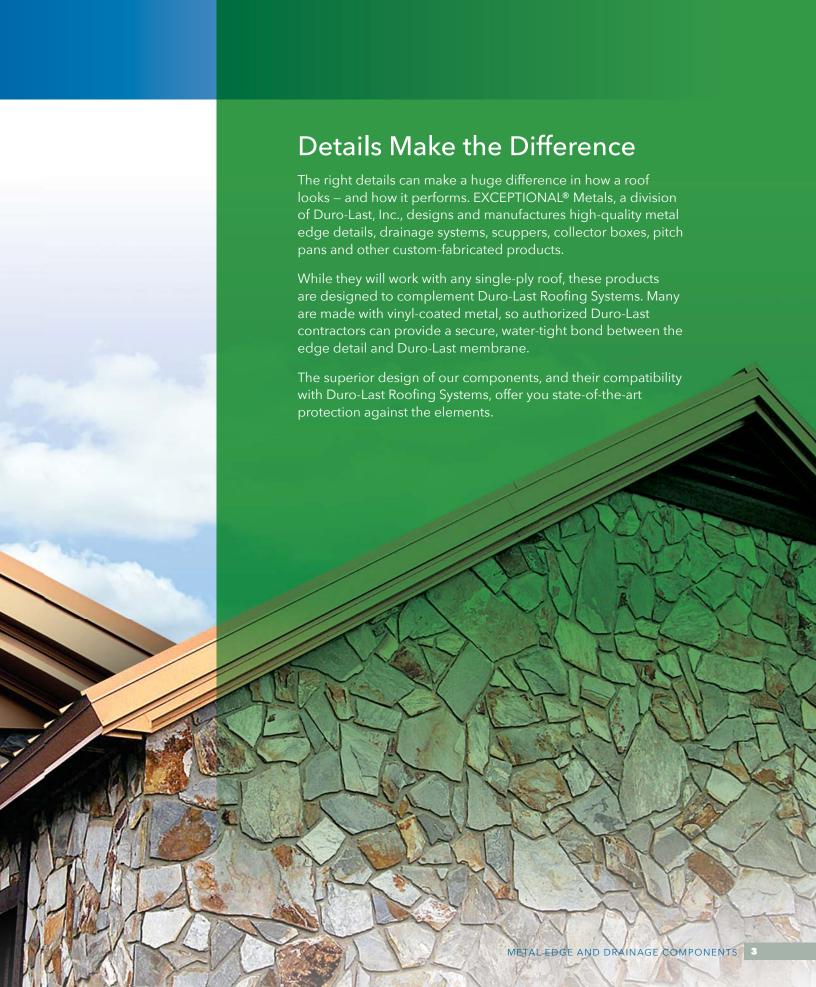
Metal Edge and Drainage Components

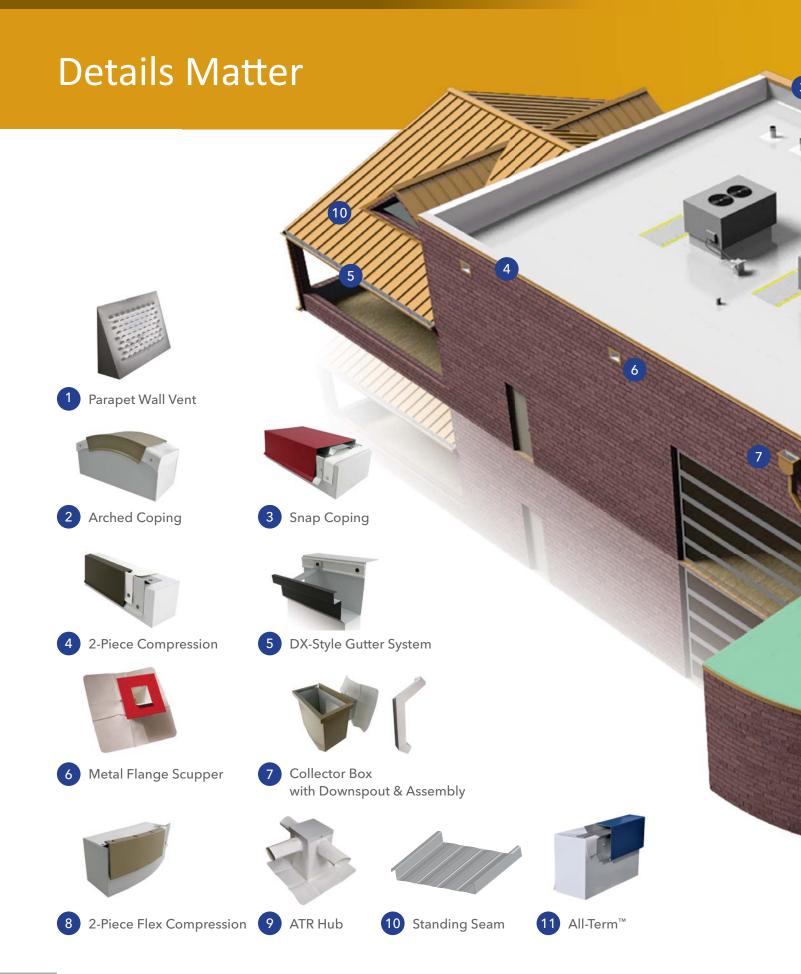
Exceptional Details for Exceptional Roofs.

