



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

**Solicitation**

NUMBER
COR61589

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
TARA LYLE
304-558-2544

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

**N.F. Mansuetto & Sons, Inc.**  
 1116 Wood Street  
 Martins Ferry OH 43935

SHIP TO

DIVISION OF CORRECTIONS  
 ST. MARYS CORRECTIONAL CENTER  
 (COLIN ANDERSON CENTER)  
 STATE ROUTE 2  
 ST. MARYS, WV  
 26170 304-558-2036

DATE PRINTED
12/14/2012
BID OPENING DATE:
01/24/2013

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		910-66		See Bid Form
<p>*****            PLEASE NOTE A MANDATORY PRE-BID MEETING IS SCHEDULED FOR 01/03/2013 AT 10:00 AM AT THE ST. MARYS E CORRECTIONAL CENTER LOCATED AT 2880 NORTH PLEASANTS HIGHWAY ST. MARYS, WV 26170. VENDORS SHOULD PRE-REGISTER PRIOR TO THE MEETING WITH DON SPRINGSTON BY PHONE AT 304-684-5500 OR BY EMAIL AT DONALD.P.SPRINGSTON@WV.GOV.            *****            PLEASE NOTE: THE DRUG FREE WORKPLACE AFFIDAVIT AND BID BOND ARE REQUIRED WITH BID SUBMISSION.            *****</p> <p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV DIVISION OF CORRECTIONS - ST. MARYS CORRECTIONAL CENTER, IS SOLICITING BIDS TO REMOVE EXISTING ROOF AND INSTALL NEW ROOFING SYSTEMS ON 3 BUILDINGS UNITS (BUILDINGS 70, 72 AND 75) AT THE ST. MARYS CORRECTIONAL CENTER LOCATED AT 2880 NORTH PLEASANTS HIGHWAY ST. MARYS, WV 26170. PER THE ATTACHED SPECIFICATIONS.</p>						

01/29/13 08:21:59 AM  
 West Virginia Purchasing Division

SIGNATURE	TELEPHONE	DATE
	740-633-7320	01/29/2013
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President	55-0483513	

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia  
 Department of Administration  
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 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

**Solicitation**

NUMBER
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PAGE
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ADDRESS CORRESPONDENCE TO ATTENTION OF:
TARA LYLE 304-558-2544

FOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF CORRECTIONS  
 ST. MARYS CORRECTIONAL CENTER  
 (COLIN ANDERSON CENTER)  
 STATE ROUTE 2  
 ST. MARYS, WV  
 26170 304-558-2036

DATE PRINTED
12/14/2012

BID OPENING DATE: 01/24/2013 BID OPENING TIME: 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ATTACHMENTS INCLUDE:						
1. INSTRUCTIONS TO VENDORS SUBMITTING BIDS						
2. GENERAL TERMS AND CONDITIONS						
3. ADDITIONAL TERMS AND CONDITIONS (CONSTRUCTION CONTRACTS ONLY)						
4. COR61589 SPECIFICATIONS						
5. CERTIFICATION AND SIGNATURE PAGE						
6. ADDENDUM ACKNOWLEDGEMENT FORM						
7. PURCHASING AFFIDAVIT						
8. DRUG-FREE WORKPLACE AFFIDAVIT						
9. BID BOND INSTRUCTIONS AND FORM						
10. WV-75-CONSTRUCTION BID SUBMISSION REVIEW FORM						
***** THIS IS THE END OF RFQ COR61589 ***** TOTAL:						See Bid Form

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

RFO # COR61589 – Revised by Addendum No. 3

**ALL LABOR, MATERIALS, EQUIPMENT, AND SUPPLIES NECESSARY TO INSTALL NEW ROOFING SYSTEM ON BUILDINGS #70, #72 AND #75**

**SAINT MARYS CORRECTIONAL CENTER**

**PLEASEANTS COUNTY, WV**

**BID FORM**

**Bidder's Company Name:** N.F. Mansuetto & Sons, Inc.

**Bidder's Address:** 116 Wood Street  
Martins Ferry, OH 43935

**Remittance Address:** \_\_\_\_\_  
**(If different)**

**Phone Number:** 740-633-7320

**Fax Number:** 740-633-7322

**Email Address:** mansuetto@mansuettoroofing.com

**WV Contractor's License Number:** WV005321

**We, the undersigned, hereby propose to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding Documents.**

**CONTRACT BASE BID:** Four hundred forty-seven thousand six hundred dollars and no cents

**(\$ 447,600.00 ) (Contract base bid to be written in words and numbers.)**

**ALTERNATE #1:** Forty-five thousand eight hundred dollars and no cents

**(\$ 45,800.00 ) Alternate #1 – Roof on Wardens House per the specifications (Alternate #1 to be written in words and numbers)**

**METAL DECKING PER SQUARE FOOTAGE COST BID (IF ANY)**

Five dollars and fifty cents

**(\$ 5.50 ) (Metal decking per square footage cost bid to be written in words and numbers.)**

The Bidder understands that it is the intent to award a contract to the vendor meeting the specifications with the lowest Base Bid. The Bidder should submit an amount for the Base Bid and Alternate No. 1. Depending on the availability of funds, the Owner reserves the right to accept or reject Alternate No. 1.

