

Division 07 - Thermal & Moisture Protection

Warranties

EXHIBIT "J" Guarantee Form

Clark/Sullivan ("Contractor") hereby agrees that the
015723, 017419, 017500, 018119, 019113, 077200, 032100, 051200, 053000, 320000 ("Work" of
Contractor) which Contractor has installed for the Solano Community College District ("District")
for the following project:

PROJECT: Solano CC Autotechnology Building

("Project" or "Contract") has been performed in accordance with the requirements of the Contract Documents and that the Work as installed will fulfill the requirements of the Contract Documents.

The undersigned agrees to repair or replace any or all of such Work that may prove to be defective in workmanship or material together with any other adjacent Work that may be displaced in connection with such replacement within a period of TWO years from the date of completion as defined in Public Contract Code section 7107, subdivision (c), ordinary wear and tear and unusual abuse or neglect excepted.

In the event of the undersigned's failure to comply with the above-mentioned conditions within a reasonable period of time, as determined by the District, but not later than seven (7) days after being notified in writing by the District, the undersigned authorizes the District to proceed to have said defects repaired and made good at the expense of the undersigned. The undersigned shall pay the costs and charges therefor upon demand.

Date:	<u>8/11/17</u>
Proper Name of Contractor:	<u>Clark/Sullivan Construction</u>
Signature:	<u></u>
Print Name:	<u>Zach Smith</u>
Title:	<u>Project Manager</u>

Representatives to be contacted for service subject to terms of Contract:

NAME:	<u>Zach Smith</u>
ADDRESS:	<u>2024 Opportunity Drive Suite 150 Roseville, CA 95678</u>
PHONE NO:	<u>916-338-7707</u>

1 of 1

Contractor's Initials CS

Subcontractor's Initials N/A

EXHIBIT "J" Guarantee Form

Carquinez Sheet Metal ("Contractor") hereby agrees that the
076000 ("Work" of Contractor) which Contractor has installed for the Solano Community College
District ("District") for the following project:

PROJECT: Solano CC Autotechnology Building

("Project" or "Contract") has been performed in accordance with the requirements of the Contract Documents and that the Work as installed will fulfill the requirements of the Contract Documents.

The undersigned agrees to repair or replace any or all of such Work that may prove to be defective in workmanship or material together with any other adjacent Work that may be displaced in connection with such replacement within a period of TWO years from the date of completion as defined in Public Contract Code section 7107, subdivision (c), ordinary wear and tear and unusual abuse or neglect excepted.

In the event of the undersigned's failure to comply with the above-mentioned conditions within a reasonable period of time, as determined by the District, but not later than seven (7) days after being notified in writing by the District, the undersigned authorizes the District to proceed to have said defects repaired and made good at the expense of the undersigned. The undersigned shall pay the costs and charges therefor upon demand.


Date:

7/31/2017

Proper Name of Contractor:

CARQUINEZ HEATING, A/C & S/M, INC.

Signature:



Print Name:

DARYL KRUSCHKE

Title:

CEO

Representatives to be contacted for service subject to terms of Contract:

NAME:

DARYL KRUSCHKE

ADDRESS:

4562 EAST 2ND ST., SUITE K, BENICIA, CA. 94510

PHONE NO:

707-688-9867

1 of 1

Contractor's Initials _____

Subcontractor's Initials DJK

EXHIBIT "J" Guarantee Form

Alcal Specialty Contracting ("Contractor") hereby agrees that the
072100, 078400 ("Work" of Contractor) which Contractor has installed
for the Solano Community College District ("District") for the following project:

PROJECT: Solano CC Autotechnology Building

("Project" or "Contract") has been performed in accordance with the requirements of the Contract Documents and that the Work as installed will fulfill the requirements of the Contract Documents.

The undersigned agrees to repair or replace any or all of such Work that may prove to be defective in workmanship or material together with any other adjacent Work that may be displaced in connection with such replacement within a period of TWO years from the date of completion as defined in Public Contract Code section 7107, subdivision (c), ordinary wear and tear and unusual abuse or neglect excepted.

In the event of the undersigned's failure to comply with the above-mentioned conditions within a reasonable period of time, as determined by the District, but not later than seven (7) days after being notified in writing by the District, the undersigned authorizes the District to proceed to have said defects repaired and made good at the expense of the undersigned. The undersigned shall pay the costs and charges therefor upon demand.

Date:

August 31, 2017

Proper Name of Contractor:

Alcal Specialty Contracting, Inc.

Signature:



Print Name:

Bob Colla

Title:

General Manager

Representatives to be contacted for service subject to terms of Contract:

NAME:

Daniel Beltran

ADDRESS:

879 N. Wright Road, Santa Rosa, CA 94507

PHONE NO:

(707) 544-4270

1 of 1

Contractor's Initials CS

Subcontractor's Initials me



42950 Osgood Road
Fremont, CA 94539
Tel (510) 477-9380
Fax (510) 477-9786

1 Year Warranty - Insulation
Alcal Specialty Contracting, Inc.

Owner: Solano Community College District (GC: Clark & Sullivan)
Date: November 16, 2016
Project: SCC Autotech Project for Solano Community College (Job #1530)
Address: 2024 Opportunity Drive
Roseville, CA 95678
Application: Insulation
Length of Warranty: One Year

Alcal Specialty Contracting, Inc., (hereinafter "Alcal") warrants to Building Owner named above, that, subject to the provisions of this document, that Alcal has installed insulation in accordance to the plans and specifications provided. Said insulation will be free of material defects, including workmanship during the warranty period stated above which commences on the date of Substantial Completion of the insulation installation.

Limitation: Alcal's liability under this Warranty shall be limited to \$46,605.00 which is the Owner's original cost of the installed insulation system per the Alcal's stated contract value.

OWNER'S RESPONSIBILITY: The Owner will notify Alcal if repairs covered by the Warranty are required. The notice will be by, Telephone, Fax, E-mail, or Mail, to Alcal's office within 5 (five) days of discovery of defects. The Owner will provide Alcal free access to the building during regular business hours over the life of the Warranty.

EXCLUSIONS: The following are excluded from this Warranty:

- A. Damage to any part of the building (other than the insulation system) or to its contents.
- B. Damage resulting from repairs made to the insulation system without Alcal's prior authorization.
- C. Damage resulting from any one of the following, but not limited to:
 - 1. Settlement, expansion, contraction, cracking, warping, deflection or movement of walls or other locations where the insulation has been installed.
 - 2. Natural disasters (i.e., windstorm, hail, flood, hurricane, cyclone, lighting, tornado or earthquake).
 - 3. Accidents, vandalism or other uncontrollable events.
 - 4. Defects, failure or damage caused by materials adjacent to the insulation.
 - 5. Damage caused by alteration after completion of the installation of the insulation, whether such alteration be by structural additions, changes, replacements or by equipment installation
- D. The implied warranties of merchantability and fitness for a particular purpose are excluded.
- E. Alcal does not assume any liability for any incidental, consequential, exemplary, special or punitive damages, including (but not limited to) incremental heating, cooling or similar costs and any other harm to persons or property.

Alcal Specialty Contracting, Inc.:

Date: 8/31/2017



Bob Colla - General Manager

EXHIBIT "J" Guarantee Form

JMB Materials ("Contractor") hereby agrees that the
079000 ("Work" of Contractor) which Contractor has installed for the Solano Community College
District ("District") for the following project:

PROJECT: Solano CC Autotechnology Building

("Project" or "Contract") has been performed in accordance with the requirements of the Contract Documents and that the Work as installed will fulfill the requirements of the Contract Documents.