Even the "World's Best Roof®" will only perform as well as its edge details, drainage system and other metal components. In fact, nearly three-quarters of all leaks originate not in the roof itself, but in these critical details.

High-quality metal products designed for Duro-Last® Roofing Systems offer you unsurpassed protection, durability and environmental efficiency – and are backed by industry-leading warranties and code compliance. Visit **exceptionalmetals.com** for a complete listing of products that are ANSI/SPRI ES-1 and FM approved.











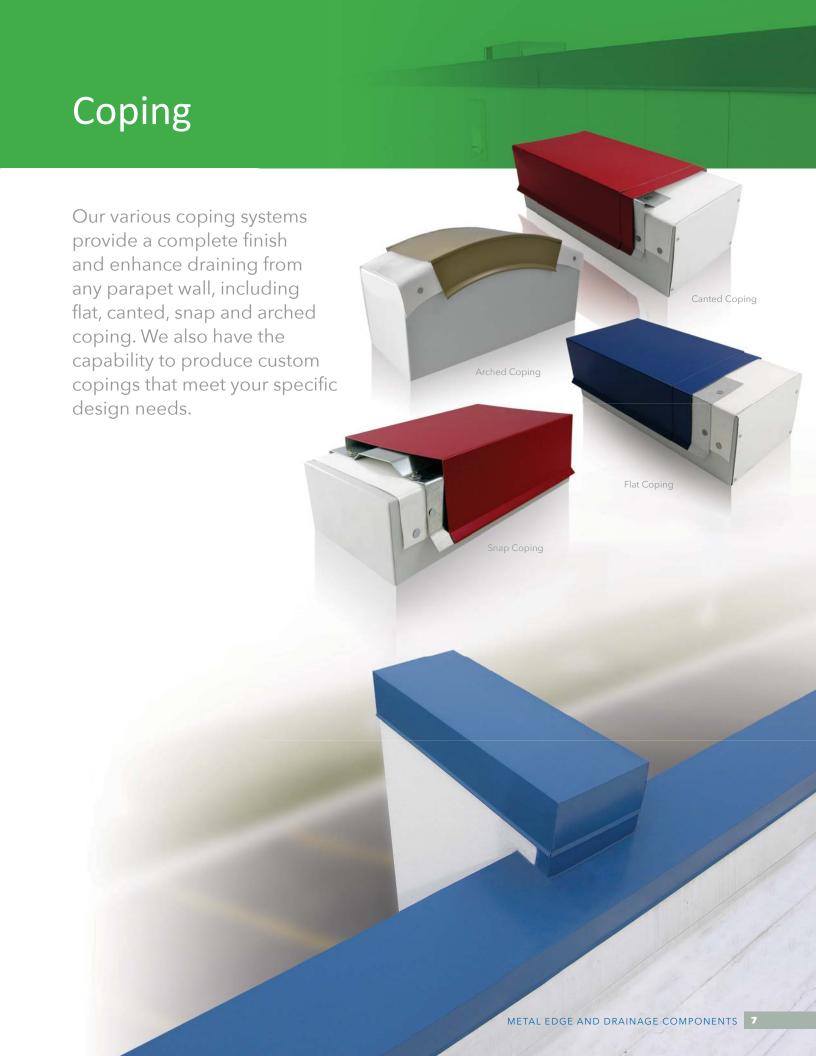
High-quality metal edge details from EXCEPTIONAL Metals create durable, reliable terminations and transitions with Duro-Last and other single-ply membrane roofing systems. They are available in a variety of stock finishes, which are usually shipped within five business days, as well as in custom finishes and designs.



