



Board of Commissioners
Doug Barnes, *Chair*
Susan Palmer, *Vice-Chair*
John Welch
TerryLynn Stewart
Regina Elmi

Executive Director/CEO
Robin Walls

INVITATION TO BID

Office Flat Roof Replacement

at

Cove East Apartments 33030 1st Ave South, Federal Way, WA 98003

April 12, 2023

ADDENDUM NO. 1

This addendum is used to clarify, change, delete, add to or substitute items in the original contract documents.

BID DATE: May 11, 2023 at 2:00 pm

QUESTIONS DEADLINE: Friday, May 5, 2023

NUMBER OF PAGES: 1

ATTACHMENTS: 10 pages

CONTRACT NUMBER: DW2302531

NOTICE TO BIDDERS: Bidders are hereby notified of the following changes and/or clarifications to the Contract Documents for this project:

Changes:

Roofing: Dura-Last Dura Tuff 60-mil Fully adhered PVC Roof System Light Gray is approved for bidding subject to review and approval of submittals. Products submitted must meet specifications and provide equivalent warranty, installer certifications, minimum experience and references to qualify as specified in bid documents.

All other provisions of the Contract Documents remain unchanged.

END OF ADDENDUM NO. 1

DURO-TUFF® COLORS 60-MIL MEMBRANE

Advantages:

Duro-Last® Duro-Tuff® Colors 60-Mil (DTC60) is an excellent choice for low-slope roof projects requiring a long lasting roofing membrane. A complete line of custom-fabricated accessories is available for use with DTC60.

Description:

Duro-Tuff Colors membrane incorporates a weft-inserted, knitted scrim within PVC films to provide exceptional strength and waterproofing.

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

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

- PVC film above weft-inserted scrim – 31 mil, nominal

Weft-Inserted Scrim – An 18 x 9 polyester fabric construction with weft insertion, composed of 840 x 1000 denier threads, provides superior tear and puncture resistance. The polyester thread is treated to prevent wicking.

Total Thickness – 60 mil, nominal.

Weight – 0.35 lb. per square foot.

Colors* – Same top and bottom surface color.

* DTC60 is available in the following colors by special order. Contact sales department for more information.



R-Value – 0.1 R (0.1 ft²·°F·hr/Btu).

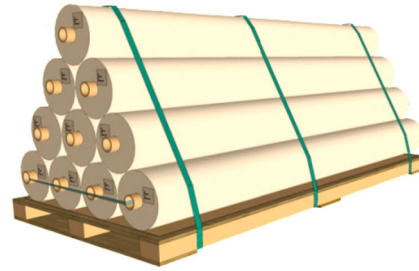
Packaging – DTC60 is supplied in the roll sizes shown below. A full pallet contains ten rolls.

Roll Dimensions

Dimensions	Approximate Coverage		Approximate Weight
	6" Overlap ¹	4" Overlap ²	
120 in. x 100 ft.	950 sq. ft.	967 sq. ft.	350 lb.
60 in. x 100 ft.	450 sq. ft.	467 sq. ft.	175 lb.
30 in. x 100 ft.	200 sq. ft.	217 sq. ft.	88 lb.
10 in. x 100 ft.	Stripping		29 lb.

¹ 6 inch overlap and use of Duro-Last Poly or Cleat Plates®.

² 4 inch overlap and use of Duro-Last Oval Plates.



Overlap Line – A line, 6 inches from one edge of the sheet, is factory-applied to the top of the sheet to assist in maintaining proper overlap between sheets.

Seam Plate and Fastener Placement Guides – “X”s are placed at 6-inch intervals along one edge of the sheet to assist in maintaining proper spacing between fasteners. Install fasteners so that the outside edge of the seam plate is flush with the edge of the sheet.

“T-Lap” Patches – A patch, with rounded corners, is required at all lap areas where 3 or more layers of membrane intersect (“T-Lap”). The minimum size of the patch is 4 x 4 inches or 4-inch diameter. Patches can be made of either DT or DL membrane of any thickness. Refer to Detail Drawing RG1066.

Energy Efficiency:

Light tan DTC60 is an excellent product for complying with California Title 24, LEED® and other energy efficiency programs requiring the use of a highly reflective roof membrane.