The undersigned agrees to repair or replace any or all of such Work that may prove to be defective in workmanship or material together with any other adjacent Work that may be displaced in connection with such replacement within a period of TWO years from the date of completion as defined in Public Contract Code section 7107, subdivision (c), ordinary wear and tear and unusual abuse or neglect excepted.

In the event of the undersigned's failure to comply with the above-mentioned conditions within a reasonable period of time, as determined by the District, but not later than seven (7) days after being notified in writing by the District, the undersigned authorizes the District to proceed to have said defects repaired and made good at the expense of the undersigned. The undersigned shall pay the costs and charges therefor upon demand.

Date:	<u>7/25/2017</u>
Proper Name of Contractor:	<u>JMB Materials, Inc.</u>
Signature:	<u> Robert W Stine 2017.07.25 11:37:14 -07'00'</u>
Print Name:	<u>Robert W Stine</u>
Title:	<u>President</u>

Representatives to be contacted for service subject to terms of Contract:

NAME:	<u>Robert W Stine</u>
ADDRESS:	<u>7500 14th Ave., #15, Sacramento, CA 95820</u>
PHONE NO:	<u>916 457-9669</u>

Contractor's Initials _____

Subcontractor's Initials _____



EXHIBIT "J" Guarantee Form

Solano County Roofing ("Contractor") hereby agrees that the
075400 ("Work" of Contractor) which Contractor has installed for the Solano Community College
District ("District") for the following project:

PROJECT: Solano CC Autotechnology Building

("Project" or "Contract") has been performed in accordance with the requirements of the Contract Documents and that the Work as installed will fulfill the requirements of the Contract Documents.

The undersigned agrees to repair or replace any or all of such Work that may prove to be defective in workmanship or material together with any other adjacent Work that may be displaced in connection with such replacement within a period of TWO years from the date of completion as defined in Public Contract Code section 7107, subdivision (c), ordinary wear and tear and unusual abuse or neglect excepted.

In the event of the undersigned's failure to comply with the above-mentioned conditions within a reasonable period of time, as determined by the District, but not later than seven (7) days after being notified in writing by the District, the undersigned authorizes the District to proceed to have said defects repaired and made good at the expense of the undersigned. The undersigned shall pay the costs and charges therefor upon demand.

Date:

August 29, 2017

Proper Name of Contractor:

Solano County Roofing, Inc

Signature:

Print Name:

Robert Jay Almstrom

Title:

Vice-President

Representatives to be contacted for service subject to terms of Contract:

NAME:

Robert Jay Almstrom

ADDRESS:

4349 Cordelia Rd., Fairfield, CA

PHONE NO:

707-864-6000X 12

1 of 1

Contractor's Initials _____

Subcontractor's Initials RJA



Preventative Maintenance Guidelines

Ongoing and proper maintenance of the roofing system is part of a building owner's responsibility under the terms of the guarantee agreement. Only allow approved JM Peak Advantage® Contractors to maintain or perform repairs on a guaranteed roofing system.

Do's and Don't's of Roof Maintenance

Do...

- Perform inspections at least twice a year or as required by the guarantee. The ideal times to perform inspections are at the end of winter and the end of summer, when roofs have gone through the greatest amount of thermal stress (inspecting your roof for any trouble spots and to unclog drains in the spring and fall is also a good idea).
- Conduct additional inspections immediately after unusual occurrences such as heavy rains, high winds, hail, nearby fires, explosions, etc.
- Keep a file of all records and inspection reports relating to your roof.
- Advise equipment service personnel to be careful handling tools and heavy equipment on the roof. Log all such trips to the roof.
- Keep your roof clean and free of debris and contaminants.
- Establish a rooftop control policy. Keep access doors or hatches locked. Advise equipment service personnel to be careful.
- Keep roof drains free of debris.

Don't...

- Allow unqualified personnel to maintain your roof.
- Allow equipment service personnel to make penetrations into your roof; these are to be made only by an approved roofing contractor.
- Power-wash your roof. You may cause unintended damage!
- Puncture the membrane.
- Move heavy equipment across the roof.



Cause and Effect



Split in water line leaking



Evidence of water ponding



Weeds growing in drain due to excess water

Maintenance Checklist

To ensure the integrity of the roofing system, it is important to contact JM before any alterations are made. We encourage all alterations and repairs to be completed by a JM Peak Advantage Contractor to ensure they meet the high standards of JM and the requirements outlined in the guarantee.

Below is a checklist of things to look for while on your roof. Good roofing practice recommends these areas be inspected twice annually to ensure the roofing system integrity.

Building Exterior	
General Condition	Inspect all areas for signs of leaks and/or deterioration.
Walls	Inspect for deterioration, missing mortar and stains in walls indicating possible leaks.
Roof Edge – Coping Caps or Gravel Stop/Gutter Fascia	A coping is a covering for the top of a wall that is exposed to weather. It is usually sloped to shed water to the roof. Check for cracking, splits and mortar integrity. Replace any damaged, loose or cracked areas. Caulk joints if necessary. Inspect all surfaces for signs of leaks and/or deterioration.
Building Interior	
General Condition	Inspect all areas for signs of leaks and/or deterioration.
Walls	Inspect all surfaces for signs of leaks and/or deterioration.
Underside of Deck Ceilings	Inspect for stains, discoloration, spalled or rusted surfaces. Inspect for evidence of staining.
Field of Roof	
General Condition	Remove any debris such as leaves, small branches, dirt, rocks, etc. that have accumulated.
Surfacing	Minimize the amount of foot traffic on the roof whenever possible. Place walkway pads at roof entry areas and at rooftop equipment access panels.
Laps	Inspect the condition of membrane laps, if applicable.
Drainage System	
General Condition	Water should flow freely, unobstructed from the roof.
Gutters/Scuppers/Down Spouts/Drains	Remove any debris from inside and the surrounding areas. Make sure strainers and clamping rings are secure.
Perimeter/Flashings	
General Condition	Inspect attachment to make sure it remains watertight. All metal work must be caulked and watertight. Only JM metal is covered by the JM Peak Advantage Guarantee.
Base Flashing	Inspect for adequate fastening at top of the flashing. Check attachment to the substrate. Inspect vertical flashing end laps and horizontal laps at membrane.
Counterflashing	Ensure that the counterflashing is well secured. Periodically remove and replace caulking to ensure watertight conditions. Only use commercial grade caulk suitable for rooftop application.
Roof Top Units	
General Condition	All roof penetrations are prone to leaks. All units should be installed using compatible roof materials and should be properly flashed. Be sure to have a JM Peak Advantage contractor assist in the installation and flashing of new rooftop equipment.
HVAC	Check condensation lines for positive drainage. Ensure they are flowing freely to roof drains. Condensation lines should rest on wood blocks or rubber supports and never directly on the roof surface. Ensure equipment is in good condition and working properly. Install protection/walkpads around perimeter of equipment that requires periodic maintenance.
Equipment Supports: Satellite Dishes, Signs, Antennas, etc.	Properly support all heavy equipment on vertical curbs. All vertical curbs should be properly flashed and covered with a metal cap. Use protection/walkpads below all lightweight horizontal wood equipment supports.
Lightning Protection Equipment Flashing	Should not penetrate the roof surface. Ensure there are no overly loose or dangling cables. Ensure equipment base flashings are secure, watertight and counterflashed.
Penetrations	
General Condition	Do not allow exhaust fats, petroleum or other chemicals or contaminants directly onto the roof. Contact JM if any chemicals or service fluids come into contact with the roofing system.
Pipes and Vents Penetration Pan/ Pitch Pocket	Inspect the lap at membrane and vertical lap. Ensure that the top to the flashing is secured and caulked properly. An enclosure made of sheet metal, rubber or other material used to flash penetrations through a roof system. Often a source of leaks. Must be topped-off annually with compatible sealer.
Expansion Joints	
	A structural separation between two building elements that allows free movement between the elements without damage to the building or roofing system. Check for excessive movement or deterioration. Check all end laps and repair or replace lap splice as necessary. JM Expand-O-Flash expansion joints are covered under the terms of the JM Peak Advantage Guarantee.

