APPLICATION AND CERTIFICATE FOR PAYMENT DEPARTMENT OF PUBLIC WORKS CITY OF RACINE

		Commissioner of Public Works Date	Project Engineer, Date 2 6 17 Department Head	APPROVED AND PAYMENT AUTHORIZED:	Net Change by Change Orders 9, 255.11 0.00	TOTAL 9,255.11 0.00	No. Date No. 1 1/18/22	Subsequent Change Orders Approval Resolution	TOTAL 0.00		Change Orders Approved in Previous Months by Owner	CHANGE ORDER SUMMARY: ADDITIONS \$ DEDUCTIONS \$	Contract Name Roof Replacement 1415 Hampden Place	Contract No. 2021032	Racine, Wisconsin 53403	10: Commissioner of Public Works730 Washington Avenue Room 303
Retainage = \$ 1,524,00 (paid lader)	Final Payment = \$9,466:21		#1 \$ 1,805.76 #2 \$ 57,419.14	Less Previous Payments	Total Earned Less Retainage	Retainage% of	Total Work Completed to Date	(Including Change Orders)	Contract to Date	Net Change by Change Orders	Original Contract Bid	ONS \$	Period from $8/1/2021$ to	Payment No. 3 (Final)	Address Hartford, WI 53027	Contractor H.I.S. Comp
4.00 (paid leuter)	\$ 10,990.21	\$ 59,224.90			\$ 70,215.11	\$ 0.00	\$ 70,215.11	\$ 70,215.11		\$ 9,255.11	\$ 60,960.00		10/31/2021		3027	



Industrial Roofing Services, Inc. 13000 West Silver Spring Drive Butler, Wisconsin 53007

Butler, Wisconsin 53007 Phone: (262) 432-0500 Fax: (262) 432-0504 www.irsroof.com

January 24, 2022

Mr. Ronald Pritzlaff City of Racine DPW 730 Washington Ave. Racine, WI 53403

Re: 2021032 Hampden Place

Dear Mr. Pritzlaff:

Enclosed you will find the final application for payment, change order, waivers of lien, and warranties for the 2021032 Hampden Place roof replacement. This is being submitted by HIS Comp, LLC. The payment application has been approved and is being forwarded to you for processing and payment.

Please feel free to contact me with any questions.

Sincerely,

INDUSTRIAL ROOFING SERVICES, INC.

Kim Wesell Controller

Enclosures

To General Comment Counting PROJECT PR	PAGE PAGE	PAGE ONE OF 1 PAGES 2
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ORIGINAL CONTRACT SUM	The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been	e Contractor's knowledge,
ORIGINAL CONTRACT SUM	completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and	or Payment were issued and
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ALA DOCUMENT G703

PAGE 2 OF 2 PAGES

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CHRIFICATION FOR PAYMENT, contaming Contractor's signed certification is attached.

Use Column I on Contracts where variable retaining for line items may apply.

APPLICATION NO:
APPLICATION DATE: 1

12/31/21

			A COUNTY OF THE PARTY OF THE PA			2		=	-
		VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION 1D + E)	PLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN	TOTAL COMPLETED AND STORED TO DATE	. e	HALANCE TO FINISH (C - G)	RETAINAGE
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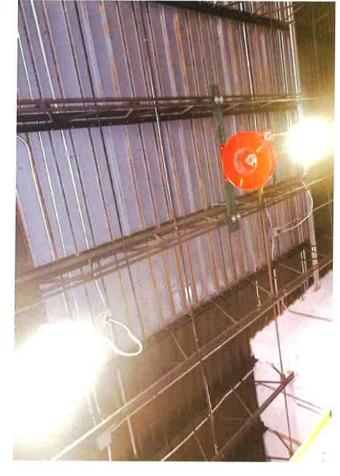
CITY OF RACINE DEPARTMENT OF PUBLIC WORKS