Cool Roof Rating Council (CRRC)

	CRRC ID	Solar Reflectance		Thermal Emittance		Solar Reflective Index (SRI)	
		Initial	3-yr	Initial	3-yr	Initial	3-yr
Blue	0610-0015	0.16	0.15	0.89	0.89	13	12
Copper	0610-0016	0.19	0.18	0.89	0.89	17	16
Charcoal	0610-0013	0.09	0.10	0.86	0.89	3	6
Green	0610-0012	0.08	0.08	0.88	0.88	3	3
Light Gray	0610-0018	0.46	0.38	0.89	0.89	53	42
Patina	0610-0019	0.34	0.31	0.89	0.89	37	33
Light Tan	0610-0014	0.72	0.58	0.85	0.88	88	69

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Total Thickness – 60 mil, nominal.

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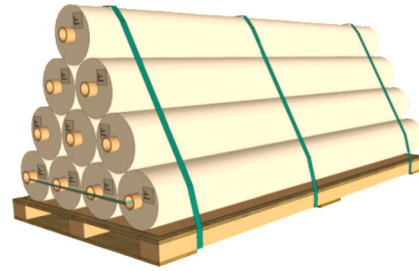
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Charcoal	0610-0013	0.09	0.10	0.86	0.89	3	6
Green	0610-0012	0.08	0.08	0.88	0.88	3	3
Light Gray	0610-0018	0.46	0.38	0.89	0.89	53	42
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LEED-NC & LEED-EB Credits – Light tan DTC50 membrane alone can obtain 1 credit in either U.S. Green Building Council’s LEED-NC or LEED-EB programs. In combination with other design criteria the membrane may help attain many other credits.

LEED-NC Credit Category	Duro-Last Attribute
Sustainable Sites Heat Island Reduction	Solar Reflective Index (SRI) = 88

LEED-EB Credit Category	Duro-Last Attribute
Sustainable Sites Heat Island Reduction	Solar Reflective Index (SRI) = 88

Warranty:

The following warranties are available for projects utilizing DTC60. Contact Duro-Last for warranty details.

Consequential damage coverage is not available for Duro-Tuff Installations.

Available Warranties			
Supreme	Not applicable for this product		
Ultra	15-Year NDL High Wind Warranty	20-Year NDL High Wind Warranty	25-Year NDL High Wind Warranty ¹
Basic	15-Year NDL Warranty	20-Year NDL Warranty	25-Year NDL Warranty ¹
Residential	15-Year Residential Material Limited Warranty		20-Year Residential Material Limited Warranty

¹ Refer to the 25 and 30-Year Warranty Requirements for additional installation criteria.

Codes and Standards:

Underwriters Laboratories (US & Canada), UL Evaluation Report (ER10128), FM Approvals, Canadian Construction Materials Centre (CCMC 14012-L), State of Florida, Miami-Dade County, Texas Department of Insurance.

Storage:

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

Membrane Attachment:

Mechanically Fastened – DTC60 may be mechanically fastened to a variety of roof deck and wall materials. An appropriate slip sheet, insulation or cover board may be required. Refer to the Roll Good Mechanically Fastened Roofing System Specification for system requirements.

Induction welded – Induction welding may be used to attach DTC60. An appropriate slip sheet, insulation or cover board may be required. Refer to the Duro-Bond® Induction Weld Roofing System Specification for system requirements.

Adhered – DTC60 may be adhered to a variety of properly prepared roof decks, walls, cover boards and insulations. Refer to the Adhered Roofing System Specification for system requirements.

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Induction welded – Induction welding may be used to attach DTC60. An appropriate slip sheet, insulation or cover board may be required. Refer to the Duro-Bond® Induction Weld Roofing System Specification for system requirements.

Adhered – DTC60 may be adhered to a variety of properly prepared roof decks, walls, cover boards and insulations. Refer to the Adhered Roofing System Specification for system requirements.

SB IV ADHESIVE

DESCRIPTION:

Duro-Last® SB IV Adhesive (SB IV) is a low volatile organic compound (VOC) solvent-based adhesive used to bond the following membranes to a variety of substrates on horizontal and vertical surfaces.