RS-7395 6-08 (New)



Metal Sales Manufacturing Corporation

25-Year Galvalume® Warranty

Metal Sales Manufacturing Corporation guarantees that roofing and siding panels made from hot dipped aluminum-zinc alloy coated Galvalume® sheet steel, if erected within the continental United States (which includes Alaska and Canada), **will not** rupture, fail structurally, or perforate within a period of twenty-five (25) years and six (6) months after shipment from our manufacturing branch due to exposure to normal atmospheric corrosion.

This warranty **does not apply** to sheets exposed at any time to corrosive, aggressive, harmful, or other abnormal weather or atmospheric conditions including but not limited to the conditions present in the following areas or circumstances:

- a. areas subject to salt water, marine atmospheres, or repeated salt spray.
- b. areas subject to fallout of, or exposure to corrosive chemicals, ash, fumes, dust (including cement dust), vapors, animal waste and confinement or other similar items.
- c. areas subject to water run-off from lead or copper flashings or piping or areas in metallic contact with lead or copper.
- d. areas subject to foreign substances, such as sand or dirt particles or other abrasive particles or other abrasive particles or substances.
- e. circumstances where corrosive fumes or condensates are generated or released inside the building.
- f. circumstances where, due to roof or sidewall pitch, there is improper drainage or holding of water.

This warranty **does not apply** in the event of:

- a. bends less than 2T for sheet thickness 0.030" and thinner and less than 4T for sheet thickness 0.031" and thicker.
- b. slopes of the roof or sections of the roof flatter than 1/4:12.
- c. mechanical, chemical or other damage sustained during shipment, storage, or forming fabrication, or during or after erection, including without limitation damage caused by falling objects, acts of God, fire, riots, explosions, acts of war, or other external forces.
- d. forming which incorporates stretching or severe reverse bending or which subjects coating to alternate compression and tension.
- e. improper fabrication, embossing or cut edge exposure.
- f. failure to provide free drainage of water, including internal condensation, from overlaps and all other surfaces of the sheets and panels.
- g. failure to remove debris from overlaps and all other surfaces of the sheets and panels.
- h. deterioration of the panels caused by contact with green or wet lumber or wet storage stain caused by water damage or condensation.
- i. presence of damp insulation or other corrosive materials in contact with or close proximity to the panel.
- j. deterioration of the panels caused directly or indirectly by panel contact with fasteners. The responsibility for the selection of suitable, long-lasting fasteners, to be used with the panels, rests solely with the Buyer or building owner.

This warranty shall be subject to the stipulations, limitations, and conditions hereinafter set forth:

- 1. Metal Sales' liability for breach of this warranty shall be limited exclusively to the cost of either repairing nonconforming panels, or at Metal Sales' sole option, of furnishing FOB Buyer's location sufficient sheet replacement panels for the nonconforming panels.
- 2. Metal Sales shall not in any event be liable for the cost of labor expended by others on any nonconforming sheet or for any special, indirect or consequential damages to anyone by reason of the fact that such panels shall have been nonconforming.
- 3. Claims must be promptly reported in writing to Metal Sales and Metal Sales shall be given a reasonable opportunity to inspect the panels claimed to be nonconforming. Adequate identification of the material involved in the claim, including date of installation, Metal Sales invoice number, and date of shipment must be established by Buyer.
- 4. Buyer shall exercise diligence in inspection of sheets as received from Metal Sales so as to mitigate repair or replacement.

5. Metal Sales extends this warranty solely to the Buyer. This warranty is non-transferable and non-assignable.
6. Metal Sales reserves the right to terminate this warranty at any time (except as to orders already accepted) upon the giving of written notice thereof.

Metal Sales Manufacturing Corporation makes no guarantees, either expressed or implied beyond the fact hereof: including, without limitations, warranties or fitness and merchantability and shall have no other liability with respect thereto.

Appendix A

For purposes of determining whether an exposed sheet meets the standards set forth above, all chalk, dirt and other film deposits on the area of the sheet to be tested for color must be removed by washing prior to evaluation.

To wash the test area, use a pad of 28/24 mesh cheesecloth and distilled water and a mild detergent cleaner. Wet the cheesecloth thoroughly with the cleaning solution and rub it, using moderate hand pressure, over an area of the sheet approximately 4"x4". Care must be taken to avoid any scratching, burnishing or other physical alteration of the coated surfaces.

After washing, as described above, flush off the test area with distilled water and allow to air dry.

Failure to keep condensation or moisture from nested materials may result in damage or wet storage stain, voiding manufacturer's guarantee.

If project requires a material/finish warranty to be issued, completely fill out information below and submit to Metal Sales customer.

Project Name: SOLANO COMMUNITY COLLEGE AUTO TECH BLD
Project Address: 1687 NORTH ASHOT PARKWAY
Owner Name: SOLANO COMMUNITY COLLEGE
Installer Name: SOLANO COUNTY ROOFING INC
MSMC Invoice: 71845
MSMC Rep. Signature: DG DAVID GAIN Date: 8-14-2017

metal sales
manufacturing corporation



Metal Sales Manufacturing Corp.
7800 State Road 60
Sellersburg, Indiana 47172
800.406.7387

Effective Date 5/05

1028 ©MS1456(GAL)/5-05

Metal Sales Manufacturing Corporation

PVDF Fluorocarbon System Warranty

Metal Sales Manufacturing Corporation warrants that under normal outdoor atmospheric conditions (which term excludes corrosive aggressive atmospheres such as those contaminated with chemical fumes or salt spray), the exterior paint on the pre-painted Galvanized, Galvalume®, or Aluminum panel (including manufactured trims and flashings) sold to you (Buyer), by Metal Sales Manufacturing Corporation (Seller), will meet the following specifications:

Within the Continental United States, Alaska, and Canada:

- Film Integrity:** Film integrity is warranted for a period of 45 years. Fluorocarbon coated panels will not crack, flake, chip, or peel (not to be construed to include slight hairline crazing which occurs during fabrication) for a period of 45 years. Distance from salt water environment must exceed 1500 feet for warranty to apply.
- Chalk Rating:** Will not chalk in excess of number 8 rating on applications for a period of 35 years as determined by the procedure outlined in ASTM D 4214 Method A, ASTM D 659 specification test. Distance from salt water environment must exceed 1500 feet for warranty to apply.
- Fade Rating:** Will not fade in excess of more than 5 Hunter units for a period of 35 years as determined by ASTM D 2244. Distance from salt water environment must exceed 1500 feet for warranty to apply.
- Perforation:** AZ50 Galvalume-coated steel will not rupture, perforate or fail structurally due to perforation for a period of 25 years.

This warranty is subject to the following conditions:

1. Panels shall be warranted only if they have sufficient slope to prevent the accumulation of standing water.
2. Buyer shall exercise diligence in inspection of material as received from Seller prior to utilization so as to mitigate expense involved in repainting or replacing nonconforming panels.
3. Claim Period and Duties of Buyer in Presenting Claims. Claims for all defects must be made within the warranty period and within thirty (30) days after Buyer discovers the nonconforming panel, and Buyer must give Seller a reasonable opportunity to inspect the material. As a condition precedent to Seller's liability hereunder, Buyer must present, with his claim, records to enable Seller to establish the order number, date of shipment and the date of installation for the claimed nonconforming panel. These records must be duly authenticated, be made in the ordinary course of business and be contemporaneous with the events noted therein. Buyer shall also present evidence that establishes any claimed nonconformance was due to a breach of the warranty stated herein.
4. Amount of Liability. Seller's liability for breach of this warranty shall be limited to repainting or replacing of the nonconforming panel utilizing such normal materials, methods and workmanship necessary to provide the stipulated performance remaining under the original warranty for the nonconforming panel. Seller shall have the sole discretion to determine which of the above methods will be used to fulfill its obligation. Seller shall have no liability or obligation whatsoever if payment in full has not been made for any materials. Moreover, if seller elects to supply replacement panels, Seller shall have no liability for labor costs associated with removing defective panels or replacing same with new panels.