Our edge details include:

- Universal 2-Piece Snap-On Compression Edge
- High-Profile® Fascia
- Snap-On Fascia Base
- Gravel Stop Covers
- Fascia Covers
- Edge Extenders
- T-Edge
- Vinyl-Coated Drip Edge
- All-Term[™]

Contact us to see how you can get same day or express shipping on some of our most popular details and colors.



Gutters

Duro-Last X-Series Gutters by EXCEPTIONAL Metals come in four box-style profiles and a variety of sizes to accommodate virtually any drainage need.





Downspouts are available in a variety of sizes with a traditional closed face or an open face, which prevents blockages from ice and debris.



Conductors and Scuppers

Conductor boxes and scuppers are precisely crafted to exact specifications, offering you through-wall drainage in a package that enhances the aesthetics of your design.



Our products include:

- Collector Boxes
- Single and Double Skirt Scuppers
- Metal Flange Scuppers
- Conductors







Custom Capabilities

You have an idea. We can bring it to life. Duro-Last's EXCEPTIONAL Metals division has the custom design and fabrication capability to create nearly any edge metal, drainage or trim design concept – and make sure it works perfectly with your roofing system.



The Color of Quality

Duro-Last offers a range of standard colors.

Duro-Last's standard colors are 70% PVDF Kynar® 500/Hylar® 5000 Trinar produced by AkzoNobel. They are formulated to ensure consistent color and quality on either Galvalume® HD galvanized or aluminum substrates.

We also offer a mill-finished Galvalume with a twosided, clear chromate/acrylic finish. It eliminates handprints and stains from handling and storage. The acrylic finish dissolves over time, allowing for natural and even weathering.





Environmental Performance

Duro-Last edge metal products contain recycled materials and are recyclable at the end of their useful life. They use infra-red reflective pigments and meet EPA ENERGY STAR® Roof Products Program performance criteria for steep slope roofing applications.





Let's get started!

How can Duro-Last and EXCEPTIONAL Metals help you create a roofing system that is functional and beautiful? Contact us at 1-800-248-0280 or visit exceptionalmetals.com.

Paint and Substrate Warranties Best-in-Class Warranties 35-year non-prorated Kynar® 500/Hylar® Duro-Last leads the roofing industry with comprehensive 5000 paint warranty with a 20-year warranty coverage. We work hard and stand by every Galvalume® substrate warranty square foot. With our warranty groupings, we have a level • 35-year non-prorated Kynar paint and of coverage right for any job. 25-year aluminum substrate warranty • 25-year non-prorated Galvalume® Plus (Acrylic coated Galvalume®) warranty



For more information give us a call or visit our website today.

800-248-0280 exceptionalmetals.com

"Duro-Last", the "World's Best Roof," "High-Profile" and "EXCEPTIONAL" are registered trademarks owned by Duro-Last, Inc.

"Kynar" is a registered trademark of Arkema, Inc.

"Hylar" is a registered trademark of Solvay Solexis S.p.A.
Galvalume is a registered trademark of BIEC International Inc.
ENERGY STAR* is only valid in the United States
Metal Edge Booklet – DL_EM Original 3/15 Rev 1.20.17, 6.5.18 – EM090005











THANK YOU

Thank you for choosing the Duro-Last® Roofing System for your building. Duro-Last is a superior roofing system, backed by the strength and quality assurance of a leader in roofing technology.

Your Duro-Last warranty is an agreement between you, the Owner, and Duro-Last, Inc. ("Duro-Last"), assigning responsibilities to each.

Please be sure to review and follow the Duro-Last Owners Maintenance Checklist, available at www.duro-last.com/duro-last/careandmaintenance. This document will help you protect your investment by eliminating costly repairs and potential damages to your building. You have purchased a strong and long-lasting roofing system, however, general routine maintenance protects your investment.