- Duro-Last
- Duro-Last X™
- Duro-Tuff®
- Duro-Last EV

SB IV may be used on the following substrates, after they have been properly prepared, as described in the Duro-Last *Adhered Systems* specification. The installing contractor is responsible for following all applicable building, plumbing and electrical codes.

- Structural Concrete (poured in place or precast)
- Wood (Plywood, OSB or Lumber)
- Polyisocyanurate Rigid Insulation Board
- Duro-Guard® Cover Boards

ORDERING:

SB IV is ordered per 5-gallon pail.

- 5-gallon pail (Item #1112-010)



COVERAGE RATES		
	Per Pail	Per 100 Sq. Ft.
Roof Deck (Two-sided Application)	600 ft ² (300 ft ² finished coverage)	0.33 pail finished coverage
Parapet (Two-sided Application)	Same as Roof Deck	Same as Roof Deck

600 square feet total adhesive:
 300 square feet on substrate
 300 square feet on membrane
 = 300 square feet finished coverage

SB IV PROPERTIES		
Weight	8 lb. / gallon	40 lb. / pail
Color	Amber	
VOC Content	199.4 g / L	
Viscosity	1,800 – 2,400 CPS	
Total Solids	24% ± 1%	
Base	Synthetic polymer	
Solvent	Ketone blend	
Odor	Strong solvent smell	
Flash Point	< 0° F (< -18° C)	
Dry Time	5 – 10 minutes	
Open Time	Up to 60 minutes	

DURO-GUARD® ISO II

FLAT AND TAPERED PANELS

Description:

Duro-Guard® ISO II is a closed-cell polyisocyanurate foam core insulation board with an integrally laminated, fiber-reinforced facer which is compatible with Duro-Last® roof membranes.

- Available in both flat and tapered panels in order to meet thermal insulation needs as well as provide slope for proper roof drainage.
- Manufactured with a blowing agent that has zero ozone depletion potential (ODP) and virtually no global warming potential (GWP).
- Approved for direct application to steel and other deck types.
- Available in two grades of compressive strength per ASTM C 1289:
 - Type II, Class 1, Grade 2 (20 psi).
 - Type II, Class 1, Grade 3 (25 psi).
- Refer to Table 3 for physical properties.

Recommended Uses:

- Mechanically attached Duro-Last roof systems.
- Adhered/Fully Bonded Duro-Last roof systems.
- Duro-Bond® roof systems.
- Metal retrofit roof systems.

Underwriters Laboratories, Inc. Classifications:

- UL 1256.
- Insulated Metal Deck Constructions:
 - No. 120, 123, 292.
- UL 790.
- UL 263 Hourly Rated P Series Roof Assemblies.
- UL Classified for use in Canada.

Factory Mutual Approvals:

- FM 4450, FM 4470.
- Approved for Class 1 insulated steel, wood, concrete and gypsum roof deck construction.
- Refer to FM Approval's RoofNav for details on FM Approved systems (www.roofnav.com).

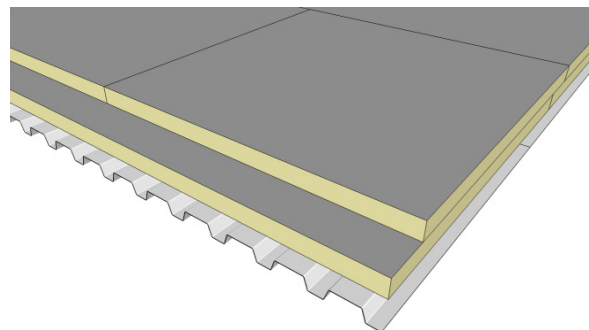


Figure 1. Duro-Guard ISO II Flat On Steel Deck

Flat Panels:

- Available sizes:
 - 4 ft. x 4 ft.
 - 4 ft. x 8 ft.
 - Thicknesses: 1 to 4 inches.
- Refer to Table 2 for R-value and flute spanability.

Tapered Panels:

- Available sizes:
 - 4 ft. x 4 ft.
 - Thicknesses: ½ to 4-½ inches.
- Precut miters and crickets are also available.
- Taper designs and shop drawings available.