Seller's warranties apply only to panels which have been exposed to normal weather and atmospheric conditions, is limited to the aforementioned defects or failures, and does not apply to defects or failures caused by acts of God, falling objects, misuse, improper assembly, external forces, explosions, fire, vandalism, deliberate destruction or damage, riots, civil commotions, acts of war, radiation or harmful gases or fumes, excessive salt atmospheres, chemicals, and foreign substances (i.e., abnormal quantities of sand or dirt particles) in the air or atmosphere, stored or installed in a way which allows contact with animal and/or animal waste, and regardless of roof or sidewall pitch, installation must provide for proper drainage so as not to hold any water. Seller's warranty does not apply to panels that have been mechanically perforated or field painted.

This warranty does not cover failures resulting from edge corrosion or if failure is caused by failure of the metal substrate, or conversion coating material. This warranty does not cover occurrences of wet storage stains.

Seller shall not be liable for any special or consequential damages except as may be expressly set out herein. Without limiting the generality of the foregoing, this warranty pertains to product only, and Seller shall not be liable for damages for or relating to labor or loss of use of structure or damage to contents of structure.

5. Transfers, Representations and Assignments. This warranty is extended to Buyer as the original purchaser from Seller and is nontransferable and non-assignable even if Seller's products are sold or otherwise transferred. No rights against Seller shall be created by a transfer or assignment, nor shall any rights against Seller survive any transfer or assignment. Buyer, or its agents or representatives, shall not claim, represent or imply nor permit its customers, distributors, applicators or contractors to claim, represent or imply that this warranty extends or is available to parties other than Buyer, and to the limit of its legal rights to do so, Buyer shall cause any party to cease and desist in any such misrepresentation. This condition shall constitute a material term of this warranty and its violation by Buyer shall excuse Seller from its obligations hereunder.

6. Termination. Seller reserves the right to terminate or modify this warranty except with respect to orders which it has already accepted upon the giving of written notice thereof.

7. Waiver of Modification of Seller's Rights. No terms or conditions, other than those stated herein, and no agreement or understanding oral or written, and no course of conduct or performance, in anyway purporting to modify this warranty or to waive Seller's rights hereunder, shall be binding on Seller unless the same be clearly described in a writing that expressly refers to this warranty and expressly refers to having such effect upon this warranty and is signed by an authorized representative of Seller. Moreover, additional liabilities of or limitations upon the rights and remedies of Seller contained in such documents as purchase order acknowledgments which may subsequently be exchanged between parties shall have no force upon this warranty. All proposals, negotiations and representations, if any, made prior to or with reference hereto are merged herein.

8. Materiality and General Obligation of Buyer. All obligations of and conditions imposed on Buyer under this warranty shall be deemed material terms of this warranty and any violation by Buyer shall excuse Seller from Seller's obligation hereunder.

9. Embossed Products. Seller makes no warranties regarding any embossed product and no warranties of such product may be implied.

10. Effective Date. The effective date of this warranty shall be the date on which Buyer takes possession of Seller's product.

11. Merger or Other Warranties, Including Merchantability. All other warranties, promises or affirmations of fact including warranties of merchantability and of fitness for a particular purpose are deemed to be merged into the terms of this warranty. The conditions of liability, rights, obligations, and remedies of the parties relating to claims arising from the nonconforming panel shall be governed exclusively by the terms set forth above.

12. Coverage. This warranty will apply only to metal coated with fluorocarbon finish and used on property within the continental United States, Canada, and Alaska.

13. This Warranty does not cover special colors and/or finishes listed on the Custom Panel System Warranty.

EXCEPT AS EXPRESSLY SET OUT HEREIN, METAL SALES MANUFACTURING CORPORATION MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED AND DISCLAIMS ANY AND ALL INCLUDING, BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, SUITABILITY, CONDITION, FITNESS, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ABSENCE OF PATENT OR LATENT DEFECTS IN MATERIAL OR WORKMANSHIP, COMPLIANCE WITH THE REQUIREMENTS OF ANY LAW, REGULATIONS, SPECIFICATIONS OR CONTRACTS, OR ANY OTHER OBLIGATION ON THE PART OF METAL SALES MANUFACTURING CORPORATION.

Agreed Procedure for Determining Conformation with Specification

For the purpose of determining whether an exposed panel meets the standards set forth above, all chalk, dirt and other film deposits on the area of the panel to be tested for color must be removed by washing prior to evaluation.

To wash the test area, use a pad of 28/24 mesh cheesecloth and distilled water and a mild detergent cleaner. Wet the cheesecloth thoroughly with the cleaning solution and rub it, using moderate hand pressure, over an area of the panel approximately 4" x 4". Care must be taken to avoid any scratching, burnishing or other physical alteration of the coated surfaces.

After washing, as described above, flush off the test area with distilled water and allow to air dry.

Failure to keep condensation or moisture from nested materials may result in damage or wet storage stain, voiding manufacturer's guarantee.

If project requires a material/finish warranty to be issued, completely fill out information below and submit to Metal Sales customer.

Project Name: SOLANO COMMUNITY COLLEGE AUTO TECH BLD
Project Address: 1687 NORTH ASCOT PARKWAY
Owner Name: SOLANO COMMUNITY COLLEGE
Installer Name: SOLANO COUNTY ROOFING INC
MSMC Invoice: 71845
MSMC Rep. Signature: David Cain Date: 8-14-2017

metal sales
manufacturing corporation



Metal Sales Manufacturing Corporation
545 South 3rd Street
Suite 200
Louisville, KY 40202
800.406.7387

Effective Date 5/13

1031 ©MSMC (PVDF)/7-13



Johns Manville

Peak Advantage Guarantee



Building Owner:

Solano Community College District
1687 North Ascot Parkway
Vallejo, CA 94591

Guarantee Number: ANT157330682

Expiration Date: July 14, 2037

Job Name: Solano Community College
Auto Tech. Bldg

Building Name:

Solano Community College Auto Tech Bldg
1687 North Ascot Parkway
Vallejo, CA 94591

Date of Completion: July 14, 2017

Approved Roofing Contractor:

SOLANO COUNTY ROOFING INC
4349 CORDELIA ROAD
FAIRFIELD, CA 94534-4201

Terms & Maximum Monetary Obligation to Maintain a Watertight Roofing System.

Years: 20 Year

\$ No Dollar Limit

Coverage:

The components of the Roofing System covered by this Guarantee are:

Total Squares: 340

Sec.	Sqs.	Roof Type	Membrane	Insulation Type			Cover Board
			Spec.	Layer 1	Layer 2	Layer 3	
1	340	TPO	ST6RA	ENRGY 3	ENRGY 3		1/4" Densdeck

Accessories:	Type	Product Name	Quantity
	Expand-O-Flash (1) Style:		0 lin. ft.
	Expand-O-Flash (2) Style:		0 lin. ft.
	Expand-O-Flash (3) Style:		0 lin. ft.
	Fascia Style:		0 lin. ft.
	Copings Style:		0 lin. ft.
	Gravel Stop Style:		0 lin. ft.
	Drains (1) Style:		0 ea.
	Drains (2) Style:		0 ea.
	Vents Style:		0 ea.