Safety Measures



Safety should always be your number-one priority, and rooftop repair and construction can be a dangerous activity requiring strict compliance with recommended safety procedures. You must always protect anybody on the roof. Consult OSHA and local safety agencies for safety guidelines.

Emergency repairs must be undertaken with all necessary precautions. If any electrical hazard is present, the electricity should be shut off until emergency roof repairs can be safely completed. If the roof is in danger of collapse from a buildup of water, snow or ice, the building should be evacuated immediately before corrective action(s) are taken.



CAUTION! The Duro-Last Roofing System can get slippery. Be aware of all slippery surfaces (i.e. wet, icy, or snow covered) when accessing, working on and departing from the roof.

In Case of Leaks

If a leak should appear in your Duro-Last Roofing System, you are required to do the following:

- Immediately call the Duro-Last Warranty
 Services Department at 1-866-284-9424 or
 e-mail us at ws@duro-last.com.
 - Depending upon which Duro-Last warranty you have selected, Duro-Last must be notified within 7 to 14 days of discovery of the leak in order to meet the terms and conditions of the warranty. Review your warranty carefully and make note of all required timelines.
 - Please be advised that the Duro-Last warranty does **not** provide for cost-free leak investigations of claims not attributable to Duro-Last or not covered by the warranty terms.
- Inspect the leak area in order to verify that the cause of the leak is covered under the terms of your Duro-Last warranty. You can contact the authorized Duro-Last contractor that installed your roofing system, or you can contact

- Duro-Last for a list of authorized contractors in your area. If a Duro-Last Quality Assurance Technical Representative or authorized contractor investigates a leak and finds the cause is one that is not covered by the Duro-Last warranty, you will be invoiced for the cost of the investigation.
- Even if you report a problem directly to your authorized Duro-Last contractor, you must also report it to Duro-Last.
- Experience has shown that roof damages are
 often caused by individuals or companies
 performing other maintenance (unrelated to
 the roofing system itself) such as HVAC repair,
 satellite dish repair, alterations or construction
 on a building during or after the installation of
 the Duro-Last Roofing System. Damage from
 these individuals or companies is not covered
 under your Duro-Last warranty.
- If emergency repairs are required, take immediate action to prevent water from continuing to enter the roofing system and building interior. Please notify Duro-Last of the repair as soon as possible, preferably no later than the next working day. Emergency repairs must be reasonably controlled so as not to significantly increase the scope of permanent repairs. This can be completed by applying duct tape or caulking over the leak source.

How to Maintain a Duro-Last Roof

A roof maintenance program has two aspects:

SCHEDULING ROOFTOP MAINTENANCE INSPECTIONS

At least two visual maintenance inspections should be made every year. Ideally, one inspection should take place in the spring to check on damage that may have occurred in the winter, so repairs can be scheduled during the summer months.

The second maintenance inspection should be in the fall to be sure that the Duro-Last Roofing System is in good condition for the upcoming winter months. Inspection should also be made after any other occurrences that might affect the roof, such as storms, hail or high wind events, construction activities, fires, etc.

2 CONDUCTING MAINTENANCE INSPECTIONS

All components of the Duro-Last Roofing System should be closely inspected by your authorized Duro-Last contractor and a record made of any signs of deterioration, unusual traffic patterns, poor drainage, accumulated debris, displacement or loss of ballast or other conditions.



Please note that a documented Owners
Maintenance Checklist is required for select
Duro-Last warranties. The Checklist can
be found at www.duro-last.com/duro-last/
careandmaintenance.





Why Regular Inspections and Maintenance?

Buildings and roofs are constantly under attack by weather, structural movement and stresses, and chemicals present in the atmosphere. While normal aging will occur on all roofs, problems stemming from neglect, equipment additions, unintended abuse, contamination, trade damage, error or accident can result in costly repairs or failure of the roofing system – particularly if they are not detected and remedied in a timely manner.

The Duro-Last Owners Maintenance Checklist will help detect problems before they become serious, so you can avoid interruptions of building function – and more importantly, protect your investment by extending the serviceable life of the roof.

The Duro-Last Owners Maintenance Checklist can be found at www.duro-last.com/duro-last/careandmaintenance. You can also request a copy by emailing us at ws@duro-last.com or by calling 1-866-284-9424.