CONTRACT CHANGE ORDER

Contract No.	& Name	Contract 2021032 - Roof Replacement a	at 1415 Ham	pden Place		
C.O. No	1	1 Funding Account(s) Original Contract			\$	60,960.00
	_	45040-57200 - DPW Building Improvements	_Previous (C.O.'s	\$	
	_		Contract T	- Total	\$	60,960.00
Contractor		HIS COMP, LLC				
	٧	We mutually agree to the contract change order as h	erein deline	ated.		
Item		of Changes - Quantities, Units, Unit Prices, Change	e in	Decrease		ncrease
No.	Completion	n Schedule, etc.		in Contract	in	Contract
1-A 1-B	Materials	oof Deck Replacement an - 83.5 Hours @ \$98/Hour				\$2,904.31 \$8,183.00
2-A 2-B	Materials	nn - 31 Hours @ \$98/Hour		\$542.75 \$3,038.00		
3-A 3-B 3-C	Charge bac	ductions of Allowance included in Contract ok for repairs made by City Electricians ok for United Mechanical service call		\$5,000.00 \$200.45 \$212.50		
	Total Decre Total Increa Change in (\$5,412.95 XXXXXXXXX		XXXXXXX \$14,668.06 \$9,255.11
Adjusted Con	tract Amoun	t	2	\$70,	215.1	1
		completion in the contract is extended by 45 days. ecome an amendment to the contract and all provise Contractor	sions of the o	contract will app	8-	eto. [2]
Recommende	ed by	Engineer/Department Head	*	Date	·	
Approved by		Finance Director		Date		
Approved by		Commissioner of Public Works		Date		
Authorized by	Resolution	No.		Date	1	



T&M for Roof Deck Replacement





T&M for Roof Deck Replacement









T&M for Gutter Edge Replacement

WAIVER OF LIEN

Date: 12/21/2021	
Upon receipt of \$10,990.21	we hereby waive final rights and claims for lien on land and buildings about

to be erected, altered or repaired and to the appurtenances thereunto.

Total payments received to date - \$59,224.90

For: City of Racine Owner

By: HIS Comp LLC Contractor,

Reason: Labor and Materials

Same being situated in State of Wisconsin, describe

As located 1415 Hampden Place

For all labor performed and/or for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, including disposal unit except none.

Much R Schutt - HIS Corp Accountant

Contractor Signature- Company- Title

Mark R School- HLS Comp Accountant

Print Contractor Name - Company - Title

GULFEAGLE SUPPLY

DISTRIBUTORS
ROOFING AND SHEET METAL PRODUCTS

FINAL WAIVER OF LIEN

Whereas, the undersigned GULFSIDE SUPPLY, INC. d/b/a GULFEAGLE SUPPLY has been heretofore employed by

H I S COMP LLC

to furnish certain labor or material, or both, for the building owned and located at CITY RACINE DPW*

1415 HAMPDEN PLACE RACINE, WI 53403-1714

Now, therefore, the undersigned, for a good and valuable consideration, the receipt which is hereby acknowledge, does hereby waive and release unto the owner of said premises any and all lien, right of lien, or claim of lien as to the above described building and real estate, only on account of such labor or material, or both, furnished for the incorporated into said building by the undersigned prior to the date hereof. This lien waiver is not perfected until the remittance has cleared the bank.

Branch: GULFEAGLE SUPPLY-PEWAUKEE, WI 67

Title: FINANCIAL SERVICES MANAGER

Executed this 21st day of December, 2021

STATE OF FLORIDA	
COUNTY OF HILLSBOROUGH	
d/b/a GULFEAGLE SUPPLY a Florida corporation,	AL SERVICES MANAGER of GULFSIDE SUPPLY, INC. and that he/she, being authorized to do so, executed the d, by the signing the name of the corporation by himself/ GULFEAGLE SUPPLY by means of
as identification, ID #	and who did/did not take an oath.
(SEAL) NOTARY PUBLIC	· ann Marie Milling
* #GG 10TET9 State of	at large
2900 East / Tampa, Floring # 200 - Tampa, Floring	rida 33605 ~ (813) 636-9040 ~ Fax (813) 549-1812