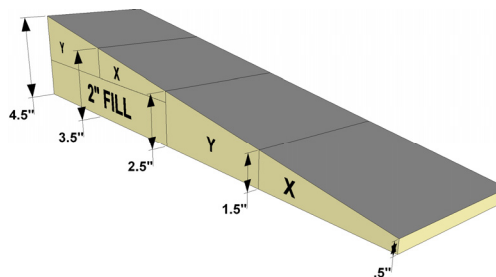


Figure 2. Duro-Guard ISO II Taper

TABLE 1. TYPICAL TAPER PANEL DIMENSIONS					
ID	SLOPE*		SIZE	MIN	MAX
Q	½" per ft.	4%	4 ft. x 4 ft.	½"	2-½"
QQ	½" per ft.	4%	4 ft. x 4 ft.	2-½"	4-½"
X	¼" per ft.	2%	4 ft. x 4 ft.	½"	1-½"
Y	¼" per ft.	2%	4 ft. x 4 ft.	1-½"	2-½"
Z	¼" per ft.	2%	4 ft. x 4 ft.	2-½"	3-½"
G	¼" per ft.	2%	4 ft. x 4 ft.	1"	2"
H	¼" per ft.	2%	4 ft. x 4 ft.	2"	3"
AA	⅛" per ft.	1%	4 ft. x 4 ft.	½"	1"
A	⅛" per ft.	1%	4 ft. x 4 ft.	1"	1-½"
B	⅛" per ft.	1%	4 ft. x 4 ft.	1-½"	2"
C	⅛" per ft.	1%	4 ft. x 4 ft.	2"	2-½"

* Contact Duro-Last for additional slope options.

DURO-LAST® VAPOR BARRIER

DESCRIPTION:

Duro-Last® Vapor Barrier (DL VB) is a self-adhesive vapor barrier composed of SBS modified bitumen adhesive on the bottom surface and a tri-laminated woven polyethylene on the top surface. A silicone release film covers the self-adhesive on the bottom surface.

DL VB can be used within a Duro-Last roofing system to minimize vapor transmission. Duro-Last recommends the use of vapor barriers, however it is the responsibility of the Duro-Last contractor of record to ensure that all applicable specifications, building codes, regulations and ordinances are complied with and followed. A roofing professional, such as a consultant or architect, should be utilized for correct roofing system design prior to installing any roofing system.

DL VB can provide a durable, walkable, temporary surface that protects the decking for up to 4 months until a Duro-Last roofing system can be installed (See Figure 1). Duro-Last does not warrant the water-tightness of DL VB when used as a temporary surface. Temporary surfaces do not carry any type of warranty and must only be used under the direction of a licensed roofing consultant or architect.

BENEFITS

- Meets IECC air barrier requirements for mechanically fastened roofing systems
- Quick release film
- Self-sealing
- Temporarily protects against inclement weather
- Slip resistant
- Substrate board not required for most applications
- UV protection for up to 4 months
- Puncture resistant
- No primer required on steel decks or within mechanically fastened roofing systems.
- Ideal for mechanically fastened or adhered roofing systems
- Highly resistant to work crew traffic

ACCEPTABLE DECKS:

Prior to installation of DL VB, the deck must be smooth and level without significant surface irregularities or depressions. It must be clean, dry and free of grease, dust and loose debris. Do not apply to wet or damp surfaces. Concrete and gypsum decks must be cured prior to installation.



Figure 1. Duro-Last Vapor Barrier as temporary surface

The installing contractor is responsible for following applicable building, plumbing and electrical codes. Duro-Last VB Primer (DL VB Primer) is not required when the roofing system is mechanically fastened or when the deck is steel. When used within an adhered roofing system, the following decks will require the use of DL VB Primer prior to installing DL VB:

- Structural Concrete (poured in place or precast)
- Gypsum (poured in place or precast)
- Lightweight Concrete (insulating or cellular)
- Wood (Plywood, OSB or Lumber)
- Cement Block/Masonry

APPROVED DIRECT-CONTACT ASSEMBLIES

The following membrane assemblies are approved for direct contact with DL VB. All other assemblies must be separated from DL VB by any Duro-Last slip sheet, insulation or cover board.