Sealants

A primary area of maintenance on any roofing system is the sealants due to the extreme stresses on these areas. All pitch pan fillers, caulking and sealants must be examined during regular maintenance inspections.

While Duro-Last uses only the highest quality sealants for the Duro-Last Roofing System, over time sealants are susceptible to cracking, pulling away from the walls or other surfaces, and splitting. It is important to examine all metal flashings, counterflashings, expansion joints and pitch pockets, replacing sealant at the first sign of deterioration. Sealants used for maintenance and repair must be supplied by Duro-Last; only sealants purchased from Duro-Last are covered under the terms of the Duro-Last warranty.



A roof structure should provide for positive drainage to eliminate ponding water.

The weight resulting from inadequate or insufficient drainage may deflect the decking and framing, causing damage to the structure and the roofing system. Ensuring proper roof drainage is a very important item in a maintenance program.

Most Duro-Last warranties do not exclude ponding water from warranty coverage, however, Duro-Last shall have no liability for any structural damage that results from inadequate or insufficient drainage. Structural issues as a result of ponding water

should be addressed with your engineering and architectural advisors.

Drains must be kept clear, and any debris that may clog a drain, such as tennis balls, baseballs, leaves, beverage containers, excessive debris, etc., must be removed during each maintenance inspection.

Every drain should have a clean "leaf" grate present to prevent clogging of the drainpipes. A rooftop maintenance inspection in the late fall should also include the removal of leaves.





Common debris such as snow and leaves should be removed as necessary, using a push broom or plastic shovel.

Another way of removing leaves and other debris, as well as observing drainage patterns and activity, is to "wash" the roof. Washing also removes dirt from the roof surface, which is helpful for reviewing typical membrane wear during the roof inspection. On white Duro-Last Roofing Systems, washing will also help maintain the membrane's appearance and solar reflectivity.

When cleaning the membrane surface, we recommend the use of Duro-Last Roof Wash. Non-sudsing, non-abrasive, powdered cleanser such as Spic and Span® or Simple Green® can also be used. Solvent-based cleaners cannot be used. If using a power washer, do not exceed a max PSI of 1000, and the usage of a wide tip nozzle with a maintained minimum of 12" distance between nozzle and roof is required.

Damage caused by power washing is not covered under the terms of the Duro-Last warranty.

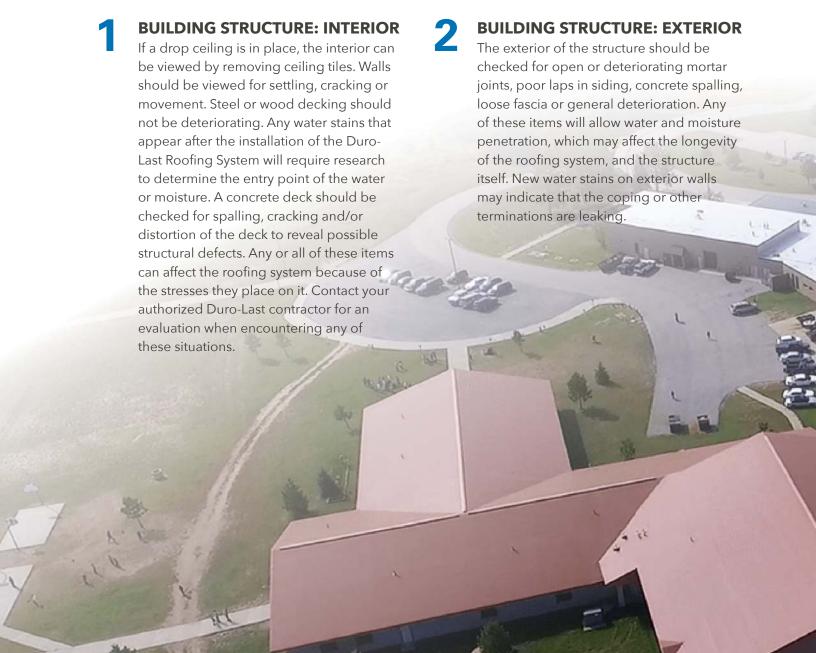
Parapet Walls

Parapet walls should be checked during maintenance inspections for deteriorating copings, cracked or open mortar joints, or other signs of wear and tear. Deterioration of the parapet wall can lead to water penetration into the structure, which is not

only harmful to the structure, but may also cause the failure of components of the roofing system. Insulation, decking, framing, joints and the fasteners in a mechanically-attached roofing system may all be adversely affected by moisture penetration.