ROOFING GUARANTEE

5700 Hwy K Hartford, WI 53027 262-644-5297

Fax: 262-644-5258

Whereas: H.I.S. Comp., LLC of: 5700 Hwy K, Hartford WI 53027 herein called "Contractor"

Has completed application of the following roof: Racine DPW - Hampden Plantage Plant

Owner: City of Racine, Wisconsin

Address of Owner: 730 Washington Ave, Racine WI 53403

Type and Name of Building: Racine DPW

Location: 1415 Hampden Place, Racine WI 53403

Date of Completion: 10/01/2021

Date Guarantee Expires: 10/01/2023

Whereas, at the inception of such work, Contractor hereby Guarantees, subject to the conditions herein set forth, that during a period of Two (2) years from the date of completion of said roof, it will, at its own cost and expense, make or cause to be made such repairs to said roof resulting solely from faults or defects in materials or workmanship applied by or through contractor as may be necessary to maintain said roof in watertight condition.

This guarantee is made subject to the following conditions:

- 1. Specifically excluded from this guarantee is any and all damage to said roof, the building or contents caused by the acts or omissions of other trades or contractors; lightning, windstorm, hailstorm, flood, earthquake or other unusual phenomena of the elements; foundation settlement; failure or cracking of the roof deck; defects or failure of material used as a roof base over which the roof is applied; faulty construction of, copings, chimneys, skylights, vents, supports, or other parts of the building; vapor condensation beneath the roof; penetrations for pitch boxes; water leakage due to erosion and porosity of mortar and brick; dry rot; stoppage of roof drains and gutters; inadequate drainage, slope, or other conditions beyond the control of Contractor which cause ponding or standing of water; termites or other insects; rodents or other animals; or fire. If the roof is damaged by reason of any of the foregoing, this guarantee shall thereupon become null and void for the balance of the guarantee period unless such damage is repaired by Contractor at the expense of the party requesting such repairs.
- 2. Contractor is not liable for consequential damages to the building or contents resulting from any defects in said roof, including, but without limitation, any interruption of business experienced by Owner or occupants of the building.
- 3. This guarantee shall become null and void unless the Contractor is promptly notified in writing of any alleged defect in materials or workmanship and provided an opportunity to inspect and, if required by the terms of the Guarantee, to repair the roof.
- 4. No work shall be done on said roof, including, but without limitation, work in connection with flues, vents, drains, sign braces, railings, platforms, or other equipment fastened to or set on the roof, and no repairs or alterations shall be made to said roof, unless Contractor shall first be notified in writing, shall be given the opportunity to make the necessary roofing application recommendations with respect thereto, and such recommendations are complied with. Failure to observe this condition shall render this guarantee null and void. Contractor shall be

paid for time and materials expended in making recommendations or repairs occasioned by the work of others on said roof

- 5. This guarantee shall become null and void if the roof is used as a promenade or work deck or is sprayed or flooded, unless such use was originally specified, and the specification is noted in Paragraph 9 below.
- 6. This guarantee shall not be or become effective unless and until Contractor has been paid in full for said roof in accordance with the agreement pursuant to which such roof was applied.
- 7. This guarantee shall accrue only to the benefit of the original Owner named above. It is not transferable to any other person, except with the prior written consent of Contractor.
- 8. This guarantee is in lieu of all other guarantees or warranties, express or implied. ALL IMPLIED GUARANTEES AND WARRANTIES, AND SPECIFICALLY THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

IN WITNESS WHEREOF, this instrument has been duly executed this 01 day of December 2021