- Duro-Fleece® and Duro-Fleece Plus®
 - Adhered directly to DL VB with Duro-Fleece Membrane Adhesive or Duro-Fleece CR-20 Membrane Adhesive (Splatter)
 - Duro-Last, Duro-Tuff® and Duro-Last EV
 - Adhered directly to DL VB with SB IV Adhesive
- WB II Adhesive is not allowed.

FACTORY MUTUAL REQUIREMENTS

Factory Mutual projects that require DL VB will require an increase in the preliminary attachment of insulation and/or cover boards underneath mechanically fastened roofing systems. Each board must be fastened at a rate of one fastener and plate per two square feet. Corner and perimeter enhancements are not required for preliminary attachment.

DURO-LAST® VB PRIMER

DESCRIPTION:

Duro-Last® VB Primer is a solvent-based primer composed of a blend of natural resins and synthetic rubber. Duro-Last VB Primer is designed to enhance the adhesion of Duro-Last Vapor Barrier to a variety of surfaces such as structural concrete, gypsum, lightweight concrete, wood, and masonry.

ORDERING:

Duro-Last VB Primer is ordered in individual 5-gallon pails.

- 33-lb. pail (Item #1345)

STORAGE AND HANDLING

Product can be stored for up to 36 months in original sealed containers. Store in a cool, well-ventilated area between 14 and 75° F. Keep away from any source of heat, dampness, humidity, oxidizing agents or direct sunlight.

Product is flammable prior to curing. Keep away from open flames and any other source of ignition.

PRECAUTIONS:

1. Read Safety Data Sheets (SDS) prior to using.
2. Wear proper personal protective equipment, such as gloves and eye protection, per the SDS.
3. **This product is not intended for use with any Duro-Last membrane.**

INSTALLATION:

1. Limitations
 - a. The minimum ambient and surface temperature before application should be 14° F and rising.
 - b. Apply to a clean and structurally sound substrate.
2. Shake product thoroughly prior to application.
3. Apply to deck at a rate of 75 – 125 sq. ft. per gallon using either a brush or roller.
4. Do not install Duro-Last Vapor Barrier until Duro-Last VB Primer has completely dried. **Do not accelerate drying by use of heat.**



	Standards	Results
Specific gravity at 68° F	-	6.59 lbs./gal ¹
Color	-	Red
Solids by weight	-	24% ¹
Viscosity, Brookfield at 77° F	-	200 cP ¹
Set time	-	Between 15 and 60 minutes, depending on temperature and quantity applied.
Application temperature	-	14° F and rising
Coverage	-	75 – 125 sq. ft. per gallon

¹ Nominal.

CLEANING:

Tools can be cleaned with petroleum solvents such as mineral spirits, Varsol™, xylene, etc. **Do not allow cleaning solvents to come in contact with any Duro-Last membrane.**

DURO-LAST®

20-Year NDL Warranty

Warranty No. _____

I. TERMS and CONDITIONS

Duro-Last®, Inc., (“Duro-Last”) grants this No-Dollar Limit (“NDL”) Warranty to the owner of a building (“Owner”) containing a **Duro-Last Roofing System (“Duro-Last System”)** installed by a Duro-Last Authorized Dealer/Contractor (“Contractor”), subject to the terms and conditions and limitations contained herein.

Duro-Last’s obligation during the 1st through 20th year shall be to repair any leak in the Duro-Last System caused by any defect in a component of the Duro-Last System or by the workmanship of the Contractor, but only as the workmanship relates to the installation of the Duro-Last System itself and not as it relates to other work performed, if any. Duro-Last’s obligation includes, at Duro-Last’s discretion, either the repair or replacement of part or all of the Duro-Last System and also includes the furnishing or cost of labor to repair the Duro-Last System provided the following conditions are met:

- A. Duro-Last and Contractor have been paid in full for the Duro-Last System, its installation and any outstanding invoices issued by Duro-Last that arise after the installation;
- B. The Duro-Last System has been approved by Duro-Last following inspection by an authorized Duro-Last Quality Assurance Technical Representative (“Duro-Last QA Tech Rep”), this No-Dollar Limit Warranty has been signed by a Duro-Last QA Tech Rep or Quality Assurance Manager, and the Contractor confirms that the Duro-Last System was installed in accordance with Duro-Last’s specifications and written installation requirements;
- C. The Owner has notified Duro-Last within 14 days of the discovery of any leak, failure or other alleged Duro-Last System defect. Owner must notify Duro-Last by calling the Duro-Last Quality Assurance Department at 1-866-284-9424, by e-mailing ws@duro-last.com, or by certified mail, return receipt requested;
- D. The Owner allows Duro-Last’s QA Tech Rep(s) and/or Duro-Last Contractor(s) access to the roof including, if necessary, the removal and replacement by Owner at Owner’s expense any and all obstructions, including but not limited to: rooftop gardens, earth, soil, pavers, ballast, decks, patio and walking surface materials, photovoltaic system, and other overburden; and
- E. Duro-Last authorizes the repair and, at Duro-Last’s option, either Duro-Last’s QA Tech Rep(s) or an authorized Contractor makes the repair.

II. OWNER’S RESPONSIBILITIES

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

III. LIMITATIONS and EXCLUSIONS

- A. This No-Dollar Limit Warranty does not apply to a Duro-Last System installed on a single-family residence.
- B. Duro-Last shall not be liable for damages arising from defects in the design or construction of the building or roof assembly, including inadequate or insufficient drainage; nor shall Duro-Last be liable for any other products aside from the Duro-Last System.
- C. Duro-Last is not liable for any Duro-Last System failure nor for subsequent damages arising from Acts of God or causes outside Duro-Last’s control including, but not limited to:
 - 1) Damage caused by fire, lightning, hurricane, gale, hail, tornado, flood, earthquake, animals, insects; or
 - 2) Damage caused by accident, vandalism, intentional act, negligence or failure to use reasonable care, whether on the part of the Owner or another; or
 - 3) Damage caused by any unauthorized modification to the Duro-Last System including, but not limited to: damage caused by unauthorized components used in installation or repair, by additional equipment or structures added to or made a part of the roof, by traffic, or by chemicals not normally found in nature or the like; or
 - 4) Interior condensation and/or moisture entering the Duro-Last System through walls, copings, structural defects, HVAC systems, or any part of the building structure, including from adjacent buildings.
- D. Duro-Last does not warrant the watertightness of metal products that are located outside of the termination of the Duro-Last membrane.
- E. Duro-Last does not warrant against color change and/or pattern change and/or print change in the Duro-Last System.
- F. Duro-Last shall have no liability under any theory of law for any claims, repairs, or other damages relating to the presence of asbestos or any vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like on or in the Duro-Last System or in the building or in the air or water serving the building.
- G. This No-Dollar Limit Warranty is transferable to subsequent Owners only upon the express written consent of Duro-Last and at Duro-Last’s sole discretion. Duro-Last reserves the right to require an inspection of the Duro-Last

OVER: CONTINUED ON BACK

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

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

THIS NO-DOLLAR LIMIT WARRANTY AND THE RESPONSIBILITIES AND REMEDIES STATED HEREIN ARE EXPRESSLY AGREED TO BY OWNER AND DURO-LAST AND CONSTITUTE THE SOLE WARRANTY AND REMEDIES OF THE OWNER FOR ANY ALLEGED DEFECT OR FAILURE OF THE DURO-LAST SYSTEM, WHETHER MEMBRANE, ACCESSORIES, OR CONTRACTOR WORKMANSHIP.

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

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

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

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO SUCH A LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. If any provision or individual term herein is invalid or unenforceable under any applicable law, the provision or term will be ineffective to that extent and for the duration of the illegality, but the remaining provisions and terms will be unaffected.

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

Signature of Duro-Last QA Tech Rep or QA Manager

Name of Building

Signature of Owner

Address of Building

Owner (printed)

City, State & Zip of Building

Signature of Contractor

Building Designation

Contractor (printed)

Effective Date

Square Footage

Serial No.

Warranty No.