These Johns Manville Guaranteed components are referred to above as the "Roofing System" and ALL OTHER COMPONENTS OF THE OWNER'S BUILDING ARE EXCLUDED FROM THE TERMS OF THIS GUARANTEE, including any amendments thereto.

Johns Manville* guarantees to the original Building Owner that during the Term commencing with the Date of Completion (as defined above), JM will pay for the materials and labor reasonably required in Johns Manville's sole and absolute discretion to repair the Roofing System to return it to a watertight condition if leaks occur due to: ordinary wear and tear, or deficiencies in any or all of the Johns Manville component materials of the Roofing System, or workmanship deficiencies only to the extent they arise solely out of the application of the Roofing System. Non-leaking blisters are specifically excluded from coverage. Should any investigation or inspection reveal the cause of a reported leak to be outside the scope of coverage under this Guarantee, then all such investigation and inspection costs shall be borne solely by the Building Owner.

WHAT TO DO IF YOUR ROOF LEAKS

If you should have a roof leak please refer to directions on the reverse side. Failure by the Building Owner to comply with any of the directions on the reverse side of this document will render the coverage provided under this Guarantee, including any applicable amendments and/or riders, null and void.

LIMITATIONS AND EXCLUSIONS

This Guarantee is not a maintenance agreement or an insurance policy; therefore, routine inspections and maintenance are the Building Owner's sole responsibility (see reverse side of this document). Failure to follow the Maintenance Program on the reverse side of this document will void the Guarantee in its entirety. This Guarantee does not obligate JM to repair or replace the Roofing System, or any part of the Roofing System, for leaks or appearance issues resulting, in whole or in part, from one or more of the following (a) natural disasters including but not limited to the direct or indirect effect of lightning, flood, hail storm, earthquake, tornados, hurricanes or other extraordinary natural occurrences and/or wind speeds in excess of 55 miles per hour; (b) misuse, abuse, neglect or negligence; (c) installation or material failures other than those involving the component materials expressly defined above as the Roofing System or exposure of the Roofing System components to damaging substances such as oil, fertilizers, or solvents or to damaging conditions such as vermin; (d) any and all (i) changes, alterations, repairs to the Roofing System, including, but not limited to, structures, penetrations, fixtures or utilities (including vegetative and solar overlays) based upon or through the Roofing System as well as any (ii) changes to the Building's usage that are not pre-approved in writing by JM; (e) failure of the Building substrate (mechanical, structural, or otherwise and whether resulting from Building movement, design defects or other causes) or improper drainage; (f) defects in or faulty/improper design, specification construction or engineering of the Building or any area over which the Roofing System is installed; (g) defects in or faulty/improper architectural, engineering or design flaws of the Roofing System or Building, including, but not limited to, design issues arising out of improper climate or building code compliance; or (h) in instances of a recover project, Johns Manville is not responsible for the performance of pre-existing materials that predated the recover. Instead, Johns Manville's sole responsibility in recover systems where JM materials are adhered to existing materials is limited to the installed recover JM Roofing materials up to the wind speed listed herein. Guarantee coverage is limited to replacing recover JM Roofing materials only (and not the pre-existing materials – which is the Owner's responsibility) as required to return the roofing system to a watertight condition due to a claim covered under the terms and conditions herein. Johns Manville is not responsible for leaks, injuries or damages resulting from any water entry from any portion of the Building structure not a part of the Roofing System, including, but not limited to, deterioration of the roofing substrate, walls, mortar joints, HVAC units and all other non-Johns Manville materials and metal components. Moreover, the Building Owner is solely and absolutely responsible for any removal and/or replacement of any overburdens, super-strata or overlays, in any form whatsoever, as reasonably necessary to expose the Roofing System for inspection and/or repair.

This Guarantee becomes effective when (1) it is delivered to Owner; and (2) all bills for installation, materials, and services have been paid in full to the Approved Roofing contractor and to JM. Until that time, this Guarantee is not in force, has no effect – and JM is under no obligation whatsoever to perform any services/work.

The Parties agree that any controversy or claims relating to this Guarantee shall be first submitted to mediation under the Construction Industry Arbitration and Mediation Rules of the American Arbitration Association (Regular Track Procedures) or to such other mediation arrangement as the parties mutually agree. No court or other tribunal shall have jurisdiction until the mediation is completed. In any action or proceeding brought against the Building Owner to enforce this Guarantee or to collect costs due hereunder, Johns Manville shall be entitled to recover its reasonable costs, expenses and fees (including expert witness' fees) incurred in any such action or proceeding, including, without limitation, attorneys' fees and expenses, and the Building Owner shall pay it.

TO THE FULLEST EXTENT PERMITTED BY LAW, JM DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND LIMITS SUCH WARRANTY TO THE DURATION AND TO THE EXTENT OF THE EXPRESS WARRANTY CONTAINED IN THIS GUARANTEE.

THE EXCLUSIVE RESPONSIBILITY AND LIABILITY OF JM UNDER THIS GUARANTEE IS TO MAKE REPAIRS NECESSARY TO MAINTAIN THE ROOFING SYSTEM IN A WATERTIGHT CONDITION IN ACCORDANCE WITH THE OBLIGATIONS OF JM UNDER THIS GUARANTEE. JM AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE BUILDING STRUCTURE (UPON WHICH THE ROOFING SYSTEM IS AFFIXED) OR ITS CONTENTS AND OR OCCUPANTS, LOSS OF TIME OR PROFITS OR ANY INCONVENIENCE, INJURY. JM SHALL NOT BE LIABLE FOR ANY CLAIM MADE AGAINST THE BUILDING OWNER BY ANY THIRD PARTY AND THE BUILDING OWNER SHALL INDEMNIFY AND DEFEND JM AGAINST ANY CLAIM BROUGHT BY ANY THIRD PARTY AGAINST JM RELATING TO OR ARISING OUT OF THE ROOFING SYSTEM OR JM'S OBLIGATIONS UNDER THIS GUARANTEE. JM AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY DAMAGES WHICH ARE BASED UPON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY OTHER THAN THE EXCLUSIVE LIABILITY SET FORTH IN THIS GUARANTEE. THIS GUARANTEE DOES NOT COVER, AND EXPLICITLY EXCLUDES, ANY AND ALL INJURIES, CLAIMS AND/OR DAMAGES RESULTING, IN WHOLE OR IN PART, FROM ANY WATER ENTRY FROM ANY PORTION OF THE BUILDING STRUCTURE INCLUDING, BUT NOT LIMITED TO, THE ROOFING SYSTEM.

No one is authorized to change, alter, or modify the provision of this Guarantee other than the Manager, Guarantee Services or authorized delegate. JM's delay or failure in enforcing the terms and conditions contained in this Guarantee shall not operate as a waiver of such terms and conditions. This Guarantee is solely for the benefit of the Building Owner identified above and Building Owner's rights hereunder are not assignable. Upon sale or other transfer of the Building, Building Owner may request transfer of this Guarantee to the new owner, and JM may transfer this Guarantee, in its sole and absolute discretion only after receiving satisfactory information and payment of a transfer fee, which must be paid no later than 30 days after the date of Building ownership transfer.

In the event JM pays for repairs which are required due to the acts or omissions of others, JM shall be subrogated to all rights of recovery of the Building Owner to the extent of the amount of the repairs.

Because JM does not practice Engineering or Architecture, neither the issuance of this Guarantee nor any review of the Building's construction or inspection of roof plans (or the Building's roof deck) by JM representatives shall constitute any warranty by JM of such plans, specifications, and construction or in any way constitute an extension of the terms and conditions of this Guarantee. Any roof inspections are solely for the benefit of JM.