H.I.S. Comp., LLC

By Heather R. Kasimoff
Authorized Representative

GOLDEN SEAL TOTAL ROOFING SYSTEM WARRANTY



WARRANTY NO.: 1568228

BUILDING OWNER: CITY OF RACINE - DPW NAME OF BUILDING: CITY OF RACINE DPW

BUILDING ADDRESS: 1415 HAMPDEN PLACE RACINE, WI

DATE OF COMPLETION OF THE CARLISLE TOTAL ROOFING SYSTEM: 10/1/2021

DATE OF ISSUE: 10/26/2021

Carlisle Roofing Systems, Inc., (Carlisle) warrants to the Building Owner (Owner) of the above described building, that; subject to the terms, conditions, and limitations stated in this warranty, Carlisle will repair any leak in the Carlisle Roofing System (Carlisle Total Roofing System) installed by a Carlisle Authorized Roofing Applicator for a period of 20 years, commencing with the date of Carlisle's acceptance of the Carlisle Total Roofing System installation. However, in no event shall Carlisle's obligations extend beyond 20,5 years, subsequent to the date of substantial completion of the Carlisle Total Roofing System. See below for exact date of warranty expiration.

The Carlisle Total Roofing System is defined as the following newly installed Carlisle brand materials: Membrane, Flashings, Adhesives and Scalants, Insulation, Cover Boards, Fasteners, Fastener Plates, Fastening Bars, Insulation Adhesives and any other newly installed Carlisle brand products utilized in this installation.

TERMS, CONDITIONS, LIMITATIONS

- 1. Owner shall provide Carlisle with written notice via letter, fax or email within thirty (30) days of any leak in the Carlisle Total Roofing System. Owner should send written notice of a leak to Carlisle's Warranty Services Department at the address set forth at the bottom of this warranty. By so notifying Carlisle, the Owner authorizes Carlisle or its designee to investigate the cause of the leak. Should the investigation reveal the cause of the leak to be outside the scope of this Warranty, investigation and repair costs for this service shall be paid by the Owner.
- 2. If, upon inspection, Carlisle determines that the leak is caused by a defect in the Carlisle Total Roofing System's materials, or workmanship of the Carlisle Authorized Roofing Applicator in installing the same, Owner's remedies and Carlisle's liability shall be limited to Carlisle's repair of the leak. Carlisle shall have sole responsibility in determining the method of repair of the area.
- 3. This warranty shall not be applicable if, upon Carlisle's inspection, Carlisle determines that any of the following has occurred:
- (a) The Carlisle Total Roofing System is damaged by: natural disasters, lightning, fire, insects, animals, windblown debris or objects, earthquakes, tornados, hail, hurricanes, and winds of (3 second) peak gust speeds of 55 mph or higher measured at 10 meters above ground; or
- (b) Loss of integrity of the building envelope and/or structure, including, but not limited to, partial or complete loss of roof decking, wall siding, windows, roof top units, doors or other envelope components; or
- (c) All associated building components, including but not limited to the deck substrate, joists, columns and foundation, must also meet wind speed design requirements.
- (d) The Carlisle Total Roofing System is damaged by any acts, accidents, misuse, abuse, vandalism, civil disobedience or the like; or
- (e) Deterioration or failure of building components, including, but not limited to, the roof substrate, walls, mortar, HVAC units, non Carlisle brand metal work, etc., occurs and causes a leak, or otherwise damages the Carlisle Total Roofing System; or
- (f) Deterioration of metal materials and accessories caused by marine salt water, atmosphere, or by regular spray of either salt or fresh water; or

- (g) Acids, oils, harmful chemicals and the like come in contact with the Carlisle Total Roofing System and cause a leak, or otherwise damage the Carlisle Total Roofing System; or
- (h) The Carlisle Total Roofing System encounters leaks or is otherwise damaged by condensation resulting from any condition within the building that may generate moisture; or
- (i) The Carlisle Authorized Applicator or any additional contractor or subcontractor failed to follow Carlisle's published specifications and details for the approved system assembly or failure to correct all installation deficiencies listed in any Carlisle inspection report.
- 4. This Warranty shall be null and void if any of the following shall occur:
- (a) If, after installation of the Carlisle Total Roofing System by a Carlisle Authorized Roofing Applicator, there are any alterations or repairs made on or through the roof or objects such as, but not limited to, structures, fixtures, solar arrays, wind turbines, roof gardens or utilities are placed upon or attached to the roof without first obtaining written authorization from Carlisle; or
- (b) Failure by the Owner to use reasonable care in maintaining the roof, said maintenance to include, but not be limited to, those items listed on Carlisle's Care & Maintenance Guide which accompanies this Warranty.
- 5. In addition, it shall be Owner's sole responsibility to remove and re-install at Owner's expense, all obstructions, including, but not limited to, structures, fixtures, solar arrays, wind turbines, roof gardens, utilities or other overburden from the affected area as determined by Carlisle that would hinder or impede repairs being made in the most expedient and least expensive manner possible. Owner shall be responsible for all costs associated with any loss of power generation in the event that removal of a solar array is required to repair the roofing system.
- 6. During the term of this Warranty, Carlisle shall have free access to the roof during regular business hours.
- 7. Carliste shall have no obligation under this Warranty while any bills for installation, supplies, service, and/or warranty charges have not been paid in full to the Carlisle Authorized Roofing Applicator, Carlisle, or material suppliers.
- 8. Carlisle's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision.
- 9. Carlisle shall not be responsible for the cleanliness or discoloration of the Carlisle Total Roofing System caused by environmental conditions including, but not limited to, dirt, pollutants or biological agents.
- 10. Carlisle shall have no liability under any theory of law for any claims, repairs, restoration, or other damages including, but not limited to, consequential or incidental damages relating, directly or indirectly, to the presence of any irritants, contaminants, vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like in the building or in the air, land, or water serving the building.
- 11. This warranty shall be transferable upon a change in ownership of the building when the Owner has completed certain procedures, including a transfer fee and an inspection of the Roofing System by a Carlisle representative.
- 12. Any dispute, controversy or claim between the Owner and Carlisle concerning this Limited Warranty shall be settled by mediation. In the event that the Owner and Carlisle do not resolve the dispute, controversy or claim in mediation, the Owner and Carlisle agree that any and all suits, proceedings, or claims shall be filed in either the state courts of Cumberland County, Pennsylvania or in the United States District Court for the Middle District of Pennsylvania. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts.

1000) Rev 04 2)

- 13. Roof System Design Assembly: Carlisle, as manufacturer of commercial roofing products with the sole purpose of offering products for an Owner, design professional, architect, consultant, or engineer when designing/choosing a roof system assembly, assumes no liability nor implies to the suitability of the products for any particular assembly or specific building operation or structure. The Owner, design professional, architect, consultant, or engineer is solely responsible for the assembly chosen for a particular building structure to include the responsibility to properly calculate wind uplift values, design dead loads and live loads, and suitability and condition of building envelope substrate, decking, parapets, drainage, slope, and other attributes pertaining to the performance of the roof system assembly.
- 14. The Carlisle Authorized Applicator or any additional contractor or subcontractor are not agents of Carlisle.

CARLISLE DOES NOT WARRANT PRODUCTS UTILIZED IN THIS INSTALLATION WHICH IT HAS NOT FURNISHED AND SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION AND PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY CARLISLE OR THE PRIOR EXISTING ROOFING MATERIAL OVER WHICH THE CARLISLE ROOFING SYSTEM HAS BEEN INSTALLED.

THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OF THE CARLISLE TOTAL ROOFING SYSTEM OR ITS COMPONENTS. THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHICH EXTEND BEYOND THE FACE HEREOF. CARLISLE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS UNDER ANY THEORY OF LAW.

BY: Mark J. Long

AUTHORIZED SIGNATURE

Mark & Long

TITLE: Director, Technical and Warranty Services

This Warranty Expires: 10/25/2041

Carlisle Care and Maintenance Guide

In order to ensure the long-term performance of your Roofing System and continued warranty service and coverage, regular rooftop maintenance inspections are necessary. While normal aging will occur on all roofs, if not detected early, problems stemming from abuse, contamination, accidents and severe weather can result in extensive and costly repairs or premature failure of the roofing system. Single-ply Roofing Systems are typically low-slope and easy to inspect, but caution must be taken to ensure safety. Carlisle disclaims and assumes no liability for any rooftop activity.