Bidder understands that to the extent allowed by the West Virginia Code, the OWNER reserves the right to waive any informality or irregularity in any Bid, or Bids, and to reject any or all Bids in whole or in part; to reject a bid not accompanied by the required bid security or by other data required by the Bidding Documents; to reject any conditions of the bid by the Bidder that is in any way inconsistent with the requirements, terms, and conditions of the Bidding Documents; or to reject a bid that is in any way incomplete or irregular.

**RESPECTFULLY SUBMITTED:**

DATE: January 29, 2013

WV VENDOR NO.: 709041534

CONTRACTOR LICENSE NO.: WV005321

BY:

(SIGNATURE, IN INK)

TITLE: President

FIRM NAME: N.F. Mansuetto & Sons, Inc.

(CORPORATE SEAL  
IF APPLICABLE)

ADDRESS: 116 Wood Street, Martins Ferry, OH 43935

END OF BID FORM

**ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)**

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor.

West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name:

Contractor's License No.

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a purchase order/contract.

2. **DRUG-FREE WORKPLACE:** W. Va. Code § 21-ID-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit, or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid.
3. **AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
4. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$500,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.

c. **Required Information.** The subcontractor list shall contain the following information:

**CERTIFICATION AND SIGNATURE PAGE**

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

N.F. Mansuetto & Sons, Inc.

(Company)

(Authorized Signature)

Matthew Mansuetto, President

(Representative Name, Title)

740-633-7320

740-633-7322

(Phone Number)

(Fax Number)

January 28, 2013

(Date)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: COR61589**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2            | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

N.F. Mansuetto & Sons, Inc.

\_\_\_\_\_  
*[Handwritten Signature]*  
 \_\_\_\_\_  
 Company  
 Authorized Signature

January 29, 2013

\_\_\_\_\_  
 Date

**NOTE:** This addendum acknowledgement should be submitted with the bid to expedite document processing.

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**MANDATE:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: N.F. Mansueti & Sons, Inc.

Authorized Signature: \_\_\_\_\_

Date: 01/28/2013

State of Ohio

County of Belmont, to-wit:

Taken, subscribed, and sworn to before me this 28 day of January, 2013.

My Commission expires 24 September, 2017.



HERE **Jonel A. Duncan**  
**Notary Public, State of Ohio**  
**My Commission Expires**

NOTARY PUBLIC \_\_\_\_\_

*Jonel A. Duncan*  
Purchasing Affidavit (Revised 07/01/2012)





State of West Virginia  
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT  
West Virginia Code §21-1D-5

STATE OF Ohio

COUNTY OF Belmont, TO-WIT:

I, Matthew J Mansuetto, after being first duly sworn, depose and state as follows:

1. I am an employee of N.F. Mansuetto & Sons, Inc.; and,  
(Company Name)

2. I do hereby attest that N.F. Mansuetto & Sons, inc.  
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5**.

The above statements are sworn to under the penalty of perjury.

N.F. Mansuetto & Sons, Inc.  
(Company Name)

By:

Title: President

Date: 28 January 2013

Taken, subscribed and sworn to before me this 28 day of January 2013.



Jenel A. Duncan  
Notary Public, State of Ohio  
My Commission Expires

(Notary Public)

**AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.**

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, N.F. Mansuetto & Sons, Inc.  
\_\_\_\_\_ of Martins Ferry Ohio, as Principal, and Fidelity and Deposit Company of  
Maryland of Schaumburg Illinois, a corporation organized and existing under the laws of the State of \_\_\_\_\_  
Maryland with its principal office in the City of Baltimore, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five Percent of the (\$ 5%) for the payment of which,  
Total Amount Bid well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
Remove Existing Roof and Install New Roofing Systems on (3) Buildings Units  
Buildings 70, 72 and 75  
St. Marys Correctional Center - 2880 North Pleasants Highway - St. Marys, WV 26170

NOW THEREFORE,

(a) If said bid shall be rejected, or

(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached  
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the  
agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full  
force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,  
exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no  
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby  
waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations  
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  
24th day of January, 2013

Principal Corporate Seal

N.F. Mansuetto & Sons, Inc.  
(Name of Principal)  
By [Signature]  
(Must be President or  
Vice President)  
President  
(Title)

Surety Corporate Seal

Fidelity and Deposit Company of Maryland  
(Name of Surety)  
[Signature]  
Attorney-in-Fact  
Nicholas A. Sparachane

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals  
must be affixed, a power of attorney must be attached.