JM does not supervise nor is it responsible for a roofing contractor's work except to the extent stated herein, and roofing contractors are not agents of JM.

*JOHNS MANVILLE ("JM") is a Delaware corporation with its principal mailing address at P.O. Box 5108, Denver, Colorado 80217-5108.



By: Joseph Smith
Title: President Roofing Systems

Addendum(s)

~ None ~

Maintenance Program

In order to continue the coverage of this Guarantee, the following Maintenance Program must be implemented and followed:

1. Building Owner must notify JM Guarantee Services Unit (see below) immediately upon discovery of the leak and in no event later than ten (10) days after initial discovery of the leak, time being of the essence. Failure of the Building Owner to provide timely notice to JM Guarantee Services of any leak is a material ground for termination of the Guarantee.
2. In response to timely notice, JM will arrange to inspect the Roofing System, and
 - (i) If, in JM's sole and absolute opinion, the leak(s) is/are the responsibility of JM under this Guarantee (see Limitations and Exclusions), then JM will take prompt appropriate action to return the Roofing system to a watertight condition, or
 - (ii) If, in JM's sole and absolute opinion, the leak(s) is/are not the responsibility of JM under this Guarantee, then JM will advise the Building Owner within a reasonable time of the minimum repairs that JM believes are required to return the Roofing System to a watertight condition. If the Building Owner, at his expense, promptly and timely makes such repairs to the Roofing System (time being of the essence) then this Guarantee will remain in effect for the unexpired portion of its Term. Failure to make any of these repairs in a timely and reasonable fashion will void any further obligation of JM under this Guarantee as to the damaged portion of the Roofing System as well as any other areas of the Roofing System impacted by such failure.
3. In the event an emergency condition exists which requires immediate repair to avoid damage to the Building, its contents or occupants, then Building Owner may make reasonable, essential temporary repairs. JM will reimburse Building Owner for those reasonable repair expenses only to the extent such expenses would have been the responsibility of JM under the Guarantee.

There are a number of items not covered by this Guarantee that are the sole, exclusive responsibility of the Building Owner. In order to ensure that your new roof will continue to perform its function and to continue JM's obligations under the Guarantee, you must examine and maintain these items on a regular basis:

- Maintain a file for your records on this Roofing System, including, but not limited to, this Guarantee, invoices, and subsequent logs of all inspections performed and repairs that are made to the Roofing System.
- Inspect your Roofing System at least semi-annually. This is best done in the spring, after the Roofing System has been exposed to the harsh winter conditions, and, in the Fall after a long hot summer. It is also a good idea to examine the Roofing System for damage after severe weather conditions such as hailstorms, heavy rains, high winds, etc.
- Since these types of Roofing Systems typically have a low slope, they are easily examined. However, care must be taken to prevent falling and other accidents. JM expressly disclaims and assumes no liability for any inspections performed on the Roofing System.

When checking the Roofing System:

- Remove any debris such as leaves, small branches, dirt, rocks, etc. that have accumulated.
- Clean gutters, down spouts, drains and the surrounding areas. Make certain they allow water to flow off the Roofing System. Positive drainage is essential.
- Examine all metal flashings and valleys for rust and damage that may have been caused by wind or traffic on the Roofing System, and make certain they are well attached and sealed. Any damaged, loose, or poorly sealed materials must be repaired by a JM Approved Roofing Contractor only.
- Examine the areas that abut the Roofing System. Damaged masonry, poorly mounted counter flashing, loose caulking, bad mortar joints, and any loose stone or tile coping can appear to be a membrane leak. Have these items repaired by a JM Approved Roofing Contractor if found to be defective.
- Examine the edges of the Roofing System. Wind damage often occurs in these areas. Materials that have been lifted by the wind need to be corrected by a JM Approved Roofing Contractor.
- Examine any roof top equipment such as air conditioners, evaporative coolers, antennas, etc. Make certain they do not move excessively or cause a roof problem by leaking materials onto the Roofing System.
- Check the building exterior for settlement or movement. Structural movement can cause cracks and other problems which in turn may lead to leaks in your Roofing System.
- Examine protective coatings; any cracked, flaking, or blistered areas must be recoated.

Protecting your investment:

- Avoid unnecessary roof top traffic.
- If you allow equipment servicemen to go onto the Roofing System, advise them to be careful. Dropped tools, heavy equipment, etc. can damage the membrane. Log all such trips to the Roofing System.
- Do not allow service personnel to make penetrations into the Roofing System; these are to be made only by a JM Approved Roofing Contractor.

All the terms and conditions of this Guarantee shall be construed under the internal law of the state of Colorado without regard to its conflicts of law principles. Invalidity or unenforceability of any provisions herein shall not affect the validity or enforceability of any other provision which shall remain in full force and effect to the extent the main intent of the document is preserved.

This form is not to be copied or reproduced in any manner. This Guarantee is valid only in the United States of America.

Guarantee Services
(800) 922-5922
E-mail: gsu@jm.com
www.jm.com/roofing

Mailing Address:
Johns Manville
Guarantee Services
P.O. Box 625001
Littleton, CO 80162-5001

Shipping Address:
Johns Manville
Guarantee Services
10100 West Ute Avenue
Littleton, CO 80127



Peak Advantage Guarantee

**Building Owner:**

Solano Community College District
1687 North Ascot Parkway
Vallejo, CA 94591

Guarantee Number: ANT157330682**Expiration Date:** July 14, 2037**Job Name:** Solano Community College
Auto Tech. Bldg**Building Name:**

Solano Community College Auto Tech Bldg
1687 North Ascot Parkway
Vallejo, CA 94591

Date of Completion: July 14, 2017**Approved Roofing Contractor:**

SOLANO COUNTY ROOFING INC
4349 CORDELIA ROAD
FAIRFIELD, CA 94534-4201

Terms & Maximum Monetary Obligation to Maintain a Watertight Roofing System.**Years:** 20 Year**\$** No Dollar Limit**Coverage:**

The components of the Roofing System covered by this Guarantee are:

Total Squares: 340

Sec.	Sqs.	Roof Type	Membrane Spec.	Insulation Type			Cover Board
				Layer 1	Layer 2	Layer 3	
1	340	TPO	ST6RA	ENRGY 3	ENRGY 3		1/4" Densdeck

Accessories:	Type	Product Name	Quantity
	Expand-O-Flash (1) Style:		0 lin. ft.
	Expand-O-Flash (2) Style:		0 lin. ft.
	Expand-O-Flash (3) Style:		0 lin. ft.
	Fascia Style:		0 lin. ft.
	Copings Style:		0 lin. ft.
	Gravel Stop Style:		0 lin. ft.
	Drains (1) Style:		0 ea.
	Drains (2) Style:		0 ea.
	Vents Style:		0 ea.

These Johns Manville Guaranteed components are referred to above as the "Roofing System" and ALL OTHER COMPONENTS OF THE OWNER'S BUILDING ARE EXCLUDED FROM THE TERMS OF THIS GUARANTEE, including any amendments thereto.

Johns Manville* guarantees to the original Building Owner that during the Term commencing with the Date of Completion (as defined above), JM will pay for the materials and labor reasonably required in Johns Manville's sole and absolute discretion to repair the Roofing System to return it to a watertight condition if leaks occur due to: ordinary wear and tear, or deficiencies in any or all of the Johns Manville component materials of the Roofing System, or workmanship deficiencies only to the extent they arise solely out of the application of the Roofing System. Non-leaking blisters are specifically excluded from coverage. Should any investigation or inspection reveal the cause of a reported leak to be outside the scope of coverage under this Guarantee, then all such investigation and inspection costs shall be borne solely by the Building Owner.