- Owner must retain records related to the Roofing System. Such records include, but are not limited to: the warranty document and serial number, maintenance inspection logs, rooftop traffic logs, service logs, and invoices for work performed on the roofing system.
- Inspect the roof at least every six months (preferably spring and fall) and immediately following any weather event that includes excessive rainfall, high winds and/or hail warnings. Increased number of rooftop maintenance inspections may be required on some roofs as the location may dictate, such as higher trees near the building which will accumulate leaves and debris on the roof and have adverse effects on drainage. In addition, rooftop maintenance inspections should occur after regular maintenance of any rooftop unit.

When inspecting the Rooting System, pay special attention to the following:

- Walls/Parapets/Roof Edge Wind damage often begins at the perimeter of the roof. Ensure all membrane terminations and edge metal and copings are secure.
- Roof Deck Membrane Inspect the field of the roof, scanning for damage caused by wind-blown debris or traffic.
- Penetrations/Rooftop Units Inspect the membrane, flashings and terminations around penetrations and roof top units for possible damage from service work. Ensure the units and terminations are secure.
- Remove debris (leaves, dirt, trash, etc.) Good roofing practice dictates that water should drain from the roof and that ponded water should evaporate within 48 to 72 hours after a rainfall. Debris can inhibit drainage.

Additional Maintenance Items:

- Foot Traffic Walkways must be provided if regular traffic is required or if rooftop equipment has a regular thirty (30) day or less maintenance schedule.
- Petroleum Products & Chemicals Keep all liquids containing petroleum products or chemicals off the membrane to avoid product degradation.
- Animal Fats/Vegetable Oils: EPDM Membranes Do not exhaust animal fats/vegetable oils directly onto EPDM roof surfaces. TPO & PVC Membranes Animal fats/vegetable oils must be regularly removed and the rooftop surface cleaned with a mixture of soap and water.

What to do if a leak occurs:

- After verifying the leak is through the roofing system, contact Carlisle at 1-800-233-0551 or at www.carlislesyntec.com.
- If minor, emergency temporary repairs are made to a suspected leak area, use Carlisle's Lap Sealant or a good-grade rubber caulk to address the repair area (do not use asphaltic roof cement). Please note, Carlisle is not responsible for the cost associated with any emergency temporary repairs.

Alterations to the Roofing System:

- Alterations to the Roofing System must be completed by a Carlisle Authorized Applicator. The Carlisle Authorized Applicator must notify Carlisle when the revision work is complete. The necessary form can be found on the Carlisle website via the Authorized Applicators login.

Warranty Transfer:

- Warranties shall be transferable upon a change in ownership of the building when the Owner has completed certain procedures. This form can be found on the Carlisle website for additional guidelines.

F0801 Rev 04-21

ULTRA-CLAD 35 YEAR LIMITED WARRANTY

OWNER CITY OF RACINE, WISCONSIN

PROJECT NAME: RACINE DPW-HAMPDEN PL

PROJECT ADDRESS 730 WASHINGTON AVE. RACINE WI 53403

CUSTOMER GULF EAGLE

CONTRACTOR HIS COMPLLC

OF HARTFORD, WI 53027

INVOICE NO.: 200985 24 GA DARK BRONZE

DATE: 12/06/2021

DATE WARRANTY BEGINS 12/06/2021

DATE WARRANTY ENDS: 12/06/2056

- COATED METALS GROUP (CMG) hereby warrants to the OWNER that subject to the provisions herein, Dura Coat's. Durapon coating to aluminum coil, G90 HDG steel coil or Zinc-Aluminum Alloy steel coil for building parts shall, for the term as listed below, meet the following standards:
 - A. For thirty five (35) years from the date of installation, will not crack, check or peel (lose adhesion). However the term "crack" as used herein shall not include minute fracturing of the product which may occur in proper fabrication procedures and is accepted as standard.
 - For thirty (30) years from the date of installation, will not chalk in excess of ASTM D-4214, Method A number eight (8) rating for vertical surfaces and six (6) for non-vertical surfaces.
 - C. For thirty (30) years from the date of installation, will not change color more than five (5) E units (NBS) for vertical surfaces and seven (7) for non-vertical surfaces as determined by ASTM method D-2244. Paragraph 63. Color change shall be measured on an exposed painted surface that has been cleaned of surface soils and chalk, and the corresponding values measured on the original or unexposed surface. It is understood that fading or color changes may not be uniform, if the surfaces are not equally exposed to the sun and elements.
- If Durapon conting or primer (herein called "products"), used as described herein, should fail to comply with the warranty stated herein, CMG will, after written notice of complaint received by CMG within the warranty period and within thirty days after discovery of the defect by the OWNER and demonstration that the failure was due to a breech of the warranty stated herein, bear the full cost of labor and material for repainting (using standard painting materials and practices but not necessarily the products), repairing or replacing, of any product showing such failure, or at CMG's option, refund of the purchase price of the defective product. The product repainted, replaced, repaired or otherwise restored shall be warranted to the same extent as the unexpired term of the original warranty, and this warranty shall not be deemed to have been extended from the date of such warranty work. At no time does this warranty confer upon the OWNER the right to refinish, replace or restore, without written notice and agreement by a duly authorized agent of CMG. Any unauthorized restoration, replacement or refinishing of the product shall result in this warranty becoming null and void.
- This wairanty applies only to product erected within the continental United States and Canada which have been exposed to normal weather and atmospheric conditions, and does not apply to failures or defects that are caused as a result of fire, other accidents or casualty vandalism, radiation, falling objects, direct salt spray, standing water, explosions, harmful fumes and other foreign substances on the paint finish or in the atmosphere including animal waste products, mishandling or any other physical damage and any other circumstances or occurrences beyond CMG's control including but not limited to where materials such as snow guards and solar panels are attached adhered to the product.
- This warranty is restricted to failures resulting from normal weathering and does not included coating failures caused by scratches, scrapes or any other annatural damage including improperly formed, fabricated or embossed material. This warranty does not cover damage or deterioration resulting from moisture contamination or entrapment or any other contamination detrimental to the coating which occurs prior to installation of the products, including, but not limited to, contamination occurring during shipment of the product or improper storage. This warranty does not include product failure due to substrate corrosion or defects in the metal substrate.
- 5. This warranty applies only to products manufactured by the CONTRACTOR within six (6) months from the date of slapment thereof by CMG.
- 6. CMG expressly procludes others from claiming, representing or implying that this warranty extend to or is available to anyone other than the original and first building owner. It is the responsibility of the OWNER to maintain such identification records for purposes of exercising the rights under this warranty throughout the duration of the warranty period. All claims must be submitted in writing to CMG within the warranty period and promptly after the discovery of the claimed defect, describing the defect claimed and referring to this warranty and date of issuance, together with the name of the CONTRACTOR and proof of purchase. This warranty is valid only after receipt of full payment for all warrantable material.
- Except as provided herein CMG makes no warranty or guarantee, express or implied, including without limitation warranties of fitness or merchantability, with respect to the products and CMG shall have no other liability to any other person, firm or corporation with respect thereto, including, without limitation, any liability for indirect, consequential or resultant damages, whether based upon breach of warranty or negligence.
- The terms hereof shall constitute the entire agreement and understanding of the parties hereto respecting the subject matter hereof and no provision of statement contained at any time in any other writing, including, without limitation, customer's purchase orders or CMG's acceptance forms, shall be effective to change the provisions hereof, unless contained in a subsequent agreement in writing signed by both parties expressly stating that is intended thereby to modify or supplement this instrument.
- This agreement is made under Wisconsin law and the laws of Wisconsin shall apply to the construction, enforcement and interpretation of this agreement COATED METALS GROUP

By:	Maria Vanderminden	Date	Dec 27-202)	
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