**Power of Attorney  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by DAVID S. HEWETT, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Nicholas A. SPARACHANE and C. Richard STUMP, both of Wheeling, West Virginia, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 21st day of February, A.D. 1994.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Eric D. Barnes*

*Eric D. Barnes* Assistant Secretary

By:

*David S. Hewett*

*David S. Hewett* Vice President

State of Maryland }  
City of Baltimore } ss:

On this 21st day of February, A.D. 1994, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came DAVID S. HEWETT, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposed and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Constance A. Dunn*

*Constance A. Dunn* Notary Public  
My Commission Expires: July 14, 2011

**EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

**CERTIFICATE**

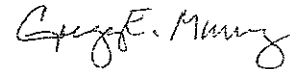
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 24th day of January, 2013.



*Assistant Secretary*

# CONTRACTOR LICENSE

Authorized by the

**West Virginia Contractor Licensing Board**

**Number:** WV005321

**Classification:**

ROOFING  
SHEET METAL  
CRANE

N F MANSUETTO & SONS INC  
DBA N F MANSUETTO & SONS INC  
116 WOOD STREET  
MARTINS FERRY, OH 43935


**Date Issued**

SEPTEMBER 19, 2012

**Expiration Date**

SEPTEMBER 19, 2013

  
Authorized Company Signature

  
Chair, West Virginia Contractor  
Licensing Board



**WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD**

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

CARLISLE

# GOLDEN SEAL TOTAL ROOFING SYSTEM WARRANTY

with limited coverage for hail

SERIAL NO.

DATE OF ISSUE:

# SAMPLE

BUILDING OWNER:

NAME OF BUILDING:

BUILDING ADDRESS:

DATE OF COMPLETION OF THE CARLISLE TOTAL ROOFING SYSTEM:

DATE OF ACCEPTANCE BY CARLISLE:

Carlisle Roofing Systems, Inc., 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 Golden Seal™ Total Roofing System (CARLISLE TOTAL ROOFING SYSTEM) installed by a Carlisle Authorized Roofing applicator for a period of 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 .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 Carlisle brand materials: Membrane, Flashings, Counterflashings, Adhesives and Sealants, Insulation, Recovery Board, Fasteners, Fastener Plates, Fastening Bars, Metal Edging, Metal Termination Bars, and any other Carlisle brand products utilized in this installation.

## TERMS, CONDITIONS, LIMITATIONS

1. Owner shall provide Carlisle with written notice within thirty (30) days of the discovery 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.
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, including, but not limited to, lightning, fire, insect infestations, earthquake, tornado, hurricanes, winds of peak gust speeds of mph or higher measured at 10 meters above ground, and hail greater than inches in diameter (as reported by the National Climatic Data Center). Carlisle shall not be responsible for any changes in appearance or surface imperfections caused by hail incidents.
  - (b) The Carlisle Total Roofing System is damaged by any intentional or negligent acts, accidents, misuse, abuse, vandalism, civil disobedience, or the like.
  - (c) 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
  - (d) 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.
  - (e) The Carlisle Total Roofing System encounters leaks or is otherwise damaged by condensation resulting from any condition within the building that may generate moisture.
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, 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 Information sheet which accompanies this Warranty.
5. Only Carlisle brand insulation products are covered by this warranty. Carlisle specifically disclaims liability, under any theory of law, for damages sustained by or caused by non-Carlisle brand insulation products.
6. During the term of this Warranty, Carlisle shall have free access to the roof during regular business hours.
7. Carlisle shall have no obligation under this Warranty while any bills for installation, supplies, service, and 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 is not assignable by operation of law or otherwise. Application may be made by a new building owner for reissuance of the warranty during the original warranty period. Certain procedures including, but not limited to, an inspection of the Roofing System by a Carlisle representative and fees will apply to any reissuance. Carlisle reserves the right, in its sole discretion, to refuse to reissue this warranty.

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.

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.

CARLISLE DOES NOT WARRANT THE EXISTING INSULATION UTILIZED IN THIS INSTALLATION, AND SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INTEGRITY, INSTALLATION, OR PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY THE EXISTING INSULATION.

BY: Robert H. McNeill  
AUTHORIZED SIGNATURE

TITLE: Director, Technical and Warranty Services

THIS WARRANTY EXPIRES:

**Investing in Roofing Solutions for Over 45 Years**

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