WHAT TO DO IF YOUR ROOF LEAKS

If you should have a roof leak please refer to directions on the reverse side. Failure by the Building Owner to comply with any of the directions on the reverse side of this document will render the coverage provided under this Guarantee, including any applicable amendments and/or riders, null and void.

LIMITATIONS AND EXCLUSIONS

This Guarantee is not a maintenance agreement or an insurance policy; therefore, routine inspections and maintenance are the Building Owner's sole responsibility (see reverse side of this document). Failure to follow the Maintenance Program on the reverse side of this document will void the Guarantee in its entirety. This Guarantee does not obligate JM to repair or replace the Roofing System, or any part of the Roofing System, for leaks or appearance issues resulting, in whole or in part, from one or more of the following (a) natural disasters including but not limited to the direct or indirect effect of lightning, flood, hail storm, earthquake, tornados, hurricanes or other extraordinary natural occurrences and/or wind speeds in excess of 55 miles per hour; (b) misuse, abuse, neglect or negligence; (c) installation or material failures other than those involving the component materials expressly defined above as the Roofing System or exposure of the Roofing System components to damaging substances such as oil, fertilizers, or solvents or to damaging conditions such as vermin; (d) any and all (i) changes, alterations, repairs to the Roofing System, including, but not limited to, structures, penetrations, fixtures or utilities (including vegetative and solar overlays) based upon or through the Roofing System as well as any (ii) changes to the Building's usage that are not pre-approved in writing by JM; (e) failure of the Building substrate (mechanical, structural, or otherwise and whether resulting from Building movement, design defects or other causes) or improper drainage; (f) defects in or faulty/improper design, specification construction or engineering of the Building or any area over which the Roofing System is installed; (g) defects in or faulty/improper architectural, engineering or design flaws of the Roofing System or Building, including, but not limited to, design issues arising out of improper climate or building code compliance; or (h) in instances of a recover project, Johns Manville is not responsible for the performance of pre-existing materials that predated the recover. Instead, Johns Manville's sole responsibility in recover systems where JM materials are adhered to existing materials is limited to the installed recover JM Roofing materials up to the wind speed listed herein. Guarantee coverage is limited to replacing recover JM Roofing materials only (and not the pre-existing materials – which is the Owner's responsibility) as required to return the roofing system to a watertight condition due to a claim covered under the terms and conditions herein. Johns Manville is not responsible for leaks, injuries or damages resulting from any water entry from any portion of the Building structure not a part of the Roofing System, including, but not limited to, deterioration of the roofing substrate, walls, mortar joints, HVAC units and all other non-Johns Manville materials and metal components. Moreover, the Building Owner is solely and absolutely responsible for any removal and/or replacement of any overburdens, super-strata or overlays, in any form whatsoever, as reasonably necessary to expose the Roofing System for inspection and/or repair.

This Guarantee becomes effective when (1) it is delivered to Owner; and (2) all bills for installation, materials, and services have been paid in full to the Approved Roofing contractor and to JM. Until that time, this Guarantee is not in force, has no effect – and JM is under no obligation whatsoever to perform any services/work.

The Parties agree that any controversy or claims relating to this Guarantee shall be first submitted to mediation under the Construction Industry Arbitration and Mediation Rules of the American Arbitration Association (Regular Track Procedures) or to such other mediation arrangement as the parties mutually agree. No court or other tribunal shall have jurisdiction until the mediation is completed. In any action or proceeding brought against the Building Owner to enforce this Guarantee or to collect costs due hereunder, Johns Manville shall be entitled to recover its reasonable costs, expenses and fees (including expert witness' fees) incurred in any such action or proceeding, including, without limitation, attorneys' fees and expenses, and the Building Owner shall pay it.

TO THE FULLEST EXTENT PERMITTED BY LAW, JM DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND LIMITS SUCH WARRANTY TO THE DURATION AND TO THE EXTENT OF THE EXPRESS WARRANTY CONTAINED IN THIS GUARANTEE.

THE EXCLUSIVE RESPONSIBILITY AND LIABILITY OF JM UNDER THIS GUARANTEE IS TO MAKE REPAIRS NECESSARY TO MAINTAIN THE ROOFING SYSTEM IN A WATERTIGHT CONDITION IN ACCORDANCE WITH THE OBLIGATIONS OF JM UNDER THIS GUARANTEE. JM AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE BUILDING STRUCTURE (UPON WHICH THE ROOFING SYSTEM IS AFFIXED) OR ITS CONTENTS AND OR OCCUPANTS, LOSS OF TIME OR PROFITS OR ANY INCONVENIENCE, INJURY. JM SHALL NOT BE LIABLE FOR ANY CLAIM MADE AGAINST THE BUILDING OWNER BY ANY THIRD PARTY AND THE BUILDING OWNER SHALL INDEMNIFY AND DEFEND JM AGAINST ANY CLAIM BROUGHT BY ANY THIRD PARTY AGAINST JM RELATING TO OR ARISING OUT OF THE ROOFING SYSTEM OR JM'S OBLIGATIONS UNDER THIS GUARANTEE. JM AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY DAMAGES WHICH ARE BASED UPON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY OTHER THAN THE EXCLUSIVE LIABILITY SET FORTH IN THIS GUARANTEE. THIS GUARANTEE DOES NOT COVER, AND EXPLICITLY EXCLUDES, ANY AND ALL INJURIES, CLAIMS AND/OR DAMAGES RESULTING, IN WHOLE OR IN PART, FROM ANY WATER ENTRY FROM ANY PORTION OF THE BUILDING STRUCTURE INCLUDING, BUT NOT LIMITED TO, THE ROOFING SYSTEM.

No one is authorized to change, alter, or modify the provision of this Guarantee other than the Manager, Guarantee Services or authorized delegate. JM's delay or failure in enforcing the terms and conditions contained in this Guarantee shall not operate as a waiver of such terms and conditions. This Guarantee is solely for the benefit of the Building Owner identified above and Building Owner's rights hereunder are not assignable. Upon sale or other transfer of the Building, Building Owner may request transfer of this Guarantee to the new owner, and JM may transfer this Guarantee, in its sole and absolute discretion only after receiving satisfactory information and payment of a transfer fee, which must be paid no later than 30 days after the date of Building ownership transfer.

In the event JM pays for repairs which are required due to the acts or omissions of others, JM shall be subrogated to all rights of recovery of the Building Owner to the extent of the amount of the repairs.

Because JM does not practice Engineering or Architecture, neither the issuance of this Guarantee nor any review of the Building's construction or inspection of roof plans (or the Building's roof deck) by JM representatives shall constitute any warranty by JM of such plans, specifications, and construction or in any way constitute an extension of the terms and conditions of this Guarantee. Any roof inspections are solely for the benefit of JM.

JM does not supervise nor is it responsible for a roofing contractor's work except to the extent stated herein, and roofing contractors are not agents of JM.

*JOHNS MANVILLE ("JM") is a Delaware corporation with its principal mailing address at P.O. Box 5108, Denver, Colorado 80217-5108.