Building Structure

The condition of the interior and exterior structure must also be checked during your regularly scheduled maintenance inspections. Defects within a structure can affect the roofing system because of the interactions between the structure and the roofing system.





Tie-in areas should be thoroughly evaluated during maintenance inspections for any sign of failure. Tie-ins bring different materials in contact, which may create areas of stress. The sealants and other items in these areas should be reviewed for cracking, splitting or gaps. Degradation

of another, non-Duro-Last Roofing System may adversely impact the performance of the Duro-Last Roofing System. Any questions regarding the life of a tie-in should be directed to Duro-Last or your authorized Duro-Last contractor for warranty considerations.



Overburden & Ballast

If a ballasted system has been installed, the ballast should be evenly distributed. Extreme care should be taken when inspecting the ballast, reviewing the corners, perimeter and around penetrations for bare spots due to the increased wind effects in these areas. The ballast should be redistributed, taking

care to not damage the Duro-Last Roofing System. If your inspections reveal that the ballast is being moved repeatedly, it may be necessary to place an interlocking paver system in these areas. The even distribution of ballast can have a direct correlation to the longevity of your roofing system.

Air Conditioning Units

Care must be taken to ensure that any small, sharp debris are removed. Always check around air conditioning equipment, other penetrations, elevation changes and areas of access. HVAC units should be checked to ensure that the access panels are properly fastened in place, and that the drainage lines are functioning properly. Clogged drain lines and missing access panels are items that create leakage into the structure.

Note: It is very important that cleaning solutions for HVAC units are not harmful to the Duro-Last Roofing System. Visit www.duro-last.com/hvaccleaners or contact Duro-Last at 1-866-284-9424 for a current list of compatible cleaners.

Good Housekeeping

The final area of inspection is the general appearance of the roof and the surface conditions of the membrane. General appearance is primarily a function of housekeeping. Debris and poor drainage can directly affect the roofing system. An effective maintenance program such as the Duro-Last Owners Maintenance Checklist will address these items and prevent damage to your roofing system.

Refer to the Duro-Last Owners Maintenance Checklist located at www.duro-last.com/duro-last/careandmaintenance for a comprehensive guide covering topics such as, but not limited to: common causes of roof failure, roof care and detailed maintenance checklists.







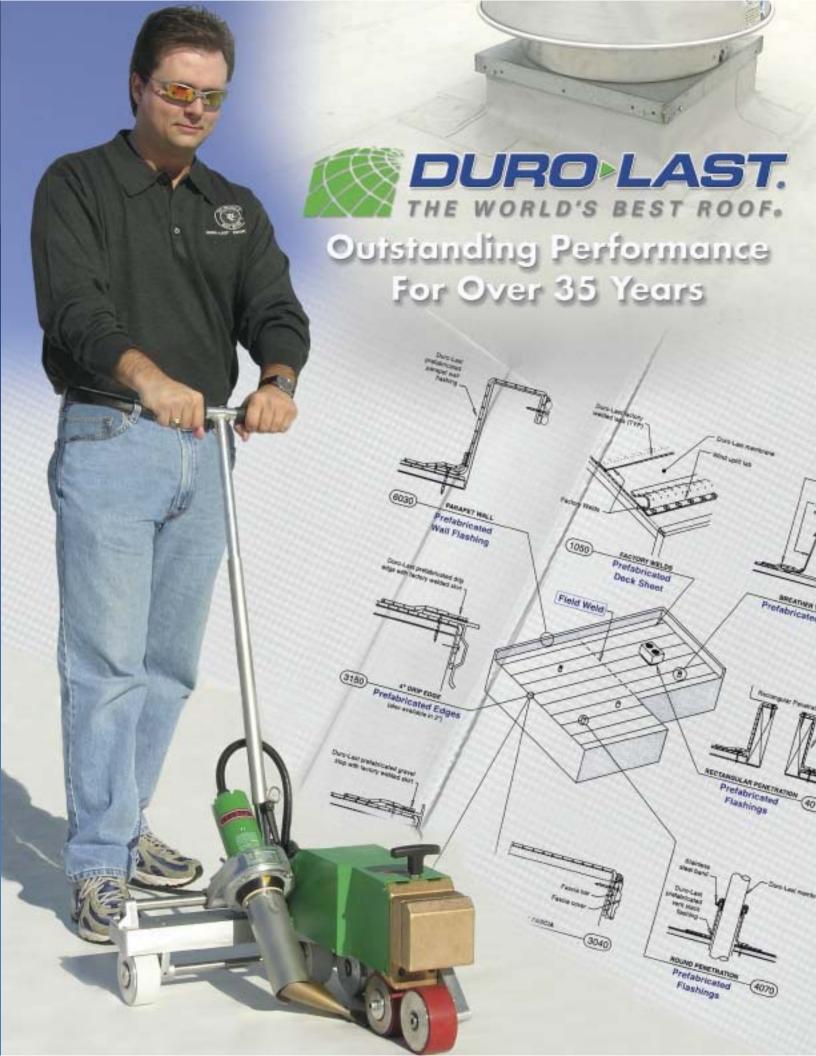
For more information give us a call or visit our website today.

800-248-0280 duro-last.com











THE PROVEN PER

EXCEPTIONAL® Metals



Selecting your metal roof details and drainage accessories from EXCEPTIONAL Metals, a division of Duro-Last, is convenient and easy.

Our broad product line, available in various metal finishes, offers plenty of aesthetic design options. EXCEPTIONAL Metals can even fabricate custom products to meet your needs. By using EXCEPTIONAL Metals details, every component of your roof is protected with a single comprehensive edge-to-edge warranty.

CUSTOM PREFABRICATED DECK SHEETS

Duro-Last's deck sheets are prefabricated in sections up to 2,500 square feet to fit every roof exactly to its specifications. Up to 85% of the field seams are completed under ideal factory-controlled conditions, eliminating waste, saving on labor, and preventing leaks.

DURO-LAST'S EXCLUSIVE 2-WAY VENTS



Duro-Last's breather vents help control negative air pressure and provide a means of escape for condensation that occurs in the roof assembly.

RFORMER® NO WARRANTY EXCLUSIONS FOR PONDING WATER OR CONSEQUENTIAL DAMAGES Duro-Last's 16 available warranties provide unparalleled security for virtually all commercial roofing applications. Our standard, comprehensive 15-Year No Dollar Limit (NDL) Warranty is the best in the industry. It's transferable, has no exclusions for ponding water, and provides coverage against consequential damages that result from material defects and the authorized contractor's installation of Duro-Last products. We also offer 20-year warranties that include 15 years of consequential damage coverage as well as warranties for installations in hail and/or high-wind areas. CUSTOM PREFABRICATED STACK FLASHINGS **CUSTOM PREFABRICATED CURB FLASHINGS** One-piece custom prefab-Duro-Last's stacks are also ricated curb flashings are custom prefabricated under made to the exact size of the ideal factory-controlled conunits on your roof. Other ditions, from 1" diameter to

Duro-Last's stacks are also custom prefabricated under ideal factory-controlled conditions, from 1" diameter to any required size. Factory prefabrication reduces field labor costs and leaks common to site-created flashings.

One-piece custom prefabricated curb flashings are made to the exact size of the units on your roof. Other systems require hand cutting and the fitting of as many as eight pieces of material for each curb. The result – less labor and a more efficient installation.

The Duro-Last Difference

Custom Prefabrication Sets Us Apart

A majority of the long-term problems that arise with most roofing systems are due to installation workmanship. By performing 80-85% of membrane seaming in our controlled factory environment, Duro-Last reduces the potential for rooftop installation errors and leaks. Custom-fabricated stacks and curb flashings also eliminate most on-site work at critical roof areas, such as penetrations and transitions. Plus, a Duro-Last roof can be installed more quickly than other systems, without disrupting building activities.

Made With Integrity

The Duro-Last roofing system passes 14 quality control checkpoints before it's shipped, assuring a high-quality material that provides watertight protection for its entire service life. Customer satisfaction is our main goal at Duro-Last. From the production staff creating the material to the authorized contractor installing the roofing system to our quality assurance tech reps that inspect every job, stringent requirements are met at each step before our industry-leading warranty is issued.

Proven Performance

Since its inception in 1978, the Duro-Last roofing system has evolved into the "World's Best Roof," and today we are the world's largest manufacturer of prefabricated single-ply roofing systems. Duro-Last's reputation for quality stems from long-term, steady family ownership, a time-tested product formulation, and a highly-refined installation method that relies on dependable, authorized contractors. Our roofing system is The Proven Performer®, delivering over three decades of unmatched performance, and providing building owners with continuous leak-proof protection.

CUSTOM PREFABRICATED PARAPETS AND WALL FLASHINGS

Parapet and wall flashing details are prefabricated to fit these surfaces exactly, eliminating on-site labor and material waste. If required by the project, flashings can be made to completely wrap the parapet — providing waterproof protection against leaks related to aged wall surfaces.



The "World's Best Roof" says it all...

Since 1978, Duro-Last® Roofing, Inc. has manufactured a custom-prefabricated, reinforced, thermoplastic single-ply roofing system that is ideal for any flat or low-sloped commercial, industrial or institutional application. Extremely durable and easily installed without disruption to daily operations, the Duro-Last roofing system is also leak-proof, resistant to chemicals, fire and high winds, and virtually maintenance-free. Our highly-reflective white membrane delivers real energy cost savings and can also help in obtaining credits toward LEED® and LEED-EB certification. A new Duro-Last roof is ideal for new or retrofit applications, and can often be installed over an existing roof without an expensive tear-off. Backed by the roofing industry's best warranties, over a billion and a half square feet of Duro-Last membrane have been installed on buildings of all types throughout North America.

DURO-LAST...MANUFACTURING STANDARDS ABOVE
THE REST AND CUSTOMER SERVICE SECOND TO NONE...
TRULY THE "WORLD'S BEST ROOF"®

COMPARE THE FACTS:

Company	Duro-Last	A	В	С
Membrane Type	PVC	ТРО	EPDM	Modified Bitumen
Custom Prefabricated Deck Sheets?	Yes, eliminates 80-85% of field seams	No, all seams are handmade on-site	No, all seams are handmade on-site	No, all seams are handmade on-site
Sheet Construction	Factory prefabricated into panels up to 2,500 sq. ft.	Roll goods only; 500 - 1,000 sq. ft. coverage per typical roll	Roll goods only; 1,000 sq. ft. coverage per typical roll	Roll goods only; 100 sq. ft. coverage per typical roll
Custom Prefabricated Curb & Stack Flashings?	Yes	Yes	No	No
Custom Prefabricated Scuppers & Parapets?	Yes	No	No	No
All Flashing Material Reinforced?	Yes	No	No	No
Flashing Method	All heat- welded	Adhesive or heat-welded	Adhesive	Hot mopped, cement or torch- applied
Warranty Coverage	Repair or replacement	Repair only	Repair only	Repair only
Warranty Issued At No Additional Cost?*	Yes	No	No	No
Warranty Coverage For Consequential Damages?*	Yes	No	No	No

^{*15-}Year Warranty

"Duro-Last", "Proven Performer", and the "World's Best Roof" are registered marks owned by Duro-Last Roofing, Inc. ENERGY STAR is only valid in the United States. Proven Performer Brochure 4/12 – 95171-010 / M#DL02-0007





















Castle On The Hill in Sioux City, Iowa Installed by Nohava Construction, Co.



Roof installation in Saginaw, Michigan.



Columbus High School in Columbus, Texas Installed by Jaco Construction



HVAC unit installed in Alma, Michigan.



Gates-McDonald Office Building in Hilliard, Ohio Installed by Chemcote Roofing, Co.

Duro-Last Roofing, Inc. Manufacturing Facilities

CORPORATE HEADQUARTERS 525 Morley Drive Saginaw, MI 48601 800-248-0280 Fax: 800-432-9331

111 N. Valley Drive Grants Pass, OR 97526

800-356-6646

Fax: 800-566-2698

6200 I-55 South Jackson, MS 39272 800-434-3876

Fax: 866-602-4387

1409 E. SADC Avenue Sigourney, IA 52591 888-500-3574

Fax: 888-501-3574

www.duro-last.com