By: Joseph Smith
Title: President Roofing Systems

Addendum(s)

~ None ~

Maintenance Program

In order to continue the coverage of this Guarantee, the following Maintenance Program must be implemented and followed:

1. Building Owner must notify JM Guarantee Services Unit (see below) immediately upon discovery of the leak and in no event later than ten (10) days after initial discovery of the leak, time being of the essence. Failure of the Building Owner to provide timely notice to JM Guarantee Services of any leak is a material ground for termination of the Guarantee.
2. In response to timely notice, JM will arrange to inspect the Roofing System, and
 - (i) If, in JM's sole and absolute opinion, the leak(s) is/are the responsibility of JM under this Guarantee (see Limitations and Exclusions), then JM will take prompt appropriate action to return the Roofing system to a watertight condition, or
 - (ii) If, in JM's sole and absolute opinion, the leak(s) is/are not the responsibility of JM under this Guarantee, then JM will advise the Building Owner within a reasonable time of the minimum repairs that JM believes are required to return the Roofing System to a watertight condition. If the Building Owner, at his expense, promptly and timely makes such repairs to the Roofing System (time being of the essence) then this Guarantee will remain in effect for the unexpired portion of its Term. Failure to make any of these repairs in a timely and reasonable fashion will void any further obligation of JM under this Guarantee as to the damaged portion of the Roofing System as well as any other areas of the Roofing System impacted by such failure.
3. In the event an emergency condition exists which requires immediate repair to avoid damage to the Building, its contents or occupants, then Building Owner may make reasonable, essential temporary repairs. JM will reimburse Building Owner for those reasonable repair expenses only to the extent such expenses would have been the responsibility of JM under the Guarantee.

There are a number of items not covered by this Guarantee that are the sole, exclusive responsibility of the Building Owner. In order to ensure that your new roof will continue to perform its function and to continue JM's obligations under the Guarantee, you must examine and maintain these items on a regular basis:

- Maintain a file for your records on this Roofing System, including, but not limited to, this Guarantee, invoices, and subsequent logs of all inspections performed and repairs that are made to the Roofing System.
- Inspect your Roofing System at least semi-annually. This is best done in the spring, after the Roofing System has been exposed to the harsh winter conditions, and, in the Fall after a long hot summer. It is also a good idea to examine the Roofing System for damage after severe weather conditions such as hailstorms, heavy rains, high winds, etc.
- Since these types of Roofing Systems typically have a low slope, they are easily examined. However, care must be taken to prevent falling and other accidents. JM expressly disclaims and assumes no liability for any inspections performed on the Roofing System.

When checking the Roofing System:

- Remove any debris such as leaves, small branches, dirt, rocks, etc. that have accumulated.
- Clean gutters, down spouts, drains and the surrounding areas. Make certain they allow water to flow off the Roofing System. Positive drainage is essential.
- Examine all metal flashings and valleys for rust and damage that may have been caused by wind or traffic on the Roofing System, and make certain they are well attached and sealed. Any damaged, loose, or poorly sealed materials must be repaired by a JM Approved Roofing Contractor only.
- Examine the areas that abut the Roofing System. Damaged masonry, poorly mounted counter flashing, loose caulking, bad mortar joints, and any loose stone or tile coping can appear to be a membrane leak. Have these items repaired by a JM Approved Roofing Contractor if found to be defective.
- Examine the edges of the Roofing System. Wind damage often occurs in these areas. Materials that have been lifted by the wind need to be corrected by a JM Approved Roofing Contractor.
- Examine any roof top equipment such as air conditioners, evaporative coolers, antennas, etc. Make certain they do not move excessively or cause a roof problem by leaking materials onto the Roofing System.
- Check the building exterior for settlement or movement. Structural movement can cause cracks and other problems which in turn may lead to leaks in your Roofing System.
- Examine protective coatings; any cracked, flaking, or blistered areas must be recoated.

Protecting your investment:

- Avoid unnecessary roof top traffic.
- If you allow equipment servicemen to go onto the Roofing System, advise them to be careful. Dropped tools, heavy equipment, etc. can damage the membrane. Log all such trips to the Roofing System.
- Do not allow service personnel to make penetrations into the Roofing System; these are to be made only by a JM Approved Roofing Contractor.

All the terms and conditions of this Guarantee shall be construed under the internal law of the state of Colorado without regard to its conflicts of law principles. Invalidity or unenforceability of any provisions herein shall not affect the validity or enforceability of any other provision which shall remain in full force and effect to the extent the main intent of the document is preserved.

This form is not to be copied or reproduced in any manner. This Guarantee is valid only in the United States of America.

Guarantee Services
(800) 922-5922
E-mail: gsu@jm.com
www.jm.com/roofing

Mailing Address:
Johns Manville
Guarantee Services
P.O. Box 625001
Littleton, CO 80162-5001

Shipping Address:
Johns Manville
Guarantee Services
10100 West Ute Avenue
Littleton, CO 80127

EXHIBIT "J" Guarantee Form

R&S Glazing ("Contractor") hereby agrees that the
074213, 079000, 084100, 084229, 086200, 087100, 088100 ("Work" of Contractor) which Contractor
has installed for the Solano Community College District ("District") for the following project:

PROJECT: Solano CC Autotechnology Building

("Project" or "Contract") has been performed in accordance with the requirements of the Contract Documents and that the Work as installed will fulfill the requirements of the Contract Documents.

The undersigned agrees to repair or replace any or all of such Work that may prove to be defective in workmanship or material together with any other adjacent Work that may be displaced in connection with such replacement within a period of TWO years from the date of completion as defined in Public Contract Code section 7107, subdivision (c), ordinary wear and tear and unusual abuse or neglect excepted.

In the event of the undersigned's failure to comply with the above-mentioned conditions within a reasonable period of time, as determined by the District, but not later than seven (7) days after being notified in writing by the District, the undersigned authorizes the District to proceed to have said defects repaired and made good at the expense of the undersigned. The undersigned shall pay the costs and charges therefor upon demand.

Date: 07/31/17
Proper Name of Contractor: R&S Glazing Specialties
Signature: 
Print Name: Shannon Johnson
Title: CFO

Representatives to be contacted for service subject to terms of Contract:

NAME: Shawn Wagner - Project Manager
ADDRESS: 5353 Napa Vallejo Hwy, American Canyon, CA 94503
PHONE NO: 707-327-4348

Contractor's Initials _____

Subcontractor's Initials _____



ELWARD SYSTEMS CORPORATION

MATERIAL AND WORK WARRANTY

PROJECT:

SECTION: **07420 Composite Metal Building Panels**

ELWARD SYSTEMS CORPORATION (ESC) certifies that all labor and materials furnished and work performed by them are in accordance with the Purchase Order, Plans, Specifications and authorized alterations and additions thereto; and that should any defect develop during the Warranty period, as hereinafter defined, (failure of system to perform to specifications for air and water infiltration and/or seismic movement) due to improper materials, workmanship or arrangement, the same, together with any other work effected in correcting such defect shall, upon written notice, be remedied by ESC without expense to the Purchaser and/or Original Owner both herein after referred to was (Warrantee). If ESC incurs any costs or expense in determining that a claim under this Warranty is not its responsibility, the Warrantee shall reimburse ESC for all of said costs and expense incurred. The aforesaid Warranty shall cover all work under the purchase order, for a period of **(2) Two** years starting (date) and ending (date). **RECEIPT OF ALL CONTRACT PAYMENTS IS A CONDITION PRECEDENT TO THE PERFORMANCE OF WARRANTY WORK, IF ANY.**

Repairs or replacements required because of acts of God, exceeding performance requirements, vandalism, inadequate maintenance, alterations, failure of structure supporting wall panel work, or other causes beyond ESC's control, shall be completed by ESC and paid for by Warrantee at reasonable prevailing rates mutually agreed upon at time of such repair/replacement work. Any repairs or alterations to the work, covered by the contract agreement, performed by others without the written approval and verification by ESC shall render this Warranty NULL AND VOID.

The above Warranty is exclusive and in lieu of any other warranty, express or implied, including that of merchantability or fitness for a particular purpose. Except for physical damage directly caused by the repairing of a defect as set forth above, ESC shall not be liable for special, incidental or consequential damages. This Warranty shall be and is the exclusive remedy for all defects in material and workmanship fabricated and/or furnished by ESC for the work.

Supplier: **ELWARD SYSTEMS CORPORATION**

By:

James L. Helgoth, President

Date: