



REQUEST FOR PROPOSALS:
Roofing Products & Services

RFP #:
COG-2133

ISSUED BY:
The Cooperative Council of Governments
On Behalf of Equalis Group

*6001 Cochran Road, Suite 333
Cleveland, Ohio 44139*

DATED:
May 20, 2022

SECTION TWO:
Proposal Submission Documents, Technical Proposal, Cost
Proposal and Other Required Forms

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PROPOSAL FORM CHECKLIST

The following documents must be submitted with the Proposal

The below documents can be found in Section 2; Proposal Submission and Required Bid Forms and must be submitted with the proposal. Please note Proposal Form 2 is a separate attachment (attachment B).

TECHNICAL PROPOSAL

- Proposal Form 1: Technical Proposal**

PROPOSAL PRICING: Attachment B is provided separately in a Microsoft Excel file and is required to complete your cost proposal.

- Proposal Form 2: Cost Proposal**

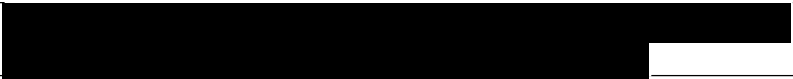
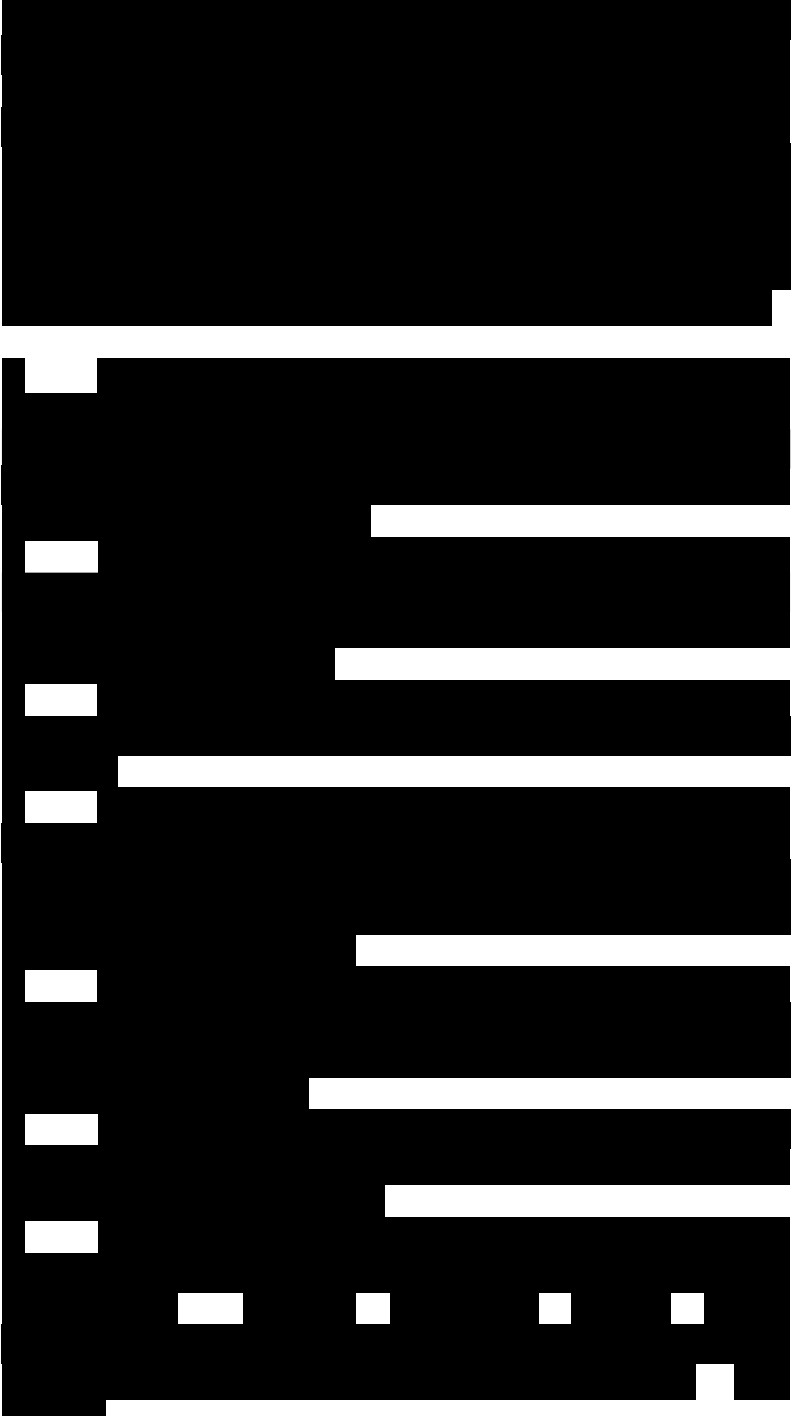
OTHER REQUIRED PROPOSAL FORMS:

- Proposal Form 3: Diversity Vendor Certification Participation**
- Proposal Form 4: Certifications and Licenses**
- Proposal Form 5: Unresolved Findings for Recovery**
- Proposal Form 6: Mandatory Disclosures**
- Proposal Form 7: Dealer, Reseller, and Distributor Authorization**
- Proposal Form 8: Mandatory Supplier & Proposal Certifications**
- Proposal Form 9: Clean Air Act & Clean Water Act**
- Proposal Form 10: Debarment Notice**
- Proposal Form 11: Lobbying Certification**
- Proposal Form 12: Contractor Certification Requirements**
- Proposal Form 13: Boycott Certification**
- Proposal Form 14 Federal Funds Certification Forms**
- Proposal Form 15: Arizona Contractor Requirements**
- Proposal Form 16: New Jersey Requirements**
- Proposal Form 17: General Terms and Conditions Acceptance Form**
- Proposal Form 18: Equalis Group Administration Agreement Declaration**
- Proposal Form 19: Master Agreement Signature Form**

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PROPOSAL FORM 1: TECHNICAL PROPOSAL

| 1. OVERVIEW & QUALIFICATIONS | | | | | | | | | |
|---|---|---------------|---------------|--------|-----------------------|--------|--------------|-----------------|------------------------|
| 1.1. Company Information | | | | | | | | | |
| 1.1.1. Company Name: | Garland/DBS, Inc. | | | | | | | | |
| 1.1.2. Corporate Street Address: | 3800 East 91 st Street, Cleveland, OH 44105 | | | | | | | | |
| 1.1.3. Website: | Garland/DBS, Inc. is a joint venture formed by The Garland Company, Inc. and Design Build Solutions, Inc., aka DBS. Garland/DBS, Inc. does not have a separate website. The website for The Garland Company, Inc. is www.garlandco.com . The website for Design Build Solutions, Inc. is www.dbsgarland.com . | | | | | | | | |
| 1.1.4. Formation. In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change. | Garland/DBS, Inc. was formed in 2009 in response to customers requiring the integrated delivery of building envelope materials and turnkey installation services under a single warranty. The two collaborating sister companies, The Garland Company, Inc. and DBS, Inc. were formed respectively in 1895 and in 2001. Garland/DBS, Inc. has retained its business name since its inception. | | | | | | | | |
| 1.1.5. Primary Point of Contact. Provide information about the Bidder representative/contact person authorized to answer questions regarding the proposal submitted by your company: | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Contact Name:</td> <td>Alexis Turner</td> </tr> <tr> <td>Title:</td> <td>Director of Contracts</td> </tr> <tr> <td>Phone:</td> <td>214-629-2056</td> </tr> <tr> <td>E-Mail Address:</td> <td>ATurner@garlandind.com</td> </tr> </table> | Contact Name: | Alexis Turner | Title: | Director of Contracts | Phone: | 214-629-2056 | E-Mail Address: | ATurner@garlandind.com |
| Contact Name: | Alexis Turner | | | | | | | | |
| Title: | Director of Contracts | | | | | | | | |
| Phone: | 214-629-2056 | | | | | | | | |
| E-Mail Address: | ATurner@garlandind.com | | | | | | | | |
| 1.1.6. Authorized Representative. Print or type the name of the Bidder representative authorized to address contractual issues, including the authority to execute a contract on behalf of Bidder, and to whom legal notices regarding contract termination or breach, should be sent (if not the same individual as in 1.1.9., provide the following information on each such representative and specify their function). | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Contact Name:</td> <td>Alexis Turner</td> </tr> <tr> <td>Title:</td> <td>Director of Contracts</td> </tr> <tr> <td>Phone:</td> <td>214-629-2056</td> </tr> <tr> <td>E-Mail Address:</td> <td>ATurner@garlandind.com</td> </tr> </table> | Contact Name: | Alexis Turner | Title: | Director of Contracts | Phone: | 214-629-2056 | E-Mail Address: | ATurner@garlandind.com |
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| Phone: | 214-629-2056 | | | | | | | | |
| E-Mail Address: | ATurner@garlandind.com | | | | | | | | |
| 1.2. Financial Strength & Legal Considerations | | | | | | | | | |
| 1.2.1. Financial Strength. Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed reference letters. Note: you may mark this information as a "Trade Secret" per the terms outlined in the RFP. | <div style="background-color: cyan; padding: 2px; display: inline-block;">TRADE SECRET</div> <div style="background-color: black; width: 100%; height: 15px; margin-top: 5px;"></div> <div style="background-color: black; width: 100%; height: 100px; margin-top: 10px;"></div> | | | | | | | | |

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| <p>1.2.2. Bankruptcy & Insolvency. Describe any bankruptcy or insolvency for your organization (or its predecessors, if any) or any principal of the firm in the last three (3) years.</p> | <p>Garland/DBS, Inc., The Garland Company, Inc., DBS, Inc. , and their respective principals have never had a bankruptcy petition filed in their names, nor have they defaulted on any loan or financing agreement.</p> |
| <p>1.2.3. Litigation. Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.</p> | <p>TRADE SECRET</p>  |

| | |
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| | <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> |
|--|---|

1.3. Industry Qualifications

| | |
|--|--|
| <p>1.3.1. <i>Company Identification.</i> How is your organization best identified? Is it a manufacturer, distributor, dealer, reseller, or service provider?</p> | <p>The Garland organization manufactures 95 percent of the materials we sell. A robust research and development department ensures a continual stream of innovative technologies for the total building envelope. Through Garland/DBS, Inc., we are able to provide turnkey delivery of products and related services under a single warranty.</p> |
| <p>1.3.2. <i>Manufacturer Authorization.</i> If your company is best described as a distributor/dealer/reseller (or similar entity), please certify that your organization is authorized to sell the products and service you represent</p> | <p>n/a</p> |
| <p>1.3.3. <i>Authorized Distributors, Agents, Dealers, or Resellers.</i> Describe the different channels in which this contract will be made available to Equalis Group Members. Your response should include, but is not limited to, whether your organization will serve as the single point of sale or if the contract will be made available through a network of distributors, agents, dealers, or resellers.</p> <p>NOTE: Bidders intending to authorize distributors, agents, dealers, or resellers must complete</p> | <p>n/a</p> |

| | |
|---|---|
| <p>Proposal Form 7 - Dealer, Distributor and Reseller Authorization Form.</p> | |
| <p>1.3.4. Network Relationship. If your company is best described as a manufacturer or service provider, please describe how your dealer network operates to sell and deliver the Products & Services proposed in this RFP. If applicable, is your network independent or company owned?</p> | <p>Garland/DBS, Inc. is currently represented by 183 territory managers (field sales reps) employed by Garland, with assigned territories that cover 49 states across the United States. In a number of states, apprentice field representatives are now working alongside our territory managers to ensure responsiveness and continuity of service for our customers. In the State of Ohio, Garland’s presence consists of 11 sales representatives, including two regional managers who will be deeply engaged in promoting the use of any contract resulting from this proposal. Please see Appendix 1, 1.3.4, OH Rep Maps (TRADE SECRET) for maps defining each Ohio rep’s territory.</p> <p>Every Garland sales representative is an employee-owner. In contrast with the short-term bottom-line-centric management style that is associated with large, publicly owned organizations, the Garland ESOP inspires a servant style of leadership that empowers individual employees to achieve those outcomes that create long-term success for our customers, understanding that their own long-term financial goals are directly linked to the long-term success of the organizations we serve.</p> <p>Our representatives sell directly to public agency representatives. Each Program Participant will have a locally based Garland sales representative as a single point of contact for scheduling and delivering all long-term performance outcomes.</p> <p>Our systems are installed by independent sub-contractors who go through an authorization process validating their financial stability and roofing experience.</p> |
| <p>1.3.5. Industry Experience. How long has your company provided the products and services outlined in your response to this RFP? What percentage of your company’s revenue in each of the last three (3) full calendar years was generated from these products and services?</p> | <p>Since the founding of Garland/DBS, Inc. in 2009, our organization has been providing public sector customers the full range of products and services as described in this proposal. 100 percent of the company’s revenue since its founding has been generated exclusively from these products and services, keeping in mind that our product lines and service offerings are continually being expanded to meet the changing needs of our public sector customers.</p> |
| <p>1.3.6. Geographic Reach. Confirm your organization is able to provide Roofing Products and Services in the state of Ohio.</p> | <p>Since the Garland organization’s founding in Cleveland, Ohio in 1895, we have had a thriving customer base in our home state. As previously indicated (See Section 1.3.4, Network Relationship) we currently have 11 sales representatives, including two regional managers, located in Ohio, all of whom are capable of providing our entire catalog of offerings in this proposal throughout the State of Ohio.</p> |
| <p>1.3.7. Certifications and Licenses. Provide a detailed explanation outlining the licenses and certifications that are i) required to be</p> | <p>Garland and DBS, Inc. are Ohio-based corporations, collectively employing 134 employees throughout the State, the majority of</p> |

held, and ii) actually held by your organization (including third parties and subcontractors that you use). Has your company maintained these certifications on an ongoing basis? If not, when and why did your company lose any referenced certifications?

NOTE: Provide copies of any of the certificates or licenses included in your response in **Proposal Form 5 - Certifications and Licenses.**

them working out of our world headquarters in Greater Cleveland, Ohio.

Garland/DBS, Inc. has possessed the requisite licensing (i.e., License No. 2140313, issued by the Secretary of State of Ohio, Certificate of Good Standing, see **Appendix 2, 1.3.7, Good Standing**) to perform any prime contract construction work for commercial, industrial, and public projects in the State of Ohio. The delivery options include: general contracting, construction management, and design-build.

Garland/DBS, Inc. has maintained this license without interruption since our founding.

No state-based General Contractor or Roofing Contractor license is required to perform the work outlined in this solicitation response, but possession of various licenses is necessary to perform certain types of work described in this proposal. These licenses facilitate the implementation of complex projects that frequently require the integration of multiple construction disciplines.

Garland/DBS, Inc. will not need to rely on any subcontractors to be registered or authorized to transact business in the State of Ohio. As a general contractor, Garland/DBS is properly licensed and registered as a contractor in all states where construction work is performed, including but not limited to the State of Ohio.

We do ensure that all subcontracts are issued to Garland authorized trade contractors that are properly registered and licensed to perform work in the state where the project is located.

In **Appendix 2, Good Standing**, you will find the Secretary of State of Ohio's certification that Garland/DBS, Inc. is qualified to do business in the State of Ohio under License No. 2140313.

1.4. Public Sector Experience

1.4.1. Public Sector Cooperative Contracts. Provide a list of the public sector cooperative contracts (e.g., state term contracts, public sector cooperatives, etc.) you currently hold and the annual revenue through those contracts in each of the last three (3) calendar year.

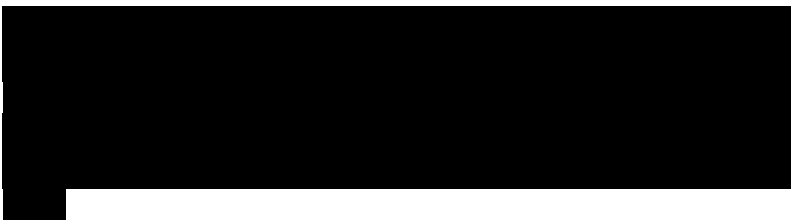
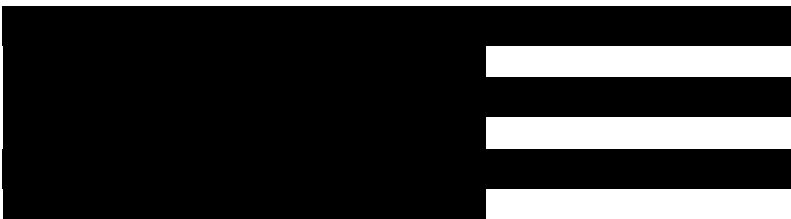

TRADE SECRET

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| <p>1.4.2. Education Success. What is the i) total dollar amount, and ii) percentage of your company’s total annual revenue generated by sales to educational institutions (i.e., K-12 schools & school districts and high education)?</p> | <p>TRADE SECRET</p>  |
| <p>1.4.3. Government Success. What is the i) total dollar amount, and ii) percentage of your company’s total annual revenue generated by sales to local governments (i.e., municipalities, counties, special districts, and state agencies)?</p> | <p>TRADE SECRET</p>  |
| <p>1.4.4. Customer References. Provide references of at least three (3) local government or educational institution customers for which your company has provided products and services similar in nature and scope to those defined in this RFP in the last three (3) years. Each reference should include:</p> <ul style="list-style-type: none"> a. Customer contact person and their title, telephone number, and email address; b. A brief description of the products and services provided by your company; c. Customer relationship starting and ending dates; and, d. Notes or other pertinent information relating to the customer and/or the products and services your company provided. | <p>TRADE SECRET</p> <ul style="list-style-type: none"> a. Customer contact person and their title, telephone number, and email address; b. A brief description of the products and services provided by your company; c. Customer relationship starting and ending dates; and, d. Notes or other pertinent information relating to the customer and/or the products and services your company provided. <p>See Appendix 3, 1.4.4, Three Letters of Reference with Summary Chart</p> |

2. Products & Services

2.1. PRODUCTS & SERVICES

2.1.1. Product & Services Description(s). Provide a detailed description of the products and services you are offering as a part of your proposal.

Your response may include, but is not limited to, information related to differentiators, manufacturing capabilities & advantages, warranty information, turnkey capabilities, installation or set-up, training services, maintenance services, or any other piece of information that would help understand the breadth and depth of your products and service offering.

IMPORTANT. This description along with the products and services included in the **Attachment B – Cost Proposal** will be utilized to define the overall products and services available under a resulting contract.

Product Solutions

As part of any contract derived from this proposal, Garland/DBS, Inc. will be providing the products specified in the pricing document (**see Attachment B, Cost Proposal**), as summarized below.

The Garland Company is proud to manufacture a broad portfolio of what it believes to be best-in-class modified bitumen, KEE, metal, and fluid-applied roofing systems. The breadth of our product line reflects a unique capacity to address virtually any roofing need. Through our no-fee, no-obligation roof assessments, we can provide detailed recommendations that divide a roof into areas requiring repair, restoration, or complete replacement, either immediately, in the near term, or further on the horizon. This allows our customer to manage capex project budgets and avoid surprises later more effectively.

As you will see below, the quality and breadth of our products give our customers the peace of mind that their building will remain watertight. In addition, many of our products help our customers deliver on their sustainability objectives, including related regulatory and compliance requirements. Those sustainable products that are part of the Garland Greenhouse, incorporating environmentally responsible features such as VOC-reduction; incorporation of recycled, rapidly renewable, or bio-based content; recyclability; and similar eco-friendly attributes – are accompanied by the symbol: ∇. Cool Roof Rating Council (CRRC)¹ listed, LEED®² point contributors, UL Environment™³ validated, and/or Title 24⁴ compliant.

ROLL GOODS (2-Ply, 3-Ply, and 4-ply system components)

Modified Bitumen Membranes

- ∇ OptiMax® – Polymer-modified asphalt-based roof membrane features an innovative, patented technology designed to significantly extend roof system longevity, and is used as the waterproofing and reinforcement layer of a modified bitumen roofing system.

¹ Cool Roof Rating Council (CRRC) is an independent and non-biased organization that has established a system for providing Building Code Bodies, Energy Service Providers, Architects & Specifiers, Property Owners, and Community Planners with accurate radiative property data on roof surfaces that may improve the energy efficiency of buildings while positively impacting our environment.

² LEED® Buildings and Leadership in Energy and Environmental Design® are trademarks of the U.S. Green Building Council. The Leadership in Energy and Environmental Design (LEED) Green Building Rating System is a voluntary, consensus-building national standard that was initiated by the U.S. Green Building Council (USGBC) for developing high-performance sustainable buildings.

³ UL Environment™ is a trademark of Underwriters Laboratories

⁴ Title 24 encompasses the Energy Efficiency Standards for Residential and Nonresidential Buildings for the State of California, as established by the California Energy Commission (CEC), California's primary energy policy and planning Agency.

- OptiMax FR Mineral– Polymer-modified, asphalt-based, fire-resistant roof membrane features an innovative patented technology designed to significantly extend roof system longevity, and is used as the waterproofing and reinforcement layer of a modified bitumen roofing system.
- ▽ StressPly® – Dual-fiberglass-reinforced SBS modified bitumen membrane provides long-term performance as the waterproofing and reinforcement layer of a modified bitumen roofing system.
- StressPly FR Mineral – Dual-fiberglass-reinforced, fire-resistant, mineral-surfaced SBS modified bitumen membrane provides long-term performance as the waterproofing and reinforcement layer of a modified bitumen roofing system.
- ▽ StressPly Plus – Fiberglass/polyester-reinforced SBS modified bitumen membrane, which incorporates recycled materials, provides long-term performance as the waterproofing and reinforcement layer of a modified bitumen roofing system.
- StressPly Plus FR Mineral – Fiberglass/polyester-reinforced SBS modified membrane, which incorporates recycled materials, provides long-term performance as the waterproofing and reinforcement layer of a modified bitumen roofing system.
- ▽ StressPly E – Eco-friendly, fiberglass/polyester-reinforced SBS and SIS modified bitumen membrane, which incorporates recycled and bio-based content, provides long-term performance as the waterproofing and reinforcement layer of a modified bitumen roofing system.
- ▽ StressPly E FR Mineral – Eco-friendly, fiberglass/polyester-reinforced, fire-resistant SBS and SIS modified bitumen membrane, which incorporates recycled and bio-based content, provides long-term performance as the waterproofing and reinforcement layer of a modified bitumen roofing system.
- ▽ StressPly EUV – Fiberglass/polyester-reinforced SBS and SIS modified bitumen membrane, which incorporates recycled content, provides long-term performance as the waterproofing and reinforcement layer of a modified bitumen roofing system.
- StressPly EUV FR Mineral – Fiberglass/polyester-reinforced SBS modified membrane, which incorporates recycled

content, provides long-term performance as the waterproofing and reinforcement layer of a modified bitumen roofing system, and a reflective white mineral surface.

- ▽ StressPly Max – High-strength, fiberglass/polyester-reinforced SBS modified membrane, which incorporates recycled content, provides long-term performance as the waterproofing and reinforcement layer of a modified bitumen roofing system.
- StressPly Max FR Mineral – High-strength, fiberglass/polyester-reinforced, reflective mineral-surfaced SBS modified membrane, which incorporates recycled content, provides long-term performance as the waterproofing and reinforcement layer of a modified bitumen roofing system, and a reflective white mineral surface.
- ▽ VersiPly® 40 – Dual-fiberglass-reinforced SBS modified bitumen membrane provides long-term performance as the waterproofing and reinforcement layer of a modified bitumen roofing system.
- ▽ VersiPly 80 – Dual-fiberglass-reinforced SBS modified bitumen membrane provides long-term performance as the waterproofing and reinforcement layer of a modified bitumen roofing system.
- VersiPly Mineral – Dual-fiberglass-reinforced, mineral-surfaced SBS modified bitumen membrane provides long-term performance as the waterproofing and reinforcement layer of a modified bitumen roofing system.
- StressPly IV – Fiberglass-reinforced SBS modified bitumen torch-applied membrane provides long-term performance as the waterproofing and reinforcement layer of a modified bitumen roofing system.
- StressPly IV Mineral – Fiberglass-reinforced, mineral-surfaced SBS modified bitumen torch-applied membrane provides long-term performance as the waterproofing and reinforcement layer of a modified bitumen roofing system.
- StressPly IV UV Mineral – Fiberglass-reinforced, mineral-surfaced SBS modified bitumen torch-applied membrane provides long-term performance as the waterproofing and reinforcement layer of a modified bitumen roofing system, and a reflective white mineral surface

- StressPly IV Plus – High-strength, fiberglass/polyester-reinforced SBS modified bitumen torch-applied membrane provides long-term performance as the waterproofing and reinforcement layer of a modified bitumen roofing system.
- StressPly IV Plus Mineral – High-strength, fiberglass/polyester-reinforced, mineral-surfaced SBS modified bitumen torch-applied membrane provides long-term performance as the waterproofing and reinforcement layer of a modified bitumen roofing system.
- StressPly IV Plus UV Mineral – High-strength, fiberglass/polyester-reinforced, mineral-surfaced SBS modified bitumen torch-applied membrane provides long-term performance as the waterproofing and reinforcement layer of a modified bitumen roofing system, and a reflective white surface.
- StressPly SA FR Mineral – Fiberglass/polyester-reinforced, self-adhering SBS modified bitumen membrane for use as the top ply in a multi-ply self-adhered roof system.
- Millennium® – Dual-reinforced, coal tar SBS modified bitumen membrane for use as the waterproofing and reinforcement layer of a modified built-up roofing system.
- Millennium Mineral – Coal tar, mineral-surfaced SBS modified bitumen membrane for use as the waterproofing and reinforcement layer of a modified built-up roofing system.
- Millennium FR Mineral – Fire-resistant, coal tar, mineral-surfaced SBS modified bitumen membrane for use as the waterproofing and reinforcement layer of a modified built-up roofing system.

Liquid Membranes

- ▽ LiquiTec™ - an extremely low odor, fluid-applied waterproofing solution designed to maintain, restore and upgrade the performance of aged, modified bitumen, metal and single-ply roof systems. This two-component, 100 percent solids, aliphatic polyurea product cures quickly to form a highly durable, impact- and UV- resistant roof membrane that increases the life span of the existing roof.
- ▽ Cool-Sil™ - A silicone membrane that extends the life of aging single-ply, modified bitumen, and metal roofs, by enhancing watertight performance and eliminating the need for a full replacement.

Felts and Base Sheets

- HPR® Glasfelt/Premium Glasfelt – Asphalt-saturated fiberglass felt (ASTM D 2178 Type IV and VI)
- HPR Glasbase/Premium Glasbase – Heavy-duty double-coated fiberglass base sheet (ASTM 4601 Type II)
- HPR SA FR Base Sheet - Self-adhering, fiberglass-reinforced SBS modified base sheet for use as the initial underlayment in a modified bitumen roofing system.
- HPR Torch Base – Torch-applied base sheet for use as the underlayment for any of Garland’s torch-applied roof systems.
- ▽ HPR Tri-Base Premium – Triple-reinforced SBS modified base sheet is designed for use as the initial underlayment for Garland’s high-performance roofing systems or as a base flashing ply for hot- and cold-applied roof systems.
- Millennium Base – Dual-fiberglass-reinforced SBS modified base sheet for use as a ply sheet in a Millennium system, a base sheet for a flashing system, or as a mechanically attached base sheet to nailable decks.
- FlexBase® (80) – Fiberglass-reinforced SBS modified bitumen base sheet for use as the initial ply of a modified bitumen roofing system.
- FlexBase Plus (80) – Dual-reinforced SBS modified bitumen membrane for use as the initial ply of a modified bitumen roofing system.
- FlexBase E (80) – Dual-reinforced SBS modified bitumen membrane for use as the initial ply of a modified bitumen roofing system.
- ▽ StressBase® Sheets (80 & 120) – Fiberglass-reinforced SBS modified bitumen base sheet for use as the initial ply of a modified bitumen roofing system.

Polymeric Cap Sheet & Flashing

- ▽ KEE-Stone® FB 60 – Highly reflective white, reinforced DuPont® Elvaloy®⁵ Ketone Ethylene Ester (KEE) based

⁵ DuPont® and Elvaloy® are registered trademarks of E.I. du Pont de Nemours and Company.

membrane with polyester-based fleece back for increased adhesion over various substrates.

- ▽ KEE-Stone FB 60 Flashing – Two-ply, fully-adhered thermoplastic and asphalt-modified flashing system. KEE-Stone FB 60 Flashing is a 60-mil thermoplastic KEE (Ketone Ethylene Ester) membrane designed for use as the cap sheet in a two-ply flashing system with a Garland-approved base sheet.

Underlayments

- HPR Aqua-Shield – Fiberglass-reinforced, self-adhering modified base sheet for use as the initial underlayment in a variety of steep-slope roofing applications, including shingle, tile and slate roofs.
- HydroShell® SA 60 – Self-adhering air, vapor and water barrier membrane engineered for vertical air, vapor and water barrier applications where the membrane is protected from long-term UV exposure.
- R-Mer® Seal – Self-adhering, high-temp metal roofing underlayment and vapor barrier that forms a flexible, watertight seal under metal roof systems even in high-temperature roof conditions.

Reinforcing Fabrics

- GarMesh® – SBR-coated non-woven fiberglass reinforcement fabric for use in making common roof repairs.
- Grip Polyester – Polyester reinforcement for use with cold applications over metal and smooth single ply, BUR, and modified bitumen roofs
- HPR Polyscrim – Polyester reinforcement for use with hot applications over BUR or modified bitumen roofs.
- Ulti-Mat® – Non-woven fiberglass reinforcement for use with White-Knight®/White-Stallion® coating systems.
- UniBond ST™ – Fatigue-resistant, self-priming tape seals and reinforces seams and penetrations on metal and single-ply roof systems; designed for use on a variety of properly prepared surfaces, including EPDM, TPO, Hypalon, aged PVC, CPE, metal roofs, brick, concrete, and masonry.

COATINGS & MASTICS

Flood and Gravel Coatings

- Black-Knight®/Black-Stallion® Cold – Coal-tar-based, cold process roofing adhesive for use as the interply adhesive in a cold-applied coal tar roofing system and can also be used as the flood coat for asphalt and coal-tar-based roof systems.
- WeatherScreen™ – Asphalt-based, fiber-reinforced, fire-rated, cold-applied asphalt flood coat restores existing asphalt roof systems or provides a premium flood coat for new roof systems.

Smooth & Mineral Coatings

- ∇ White-Knight/White-Stallion Plus – A single-component aliphatic urethane liquid waterproofing membrane for use on single plies, metal, and smooth/mineral modified membranes.
- ∇ White-Knight/White-Stallion Plus WC – A low-VOC, single-component aliphatic urethane liquid waterproofing membrane for use on single plies, metal, and smooth/mineral modified membranes.
- ∇ White-Star – White polyurea flood coat adhesive maintains, restores, and upgrades the performance of new and existing smooth and mineral roof systems.
- Energizer® K Plus FR – Multi-purpose, fire-resistant, DuPont KEVLAR®⁶-reinforced liquid waterproofing membrane restores and upgrades the surfacing component of a smooth-surfaced SBS, APP, and built-up roofing system.
- Energizer LO – Multi-purpose, asphaltic polyurethane-based, low-odor liquid waterproofing membrane restores smooth- and mineral-surfaced SBS, APP, and built-up roof systems.
- Energizer BK – Polymer-modified, asphalt/coal tar-blend, cold-applied coating restores and upgrades existing smooth and mineral roof systems.
- Garla-Shield® – Water-based, low-odor, asphaltic emulsion restoration coating utilizing fibers for added strength; designed to restore asphaltic smooth- or mineral-surfaced modified bitumen roofs.

- Revitalizer™ – Cold-process, low-odor, asphaltic, liquid waterproofing membrane can provide an additional 10 years of protection to asphaltic smooth or mineral modified bitumen and smooth built-up roofs; strongly adheres to older roof surfaces and will not blister like other rubberized coatings.

Cold-Applied Adhesives

- Weatherking® / Weatherking Plus WC – Cold-process asphalt-modified interply adhesive for use with asphalt base sheets and modified ply sheets to form a cold-process roof system.
- ∇ Green-Lock® Membrane Adhesive – Polyether-based, cold-applied, zero-VOC membrane adhesive for use in the construction of cold process 2-Ply roofing systems (not compatible with Glasbase, Tri-Base, and Type II base sheets).
- ∇ Insul-Lock® HR – Low-odor, foamable roof insulation adhesive designed to bond approved roof insulations to a building’s roof deck, base sheets, and/or a variety of roofing systems.
- KEE-Lock™ Foam – High-performance, solvent-free foam adhesive engineered to fully adhere to Garland’s KEE-Stone roof system.

Hot-Applied Adhesives

- Black-Knight/Black-Stallion LV – Hot-applied, polymer-modified coal tar adhesive used as the interply or flood coat in built-up, modified coal tar, and Millennium roof systems.
- Garlastic® KM Plus – Hot-applied, rubberized asphalt adhesive functions as the interply adhesive in a wide variety of multi-ply built-up roofing systems.
- HPR All-Temp Asphalt – High-grade waterproofing bitumen for use as the bonding and waterproofing bitumen for Garland’s HPR® systems.

Roof Cements & Mastics

- Black-Knight/Black-Stallion – Quick-drying, polymer-modified coal tar mastic for use to repair coal tar roofing systems as well as to install flashings in a Millennium system.

⁶ DuPont® and KEVLAR® are trademarks or registered trademarks of E.I. du Pont de Nemours and Company.

- CPR™ Seam Sealer BG & TG – Synthetic-liquid-rubber, solvent-based restoration coating bridges gaps in metal roofs, walls and problem areas such as gutters, expansion joints, etc.; available in brush grade (BG) and trowel grade (TG).
- Garla-Flex® – Elastomeric asphaltic mastic is formulated from a special weather- and ozone-resistant thermoplastic rubber for use in sealing roof joints and other construction details that are subject to considerable movement (also available in cartridges).
- ∇ Green-Lock Flashing Adhesive – Cold-applied zero-VOC flashing adhesive bonds the flashing system together, and holds it securely to the wall, the flashing, and the underlying roof system.
- Flashing Bond®/Flashing Bond WG – Cold-applied asphalt-based mastic for use in patching and leak repair on asphalt roofing systems. The WG (Winter Grade) version is for cold weather applications.
- KEE-Lock Mastic – White, cold-applied, solvent-free, fast-curing, trowel-grade flashing mastic designed to seal the base edge of KEE-Stone FB 60 Flashing where it ties into the field of an SBS-modified membrane roof system.
- Silver-Flash® – Cold-applied, asphalt-based, one-step aluminum mastic for use on the vertical and horizontal surfaces of asphalt roof systems.
- Tuff-Flash™ – Multi-purpose, asphaltic polyurethane-based, low-odor, zero-VOC liquid flashing membrane, which, when combined with Grip Polyester Firm creates a watertight liquid flashing membrane.
- Tuff-Flash Plus LO – Multi-purpose, two-part, asphaltic polyurethane-based, low-odor, liquid flashing membrane designed to create a watertight flashing on tough roofing details that are difficult to seal with a typical modified membrane.
- Weatherking Flashing Adhesive – Cold-process modified flashing adhesive for use in conjunction with cold-applied Weatherking systems to adhere flashings.
- Wet-Cote™ – Emergency liquid waterproofing repair material repairs roof leaks during wet weather and is ideal in situations where the leak source cannot be readily identified.

Primers, Paints & Reflective Coatings

- ▽ Pyramic® – White, non-toxic acrylic coating preserves asphaltic or modified bitumen surfaces and significantly reduces temperatures under the rooftop to create a more comfortable, energy-efficient environment.
- Pyramic Base Coat – Gray-tinted acrylic coating used as a base coat underneath Pyramic topcoat; improves the application surface for reflective topcoats and allows the applicator to see where the base and finish coats have been applied, providing a fail-safe method for ensuring proper coverage.
- Pyramic Plus LO – Bright white, water-based, acrylic-urethane roof coating designed to preserve asphaltic modified bitumen surfaces from UV degradation and lower temperatures on the roof surface; contains uniquely formulated biocides that minimize the growth of microorganisms including bacteria, fungi, and algae on the surface of the coating.
- Pyramic Plus LO Base Coat – Gray-tinted, water-based, acrylic-urethane roof coating designed to be used as a base coat underneath Pyramic topcoat; improves the application surface for reflective topcoats and allows the applicator to see where the base and finish coats have been applied, providing a fail-safe method for ensuring proper coverage.
- ▽ Solex® – Premium Kynar Aquatec®⁷-based white roof coating preserves asphaltic roof surfaces and reduces temperatures under the rooftop to create a more comfortable, energy-efficient environment.
- Silver-Shield® – Asphalt-based fibered aluminum coating combines the waterproofing capabilities of an asphalt roof coating with the reflectivity of aluminum paint.
- ▽ Garla-Brite® – Asphalt-based aluminum roof paint preserves and beautifies existing and new roof systems while providing a reflective coating.
- Garla-Prime™ – Quick-drying asphalt-based roof primer saturates existing felts to form a tough elastic bonding surface for asphaltic coatings; for use in priming metal, masonry surfaces, and bare concrete roof decks.

⁷ Kynar Aquatec® is a water-based, fluoropolymer-acrylic resin that is the foundation for Garland's Solex™ highly reflective roof coating for metal, modified bitumen, and single ply restoration. Kynar Aquatec® is a registered trademark of Arkema Inc.

- Garla-Prime VOC – Asphaltic, low-VOC alternative to Garla-Prime acts as a bonding agent for surfaces that can be difficult to adhere to; for use in priming metal, masonry surfaces and bare concrete roof decks.
- ∇⁸ CPR Coating System – Cold-process synthetic rubber coating system for metal roofs. System includes a base coat, brush- or trowel-grade sealer, and a white topcoat.
- Rust-Go Primer – Quick-drying rust-inhibitive primer for use as the base primer for Rust-Go Topcoats.
- ∇ Rust-Go VOC Topcoat – Environmentally friendly, industrial maintenance coating is designed to protect metal surfaces by keeping them from rusting and breaking down.
- White-Knight/White-Stallion Metal Primer – Single-component aromatic urethane moisture curing primer for use on properly prepared metal surfaces.
- Insul-Lock[®] HR Universal Primer – Water-based, VOC-compliant primer for use with Insul-Lock HR over smooth, mineral and gravel surfaced built up roofs; ensures a long-lasting flexible bond between the existing roof surface and new insulation.
- Black-Knight Primer – Coal-tar based primer provides maximum surface adhesion to Garland’s Black-Knight coal tar products; can also be used to increase adhesion to metal, concrete and masonry.
- Eco-Seal Primer – Hybrid-acrylic joint-sealant primer specifically formulated to enhance the performance of Garland’s Tuff-Stuff MS and Green-Lock Sealant XL as well as powdery masonry substrates such as brick, block, stucco and EIFS; quick-drying, environmentally friendly and easily applied with a roller, brush or pump sprayer.
- Garla-Block[™] Primer – Low-VOC, odor-free, bleed-blocking, water-based acrylic primer enhances adhesion while preventing stains and discoloration of reflective coatings caused by asphalt and coal tar roof systems.
- SA Primer[™] – Emulsion-based primer used to improve the adhesion of Garland’s self-adhering modified membrane; ideal for use on modified bitumen surfaces as well as cinder

⁸ Alternative colors are available; Garland Greenhouse is not applicable when used with the basecoat as a topcoat or with alternative topcoats.

block, concrete, OSB, plywood, DensGlass Gold^{®9}, Securock^{®10}, DensDeck^{®11} Prime and prepped metal surfaces.

- Revitalizer Metal – Asphalt-based roof coating modified with polymers and corrosion inhibitors designed to form a waterproofing and rustproofing system for through-fastened metal roofs; cures to a smooth, rubbery finish that resists cracking and sagging.

Masonry Coatings and Sealants

- ∇ B-Clean™ – Non-toxic, heavy-duty formula designed to clean, brighten and restore concrete, brick, stone, aggregate and block surfaces; formulated to remove deposits such as efflorescence, stains, mineral deposits, discoloration and other contaminants that impact the surface of a substrate.
- Fill-Lock SL – Self-leveling polyurethane-hybrid concrete repair material for cracks and spalls on concrete floors, parking structures and bridges.
- Fill-Lock TG – Trowel-grade bonding and repair adhesive formulated with high-performance epoxy; this fast-curing, multi-purpose material can be used as an adhesive and a patch material.
- Gar-Rock[®] – Fast-setting, concrete patching material for filling the bottom of pitch pans to receive the pourable filler; can be used in below freezing temperatures and sets in 15 minutes.
- Glass Cant – Glass cant strip provides a gradual transition for the base flashing and roof membrane from horizontal to vertical surfaces; minimizes potential fire hazards and will not shrink, warp or buckle.
- Seal-A-Pore™ – Silicone dampproofing solution eliminates moisture penetration from exterior, above-grade masonry surfaces.
- Seal-A-Pore WB – Water-based dampproofing solution eliminates moisture penetration from exterior above-grade masonry surfaces.

⁹ DensGlass Gold[®] is a registered trademark of Georgia-Pacific Gypsum, LLC.

¹⁰ Securock[®] is a registered trademark of USG Corporation.

¹¹ DensDeck[®] is a registered trademark of Georgia-Pacific Gypsum, LLC.

- Tuff-Coat™/Tuff-Coat Aggregate – Heavy-bodied, ready-to-use emulsified acrylic architectural wall coating dampproofs and beautifies all types of exterior and interior masonry surfaces such as concrete, stucco, brick, and exterior insulation and finishing systems (EIFS).
- All-Sil™ – High-performance, single-component silicone sealant provides strong adhesion to common building materials including PVC, concrete, coated metals and glass.
- ∇ Green-Lock Structural Adhesive (cartridge) – Zero-VOC polyether adhesive for difficult bonding and sealing applications throughout the building envelope.
- ∇ Green-Lock Sealant XL (20 oz. sausage) – Single-component high-performance 100 percent solids, interior or exterior polyether joint sealant for difficult sealing applications. Bonds tenaciously to asphalt-modified bitumen sheets, concrete, metal (including DuPont Kynar-coated metal), glass, PVC, and EPDM membranes.
- Tuff-Stuff® MS (cartridge) – Moisture-curing, single-component, non-sag adhesive sealant contains no solvents and when cured offers the performance of a two-part sealant with the ease of one-part installation.
- Seal-Tite™ – Pourable, self-leveling, two-component, 100% solids urethane sealant provides a durable, waterproof seal around pitch pans.
- ∇ Sunburst™ – Highly reflective minerals designed to reduce rooftop temperatures and enhance energy efficiency.

METALS

Roofs

- ∇ R-Mer® Shield structural standing seam roof system – A symmetric profile containing mesas throughout the panel to minimize "oil canning." The 2-1/16" high vertical seam makes R-Mer Shield both aesthetically pleasing as well as the ideal roof system to withstand the most severe weather conditions. The extruded-aluminum, one-piece clip allows for unlimited expansion and contraction; the extruded-aluminum top rail provides unrivaled wind uplift performance. R-Mer Shield can be used on slopes down to 1/4" per foot for both retrofit and/or new construction. R-Mer Shield is manufactured in 12-3/4", 16-3/4", 18-3/4" or 24-3/4" widths. It is available in 24-, 22- and 20-gauge steel, 0.032", 0.040" and 0.050" aluminum, 16 oz. and 20 oz.

copper, 24-, 22- and 20-gauge stainless steel and 0.7mm, 0.8mm and 1.0mm zinc. R-Mer Shield is also available in 16 standard colors as well as a variety of designer and premium colors.

- ▽ R-Mer Span structural standing seam roof system – A unique profile containing mesas throughout the panel to minimize "oil canning". The 2-3/8" high vertical seam makes R-Mer Span both aesthetically pleasing as well as the ideal roof system to withstand the most severe weather conditions. The heavy-duty, 16-gauge steel, one-piece clip allows for unlimited expansion and contraction. R-Mer Span can be used on slopes down to 1/4" per foot for both retrofit and/or new construction. R-Mer Span is manufactured in 12", 16" or 18" widths. It is available 24-, 22- and 20-gauge steel, 0.032", 0.040" and 0.050" aluminum, 16 oz. and 20 oz. copper, 24-, 22- and 20-gauge stainless steel and 0.7mm, 0.8mm and 1.0mm zinc. R-Mer Span is also available in 16 standard colors as well as a variety of designer and premium colors.
- ▽ R-Mer Loc architectural/structural standing seam roof system – The 1-3/4" high vertical seam combined with the strength of R-Mer Loc's 18-gauge one-piece clip, make this an ideal choice whenever considering, re-roof applications, mansards and/or new construction. R-Mer Loc can be used on slopes as low as 1-1/2" per foot when installed over a solid substrate, and 3" per foot when installed over open purlins. R-Mer Loc is manufactured in 12", 16" or 18" widths. It is available in 24- or 22-gauge steel, 0.032" or 0.040" aluminum. R-Mer Loc is also available in 16 standard colors as well as a variety of designer and premium colors.
- ▽ R-Mer Lite II insulated steel roof system – Accommodate slopes down to 1/2" per foot and is adaptable to a wide range of building configurations. Using a white, siliconized, modified-polyester paint system and 30-gauge Galvalume® steel panels, R-Mer Lite II is both lightweight, weighing in around one pound per square foot, and resistant to severe weather conditions. Panels are fastened to tough 22-gauge Galvalume steel hat channels, restraining all thermal movement in the seam with the stabilizing compression bar to avoid thermal bridging. Large panel sizes help keep thermal movement away from the seams, and make installation fast and easy. R-Mer Lite II is ideal for both retrofit and new construction projects.

Walls

- ▽ R-Mer Wall-Pan system – Engineered for strength and longevity and designed for the beauty of smooth consistency, this system is custom-formed by talented metal craftsmen to suit the unique design and performance requirements of each and every project. R-Mer Wall Pan is manufactured in a standard 12" width and 1.5" depth. It is available in 24- or 22-gauge steel, 0.032" or 0.040" aluminum. R-Mer Wall Pan is also available in 16 standard colors as well as a variety of designer and premium colors.
- ▽ R-Mer Lite panelized wall covering system – A high-gloss, white, factory-painted, Galvalume steel wall covering system with a tridimensional movement-absorbing design and a unique interlocking panel seaming mechanism. This wall covering system is engineered to be securely anchored to a Galvalume steel hat channel after prior engagement of the S-locked hemmed side.
- ▽ R-Mer Soffit panels – For use in reducing negative uplift pressures experienced by roofs due to open overhangs, these panels are available in both solid and vented profiles up to 12' in length. R-Mer Soffit can fill the most demanding needs. Our .032 aluminum soffit is available in 16 standard Garland colors. R-Mer Soffit is also available in Regal White, .025 Aluminum.

Accessories

- ▽ R-Mer Force – ANSI/SPRI ES-1-compliant flashless edge metal system engineered to save time and materials by solidly anchoring to exterior walls, eliminating the need for flashing plies. Fascia cover pieces easily snap onto installed extruded aluminum base anchors. Compression seals provide perfect tensioning for a flawless look that protects the roof and accentuates the building's facade. R-Mer Force fascia covers are available in 24- or 22-gauge steel and 0.040" or 0.050" aluminum. R-Mer Force fascia covers are also available in 16 standard colors, as well as an array of designer and premium color options, including the Vintage Stone Collection and the R-Mer Last 3-Coat Paint System.
- ▽ R-Mer Edge Snap-On Fascia – This ANSI SPRI ES-1-compliant premium metal fascia product protects the vulnerable conditions around the perimeter of low-slope roofing. Along with superior protection performance, this product offers an architecturally pleasing fascia system that will enhance the appearance of any building. R-Mer Edge Snap-On Fascia is available in 24 or 22-gauge steel and 0.040" or 0.050" sheet aluminum. R-Mer Edge Snap-On

Fascia is also available in 16 standard colors as well as mill finish and clear anodized.

- ▽ R-Mer Edge Coping – This ANSI SPRI ES-1-compliant premium metal coping protects the vulnerable conditions around a roof perimeter. R-Mer Edge Coping features a snap-on cap with no exposed fasteners. It is available in 24 or 22-gauge steel and 0.040", 0.050" and 0.063" aluminum. R-Mer Edge Coping is also available in 16 standard colors as well as mill finish and clear anodized.
- ▽ R-Mer SS Sheet Stock – A high-gloss, factory-painted, steel component for use in fabricating multiple accessories. The Sheet Stock is G-90 galvanized steel, aluminum, copper, zinc, mill-finished aluminum, non-painted bare Galvalume-coated steel with a clear acrylic finish or stainless steel. The base metal may be coated on both sides with an epoxy primer and on the weathering surface with either a fluorocarbon or siliconized modified polyester. R-Mer SS Sheet Stock is also available in 16 standard colors, as well as a variety of designer and premium colors and the R-Mer Last 3-Coat Paint System.
- ▽ Garland Vented Hat Channel – Specifically designed to provide secure attachment of an exterior cladding system, while providing the critical ventilation/drainage cavity required by a high-performance rainscreen or cold-roof design. This 18-gauge G-90 galvanized steel or T304 stainless steel framing component provides a strong structural support for rainscreen systems; when installed over continuous insulation, it results in minimal thermal bridging.
- ▽ R-Mer Ply roof termination/flashing system – Features a significant technological advancement for the watertight integration of field roof membranes and the various flashings joined at the perimeter of most types of roofing systems. Whether the specific architectural detail requires use of base flashing/counterflashing, metal edge, expansion joint design, or custom roof termination devices, the R-Mer Ply system offers a completely unitized, factory-assembled solution in a standardized design.
- Snow Guard – Heavy-duty aluminum accessory protects against the dangerous movement of frozen precipitation on a sloped roof; manufactured from aircraft-grade aluminum to provide maximum protection and can be painted to match the roof.
- S-5!™ Snow Retention System – Snow retention system uses clamps to grip the metal seam, eliminating penetrations and lessening the possibility of leakage. S-5! snow retention

system is compatible with Garland's R-Mer Span and R-Mer Loc metal panel systems and meets the severe requirements of the harshest snow loading.

EXTERIOR WATERPROOFING

- Dura-Walk® Systems (Plaza Deck Waterproofing) – A family of single-component, polyurethane, liquid-applied waterproofing membranes designed to protect vehicular, between-layer, and pedestrian plaza deck systems from the elements while improving their aesthetic value. All Dura-Walk systems create a monolithic, waterproof membrane that can be customized to meet specific application requirements.

VEGETATIVE SYSTEM COMPONENTS

- ∇ GreenShield® Filterdrain 110 - High-density, polyethylene filter mat allows excess water from a vegetative roof system to filter through and shed off the roof. The fabric reduces the risk of clogging and conforms to irregular surfaces with complete and effective coverage.
- ∇ GreenShield Oasis 351 & 354 - Soilless plant growth substrates that can be used in both intensive and extensive vegetative roof systems, and contain enough organic content to get the plants through their first growing season. The plants can then nurture themselves by dropping organic materials into the substrate as they go through their seasonal cycles.
- ∇ GreenShield Root Reinforcement 210 - Nylon root stabilizer mat provides a unified substrate to which roots can attach. Its geometric structure provides oxygen and ventilation to the roots, promoting healthy plant growth.

Service Solutions

The wide array of exterior building services, specified in the pricing document (**see Attachment B, Cost Proposal**) include:

- Nuclear scans for rooftop evaluations
- Infrared scans for rooftop and wall evaluations
- Roof Asset Management Program (RAMP®) Database to document multi-facility roofing assets
- Building envelope evaluation services to identify energy-cost-reducing opportunities for roofs and walls

- Shop drawings pertinent to roof installation, reviewed, signed, and sealed by a Professional Engineer or an Architect licensed in the relevant state
- Professional architectural design services
- Engineering structural analysis for rooftop evaluations and properly designed modifications
- Customized project-based specifications
- Certified pre-design analysis by a Professional Engineer, including wind uplift and drainage calculations
- Roof and wall assembly design assistance, including water, air, and vapor barriers, rainscreens, and product-specific detailing
- Brick/stone/block tuck pointing, removing-and-resetting, and replacement
- Caulking and waterproofing
- Coping restoration/replacement
- Dampproofing
- Masonry wall/facade restoration
- Metal trim reinstallation/replacement
- Parapet wall restoration/replacement
- Building condition assessment and forensic analysis
- Exterior building coating, repair, and/or cleaning
- CAD-assisted details with BIM software
- Value studies including life-cycle cost analysis comparing multiple roofing systems with differing life expectancies and anticipated maintenance requirements
- Structural retrofit roof and wall system design
- 3-D renderings
- Preventive maintenance programs, including 24-hour leak response
- Sustainability upgrades, including vegetative and solar qualified, CRRC listed, LEED point contributing, UL Environment validated, and/or Title 24 compliant building enhancements

Value-Added Service Solutions

Resolving exterior waterproofing problems frequently requires the integration of multiple construction disciplines and a comprehensive range of services that may or may not be within the skill set of a typical roofing contractor. As a single point of contact to public sector agencies, Garland/DBS, Inc. can offer CCOG and all Program Participants our entire menu of services for the total building envelope, as summarized below:

- Certified pre-design analysis by a Professional Engineer
- Professional construction management services
- Hygrothermal analysis
- Rooftop mechanical and electrical engineering

- Emergency and disaster reconstruction and repair
- Exterior building electrical modification/relocation/replacement
- Exterior building plumbing and drainage
- Exterior building envelope energy evaluations for energy efficiency studies
- HVAC modifications/replacement
- Lightning-protection, including installation/reinstallation certification/recertification
- Parking lot installation/repair, including solar-paneled canopies for energy-cost reduction and lot striping
- Site security/perimeter fencing
- Skylight modification and replacement
- Window/door replacement and window glazing
- Any other building envelope trades related to exterior waterproofing

We have highlighted below those service programs that we expect to be of special interest to CCOG and other Program Participants should we be awarded an Equalis/CCOG contract. It should be noted that the Trade Secret price list accompanying this proposal also features some unique packaging options for our RAMP and Dry Zone services, which will provide Program Participants some attractive alternatives for managing and servicing their exterior building envelope assets. Please see **Attachment B, Cost Proposal** for costs for these value-added solutions.

Construction Management Services

Should we be awarded the Equalis/CCOG contract, we will extend to Program Participants the opportunity to use Garland/DBS as a Construction Manager. This delivery option is a value-added service that can be included with a material-only roofing or waterproofing system purchase. Construction management services are normally negotiated to be a flat percentage of the estimated cost of work and are used to alleviate the day-to-day project demands placed upon Program Participants' resources.

When contracted to perform construction management services, DBS provides administration, project management, and quality control services throughout the project for a fixed fee – rather than acting as a general contractor taking complete responsibility for the project. Although the financial responsibility and performance risks are ultimately the responsibility of the trade contractors, Garland/DBS, Inc. acts as a third-party owner's representative providing continual oversight and management of the project to assist in the identification and resolution of issues before they become problems.

Using Garland/DBS, Inc. in a construction management capacity ensures that Program Participants' projects will be installed to specification, following each manufacturer's installation guidelines. In addition, our professional on-site presence provides Program Participants with a direct set of eyes and ears on the project, which assists in the evaluation of differing conditions and minimizes the opportunities for costly change orders. During the progress of work, Garland/DBS, Inc. will track budget to the project's actual costs and will track schedules against actual production timelines. Any negative deviations will be addressed with the Program Participant and with the individual contractor to make certain the project is completed on time and within budget.

RAMP[®]

The Garland RAMP is an integrated suite of professional management services designed to extend the working life of your building exteriors, while increasing the value of your properties. RAMP is an Internet-based advanced database tool that can be used to track the history of a customer's roofs, walls, below-grade waterproofing, and pavement. This dynamic tool eliminates owner concerns over lost warranties, inconsistent documentation from one facility to the next, neglected maintenance, the lack of timely communications during work-in-progress, and unanticipated downtime related to emergency repairs.

RAMP can help Program Participants take control of their facility management budgets by providing the information they need to make timely, cost-effective decisions. Typically, the local Garland representative enters the building envelope data as new projects occur, accumulating, over time, comprehensive documentation of the work history of an agency's facilities.

RAMP-based support services include:

- Maintenance recommendations supported by construction details, photographic documentation, architectural drawings, visual observation notes, core sample documentation, and lab analysis reports
- Roof and other exterior building component replacement options with a comparative analysis of modified bitumen, metal, and sustainable-design high-performance roofing solutions, based on application-specific concerns and requirements
- Work history documentation of every repair, restoration, and replacement, helping Agencies analyze maintenance costs to justify staying the course or moving to capital expenditures

- Cost estimates and annual budget summaries prioritizing your building envelope requirements for the predictable scheduling of preventive maintenance
- Warranty tracking to help Program Participants hold suppliers accountable, eliminating problems resulting from neglected maintenance or misplaced documentation
- Lifecycle and energy-saving cost analyses, using industry-recognized models, to help Program Participants determine the cost/value performance of alternative building solutions
- Timely updates and job inspection reports, including online photographic documentation so Program Participants can share data with others in their organizations over the Internet
- Charts and graphs for quick data analysis and visualization
- Summary style reports that can be exported to Excel format for further manipulation and data filtering
- GIS/GPS features leveraging satellite imagery to provide interactive navigation, asset analysis, condition map, and budget map features
- Report generation tools providing users the ability to quickly build full comprehensive reports in PDF output
- Mobile-ready web application viewable on the latest phones and tablet devices

With RAMP, a local Garland representative helps Program Participants and their facility management representatives to document and track all emergency and preventive maintenance consistently, across a variety of regions and facilities, regardless of whether they are using in-house maintenance teams, locally based contractors, or a Garland/DBS, Inc. project manager to implement them.

Lease-Financing Program

See **Section 3.3.2.**

The Dry Zone® - Total Roofing Program Management

Garland/DBS, Inc. is able to offer customers one of the most comprehensive, customizable, web-based Preventive Maintenance (PM) management systems in the industry. With the help of this tool, Program Participants can schedule, document, and track preventive maintenance and emergency repairs consistently, across a variety of regions and facilities, using an online system that puts preventive maintenance documentation at their fingertips. Especially designed for customized applications of multi-facility building envelope management, the Dry Zone database is typically populated by the Project Manager assigned to service the Program Participant.

The Dry Zone program guarantees long-term leak-free performance by:

- Customizing a PM program to match specific agency needs
- Developing an online building exterior asset management database for managing them
- Directing the implementation of a customized PM program

Locally based, authorized Garland contractors, with proven experience installing Garland systems, are able to provide the support services needed to implement recommended PM. Rather than paying a flat fee that escalates year by year, the only associated fee is a non-progressive one that is tied to the square footage of the areas being documented. All actual repairs and maintenance work are handled on a per-contract, as-needed basis.

Dry Zone uses a three-phased approach that begins with a thorough assessment of current building conditions. In Phase II, a more in-depth analysis and inspection is performed on questionable areas to obtain a better picture of a building envelope's components' abilities to perform now and into the future. Phase III is an ongoing proactive maintenance-and-capital expenditure plan that maximizes the value derived from a Program Participant's longer-term building envelope investment.

Phase I - Initial Roof Diagnostic and Database Setup

The key component to creating a successful Dry Zone program is the development of an all-encompassing database. All available information regarding the current building's condition and composition, and the immediate concerns for specific areas are compiled in Phase I. The resulting database is the foundation for the overall performance and effectiveness of the Dry Zone Program. This program will facilitate each Program Participant's ability to undertake the due diligence needed to ensure proper financial decision making, minimizing the long-term capital costs related to roofing assets. Any repairs, restorations, or replacements of building components are based upon accurate assessments and implemented by Garland authorized contractors using materials appropriate for the situation.

The performance objectives for each building envelope component will be discussed with the Program Participant's representatives to make certain the proposed solutions meet the goals, budgets, and expectations of each facility. The following services are provided in Phase I.

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| | <ul style="list-style-type: none"> • Identify a complete list of interior and exterior building envelope factors that may be affecting the performance of the specific building envelope components, such as roofs and walls. • Determine the amount of heat, ultraviolet light, humidity, foot traffic, and chemical exposure that the building is expected to endure • Identify any drainage issues: <ul style="list-style-type: none"> ○ Recommend procedures for improving drainage in areas where there is significant ponding (ponding water will accelerate the deterioration of any roof system and potentially challenge the structural integrity of the roof). ○ Establish procedures for improving drainage issues that will be incorporated into future roof replacement scope of work. • Evaluate previous repairs: <ul style="list-style-type: none"> ○ Determine the condition of previous repairs and the level of performance expected going forward. ○ Note the location of repairs on available drawings. • Obtain all available documents regarding current building envelope systems: <ul style="list-style-type: none"> ○ Classify each existing building exterior component by material manufacturer and type. ○ Verify whether or not the components are under warranty, and determine if the warranties are valid. <ul style="list-style-type: none"> ▪ If warranties are valid, recommendations will be provided for future courses of action in accordance with specific manufacturer requirements. If repairs are required, a licensed applicator of the warranted system will be contacted to perform repairs within the guidelines of its manufacturer. ▪ If warranties are not valid, procedures will be followed based upon the services selected in Phase III. • Provide detailed drawings of each area of the building's exterior components: <ul style="list-style-type: none"> ○ Detail drawings will be provided to scale. ○ Perimeter details will be identified. ○ Penetrations will be categorized by type and their locations will be marked. ○ Existing exterior components compositions will be detailed. ○ Anomalies will be identified. ○ Amount and direction of roof slope will be documented. ○ Condition of all building envelope areas will be confirmed, cross-referencing data with photographs. |
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- Evaluate the integrity of the structural decking and other individual building exterior components to identify areas of concern.
- Provide solution options with recommendations for the course of action that should be taken with each particular component, including each individual roof section.
- Prioritize various areas based on the condition of the current waterproofing system, interior sensitivity, structural condition, and customer need.
- Establish a budget to upgrade building exteriors based on long- and short-term goals.

In addition to the detailed roofing system data collected and the resulting conditional assessment provided by our local field representatives, Garland/DBS, Inc. also has the ability to collect system overview and conditional assessment data on the complete building envelope (e.g. windows, doors, exterior wall systems, soffits, mansards, penthouses, porte-cocheres, curtain wall systems, pedestrian systems, etc.). Paving systems, parking lots, and parking decks can also be documented and added to the database.

Phase II - Moisture Scanning & In-Depth Composition Analysis

Phase II services are implemented to collect more information on building areas where the composition is unknown, and verification of moisture content is needed. Upon completion of Phase II services, the current condition of the Program Participant's building inventory will be complete. An action plan is then developed for each facility to assist the agency in justifying financial decisions to improve overall return on building envelope investment.

- Core cuts will be taken, as needed, on all non-warranted roofs to determine the composition and number of existing roofing systems. Core cuts provide accurate information on the number of plies, type and thickness of insulation and coatings, and the type and condition of structural decking that supports the existing roof system. Core samples can be analyzed for asbestos content, water infiltration, and roof system integrity. They provide the most tangible information for roof system diagnostics. When core cuts are performed, the following services are provided:
 - Core cut sample(s) for each roofing section, as needed
 - Determination of the condition of roofing system components
 - Reports on the current roof construction, classification, and material types

- Analyses of samples that have a possibility of containing asbestos
- Infrared scans for built-up and smooth-surfaced single-ply roofs provide a powerful tool in the process of identifying roof areas with moisture content. By evaluating the results, agencies can establish whether the water infiltration is localized or is widespread across an entire roof area. They also provide information on whether a roof system is sound. Recently completed installations can be evaluated with post infrared scans to assure an installation is dry at the completion of a project. By using this service, the Program Participants can validate whether or not water infiltration has begun degrading a roofing system. Infrared scans will be completed with the use of the latest thermographic imaging equipment. The following is a list of items, which are included in the scan:
 - Reports will contain findings, as well as the methods employed while completing the infrared scans.
 - Readings taken from a moisture meter will be used to verify infrared scan results.
 - Outlines of wet areas will be painted using highly visible yellow marking paint.
 - Scale drawings of each roof area will indicate the location of each wet area.
- Nuclear Surveys are used to identify the amount of moisture infiltration that has occurred in ballasted single-ply roofs or facilities with more than one roof system in place. Nuclear surveys have been developed to provide more accurate information, as described below:
 - Nuclear surveys will be completed with the use of a roof reader and moisture gauge.
 - Spacing for the nuclear survey grids will be 10 ft. by 10 ft.
 - Statistical analysis will be completed to determine wet areas.
 - Readings taken from the moisture meter will be used to verify nuclear survey results.
 - Reports containing findings, as well as observations found while completing the survey, will be provided.
 - Color drawings to scale will be provided for each roof area, identifying the location of each wet area.

Phase III - Inspections, Maintenance, Repairs, Restorations, Replacements & Leak Response

All work completed at Program Participant facilities will utilize products, methods, and services that are of the highest quality and performance levels in the industry. After restoration or replacement of various building exterior components, each new component will be placed under a manufacturer warranty that guarantees system performance. The longevity and conditions in

the warranty follow the level of performance the customer selects.

Garland material warranties are provided at no additional cost; for components such as doors, windows, or fencing, which are not manufactured by Garland, we will work with representatives of the Program Participant to ensure a warranty commensurate with anticipated service life.

The workmanship related to all services delivered by Garland/DBS, Inc. is warranted to be free from installation errors for a period of two years.

In Phase III, the value of Dry Zone is fully realized. With the entire Garland organization as its partner, CCOG and all Program Participants will receive a site-specific analysis and recommendations that will keep their building envelope investments in line with the performance and budgetary objectives they've established for their facilities.

- *If the Program Participant's goal is to keep a building functional for the short-term, we will identify repairs necessary to accomplish those goals. Garland/DBS, Inc. will provide the Program Participant with standard time and material rates for emergency leak response and hard quotes for less urgent repairs.*
- *If the performance objective is to provide a 30- or 40- year solution, we will deliver the best building systems as dictated by the agency's situation and budget to yield the desired results.*

Garland/DBS, Inc. can provide multiple building-solution options to satisfy any performance objectives that may fall between these scenarios. On-time, within budget is standard with routine maintenance and repair, just as it is on major restorations or replacements.

Although Garland/DBS, Inc. material and service offerings are finite and easily defined, the situations over which the services are utilized are infinite: building envelope components such as roofs and walls are never a "one size fits all" proposition. For that reason, Garland never pre-prices maintenance or general housekeeping services upfront prior to the work being performed. With this pay-as-you-go model, the Program Participants will never pay pre-established, standard maintenance rates that include products and/or services they may never need.

The most benefit and efficiency can be achieved by defining pricing methodologies customized for each building, after inspections have been performed. Garland/DBS, Inc. will provide the Program Participant with custom pricing on a yearly basis, with our commitment that we will only charge Program

Participants for services rendered. The selected service for a given situation can then be priced competitively, according to its location, site-specific conditions, and other considerations that may affect the cost of local labor.

Inspections

Subsequent annual inspections are conducted as needed to ensure that previously noted areas of concern are being addressed and a performance history is established. Where the Program Participant has chosen to participate in the Dry Zone program, any new information will be input into it, creating an evolving document that will track a facility's building envelope assets year after year.

The Dry Zone program is available for all building envelopes, whether or not the systems and components have been manufactured by Garland. As Garland/DBS, Inc. restores or replaces a Program Participant's systems using Garland materials, those materials are then warranted by Garland. There are no annual fees to participate in Dry Zone; the only costs charged are for actual work performed. With Garland/DBS, Inc. as its building envelope management partner, the only building exterior responsibility a Program Participant needs to contend with is preventive housekeeping.

Maintenance

As annual inspections are completed, a list of maintenance items will be developed. Garland/DBS, Inc. will provide pricing for all identified maintenance items. As with all Garland/DBS, Inc. projects, we will provide the Program Participant with the opportunity to solicit competitive site-specific labor (installed) pricing locally, should that be the agency's preference. In any case, the work will always be performed by an authorized Garland contractor.

Repairs

Along with the maintenance items discussed above, areas of concern will be identified for repair. In conjunction with the facility manager, repairs will be prioritized across each area of the building's exterior, i.e., roofs, walls, doors, windows, below-grade waterproofing, and pavement — based on critical need. Garland/DBS, Inc. will provide hard quotes upon request, so budgets can be established around the necessary actions that need to be carried out.

Restorations

When the integrity of a system such as a roof assembly is sound, but the surface is starting to breakdown, restoration may be the best solution for strengthening the long-term performance of the building component. Restorations revitalize the surfaces of roofs and walls by upgrading their weathering and UV resistance. The various materials utilized will be based upon the type of system and restoration in question. Restorations extend the service life of existing building components, pushing the need for a more costly replacement farther into the future. Restorations also limit building-occupant disruption because they do not create the noise or work-flow disruption concerns associated with more aggressive replacement. Once Garland/DBS, Inc. completes a restoration using Garland products, the roof or wall is placed under a Garland warranty at no cost. Garland manufactures a complete line of restoration systems for a variety of traditional built-up roofs, modified built-up roofs, single-ply membranes and metal roof systems, as well as a variety of sealants, coatings, and metal solutions for restoring building walls.

Replacement

Some components, such as roofs with irreparable system degradation, may require replacement. The Garland/DBS, Inc. project manager works with the Garland local representative, who is already familiar with the agency's buildings, to recommend the appropriate system replacement solution based upon the level of performance and the budget a facility manager has established. Garland/DBS, Inc. has the industry-specific expertise to support a wide variety of Garland building component replacement options to fit any Program Participant's need.

When roof replacement is required, we offer two delivery methods:

- In the traditional delivery method (materials only), your local Garland representative, as the material provider, recommends and monitors the quality of the roof installation on behalf of the agency. The Program Participant contracts directly with the contractor for labor and non-Garland material through the traditional public bid process. In addition, Garland/DBS, Inc. can provide construction management services when the Program Participant requires more support in monitoring the construction process.
- In the turnkey delivery method (installed), the Program Participant contracts directly with Garland/DBS, Inc. for total project delivery. Their local Garland/DBS representative will recommend and periodically monitor the quality of the roof installation on behalf of the agency. In addition, a project

manager oversees and manages the entire contract and construction process to ensure seamless delivery.

Online Emergency Reporting

- Online emergency reporting automatically triggers an email notification, allowing Program Participants to report roofing emergencies online, 24/7/365

Leak Response Program

The Garland/DBS, Inc. Leak Response Program pre-establishes time and material rates, a not-to-exceed limit for an individual repair, and a seamless system for issuing work orders and delivery of services. For normal priority work orders, service is guaranteed in 24 to 48 hours; in emergency situations, turnaround can be as short as 2 to 4 hours. This unique service is free to set-up, with no obligation to use – providing agency customers with the products and services they need, as they need them. Alerts can be sent by the customer electronically via email, or through our online database.

When a leak cannot be permanently stopped within the pre-established not-to-exceed limit, the contractor implements a temporary repair and confirms to the customer that the repair is a temporary one. The Dry Zone database manager coordinates with the local Garland field representative for a follow-up site visit and roof inspection. The local Garland field representative performs an inspection and gathers all of the assessment data. A RAMP report is created with documentation of the existing conditions, a listing of previously performed repairs, and recommended solution options for the future course of action, including budgets. Once provided the proper authorization, the local Garland field representative works with the Garland/DBS project manager to provide a proposal for the chosen solution option.

Emergency Disaster Relief

As an extension of our core competency in complex roofing projects, Garland/DBS, Inc. also offers emergency disaster relief services in cooperation with the Federal Emergency Management Agency (FEMA) and local initiatives such as the Florida Emergency Supplier Network.

Our fully self-contained Mobile Command Center is equipped with satellite and intelligent communications systems to provide timely disaster relief services including damage assessment and

emergency temporary dry-in; permanent roof repair and/or replacement; and long-term preventive maintenance.

In addition to complete roofing-related disaster relief services, we offer emergency:

- Exterior building repair
- Window opening repair
- HVAC and mechanical repair
- Site clean-up and debris removal

Garland/DBS, Inc. has developed a Storm Zone initiative that identifies a best-value process empowering and enabling customers to minimize expense and business interruption following a storm/natural disaster. This proactive management tool builds an inventory of knowledge and a detailed action plan. This plan includes the following menu of items: Storm Tracker, Facility Analysis, Storm Ready Contractor Approval, On-Site Project Coordination, and Project Management.

With Garland/DBS, Inc. as Equalis/CCOG's partner in performance, we will be your single point of contact for all concerns relating to:

- Materials
- Subcontractor Selection
- Specified Project Performance
- Guaranteed Pricing
- On-Time Delivery

Differentiating Benefit of the Garland 12-Step Blueprint

- Identification of customer needs and concerns
- Comprehensive free visual inspection and survey of building envelope systems
- Subsequent analytical testing, such as an infrared moisture scan, core analysis, on-site field testing or laboratory evaluation
- Detailed report outlining building conditions and concerns, including supporting documentation and photographs
- Comparative analysis of recommended solutions
- Assistance prioritizing recommended work to satisfy performance and budgetary requirements
- Assistance preparing construction documents, including comprehensive design of roof and wall assemblies, custom details and specifications
- Recommendation of pre-approved Garland authorized contractors
- Project management services to facilitate project budgeting, scheduling and logistics

- Assurance of compliance with all building code requirements
- Installation monitoring to ensure Garland roof and wall systems are installed as designed and specified to provide long-term performance
- Long-term comprehensive guarantee of leak-free performance

When delivering a turnkey project, our field representatives provide on-site assessment, quality control, and periodic safety oversight to protect the Program Participant's investment in Garland materials, and to protect Garland's long-term interests, as represented by our material warranties. Every individual employee-owner is committed to providing the highest quality products and services to our customers. Our goal is to meet or exceed customer requirements by consistently providing benefits and adding value. As our mission statement attests: "Whenever it can be done better, Garland will do it!"

Support Service Departments

Garland/DBS Engineering Services, Customer Service, and Marketing support for the proposed Equalis/CCOG contract are located at our corporate headquarters in Cleveland, OH. These departments work directly with our field representatives to manage scheduling and deliveries. As an added value, building envelope materials provided through other construction-sector Garland subsidiaries can also be accessed directly and seamlessly through Garland/DBS, Inc.

Logistics Management

Garland/DBS, Inc. offers an internal Logistics Department managed by a highly qualified and experienced logistics expert to focus on forecasting inventory needs, reducing redundancies within Garland's supply chain, reducing costs within the supply chain, and providing low-cost, reliable delivery services to customers.

Since the development of the Logistics Department, Garland has seen a reduction in the handling of products, improved its on-time delivery performance, and increased visibility of the material while in transit, thanks to a more agile and flexible approach to the procurement of freight services. Garland uses a strategic mix of logistics providers to gain access to equipment across the country anytime it may be needed. Garland's Logistics Department also uses cutting-edge transportation management tools and technologies to help select the best method of shipping and to stay up to date on the delivery process.

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| | <p>Use of the Garland freight program is not mandatory. However, we would recommend that Program Participants take advantage of the reduced costs and ready equipment availability of Garland-managed delivery services. Garland’s Logistics Department will work hand-in-hand with contractors to ensure all customer requirements are understood and every shipment arrives on schedule. Freight charges are passed along directly to our customers and billed at the time of invoice.</p> |
| <p>2.1.1. Project Management. Describe your organization’s approach to project management.</p> | <p>Garland/DBS, Inc. has found that by assigning an experienced employee-owner territory manager as the single, local contact point for any and all situations and concerns that might arise on a complex waterproofing project, we are able to resolve customer complaints, except in rare circumstances, before they escalate into major problems. As employee-owners, every Garland field representative is empowered to initiate corrective action in keeping with the protocols established in our Sales Policy Manual, including expediting deliveries, forgiving restocking fees and working through change-orders.</p> <p>We run a non-hierarchical organization; our largely flat structure is designed to empower individuals across the company to take ownership of the projects they are involved in, and creatively resolve small problems before they become big ones. The organizational flow for any job contracted by CCOG or any other Program Participant is short and direct:</p> <ul style="list-style-type: none"> • Every Program Participant will have 24/7 access to their locally based representative via cell phone and email. • Our reps have direct and immediate 24/7 access to this contract’s Executive Corporate Sponsor (Matt McDermott), who is the President of Garland, and to the Primary Point of Contact for this contract (Alexis Turner), via cell phone and email, should they need corporate help to provide rapid and appropriate response. • In those rare instances where Matt or Alexis needs executive authority to resolve an issue, both individuals have direct access to Brian Lambert, President of DBS, who remains accessible for emergency response 24/7 via cell phone and email. |
| <p>2.1.2. Additional Offering. Please include any additional products and services not included in the scope of the solicitation that you think will enhance and add value to this contract’s participating agencies.</p> | <p>Additional notable services and procedures are described below:</p> <p>Free Roof Inspections</p> <p>As a consultative supplier, Garland/DBS, Inc. will offer its Equalis/CCOG Program Participants a free roof inspection service and on-the-rooftop preventive maintenance program. Program Participants can be given on-line access to this service as a quick and easy way to initiate a visit from their local Garland representative. The Garland representative will then assess the existing roof conditions to determine the appropriate future actions necessary to maintain or improve existing roof system performance. We welcome additional opportunities and</p> |

recommendations for further enhancing our ability to reach and support Equalis/CCOG Program Participants.

Speakers Bureau Education Initiative

The Garland Company, Inc. and Design-Build Solutions, Inc. employ a diverse group of trained and experienced experts in virtually every aspect of roofing and waterproofing technology, including highly specialized areas such as green technologies. Our Speakers Bureau offers Program Participants a wide range of professional presentations to educate and keep facility managers current on roof-related issues. These presentations, like the accredited AIA presentations also listed below, can be hosted by the locally based Garland representative.

Common topics include:

- Green Roofing Products and their Application
 - o LEED® certification points contributing products
 - o Cool Roof Rating Council rated products
 - o California Code of Regulations Title 24 compliant products
- Preventive Maintenance Practices, Products, and Applications
- Roof Coatings and Restoration Systems
- Roof Roll Goods and Roofing System Composition
- Standing Seam Metal Roof System Applications and Types
- Flat Seam Metal Roof System Application
- Infrared Scans and Nuclear Surveys
- Total Roofing Asset Management
- Web-Based Database Management
- Roof System Specification and Design
- General Construction and Design-Build
- Life-Cycle Costing
- Construction Litigation, Contracts, Litigation, And Bonding

American Institute of Architects (AIA) Accredited Courses

The Garland Company, Inc. currently offers many American Institute of Architects accredited courses to provide Continuing Education Credits on roofing- and waterproofing- related topics. The accredited courses are generic in product and service info to comply with AIA guidelines. But each can be customized to educate facility managers about specific categories of Garland products or services, and their associated applications. Current course offerings include:

- Design Applications for Standing Seam Metal Roofs
- Getting the Most Out of Your Roof Asset
- An Innovative Approach to Commercial Roofing
- History of Roofing and Risk Management
- Sustainable Design/Green Roofing
- Roof Systems Overview
- Roof Systems Overview Online Version
- Solar Roofing 101

- Cool Roofing Made Simple
- Limit Liability with Quality Flashing Details
- Green Roof Systems
- Mold Litigation In The Construction Industry
- Concrete Flooring Protection Overview
- Commercial Liquid Waterproofing
- Fluid Applied Air Barrier Systems
- Extreme Building Solutions – Garland University
- Garland Plant Tour
- Low-Slope Metal Edge System
- Devils in the Details
- Design Principles for Rainscreen Wall Systems
- Engineering Principles of Roofing
- Choosing the Right Roof System
- Properly Designed Tapered Insulation Systems
- Plaza Decks
- Building Codes
- Building Envelope Solutions

Technical Articles

As new products are launched and new technologies developed and as clarifications of industry trends are required, Garland’s technical experts frequently contribute technical articles to industry-related trade publications and Garland’s own educational toolbox, such as our Technical Resource customer e-newsletter and our blog. New articles are continually being developed, and are made available to existing or potential customers online at our garlandco.com website, and through their local Garland representatives.

Garland University

If a Program Participant desires to gain more information about who Garland is, what Garland makes, and what services we provide, administrators and facility managers will be provided access to Garland University educational programs. These educational programs are available to our representatives year-round via our intranet, and can be made accessible on an individual basis to existing Program Participant customers upon the request of a Garland representative.

Subsidiaries of Garland Industries, Inc.

As a subsidiary of Garland Industries, Inc., Garland/DBS, Inc.’s access to, and competencies in, commercial construction-related products/services continues to expand through it’s parent’s acquisitions in surface, jobsite, and worker protection, as well as in exterior waterproofing and weather barrier materials. Garland subsidiary relationships will expand Program Participants’ access to new categories of best-in-class products, adding value for CCOG

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| | <p>and other Program Participants. Garland is in a unique class of manufacturers who are able to augment its rooftop waterproofing with as vast a selection of complementary materials for the total building envelope with the added assurance of a single point of contact.</p> <p>Specifically, our sister companies offering building envelope materials include:</p> <ul style="list-style-type: none"> • Through United Plastics Corporation (UPC), a full line of innovative sustainable plastics, including flexible, rigid and dual durometer profiles, PVC cellular foam profiles, and flexible sheet and roll goods, as well as soundproofing for walls, floors and ceilings • Through Urethane Polymers International, Inc. (UPI), one of the commercial building industry’s most durable, wear-resistant polyurethane waterproof coatings for pedestrian, vehicular and roof decks, as well as below-grade construction. • Through Innovative Metals Company, Inc. (IMETCO), premier metal products for the building envelope including an extensive line of architectural and structural wall systems and industry exclusives such as domestically manufactured architectural zinc • Through V2 Composites, Inc., some of our industry’s strongest and most versatile composite reinforcement solutions • From Viking Products Group, Inc., an ever-expanding selection of building envelope products for replacement, repair and restoration projects • Through Bitec, Inc., some of our industry’s most durable APP and SBS modified bitumen membranes, including colorful pattern-design cap sheets to enhance the aesthetics of building exteriors, enabling schools to top their facilities with colors matched to their sports teams • Through GMX, Inc., a variety of high-performance products engineered to provide superior protection against water intrusion and degradation • Through MFM Building Products Corp., exterior self-adhering waterproofing membranes that expedite installation while providing excellent waterproofing protection • Through Merchant & Evans Inc., a highly diversified line of top-quality metal roof systems, wall, fascia and soffit profiles, perimeter edge metals and component accessories |
| <p>2.1.3. Open Market Products. Provide a detailed description of your ability to accommodate requests for Open Market Products. Open Market Products is a category of products that cannot be found in your standard catalog offering or non-inventoried products.</p> | <p>Our ability to fulfill this requirement is unlimited. The process used for finding and pricing open market products can be found in Section 4.1.5.</p> <p>Many non-catalogued items may also be available through the many Garland subsidiaries operating in the commercial building sector (see Section 2.1.2, Additional Offering). Such items can be accessed through each Program Participant’s locally based territory manager.</p> |

2.1.4. Warranty. Provide a copy of the manufacturer’s warranty. If required, please attach the warranty as an attachment, as instructed in this document. Describe notable features and/or characteristics of the warranty that a public sector customer would find interesting or appealing. Pricing related to the any extended warranty options must be included in **Attachment B – Cost Proposal.**

Complete System Warranties for Products

The Garland Company, Inc. has one of the most extensive lines of roofing and waterproofing products in the high-performance roofing market. Since we manufacture the majority of the materials we sell, we can stand behind them with warranties that meet or exceed industry standards. With the level of oversight and emphasis on quality that we bring to each roof installation, we are confident the roof systems sold to CCOG and the other Program Participants will perform as intended.

Single-source warranties from a financially stable organization, with warranty expenses averaging about three percent of sales, provide added assurance that Garland/DBS, Inc. will stand behind every roof we install; all warranty expenses are 100 percent funded through our financial strength.

As a leader in developing high-performance roofing and waterproofing solutions, Garland offers products with performance characteristics that are either patented or proprietary and not available from other manufacturers. Two of these systems include a 40-year – No Dollar Limit Warranty, which is one of the most comprehensive and longest warranties available in the industry.

See **Appendix 6, 2.1.4, Warranties**, for a chart summarizing our product warranties, as well as samples of individual warranties, including the Workmanship Warranties described below.

Workmanship Warranties for New Turnkey Roofing Projects

Garland/DBS, Inc. also provides workmanship warranties for customers contracting for new turnkey roofing projects. Specifically, Garland/DBS, Inc. and/or our subcontractors issue individual workmanship warranties to guarantee the work has been implemented in compliance with the associated manufacturer’s guidelines, and will remain free from installation-related defects for a period of one year following project completion. We offer dual workmanship warranties (from Garland/DBS and from the subcontractor) to provide Program Participants with the assurance Garland/DBS will enforce the warranty should the original subcontractor be non-responsive or out of business.

It is standard for Garland/DBS, Inc.’s subcontractors to issue a minimum of a two-year workmanship warranty at no additional charge to the customer. When the workmanship warranty expires, the Program Participant is still protected on the larger restoration and/ or replacement portions of the project under the Garland material warranties.

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| | <p>It should be noted that small repairs are included in the scope of this warranty, but only for the repaired area(s) of the building. If there are future leaks adjacent to the repaired area(s) or originating from an area other than the repaired area, the workmanship is not covered. Repair warranties do not exceed one year.</p> <p>All Garland warranties are offered to Program Participants of the Equalis/CCOG contract without charge.</p> |
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2.2. Additional Services

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| <p>2.2.1. Turnkey Capabilities. Describe the capabilities available through your company and, if applicable, your authorized network of dealers, distributors, and resellers that support your ability to provide turnkey solutions to Equalis Group Members. Your response may include, but is not limited to, site assessment, equipment consultations & recommendation, installation, inspection, and maintenance.</p> | <p>The Four Project Phases</p> <p>Pre-Project Phase</p> <p>Every Garland/DBS, Inc. project begins with the pre-project phase. One of our estimators initiates the process with a proposal to the Program Participant. This proposal is developed based upon the services required and priced out according to the installation line-item pricing (see Attachment B, Cost Proposal) and/or the alternate site-specific discount (see Section 4.1.1, Pricing Model) procedure proposed as a value-added service offering.</p> <p>Although each project has specific requirements, a standard process is utilized with all proposals. The proposal contains a detailed scope of work specific to the project site and conditions and site-specific elements identified throughout the design phase. That proposal becomes the control document between Garland/DBS, Inc. and the Program Participant, which establishes our performance commitments under a resulting contract.</p> <p>The pre-project phase looks like this:</p> <ul style="list-style-type: none"> • A notice of pre-project meeting is issued to notify all parties of the date and time of the meeting. • A pre-project meeting is held. <ul style="list-style-type: none"> o The local Garland field representative conducts the pre-project meeting, when requested by the Program Participant, by reviewing the drawings, specifications, scope of work, and safety requirements established for the project. The meeting is attended by those invited authorized Garland contractors interested in participating in the project. The scope of work is reviewed during the pre-project meeting after discussion of the project elements with the prospective subcontractors. The scope of work may incorporate some of the prospective subcontractors' recommendations via addendum after the pre-project meeting, while encompassing all of the elements required to successfully complete the project to the satisfaction and expectation of the Program Participant. A deadline is established at the end of the |
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meeting for qualified subcontractors to submit their quotes to Garland/DBS, Inc.

- o A Pre-Project Meeting Sign-In Sheet can be used to organize all prospective subcontractors who may be participating in the project and to document their attendance.

- o Pre-Project Meeting Minutes are taken to track all elements of the meeting, including information discussed, provided, and received. Upon request, the meeting minutes are then distributed to the Program Participant and to the prospective subcontractors in attendance.

- o The Scope of Work is defined, and a deadline is established for the receipt of qualified quotes direct to the Garland/DBS, Inc. estimator. A standardized Subcontractor Cost Worksheet is used on the majority of the larger turnkey projects.

- Quotes are evaluated.

- o A Quote Breakdown & Evaluation Form is used to evaluate the quotes, which adds all of the Garland/DBS, Inc. costs to the qualified subcontractor's quote, including Garland material amounts based upon the material quantities submitted by the subcontractor. General conditions, overhead and profit figures within the range of industry standards are added to the total project cost to finalize our price. Garland/DBS has developed a streamlined process for the delivery of a project. Should the Program Participant require contract administration or documentation in excess of industry standards, an additional cost will be included to account for the increased administrative efforts. After the quote sheets have been completed for each subcontractor's quote, a fair comparison can be made against all subcontractors to determine who has the lowest total installed cost and/or best value under the customer's directives.

The following additional documents are always incorporated into the pre-project phase:

- A finalized Proposal is drawn up.

- o Every proposal includes a refined Scope of Work. The scope is defined specifically for each job.

- o Qualified quotes from the prospective contractor or a standardized Subcontractor's Cost Worksheet is used to enter information about each prospective subcontractor, their project cost, and required Garland material quantities committed to by each subcontractor for the project. There may be multiple forms for one project, in order to cover all the tradesmen involved. At the point when the subcontractor submits his/her worksheet to Garland/DBS, Inc., it becomes our control document for establishing cost control for all labor, materials, equipment, tools, transport, supplies and installation services supplied under each of our subcontracts.

- o On roof installation and restoration projects receiving a Garland long-term warranty, the local Garland field representative creates

comprehensive Specifications and Drawings at this phase of the process, providing the detailed installation instructions that govern the project work.

- o Finally, any Special Requirements, specific to an individual Program Participant, which were circulated during or after the pre-project meeting process as an addendum, will be incorporated into the documentation record.

Post-Contract Phase

The post-contract phase starts with good communication. The Project Administrator in the corporate (Cleveland) office creates a Project Tracking Spreadsheet, which tracks the status of all required paperwork needed to begin the project. This internal Project Tracking Spreadsheet provides a quick reference guide for all contact information and contract amounts issued for the project.

Should a Notice to Proceed be needed between Garland/DBS, Inc. and the Program Participant or any of the subcontractors — in order to secure scheduling and/or material orders that are required for the project — our project manager produces and distributes the letter(s) accordingly. The Notice to Proceed is an effective tool in making sure project budgets and schedules are adhered to, in the event of approval-related delays in the contract development process, or the extensive contract negotiations associated with larger projects. Its purpose is to allow the parties to begin making material delivery arrangements and scheduling plans without a formal contract.

Not every project has the same demands, but a Contract or Purchase Order is required prior to work beginning on any project. This document is our authorization for committing funds to the project, and the Program Participant's commitment to the cost of the project.

While the Contract or Purchase Order is being formulated, Garland/DBS, Inc. will be pursuing Continuing Services Agreements with all subcontractors to the extent one is not already in place. A Continuing Services Agreement defines Garland/DBS Inc.'s relationship with each subcontractor on the project. It includes many of the flow-down provisions necessary for meeting the requirements of this solicitation. The Continuing Services Agreement ensures that each subcontractor is held to the same standards as Garland/DBS, Inc. It also establishes procedures and protocols for protecting the Program Participant and Garland/DBS, Inc. in the event of a subcontractor's unacceptable performance, unresolved disputes under contract, or negligent acts and omissions related to their performance. The Continuing Services Agreement also provides termination and dispute resolution procedures in the event of unresolved performance issues. All of

these items help protect the project's schedule and budget, and assist in resolving the inevitable discrepancies and concerns raised during construction projects.

Once all agreements are in place, Garland/DBS, Inc. issues a Purchase Order to each of our subcontractors. This officially authorizes them to begin incurring expenses that are necessary to complete the project. It also assures them of our financial commitment to them for the Purchase Orders associated with the project.

As the project gains momentum, the project coordinator, under the direction of the project manager, gathers all necessary subcontractor documentation to ensure a successful project. The subcontractor also submits a schedule of values to the project manager, which will establish pay points within the project. When required, a realistic build schedule is finalized prior to the work beginning. Otherwise, the Garland/DBS, Inc. project manager agrees with the subcontractor(s) to a completion timeline within the requirements of the contract documents.

While the project manager is preparing for the project at the corporate (Cleveland) office, the Program Participant's locally based Garland representative is organizing everything in the field. If required by the Program Participant, a Notice of Pre-Construction Meeting will be sent to the agency and the subcontractor(s).

If the project requires a Pre-Construction Meeting, all subcontractors will be required to attend. Attendance by representatives of the Program Participant is encouraged, but not required. This meeting is documented with Pre-Construction Meeting Minutes, and overviews the project from start to finish. Garland/DBS, Inc. encourages an open environment at this type of meeting. The goal is to begin the project with an emphasis on meeting its safety, quality, performance, scheduling, and budgetary requirements.

Safety is one of the key components discussed during the Pre-Construction Meeting. A Site-Specific Safety Plan is requested from each subcontractor, which sets the guidelines and requirements for what obligations, safety equipment, and safety training that subcontractor must employ before and during the performance of the work. All major safety requirements are discussed so they are clearly understood, but it is each subcontractor's responsibility to follow their own safety program requirements (at a minimum), and incorporate them into the site-specific safety plans for their related disciplines.

As with the Pre-Contract Meeting, the locally based Garland field representative can use a formal Pre-Construction Meeting Sign-In

Sheet to organize all individuals that are participating in the project and document their attendance at the meeting. Anything agreed to at the Pre-Construction Meeting is noted, protecting Garland/DBS, Inc. and the Program Participant against any future disputes that might otherwise arise relative to safety, quality, scheduling, performance, cost, and any special requirements of the Program Participant.

When the project officially enters the build portion of the work, the Program Participant may issue a Notice of Commencement to all parties associated with the project. This will be considered the start date for the project, and establishes timelines for the Notices of Furnishing from the subcontractors and material suppliers performing under contract. The Notice of Commencement and Notices of Furnishing from the individual subcontractors protect the Program Participant from unknown second- or third-tier subcontractors that may lien the building if they are not paid by any of the subcontractors to Garland/DBS, Inc. These documents are important communication tools necessary in establishing the involvement of all parties performing under our contract and ensuring their payment for the work performed.

At this point in the process, Garland/DBS, Inc. issues individual Subcontractor Purchase Orders, which commit our funding for the project and authorize each subcontractor to begin incurring their cost to complete.

Garland/DBS, Inc. also obtains all locally required Subcontractor Documentation, including but not limited to W-9's Certificates of Insurance, Contractor's Licenses, etc.

After all such documentation is in order, the project manager in Cleveland includes in the purchase order to all subcontractors a Subcontractor Checklist to help facilitate document management throughout the project. Each subcontractor is responsible for generating a Schedule of Values in AIA format and submitting it to the project manager in the corporate (Cleveland) office for review. The Schedule of Values establishes the amounts for which subcontractors have been approved for billing, as they complete work on particular elements of the project.

Typically, it is then the responsibility of our field representatives to work with the subcontractors to formulate the Build Schedule. The schedule, when required, is sent to the project manager in Cleveland for review. The finalized Build Schedule is used to track completion progress, and will be used by management to resolve any delays that may affect timely completion. Tracking the project against a schedule and/or the overall completion time is vital to the on-time delivery of the project.

In-Process Phase

Once the actual build portion of the project is underway, the in-process phase begins. The Program Participant's locally based Garland field representative, in coordination with the Garland/DBS, Inc. project manager, is responsible for coordinating the day-to-day activities of the work in the field.

When required, documentation used during this phase includes the Daily Sign-In Sheet, which is used by the subcontractor to establish accountability for each subcontractor employee that reports to work each day.

When daily supervision is required by contract, a Daily Production Report is used by the locally based Garland field representative or job site superintendent to track what is/is not being accomplished each day. These reports keep the entire team up-to-date on daily jobsite progress and assist in the immediate notification of any issues that arise.

Throughout the installation process, the locally based Garland representative is onsite daily-to-weekly, to ensure that all Garland materials are being installed to specification. Garland/DBS, Inc. schedules weekly progress meetings, which all involved in the project are encouraged to attend. Where warranted, Weekly Toolbox Safety Meetings are held during the Weekly Progress Meetings to ensure that all safety-related concerns are addressed and understood by the project personnel, and that each subcontractor employee is aware of the safety-related concerns identified for each phase of the project.

The locally based Garland field representative collaborates with the home office or directly produces a detailed Weekly Progress Report that may then, as needed, be shared with the project manager in the corporate (Cleveland) office to document the week's activities and subcontractor staffing; identify issues that are being monitored; and flag problems that need to be resolved before they cost Garland/DBS, Inc. and the Program Participant time and money.

Change Orders are processed in the same manner, whether they are issued to the Program Participant (for additional work requested) or from a subcontractor (in which case, the change order is carefully evaluated to identify its cause and to shield the customer from any adverse economic impact resulting from contractor error or oversight). Tight controls over the change order process ensure that the Program Participant's budget is adhered to and only increased, when appropriate, for a fair and reasonable amount. The process works like this:

- The Change Order is initiated by the Garland/DBS, Inc. estimator or locally based Garland field representative, then forwarded to the corporate (Cleveland) office for processing.

- The Change Order includes appropriate back-up information supporting the reason for the change and detailing the increase/decrease in cost and/or change in performance requirements and/or increase/decrease in time associated with the change.

- Whenever a Change Order is executed, the project manager in the corporate (Cleveland) office determines whether or not formal modifications to the Contract/Purchase Order with the Program Participant or the subcontractor are required. Only the project manager can formalize the change and modify the budget and schedule for the project based upon what has been approved as “necessary to complete the project” by the Program Participant and Garland/DBS, Inc.

- No Change Orders are approved without review and written authorization from the corporate (Cleveland) office. This protects the Program Participant and Garland/DBS, Inc. from incurring costs associated with unapproved/unauthorized change orders from our subcontractor(s).

Garland/DBS, Inc. requires that all Subcontractor Billing Documents be submitted to the project manager by the 25th of each month. The standardized billing procedure works like this:

- The project manager processes these billings by communicating with the field representative to verify if the amount billed equals the amount of work completed.

- Once the project manager is through with the verification process, he/she forwards the billing document to the Garland/DBS, Inc. accounting staff for payment. If the project manager finds discrepancies in the subcontractor’s payment application or the back-up that accompanies it, then he/she will discuss the issue(s) with the local Garland field representative to resolve them.

- Once the pay application and back-up information have been approved, the project manager forwards the entire package to accounting personnel for processing.

Most projects allow for a monthly Garland/DBS, Inc. billing to the Program Participant; however, some work has special billing terms. A similar process is used internally to process all billings to the Program Participants. Information is collected by the project manager associated with the project from the subcontractors and the locally based Garland representative to cross-verify project progress and ensure that the items billed reflect actual completion of the project in the field. The Garland/DBS, Inc. project management staff works to ensure an accurate billing is produced. Once completed, Garland/DBS, Inc. forwards the billing to the Program Participant for payment.

The locally based Garland field representative performs and documents periodic inspections of the work in progress, including detailed notes, as well as digital pictures. The inspection process differs for every project, but safety and quality are always reviewed

at each site visit. The field representative also utilizes an In-Process Inspection Report to help determine if the project is tracking along with the build schedule. This form is the control document for all observations made on-site. The information from the In-Process Inspection Report serves as a notification tool to the Program Participant's facilities staff. If issues arise on site, the In-Process Inspection Report provides our management staff with point-in-time project status updates that assist our project manager in the corporate (Cleveland) office, general manager, controller, and operations manager in evaluating progress and driving resolution.

Close-Out Phase

Once a project nears its end, it enters the close-out phase. The final inspection is the beginning of this phase and is performed by the locally based Garland representative. All parties involved are informed of the inspection date and time. Attendance by all is encouraged.

The final inspection ensures quality assurance, verifying that all specifications have been met and that the project complies with all local, state, and federal building and safety codes. At the time of final inspection, a Punch List is formulated noting any remaining issues that need to be resolved prior to close-out and final payment to the subcontractors and Garland/DBS, Inc. The Punch List is the final list of requirements that need to be completed in order to fulfill the performance-of-work obligations established between all parties to the project. A timeline for completion is discussed for each item on the Punch List, which is then forwarded to everyone involved with the project. This process protects the Program Participant from issues associated with poor details, incomplete work or improperly installed materials.

The locally based Garland field representative is responsible for providing the Program Participant with Final Inspection Close-Out Minutes. Typically, the minutes will cover the variables essential to a final inspection, with particular attention to issues of:

- Safety
- Quality
- Performance
- Cleanliness/Site Condition
- Schedule

The representative also includes the final Punch List and, whenever possible, pictures taken and formatted with items that help identify the scale that the picture is representing.

After the final inspection's Punch List items have been resolved, if warranted, a final walk-through is performed with the Program Participant, the subcontractors, the local Garland field representative, and whoever else may be required to attend. This

walk-through represents a preliminary acceptance of the work by the Program Participant. Any remaining items discovered at this time are incorporated into the Punch List and assigned a completion date so that all outstanding items are completed by the time the Program Participant is asked to issue a Final Notice of Completion or to approve the project as complete.

Following the final walk-through, the field representative can, if requested, present the Program Participant with a Notice of Substantial Completion. This signifies the end of the project performance, but does not relieve Garland/DBS, Inc. or its subcontractors of their obligations to finish any outstanding items on the project.

The Final Walk-Through Minutes are organized to include any questions, comments, and notes discussed during the walk-through. Typically, the walk-through minutes provide definitive answers to these questions:

- Have the Punch List items been satisfied?
- Does the construction site look as good as or better than it did before the project started?
- Has an action plan been put together to settle any outstanding issues?
- Have pictures been included to document any issues that have been raised?

When requested, the project manager in the corporate (Cleveland) office will work on a Close-Out Manual for the job throughout the length of the project. This manual contains all information pertinent to the project, including pictures; as-built drawings and project manuals; workmanship warranties from the subcontractor(s) and Garland/DBS, Inc.; and contact information for the entire project team. The Close-Out Manual is presented to the Program Participant in two formats:

- In hard copy within a user-friendly binder
- Electronically

The project manager provides this Manual to the local Garland field representative, who delivers it to the Program Participant after the final walk-through. An electronic version of the Close-Out Manual remains in the corporate (Cleveland) office for future reference.

Once all elements of the project are complete, the project manager presents the Program Participant with a Notice of Final Completion or requests a formal determination of project completion. This notice serves as the official finish date of the project and releases Garland/DBS, Inc. and its subcontractors from any further obligations relating to the performance of work. It starts the clock on the warranty obligations that guarantee workmanship of the installation will be free from installation

defects for a period of two years beyond the Notice of Final Completion.

Cost Projections/Budgets

The first step in the Garland/DBS, Inc. methodology for determining cost projections and budgeting is to develop a Market Survey: a document that comprehensively defines the scope of work for a construction project. The Market Survey is completed during the planning phase and consists of two parts:

- The conceptual estimate is a hypothetical costing figure determined by a design-build professional, based entirely on the construction requirements, and adjusted for local labor rates and possible contingencies. It will be developed using the line-item pricing for installation services (**see Attachment B, Cost Proposal**). The finalized conceptual estimate will identify what the Program Participant should realistically expect to spend.

The conceptual estimate takes into consideration general conditions such as insurance and bonding requirements pursuant to agency procurement policies; temporary facilities; lifting and hoisting equipment; and direct overhead costs required for a project. The conceptual estimate represents the total installed roofing cost, based on the mean national average costs and adjusted to account for local prevailing wage rates, wage determinations established by the Davis-Bacon Act, or the prevailing wages at the facility location. The line-item installation services pricing includes items that can be considered unforeseen costs, such as roof decking or insulation replacement, which helps ensure that we are appropriately planning for all budgeting requirements. Some of the items will be reduced or eliminated once design documents are refined and more information is known about the project.

- A conceptual schedule is a determination of the true amount of time that will be required to complete a roofing project, including allowances for contingencies. The conceptual schedule predicts how long the customer should realistically expect the project to take. It is a real-world indication of the entire project duration, based on years of experience in roofing design and construction.

Once the conceptual estimate and conceptual schedule have been developed, they become the baseline for our evaluation of price and scheduling.

After the Market Survey has been approved, Garland/DBS, Inc. will devise a variety of design solutions, evaluating and comparing their respective abilities to meet the performance, budget, and scheduling requirements of a Program Participant's project. These options are discussed in detail at a meeting between the Program

Participant and Garland/DBS, Inc. Once the Program Participant selects an option, we will provide a lump-sum firm-fixed price that includes all of the other services necessary to completely close-out the project within the established budgeting and scheduling objectives.

With this total project delivery process used for all turnkey projects, all Program Participants using the Equalis/CCOG contract are ensured of a Guaranteed Maximum Price and a Guaranteed Completion Date, with no unanticipated cost or scheduling overruns. As an added value for partnering with Garland/DBS, Inc. every Program Participant will be given the opportunity to obtain site-specific pricing (see **Section 4.1.1, Pricing Model**) by local authorized Garland contractors. Garland/DBS, Inc. will assume all labor and costs associated with obtaining site-specific quotations, with the Garland/DBS, Inc. project manager directing the entire quotation process.

The objective of this process is to beat the Guaranteed Maximum Price by providing a one-time site-specific discount that takes into account local market conditions and labor rates.

Meeting established schedules and budgets is a core competency for Garland/DBS, Inc. Once a solution has been chosen for a Program Participant, we will create a set of construction documents guaranteed to be accurate, with the exception of unforeseeable conditions such as a damaged roofing substrate or to customer-directed expansions of the scope of work. The Program Participant will receive a conceptual estimate and conceptual schedule as documents, along with the Guaranteed Maximum Price and a Guaranteed Completion Date.

We will then manage the pre-project process for the entire project, as previously defined in **The Four Project Phases**, helping ensure that CCOG and any other Program Participants can use a local contractor if possible — thereby stimulating the local economy and keeping local workers working. We also pre-qualify roofing and non-roofing related trade contractors to make certain they are approved for installing Garland materials and the building materials of any other manufacturers supplying products to the project.

As a general contractor, once we receive multiple quotes for evaluation for roofing and non-roofing work (where applicable), we evaluate the contractors, not only on price, but on their capability to perform, including past performance history, financial strength, and reputation.

During the construction phase, all performed work is monitored for quality, from start to finish. Our team's construction-related services include on-site evaluations throughout every aspect of

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| | <p>installation, with regular inspections during construction to ensure a quality job has been implemented as specified. If there are any deviations from the schedule due to weather-related construction delays or unforeseen site conditions, the Program Participant will be promptly notified, and the appropriate adjustments will be made to the schedule. If a Program Participant makes requests for information or project changes in scope, Garland/DBS, Inc. will gather, provide, and seek approval for the appropriate contract modifications.</p> <p>For a comprehensive list of services encompassed by the proposed contract, see Section 2.1.1, Service Solutions.</p> |
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3. Business Operations

3.1.1. Logistics

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| <p>3.1.2. Distribution Capabilities. Describe how supplier proposes to distribute the products/services in Bidder’s defined geographic reach.</p> <p>Your response may include, but is not limited to, information related to the number of distribution facilities, supply chain partners, fill rates, on-time delivery rates, and your ability to accommodate expedited orders.</p> | <p>In coordination with The Garland Company, Inc., Garland/DBS, Inc. places the material orders, establishes order quantities with required ship dates, coordinates shipment, and verifies on-time delivery to the project site. Prior to delivery, Garland field representatives provide material support services that assist in the project development phase of the project. Once materials are delivered and the project commences, our field representatives are responsible for verifying that all roofing materials are correctly installed as specified for the given application.</p> <p>Garland/DBS, Inc. will be solely responsible for the distribution of all materials and/or the installation of all projects in full compliance with the specifications set forth in this bid. The ISO 9001:2015 certification of The Garland Company, Inc. extends to every aspect of distribution.</p> <p>Our corporate headquarters is located in the City of Cleveland, Ohio and the Ohio region is our oldest territory; it has been our home base since 1895.</p> <p>Garland/DBS Engineering Services, Customer Service and Marketing Support for the proposed Equalis/CCOG contract are located at our corporate headquarters in Cleveland, OH. In addition, the local points of contact for each Program Participant include our 189 territory managers located across 49 states across the U.S., 11 of whom manage Ohio-based territories.</p> <p>See Appendix 5, 3.1.2, Warehouses (TRADE SECRET) for Garland warehouse locations.</p> <p>All Garland organizations share Garland’s Core Values and implement distribution strategies on our behalf in full compliance with the quality program established and audited under Garland’s ISO 9001:2015 Quality Policy Manual.</p> |
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Unlike national contracting organizations, material distributors and commodity manufacturers, Garland is a niche manufacturer of high-performance solutions, originating 95 percent of the materials we sell. The Garland organization offers the distinct advantage of assuming direct responsibility for the quality of our high-performance solutions. We take pride in manufacturing a wide range of quality products that have an excellent reputation in the marketplace. We have committed our Research and Development and Manufacturing teams to uncompromising quality. If we should be awarded the Equalis/CCOG contract for Roofing Products and Services, CCOG and all Program Participants can be certain we will deliver on our promise to never compromise quality for quantity-related pricing advantages.

Garland/DBS, Inc. has a 13-year track record of providing a full spectrum of roofing materials, installation, and support services from a single, reliable source. Garland/DBS, Inc. offers the financial stability and full-service accountability of an organization that has built its reputation on developing and sustaining long-term customer relationships.

The sales model we will be using with CCOG and other Program Participants works like this:

1. Our Ohio-based field representatives (territory managers) explain the benefits of interlocal purchasing contracts to all existing and prospective non-federal public sector agencies during the sales process, facilitating their registration as appropriate.
2. All orders are placed through our field representatives, who identify customers as Equalis/CCOG Program Participants at the time of order placement.
3. For both material-only and turnkey sales, the field representative remains the Program Participant's primary point of contact, coordinating any necessary support services as required and ensuring trouble-free and seamless delivery of a finished project.

Whenever a new product or service is introduced, a related news release will be distributed to the Equalis marketing team at the same time it is released to the public. These new products are formally made available to CCOG and all Program Participants as soon as they have been included in our revised price list. However, in practice, our reps typically offer new products and services to Program Participant customers as soon as they become available for ordering, i.e., within days of their formal release to our U.S. sales force.

Garland/DBS, Inc. – Total Project Delivery

In addition to The Garland Company, Inc.'s and Design-Build Solutions, Inc.'s involvement in facilitating nationwide distribution, the Garland Industries, Inc. subsidiaries (as explained in **Section 2.1.2, Additional Offering**) may also be involved. In addition, there is one third-party warehousing services company with two locations in Ohio and one 100 percent fully owned Garland Industries subsidiary located in Illinois that provide warehousing space. All three of these locations are managed by Garland's Logistics Department, meaning there is no distribution of product or materials without Garland's involvement. Any distribution that occurs from these locations is initiated by the coordination of shipments that are brokered and procured through Garland's Logistics Department.

With Garland/DBS, Inc. as Equalis/CCOG's partner in performance, we will 100 percent involved in all distribution.

The Garland Company, Inc. – Material Manufacturing and Field Support

The Garland Company, Inc. is a full-service, high-performance roofing materials manufacturer and supplier providing our industry's highest level of field service and technical support.

In coordination with The Garland Company, Inc., Garland/DBS, Inc. places the material orders, establishes order quantities with required ship dates, coordinates shipment, and verifies on-time delivery to the project site. Prior to delivery, Garland field representatives provide material support services that assist in the project development phase of the project. Once materials are delivered and the project commences, our field representatives are responsible for verifying that all roofing materials are correctly installed as specified for the given application.

Our field representatives are highly trained, providing customers with full-service support — from roofing inspections, detailed reports, and assistance with specification writing, to project inspections and long-term roof asset management support. Our **12-Step Blueprint** (see **Section 2.1.1, Service Solutions**) to total building exterior management is renowned in our industry for optimizing customer return on facility-related capital investments by ensuring the longest possible working life for every Garland building envelope solution.

When delivering a turnkey project, our field representatives provide on-site assessment, quality control, and periodic safety oversight to protect the Program Participant's investment in Garland materials, and to protect Garland's long-term interests, as represented by our material warranties. Every individual employee-owner is committed to providing the highest quality products and services to our customers. Our goal is to meet or

exceed customer requirements by consistently providing benefits and adding value. As our mission statement attests: "Whenever it can be done better, Garland will do it!"

Garland's long-term, successful relationships with our customers have also been the catalyst for increasing our financial strength and reputation. Our commitment to high-performance materials and quality installations has allowed us to deliver solutions that continue to provide leak-free performance beyond the warranted life of our waterproofing systems.

With no long-term debt and a fully funded Employee Stock Ownership Plan (ESOP), Garland has the ability to make business decisions based upon long-term value creation for our shareholder employees. We never sacrifice long-term performance for short-term success.

These values have been carried through to our relationships with the network of suppliers and contractors used throughout the Garland organization. Our supplier/contractor qualification process is designed to yield raw materials, finished materials, and services of the highest quality at the lowest possible cost to our customers. To nurture such mutually beneficial relationships, Garland upholds our end of the bargain by making sure all our obligations for materials supplied and services delivered are paid for within the credit terms extended. Garland's 5A1 Dun & Bradstreet Rating is the highest possible rating for a roofing manufacturer, awarded only to organizations with an impeccable credit history and financial strength.

Design-Build Solutions, Inc. – Turnkey Construction Services

Design-Build Solutions, Inc. was founded in direct response to customer demands for on-time, within-budget delivery of installed roof systems from a single reliable source. Whenever a Program Participant contracts with Garland/DBS, Inc. for exterior building system installation services, we provide all labor, supervision, materials, equipment, tools, transport, supplies and installation services necessary to complete the project with Design-Build Solutions, Inc.

Design-Build Solutions, Inc. contributes its expertise to turnkey projects as summarized below:

- Design-Build Solutions, Inc. provides the services required to incorporate as many of the Program Participant's wants, needs, and desires as possible into the required schedule and established budget for the project. The Program Participant will provide direction to Design-Build Solutions, Inc. throughout the process, but it remains our responsibility to present all the information necessary for submitting pricing that will provide a complete roof

system project design and installation to the Program Participant's approval. If the Program Participant prefers Design-Build Solutions, Inc. to have design responsibility, and is authorized by statute to contract for a design-build project or an integrated project delivery, then Garland/DBS, Inc. can provide full design documents as part of our delivery.

- Throughout construction, Design-Build Solutions, Inc. provides professional project management to minimize the Program Participant's time and resource requirements in managing the roof system installation. Our goal is to meet or exceed all customer expectations in the delivery of high-quality installations within the performance times and budgets established during our initial project meetings.

- Design-Build Solutions, Inc. incorporates our operational framework of standardized documents and procedures (see **The Four Project Phases (see 2.2.1)**) to meticulously communicate, document, and stimulate the project flow in the required manner from pre-award to completion and close-out.

When CCOG or other Program Participants request turnkey roofing materials and installation services, the local Garland field representative coordinates the involvement of the Design-Build Solutions, Inc. team in providing seamless total project delivery. A trusted and secure relationship with a locally based Garland representative remains the focal point for all Program Participant contact with the Garland organization. Garland field representatives coordinate all meetings between the Program Participant's representatives and their Design-Build Solutions, Inc. team, throughout the design and installation process, helping to develop material specifications to meet explicit performance, pricing, and scheduling objectives.

Support Service Departments

Garland/DBS Engineering Services, Customer Service, and Marketing support for the proposed Roofing Products and Services Contract are located at our corporate headquarters in Cleveland, OH. These departments work directly with our field representatives to manage scheduling and deliveries. Building envelope materials provided through other Garland subsidiaries are accessed directly and seamlessly through Garland/DBS, Inc.

Logistics Management

The Garland Logistics Department is managed by a highly qualified and experienced logistics expert who focuses on forecasting inventory needs, reducing redundancies within Garland's supply chain, reducing costs within the supply chain, and providing low-cost, reliable delivery services to customers.

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| | <p>Since its development, Garland has seen a reduction in the handling of products, improved its on-time delivery performance, and increased visibility of the material while in transit, thanks to a more agile and flexible approach to the procurement of freight services. Garland uses a strategic mix of logistics providers to gain access to equipment across the country anytime it may be needed. Garland’s Logistics Department also uses cutting-edge transportation management tools and technologies to help select the best method of shipping and to stay up to date on the delivery process.</p> <p>Use of the Garland freight program is not mandatory. However, we do recommend that our Program Participants take advantage of the reduced costs and ready equipment availability of Garland-managed delivery services. Garland’s Logistics Department will work hand in hand with contractors to ensure all customer requirements are understood and every shipment arrives on schedule. Freight charges are passed along directly to our customers and billed at the time of invoice. Expedited shipments of material are available as needed at customer request or in response to a natural disaster.</p> |
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3.2. Customer Service

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| <p>3.2.1. Customer Service Department. Describe your company’s customer service department & operations. Your description may include, but is not limited to, hours of operation, number and location of service centers, parts outlets, number of customer service representatives. Clarify if the service centers are owned by your company or if they are a network of subcontractors.</p> | <p>The Customer Service Manager assigned to this contract will be Jeff Muranko, who has been a Garland employee-owner for more than 16 years. Our Customer Service representatives are located at our corporate headquarters in Cleveland, Ohio. Every one of them is an employee-owner of Garland. The offices are open Monday through Friday from 8 a.m. to 5 p.m.</p> <p>In addition, every Program Participant will have 24/7 access to their locally based territory manager, as explained in Section 2.1.1, Project Management above.</p> |
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3.3. Customer Set Up; Order & Invoice Processing; Payment

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| <p>3.3.1. Order & Invoice Process. Describe your company’s proposal development, order, and invoice process. Your response should include, but is not limited to, acceptable payment methods and standard payment terms.</p> | <p>For a detailed description of our proposal development process, please see Section 2.2.1, The Four Project Phases. Order and invoice process follows:</p> <p>Our ERP system accommodates a large collection of data with the goal of improving production efficiencies, logistics capabilities and forecasting.</p> <p>For material-only projects, Garland/DBS, Inc. requires that all Subcontractor Billing Documents be submitted to the project manager by the 25th of each month. The standardized billing procedure works like this:</p> |
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| | <ul style="list-style-type: none"> • The project manager processes these billings by communicating with the field representative to verify if the amount billed equals the amount of work completed. • Once the project manager is through with the verification process, he/she forwards the billing document to the Garland/DBS, Inc. accounting staff for payment. If the project manager finds discrepancies in the subcontractor’s payment application or the back-up that accompanies it, then he/she will discuss the issue(s) with the local Garland field representative to resolve them. • Once the pay application and back-up information have been approved, the project manager forwards the entire package to accounting personnel for processing. <p>Most projects allow for a monthly Garland/DBS, Inc. billing to the Program Participant; however, some work has special billing terms. A similar process is used internally to process all billings to the Program Participant. Information is collected by the project manager associated with the project from the subcontractors and the locally based Garland representative to cross-verify project progress and ensure that the items billed reflect actual completion of the project in the field. The Garland/DBS, Inc. project management staff works to ensure an accurate billing is produced. Once completed, Garland/DBS, Inc. forwards the billing to the Program Participant for payment.</p> <p>For larger turnkey projects, Garland/DBS, Inc. currently creates a single invoice per month per project. Most projects have a short project duration of six months or less. In the case of our leak response service, customers typically elect to receive one monthly invoice for the many work orders performed.</p> <p>We accept payment via ACH, wire, check and credit card (fees apply). We have a payment portal that a customer can use to pay us using a credit card or bank draft (ACH). Our standard payment terms are listed here:</p> <p>NET 30. A FINANCE CHARGE OF 1.5% PER MONTH WILL BE ADDED TO THE UNPAID BALANCE 60 DAYS AFTER INVOICE DATE. TAX EXEMPTION CERTIFICATE REQUIRED IF NON TAXABLE.</p> |
| <p>3.3.2. Financing. Does your company offer any financing options or programs? If yes, describe the financing options available to Members.</p> | <p><u>Lease-Financing Program</u></p> <p>Public Private Partnerships (P3) are a method of obtaining the necessary financing for needed but underfunded public building improvement projects. P3s rely on partnerships between a government agency and a private sector company to finance, build and operate a building or service. Financing a project through a P3 can help Program Participants achieve their project goals, whether they are looking for turnkey solutions or the funding to expedite needed improvements on their facilities in</p> |

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| | <p>order to reduce their maintenance expenses (operating costs), improve facility performance and/or reduce long-term capital costs.</p> <p>Unlike traditional funding methods, which could tie up capital for a period of years, this lease-style funding results from the private acquisition of a public building or service in exchange for an operating cash flow stream from the public agency that is leasing the public building or service long-term. At the end of the agreement, the ownership of the building or service is transferred back to the public agency.</p> <p>Garland/DBS, Inc. is familiar with the P3 market, and we believe a program can be created where appropriate through a strategic financing partner that has developed and tested an asset ownership program in other markets and situations. By using this method of financing, a Program Participant could access funds to renovate a building when needed, while freeing up any remaining capital for any simultaneous roofing and waterproofing needs on other facilities. The “leasing” arrangement would be structured to reestablish ownership by the Program Participant at the end of the lease.</p> |
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3.4. Bonding Capabilities

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| <p>3.4.1. Bonding. Describe your company’s bonding capacity. Your response may include, but is not limited to, the bonding company’s surety rating.</p> | <p>The bonding capacity for Garland/DBS, Inc. is up to \$50,000,000 per project bond nationwide, with an aggregate capacity in excess of \$200,000,000. Western Surety Company is a Treasury Listed company with a current Treasury Limit of \$153,342 (single bond limit) providing them the authority to issue a limitless number of individual bonds up to their Treasury Limit Amount. Western Surety Company is authorized to do business in all 50 states in the United States and is rated “A” by A.M. Best Company.</p> |
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4. PRICING

4.1. Cost Proposal

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| <p>4.1.1. Pricing Model. Provide a description of your pricing model or methodology identifying how the model works for the products and services included in your proposal. Your response should describe how the proposed pricing model is able to be audited by an Equalis Group member to assure compliance with the pricing in the Master Agreement.</p> | <p>Material-Only</p> <p>Material pricing will be determined by taking a 1 percent discount off of the standard Garland material price list. This method is easily verifiable by Equalis, CCOG and other Program Participants as our price list has been shared in Attachment B, Cost Proposal.</p> <p>Turnkey</p> <p>Since there is no “standard” application or configuration in roofing and waterproofing projects, Garland/DBS, Inc. has developed a site-specific pricing model. This model begins with the Maximum Allowable Price shown in Attachment B, Cost Proposal, which provides line-item pricing for all types of installed systems we</p> |
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offer. A project will be initially priced based on this line-item pricing. Then the site-specific discounting process is implemented, as described below, to ensure each project is competitive in the context of a particular geographical location and time.

Although Garland/DBS, Inc. material and service offerings are finite and easily defined, the situations over which the services are utilized are infinite: building envelope components such as roofs and walls are never a “one size fits all” proposition. For that reason, Garland never pre-prices maintenance or general housekeeping services upfront prior to the work being performed. With this pay-as-you-go model, the Program Participants will never pay pre-established, standard maintenance rates that include products and/or services they may never need.

The most benefit and efficiency can be achieved by defining pricing methodologies customized for each building, after inspections have been performed. Garland/DBS, Inc. will provide the Program Participant with custom pricing on a yearly basis, with our commitment that we will only charge Program Participants for services rendered. The selected service for a given situation can then be priced competitively, according to its location, site-specific conditions, and other considerations that may affect the cost of local labor.

Cost Projections/Budgets

The first step in the Garland/DBS, Inc. methodology for managing turnkey projects is to determine cost projections and budgeting by developing a Market Survey: a document that comprehensively defines the scope of work for a construction project. The Market Survey is completed during the planning phase and consists of two parts:

- The conceptual estimate is a hypothetical costing figure determined by a design-build professional, based entirely on the construction requirements, and adjusted for local labor rates and possible contingencies. It will be developed using the line-item pricing for installation services (see Attachment B, Cost Proposal). The finalized conceptual estimate will identify what the Program Participant should realistically expect to spend.

The conceptual estimate takes into consideration general conditions such as insurance and bonding requirements pursuant to agency procurement policies; temporary facilities; lifting and hoisting equipment; and direct overhead costs required for a project. The conceptual estimate represents the total installed roofing cost, based on the mean national average costs and adjusted to account for local prevailing wage rates, wage determinations established by the Davis-Bacon Act, or the prevailing wages at the facility location. The line-item installation

services pricing includes items that can be considered unforeseen costs, such as roof decking or insulation replacement, which helps ensure that we are appropriately planning for all budgeting requirements. Some of the items will be reduced or eliminated once design documents are refined and more information is known about the project.

- A conceptual schedule is a determination of the true amount of time that will be required to complete a roofing project, including allowances for contingencies. The conceptual schedule predicts how long the customer should realistically expect the project to take. It is a real-world indication of the entire project duration, based on years of experience in roofing design and construction.

Once the conceptual estimate and conceptual schedule have been developed, they become the baseline for our evaluation of price and scheduling.

After the Market Survey has been approved, Garland/DBS, Inc. will devise a variety of design solutions, evaluating and comparing their respective abilities to meet the performance, budget, and scheduling requirements of a Program Participant's project. These options are discussed in detail at a meeting between the Program Participant and Garland/DBS, Inc. Once the Program Participant selects an option, we will provide a lump-sum firm-fixed price that includes all of the other services necessary to completely close-out the project within the established budgeting and scheduling objectives.

With this total project delivery process used for all turnkey projects, all Program Participants using the Equalis/CCOG contract are ensured of a Guaranteed Maximum Price and a Guaranteed Completion Date, with no unanticipated cost or scheduling overruns.

Value-Added Site-Specific Discount

To provide added value to Equalis/CCOG and all Program Participants, Garland/DBS, Inc. will administer a process for discounting the final price of a roofing project. That process works like this:

1. The trade secret catalog of line-item pricing submitted with this proposal contains a prevailing wage rate adjustment table that modifies the pricing catalog to the local market wages. Our estimators use these schedules to apply the awarded contract pricing to the scope of work defined for each project by developing a line-item price breakdown, which serves as our Guaranteed Maximum Price.

2. We will then administer, as a general contractor, a fully transparent, informal process for obtaining competitive quotes on each project from local Garland-authorized roofing contractors. This alternative pricing option offers Program Participants:

- Garland’s pricing for materials
- The lowest qualified labor quote, based upon the site-specific elements of the project, and incorporating local prevailing wages as applicable
- A detailed listing of the costs for general conditions (e.g. bonding, insurance, freight, etc.)
- A standard mark-up for overhead and profit on turnkey roofing projects

3. Any savings provided through the site-specific discount will continue to be passed on directly to the individual Program Participant. If Garland/DBS, Inc. cannot obtain a lower site-specific price, then the Guaranteed Maximum Price will prevail as the basis for the individual Program Participant’s project. Both pricing methodologies, including all supporting documentation, are available to the Program Participant for review and evaluation at any time.

CCOG and every Program Participant will be offered the opportunity of a site-specific discount. Unless that offer is formally declined, the agency may then choose the lower of the two pricing scenarios.

The objective of this process is to beat the Guaranteed Maximum Price by providing a one-time site-specific discount that takes into account local market conditions and labor rates.

Meeting established schedules and budgets is a core competency for Garland/DBS, Inc. Once a solution has been chosen for a Program Participant, we will create a set of construction documents guaranteed to be 90 percent accurate, with any inaccuracies almost always related to with the exception of unforeseeable conditions such as a damaged roofing substrate or to customer-directed expansions of the scope of work. The Program Participant will receive a conceptual estimate and conceptual schedule as documents, along with the Guaranteed Maximum Price and a Guaranteed Completion Date.

We will then manage the pre-project process for the entire project, as defined above (see **The Four Project Phases (see 2.2.1)**), helping ensure that CCOG and any other Program Participants can use a local contractor if possible — thereby stimulating the local economy and keeping local workers working. We also pre-qualify roofing and non-roofing related trade contractors to make certain they are approved for installing Garland materials and the building materials of any other manufacturers supplying products to the project.

As a general contractor, once we receive multiple quotes for evaluation for roofing and non-roofing work (where applicable), we evaluate the contractors, not only on price, but on their capability to perform, including past performance history, financial strength, and reputation.

During the construction phase, all performed work is monitored for quality, from start to finish. Our team's construction-related services include on-site evaluations throughout every aspect of installation, with regular inspections during construction to ensure a quality job has been implemented as specified. If there are any deviations from the schedule due to weather-related construction delays or unforeseen site conditions, the Program Participant will be notified immediately, and the appropriate adjustments will be made to the schedule. If a Program Participant makes requests for information or project changes in scope, Garland/DBS, Inc. will gather, provide, and seek approval for the appropriate contract modifications.

Garland/DBS, Inc.'s unique local-market, site-specific pricing process has a well-documented history of generating significant savings for our customers. Garland/DBS, Inc. will assume the responsibility for inviting multiple authorized local contractors to provide quotes to Garland/DBS, Inc. on all turnkey roofing projects, unless it is the preference of the individual Program Participant to work with a specific contractor. The paperwork associated with the local pricing process will remain the sole responsibility of Garland/DBS, Inc., with all communications conducted in collaboration with each agency's Ohio-based Garland representative.

This value-added service has proven to be an expeditious process, typically taking as little as two to four weeks. The process will relieve the Program Participant of the burdensome paperwork associated with competitive bidding while providing all of the pricing and scheduling benefits associated with cooperative purchasing via the Equalis/CCOG contract. This value-added proposition is being provided in the hope of consistently outperforming the established installed pricing specified in this proposal. Our intent is to be able to offer a one-time site-specific discount for every project, based upon competitively solicited pricing that incorporates the site-specific conditions of each individual project, including the local-market labor rates.

We will then manage the pre-project process for the entire project, as defined above (see **The Four Project Phases (see 2.2.1)**), helping ensure that CCOG and any other Program Participants can use a local contractor if possible — thereby stimulating the local economy and keeping local workers working. We also pre-qualify roofing and non-roofing related trade contractors to make certain

they are approved for installing Garland materials and the building materials of any other manufacturers supplying products to the project.

As a general contractor, once we receive multiple quotes for evaluation for roofing and non-roofing work (where applicable), we evaluate the contractors, not only on price, but on their capability to perform, including past performance history, financial strength, and reputation.

During the construction phase, all performed work is monitored for quality, from start to finish. Our team's construction-related services include on-site evaluations throughout every aspect of installation, with regular inspections during construction to ensure a quality job has been implemented as specified. If there are any deviations from the schedule due to weather-related construction delays or unforeseen site conditions, the Program Participant will be notified immediately, and the appropriate adjustments will be made to the schedule. If a Program Participant makes requests for information or project changes in scope, Garland/DBS, Inc. will gather, provide, and seek approval for the appropriate contract modifications.

Partnership Allocations

Although Garland/DBS, Inc. is a partnership between The Garland Company, Inc. and DBS, Inc., costs to a customer are based solely on each company's contribution to the overall project. For example:

- If a Program Participant only wishes to purchase Garland materials directly and use the traditional competitive public bid process to procure the trade labor and related materials, the customer is not charged any costs relating to DBS, Inc.
- If a turnkey project does not involve The Garland Company, Inc.'s materials, the customer is not charged any costs relating to The Garland Company, Inc.
- On a turnkey project involving Garland materials, DBS, Inc. charges for its services as a percentage of the total project value and passes through the Garland material costs with no mark up.

This separation and segregation of participation in meeting the Equalis/CCOG contract obligations allows each entity to operate independently of the other, creating a natural check and balance. While at the same time, the joint ownership structure allows Garland/DBS, Inc. to deliver on the contract requirements with shared resources and strong financial backing.

Auditing by Equalis/CCOG is easily accomplished, as our pricing is always very transparent. Material pricing is an easy discount off

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| | <p>our standard list price. All Turnkey prices come with a detailed breakdown of the line items (shown in Appendix B) that make up the total price along with all the labor prices received from the contractors. Our specific numbering system and ERP program provide us with the ability to self-audit each year. We can provide any required information for Equalis or 3rd party audit upon request.</p> |
| <p>4.1.2. Cost Proposal Value. Which of the following statements best describes the pricing offered included in Bidder's cost proposal?</p> | <p>The prices offered in your Cost Proposal are:</p> <p><input type="checkbox"/> lower than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input checked="" type="checkbox"/> equal to what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> higher than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> not applicable. Please explain below.</p> |
| <p>4.1.3. Additional Savings. Describe any quantity or volume discounts or rebate programs included in your Cost Proposal.</p> | <p>As an added value, we are proposing to offer Equalis/CCOG and all Program Participants a Site-Specific Discount, as explained in Section 4.1.1, Pricing Model.</p> |
| <p>4.1.4. Cost of Shipping. Is the cost of shipping included in the pricing submitted with your response? If no, describe how cost associated with freight, shipping, and delivery are calculated.</p> | <p>All our freight charges are pre-pay and add, which means we find the most competitive rate for shipping and then pass that along to the customer with no markup. This is the most effective way for us to provide freight/shipping charges as this market is volatile. Trying to include these amounts in our product pricing would significantly inflate the cost of our products.</p> |
| <p>4.1.5. Pricing Open Market or Sourced Goods. Propose a method for the pricing of Open Market Items.</p> <p>NOTE: For a definition of Open Market Items, please refer to Part One, Section 5 – Pricing.</p> | <p>In those situations where goods and services are required that are not covered in the pricing schedule, or where a customized solution is required, we will use a process similar to the one used in our proposed site-specific pricing, i.e.:</p> <ul style="list-style-type: none"> • Obtaining three written cost proposals from local providers • Using the most advantageous proposal • Applying a discount identical to the one shown in Attachment B, Cost Proposal • Acquiring advance approval from the Program Participant prior to including the aforementioned product or service in any quote or proposal |
| <p>4.1.6. Total Cost of Acquisition. Identify any total cost of acquisition costs that are NOT included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example,</p> | <p>n/a</p> |

list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Bidder.

5. GO-TO-MARKET STRATEGY

5.1. Bidder Organizational Structure & Staffing of Relationship

5.1.1. Key Contacts. Provide contact information and resumes for the person(s) who will be responsible for the following areas;

1. Executive Contact
2. Contract Manager
3. Sales Leader
4. Reporting Contact
5. Marketing Contact.

Indicate who the primary contact will be if it is not the Sales Leader

- 1.Executive Contact will be Matt McDermott.
- 2.Contract Manager and Sales Leader will be Alexis Turner.
- 4.Reporting Contact will be Steve Rojeck.
- 5.Marketing Contact will be Steven Lane.

Primary Contact will be Alexis Turner, as noted above.

Matthew McDermott has been in the roofing industry for more than 20 years with experience building and owning a roofing, waterproofing and concrete restoration company, then excelling as a commercial building envelope sales representative, and currently holds the position of President, The Garland Roofing Company. Matthew is highly knowledgeable about the industry and has assisted a wide variety of design professionals complete best-in-class building envelope projects and owners service their building exterior assets. Matthew is also a vital part of Garland’s training team and is highly respected among his peers. As an Ohio-based employee-owner, his background is deal for helping to leverage the proposed Equalis/CCOG sales opportunity.

Alexis Turner began her career working in consulting, focusing on work with procurement departments in state governments, delivering savings through strategic sourcing and contract negotiations. Alexis moved from strategic sourcing into a role as Regional Manager at U.S. Communities, which was a cooperative purchasing program focused in the public sector. She spent twelve years at U.S. Communities, the last four of which she managed contract development nationwide. She joined The Garland Company in 2020 as the Director of Contracts, managing their healthcare, government, and federal contracts. She quickly added National Accounts to her responsibilities and currently manages the National Accounts corporate team. Alexis holds a BS in Engineering and a BA in Economics from Swarthmore College.

Steve Rojek has a decade of experience overseeing the reporting and compliance of Garland/DBS, Inc. procurement contracts. He has been responsible for quoting more than \$250 million under Garland/DBS, Inc.’s existing interlocal agreements. His keen attention to detail and “do whatever it takes” work ethic have been instrumental in the continued success of Garland/DBS, Inc. Steve, who has been with Garland for 15 years, also has experience in

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| | <p>metal order entry, logistics planning, invoicing, business development, preparing cash receipts and invoices, and data entry for Garland’s roof asset management program - all of which have helped prepare him for the role of Reporting Contract for any Equalis/CCOG contract resulting from this proposal.</p> <p>Steven Lane has served as Director of Marketing for The Garland Company since 2021, following seven years leading marketing communications for the Performance Coatings Group of Sherwin-Williams. In his current role with Garland, Steven and his team are responsible for brand strategy and messaging, sales enablement, new product introductions, and demand generation campaigns across online and offline platforms. Steven's career has spanned marketing and advertising roles reaching customers in a host of business-to-business segments, including healthcare, education, logistics, manufacturing, and municipalities. He earned a BA with honors from the University of Pennsylvania.</p> |
| <p>5.1.2. Sales Organization. Provide a description of your sales organization, including key staff members, the size of the organization, in-house vs. third-party sales resources, geographic territories, vertical market segmentation, etc.</p> | <p>Garland/DBS, Inc. is currently represented by 189 territory managers (field sales reps) employed by Garland, with assigned territories that strategically cover 49 states across the United States. In a number of states, apprentice field representatives are now working alongside our territory managers to ensure continuity of service for our customers. Garland Regional Sales Managers assume representation for the five remaining states.</p> <p>Every Garland territory manager participates in a rigorous 4-year initial training schedule on building exterior water penetration mitigation and best practices for repairing, restoring, replacing and maintaining such assets. Additionally, each Rep goes through annual continuing education virtually and in person to assure they are up to date on the latest technologies and service offerings. Garland's Vertical Market Segregation is focused on building exterior waterproofing and roofing products and services.</p> <p>The State of Ohio has 11 territory managers, including two regional managers. These direct sales personnel are fully supported by corporate resources in our Cleveland office, including AP, customer service, marketing, IT, R&D, product management, and many other departments.</p> <p>Every Garland territory manager is able to provide material-only and turnkey projects integrating any of the offerings in Attachment B – Cost Proposal, as well as offerings from any of the Garland Industries subsidiaries as identified in Section 2.1.2, Additional Offering.</p> <p>Please see Appendix 1, 1.3.4, OH Rep Maps (TRADE SECRET) for the names and locations of all Garland representatives serving customers in the State of Ohio.</p> |

| 5.2. Contract Implementation Strategy & Expectations | |
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| <p>5.2.1. Contract Expectation. What are your company’s expectations in the event of a contract award?</p> | <p>Garland/DBS, Inc., if awarded an Equalis/CCOG contract, will use it as its essential vehicle for public sector work in the State of Ohio. All our representatives, supported by our corporate team, will be fully educated about the contract and engaged in promoting it across the State.</p> |
| <p>5.2.2. Five (5) Year Sales Vision & Strategy. Describe your company’s vision and strategy to leverage a resulting contract with Equalis over the next five (5) years. Your response may include but is not limited to; the geographic or public sector vertical markets being targeted; your strategy for acquiring new business and retaining existing business; how the contract will be deployed with your sales team; and the time frames in which this will be completed.</p> | <p>At Garland, we trademarked the tagline “partners for the life of your building.” This sentiment captures our sales vision, and the fact that a 5-year horizon really won’t capture where we hope to take our relationships with CCOG and other Program Participants. in Ohio. Leveraging our sales process, which we call our 12-Step Blueprint (see Section 2.1.1, Service Solutions), each Ohio sales rep will seek first and foremost not to sell products, but to build relationships.</p> <p>Utilizing the Equalis Contract, our 5-year plan would be to maintain our current level of business procured through cooperative contracts within the State of OH and continue to grow that volume of business each year by providing service to more customers by marketing Garland and the benefits of the Equalis Contract. See Section 5.2.3 for sales volume goals.</p> <p>As mentioned earlier (see Section 2.1.1, Product Solutions) in this proposal, this is accomplished through our no-obligation, no-charge roof assessment, captured in our RAMP software, and delivered as a consultation with multiple options. RAMP allows a Garland rep to create “zones” within a roof. Some zones may require immediate repair, while other areas may be better candidates for restoration or replacement in future years. This approach gives CCOG and other Program Participants greater control of their capital project budgets. In many cases, our customers will keep their Garland 5-year plan as reference in their office for future year budget planning. This long-term view of a customer relationship means that while our near-term sales may suffer, within 5 years we will have cultivated trusted partnerships with many Equalis/CCOG Program Participants that will last for the life of that roofing system.</p> <p>Upon contract activation, our goal will be to share this message of the Garland approach with Equalis/CCOG Program Participants, while also educating our reps about the benefits of using the Equalis/CCOG interlocal agreement. We’ll work closely with your organization on the best ways to engage Program Participants.</p> <p>Each Garland rep has a deep understanding of the dynamics and opportunities within their own territory, and so while we will offer common resources and tools for reaching CCOG and other</p> |

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| | Program Participants, decisions on segment targeting will be handled on a rep-by-rep basis. |
| 5.2.3. Sales Objectives. What are your top line sales objectives in each of the five (5) years if awarded this contract? | <p>TRADE SECRET</p> <p>[REDACTED]</p> <p>[REDACTED]</p> |
| 6. ADMIN FEE & REPORTING | |
| 6.1. Bidder Organizational Structure & Staffing of Relationship | |
| 6.1.1. Administrative Fee. Equalis Group only generates revenue when the Winning Supplier generates revenue based on contract utilization by current and future Members. The proposed Administrative Fee for this contract is two percent (2%) based on the terms disclosed in the Attachment A – Model Administration Agreement. | <p><input checked="" type="checkbox"/> Agree to proposed Administrative Fee</p> <p><input type="checkbox"/> Negotiate Administrative Fee. Provide additional information below if you opt to negotiate.</p> |
| | Click here to provide additional information. |
| 6.1.2. Sales & Administrative Fee Reporting. Equalis Group requires monthly reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 15 th of each month. Confirm that your company will meet this reporting requirement. If not, explain why and propose an alternative time schedule for providing these reports to Equalis Group. | Garland/DBS, Inc. understands this requirement and is capable of fulfilling it. |
| 6.1.3. Self-Audit. Describe any self-audit process or program that you plan to employ to verify compliance with your proposed contract with Equalis Group. This process includes ensuring that Members obtain the correct pricing, reports reflect all sales made under the Contract, and Winning Supplier remit the proper admin fee to Equalis. | <p>Our ERP system is our mechanism for delivering the correct material pricing to any customer. A code will be created for the Equalis/CCOG contract. All jobs/orders placed through the contract will be assigned that code. This system will ensure that the correct pricing is always applied.</p> <p>All reporting will be tied to this same code to ensure that all jobs placed through the Equalis/CCOG contract are captured.</p> |

PROPOSAL FORM 2: COST PROPOSAL

TRADE SECRET

A template for the Cost Proposal has been included as **Attachment B** and must be uploaded as a separate attachment to a Bidder's proposal submission. Bidders are permitted to revise any part of the spreadsheet to the Cost Proposal to accurately reflect the column titles, details, discounts, pricing categories of products, services, and solutions being offered to Equalis Group Members.

Bidder's Cost Proposal must include the information requested in **Section One, Part C, Subsection 5 – Cost Proposal Pricing**.

NOTE: Cost Proposals will remain sealed and will only be opened and reviewed for those Bidders that meet the minimum Technical Proposal score threshold as described in in **Section One, Part C, Subsection 6.2 - Evaluation and Scoring of Proposals**.

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PROPOSAL FORM 3: DIVERSITY VENDOR CERTIFICATION PARTICIPATION

Diversity Vendor Certification Participation - It is the policy of some Members participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disable veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

a. Minority Women Business Enterprise

Respondent certifies that this firm is an MWBE: Yes X No

List certifying agency: [Click or tap here to enter text.](#)

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (“DBE”)

Respondent certifies that this firm is a SBE or DBE: Yes X No

List certifying agency: [Click or tap here to enter text.](#)

c. Disabled Veterans Business Enterprise (DVBE)

Respondent certifies that this firm is an DVBE: Yes X No

List certifying agency: [Click or tap here to enter text.](#)

d. Historically Underutilized Businesses (HUB)

Respondent certifies that this firm is an HUB: Yes X No

List certifying agency: [Click or tap here to enter text.](#)

e. Historically Underutilized Business Zone Enterprise (HUBZone)

Respondent certifies that this firm is an HUBZone: X Yes No

List certifying agency: [See attached map](#) [Click or tap here to enter text.](#)

f. Other

Respondent certifies that this firm is a recognized diversity certificate holder: Yes X No

List certifying agency: [Click or tap here to enter text.](#)

PROPOSAL FORM 4: CERTIFICATIONS AND LICENSES

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Bidder to provide the products and services included in their proposal which can include, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable

Please also list and include copies of any certificates you hold that would show value for your response not already included above.

See **1.3.7, Appendix 2, OH License.zip**.

PROPOSAL FORM 5: UNRESOLVED FINDINGS FOR RECOVERY

O.R.C. Chapter 9.24 prohibits CCOG from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery, if such finding for recovery is “unresolved” at the time of award. By submitting a proposal, a Bidder warrants that it is not now, and will not become, subject to an “unresolved” finding for recovery under **O.R.C. Chapter 9.24** prior to the award of any contract arising out of this RFP, without notifying CCOG of such finding. The Proposal Review Team will not evaluate a proposal from any Bidder whose name, or the name of any of the subcontractors proposed by the Bidder, appears on the website of the Auditor of the State of Ohio as having an “unresolved” finding for recovery.

Is your company the subject of any unresolved findings for recoveries?

Yes

X No

PROPOSAL FORM 6: MANDATORY DISCLOSURES

1. *Mandatory Contract Performance Disclosure.*

Disclose whether your company's performance and/or the performance of any of the proposed subcontractor(s) under contracts for the provision of products and services that are the same or similar to those to be provided for the Program which is the subject of this RFP has resulted in any formal claims for breach of those contracts. For purposes of this disclosure, "**formal claims**" means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. For any such claims disclosed, fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration, or mediation regarding those claims, including terms of any settlement. While disclosure of any formal claims will not automatically disqualify a Bidder from consideration, at the sole discretion of Equalis Group, such claims and a review of the background details may result in a rejection of a Bidder's proposal. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.

Provide statement here. [Please reference Section 1.2.3](#)

2. *Mandatory Disclosure of Governmental Investigations.*

Indicate whether your company and/or any of the proposed subcontractor(s) has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to your company's performance of services similar to those described in this RFP. If any such instances are disclosed, Bidders must fully explain, in detail, the nature of the governmental action, the allegations that led to the governmental action, and the results of the governmental action including any legal action that was taken against the Bidder by the governmental agency. While disclosure of any governmental action will not automatically disqualify a Bidder from consideration, such governmental action and a review of the background details may result in a rejection of the Bidder's proposal at Group's sole discretion. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.

Provide statement here. [Garland/DBS, Inc. has no governmental investigations to report.](#)

PROPOSAL FORM 7: DEALER, RESELLER, AND DISTRIBUTOR AUTHORIZATION

CCOG allows Suppliers to authorize dealers, distributors, and resellers to sell the products and services made available through, and consistent with the Terms and Conditions set forth in, the Master Agreement. If Supplier intends to authorize their dealers, distributors, or resellers access to the Master Agreement in the event of a contract award Supplier must provide a list, either in the form of a document or a weblink, to identify those organizations who are being authorized access to the Master Agreement.

Will the Supplier authorize dealers, distributors, resellers access to Master Agreement?

- Yes
 No

If yes, how will Supplier disclose which organization(s) will have access to the Master Agreement? This list can be updated from time to time upon CCOG's approval.

Bidder Response: Click or tap here to enter text.

PROPOSAL FORM 8: MANDATORY SUPPLIER & PROPOSAL CERTIFICATIONS

CCOG may not enter into contracts with any suppliers who have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Bidders responding to any CCOG RFP MUST certify that they are NOT ineligible by signing each of the statements below. **Failure to provide proper affirming signature on any of these statements will result in a Bidder's proposal being deemed nonresponsive to this RFP.**

I, Brian Lambert, hereby certify and affirm that Garland/DBS, Inc., has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes.

AND

I, Brian Lambert, hereby certify and affirm that Garland/DBS, Inc., is in compliance with all federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act and the Ohio Bureau of Employment Services and the following:

- Not penalized or debarred from any public contracts or falsified certified payroll records or any other violation of the Fair Labor Standards Act in the last three (3) years;
- Not found to have violated any worker's compensation law within the last three (3) years;
- Not violated any employee discrimination law within the last three (3) years;
- Not have been found to have committed more than one (1) willful or repeated OSHA violation of a safety standard (*as opposed to a record keeping or administrative standard*) in the last three (3) years;
- Not have an Experience Modification Rating of greater than 1.5 (a penalty-rated employer) with respect to the Bureau of Workers' Compensation risk assessment rating; and
- Not have failed to file any required tax returns or failed to pay any required taxes to any governmental entity within the past three (3) years.


AND

I, Brian Lambert, hereby certify and affirm that Garland/DBS, Inc., is not on the list established by the Ohio Secretary of State, pursuant to **ORC Section 121.23**, which identifies persons and businesses with more than one unfair labor practice contempt of court finding against them.

AND

I, Brian Lambert, hereby certify and affirm that Bidder Name either is not subject to a finding for recovery under **ORC Section 9.24**, or has taken appropriate remedial steps required under that statute to resolve any findings for recovery, or otherwise qualifies under that section to enter into contracts with CCOG.

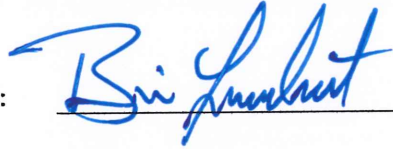
I, Brian Lambert, hereby affirm that this proposal accurately represents the capabilities and qualifications of Garland/DBS, Inc., and I hereby affirm that the cost(s) proposed to CCOG for the performance of services and/or provision of goods covered in this proposal in response to this CCOG RFP is a firm fixed price structure as described in the Cost Proposal, inclusive of all incidental as well as primary costs. (*Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal.*)


Brian Lambert
Garland/DBS, Inc.
General Manager

PROPOSAL FORM 9: CLEAN AIR ACT & CLEAN WATER ACT

The Bidder is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Authorized signature:



Printed Name:

Brian Lambert

Company Name:

Garland/DBS, Inc.

Mailing Address:

3800 E. 91st Street, Cleveland, OH 44105

Email Address:

blambert@garlandind.com

Job Title:

General Manager

PROPOSAL FORM 10: DEBARMENT NOTICE

I, the Bidder, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

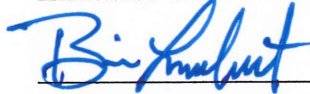
Respondents Name:

Brian Lambert

Mailing Address:

3800 E. 91st Street, Cleveland, OH 44105

Signature



Title of Signatory:

General Manager

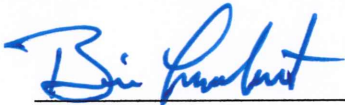
PROPOSAL FORM 11: LOBBYING CERTIFICATIONS

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, on behalf of Bidder that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding one hundred thousand dollars (\$100,000) in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Signature:



Date:

6/22/2022

PROPOSAL FORM 12: CONTRACTOR CERTIFICATION REQUIREMENTS

1. Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.


Contractor shall comply with governing board policy of the CCOG Participating entities in which work is being performed.

2. Fingerprint & Criminal Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.


The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Signature:  _____
Date: 6/22/2022

PROPOSAL FORM 13: BOYCOTT CERTIFICATION

Bidder must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Does Bidder agree? [Click or tap here to enter text.](#) 
(Initials of Authorized Representative)

PROPOSAL FORM 14: FEDERAL FUNDS CERTIFICATION FORMS

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements).

All bidders submitting proposals must complete this Federal Funds Certification Form regarding bidder's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to Members for their use while considering their purchasing options when using federal grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, respondent should certify their agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a Bidder fails to complete any item in this form, CCOG will consider the respondent's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

1. *Supplier Partner Violation or Breach of Contract Terms*

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

Any contract award will be subject to Terms and Conditions of the Master Agreement, as well as any additional terms and conditions in any purchase order, participating agency ancillary contract, or Member construction contract agreed upon by Supplier Partner and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the CCOG Terms and Conditions.

The remedies under the contract are in addition to any other remedies that may be available under law or in equity. By submitting a proposal, you agree to these Supplier Partner violation and breach of contract terms.

Does Bidder agree? [Click or tap here to enter text](#) 
(Initials of Authorized Representative)

2. *Termination for Cause or Convenience*

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of ten thousand dollars (\$10,000) resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Bidder will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does Bidder agree? [Click or tap here to enter text.](#)
(Initials of Authorized Representative)

3. **Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Supplier Partner agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Supplier Partner agrees that it shall comply with such provision.

Does Bidder agree? [Click or tap here to enter text.](#)
(Initials of Authorized Representative)

BL

4. **Davis-Bacon Act**

When required by Federal program legislation, Supplier Partner agrees that, for all participating agency prime construction contracts/purchases in excess of two thousand dollars (\$2,000), Supplier Partner shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Supplier Partner is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Supplier Partner shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Supplier Partner agrees that, for any purchase to which this requirement applies, the award of the purchase to the Supplier Partner is conditioned upon Supplier Partner's acceptance of the wage determination.

Supplier Partner further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Supplier Partner or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does Bidder agree? [Click or tap here to enter text.](#)
(Initials of Authorized Representative)

BL

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency contracts or purchases in excess of one hundred thousand dollars (\$100,000) that involve the employment of mechanics or laborers, Supplier Partner agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Supplier Partner is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does Bidder agree? [Click or tap here to enter text.](#) **BL**
(Initials of Authorized Representative)

6. Right to Inventions Made Under a Contract or Agreement

If the participating agency’s Federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Supplier Partner agrees to comply with the above requirements when applicable.

Does Bidder agree? [Click or tap here to enter text.](#) **BL**
(Initials of Authorized Representative)

7. Clean Air Act and Federal Water Pollution Control Act

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

When required, Supplier Partner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does Bidder agree? [Click or tap here to enter text.](#) **BL**
(Initials of Authorized Representative)

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689

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

Supplier Partner certifies that Supplier Partner is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier Partner further agrees to immediately notify the Cooperative and all Members with pending purchases or seeking to purchase from Supplier Partner if Supplier Partner is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does Bidder agree? [Click or tap here to enter text.](#) **BL**
(Initials of Authorized Representative)

9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 USC 1352) – Supplier Partners that apply or bid for an award exceeding one hundred thousand dollars (\$100,000) must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Supplier Partner agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does Bidder agree? [Click or tap here to enter text.](#) **BL**
(Initials of Authorized Representative)

10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Supplier Partner agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency maybe required to confirm estimates and otherwise comply. The requirements of Section 6002 includes procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$10,000); procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does Bidder agree? [Click or tap here to enter text.](#) **BL**
(Initials of Authorized Representative)

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of one hundred fifty thousand dollars (\$150,000), a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a participating agency, Supplier Partner agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Supplier Partner agrees that the total price, including

profit, charged by Supplier Partner to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Supplier Partner's Group Purchasing Agreement.

Does Bidder agree? [Click or tap here to enter text.](#) **BL**
(Initials of Authorized Representative)

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does Bidder agree? [Click or tap here to enter text.](#) **BL**
(Initials of Authorized Representative)

13. Domestic preferences for procurements

For participating agency purchases utilizing Federal funds, Bidder agrees to provide proof, where applicable, that the materials, including but not limited to, iron, aluminum, steel, cement, and other manufactured products are produced in the United States.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Does Bidder agree? [Click or tap here to enter text.](#) **BL**
(Initials of Authorized Representative)

14. General Compliance and Cooperation with Members

In addition to the foregoing specific requirements, Vendor agrees, in accepting any purchase order from a Member, it shall make a good faith effort to work with Members to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

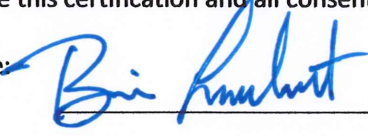
Does Bidder agree? [Click or tap here to enter text.](#) **BL**
(Initials of Authorized Representative)

15. Applicability to Subcontractors

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Bidder agree? Click or tap here to enter text **32**
(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Authorized signature: 

Printed Name: Brian Lambert
Company Name: Garland/DBS, Inc.
Mailing Address: 3800 E 91st Street, Cleveland, OH 44105
Job Title: General Manager

PROPOSAL FORM 17: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Check one of the following responses to the General Terms and Conditions in this solicitation, including the Master Agreement:

We take no exceptions/deviations to the general terms and conditions

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

✓ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

Section 2.9 of the General Terms and Conditions of the Master Agreement requires Supplier to provide notice to Equalis/CCOG of cancellation of an insurance policy at least thirty (30) days before the effective date of cancellation. Under several of its policies, the insurer has the right to terminate on thirty (30) days written notice to the Supplier, making it impossible for Supplier to comply with Section 2.9. We request a slight modification to the language in Section 2.9 to allow Supplier to provide notice of cancellation at least twenty-five (25) days prior to the cancellation. The proposed change is reflected below:

2.9. Winning Supplier Insurance. During the Term of this Master Agreement, and for two (2) years following expiration or termination of this Master Agreement, Winning Supplier, at its own expense, shall maintain and shall require that its agents, subcontractors, and suppliers engaged in Winning Supplier's performance of its duties under this Master Agreement maintain general liability insurance, workers compensation, property insurance, and automobile insurance (at a minimum, in the amount of \$1,000,000 per occurrence/\$5,000,000 annual aggregate) applicable to any claims, liabilities, damages, costs, or expenses arising out of its performance under this Master Agreement, or any Appendix, and with respect to, or arising out of, Winning Supplier's provision of Products & Services to Program Participants. CCOG, Equalis, and their respective officers, directors, employees, and agents will be named as certificate holders on Winning Supplier's related insurance policies. All such insurance policies shall incorporate a provision requiring the giving of written Notice to CCOG and Equalis at least **twenty-five (25) days** prior to the cancellation, nonrenewal, and/or material modification of any such policies. Winning Supplier shall submit to Equalis within ten (10) calendar days after the Effective Date of this Master Agreement, and prior to furnishing Products & Services to any Program Participants, valid certificates evidencing the effectiveness of the foregoing insurance policies. Winning Supplier shall provide such valid certificates on an annual basis until the terms of this section are no longer applicable.

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. CCOG shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

PROPOSAL FORM 18: EQUALIS GROUP ADMINISTRATION AGREEMENT DECLARATION

Attachment A - Sample Administration Agreement of this solicitation is for reference only. Contracting with Equalis Group and the Winning Supplier will occur after contract award.

Execution of the Administration Agreement is required for the Master Agreement to be administered by Equalis Group. **Attachment A - Sample Administration Agreement** defines i) the roles and responsibilities of both parties relating to marketing and selling the Program to current and prospective Members, and ii) the financial terms between Equalis Group and Winning Supplier.


Redlined copies of this agreement should not be submitted with the response. Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. Respondents must select one of the following options for submitting their response.

- Bidder agrees to all terms and conditions outlined in the **Attachment A - Sample Administration Agreement**.
- X Bidder wishes to negotiate directly with Equalis Group on terms and conditions outlined in the Sample Administration Agreement. Negotiations will commence after CCOG has completed contract award.

PROPOSAL FORM 19: MASTER AGREEMENT SIGNATURE FORM

BIDDERS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED FOR AWARD.

The undersigned hereby proposes and agrees to furnish Products & Services in strict compliance with the terms, specifications, and conditions contained within this RFP and the Master Agreement at the prices proposed within the submitted proposal unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Bidder and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Company Name Garland/DBS, Inc.
Address 3800 East 91st Street
City/State/Zip Cleveland, OH 44105
Phone Number 216-641-7500
Email Address blambert@garlandind.com
Printed Name Brian Lambert
Job Title General Manager
Authorized Signature 

Initial Term of the Master Agreement

Contract Effective Date: September 1, 2022
Contract Expiration Date: August 31, 2026
Contract Number: [REDACTED]

(Note: Contract Number will be applied prior to CCOG and Equalis Group countersigning.)

The Cooperative Council of Governments, Inc.
6001 Cochran Road, Suite 333
Cleveland, Ohio 44139

Equalis Group, LLC.
5550 Granite Parkway, Suite 298
Plano, Texas 75024

By: _____
Name: Scott A. Morgan
As: CCOG Board President
Date: _____

By: _____
Name: Eric Merkle
As: SVP, Procurement & Operations
Date: _____

UNITED STATES OF AMERICA
STATE OF OHIO
OFFICE OF THE SECRETARY OF STATE

I, Frank LaRose, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show GARLAND/DBS, INC., a Delaware corporation, having qualified to do business within the State of Ohio on October 1, 2012 under License No. 2140313 is currently in GOOD STANDING upon the records of this office.



Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 9th day of June, A.D. 2022.

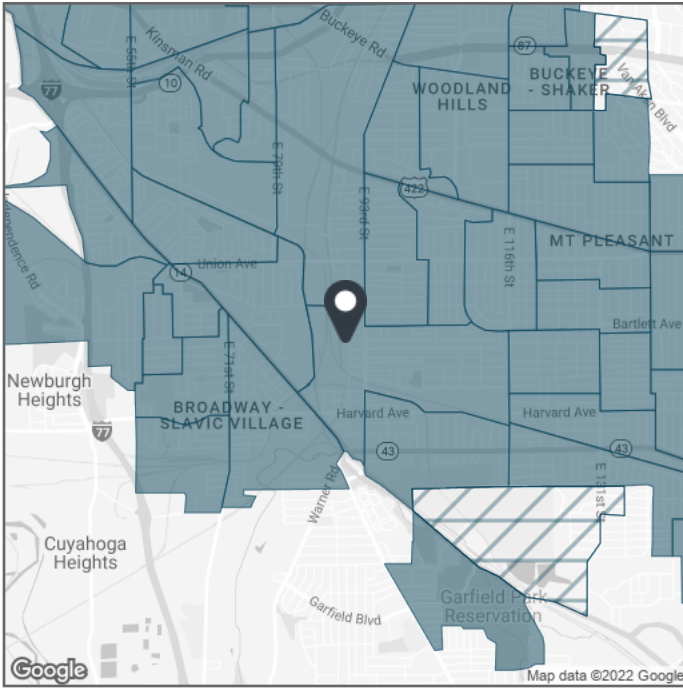
A handwritten signature in blue ink that reads "Frank LaRose".

Ohio Secretary of State

Validation Number: 202216002998

SBA HUBZone Qualification Report

[View on HUBZone Map](#)



3800 E 91st St, Cleveland, OH 44105, USA
41.455432°, -81.623896°

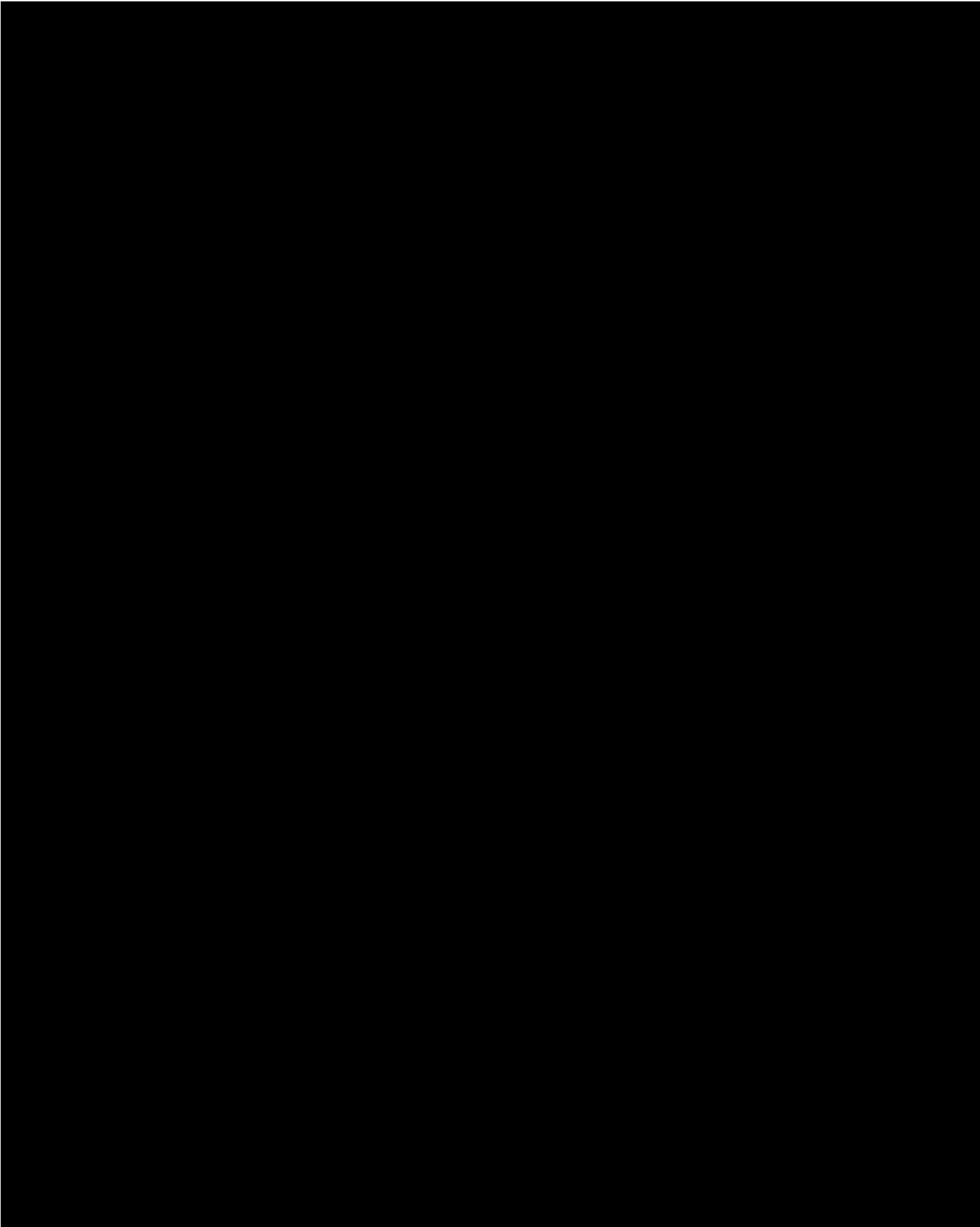


Qualified HUBZone

Census Tract

Designation Details

| Census Tract | |
|--------------|-----------------|
| Tract ID: | 39035127501 |
| County: | Cuyahoga County |
| State: | OH |

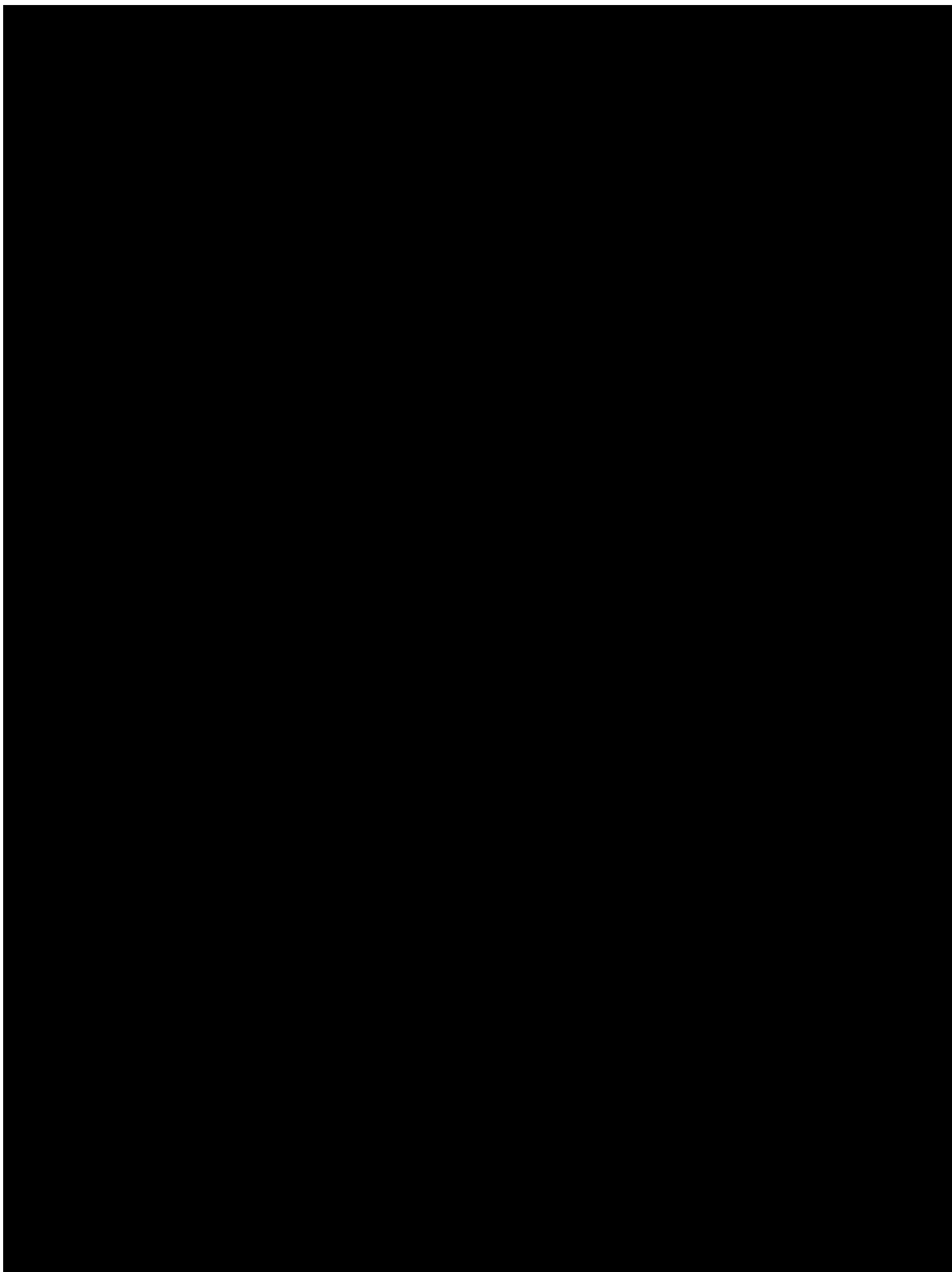


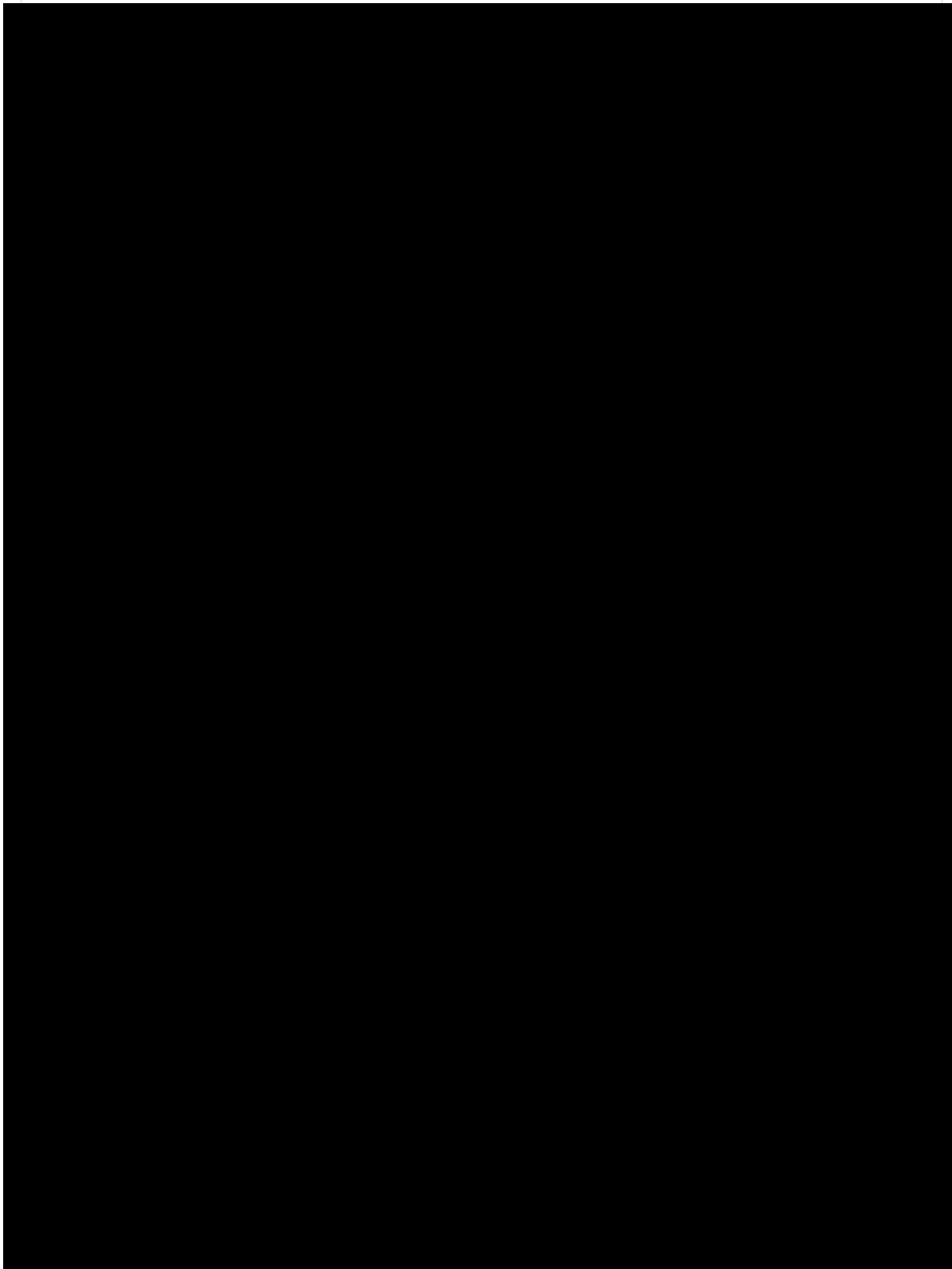
Meaden & Moore, Ltd.

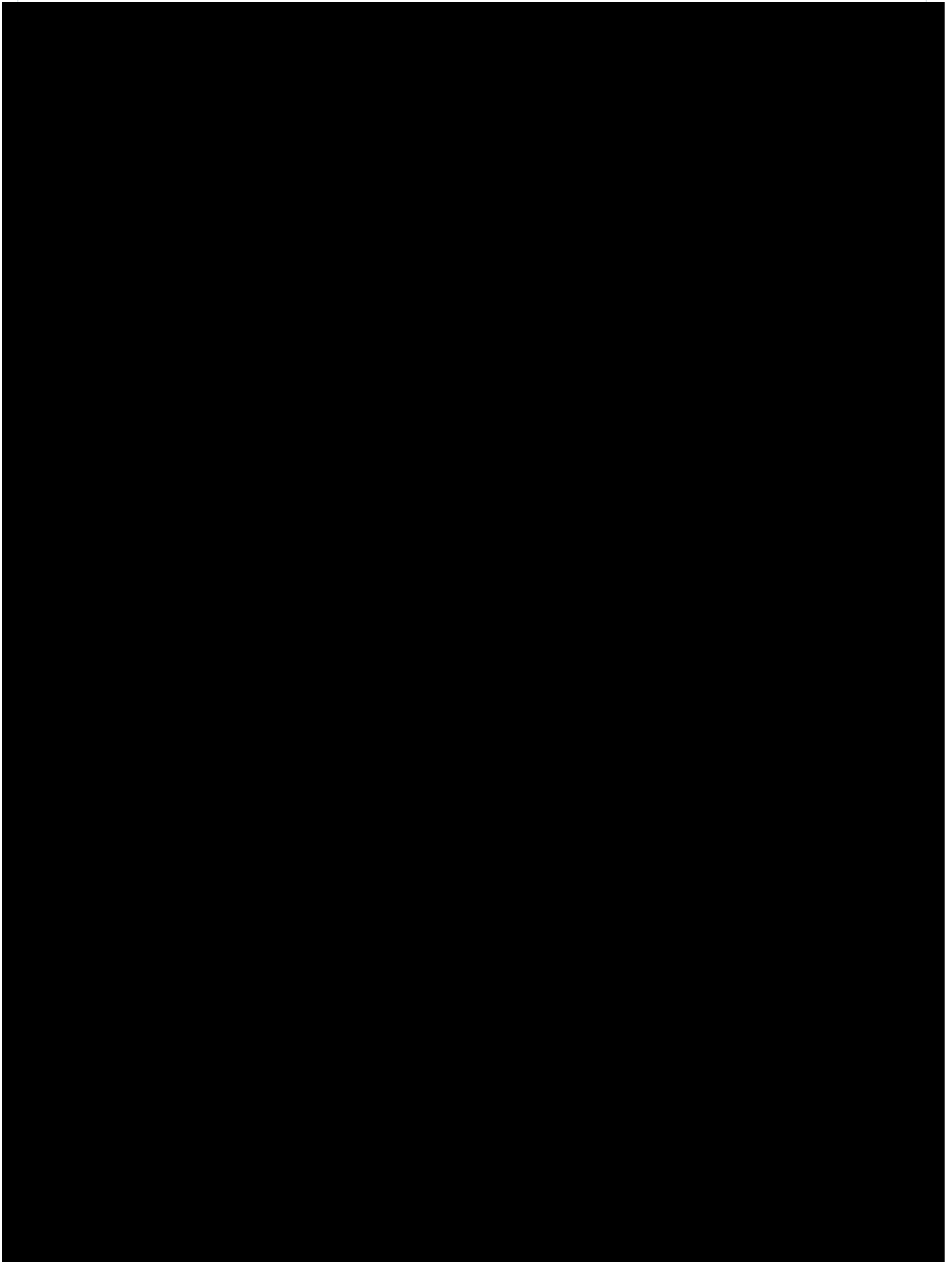
(A Meaden & Moore Company)

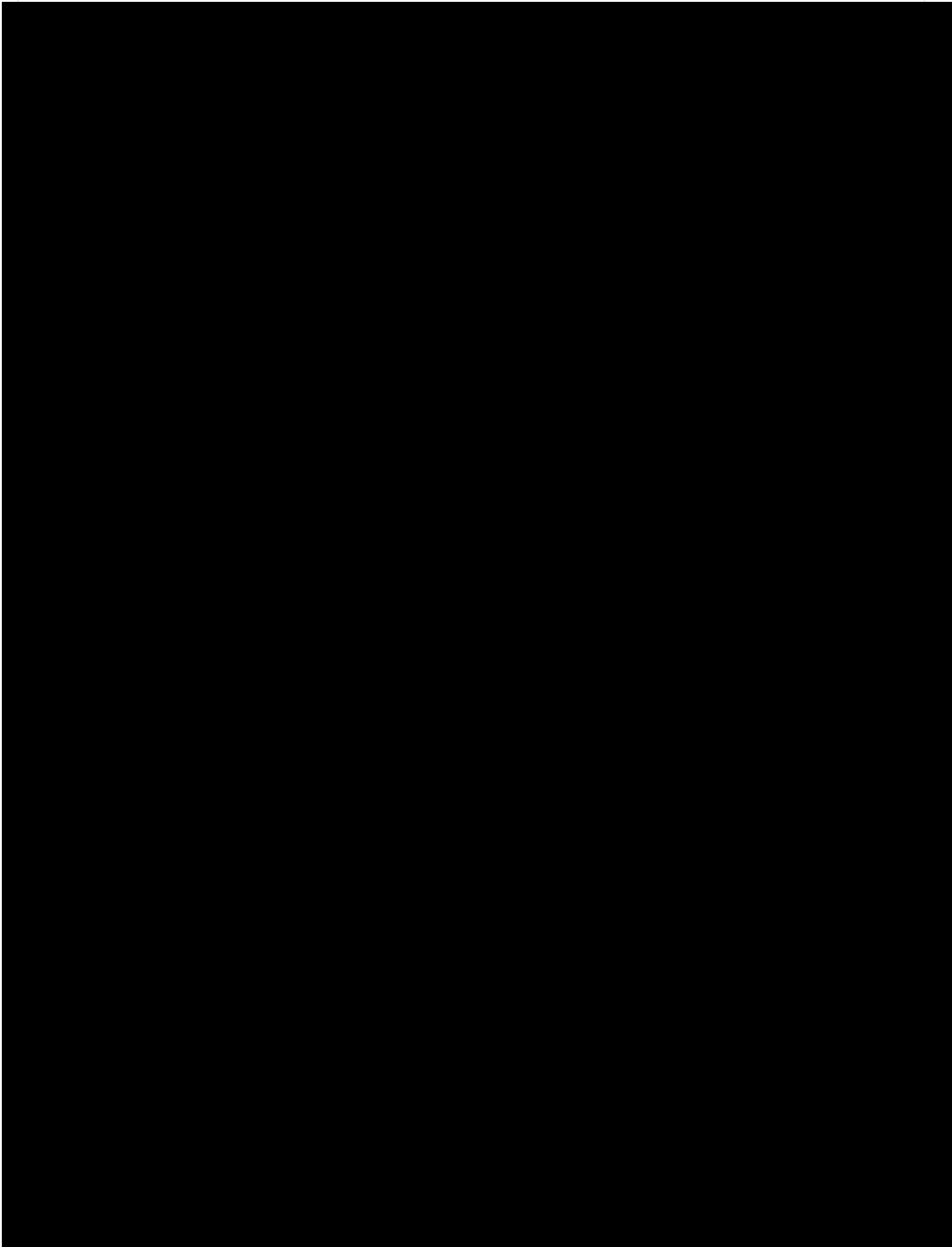
1100 Superior Avenue, Suite 1100 | Cleveland, OH 44114-2523 | P (216) 241-3272 | F (216) 771-4511 | meadenmoore.com

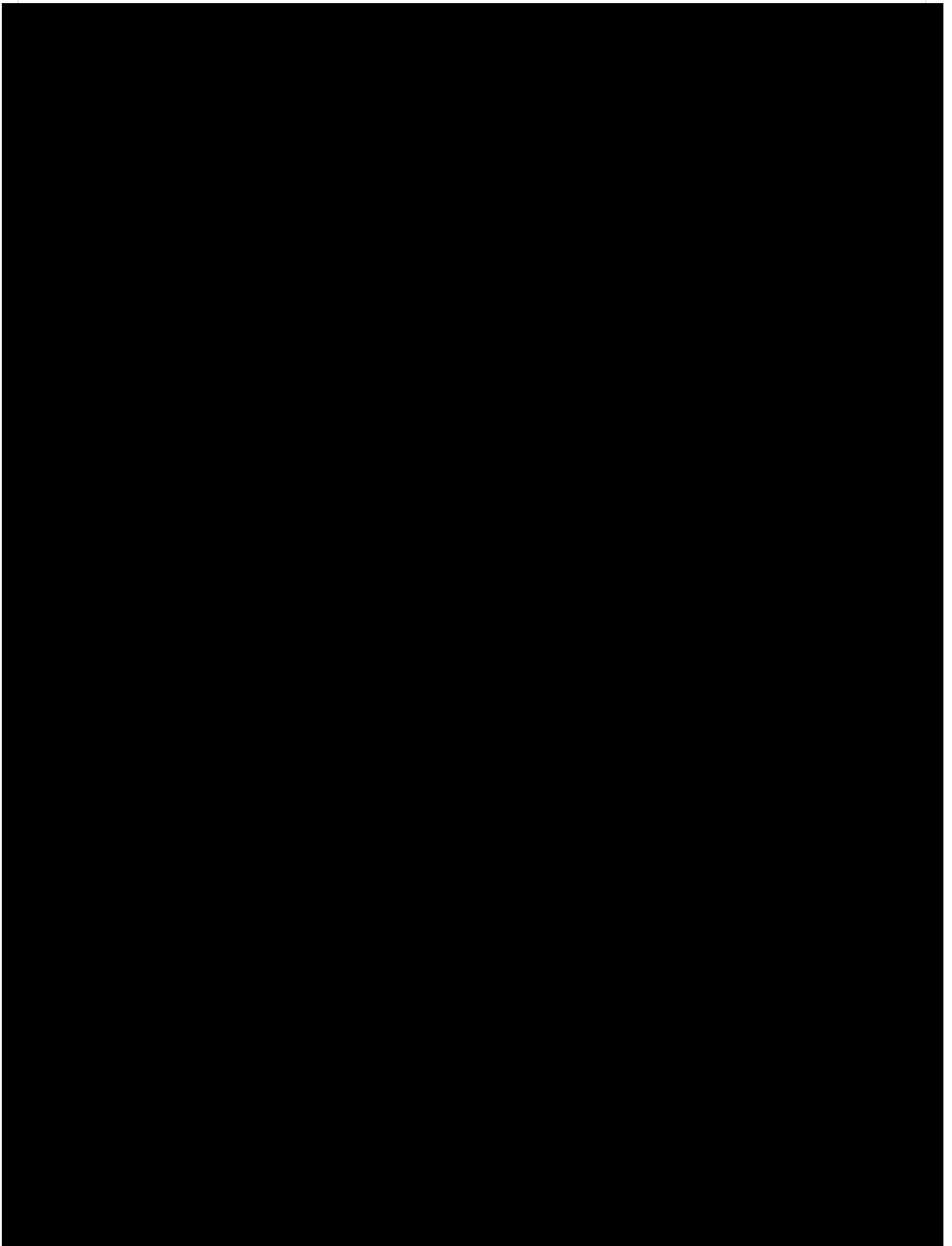
AKRON | BEACHWOOD | BOSTON | CHARLOTTE | CHICAGO | CLEVELAND | COLUMBUS
LOS ANGELES | MIAMI | NEW YORK | ORLANDO | PITTSBURGH | WOOSTER

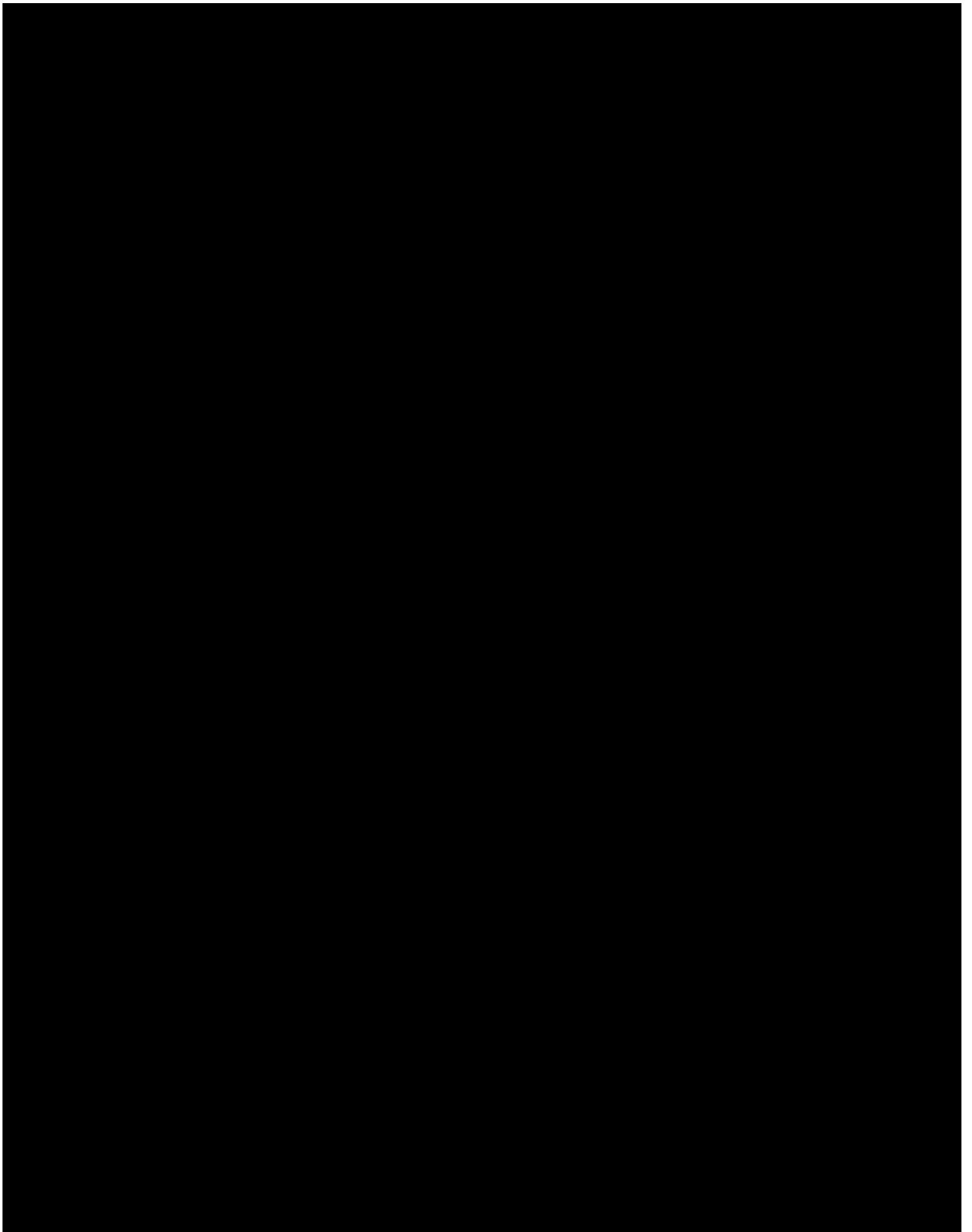


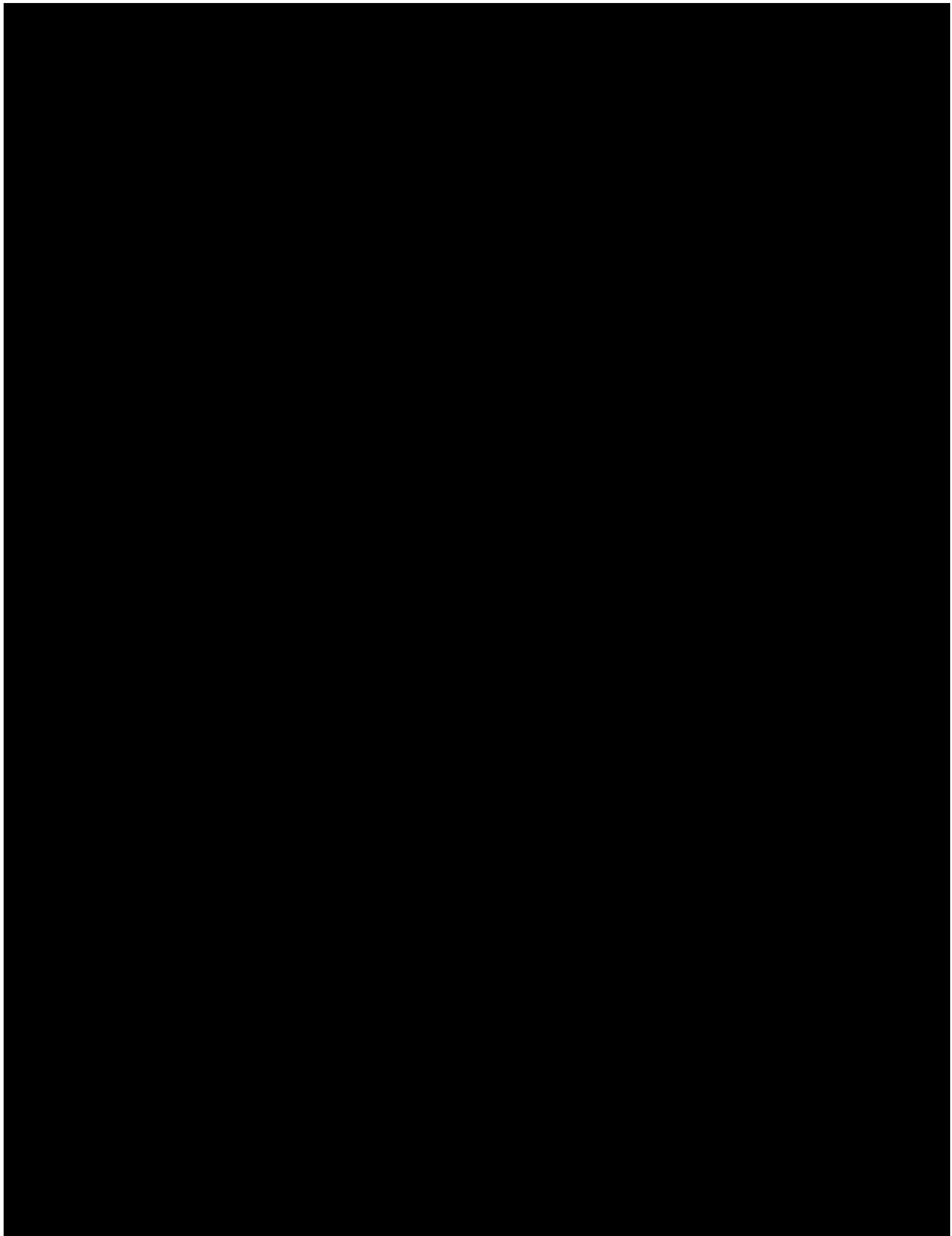




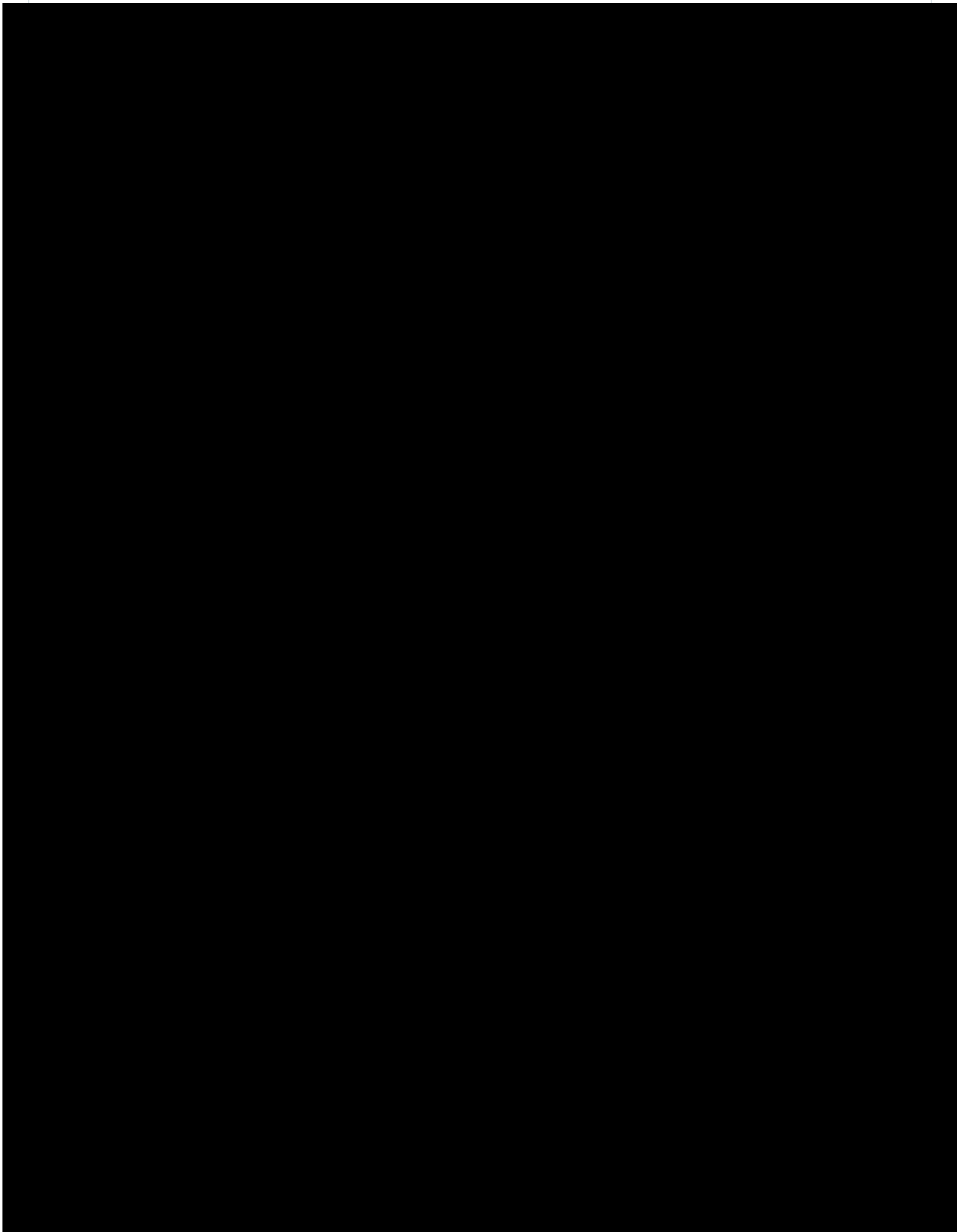


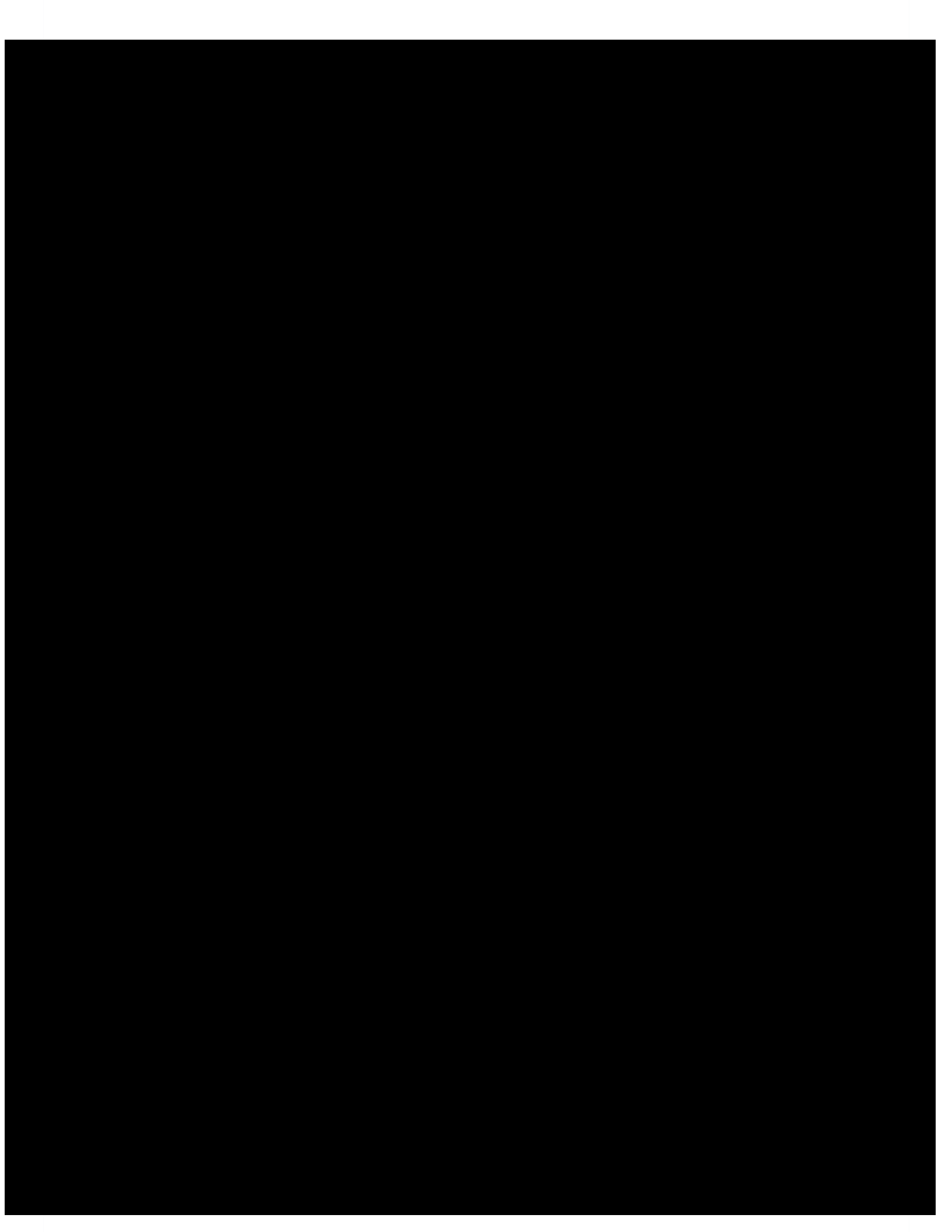


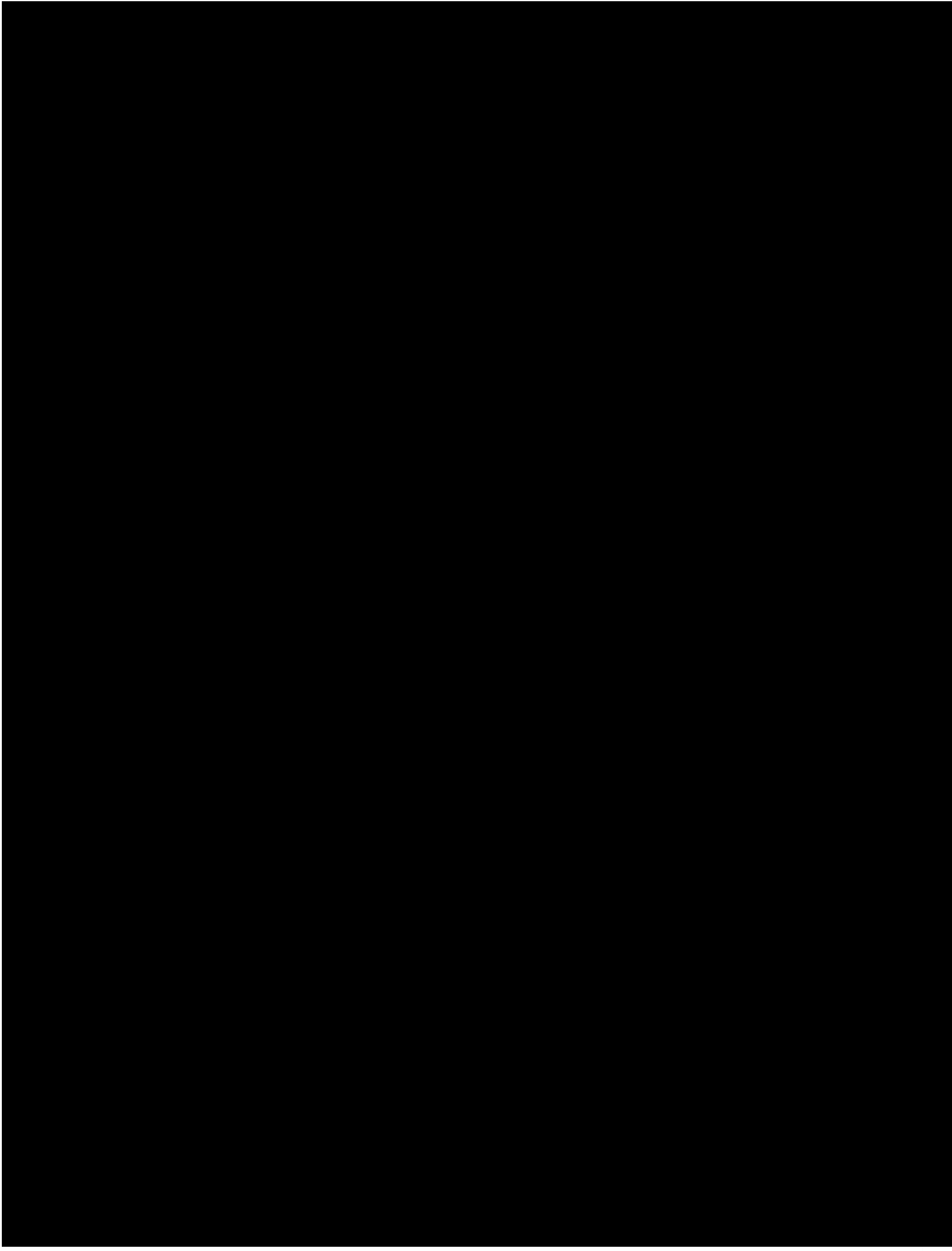


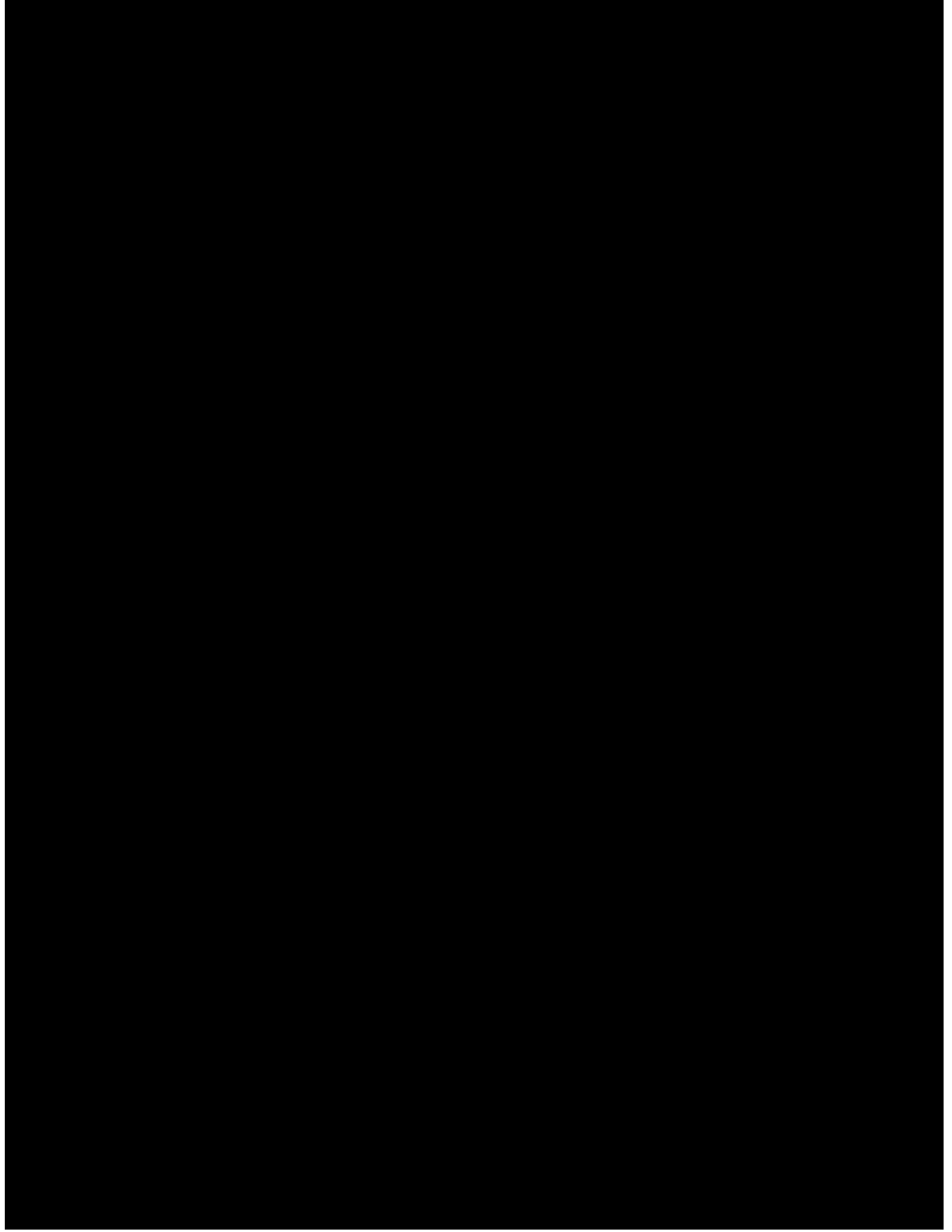


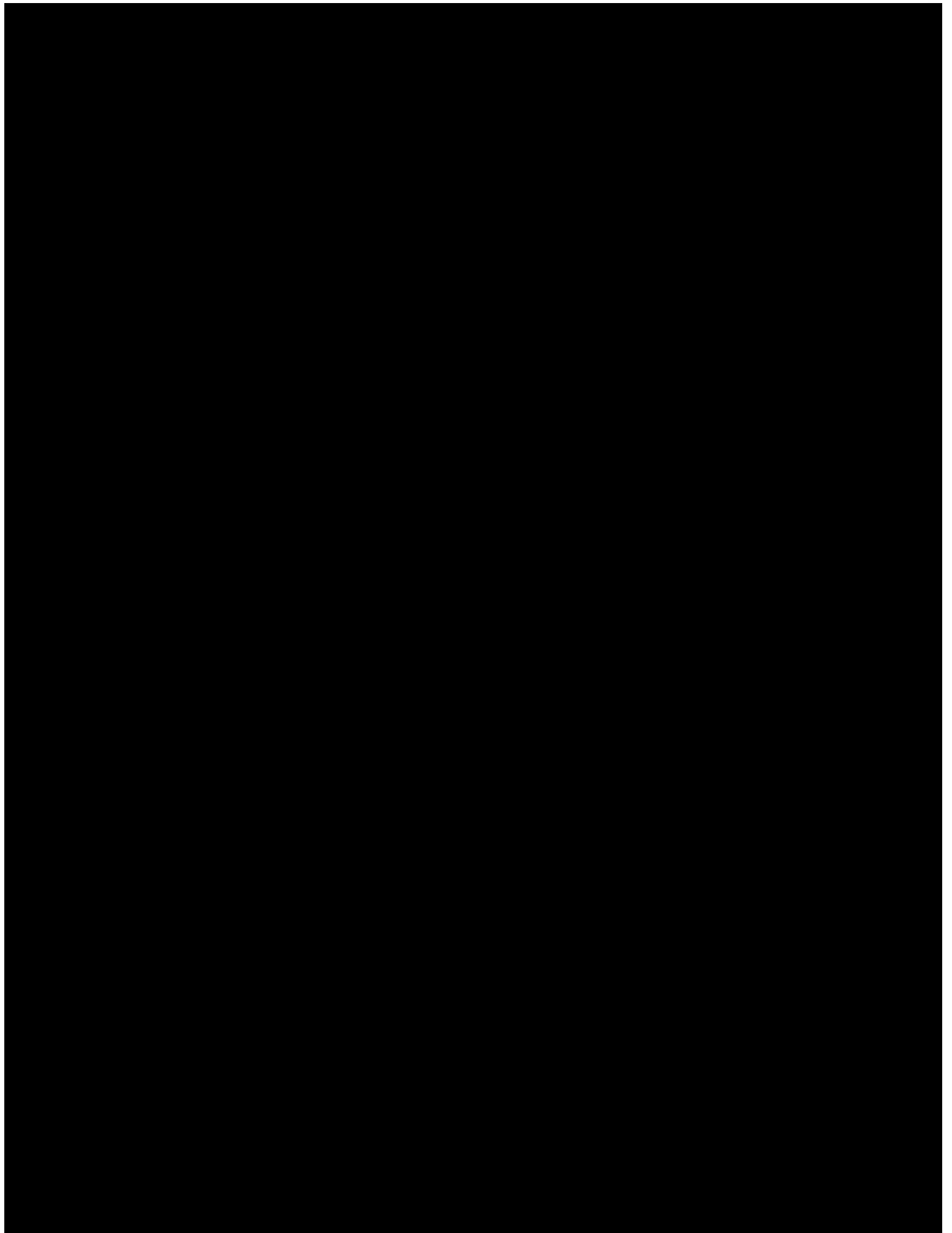
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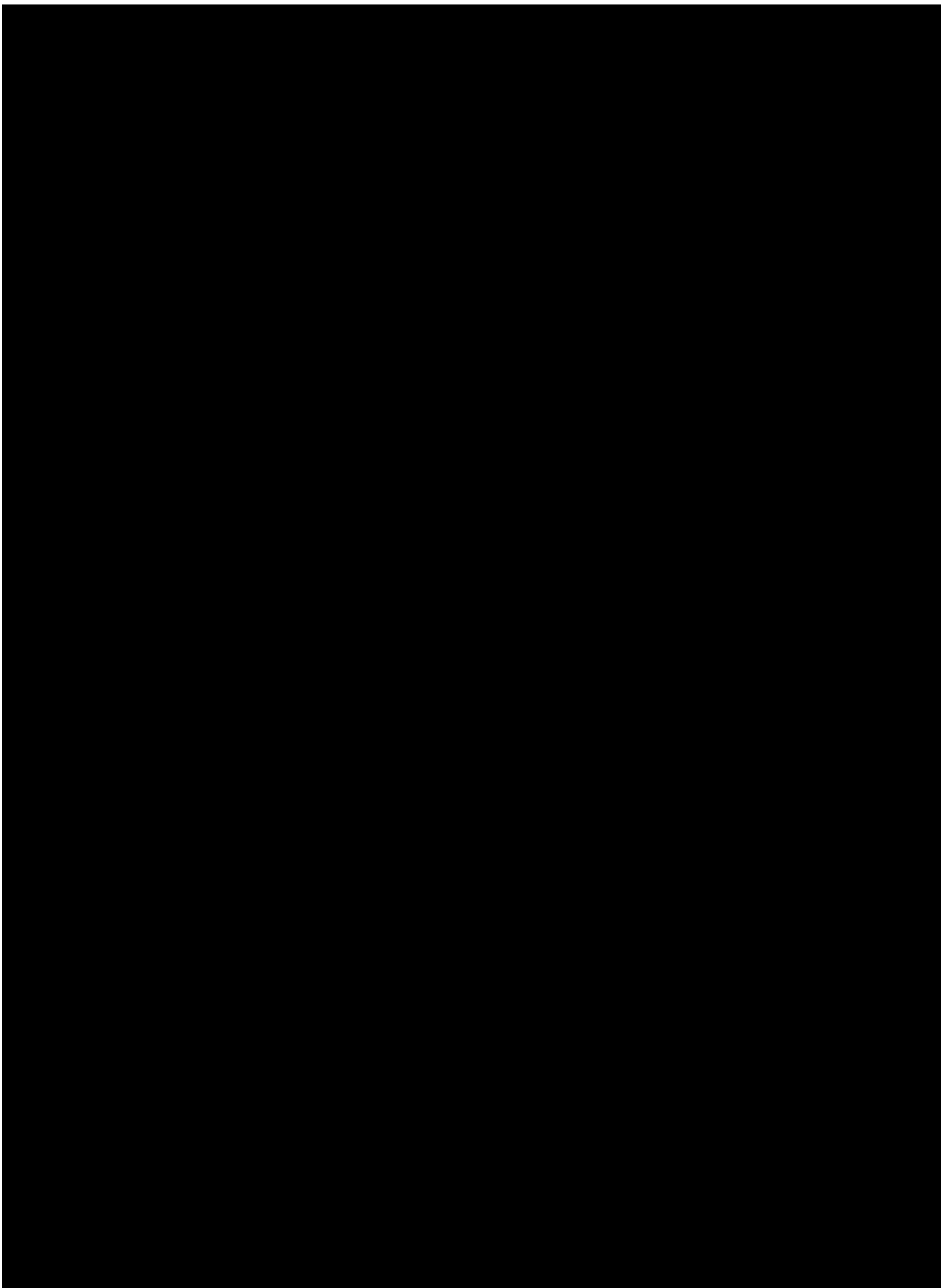


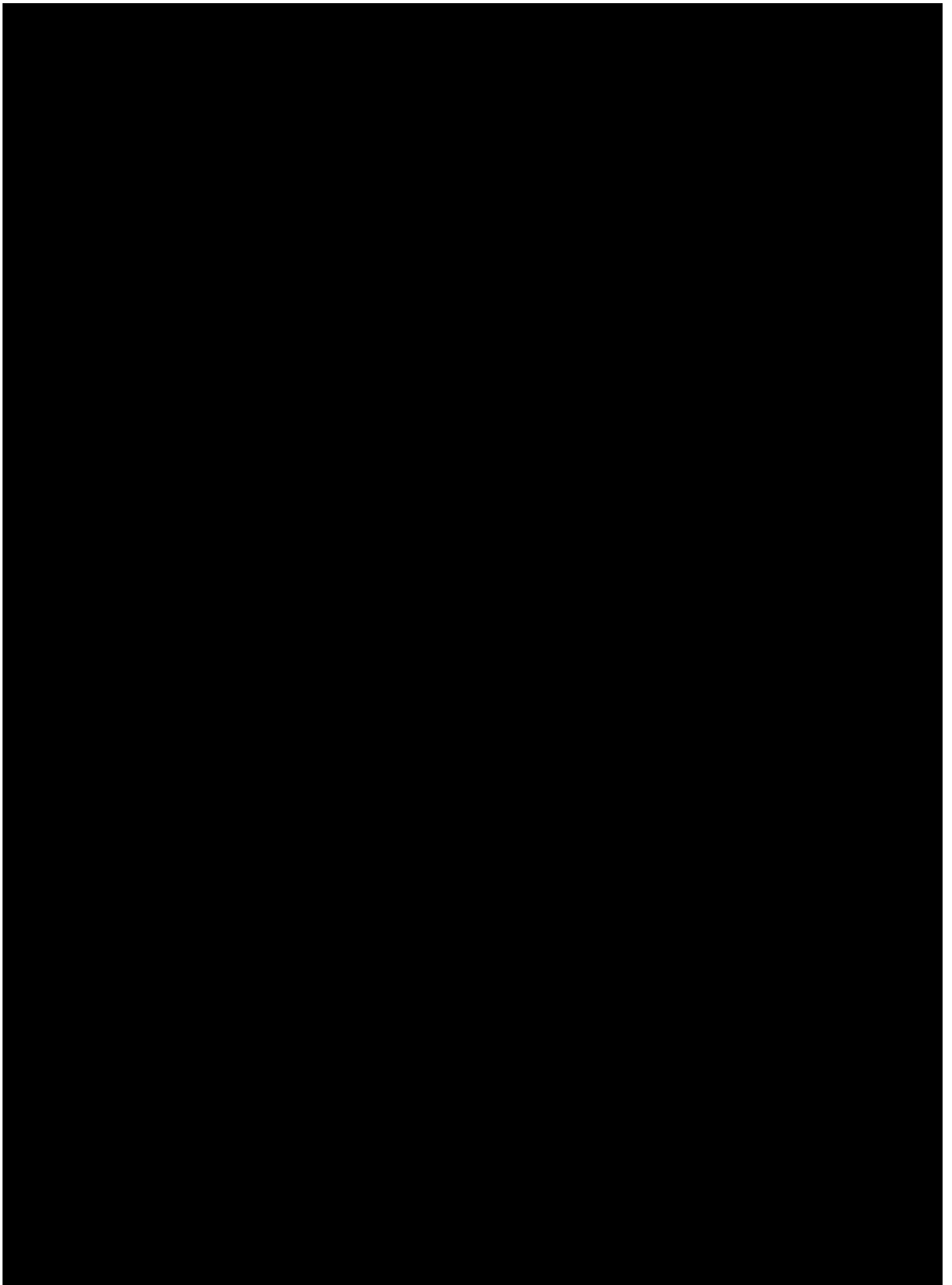


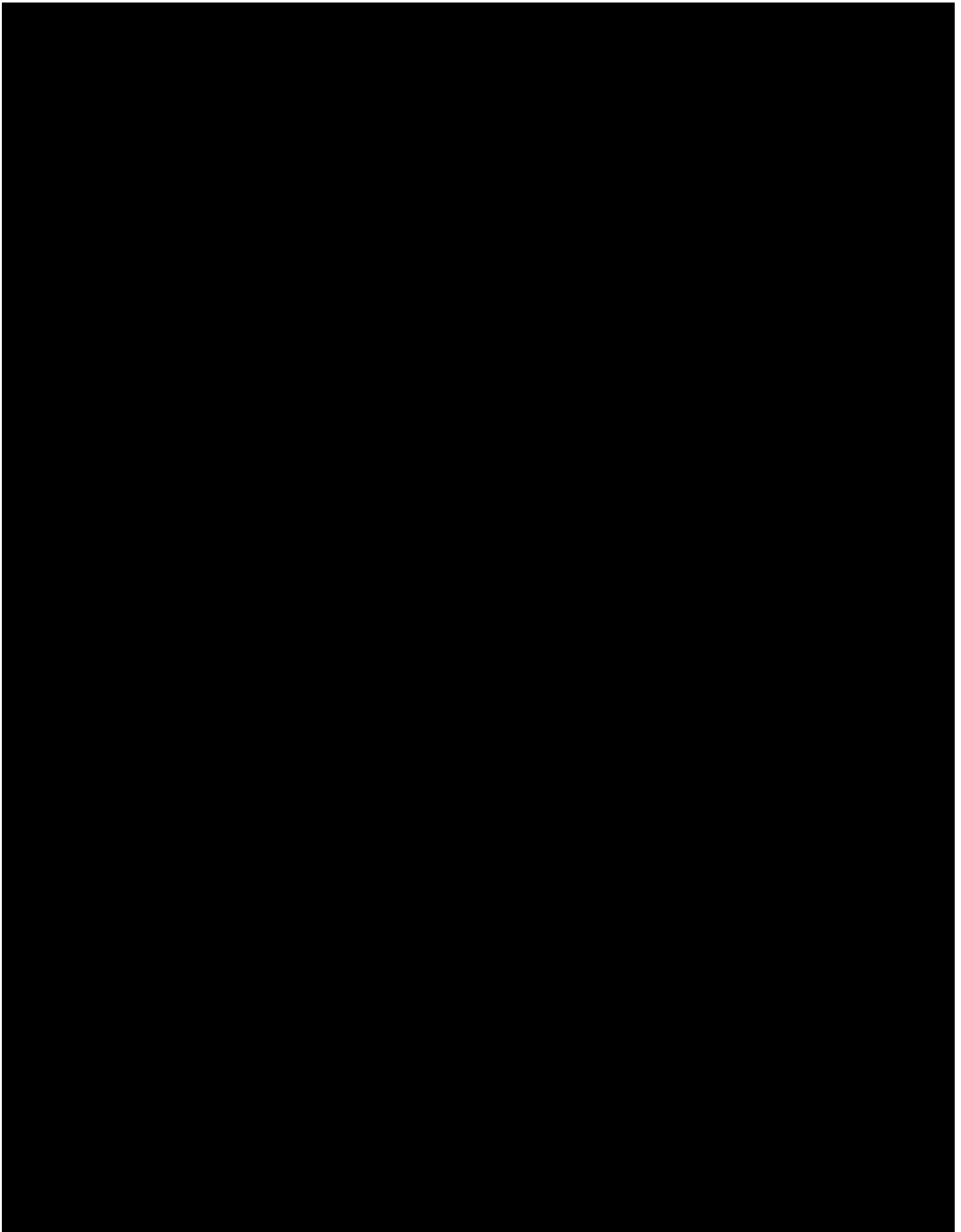


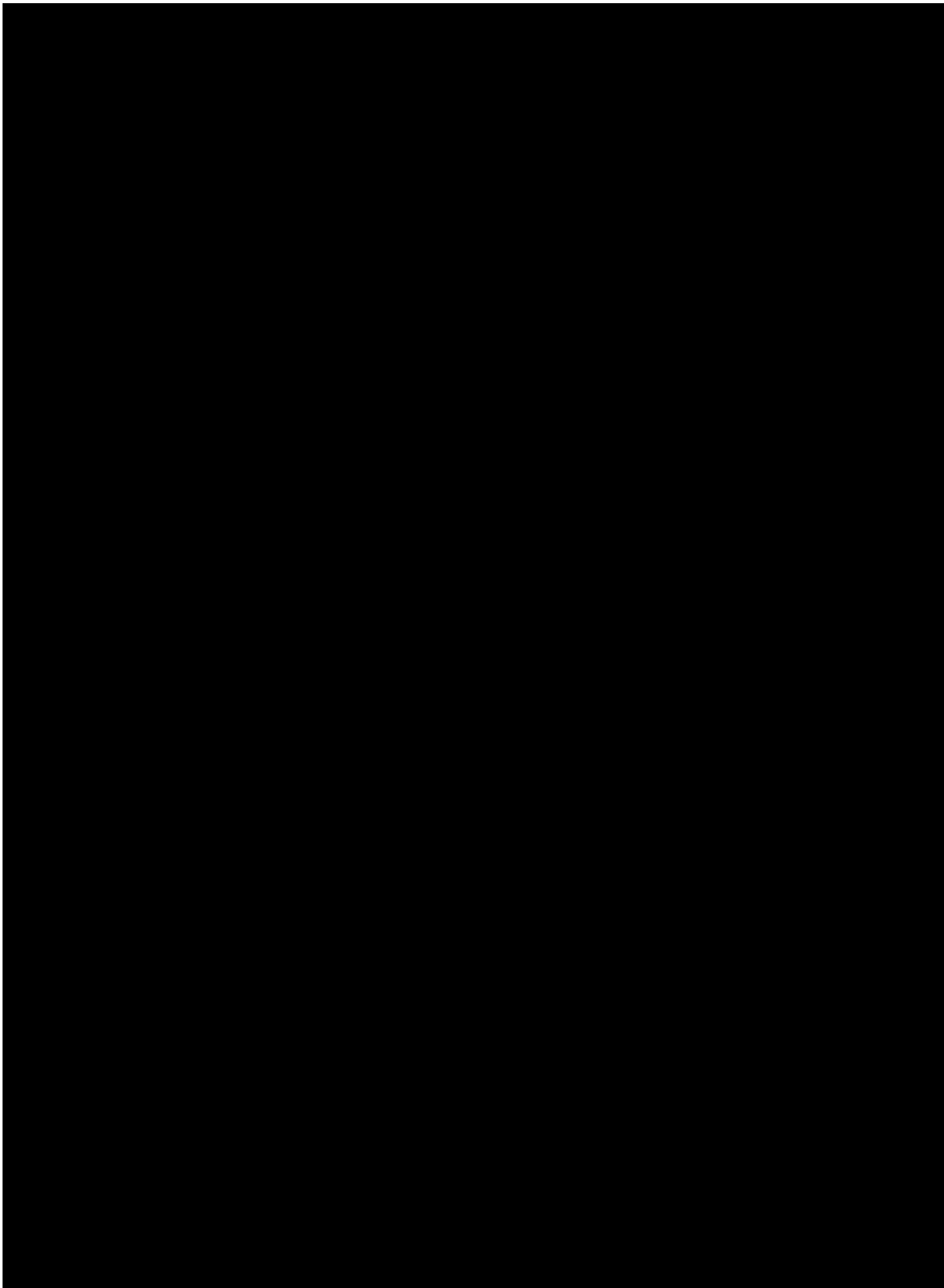


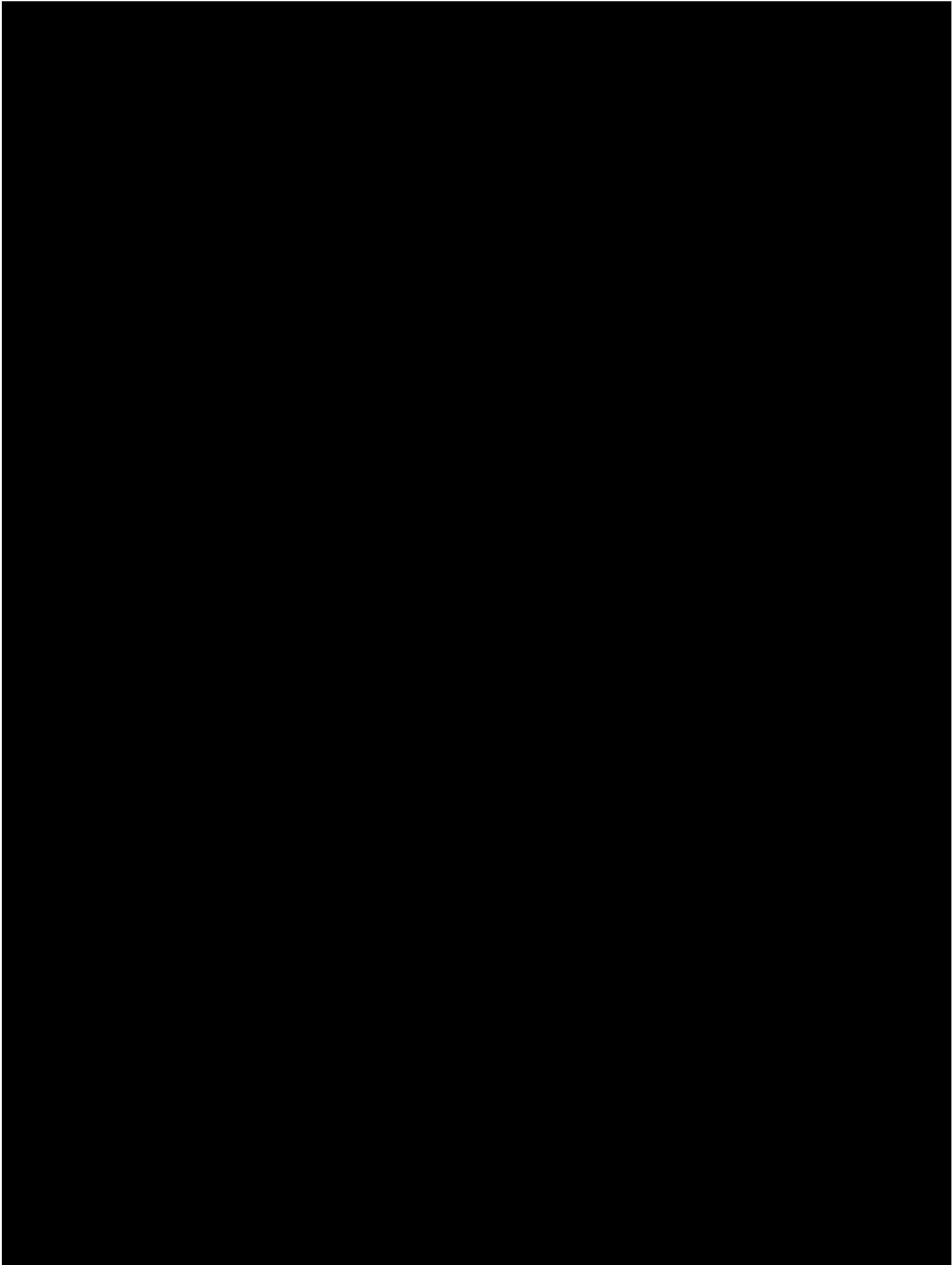


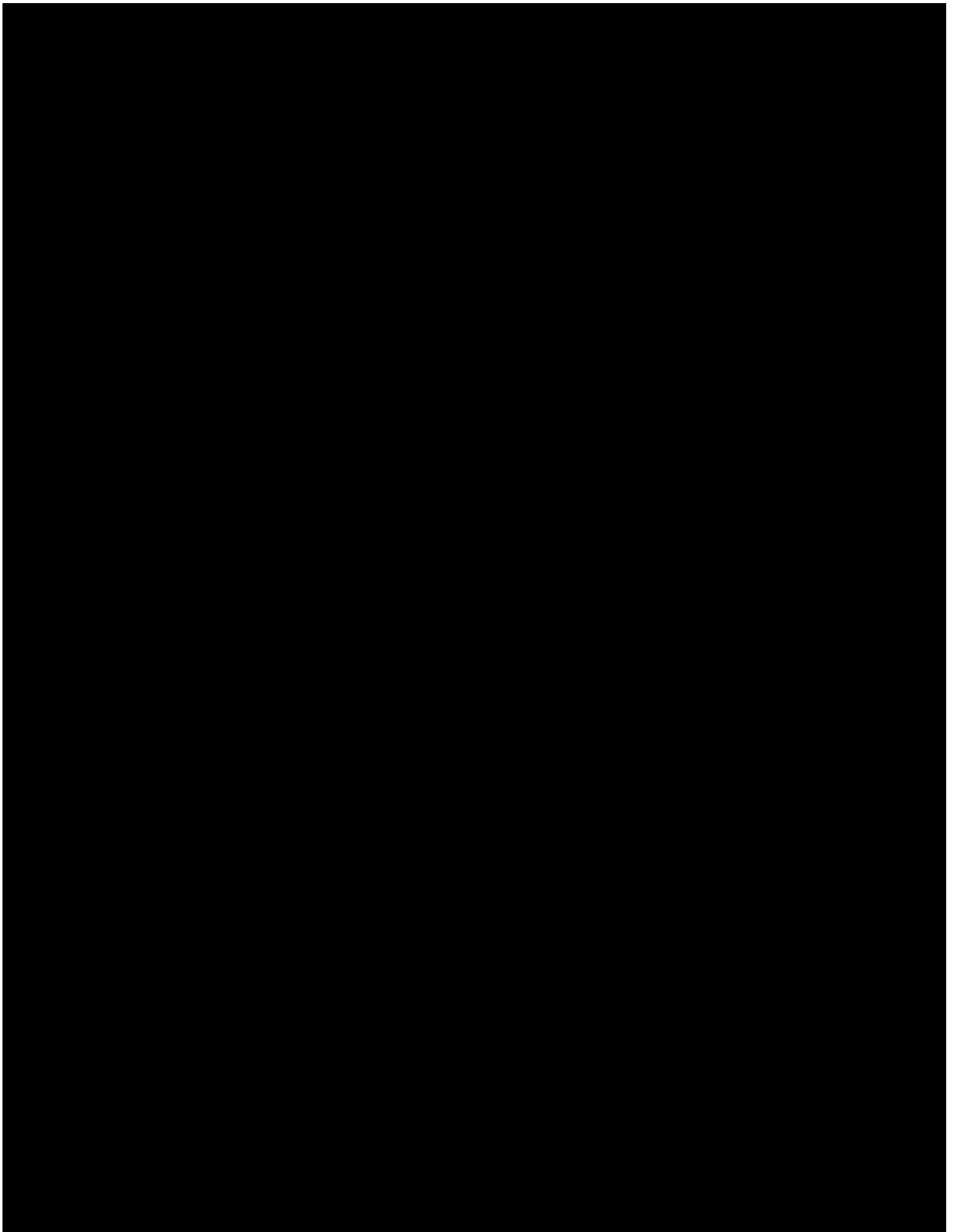


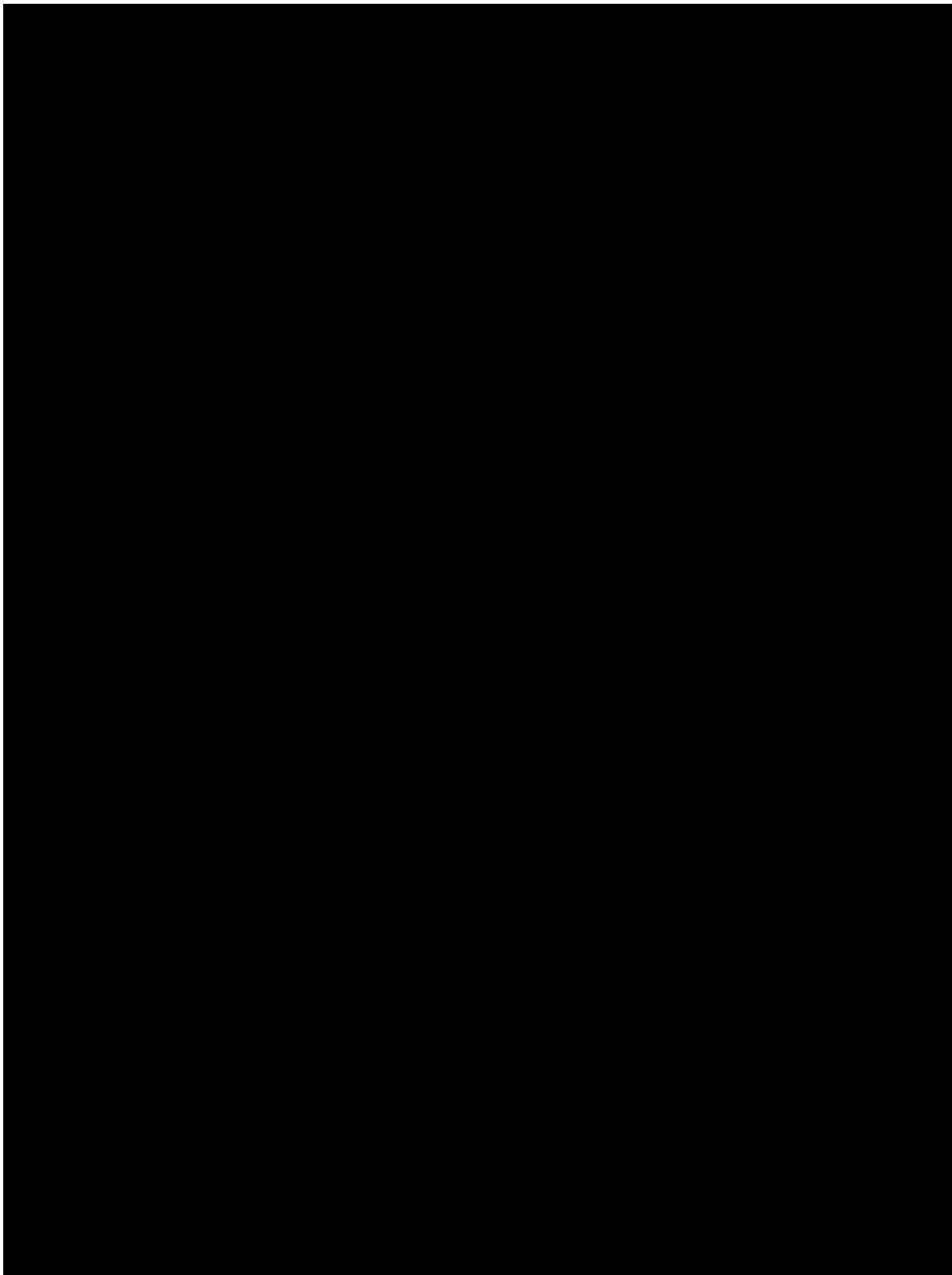




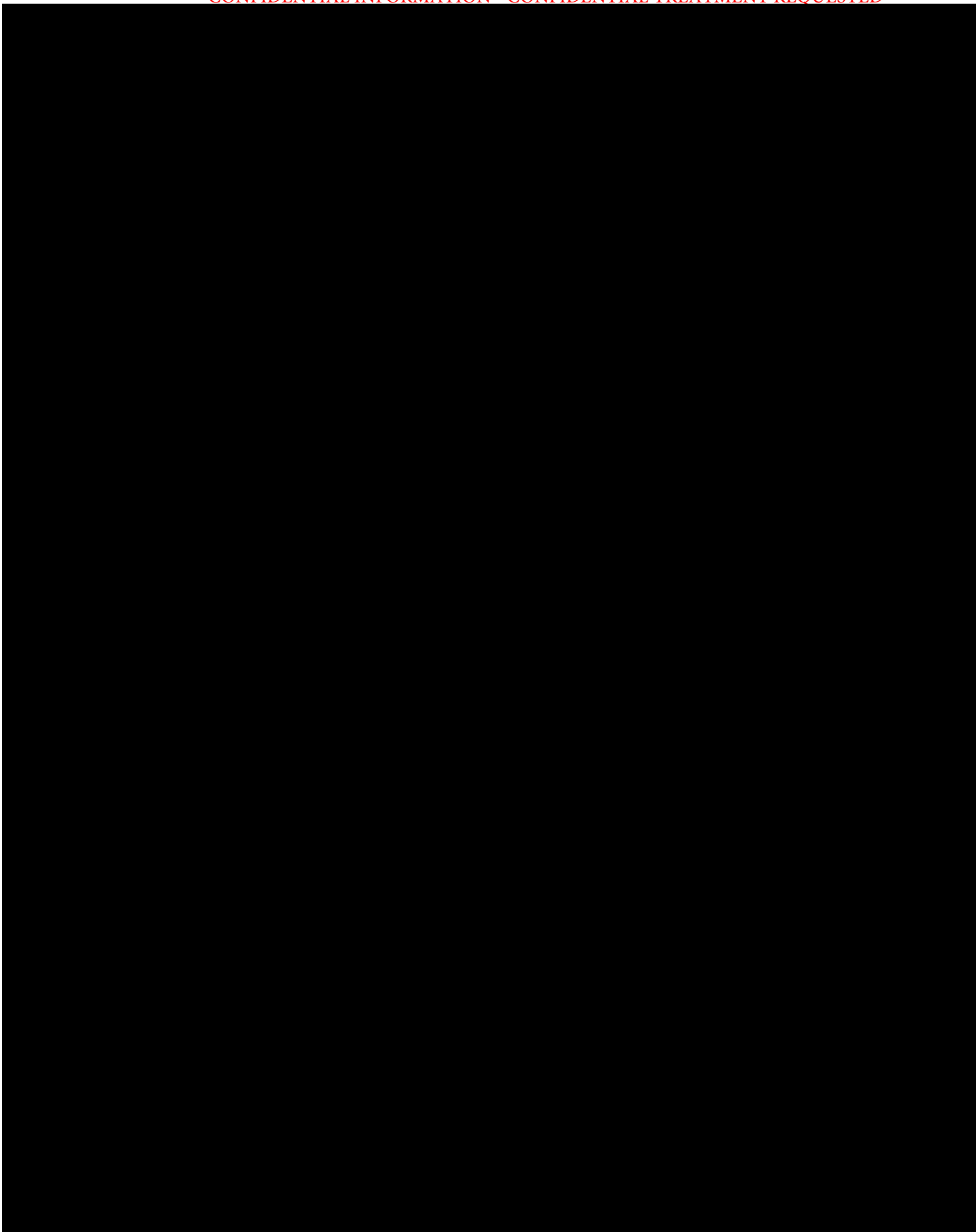


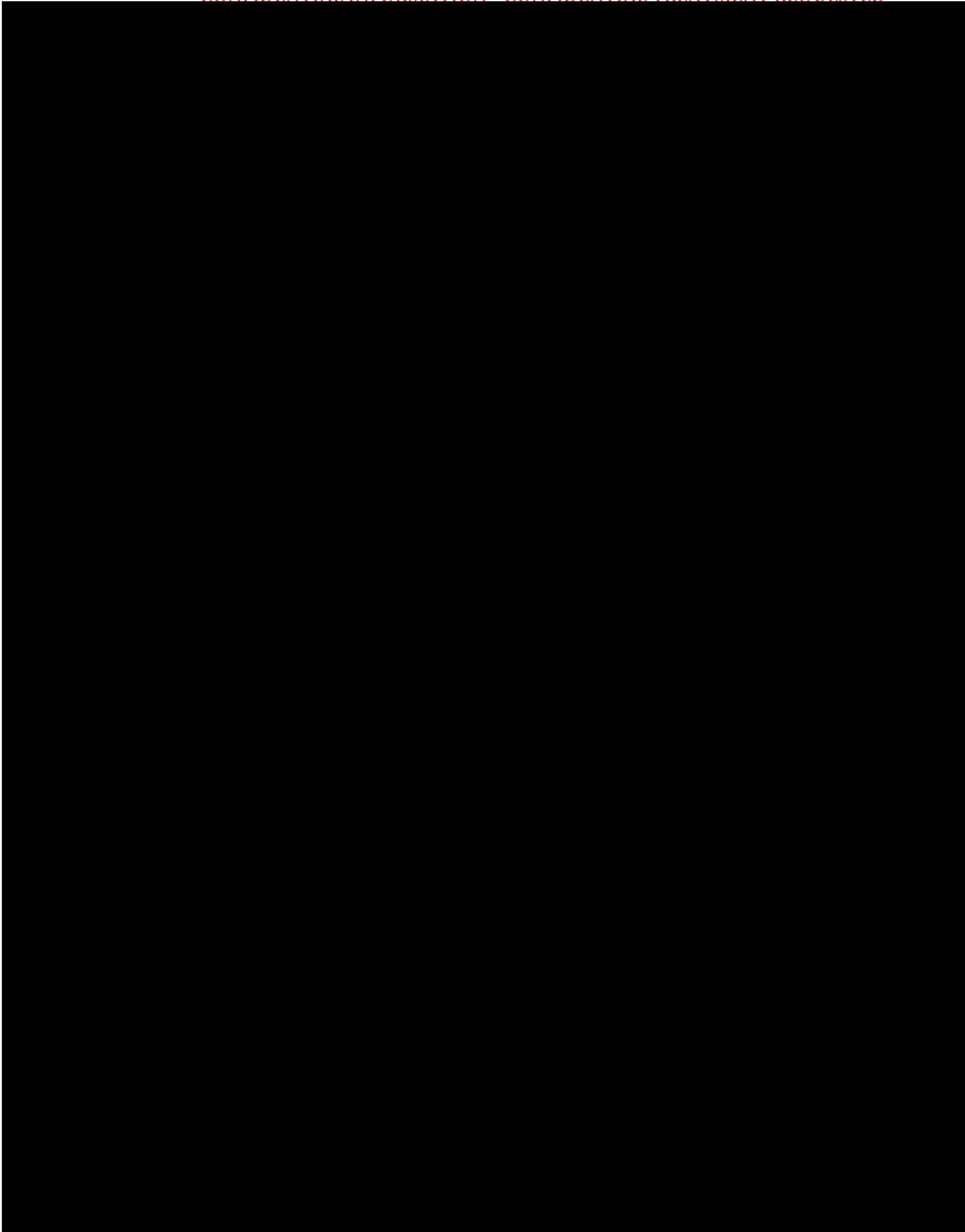


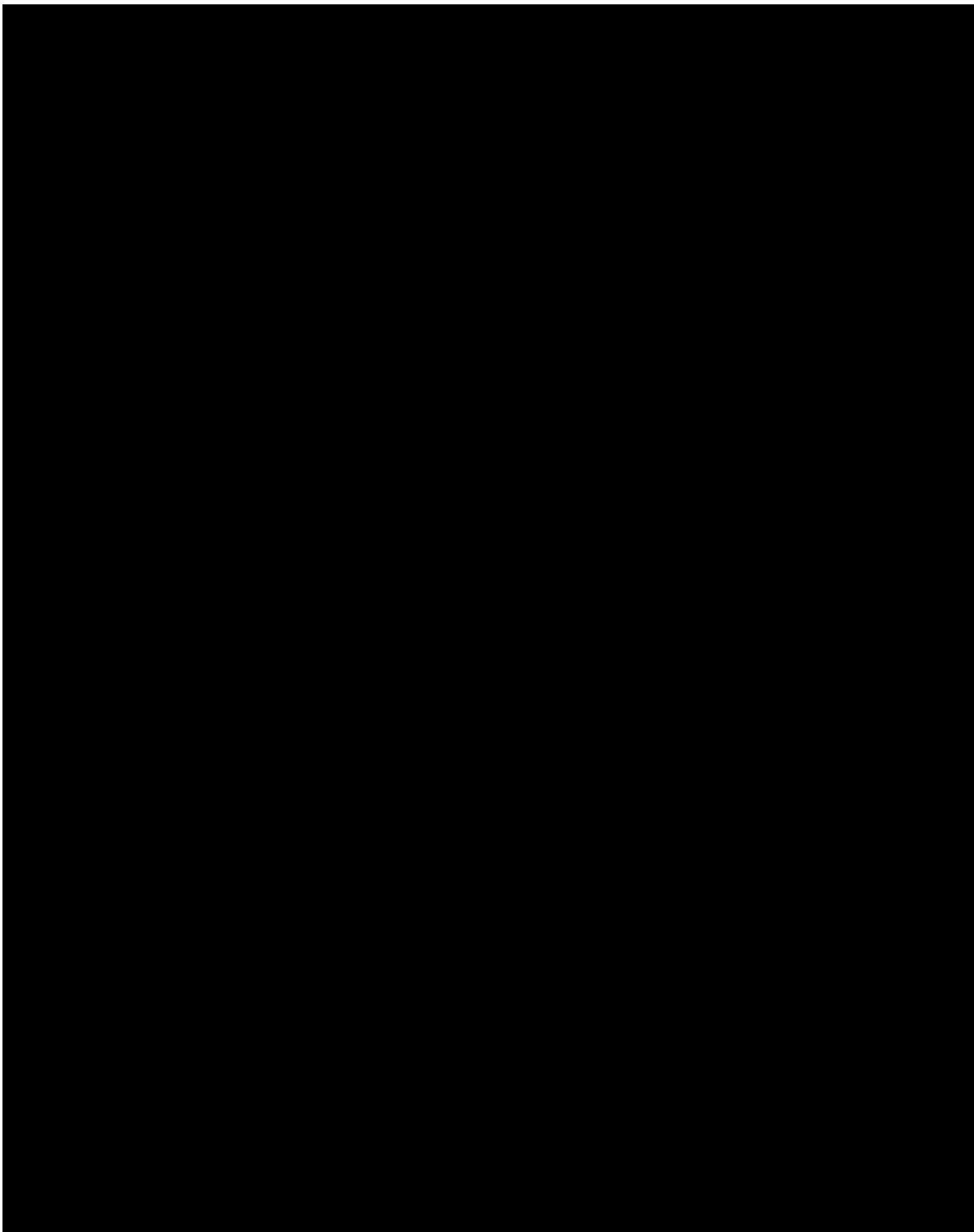


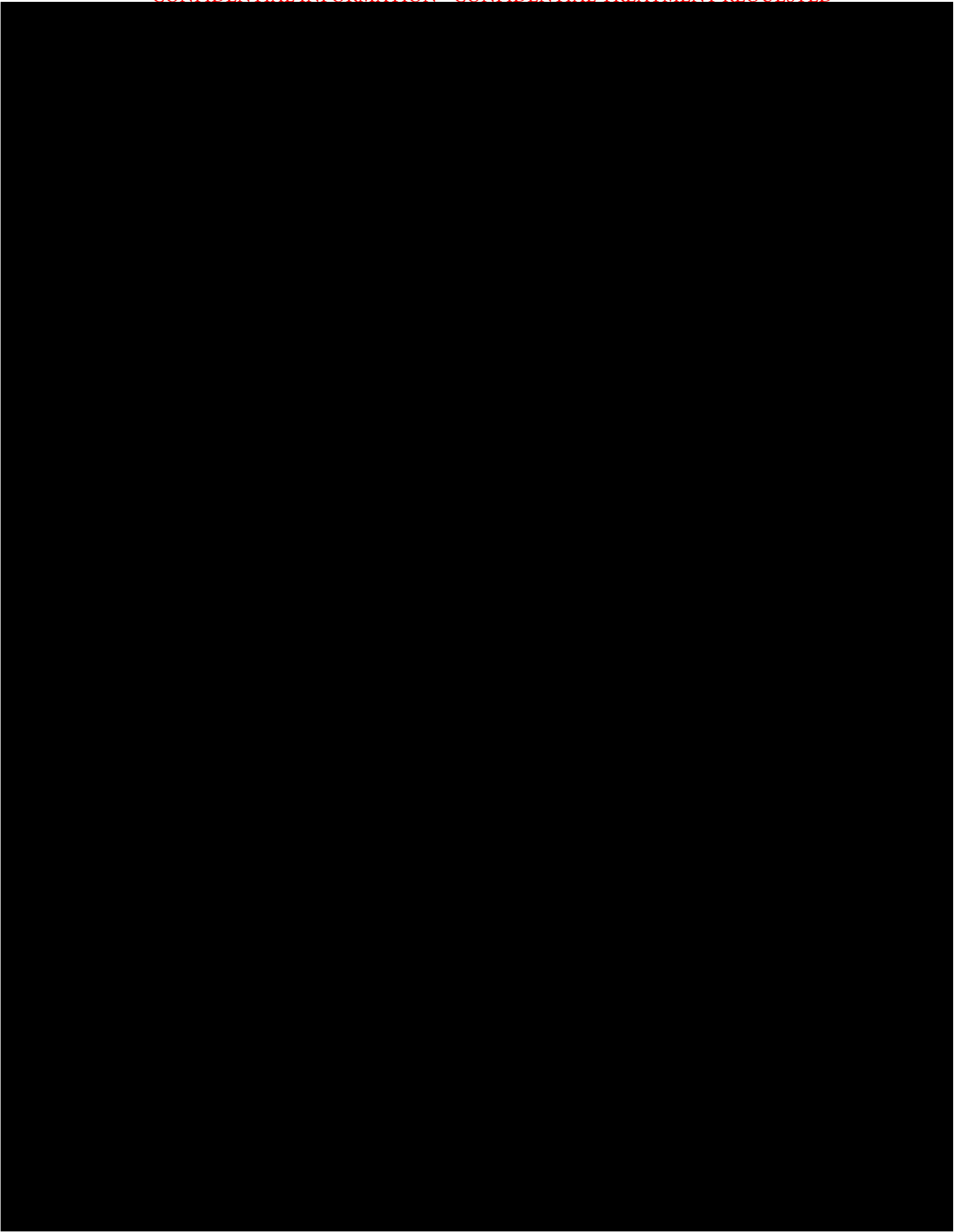


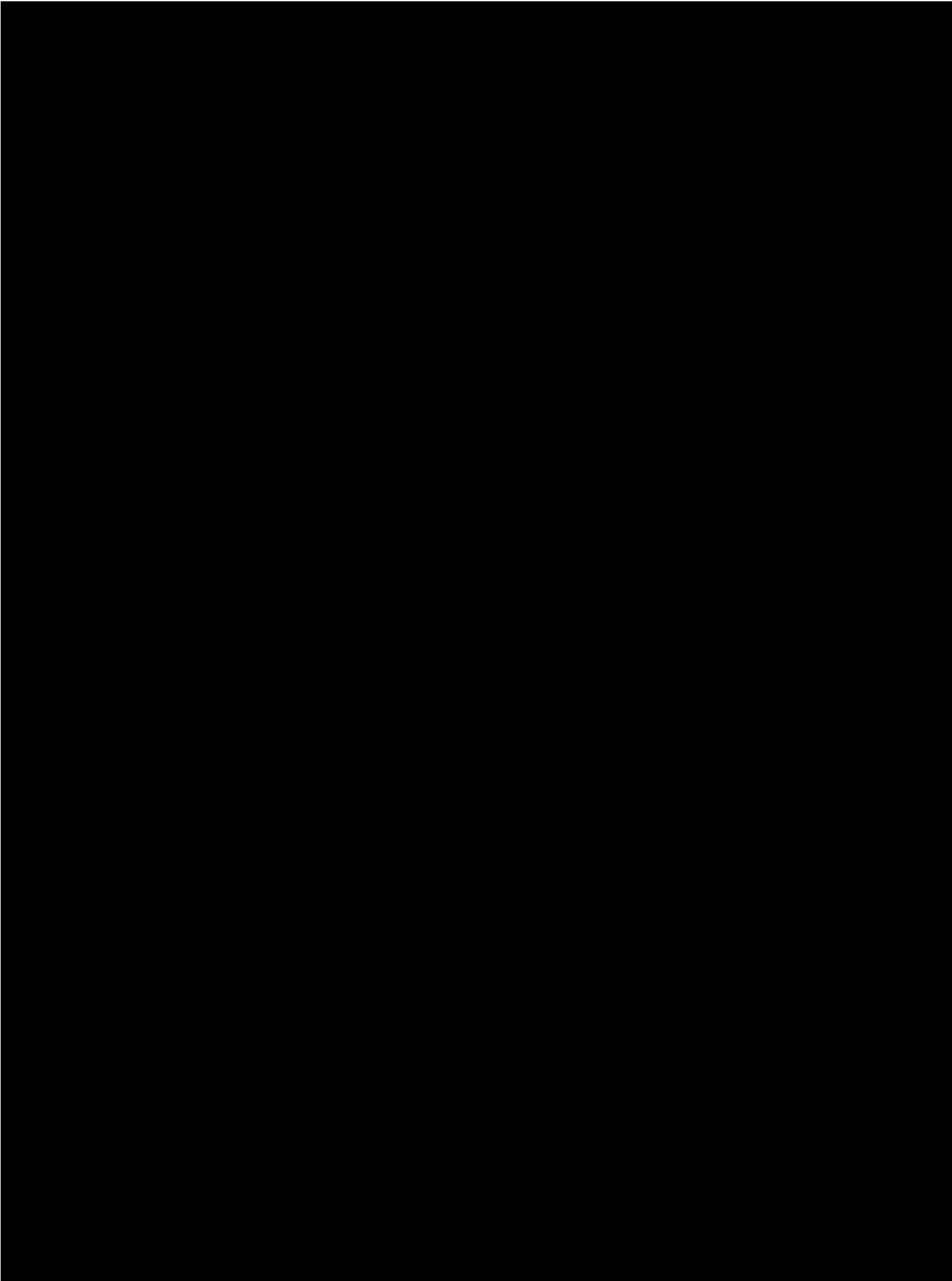
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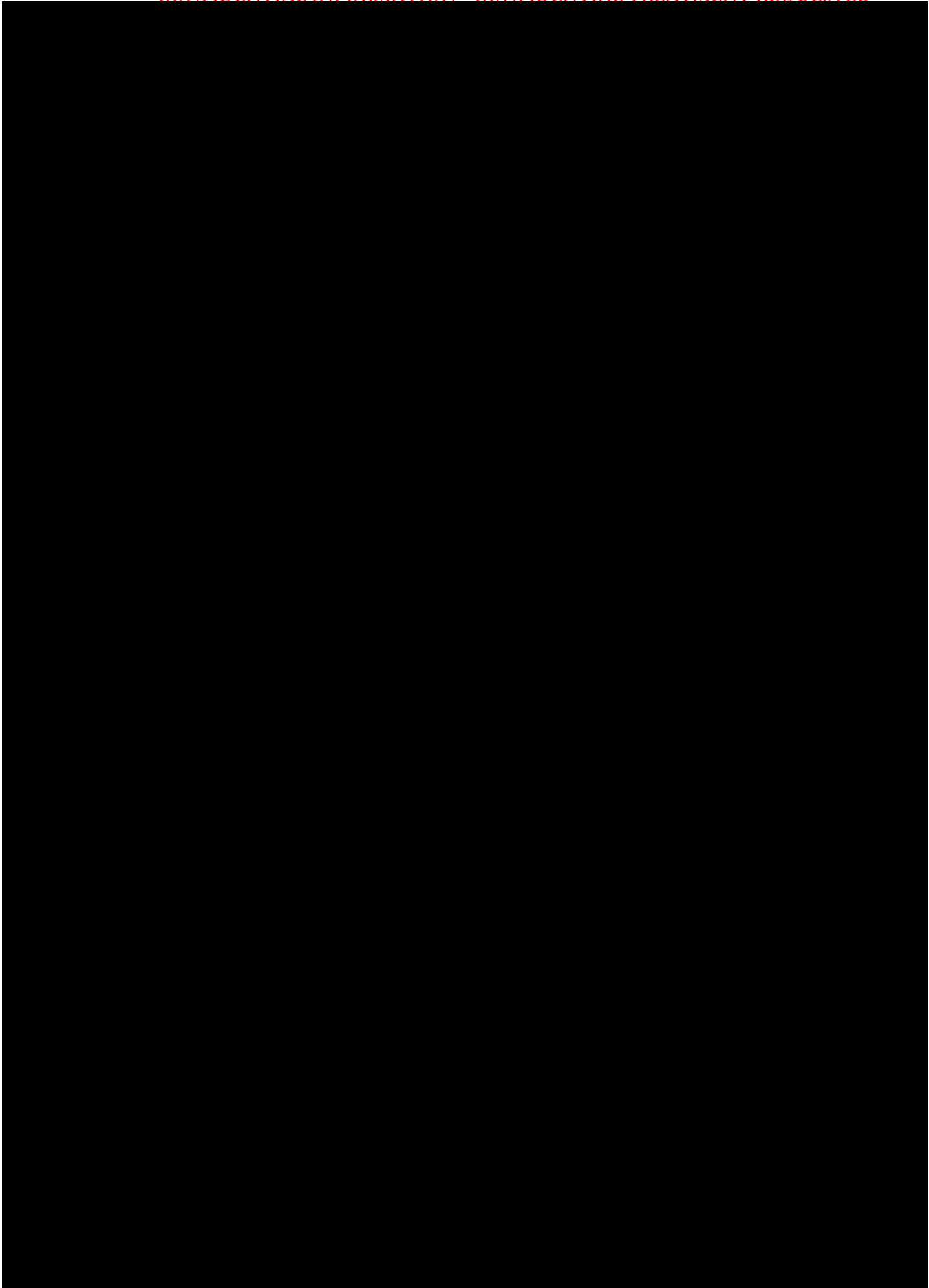


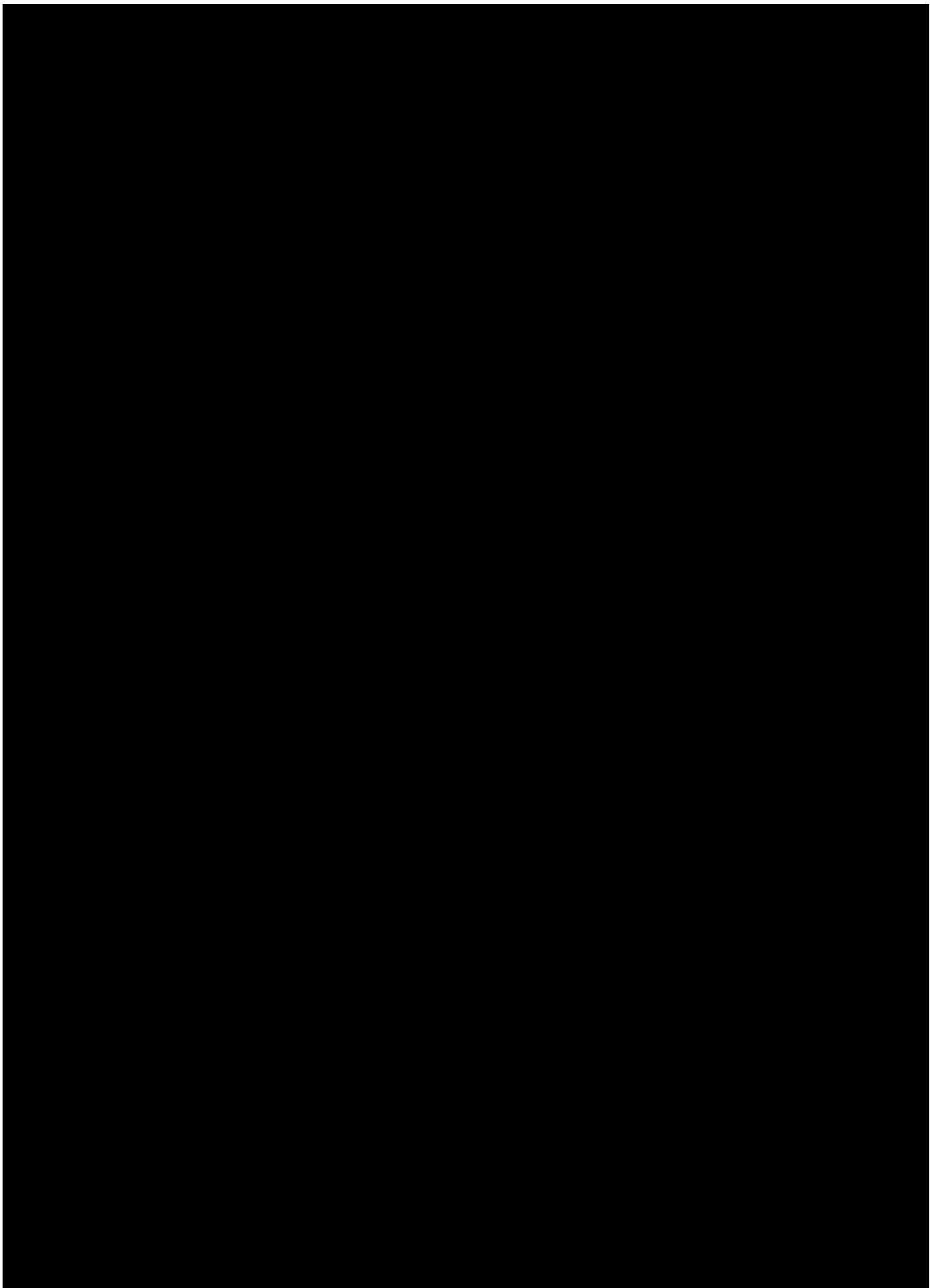


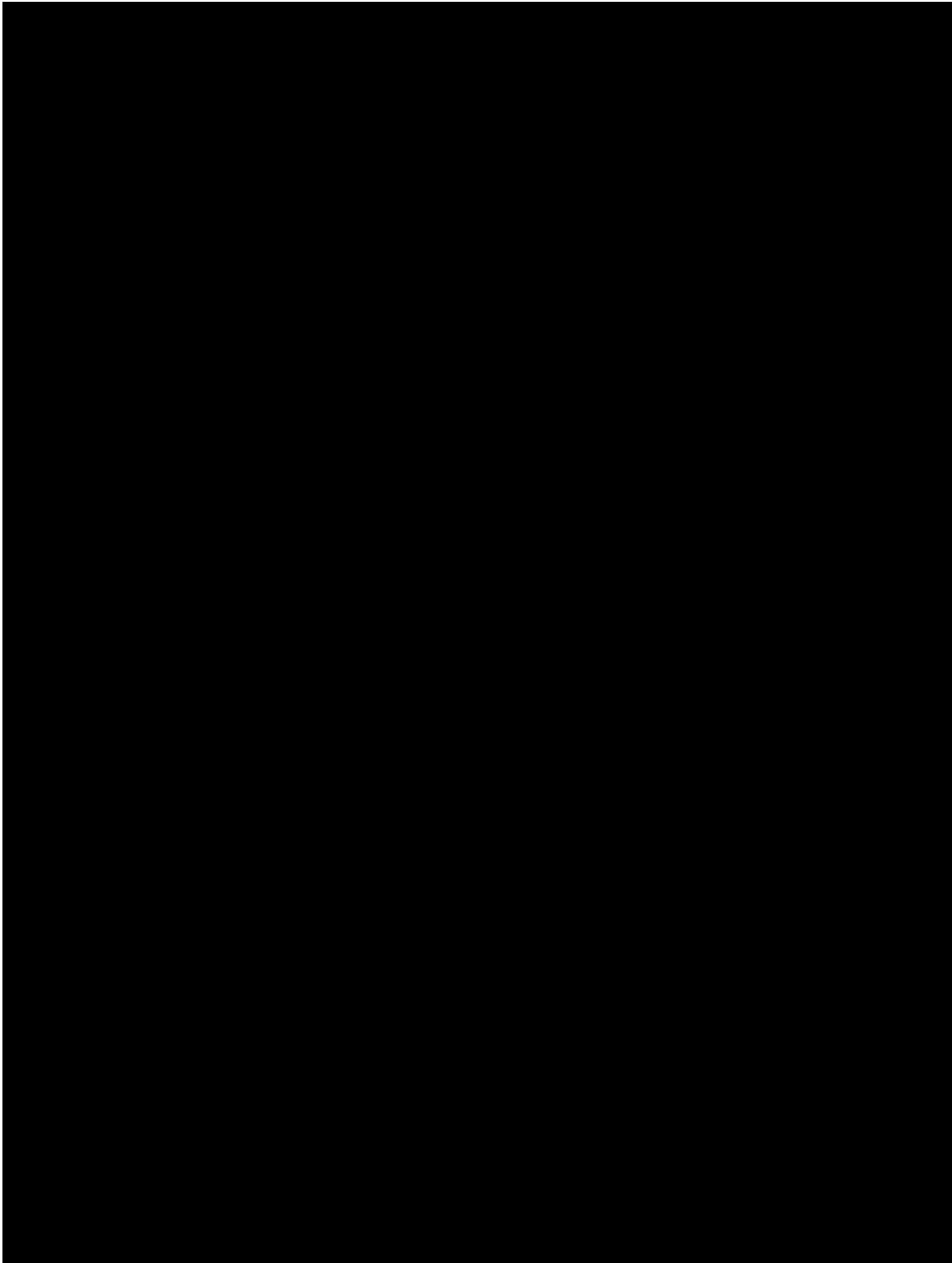


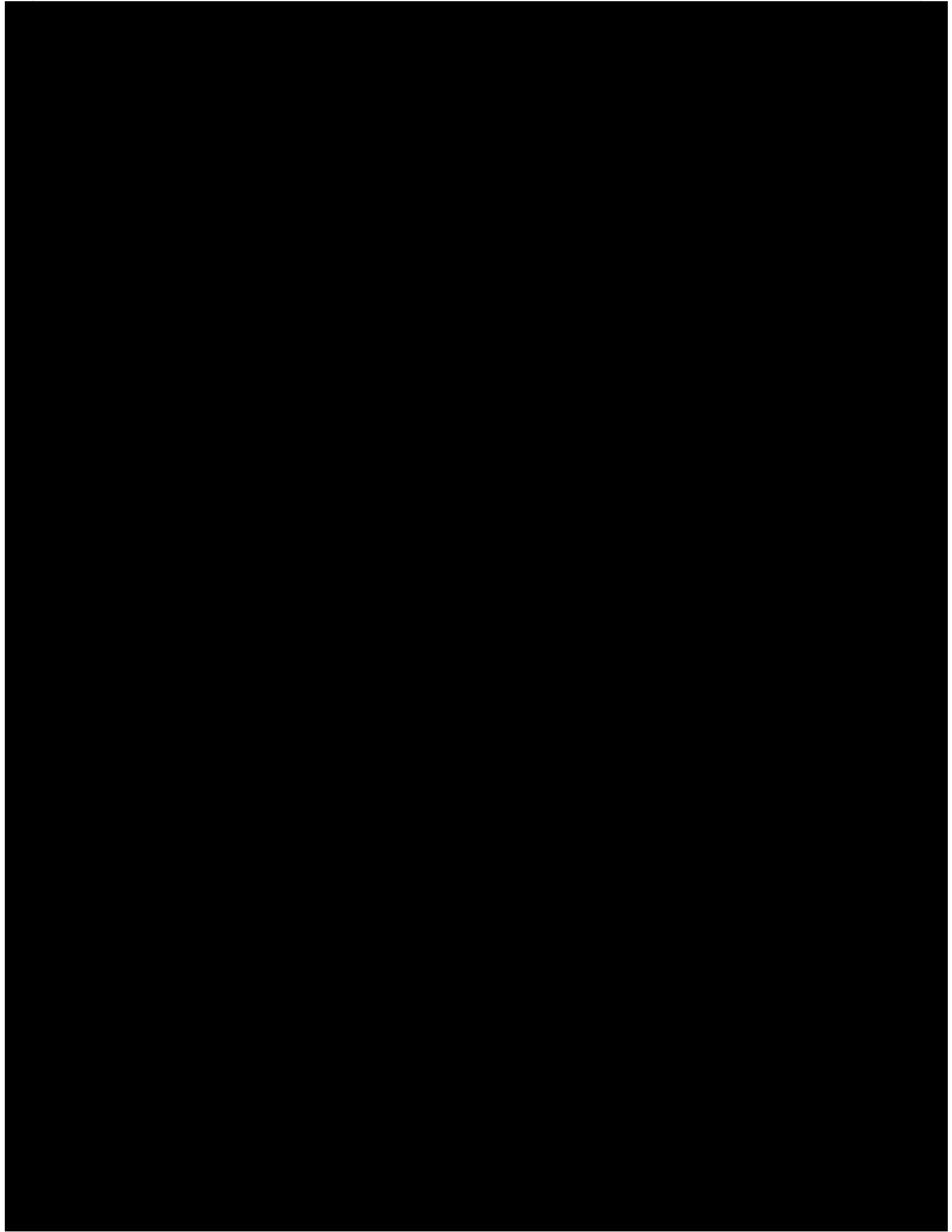


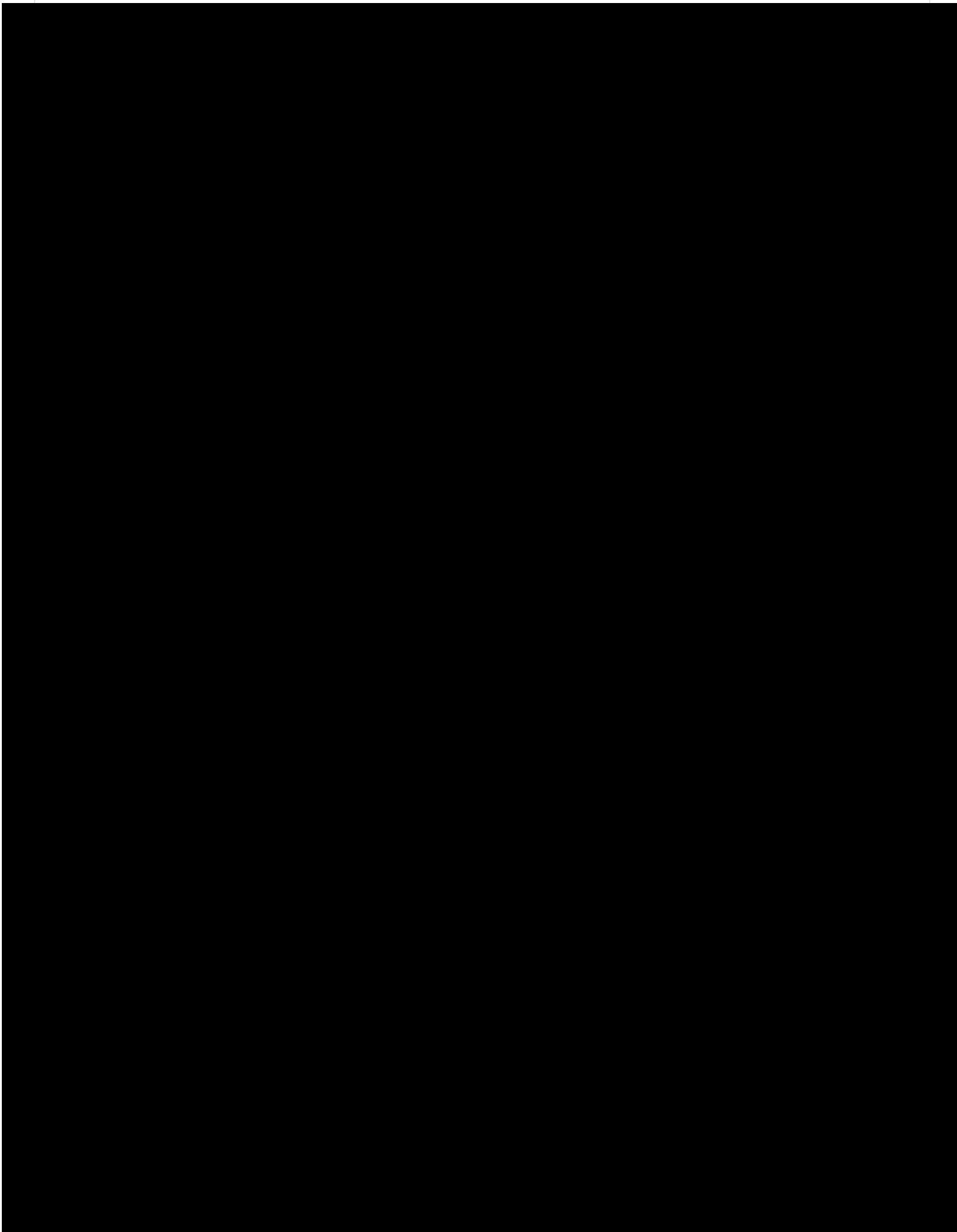


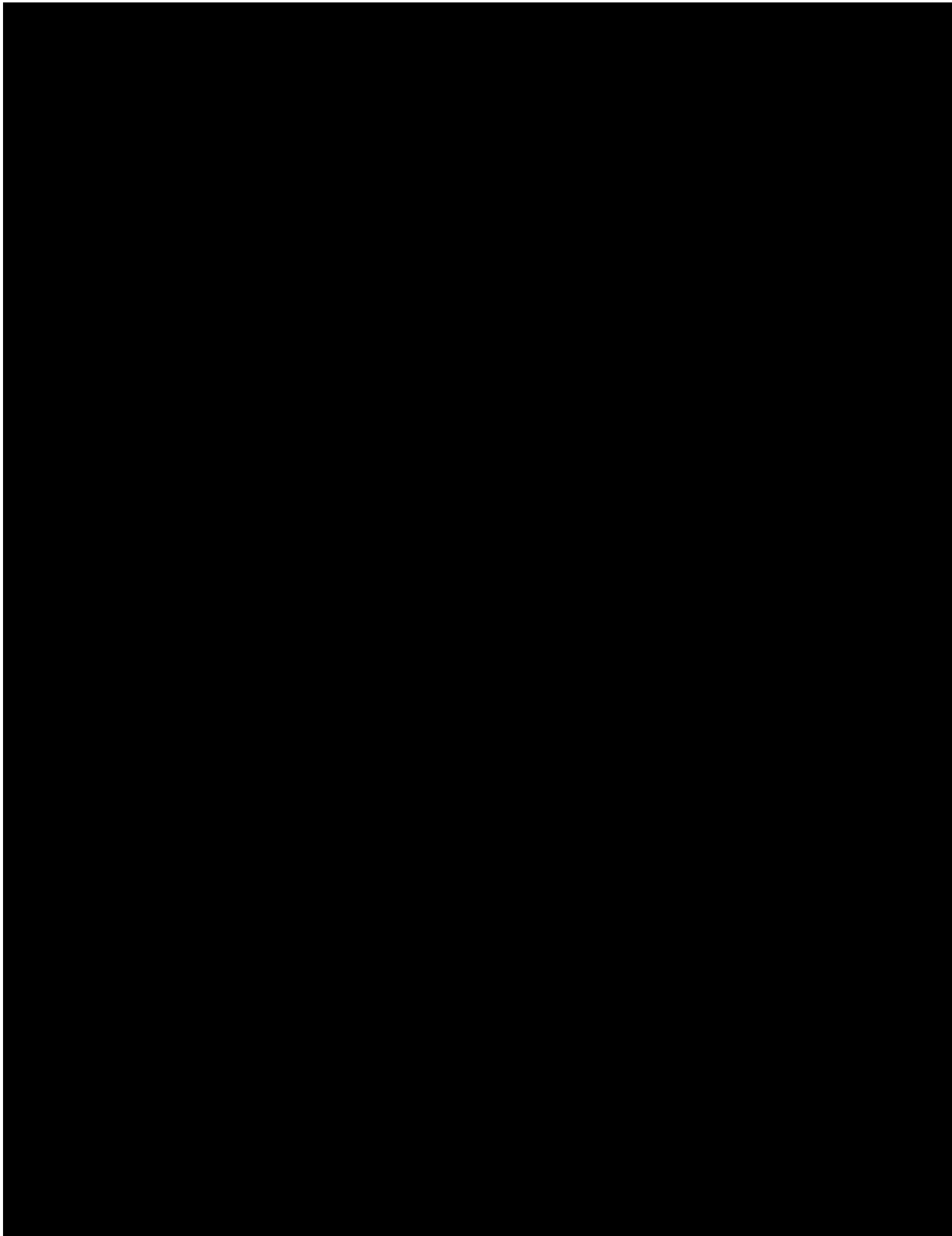


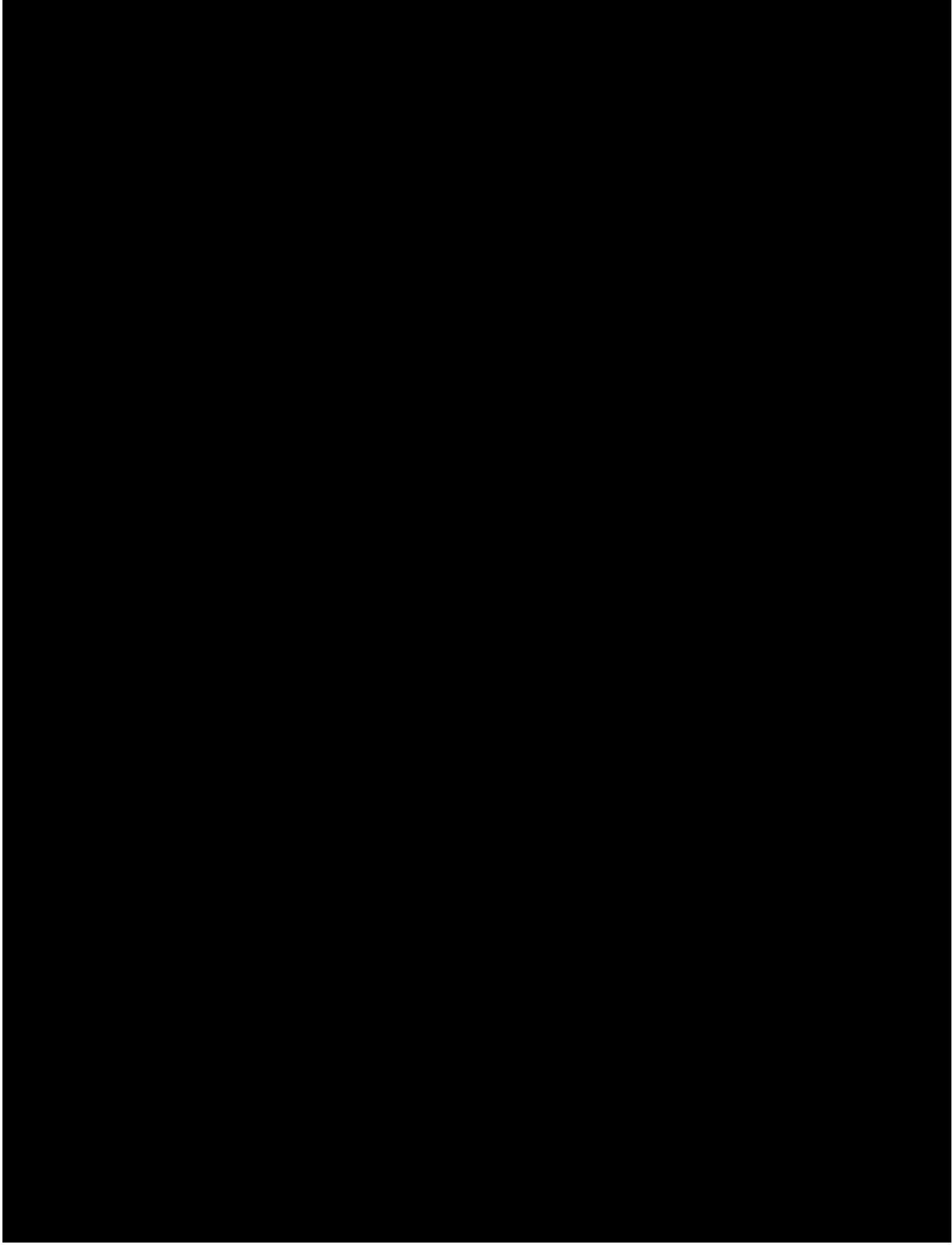


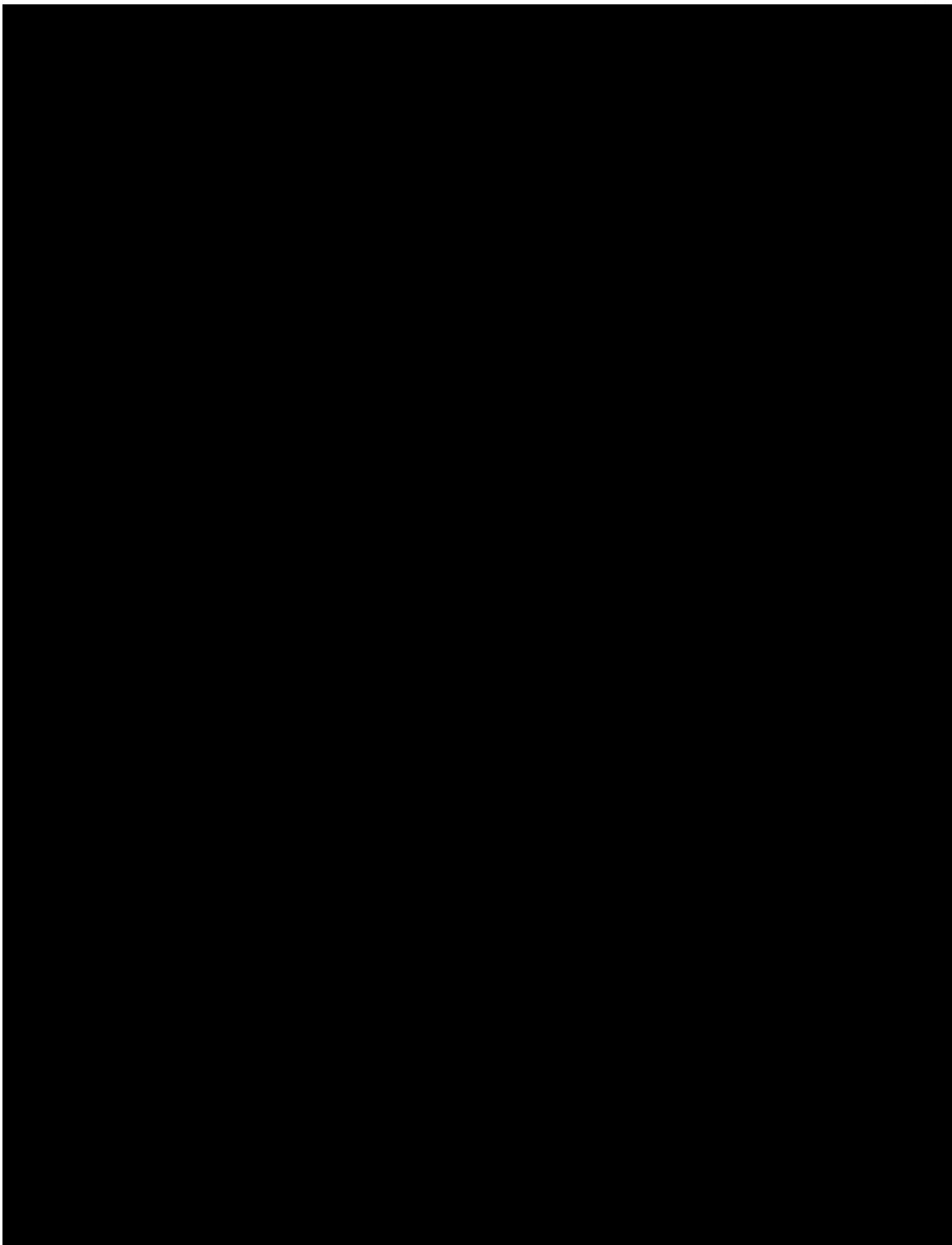


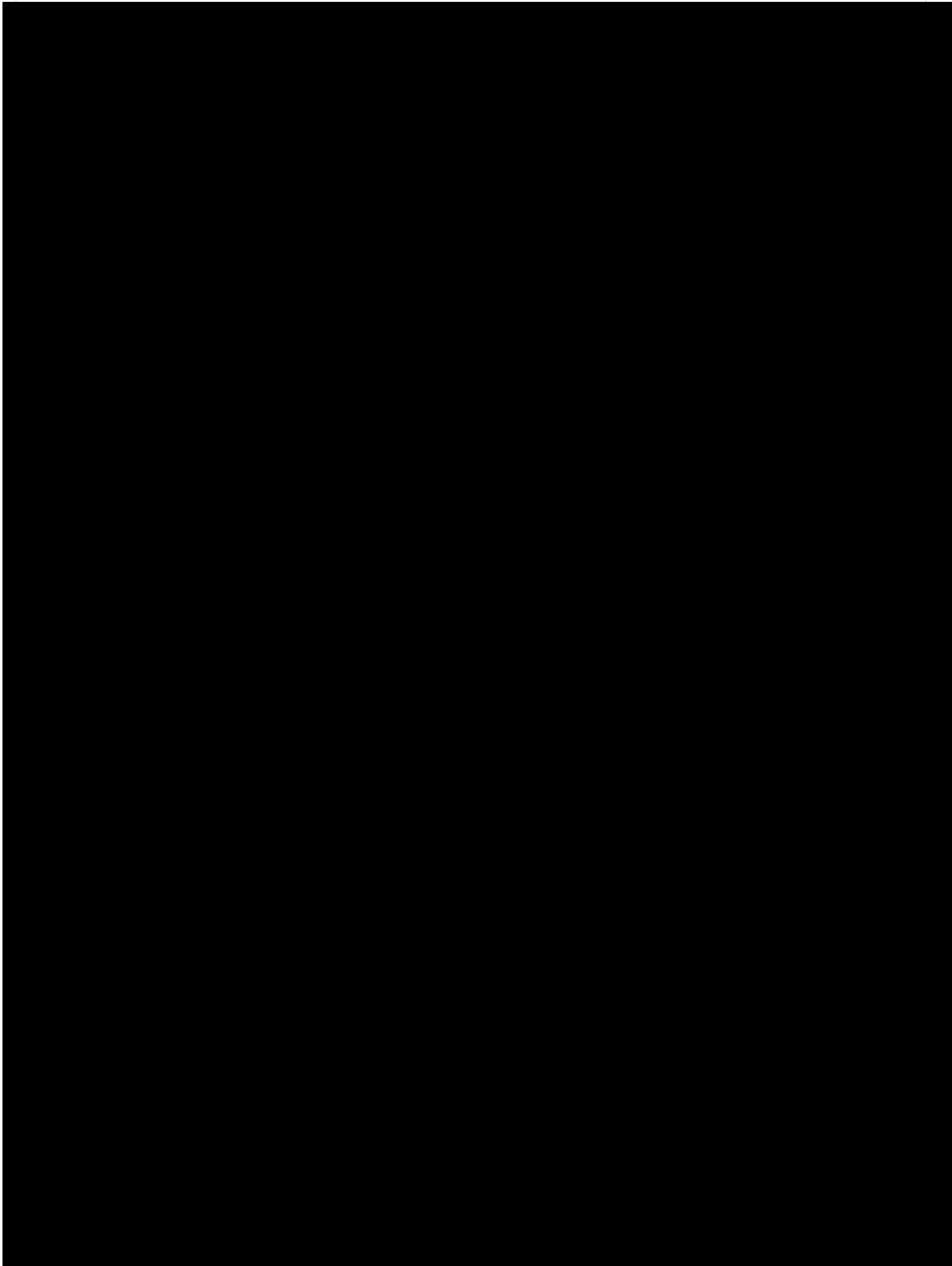


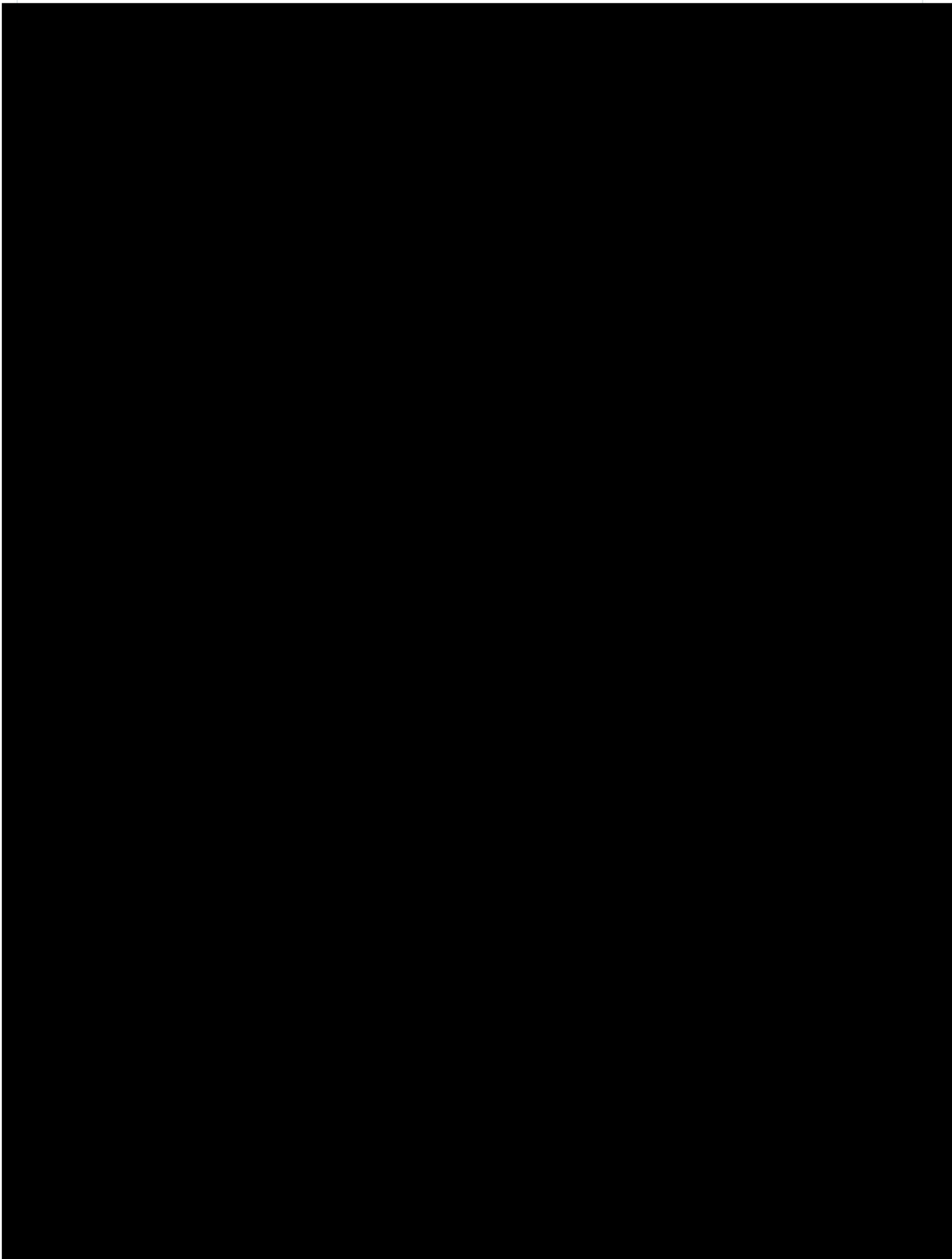


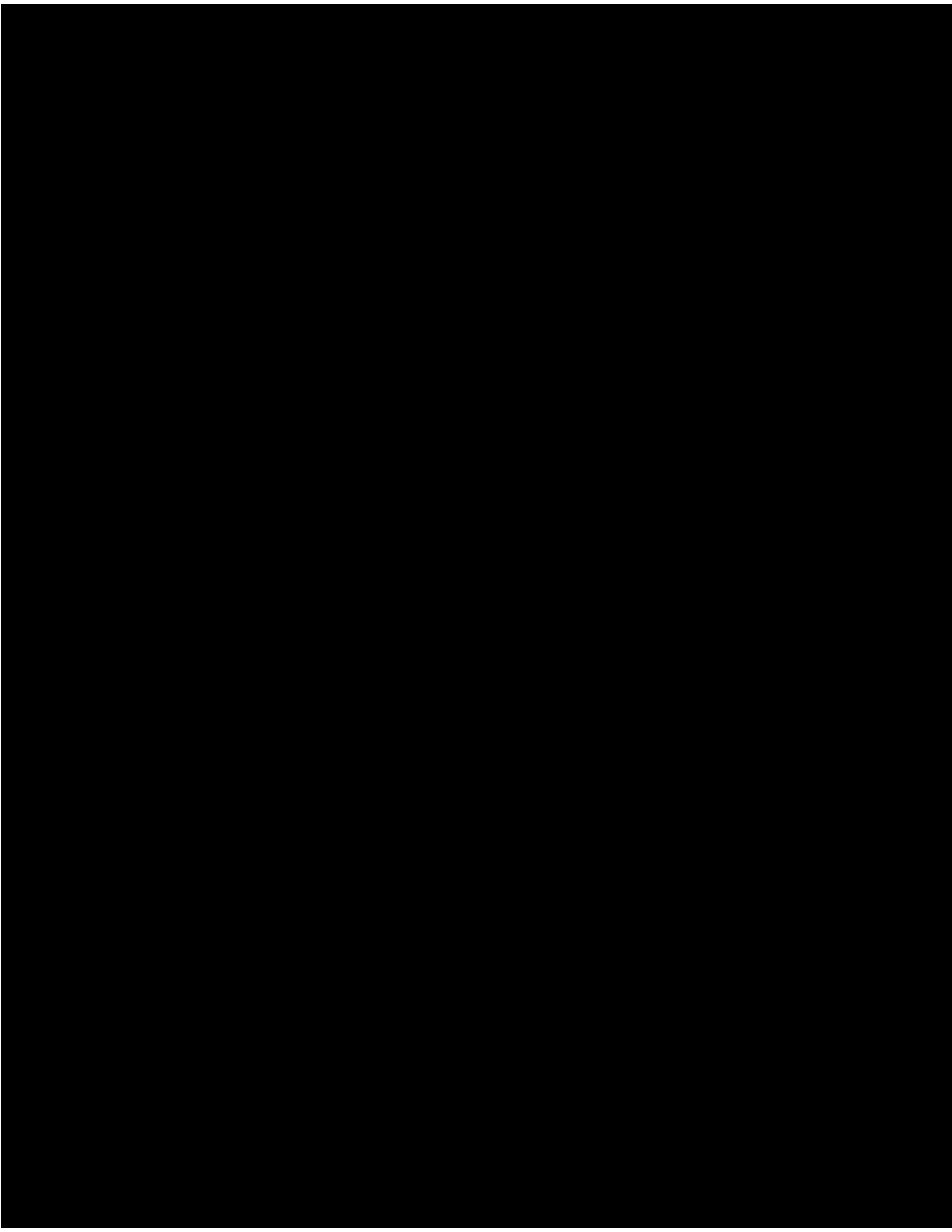


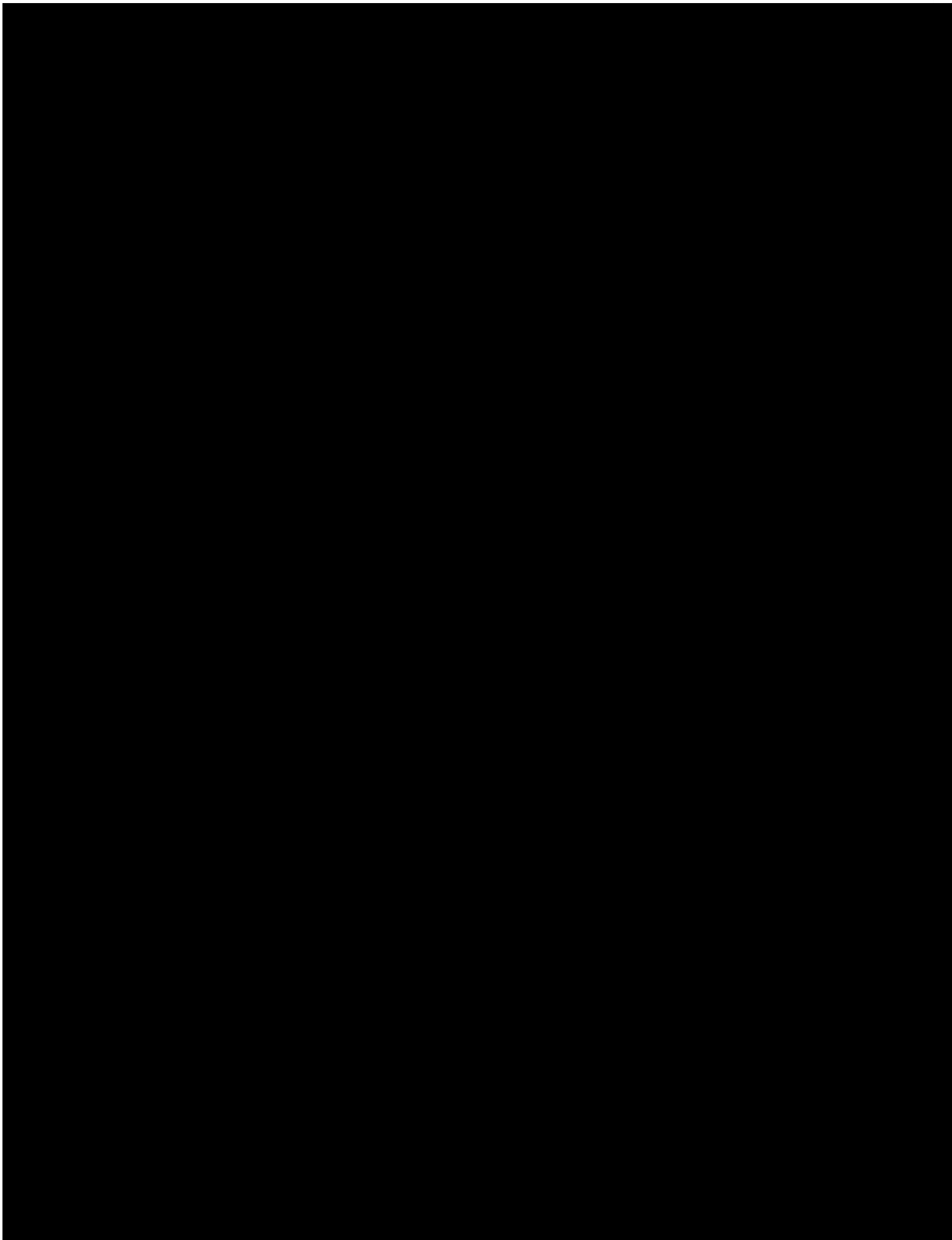


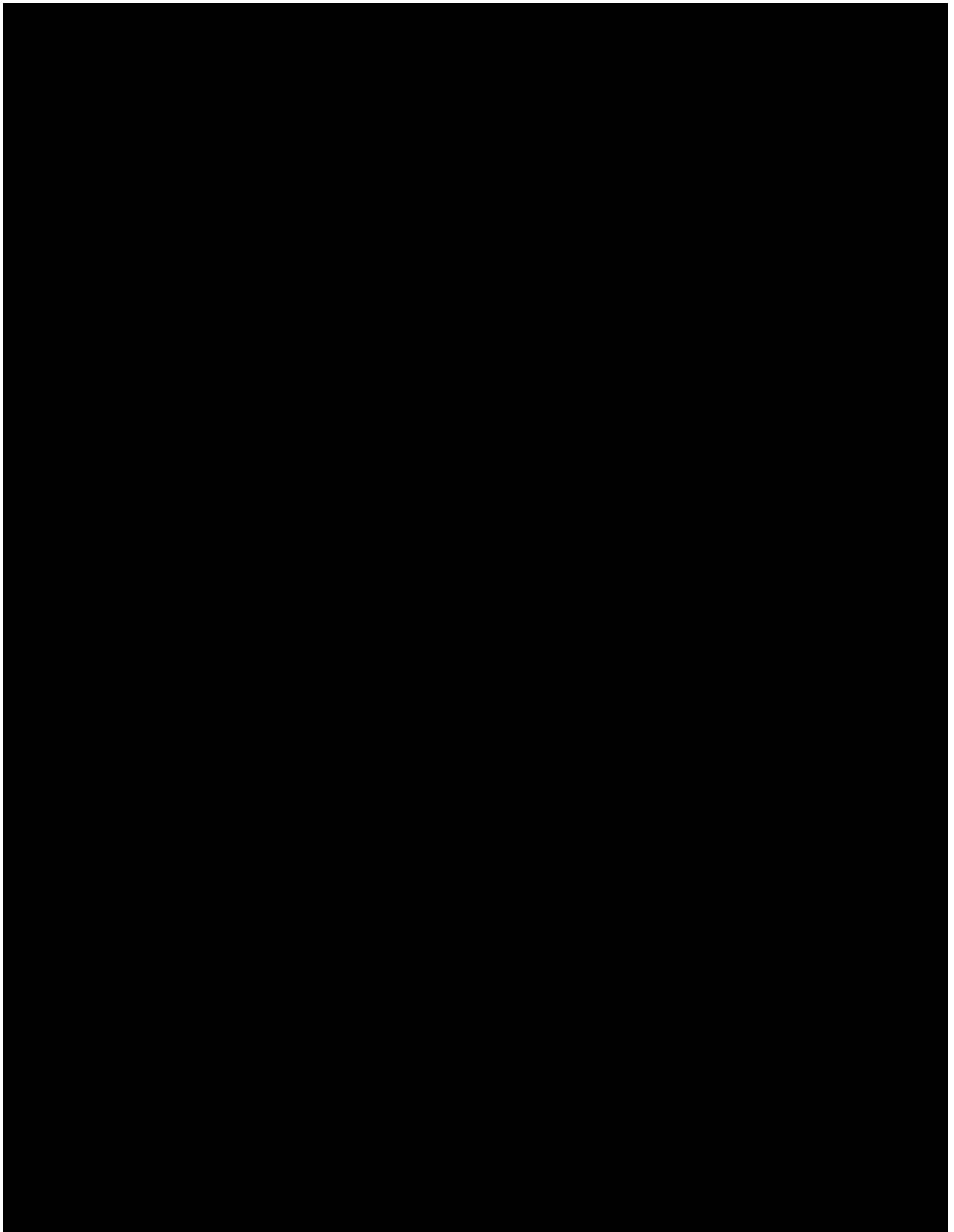


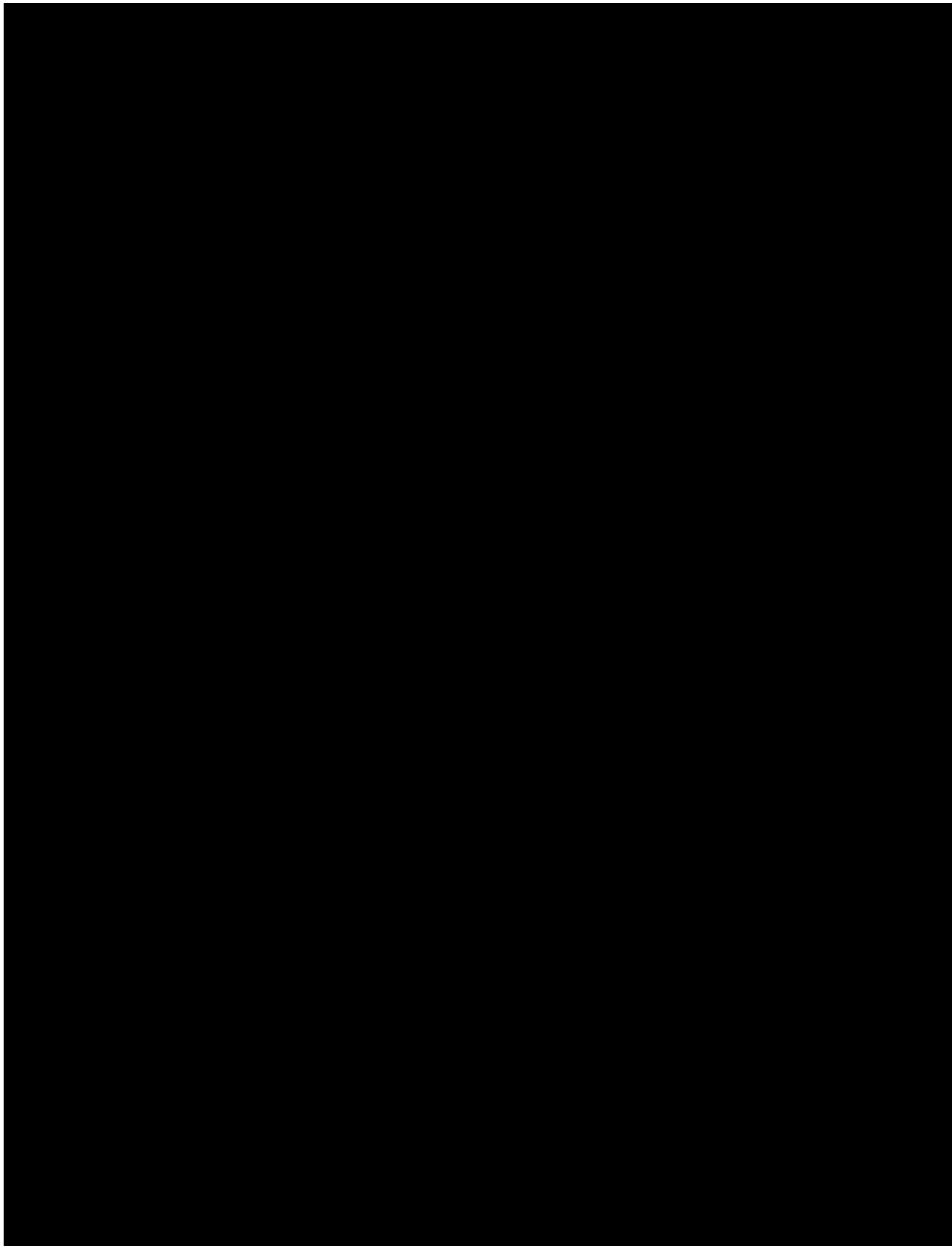


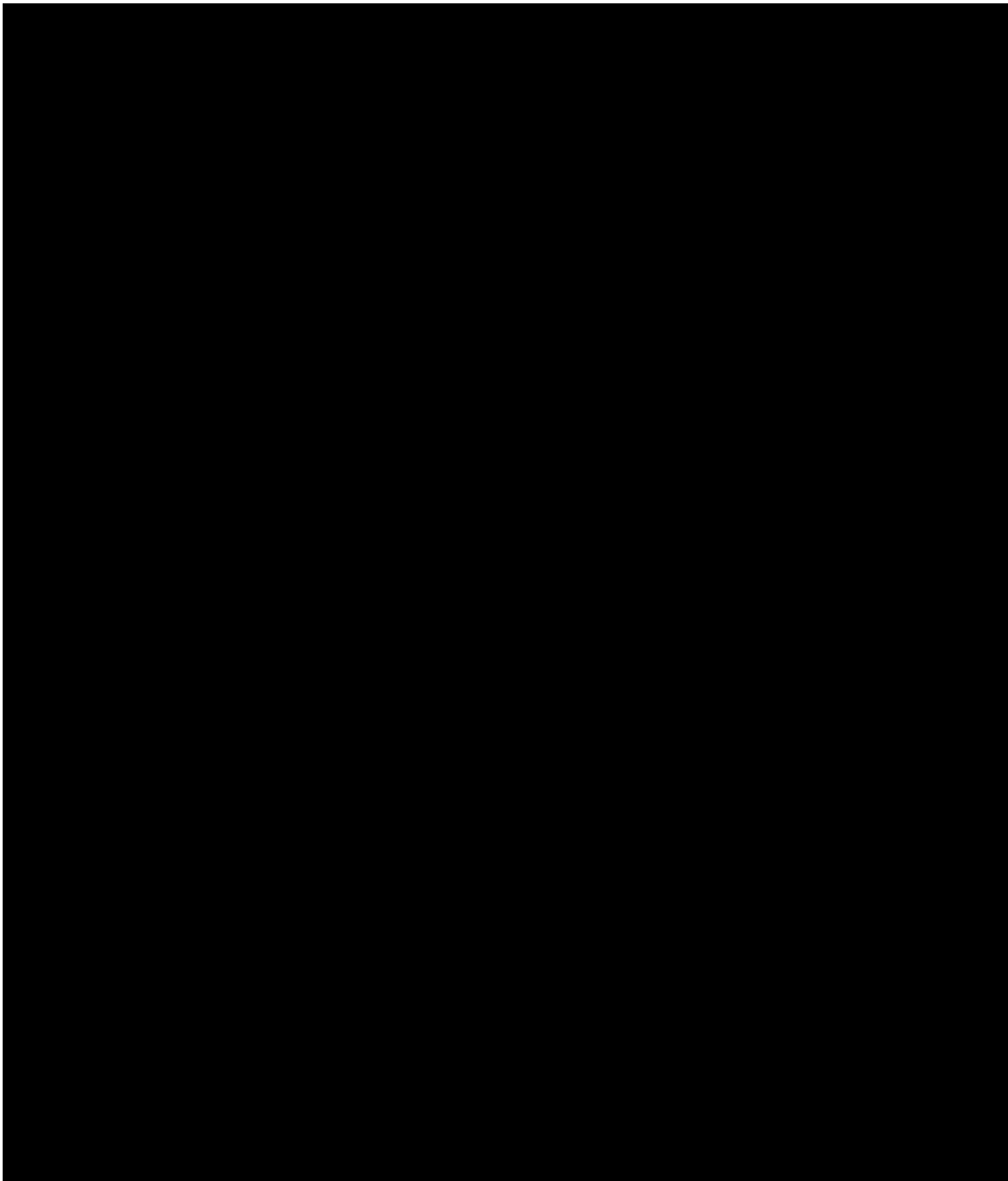


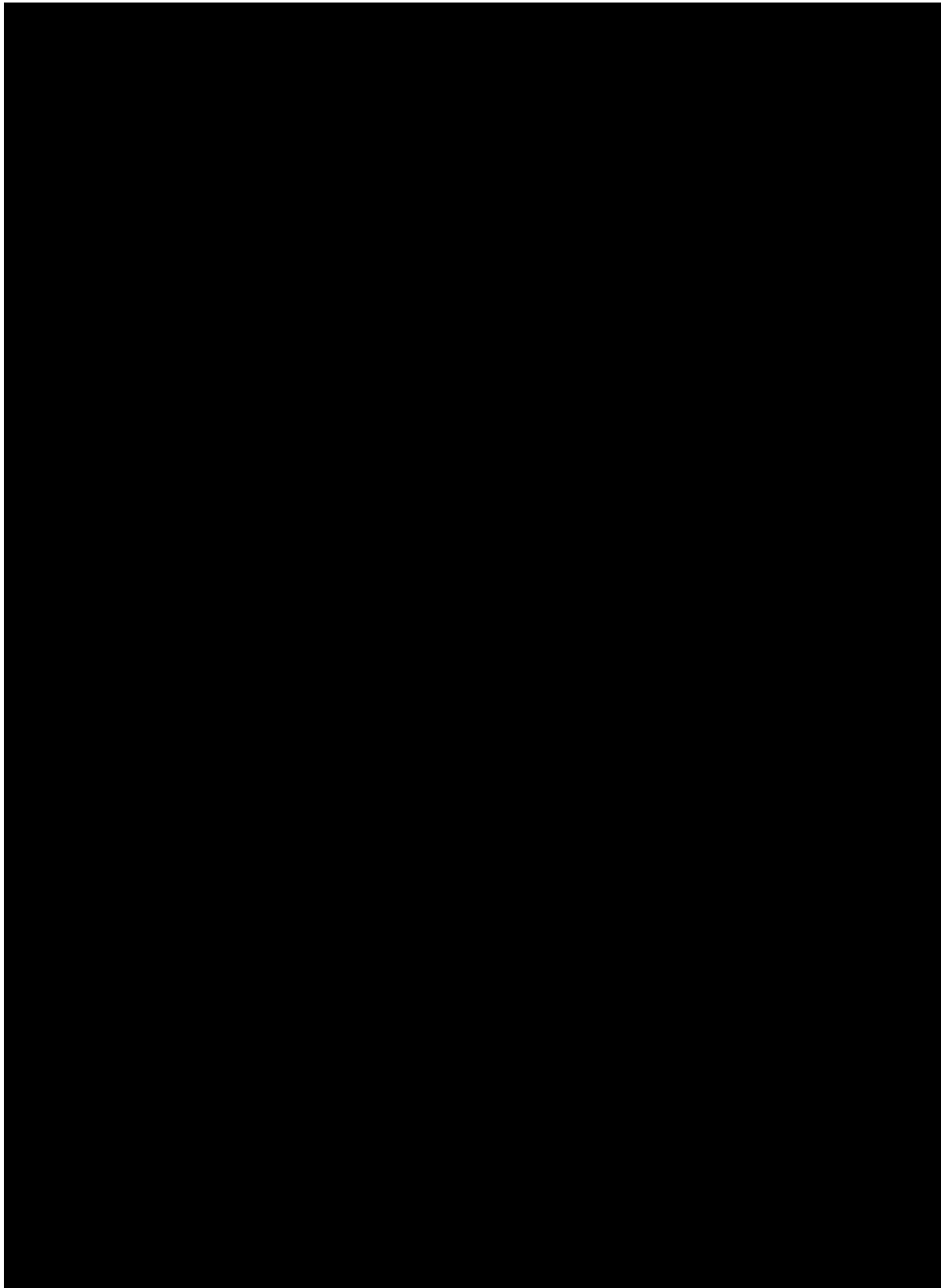


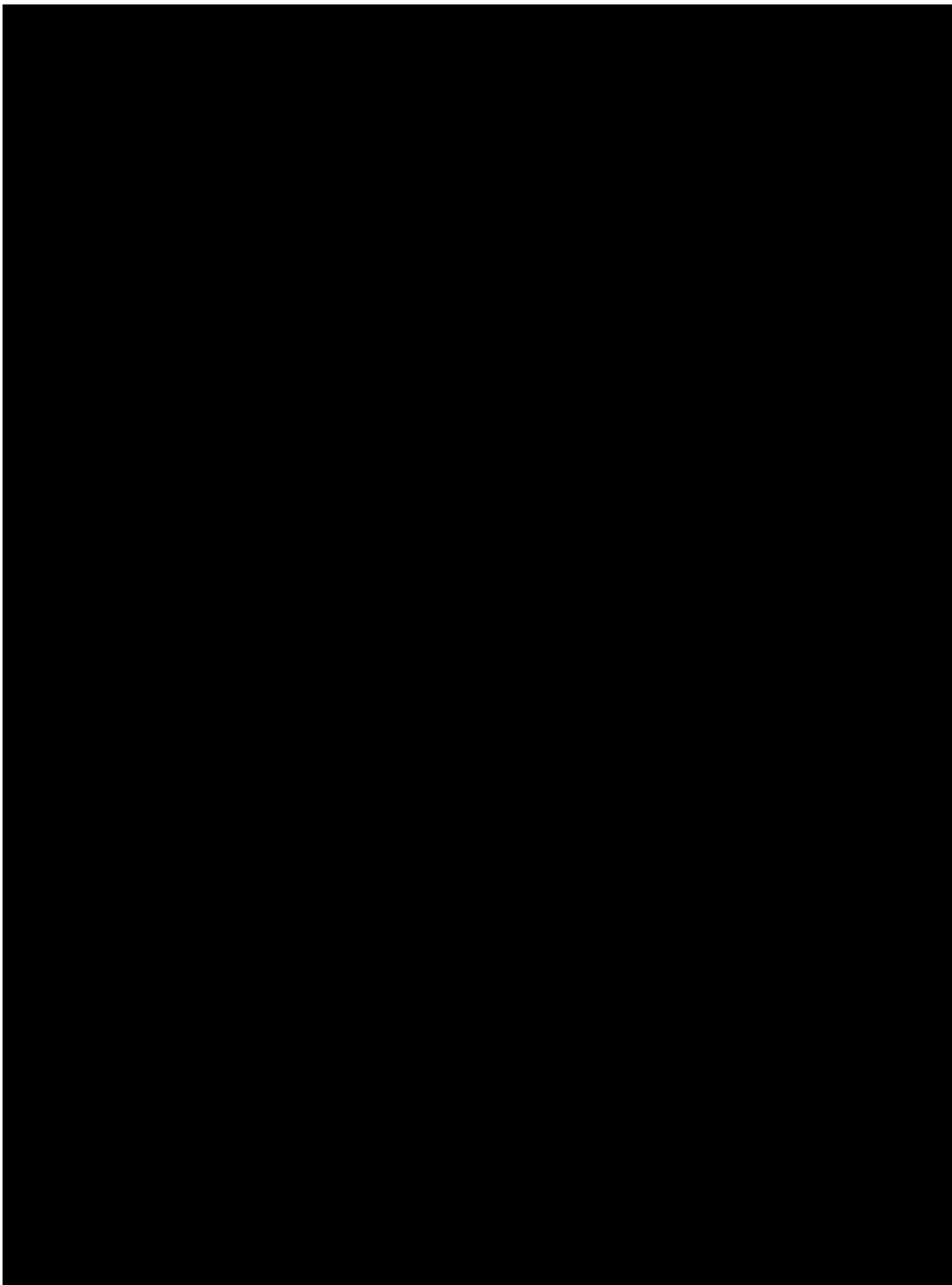


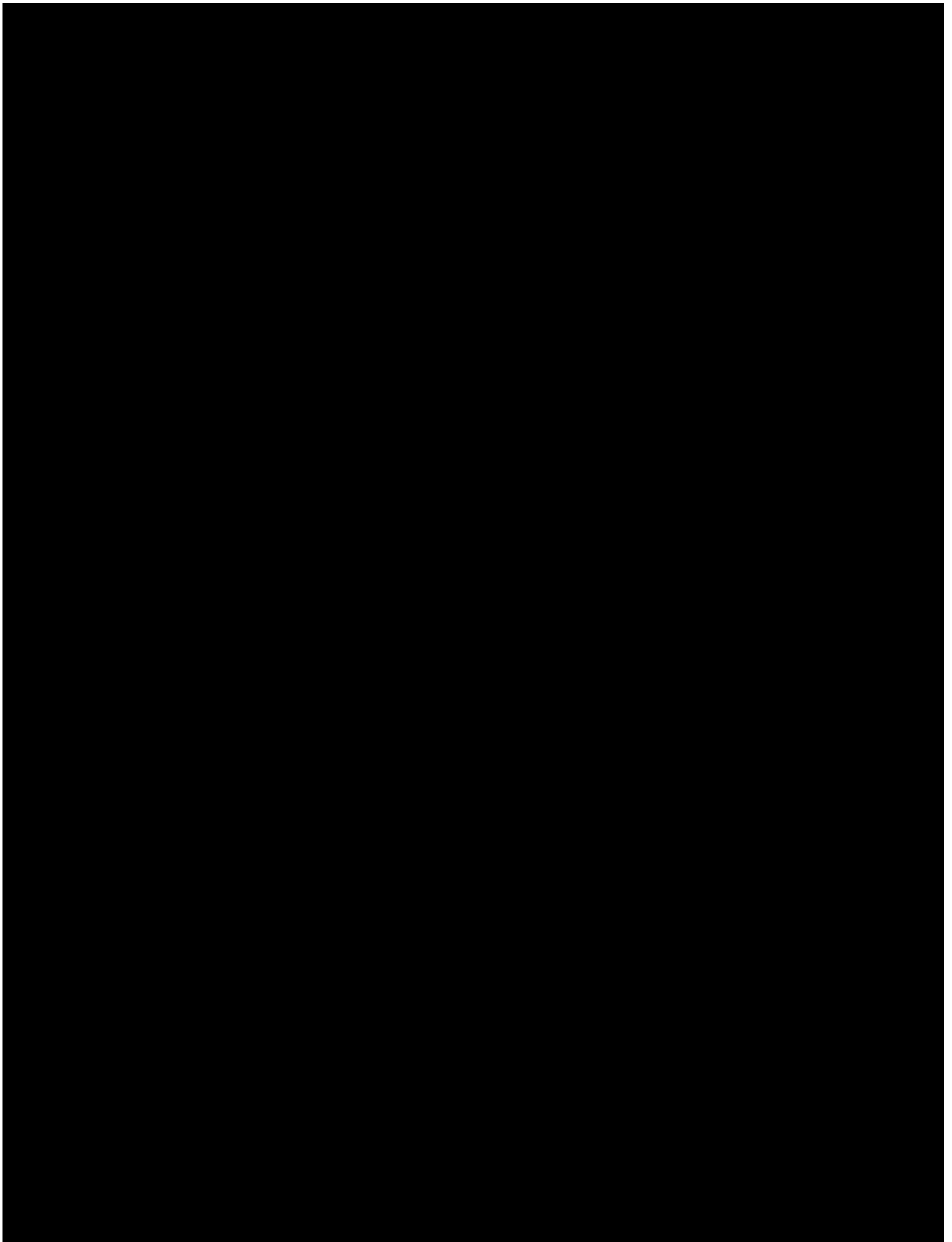


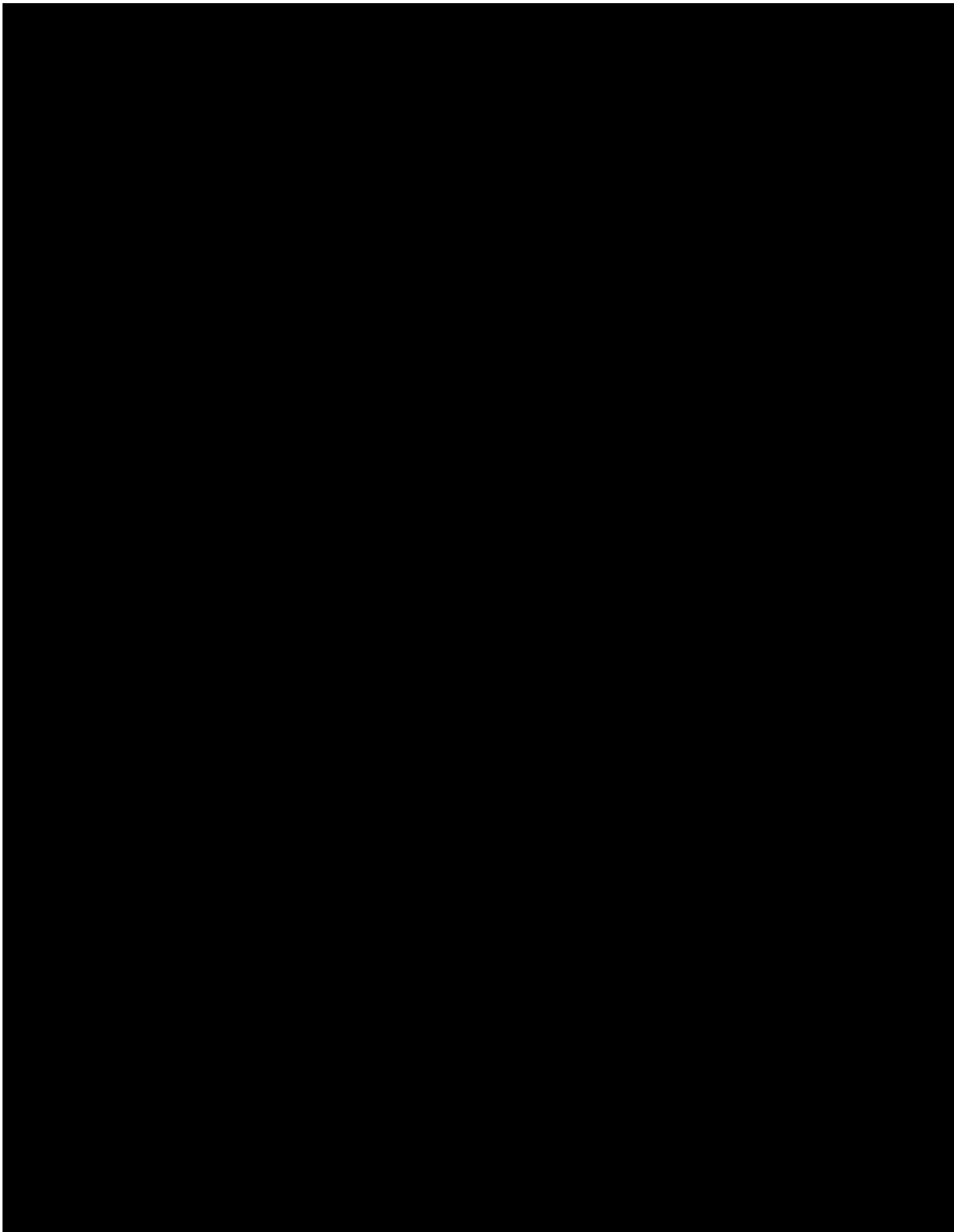


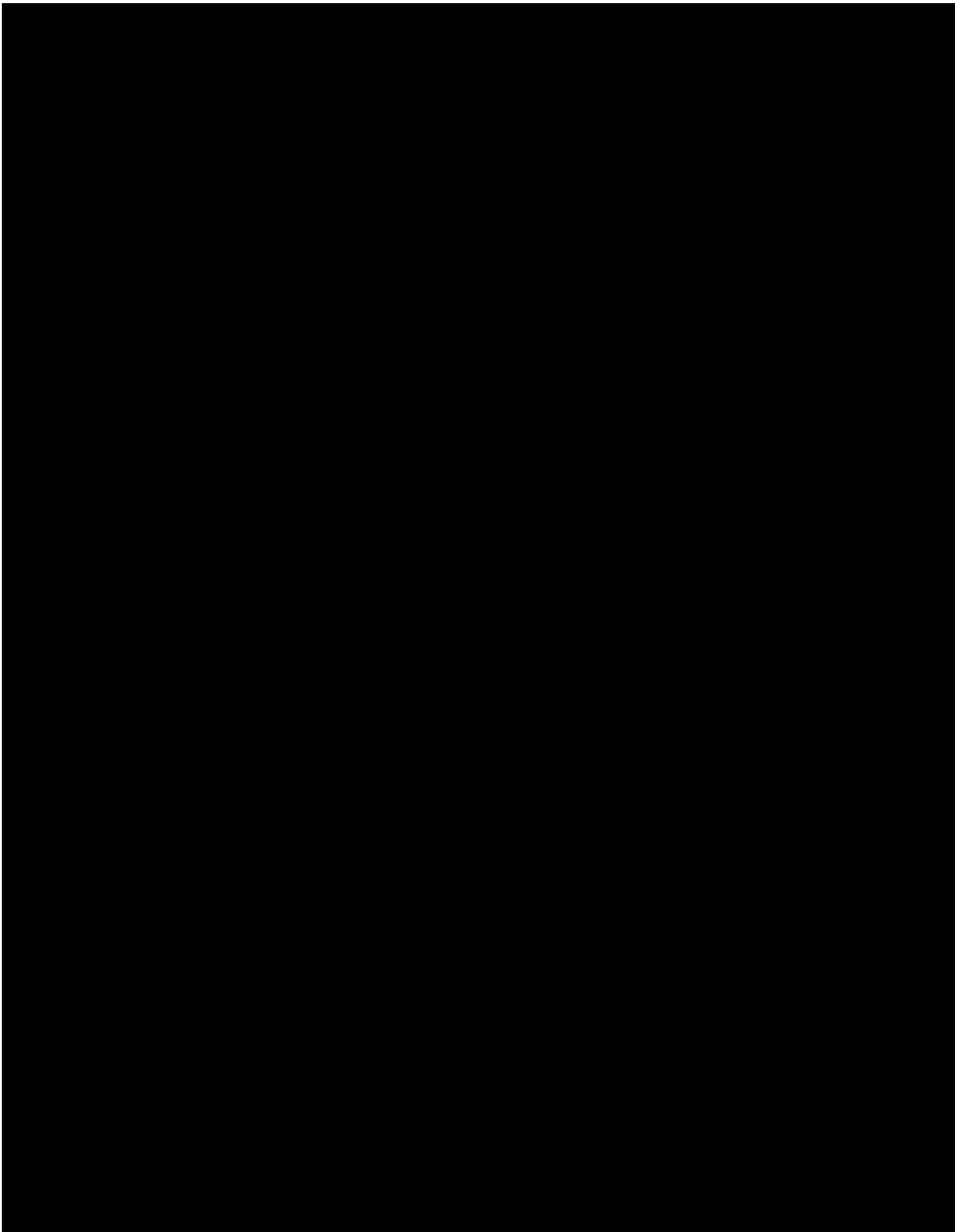














THE GARLAND COMPANY, INC.

HIGH-PERFORMANCE BUILDING ENVELOPE SOLUTIONS

3800 EAST 91ST. STREET • CLEVELAND, OHIO 44105-2197
p. (216) 641-7500 • f. (216) 641-0633 • 800-321-9336 • www.garlandco.com

May 11, 2022

Dear Partner,

In uncertain times, it's important to partner with suppliers who are proven, tested, and focused on delivering solutions. The challenges you and countless others have faced over the last two and a half years are undeniable: 45-year high inflation, supply chain disruptions and the war in Ukraine. While it would be easy to use these challenges as an excuse as so many have, The Garland Company has held price increases to a bare minimum, and our award-winning sales and support staffs are ready to assist you with whatever your facility needs, because as we all know, the weather doesn't care about any of the above. Keeping moisture out of your buildings is mission critical.

The Garland Company is ready and willing to provide that support. Our 127-year track record of delivering long-term waterproofing solutions combined with our exceptional financial stability ensures incredible value for your project. I'd like to share with you some additional things about Garland and our employee-owners, so that when you do decide to move forward with your commercial construction plans, you will consider working with us.

- Garland celebrated 125 years in business in 2020. *(A milestone few companies celebrate that serves as a testament to our hard work, strong moral compass, and dedication to our customers.)*
- Garland's corporate headquarters has been at the same Cleveland, Ohio location since 1919. *(We've remained true to our humble beginnings and to the neighborhood and families we support.)*
- We manufacture 95 percent of the roof products we sell in the United States. *(We have an unmatched level of control over product quality and performance and are dedicated to providing products that are "Made in America".)*
- Garland was an early adopter of green initiatives and remains an industry leader in sustainability, with focus areas on reducing our carbon footprint and using recycled materials as part of our formulations. *(We care about the impact we have on our planet.)*
- The average tenure of our employees is far beyond the industry average. *(An important factor considering the caliber and consistency of products we produce and the service we provide in the field.)*
- Garland donates thousands of dollars to local and national charities each year. *(Giving back is a key part of our company's culture.)*
- Garland is a 100 percent employee-owned company. *(We value our employees and as a result, they take pride in growing and owning their company.)*

With all of that being said, Garland would be honored to be your partner on any waterproofing project, large or small, in the near future or down the road. With best-in-class products, long-term warranties, and very detailed project management services, our promise continues to be great value. Our strong

financial health further illustrates our ability to remain true to our commitments of providing you with superior products and services for the long term. A summary of our financial highlights includes:

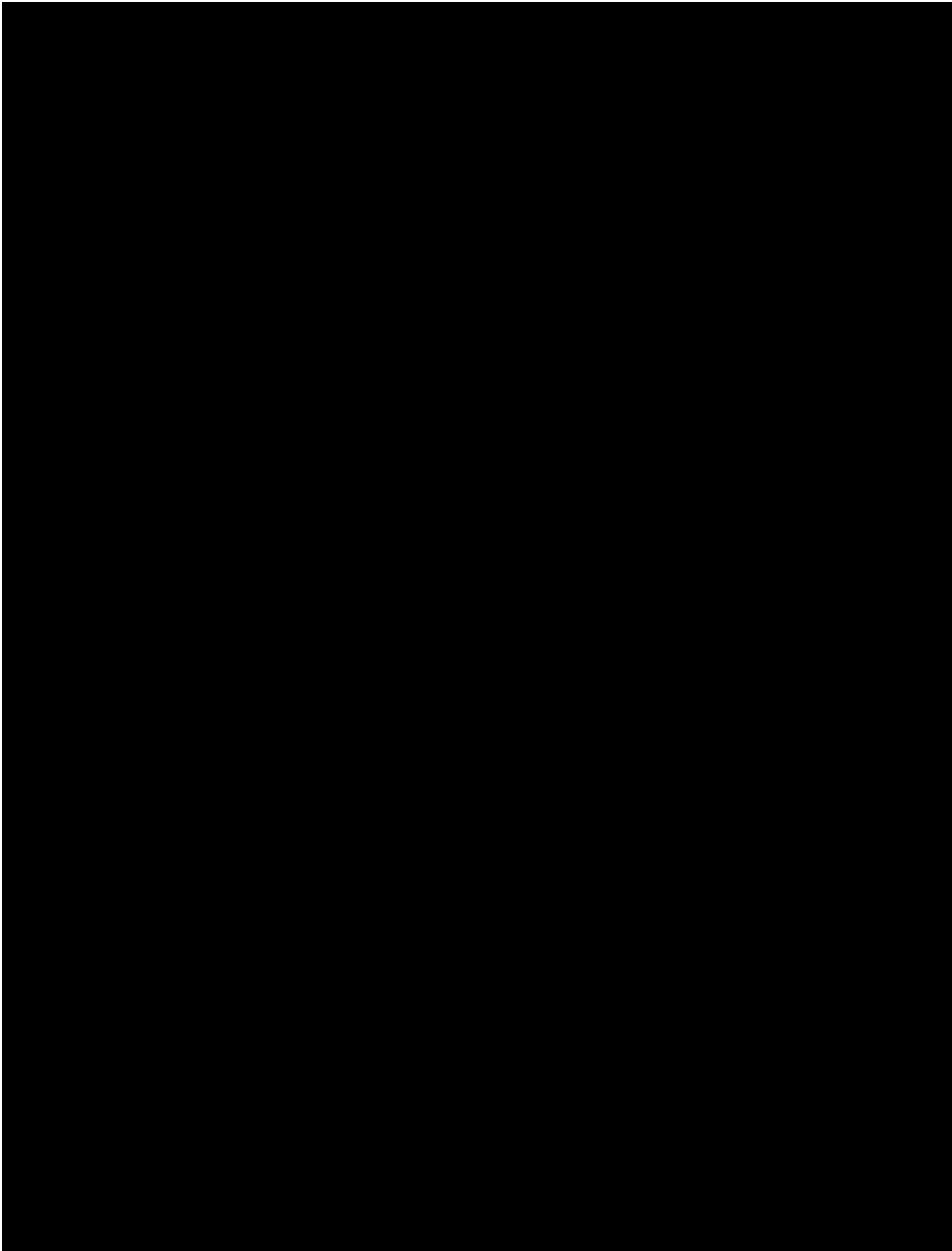
- Annual sales over \$300 Million
- A current ratio of assets to liabilities of 5:1
- A warranty expense that is under three percent of sales and is internally funded
- Dun & Bradstreet's highest corporate rating of 5A1
- The ability to guarantee 100 percent coverage of future liabilities

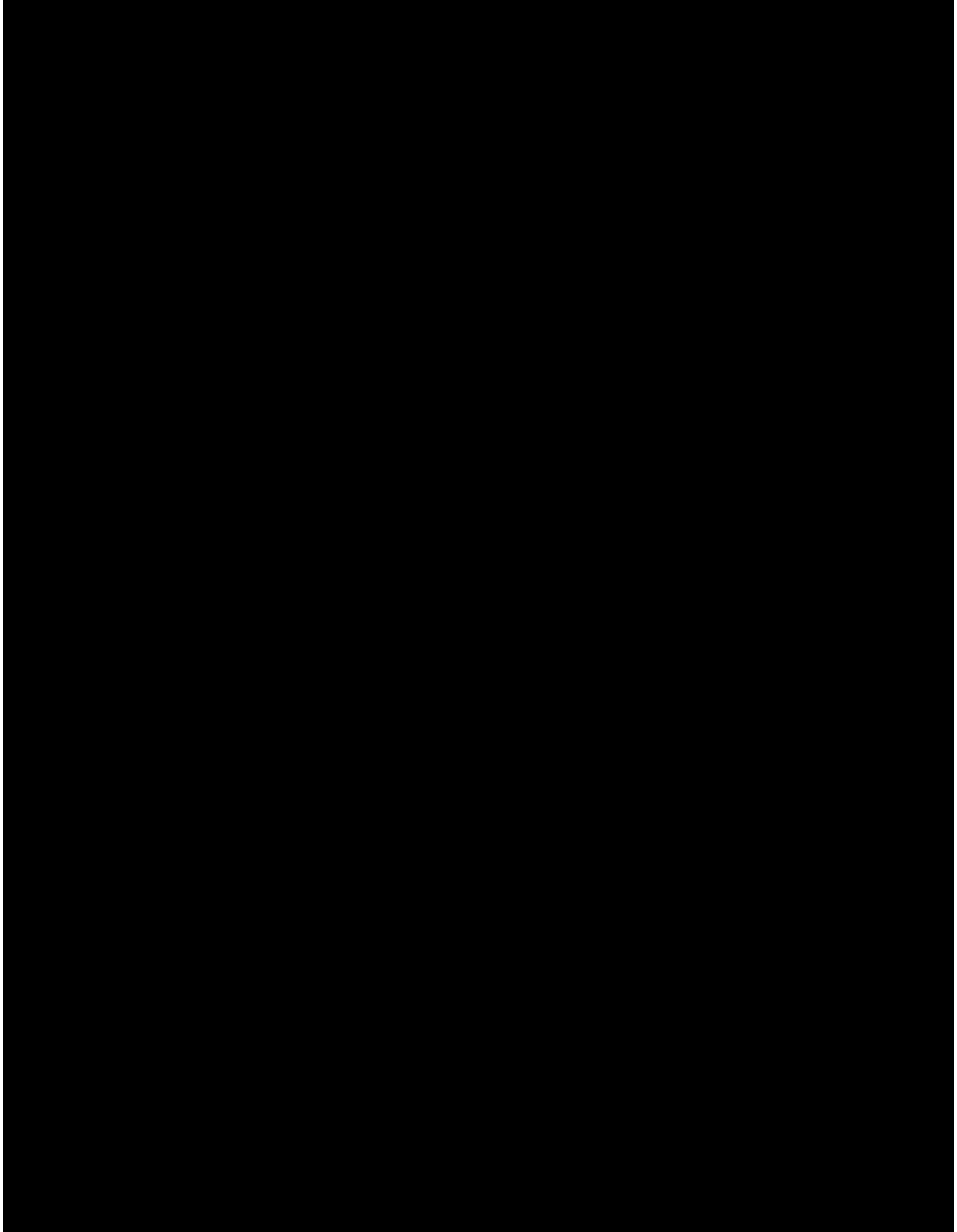
We look forward to assisting you in any way possible. If you have any questions or comments, I hope you will let me know.

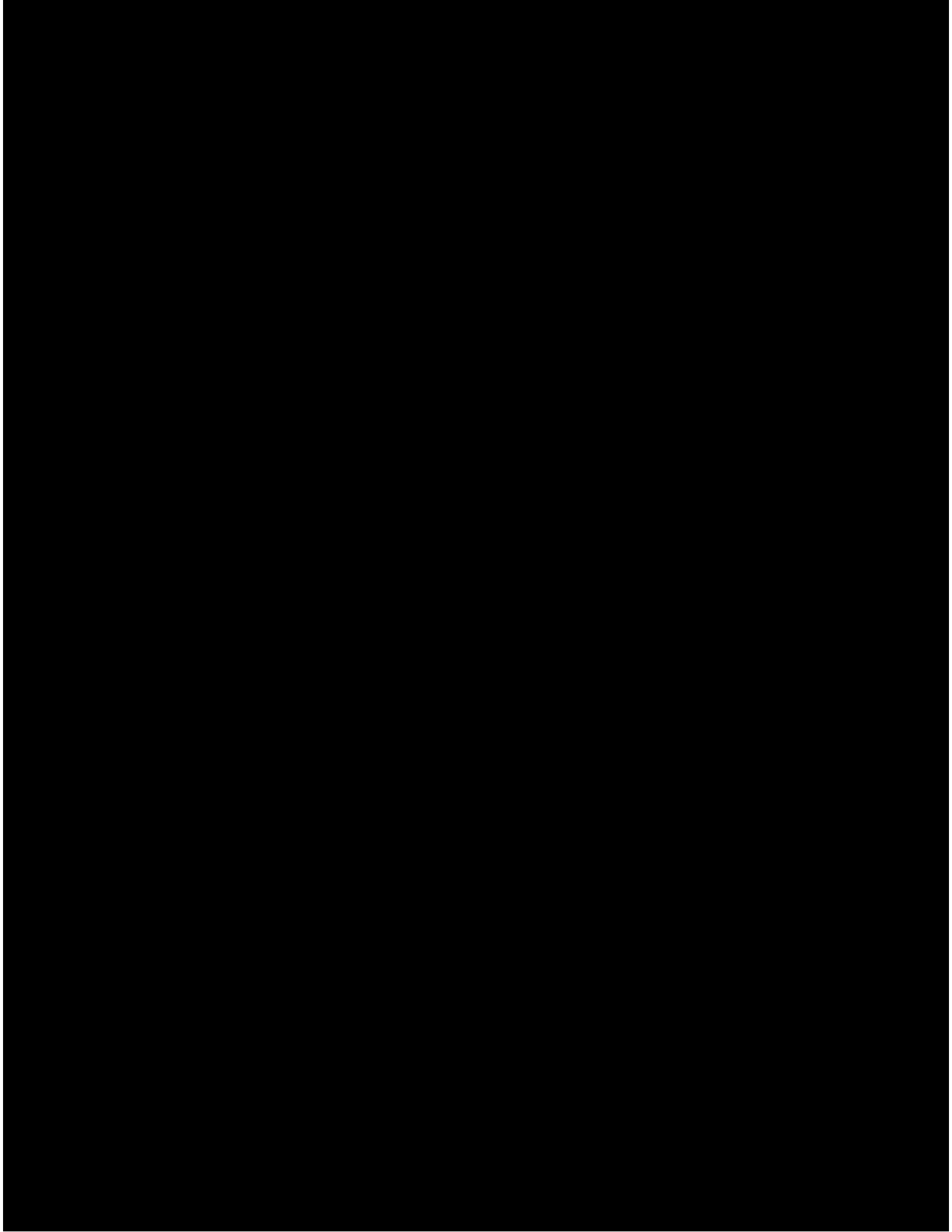
Kind regards,

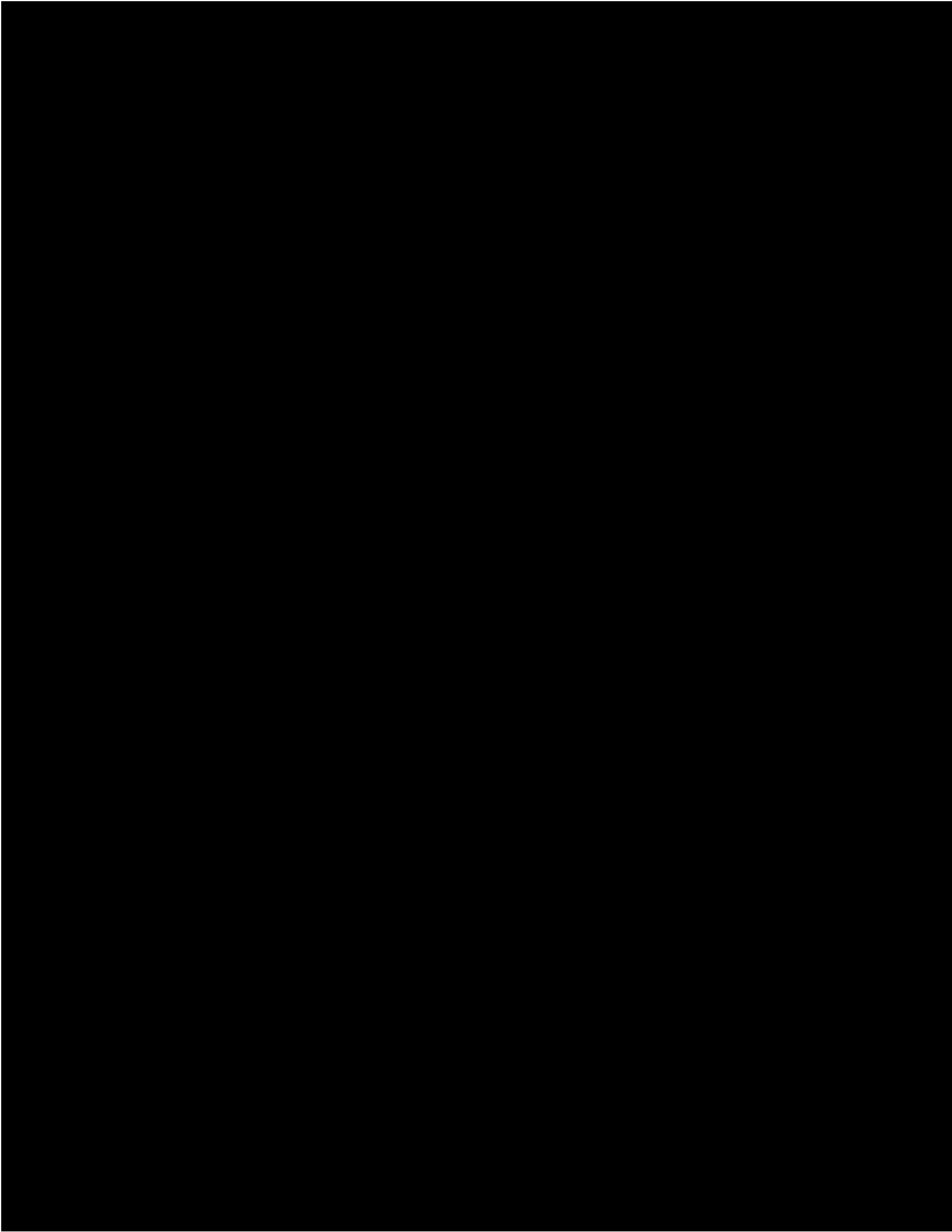


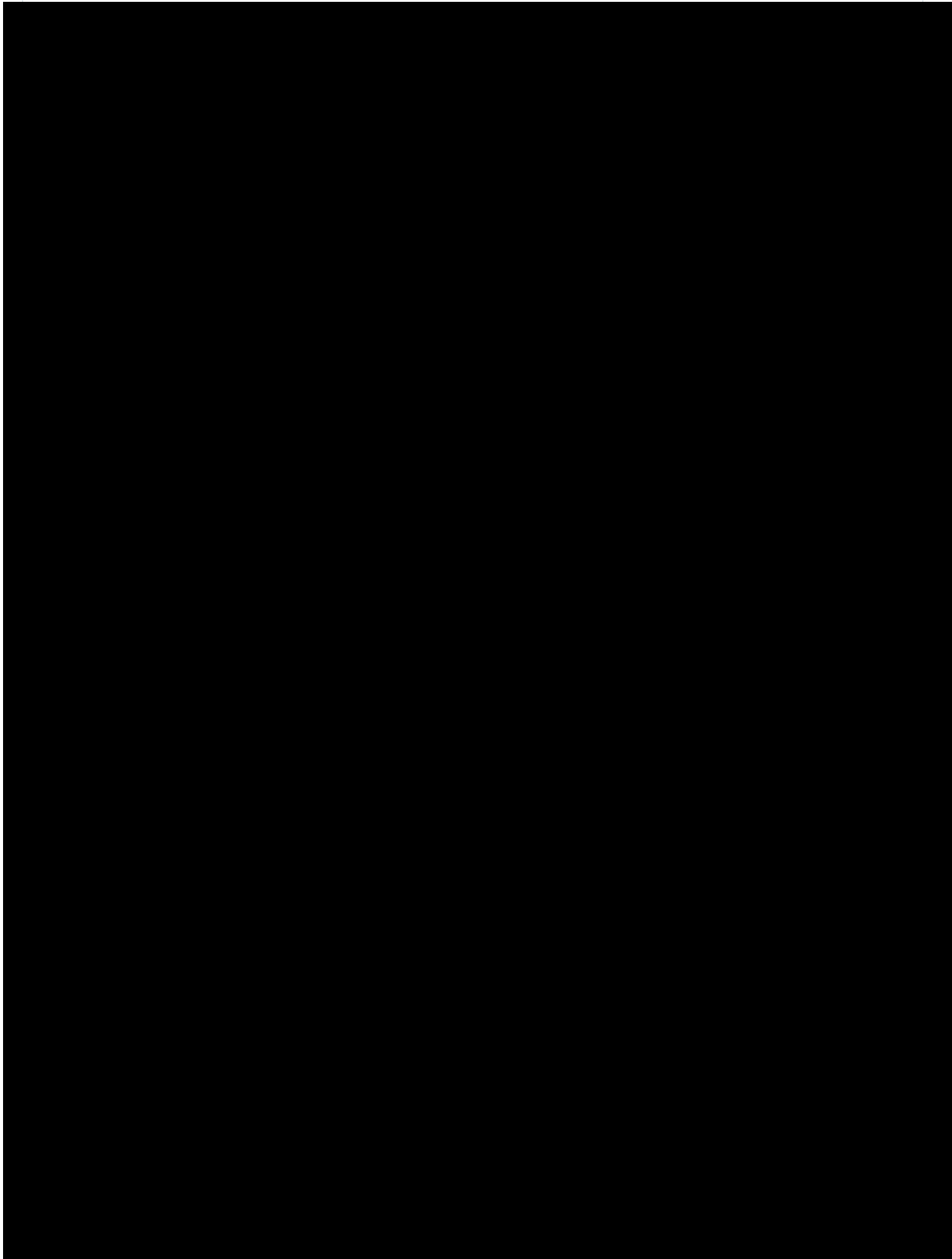
Matthew J. McDermott
President, The Garland Company, Inc.
Employee Owner Since 2011

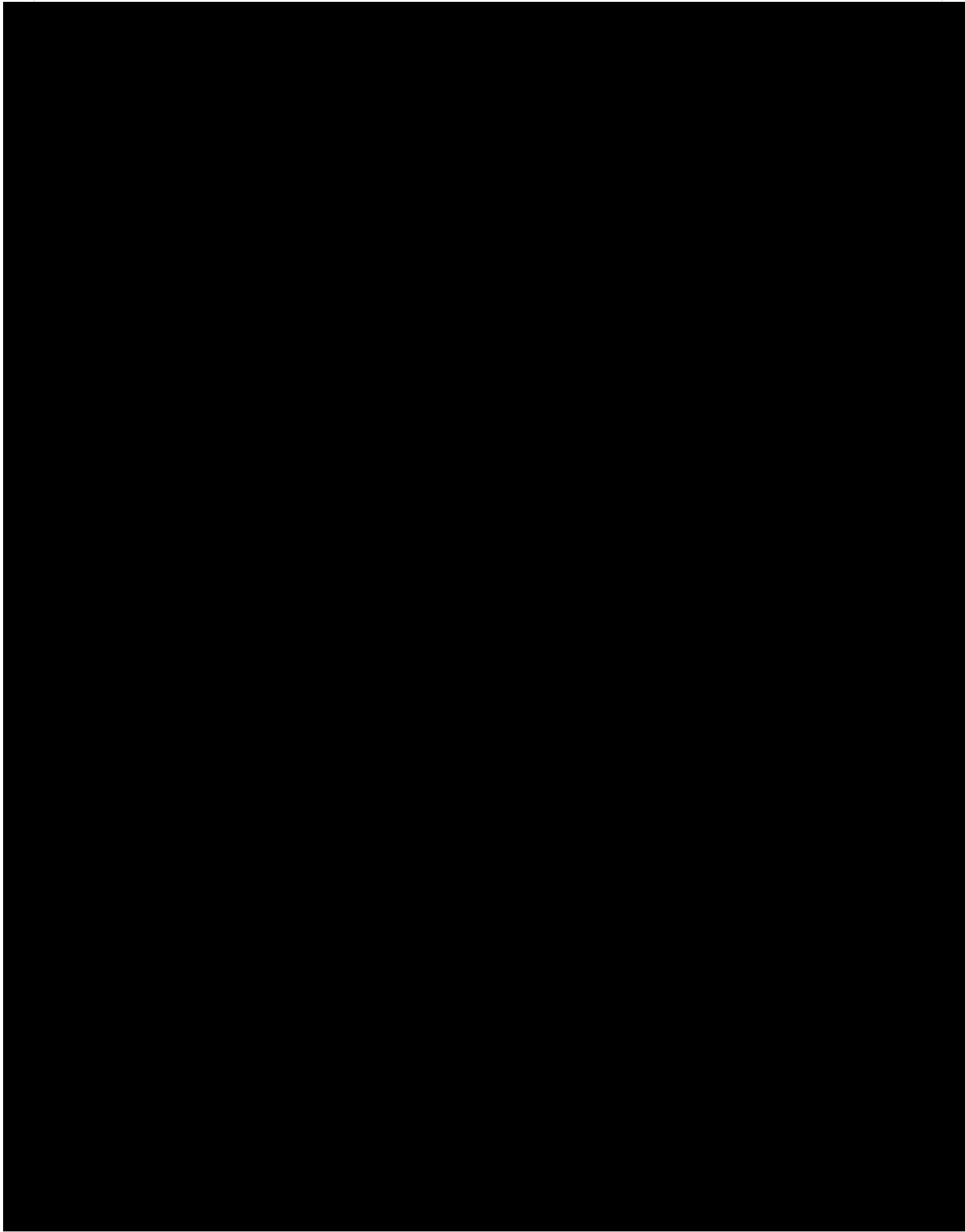


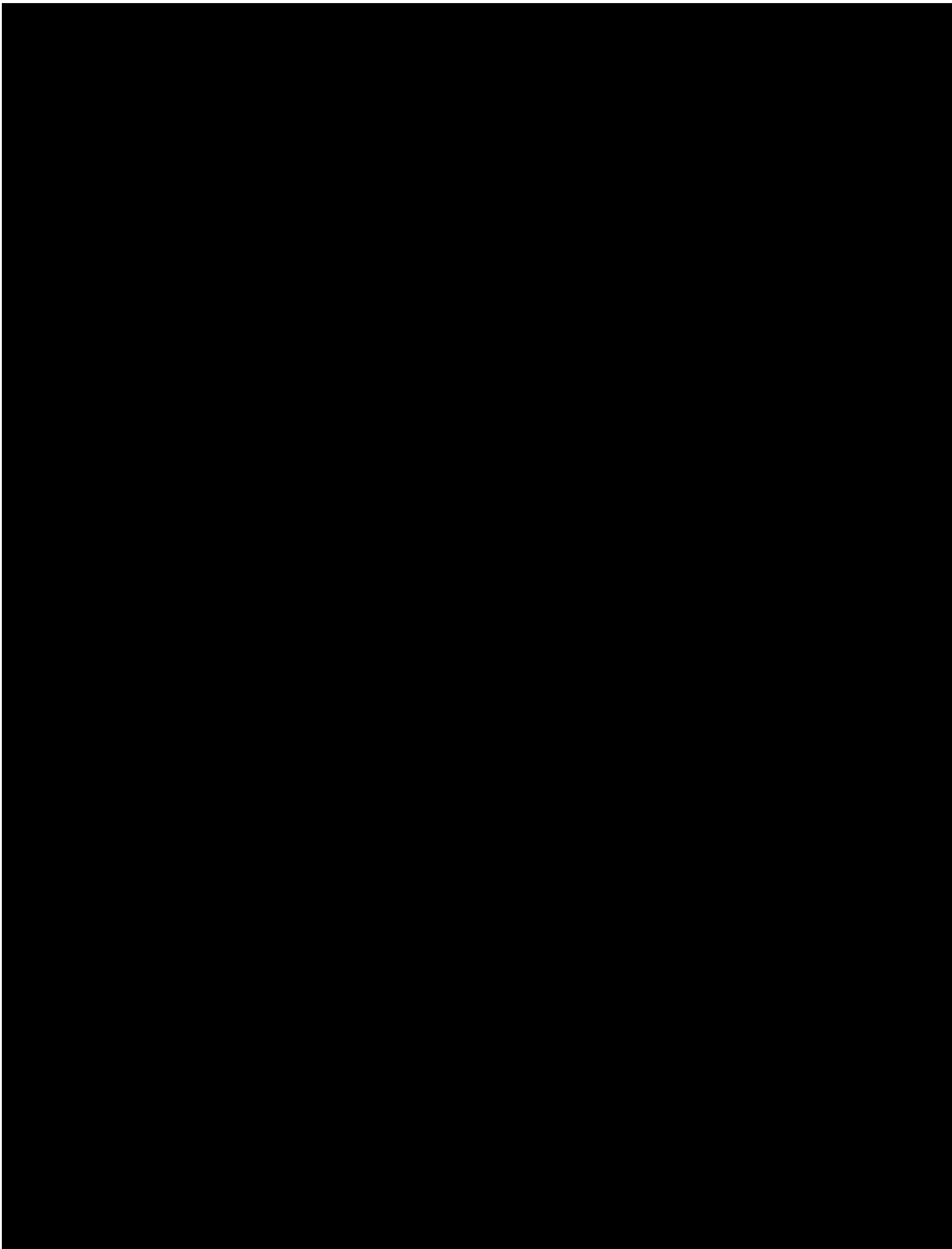


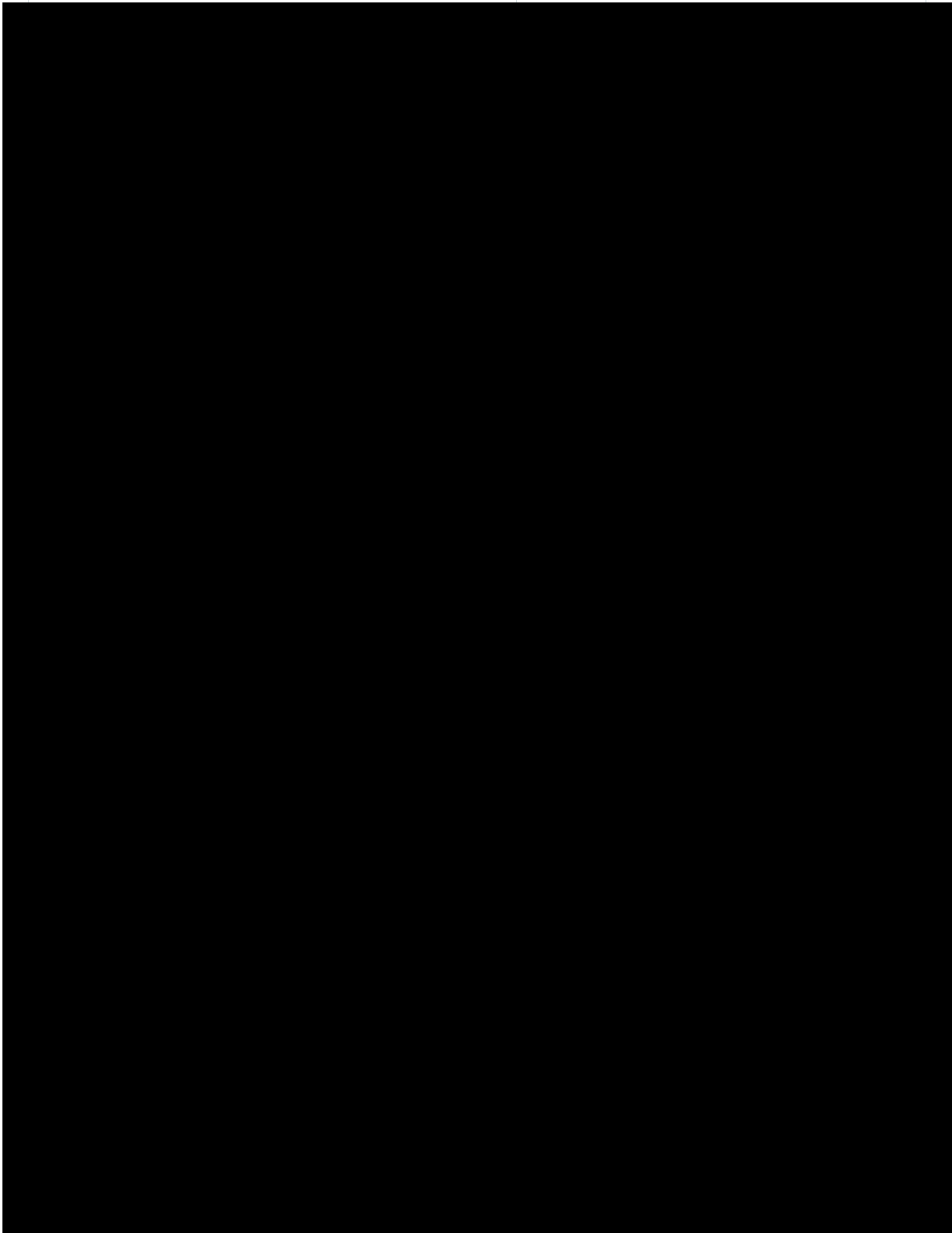


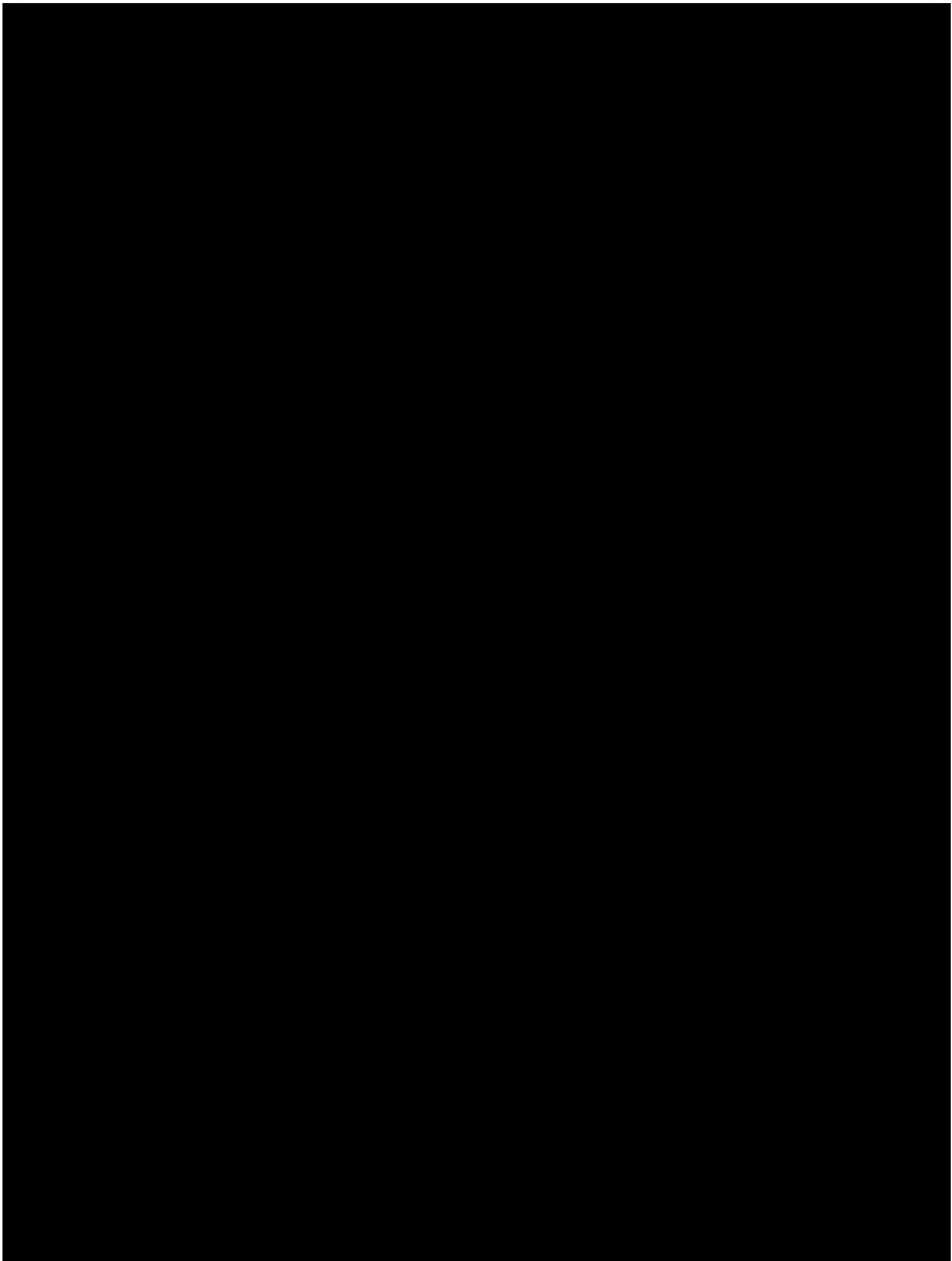


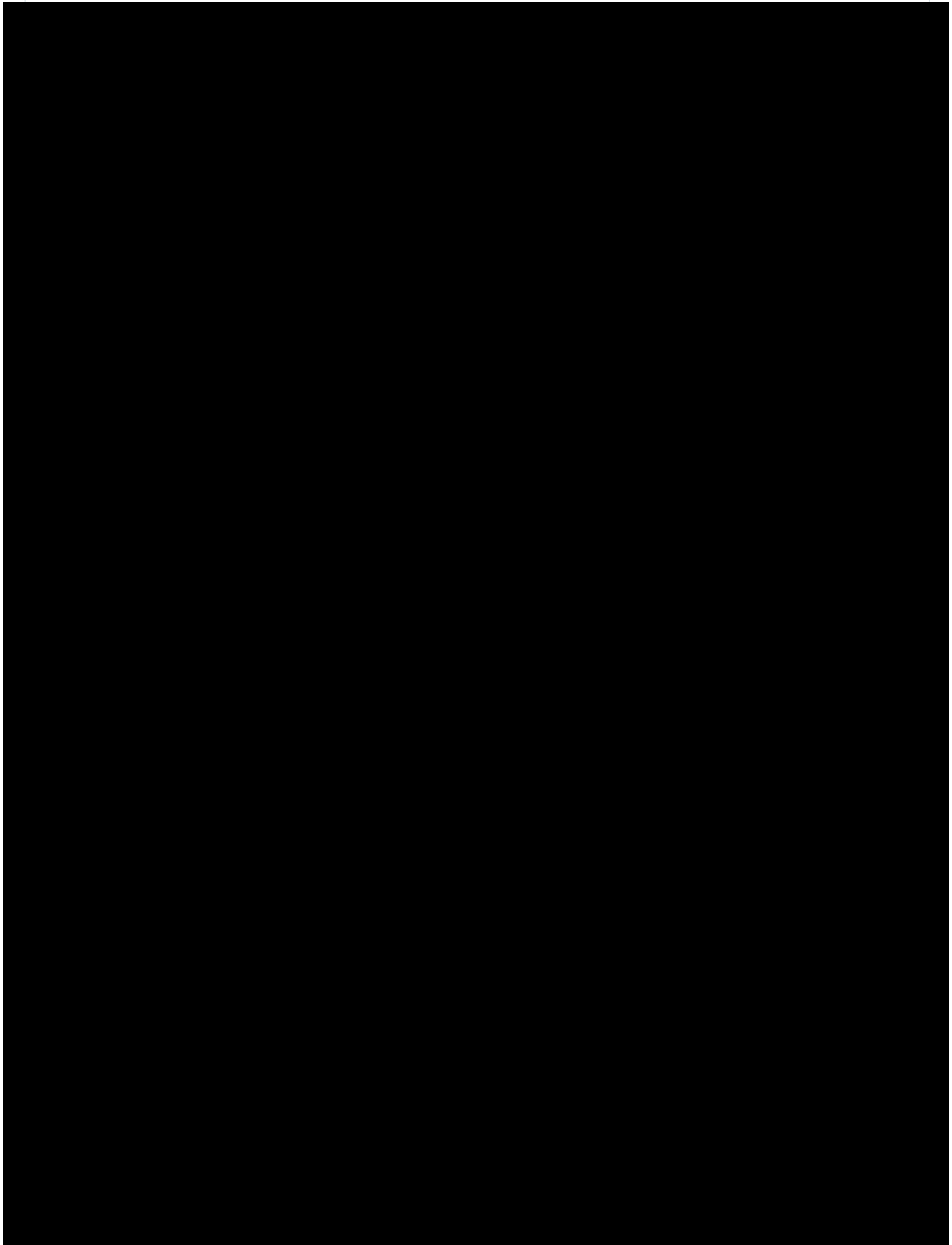


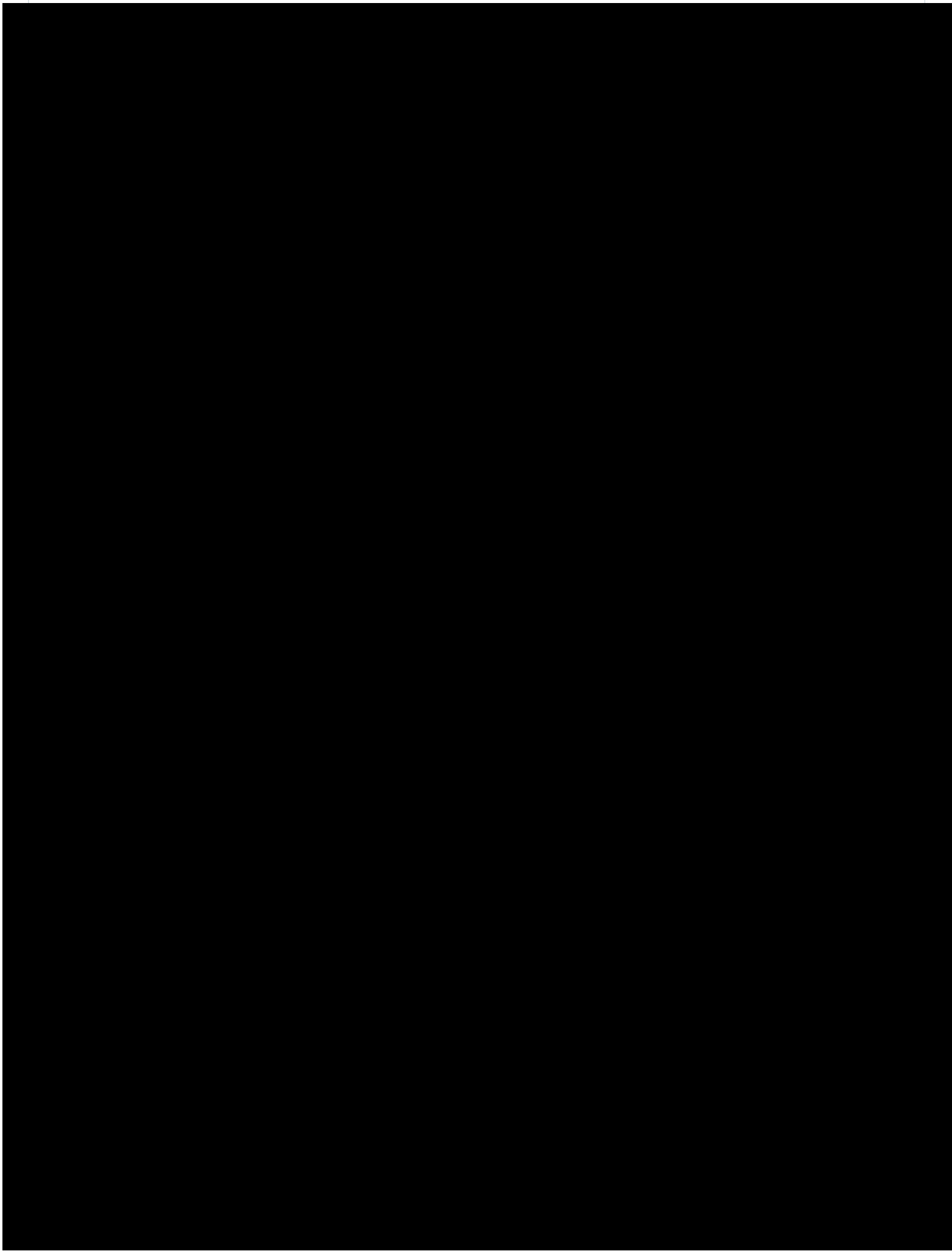


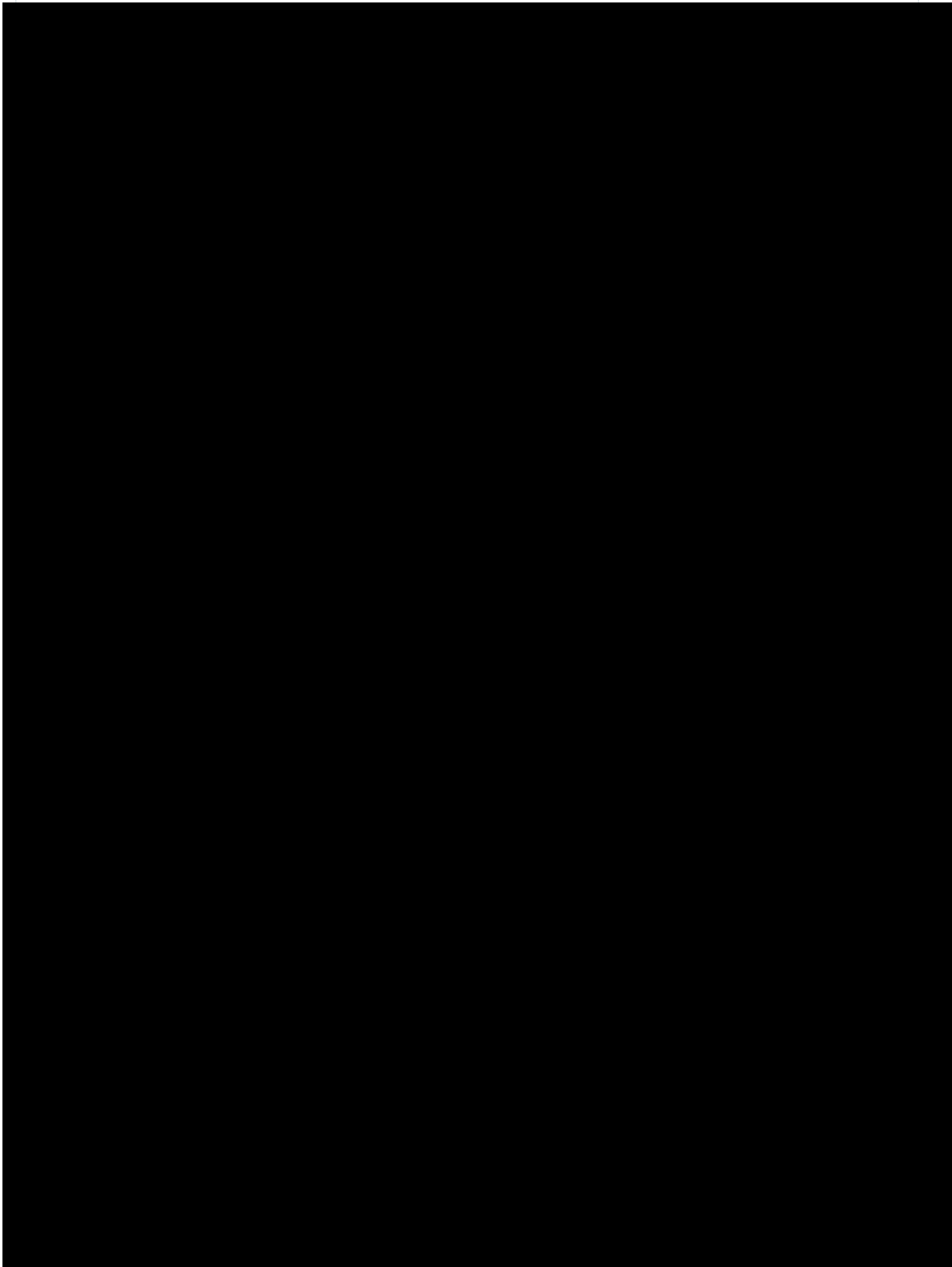


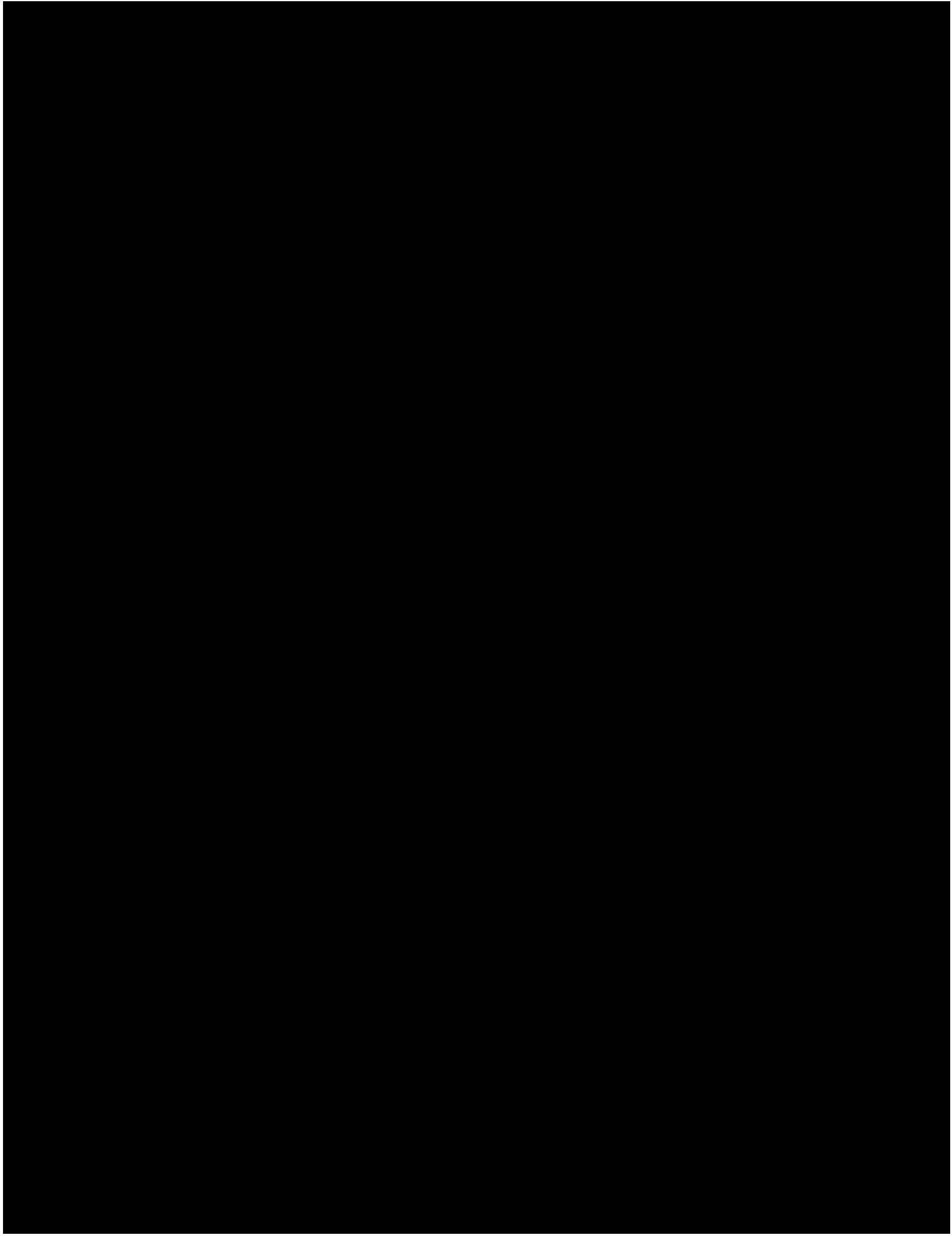


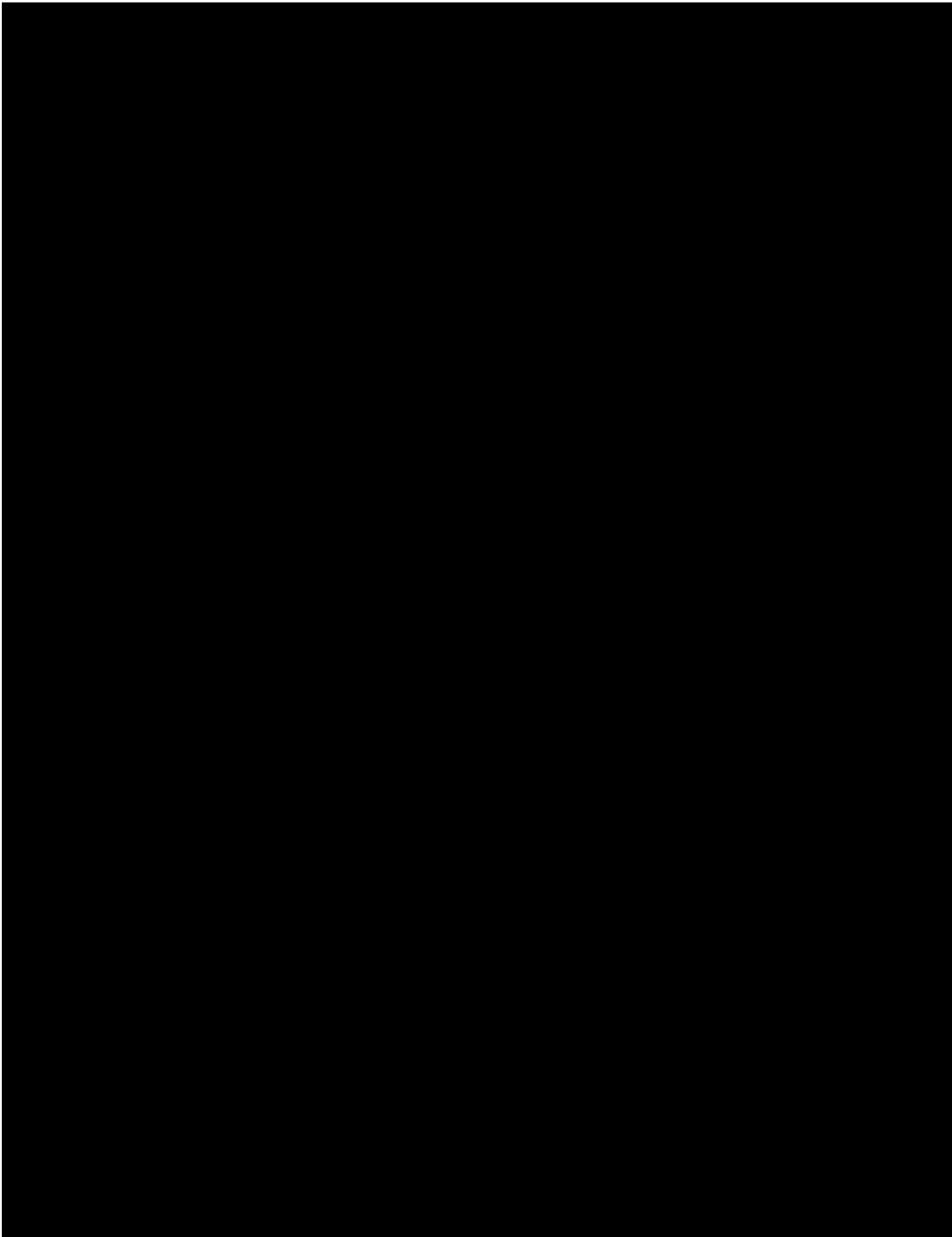


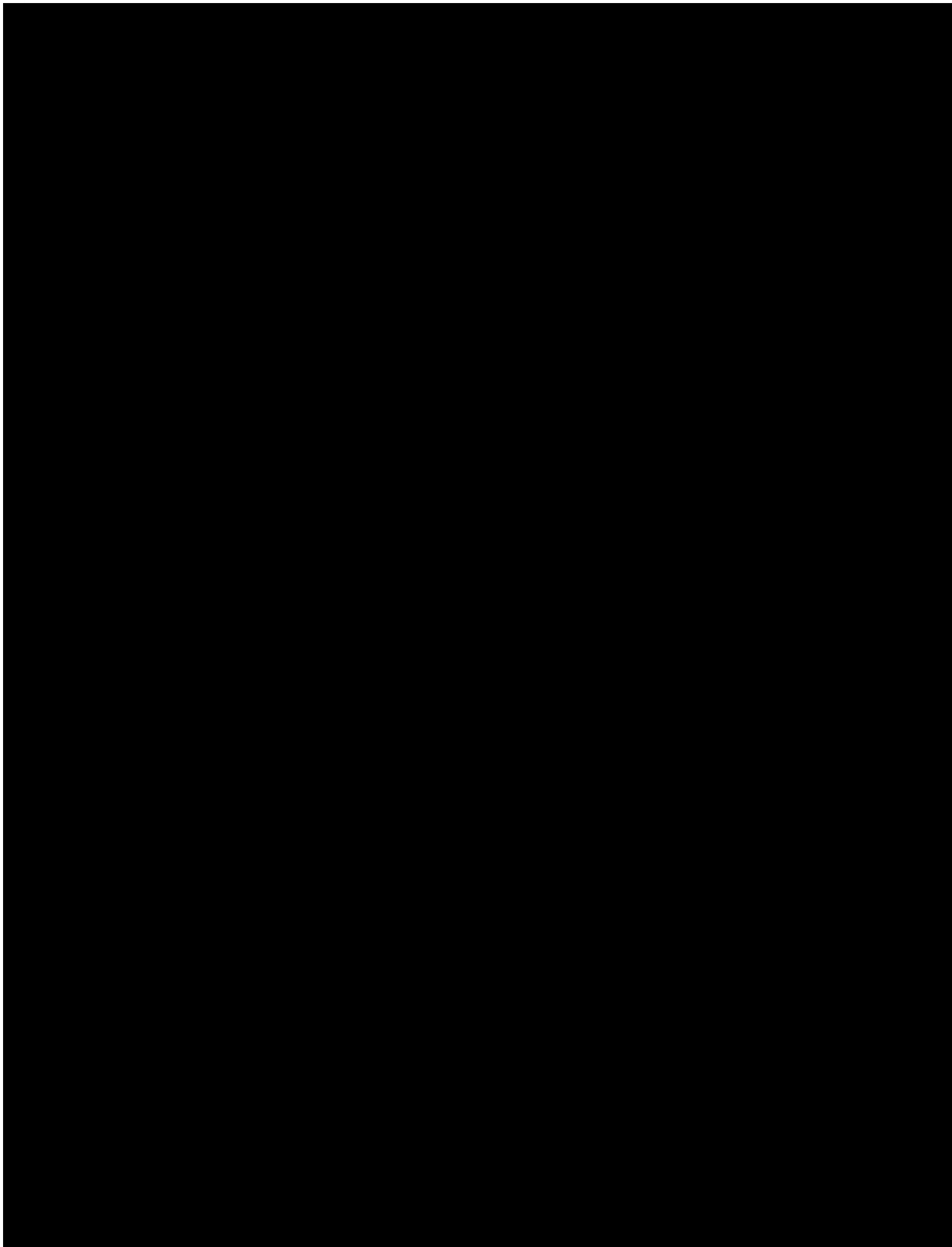


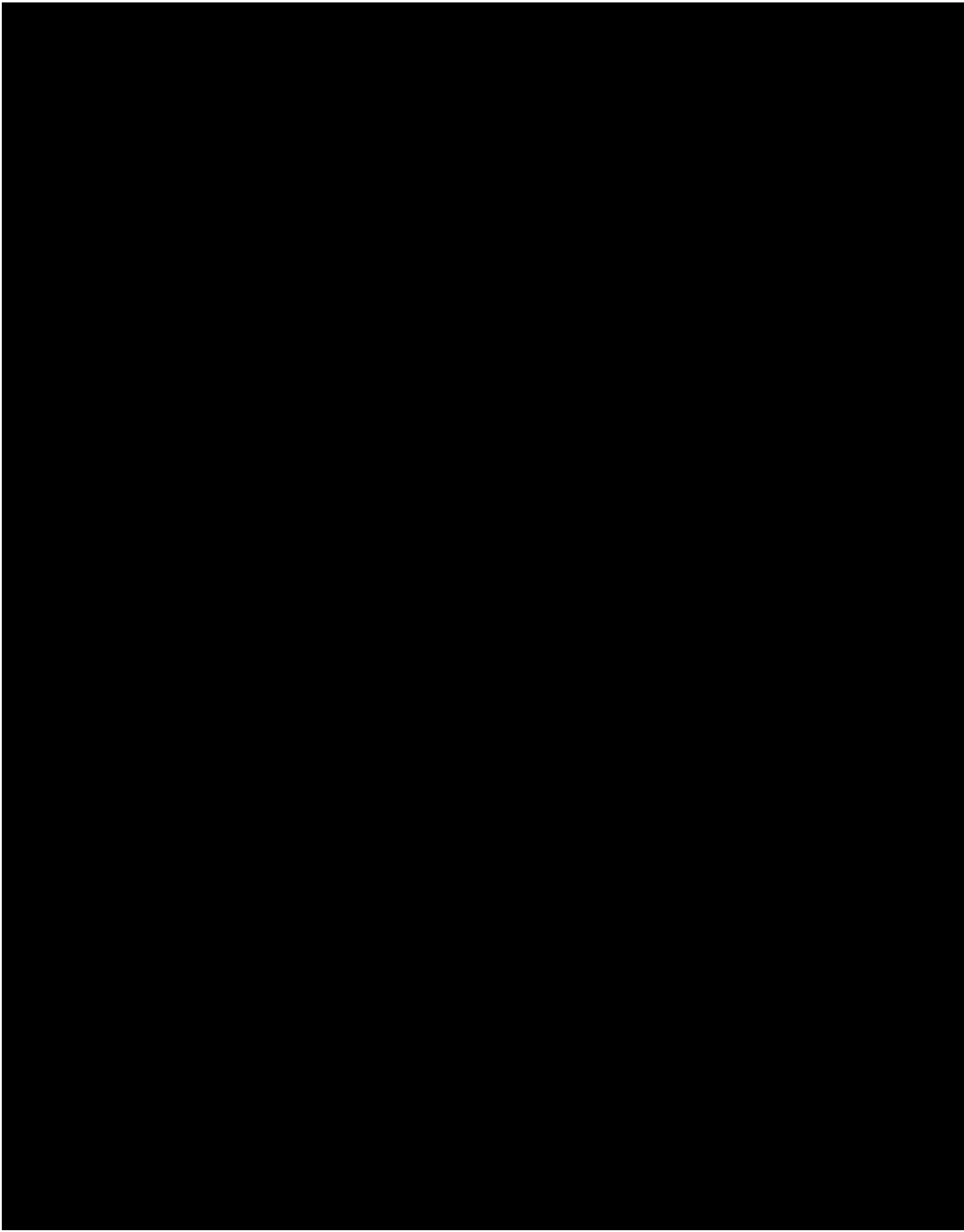


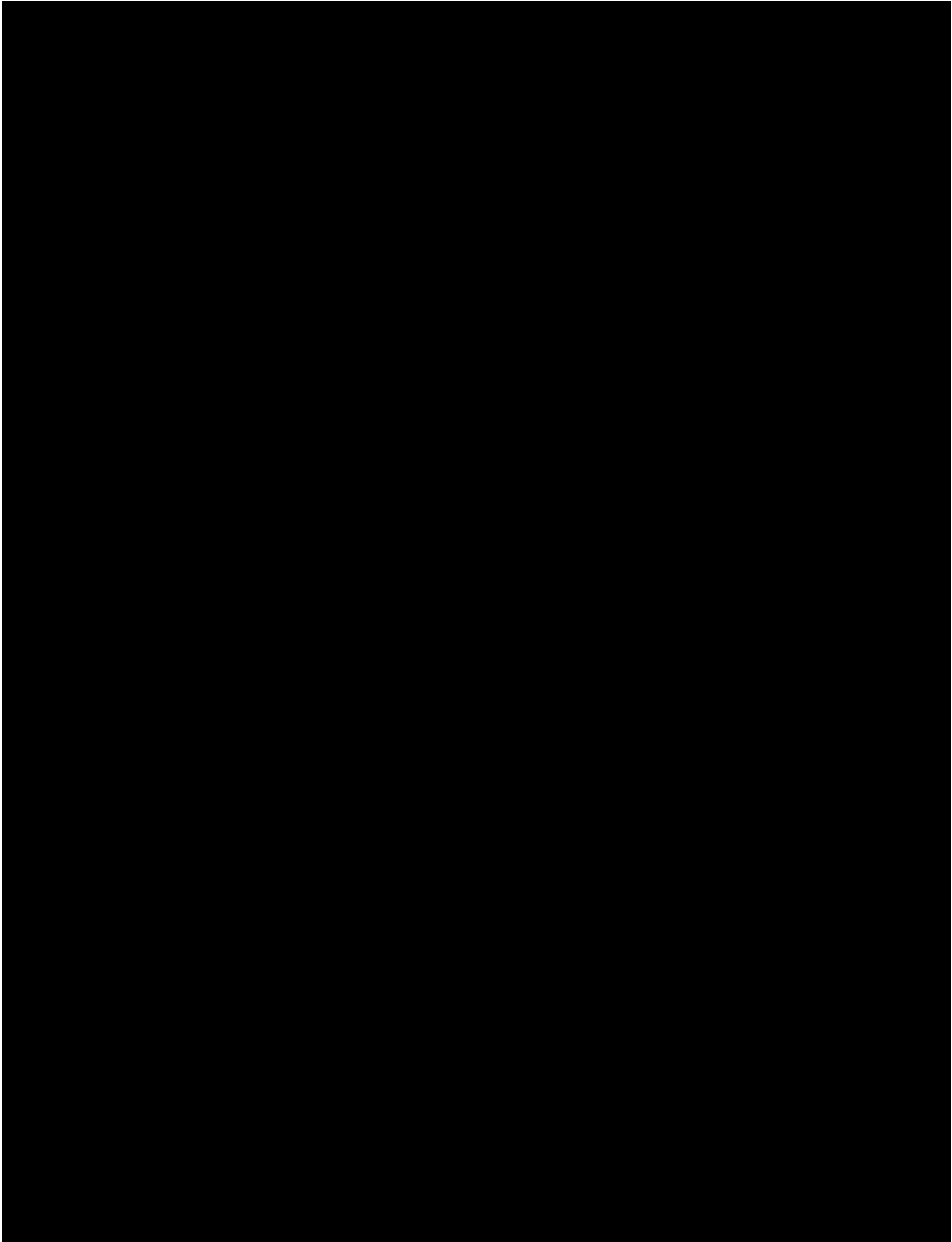


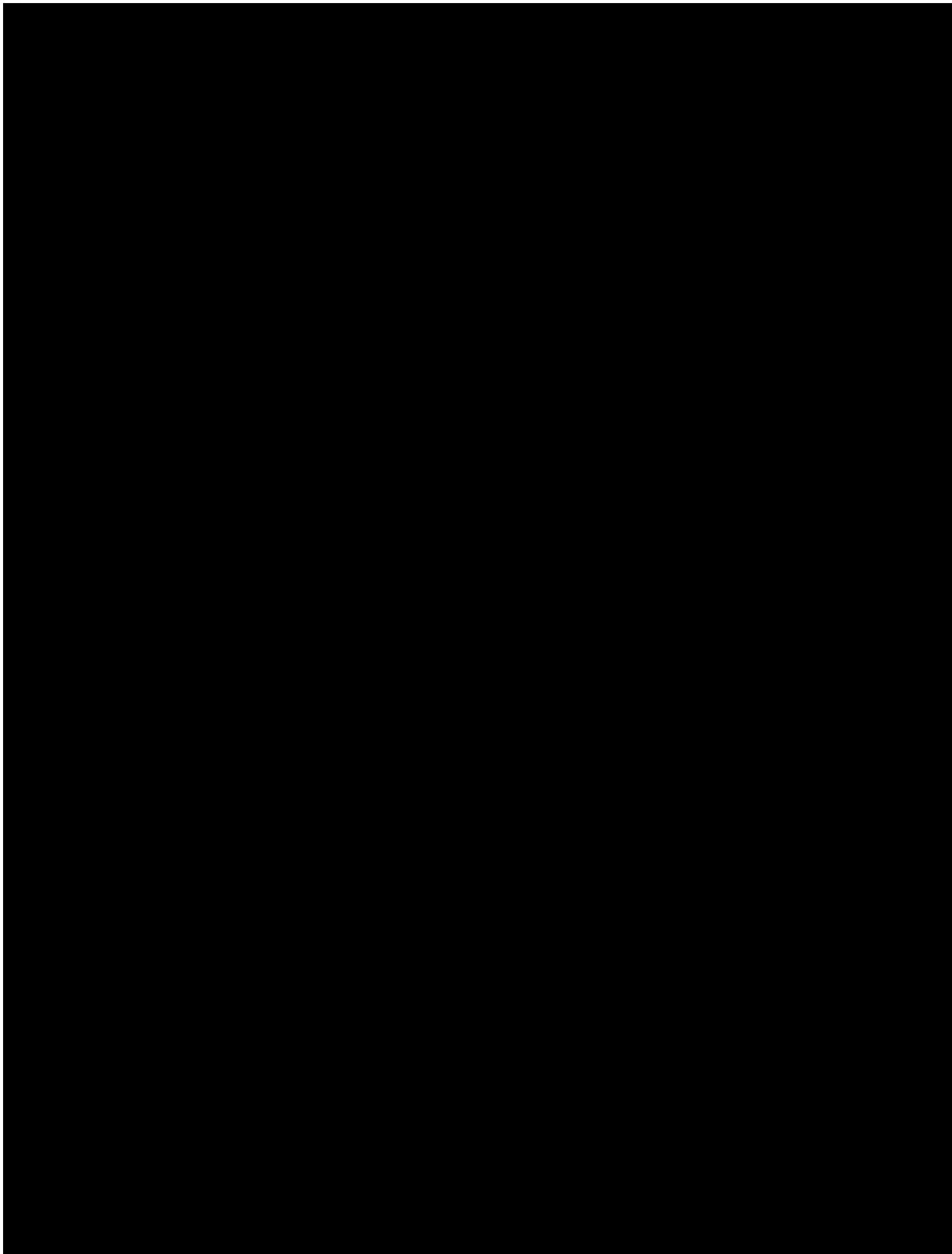


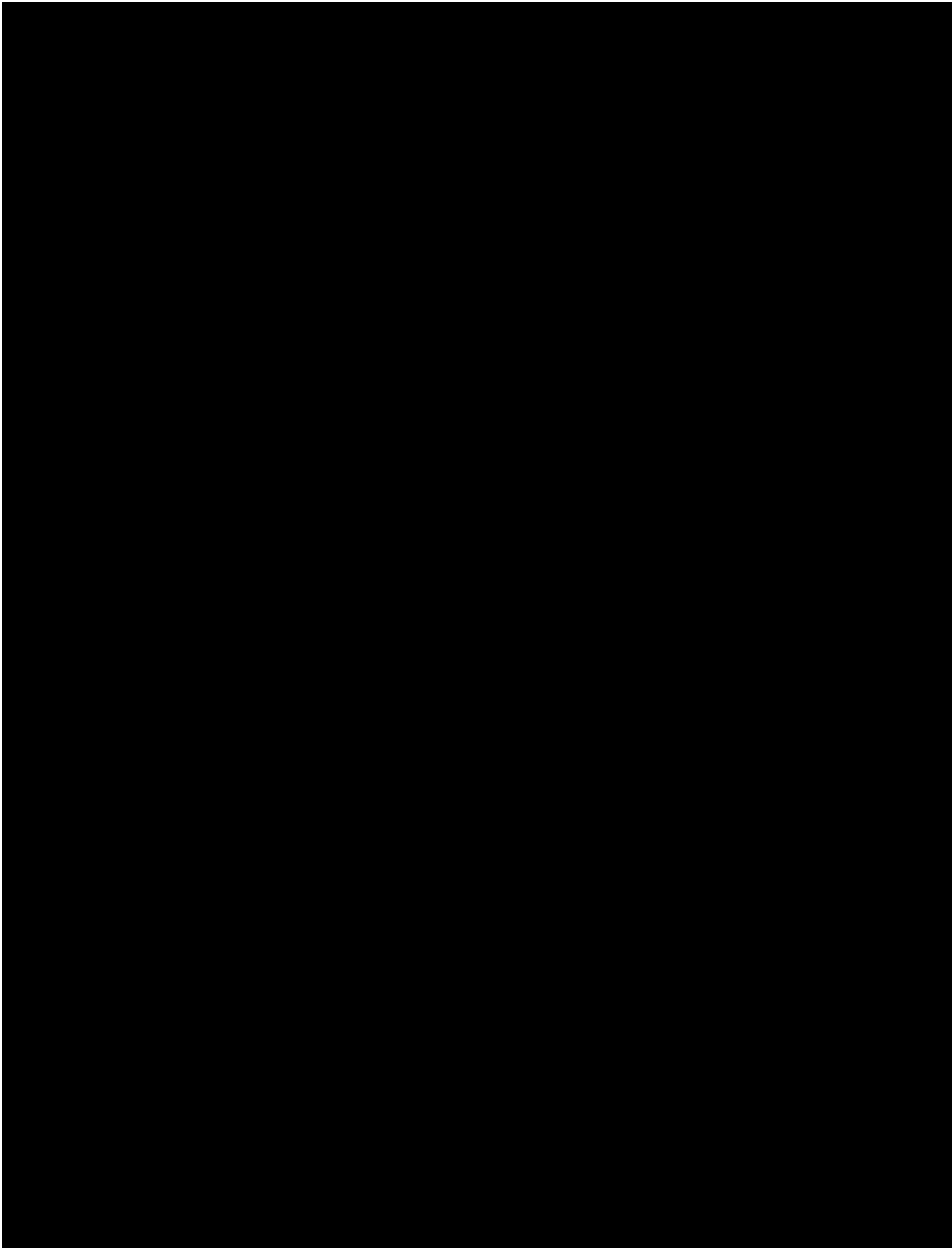


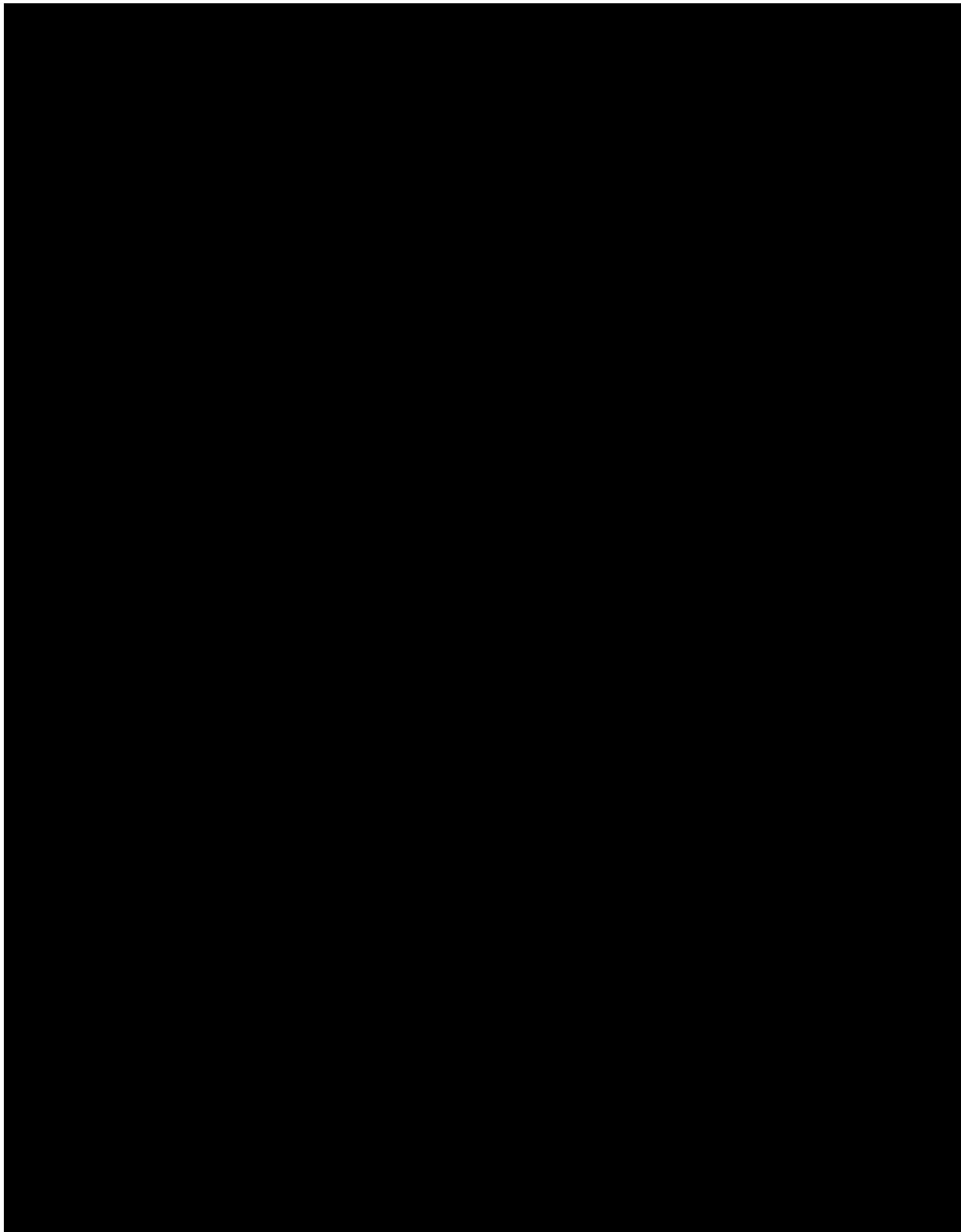


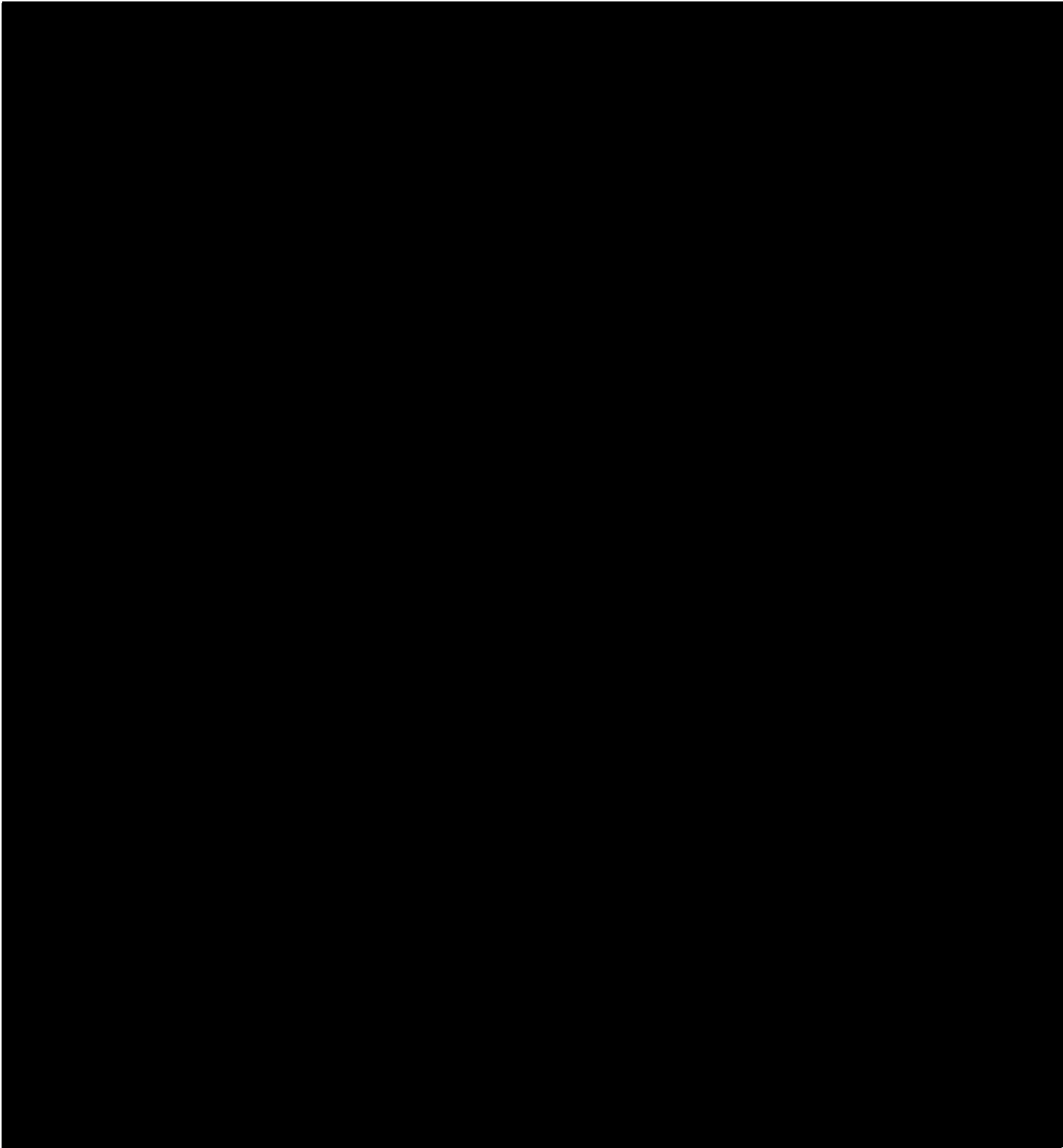






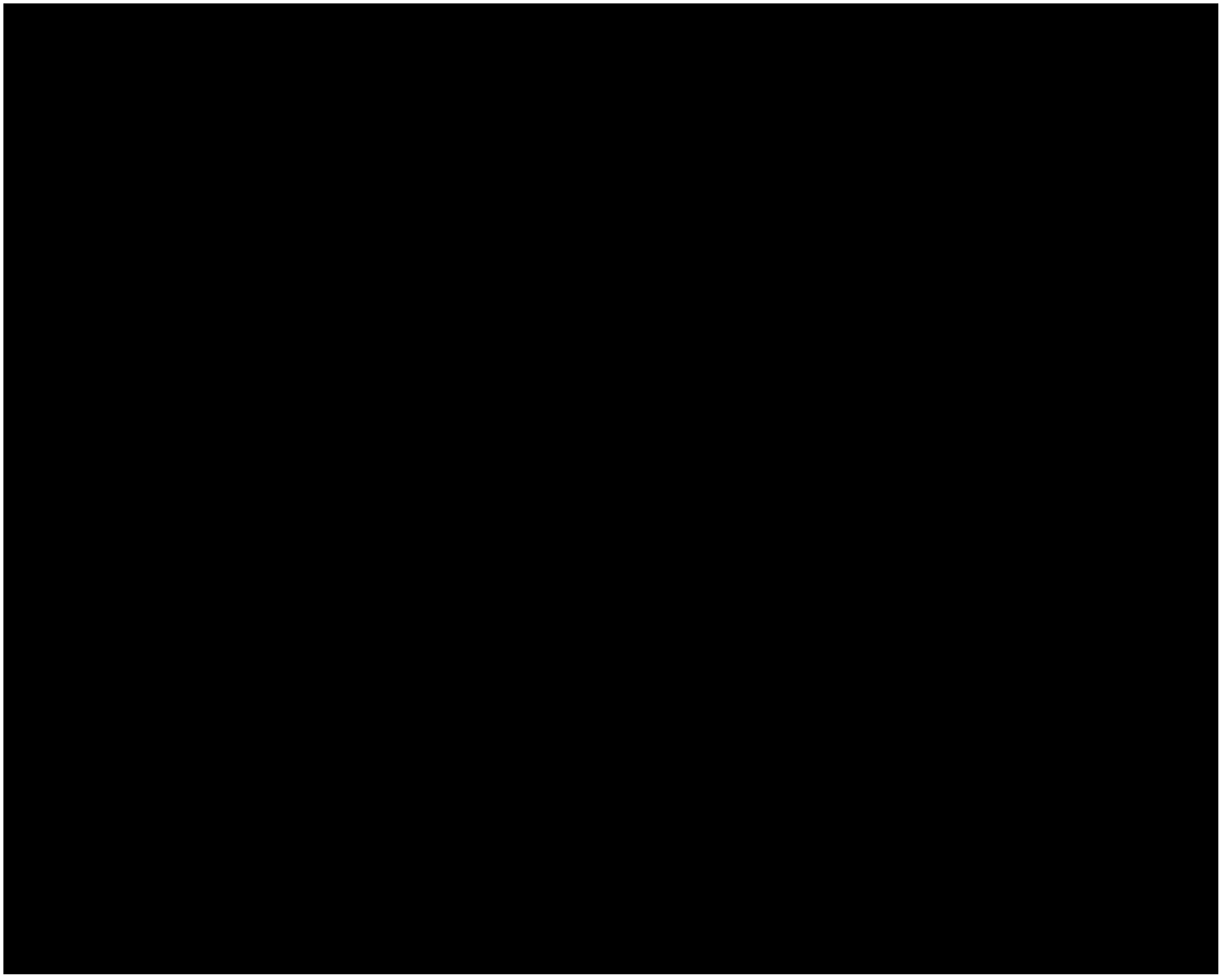






MOVING FORWARD. **TOGETHER.**

CITY OF BROOKLYN • 7619 Memphis Avenue, Brooklyn, OH 44144 • 216-351-2133 • brooklynohio.gov





The Garland Company, Inc.®

Five (5) Year Material Limited Warranty

Owner Name: SAMPLE **Contractor Name:** _____
Address: _____ **Address:** _____
City: _____ **State/Zip:** _____ **City:** _____ **State/Zip:** _____
Building Name: _____ **Products:** _____
Roof ID: _____ **Square Footage:** _____

MANUFACTURER RESPONSIBILITIES

The Garland Company, Inc. ("Garland"), a Corporation of the State of Ohio, warrants to the above-named Owner that the Garland products (Product) installed on the above-named project will be free from defect and meet the minimum published specifications for the material for a period of five (5) years from the date of installation. Any materials found to be defective or below the minimum published specifications during the Warranty period will be replaced by Garland. Garland will not be responsible for any damage to the building or its contents or any other consequential damages and its responsibility is limited to replacing any defective materials. Garland's obligation for repair remedies under this Warranty shall in no event exceed the cost of the original materials of this project.

APPLICABILITY OF WARRANTY

For this Warranty to remain in effect, all repairs, changes, alterations, modifications and/or additions to the roof system must be authorized in advance in writing by Garland. This Warranty may be transferred upon Garland's written consent, Garland's approval of maintenance to the roof system, and payment of a transfer fee. This Warranty excludes the following:

- A. Damage by natural disasters including, but not limited to, fire, floods, lightning, hail, earthquakes, wind damage over 90 mph, etc.
- B. Damage by structural movement or failure or movement of any material underlying the roofing system or base flashing.
- C. Damage by acts of negligence, misuse or accidents including, but not limited to, use of roof for other than waterproofing the building, vandalism, civil disobedience or acts of war.
- D. Damage to the product resulting from:
 - 1. Infiltration or condensation of moisture in, through, or around walls, copings, building structure or underlying or surrounding areas.
 - 2. Ponding water, defined as standing water 48 hours after rainfall.
 - 3. Chemical contaminate attacks on the roofing system.
 - 4. Defects in engineering or building design or construction.
 - 5. Traffic or storage of materials on the roof.
 - 6. Defects in, failure or improper application of the underlying structural material used as a base upon which the roof is applied.
- E. Leaks caused by deteriorated or failing sealants, such as: caulking or pitch pan sealants
- F. Any aesthetic issues that do not directly cause the roofing system to leak including, but not limited to:
 - (1) ridges, cracks, blisters, wrinkles, fish mouths or other similar conditions or
 - (2) changes in surfacing such as appearance, mineral loss, discoloration, peeling protective coatings, aggregate loss, or similar conditions.
- G. Edge metal or metal components fading, chalking, or weathering; nor for damage, rust, or other conditions resulting from the building being located within 1,500 feet of a body of saltwater, from acid rain, or any normal surface rust along the edges which, in the process of manufacturing and/or installation, have been factory-sheared or exposed in the field.
- H. Damage caused by Owner-initiated changes not previously approved by Garland in writing including, but not limited to:
 - 1. Changes in the usage of the building.
 - 2. Modifications or additions to the roofing system.
- I. Damage caused by the failure of Owner to properly maintain the roof system according to the Owner's Manual in effect as of the date of this Warranty issuance and attached Hereto and provided to the Owner. Lack of proper care and maintenance is cause for cancellation of this Warranty.
- J. Damage for which the Owner does not provide Garland with timely written notice of a claim pursuant to the terms of this Warranty.

LIMITATIONS

Garland shall not be responsible for any damages that occur as a result of leaks, including, but not limited to damage to real or personal property, the structure itself, or contents therein. Garland's liability under this Warranty is limited to replacing defective material, but in no event is the liability to exceed the original amount paid to Garland for the product. Garland is not responsible for the removal or replacement of any equipment or systems or overburden. In no event is Garland liable for any incidental, special, consequential, indirect, or punitive damages, loss of use or profits, or diminution in value.

EXCEPT AS SET FORTH HEREIN, GARLAND MAKES NO OTHER WARRANTIES AND HEREBY DISCLAIMS ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.

OWNER RESPONSIBILITIES

In the event of an issue, Owner shall provide written notice to Garland within seven (7) days of discovery of the issue and before any repairs are undertaken. The written notice shall be sent to 3800 East 91st Street, Cleveland, OH 44105, Attn: Warranty Department. Owner, or its agent or representatives shall then provide Garland with adequate access to allow Garland to inspect the issue and roof system. In the event the roofing system has rooftop equipment or overburden obscuring the waterproofing membrane, such as paver system, vegetated roofing, solar, solar thermal system, or any other material installed over the roof system, temporary or permanent, the Owner will have it removed before inspection at its sole expense. If it is determined that the issue is the direct result of defective materials, Garland will perform the repairs required to correct the issue at no cost to Owner. If Garland fails to have the repairs performed within 72 hours after its inspection, emergency temporary repairs performed by others will not void this Warranty, as long as those repairs are approved by Garland.

To the fullest extent allowed by law, this Warranty shall be construed under the laws of the State of Ohio and any actions or suits to enforce this Warranty shall be brought in the State of Ohio, County of Cuyahoga. This Warranty constitutes the sole and exclusive Warranty of the parties hereto and supersedes any prior understandings or written or oral agreements or warranties between the parties respecting the subject matter within. If any one or more of the provisions contained in this Warranty shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Warranty shall be construed as if the invalid, illegal or unenforceable provision had never been contained therein

WARRANTY ACCEPTANCE

Owner hereby accepts and agrees to the terms and conditions set forth in this Warranty.

By: The Garland Company, Inc.

Owner: _____

Signed By: 

Signed By: _____

Date: _____

Date: _____

The Garland Company, Inc.®
Ten (10) Year High-Performance Roof System Restoration Limited Warranty

Owner Name: SAMPLE **Contractor Name:** _____
Address: _____ **Address:** _____
City: _____ **State/Zip:** _____ **City:** _____ **State/Zip:** _____
Building Name: _____ **Products:** _____
Roof ID: _____ **Square Footage:** _____

MANUFACTURER RESPONSIBILITIES

The Garland Company, Inc. ("Garland"), a Corporation of the State of Ohio, warrants to the above-named Owner that the Garland roof system will not leak due to manufacturing defects by the above-named Contractor. Garland will pay all authorized costs of repairs to the roofing system necessary to stop any leaks caused by defective materials that occur during a period of ten (10) years, from the completion date, subject to the terms of this Warranty. In the event repairs to correct leaks caused by defective materials require removal and replacement of the roof system in recover applications, Owner will be responsible for all costs associated with the removal and replacement of the original roof system. Garland's obligation for repair remedies under this Warranty shall in no event exceed the cost of the original materials of this project.

APPLICABILITY OF WARRANTY

For this Warranty to remain in effect, all repairs, changes, alterations, modifications and/or additions to the roofing system must be authorized in advance in writing by Garland. This Warranty may be transferred upon Garland's written consent, Garland's approval of maintenance to the roofing system, and payment of a transfer fee. This Warranty excludes the following:

- A. Damage by natural disasters including, but not limited to, fire, floods, lightning, hail, earthquakes, wind damage over 90 mph, etc.
- B. Damage by structural movement or failure or movement of any material underlying the roofing system or base flashing.
- C. Damage by acts of negligence, misuse or accidents including, but not limited to, use of roof for other than waterproofing the building, vandalism, civil disobedience or acts of war.
- D. Damage to the roofing system resulting from:
 - 1. Infiltration or condensation of moisture in, through, or around walls, copings, building structure or underlying or surrounding areas.
 - 2. Ponding water, defined as standing water 48 hours after rainfall.
 - 3. Chemical contaminate attacks on the roofing system.
 - 4. Defects in engineering or building design or construction.
 - 5. Traffic or storage of materials on the roof.
 - 6. Defects in, failure or improper application of the underlying structural material used as a base upon which the roof is applied.
- E. Leaks caused by deteriorated or failing sealants, such as: caulking or pitch pan sealants
- F. Any aesthetic issues that do not directly cause the roofing system to leak including, but not limited to:
 - (1) ridges, cracks, blisters, wrinkles, fish mouths or other similar conditions or
 - (2) changes in surfacing such as appearance, mineral loss, discoloration, peeling protective coatings, aggregate loss, or similar conditions.
- G. Edge metal or metal components fading, chalking, or weathering; nor for damage, rust, or other conditions resulting from the building being located within 1,500 feet of a body of saltwater, from acid rain, or any normal surface rust along the edges which, in the process of manufacturing and/or installation, have been factory-sheared or exposed in the field.
- H. Damage caused by Owner-initiated changes not previously approved by Garland in writing including, but not limited to:
 - 1. Changes in the usage of the building.
 - 2. Modifications or additions to the roofing system.
- I. Damage caused by the failure of Owner to properly maintain the roof system according to the Owner's Manual in effect as of the date of this Warranty issuance and attached Hereto and provided to the Owner. Lack of proper care and maintenance is cause for cancellation of this Warranty.
- J. Damage for which the Owner does not provide Garland with timely written notice of a claim pursuant to the terms of this Warranty.

LIMITATIONS

Garland shall not be responsible for any damages that occur as a result of leaks, including, but not limited to damage to real or personal property, the structure itself, or contents therein. Garland's sole responsibility under this Warranty is for the costs associated with repairs of leaks caused by defective materials or set forth above. Garland shall not be liable for any discoloration, cosmetic deterioration or change in the visual appearance of the roofing system or Garland's top coating. Garland is not be responsible for the removal or replacement of any roof top equipment or systems or overburden. In no event is Garland liable for any incidental, special, consequential, indirect, or punitive damages, loss of use or profits, or diminution in value.


EXCEPT AS SET FORTH HEREIN, GARLAND MAKES NO OTHER WARRANTIES AND HEREBY DISCLAIMS ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.

OWNER RESPONSIBILITIES

In the event of a leak, Owner shall provide written notice to Garland within seven (7) days of discovery of the leak and before any repairs are undertaken. The written notice shall be sent to 3800 East 91st Street, Cleveland, OH 44105, Attn: Warranty Department. Owner, or its agent or representatives shall then provide Garland with adequate access to allow Garland to inspect the leak and roofing system. In the event the roofing system has rooftop equipment or overburden obscuring the waterproofing membrane, such as paver system, vegetated roofing, solar, solar thermal system, or any other material installed over the roof system, temporary or permanent, the Owner will have it removed before inspection at its sole expense. If it is determined that the roof leak is the direct result of defective materials or workmanship, Garland will perform the repairs required to correct the roof leaks at no cost to Owner. If Garland fails to have the repairs performed within 72 hours after its inspection, emergency temporary repairs performed by others will not void this Warranty, as long as those repairs are approved by Garland.

To the fullest extent allowed by law, this Warranty shall be construed under the laws of the State of Ohio and any actions or suits to enforce this Warranty shall be brought in the State of Ohio, County of Cuyahoga. This Warranty constitutes the sole and exclusive Warranty of the parties hereto and supersedes any prior understandings or written or oral agreements or warranties between the parties respecting the subject matter within. If any one or more of the provisions contained in this Warranty shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Warranty shall be construed as if the invalid, illegal or unenforceable provision had never been contained therein.

WARRANTY ACCEPTANCE: Owner hereby accepts and agrees to the terms and conditions set forth in this Warranty.

By: The Garland Company, Inc. Owner: _____
 Signed By:  Signed By: _____
 Date: _____ Date: _____

The Garland Company, Inc.®

Twenty (20) Year High-Performance Roof System Limited Warranty

Owner Name: SAMPLE Contractor Name: _____
 Address: _____ Address: _____
 City: _____ State/Zip: _____ City: _____ State/Zip: _____
 Building Name: _____ Products: _____
 Roof ID: _____ Square Footage: _____

MANUFACTURER RESPONSIBILITIES

The Garland Company, Inc. ("Garland"), a Corporation of the State of Ohio, warrants to the above-named Owner that the Garland roof system will not leak due to manufacturing defects or defective workmanship by the above-named Contractor. Garland will pay all authorized costs of repairs to the roofing system necessary to stop any leaks caused by defective materials or workmanship that occur during a period of twenty (20) years, from the completion date, subject to the terms of this Warranty. In the event repairs to correct leaks caused by defective materials or workmanship require removal and replacement of the roof system in recover applications, Owner will be responsible for all costs associated with the removal and replacement of the original roof system. Garland's obligation for repair remedies under this Warranty shall in no event exceed the cost of the original materials of this project.

APPLICABILITY OF WARRANTY

For this Warranty to remain in effect, all repairs, changes, alterations, modifications and/or additions to the roofing system must be authorized in advance in writing by Garland. This Warranty may be transferred upon Garland's written consent, Garland's approval of maintenance to the roofing system, and payment of a transfer fee. This Warranty excludes the following:

- A. Damage by natural disasters including, but not limited to, fire, floods, lightning, hail, earthquakes, wind damage over 90 mph, etc.
- B. Damage by structural movement or failure or movement of any material underlying the roofing system or base flashing.
- C. Damage by acts of negligence, misuse or accidents including, but not limited to, use of roof for other than waterproofing the building, vandalism, civil disobedience or acts of war.
- D. Damage to the roofing system resulting from:
 - 1. Infiltration or condensation of moisture in, through, or around walls, copings, building structure or underlying or surrounding areas not associated with Garland metal components.
 - 2. Ponding water, defined as standing water 48 hours after rainfall.
 - 3. Chemical contaminate attacks on the roofing system.
 - 4. Defects in engineering or building design or construction.
 - 5. Traffic or storage of materials on the roof.
 - 6. Defects in, failure or improper application of the underlying structural material used as a base upon which the roof is applied.
- E. Leaks caused by deteriorated or failing sealants, such as: caulking or pitch pan sealants
- F. Any aesthetic issues that do not directly cause the roofing system to leak including, but not limited to:
 - (1) ridges, cracks, blisters, wrinkles, fish mouths or other similar conditions or
 - (2) changes in surfacing such as appearance, mineral loss, discoloration, peeling protective coatings, aggregate loss, or similar conditions.
- G. Edge metal or metal components fading, chalking, or weathering; nor for damage, rust, or other conditions resulting from the building being located within 1,500 feet of a body of saltwater, from acid rain, or any normal surface rust along the edges which, in the process of manufacturing and/or installation, have been factory-sheared or exposed in the field.
- H. Damage caused by Owner-initiated changes not previously approved by Garland in writing including, but not limited to:
 - 1. Changes in the usage of the building.
 - 2. Modifications or additions to the roofing system.
- I. Damage caused by the failure of Owner to properly maintain the roof system according to the Owner's Manual in effect as of the date of this Warranty issuance and attached Hereto and provided to the Owner. Lack of proper care and maintenance is cause for cancellation of this Warranty.
- J. Damage for which the Owner does not provide Garland with timely written notice of a claim pursuant to the terms of this Warranty.

LIMITATIONS

Garland shall not be responsible for any damages that occur as a result of leaks, including, but not limited to damage to real or personal property, the structure itself, or contents therein. Garland's sole responsibility under this Warranty is for the costs associated with repairs of leaks caused by defective materials or workmanship set forth above. Garland is not be responsible for the removal or replacement of any roof top equipment or systems or overburden. In no event is Garland liable for any incidental, special, consequential, indirect, or punitive damages, loss of use or profits, or diminution in value.

EXCEPT AS SET FORTH HEREIN, GARLAND MAKES NO OTHER WARRANTIES AND HEREBY DISCLAIMS ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.

OWNER RESPONSIBILITIES

In the event of a leak, Owner shall provide written notice to Garland within seven (7) days of discovery of the leak and before any repairs are undertaken. The written notice shall be sent to 3800 East 91st Street, Cleveland, OH 44105, Attn: Warranty Department. Owner, or its agent or representatives shall then provide Garland with adequate access to allow Garland to inspect the leak and roofing system. In the event the roofing system has rooftop equipment or overburden obscuring the waterproofing membrane, such as paver system, vegetated roofing, solar, solar thermal system, or any other material installed over the roof system, temporary or permanent, the Owner will have it removed before inspection at its sole expense. If it is determined that the roof leak is the direct result of defective materials or workmanship, Garland will perform the repairs required to correct the roof leaks at no cost to Owner. If Garland fails to have the repairs performed within 72 hours after its inspection, emergency temporary repairs performed by others will not void this Warranty, as long as those repairs are approved by Garland.

To the fullest extent allowed by law, this Warranty shall be construed under the laws of the State of Ohio and any actions or suits to enforce this Warranty shall be brought in the State of Ohio, County of Cuyahoga. This Warranty constitutes the sole and exclusive Warranty of the parties hereto and supersedes any prior understandings or written or oral agreements or warranties between the parties respecting the subject matter within. If any one or more of the provisions contained in this Warranty shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Warranty shall be construed as if the invalid, illegal or unenforceable provision had never been contained therein.

WARRANTY ACCEPTANCE: Owner hereby accepts and agrees to the terms and conditions outline in this Warranty.

By: The Garland Company, Inc. Owner: _____
 Signed By: Signed By: _____
 Date: _____ Date: _____

The Garland Company, Inc.®

Fifteen (15) Year High-Performance Roof System Restoration Limited Warranty

| | |
|--|--|
| Owner Name: <u>SAMPLE</u> | Contractor Name: _____ |
| Address: _____ | Address: _____ |
| City: _____ State/Zip: _____ | City: _____ State/Zip: _____ |
| Building Name: _____ | Products: _____ |
| Roof ID: _____ | Square Footage: _____ |

MANUFACTURER RESPONSIBILITIES

The Garland Company, Inc. ("Garland"), a Corporation of the State of Ohio, warrants to the above-named Owner that the Garland roof system will not leak due to manufacturing defects by the above-named Contractor. Garland will pay all authorized costs of repairs to the roofing system necessary to stop any leaks caused by defective materials that occur during a period of fifteen (15) years, from the completion date, subject to the terms of this Warranty. In the event repairs to correct leaks caused by defective materials require removal and replacement of the roof system in recover applications, Owner will be responsible for all costs associated with the removal and replacement of the original roof system. Garland's obligation for repair remedies under this Warranty shall in no event exceed the cost of the original materials of this project.

APPLICABILITY OF WARRANTY

For this Warranty to remain in effect, all repairs, changes, alterations, modifications and/or additions to the roofing system must be authorized in advance in writing by Garland. This Warranty may be transferred upon Garland's written consent, Garland's approval of maintenance to the roofing system, and payment of a transfer fee. This Warranty excludes the following:

- A. Damage by natural disasters including, but not limited to, fire, floods, lightning, hail, earthquakes, wind damage over 90 mph, etc.
- B. Damage by structural movement or failure or movement of any material underlying the roofing system or base flashing.
- C. Damage by acts of negligence, misuse or accidents including, but not limited to, use of roof for other than waterproofing the building, vandalism, civil disobedience or acts of war.
- D. Damage to the roofing system resulting from:
 - 1. Infiltration or condensation of moisture in, through, or around walls, copings, building structure or underlying or surrounding areas.
 - 2. Ponding water, defined as standing water 48 hours after rainfall.
 - 3. Chemical contaminate attacks on the roofing system.
 - 4. Defects in engineering or building design or construction.
 - 5. Traffic or storage of materials on the roof.
 - 6. Defects in, failure or improper application of the underlying structural material used as a base upon which the roof is applied.
- E. Leaks caused by deteriorated or failing sealants, such as: caulking or pitch pan sealants
- F. Any aesthetic issues that do not directly cause the roofing system to leak including, but not limited to:
 - (1) ridges, cracks, blisters, wrinkles, fish mouths or other similar conditions or
 - (2) changes in surfacing such as appearance, mineral loss, discoloration, peeling protective coatings, aggregate loss, or similar conditions.
- G. Edge metal or metal components fading, chalking, or weathering; nor for damage, rust, or other conditions resulting from the building being located within 1,500 feet of a body of saltwater, from acid rain, or any normal surface rust along the edges which, in the process of manufacturing and/or installation, have been factory-sheared or exposed in the field.
- H. Damage caused by Owner-initiated changes not previously approved by Garland in writing including, but not limited to:
 - 1. Changes in the usage of the building.
 - 2. Modifications or additions to the roofing system.
- I. Damage caused by the failure of Owner to properly maintain the roof system according to the Owner's Manual in effect as of the date of this Warranty issuance and attached Hereto and provided to the Owner. Lack of proper care and maintenance is cause for cancellation of this Warranty.
- J. Damage for which the Owner does not provide Garland with timely written notice of a claim pursuant to the terms of this Warranty.

LIMITATIONS

Garland shall not be responsible for any damages that occur as a result of leaks, including, but not limited to damage to real or personal property, the structure itself, or contents therein. Garland's sole responsibility under this Warranty is for the costs associated with repairs of leaks caused by defective materials or set forth above. Garland shall not be liable for any discoloration, cosmetic deterioration or change in the visual appearance of the roofing system or Garland's top coating. Garland is not be responsible for the removal or replacement of any roof top equipment or systems or overburden. In no event is Garland liable for any incidental, special, consequential, indirect, or punitive damages, loss of use or profits, or diminution in value.


EXCEPT AS SET FORTH HEREIN, GARLAND MAKES NO OTHER WARRANTIES AND HEREBY DISCLAIMS ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.

OWNER RESPONSIBILITIES

In the event of a leak, Owner shall provide written notice to Garland within seven (7) days of discovery of the leak and before any repairs are undertaken. The written notice shall be sent to 3800 East 91st Street, Cleveland, OH 44105, Attn: Warranty Department. Owner, or its agent or representatives shall then provide Garland with adequate access to allow Garland to inspect the leak and roofing system. In the event the roofing system has rooftop equipment or overburden obscuring the waterproofing membrane, such as paver system, vegetated roofing, solar, solar thermal system, or any other material installed over the roof system, temporary or permanent, the Owner will have it removed before inspection at its sole expense. If it is determined that the roof leak is the direct result of defective materials or workmanship, Garland will perform the repairs required to correct the roof leaks at no cost to Owner. If Garland fails to have the repairs performed within 72 hours after its inspection, emergency temporary repairs performed by others will not void this Warranty, as long as those repairs are approved by Garland.

To the fullest extent allowed by law, this Warranty shall be construed under the laws of the State of Ohio and any actions or suits to enforce this Warranty shall be brought in the State of Ohio, County of Cuyahoga. This Warranty constitutes the sole and exclusive Warranty of the parties hereto and supersedes any prior understandings or written or oral agreements or warranties between the parties respecting the subject matter within. If any one or more of the provisions contained in this Warranty shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Warranty shall be construed as if the invalid, illegal or unenforceable provision had never been contained therein.

WARRANTY ACCEPTANCE: Owner hereby accepts and agrees to the terms and conditions set forth in this Warranty.

| | |
|--|------------------|
| By: <u>The Garland Company, Inc.</u> | Owner: _____ |
| Signed By:  | Signed By: _____ |
| Date: _____ | Date: _____ |

The Garland Company, Inc.®

Twenty-Five (25) Year High-Performance Roof System No Dollar Limit (NDL) Warranty

Owner Name: SAMPLE Contractor Name: _____
 Address: _____ Address: _____
 City: _____ State/Zip: _____ City: _____ State/Zip: _____
 Building Name: _____ Products: _____
 Roof ID: _____ Square Footage: _____

MANUFACTURER RESPONSIBILITIES

The Garland Company, Inc. ("Garland"), a Corporation of the State of Ohio, warrants to the above-named Owner that the Garland roof system will not leak due to manufacturing defects or defective workmanship by the above-named Contractor. Garland will pay all authorized costs of repairs to the roofing system necessary to stop any leaks caused by defective materials or workmanship that occur during a period of twenty-five (25) years, from the completion date, subject to the terms of this Warranty. In the event repairs to correct leaks caused by defective materials or workmanship require removal and replacement of the roof system in recover applications, Owner will be responsible for all costs associated with the removal and replacement of the original roof system.

APPLICABILITY OF WARRANTY

For this Warranty to remain in effect, all repairs, changes, alterations, modifications and/or additions to the roofing system must be authorized in advance in writing by Garland. This Warranty may be transferred upon Garland's written consent, Garland's approval of maintenance to the roofing system, and payment of a transfer fee. This Warranty excludes the following:

- A. Damage by natural disasters including, but not limited to, fire, floods, lightning, hail, earthquakes, wind damage over 90 mph, etc.
- B. Damage by structural movement or failure or movement of any material underlying the roofing system or base flashing.
- C. Damage by acts of negligence, misuse or accidents including, but not limited to, use of roof for other than waterproofing the building, vandalism, civil disobedience or acts of war.
- D. Damage to the roofing system resulting from:
 - 1. Infiltration or condensation of moisture in, through, or around walls, copings, building structure or underlying or surrounding areas.
 - 2. Ponding water, defined as standing water 48 hours after rainfall.
 - 3. Chemical contaminate attacks on the roofing system.
 - 4. Defects in engineering or building design or construction.
 - 5. Traffic or storage of materials on the roof.
 - 6. Defects in, failure or improper application of the underlying structural material used as a base upon which the roof is applied.
- E. Leaks caused by deteriorated or failing sealants, such as: caulking or pitch pan sealants
- F. Any aesthetic issues that do not directly cause the roofing system to leak including, but not limited to:
 - (1) ridges, cracks, blisters, wrinkles, fish mouths or other similar conditions or
 - (2) changes in surfacing such as appearance, mineral loss, discoloration, peeling protective coatings, aggregate loss, or similar conditions.
- G. Edge metal or metal components fading, chalking, or weathering; nor for damage, rust, or other conditions resulting from the building being located within 1,500 feet of a body of saltwater, from acid rain, or any normal surface rust along the edges which, in the process of manufacturing and/or installation, have been factory-sheared or exposed in the field.
- H. Damage caused by Owner-initiated changes not previously approved by Garland in writing including, but not limited to:
 - 1. Changes in the usage of the building.
 - 2. Modifications or additions to the roofing system.
- I. Damage caused by the failure of Owner to properly maintain the roof system according to the Owner's Manual in effect as of the date of this Warranty issuance and attached Hereto and provided to the Owner. Lack of proper care and maintenance is cause for cancellation of this Warranty.
- J. Damage for which the Owner does not provide Garland with timely written notice of a claim pursuant to the terms of this Warranty.

LIMITATIONS

Garland shall not be responsible for any damages that occur as a result of leaks, including, but not limited to damage to real or personal property, the structure itself, or contents therein. Garland's sole responsibility under this Warranty is for the costs associated with repairs of leaks caused by defective materials or workmanship set forth above. Garland is not be responsible for the removal or replacement of any roof top equipment or systems or overburden. In no event is Garland liable for any incidental, special, consequential, indirect, or punitive damages, loss of use or profits, or diminution in value.

EXCEPT AS SET FORTH HEREIN, GARLAND MAKES NO OTHER WARRANTIES AND HEREBY DISCLAIMS ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.

OWNER RESPONSIBILITIES

In the event of a leak, Owner shall provide written notice to Garland within seven (7) days of discovery of the leak and before any repairs are undertaken. The written notice shall be sent to 3800 East 91st Street, Cleveland, OH 44105, Attn: Warranty Department. Owner, or its agent or representatives shall then provide Garland with adequate access to allow Garland to inspect the leak and roofing system. In the event the roofing system has rooftop equipment or overburden obscuring the waterproofing membrane, such as paver system, vegetated roofing, solar, solar thermal system, or any other material installed over the roof system, temporary or permanent, the Owner will have it removed before inspection at its sole expense. If it is determined that the roof leak is the direct result of defective materials or workmanship, Garland will perform the repairs required to correct the roof leaks at no cost to Owner. If Garland fails to have the repairs performed within 72 hours after its inspection, emergency temporary repairs performed by others will not void this Warranty, as long as those repairs are approved by Garland.

To the fullest extent allowed by law, this Warranty shall be construed under the laws of the State of Ohio and any actions or suits to enforce this Warranty shall be brought in the State of Ohio, County of Cuyahoga. This Warranty constitutes the sole and exclusive Warranty of the parties hereto and supersedes any prior understandings or written or oral agreements or warranties between the parties respecting the subject matter within. If any one or more of the provisions contained in this Warranty shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Warranty shall be construed as if the invalid, illegal or unenforceable provision had never been contained therein.

WARRANTY ACCEPTANCE: Owner hereby accepts and agrees to the terms and conditions outline in this Warranty.

By: The Garland Company, Inc. Owner: _____
 Signed By: [Signature] Signed By: _____
 Date: _____ Date: _____

The Garland Company, Inc.®

Five (5) Year High-Performance Roof System Restoration Limited Warranty

Owner Name: SAMPLE **Contractor Name:** _____
Address: _____ **Address:** _____
City: _____ **State/Zip:** _____ **City:** _____ **State/Zip:** _____
Building Name: _____ **Products:** _____
Roof ID: _____ **Square Footage:** _____

MANUFACTURER RESPONSIBILITIES

The Garland Company, Inc. ("Garland"), a Corporation of the State of Ohio, warrants to the above-named Owner that the Garland roof system will not leak due to manufacturing defects by the above-named Contractor. Garland will pay all authorized costs of repairs to the roofing system necessary to stop any leaks caused by defective materials that occur during a period of five (5) years, from the completion date, subject to the terms of this Warranty. In the event repairs to correct leaks caused by defective materials require removal and replacement of the roof system in recover applications, Owner will be responsible for all costs associated with the removal and replacement of the original roof system. Garland's obligation for repair remedies under this Warranty shall in no event exceed the cost of the original materials of this project.

APPLICABILITY OF WARRANTY

For this Warranty to remain in effect, all repairs, changes, alterations, modifications and/or additions to the roofing system must be authorized in advance in writing by Garland. This Warranty may be transferred upon Garland's written consent, Garland's approval of maintenance to the roofing system, and payment of a transfer fee. This Warranty excludes the following:

- A. Damage by natural disasters including, but not limited to, fire, floods, lightning, hail, earthquakes, wind damage over 90 mph, etc.
- B. Damage by structural movement or failure or movement of any material underlying the roofing system or base flashing.
- C. Damage by acts of negligence, misuse or accidents including, but not limited to, use of roof for other than waterproofing the building, vandalism, civil disobedience or acts of war.
- D. Damage to the roofing system resulting from:
 - 1. Infiltration or condensation of moisture in, through, or around walls, copings, building structure or underlying or surrounding areas.
 - 2. Ponding water, defined as standing water 48 hours after rainfall.
 - 3. Chemical contaminate attacks on the roofing system.
 - 4. Defects in engineering or building design or construction.
 - 5. Traffic or storage of materials on the roof.
 - 6. Defects in, failure or improper application of the underlying structural material used as a base upon which the roof is applied.
- E. Leaks caused by deteriorated or failing sealants, such as: caulking or pitch pan sealants
- F. Any aesthetic issues that do not directly cause the roofing system to leak including, but not limited to:
 - (1) ridges, cracks, blisters, wrinkles, fish mouths or other similar conditions or
 - (2) changes in surfacing such as appearance, mineral loss, discoloration, peeling protective coatings, aggregate loss, or similar conditions.
- G. Edge metal or metal components fading, chalking, or weathering; nor for damage, rust, or other conditions resulting from the building being located within 1,500 feet of a body of saltwater, from acid rain, or any normal surface rust along the edges which, in the process of manufacturing and/or installation, have been factory-sheared or exposed in the field.
- H. Damage caused by Owner-initiated changes not previously approved by Garland in writing including, but not limited to:
 - 1. Changes in the usage of the building.
 - 2. Modifications or additions to the roofing system.
- I. Damage caused by the failure of Owner to properly maintain the roof system according to the Owner's Manual in effect as of the date of this Warranty issuance and attached Hereto and provided to the Owner. Lack of proper care and maintenance is cause for cancellation of this Warranty.
- J. Damage for which the Owner does not provide Garland with timely written notice of a claim pursuant to the terms of this Warranty.

LIMITATIONS

Garland shall not be responsible for any damages that occur as a result of leaks, including, but not limited to damage to real or personal property, the structure itself, or contents therein. Garland's sole responsibility under this Warranty is for the costs associated with repairs of leaks caused by defective materials or set forth above. Garland shall not be liable for any discoloration, cosmetic deterioration or change in the visual appearance of the roofing system or Garland's top coating. Garland is not be responsible for the removal or replacement of any roof top equipment or systems or overburden. In no event is Garland liable for any incidental, special, consequential, indirect, or punitive damages, loss of use or profits, or diminution in value.


EXCEPT AS SET FORTH HEREIN, GARLAND MAKES NO OTHER WARRANTIES AND HEREBY DISCLAIMS ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.

OWNER RESPONSIBILITIES

In the event of a leak, Owner shall provide written notice to Garland within seven (7) days of discovery of the leak and before any repairs are undertaken. The written notice shall be sent to 3800 East 91st Street, Cleveland, OH 44105, Attn: Warranty Department. Owner, or its agent or representatives shall then provide Garland with adequate access to allow Garland to inspect the leak and roofing system. In the event the roofing system has rooftop equipment or overburden obscuring the waterproofing membrane, such as paver system, vegetated roofing, solar, solar thermal system, or any other material installed over the roof system, temporary or permanent, the Owner will have it removed before inspection at its sole expense. If it is determined that the roof leak is the direct result of defective materials or workmanship, Garland will perform the repairs required to correct the roof leaks at no cost to Owner. If Garland fails to have the repairs performed within 72 hours after its inspection, emergency temporary repairs performed by others will not void this Warranty, as long as those repairs are approved by Garland.

To the fullest extent allowed by law, this Warranty shall be construed under the laws of the State of Ohio and any actions or suits to enforce this Warranty shall be brought in the State of Ohio, County of Cuyahoga. This Warranty constitutes the sole and exclusive Warranty of the parties hereto and supersedes any prior understandings or written or oral agreements or warranties between the parties respecting the subject matter within. If any one or more of the provisions contained in this Warranty shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Warranty shall be construed as if the invalid, illegal or unenforceable provision had never been contained therein.

WARRANTY ACCEPTANCE: Owner hereby accepts and agrees to the terms and conditions set forth in this Warranty.

By: The Garland Company, Inc. Owner: _____
 Signed By:  Signed By: _____
 Date: _____ Date: _____

The Garland Company, Inc.®

Thirty (30) Year High-Performance R-Mer® Lite Metal Roof System Limited Warranty

| | |
|--|--|
| Owner Name: <u>SAMPLE</u> | Contractor Name: _____ |
| Address: _____ | Address: _____ |
| City: _____ State/Zip: _____ | City: _____ State/Zip: _____ |
| Building Name: _____ | Products: _____ |
| Roof ID: _____ | Square Footage: _____ |

MANUFACTURER RESPONSIBILITIES

The Garland Company, Inc. ("Garland"), a Corporation of the State of Ohio, warrants to the above-named Owner that the Garland roof system will not leak due to manufacturing defects or defective workmanship by the above-named Contractor. Garland will pay all authorized costs of repairs to the roofing system necessary to stop any leaks caused by defective materials or workmanship that occur during a period of thirty (30) years, from the completion date, subject to the terms of this Warranty. In the event repairs to correct leaks caused by defective materials or workmanship require removal and replacement of the roof system in recover applications, Owner will be responsible for all costs associated with the removal and replacement of the original roof system. Garland also warrants, for the extent of this warranty, that the panel materials will not rupture, perforate or fail structurally under normal atmospheric conditions, and that the Silicone Modified Polyester (SMP) finish will not:

- A. Peel, check or crack (except for such slight crazing as may occur on tightly roll-formed edges or brake bends at the time of forming pre-painted sheet and which is accepted as standard).

Garland's obligation for repair remedies under this Warranty shall in no event exceed the cost of the original materials of this project.

APPLICABILITY OF WARRANTY

For this Warranty to remain in effect, all repairs, changes, alterations, modifications and/or additions to the roofing system must be authorized in advance in writing by Garland. This Warranty may be transferred upon Garland's written consent, Garland's approval of maintenance to the roofing system, and payment of a transfer fee. This Warranty excludes the following:

- A. Damage by natural disasters including, but not limited to, fire, floods, lightning, hail, earthquakes, wind damage over 90 mph, etc.
- B. Damage by structural movement or failure or movement of any material underlying the roofing system or base flashing.
- C. Damage by acts of negligence, misuse or accidents including, but not limited to, use of roof for other than waterproofing the building, vandalism, civil disobedience or acts of war.
- D. Damage to the roofing system resulting from:
 - 1. Infiltration or condensation of moisture in, through, or around walls, copings, building structure or underlying or surrounding areas.
 - 2. Improper cleaning with saline, acidic, basic, or petroleum solutions; or acts of parties other than manufacturer or authorize contractor.
 - 3. Exposure to metallic contact with or water run-off from lead or copper flashings, conduits or any other metallic source.
 - 4. Exposure to direct contact with green, wet or pressure-treated lumber using a salt-borne preservative or wet storage stain due to water or condensation.
 - 5. Roll-forming or metal breaking that causes severe reverse bending, abrasion or any bending greater than 2T as defined by ASTM D4145 (NCCA II-19).
 - 6. Traffic or storage of materials on roof.
 - 7. Ponding water, ice build-up on roof surface or sliding snow or ice when Garland approved snow retention is not installed.
- E. Leaks caused by deteriorated or failing sealants, such as: caulking or pitch pan sealants.
- F. Fading, chalking, or weathering; nor for damage, rust, or other conditions resulting from the building being located within 1,500 feet of a body of saltwater, from acid rain, or any normal surface rust along the edges which, in the process of manufacturing and/or installation, have been factory-sheared or exposed in the field.
- G. Damage caused by Owner-initiated changes not previously approved by Garland in writing including, but not limited to:
 - 1. Changes in the usage of the building.
 - 2. Modifications or additions to the roofing system
- H. Damage caused by the failure of Owner to properly maintain the roof system according to the Owner's Manual in effect as of the date of this Warranty issuance and attached.
- I. Damage for which the Owner does not provide Garland with timely written notice of a claim pursuant to the terms of this Warranty.
- J. Issues or damaged caused by the failure by any contractor or subcontractor to follow Garland's recommended installation instructions for the layout, application, and erection of the roof system.

LIMITATIONS

Garland shall not be responsible for any damages that occur as a result of leaks, including, but not limited to damage to real or personal property, the structure itself, or contents therein. Garland's sole responsibility under this Warranty is for the costs associated with repairs of leaks caused by defective materials or workmanship set forth above. Garland is not be responsible for the removal or replacement of any roof top equipment or systems or overburden. In no event is Garland liable for any incidental, special, consequential, indirect, or punitive damages, loss of use or profits, or diminution in value.

EXCEPT AS SET FORTH HEREIN, GARLAND MAKES NO OTHER WARRANTIES AND HEREBY DISCLAIMS ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.

OWNER RESPONSIBILITIES

In the event of a leak, Owner shall provide written notice to Garland within seven (7) days of discovery of the leak and before any repairs are undertaken. The written notice shall be sent to 3800 East 91st Street, Cleveland, OH 44105, Attn: Warranty Department. Owner, or its agent or representatives shall then provide Garland with adequate access to allow Garland to inspect the leak and roofing system. In the event the roofing system has rooftop equipment or overburden obscuring the waterproofing membrane, such as paver system, vegetated roofing, solar, solar thermal system, or any other material installed over the roof system, temporary or permanent, the Owner will have it removed before inspection at its sole expense. If it is determined that the roof leak is the direct result of defective materials or workmanship, Garland will perform the repairs required to correct the roof leaks at no cost to Owner. If Garland fails to have the repairs performed within 72 hours after its inspection, emergency temporary repairs performed by others will not void this Warranty, as long as those repairs are approved by Garland.

To the fullest extent allowed by law, this Warranty shall be construed under the laws of the State of Ohio and any actions or suits to enforce this Warranty shall be brought in the State of Ohio, County of Cuyahoga. This Warranty constitutes the sole and exclusive Warranty of the parties hereto and supersedes any prior understandings or written or oral agreements or warranties between the parties respecting the subject matter within. If any one or more of the provisions contained in this Warranty shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Warranty shall be construed as if the invalid, illegal or unenforceable provision had never been contained therein.

WARRANTY ACCEPTANCE: Owner hereby accepts and agrees to the terms and conditions outline in this Warranty.

By: The Garland Company, Inc. Owner: _____

Signed By:  _____ Signed By: _____

Date: _____ Date: _____

The Garland Company, Inc.®

Ten (10) Year Material Limited Warranty

Owner Name: SAMPLE **Contractor Name:** _____
Address: _____ **Address:** _____
City: _____ **State/Zip:** _____ **City:** _____ **State/Zip:** _____
Building Name: _____ **Products:** _____
Roof ID: _____ **Square Footage:** _____

MANUFACTURER RESPONSIBILITIES

The Garland Company, Inc. ("Garland"), a Corporation of the State of Ohio, warrants to the above-named Owner that the Garland products (Product) installed on the above-named project will be free from defect and meet the minimum published specifications for the material for a period of ten (10) years from the date of installation. Any materials found to be defective or below the minimum published specifications during the Warranty period will be replaced by Garland. Garland will not be responsible for any damage to the building or its contents or any other consequential damages and its responsibility is limited to replacing any defective materials. Garland's obligation for repair remedies under this Warranty shall in no event exceed the cost of the original materials of this project.

APPLICABILITY OF WARRANTY

For this Warranty to remain in effect, all repairs, changes, alterations, modifications and/or additions to the roof system must be authorized in advance in writing by Garland. This Warranty may be transferred upon Garland's written consent, Garland's approval of maintenance to the roof system, and payment of a transfer fee. This Warranty excludes the following:

- A. Damage by natural disasters including, but not limited to, fire, floods, lightning, hail, earthquakes, wind damage over 90 mph, etc.
- B. Damage by structural movement or failure or movement of any material underlying the roofing system or base flashing.
- C. Damage by acts of negligence, misuse or accidents including, but not limited to, use of roof for other than waterproofing the building, vandalism, civil disobedience or acts of war.
- D. Damage to the product resulting from:
 1. Infiltration or condensation of moisture in, through, or around walls, copings, building structure or underlying or surrounding areas.
 2. Ponding water, defined as standing water 48 hours after rainfall.
 3. Chemical contaminate attacks on the roofing system.
 4. Defects in engineering or building design or construction.
 5. Traffic or storage of materials on the roof.
 6. Defects in, failure or improper application of the underlying structural material used as a base upon which the roof is applied.
- E. Leaks caused by deteriorated or failing sealants, such as: caulking or pitch pan sealants
- F. Any aesthetic issues that do not directly cause the roofing system to leak including, but not limited to:
 - (1) ridges, cracks, blisters, wrinkles, fish mouths or other similar conditions or
 - (2) changes in surfacing such as appearance, mineral loss, discoloration, peeling protective coatings, aggregate loss, or similar conditions.
- G. Edge metal or metal components fading, chalking, or weathering; nor for damage, rust, or other conditions resulting from the building being located within 1,500 feet of a body of saltwater, from acid rain, or any normal surface rust along the edges which, in the process of manufacturing and/or installation, have been factory-sheared or exposed in the field.
- H. Damage caused by Owner-initiated changes not previously approved by Garland in writing including, but not limited to:
 1. Changes in the usage of the building.
 2. Modifications or additions to the roofing system.
- I. Damage caused by the failure of Owner to properly maintain the roof system according to the Owner's Manual in effect as of the date of this Warranty issuance and attached hereto and provided to the Owner. Lack of proper care and maintenance is cause for cancellation of this Warranty.
- J. Damage for which the Owner does not provide Garland with timely written notice of a claim pursuant to the terms of this Warranty.

LIMITATIONS

Garland shall not be responsible for any damages that occur as a result of leaks, including, but not limited to damage to real or personal property, the structure itself, or contents therein. Garland's liability under this Warranty is limited to replacing defective material, but in no event is the liability to exceed the original amount paid to Garland for the product. Garland is not responsible for the removal or replacement of any equipment or systems or overburden. In no event is Garland liable for any incidental, special, consequential, indirect, or punitive damages, loss of use or profits, or diminution in value.

EXCEPT AS SET FORTH HEREIN, GARLAND MAKES NO OTHER WARRANTIES AND HEREBY DISCLAIMS ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.


OWNER RESPONSIBILITIES

In the event of an issue, Owner shall provide written notice to Garland within seven (7) days of discovery of the issue and before any repairs are undertaken. The written notice shall be sent to 3800 East 91st Street, Cleveland, OH 44105, Attn: Warranty Department. Owner, or its agent or representatives shall then provide Garland with adequate access to allow Garland to inspect the issue and roof system. In the event the roofing system has rooftop equipment or overburden obscuring the waterproofing membrane, such as paver system, vegetated roofing, solar, solar thermal system, or any other material installed over the roof system, temporary or permanent, the Owner will have it removed before inspection at its sole expense. If it is determined that the issue is the direct result of defective materials, Garland will perform the repairs required to correct the issue at no cost to Owner. If Garland fails to have the repairs performed within 72 hours after its inspection, emergency temporary repairs performed by others will not void this Warranty, as long as those repairs are approved by Garland.

To the fullest extent allowed by law, this Warranty shall be construed under the laws of the State of Ohio and any actions or suits to enforce this Warranty shall be brought in the State of Ohio, County of Cuyahoga. This Warranty constitutes the sole and exclusive Warranty of the parties hereto and supersedes any prior understandings or written or oral agreements or warranties between the parties respecting the subject matter within. If any one or more of the provisions contained in this Warranty shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Warranty shall be construed as if the invalid, illegal or unenforceable provision had never been contained therein.

WARRANTY ACCEPTANCE

Owner hereby accepts and agrees to the terms and conditions set forth in this Warranty.

By: The Garland Company, Inc. **Owner:** _____
Signed By:  _____ **Signed By:** _____
Date: _____ **Date:** _____

The Garland Company, Inc.®

Ten (10) Year High-Performance R-Mer® Wall Pan System Limited Warranty

Owner Name: SAMPLE **Contractor Name:** _____
Address: _____ **Address:** _____
City: _____ **State/Zip:** _____ **City:** _____ **State/Zip:** _____
Building Name: _____ **Products:** _____
Roof ID: _____ **Square Footage:** _____

MANUFACTURER RESPONSIBILITIES

The Garland Company, Inc. ("Garland"), a Corporation of the State of Ohio, warrants to the above-named Owner that the Garland wall panel system will not leak due to manufacturing defects or defective workmanship by the above-named Contractor. Garland will pay all authorized costs of repairs to the wall panel system necessary to stop any leaks caused by defective materials or workmanship that occur during a period of ten (10) years, from the completion date, subject to the terms of this Warranty. In the event repairs to correct leaks caused by defective materials or workmanship require removal and replacement of the wall panel system in recover applications, Owner will be responsible for all costs associated with the removal and replacement of the original wall system. Garland also warrants, for the extent of this warranty, that the panel materials will not rupture, perforate or fail structurally under normal atmospheric conditions, and that the fluorocarbon finish will not:

- A. Peel, check or crack (except for such slight crazing as may occur on tightly roll-formed edges or brake bends at the time of forming pre-painted sheet and which is accepted as standard).
- B. Chalk in excess of numerical rating of eight (8) during the Warranty period when measured in accordance with the standard procedures specified in ASTM D4214.
- C. Fade or change in color in excess of five (5) NBS units during the Warranty period when measured on the exposed painted surfaces which have been cleaned of external deposits and chalk and the corresponding values measured on the original or unexposed painted surfaces. It is understood that fading or color changes may not be uniform if the surfaces are not equally exposed to the sun and elements.

Garland's obligation for repair remedies under this Warranty shall in no event exceed the cost of the original materials of this project.

APPLICABILITY OF WARRANTY

For this Warranty to remain in effect, all repairs, changes, alterations, modifications and/or additions to the wall panel system must be authorized in advance in writing by Garland. This Warranty may be transferred upon Garland's written consent, Garland's approval of maintenance to the wall panel system, and payment of a transfer fee. This Warranty excludes the following:

- A. Damage by natural disasters including, but not limited to, fire, floods, lightning, hail, earthquakes, wind damage over 90 mph, etc.
- B. Damage by structural movement or failure or movement of any material underlying the wall panel system or base flashing.
- C. Damage by acts of negligence, misuse or accidents including, but not limited to, use of walls for other than waterproofing the building, vandalism, civil disobedience or acts of war.
- D. Damage to the wall panel system resulting from:
 - 1. Infiltration or condensation of moisture in, through, or around walls, copings, building structure or underlying or surrounding areas.
 - 2. Improper cleaning with saline, acidic, basic, or petroleum solutions; or acts of parties other than manufacturer or authorize contractor.
 - 3. Exposure to metallic contact with or water run-off from lead or copper flashings, conduits or any other metallic source.
 - 4. Exposure to direct contact with green, wet or pressure-treated lumber using a salt-borne preservative or wet storage stain due to water or condensation.
 - 5. Roll-forming or metal breaking that causes severe reverse bending, abrasion or any bending greater than 2T as defined by ASTM D4145 (NCCA II-19).
 - 6. Traffic or storage of materials.
- E. Leaks caused by deteriorated or failing sealants, such as: caulking or pitch pan sealants.
- F. Fading, chalking, or weathering; nor for damage, rust, or other conditions resulting from the building being located within 1,500 feet of a body of saltwater, from acid rain, or any normal surface rust along the edges which, in the process of manufacturing and/or installation, have been factory-sheared or exposed in the field.
- G. Damage caused by Owner-initiated changes not previously approved by Garland in writing including, but not limited to:
 - 1. Changes in the usage of the building.
 - 2. Modifications or additions to the wall system
- H. Damage caused by the failure of Owner to properly maintain the wall panel system according to the Owner's Manual in effect as of the date of this Warranty issuance and attached.
- I. Damage for which the Owner does not provide Garland with timely written notice of a claim pursuant to the terms of this Warranty.
- J. Issues or damaged caused by the failure by any contractor or subcontractor to follow Garland's recommended installation instructions for the layout, application, and erection of the wall system.

LIMITATIONS

Garland shall not be responsible for any damages that occur as a result of leaks, including, but not limited to damage to real or personal property, the structure itself, or contents therein. Garland's sole responsibility under this Warranty is for the costs associated with repairs of leaks caused by defective materials or workmanship set forth above. Garland is not be responsible for the removal or replacement of any wall equipment or systems or overburden. In no event is Garland liable for any incidental, special, consequential, indirect, or punitive damages, loss of use or profits, or diminution in value.

EXCEPT AS SET FORTH HEREIN, GARLAND MAKES NO OTHER WARRANTIES AND HEREBY DISCLAIMS ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.

OWNER RESPONSIBILITIES

In the event of a leak, Owner shall provide written notice to Garland within seven (7) days of discovery of the leak and before any repairs are undertaken. The written notice shall be sent to 3800 East 91st Street, Cleveland, OH 44105, Attn: Warranty Department. Owner, or its agent or representatives shall then provide Garland with adequate access to allow Garland to inspect the leak and wall panel system. In the event the wall panel system has equipment or overburden obscuring the wall panel, such as paver system, vegetated roofing, solar, solar thermal system, or any other material installed over the wall system, temporary or permanent, the Owner will have it removed before inspection at its sole expense. If it is determined that the leak is the direct result of defective materials or workmanship, Garland will perform the repairs required to correct the leaks at no cost to Owner. If Garland fails to have the repairs performed within 72 hours after its inspection, emergency temporary repairs performed by others will not void this Warranty, as long as those repairs are approved by Garland.

To the fullest extent allowed by law, this Warranty shall be construed under the laws of the State of Ohio and any actions or suits to enforce this Warranty shall be brought in the State of Ohio, County of Cuyahoga. This Warranty constitutes the sole and exclusive Warranty of the parties hereto and supersedes any prior understandings or written or oral agreements or warranties between the parties respecting the subject matter within. If any one or more of the provisions contained in this Warranty shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Warranty shall be construed as if the invalid, illegal or unenforceable provision had never been contained therein.

WARRANTY ACCEPTANCE: Owner hereby accepts and agrees to the terms and conditions outline in this Warranty.

By: The Garland Company, Inc. Owner: _____

Signed By:  Signed By: _____

Date: _____ Date: _____

The Garland Company, Inc.®

Twenty (20) Year High-Performance R-Mer® Loc Metal Roof System Limited Warranty

Owner Name: SAMPLE **Contractor Name:** _____
Address: _____ **Address:** _____
City: _____ **State/Zip:** _____ **City:** _____ **State/Zip:** _____
Building Name: _____ **Products:** _____
Roof ID: _____ **Square Footage:** _____

MANUFACTURER RESPONSIBILITIES

The Garland Company, Inc. ("Garland"), a Corporation of the State of Ohio, warrants to the above-named Owner that the Garland roof system will not leak due to manufacturing defects or defective workmanship by the above-named Contractor. Garland will pay all authorized costs of repairs to the roofing system necessary to stop any leaks caused by defective materials or workmanship that occur during a period of twenty (20) years, from the completion date, subject to the terms of this Warranty. In the event repairs to correct leaks caused by defective materials or workmanship require removal and replacement of the roof system in recover applications, Owner will be responsible for all costs associated with the removal and replacement of the original roof system. Garland also warrants, for the extent of this warranty, that the panel materials will not rupture, perforate or fail structurally under normal atmospheric conditions, and that the fluorocarbon finish will not:

- A. Peel, check or crack (except for such slight crazing as may occur on tightly roll-formed edges or brake bends at the time of forming pre-painted sheet and which is accepted as standard).
- B. Chalk in excess of numerical rating of eight (8) during the Warranty period when measured in accordance with the standard procedures specified in ASTM D4214.
- C. Fade or change in color in excess of five (5) NBS units during the Warranty period when measured on the exposed painted surfaces which have been cleaned of external deposits and chalk and the corresponding values measured on the original or unexposed painted surfaces. It is understood that fading or color changes may not be uniform if the surfaces are not equally exposed to the sun and elements.

Garland's obligation for repair remedies under this Warranty shall in no event exceed the cost of the original materials of this project.

APPLICABILITY OF WARRANTY

For this Warranty to remain in effect, all repairs, changes, alterations, modifications and/or additions to the roofing system must be authorized in advance in writing by Garland. This Warranty may be transferred upon Garland's written consent, Garland's approval of maintenance to the roofing system, and payment of a transfer fee. This Warranty excludes the following:

- A. Damage by natural disasters including, but not limited to, fire, floods, lightning, hail, earthquakes, wind damage over 90 mph, etc.
- B. Damage by structural movement or failure or movement of any material underlying the roofing system or base flashing.
- C. Damage by acts of negligence, misuse or accidents including, but not limited to, use of roof for other than waterproofing the building, vandalism, civil disobedience or acts of war.
- D. Damage to the roofing system resulting from:
 - 1. Infiltration or condensation of moisture in, through, or around walls, copings, building structure or underlying or surrounding areas.
 - 2. Improper cleaning with saline, acidic, basic, or petroleum solutions; or acts of parties other than manufacturer or authorize contractor.
 - 3. Exposure to metallic contact with or water run-off from lead or copper flashings, conduits or any other metallic source.
 - 4. Exposure to direct contact with green, wet or pressure-treated lumber using a salt-borne preservative or wet storage stain due to water or condensation.
 - 5. Roll-forming or metal breaking that causes severe reverse bending, abrasion or any bending greater than 2T as defined by ASTM D4145 (NCCA II-19).
 - 6. Traffic or storage of materials on roof.
 - 7. Ponding water, ice build-up on roof surface or sliding snow or ice when Garland approved snow retention is not installed.
- E. Leaks caused by deteriorated or failing sealants, such as: caulking or pitch pan sealants.
- F. Fading, chalking, or weathering; nor for damage, rust, or other conditions resulting from the building being located within 1,500 feet of a body of saltwater, from acid rain, or any normal surface rust along the edges which, in the process of manufacturing and/or installation, have been factory-sheared or exposed in the field.
- G. Damage caused by Owner-initiated changes not previously approved by Garland in writing including, but not limited to:
 - 1. Changes in the usage of the building.
 - 2. Modifications or additions to the roofing system
- H. Damage caused by the failure of Owner to properly maintain the roof system according to the Owner's Manual in effect as of the date of this Warranty issuance and attached.
- I. Damage for which the Owner does not provide Garland with timely written notice of a claim pursuant to the terms of this Warranty.
- J. Issues or damaged caused by the failure by any contractor or subcontractor to follow Garland's recommended installation instructions for the layout, application, and erection of the roof system.

LIMITATIONS

Garland shall not be responsible for any damages that occur as a result of leaks, including, but not limited to damage to real or personal property, the structure itself, or contents therein. Garland's sole responsibility under this Warranty is for the costs associated with repairs of leaks caused by defective materials or workmanship set forth above. Garland is not be responsible for the removal or replacement of any roof top equipment or systems or overburden. In no event is Garland liable for any incidental, special, consequential, indirect, or punitive damages, loss of use or profits, or diminution in value.

EXCEPT AS SET FORTH HEREIN, GARLAND MAKES NO OTHER WARRANTIES AND HEREBY DISCLAIMS ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.

OWNER RESPONSIBILITIES

In the event of a leak, Owner shall provide written notice to Garland within seven (7) days of discovery of the leak and before any repairs are undertaken. The written notice shall be sent to 3800 East 91st Street, Cleveland, OH 44105, Attn: Warranty Department. Owner, or its agent or representatives shall then provide Garland with adequate access to allow Garland to inspect the leak and roofing system. In the event the roofing system has rooftop equipment or overburden obscuring the waterproofing membrane, such as paver system, vegetated roofing, solar, solar thermal system, or any other material installed over the roof system, temporary or permanent, the Owner will have it removed before inspection at its sole expense. If it is determined that the roof leak is the direct result of defective materials or workmanship, Garland will perform the repairs required to correct the roof leaks at no cost to Owner. If Garland fails to have the repairs performed within 72 hours after its inspection, emergency temporary repairs performed by others will not void this Warranty, as long as those repairs are approved by Garland.

To the fullest extent allowed by law, this Warranty shall be construed under the laws of the State of Ohio and any actions or suits to enforce this Warranty shall be brought in the State of Ohio, County of Cuyahoga. This Warranty constitutes the sole and exclusive Warranty of the parties hereto and supersedes any prior understandings or written or oral agreements or warranties between the parties respecting the subject matter within. If any one or more of the provisions contained in this Warranty shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Warranty shall be construed as if the invalid, illegal or unenforceable provision had never been contained therein.

WARRANTY ACCEPTANCE: Owner hereby accepts and agrees to the terms and conditions outline in this Warranty.

By: The Garland Company, Inc. Owner: _____

Signed By:  Signed By: _____

Date: _____ Date: _____

The Garland Company, Inc.®

Thirty (30) Year High-Performance Edge-to-Edge Roof System No Dollar Limit (NDL) Warranty

| | |
|----------------------------------|-------------------------------|
| Owner Name: <u>SAMPLE</u> | Contractor Name: _____ |
| Address: _____ | Address: _____ |
| City: _____ State/Zip: _____ | City: _____ State/Zip: _____ |
| Building Name: _____ | Products: _____ |
| Roof ID: _____ | Square Footage: _____ |

MANUFACTURER RESPONSIBILITIES

The Garland Company, Inc. ("Garland"), a Corporation of the State of Ohio, warrants to the above-named Owner that the Garland roof system, including all Garland metal components, will not leak due to manufacturing defects or defective workmanship by the above-named Contractor. Garland will pay all authorized costs of repairs to the roofing system necessary to stop any leaks caused by defective materials or workmanship that occur during a period of thirty (30) years, from the completion date, subject to the terms of this Warranty. In the event repairs to correct leaks caused by defective materials or workmanship require removal and replacement of the roof system in recover applications, Owner will be responsible for all costs associated with the removal and replacement of the original roof system.

APPLICABILITY OF WARRANTY

For this Warranty to remain in effect, all repairs, changes, alterations, modifications and/or additions to the roofing system must be authorized in advance in writing by Garland. This Warranty may be transferred upon Garland's written consent, Garland's approval of maintenance to the roofing system, and payment of a transfer fee. This Warranty excludes the following:

- A. Damage by natural disasters including, but not limited to, fire, floods, lightning, hail, earthquakes, wind damage over 90 mph, etc.
- B. Damage by structural movement or failure or movement of any material underlying the roofing system or base flashing.
- C. Damage by acts of negligence, misuse or accidents including, but not limited to, use of roof for other than waterproofing the building, vandalism, civil disobedience or acts of war.
- D. Damage to the roofing system resulting from:
 - 1. Infiltration or condensation of moisture in, through, or around walls, copings, building structure or underlying or surrounding areas not associated with Garland metal components.
 - 2. Ponding water, defined as standing water 48 hours after rainfall.
 - 3. Chemical contaminate attacks on the roofing system.
 - 4. Defects in engineering or building design or construction.
 - 5. Traffic or storage of materials on the roof.
 - 6. Defects in, failure or improper application of the underlying structural material used as a base upon which the roof is applied.
- E. Leaks caused by deteriorated or failing sealants, such as: caulking or pitch pan sealants
- F. Any aesthetic issues that do not directly cause the roofing system to leak including, but not limited to:
 - (1) ridges, cracks, blisters, wrinkles, fish mouths or other similar conditions or
 - (2) changes in surfacing such as appearance, mineral loss, discoloration, peeling protective coatings, aggregate loss, or similar conditions.
- G. Edge metal or metal components fading, chalking, or weathering; nor for damage, rust, or other conditions resulting from the building being located within 1,500 feet of a body of saltwater, from acid rain, or any normal surface rust along the edges which, in the process of manufacturing and/or installation, have been factory-sheared or exposed in the field.
- H. Damage caused by Owner-initiated changes not previously approved by Garland in writing including, but not limited to:
 - 1. Changes in the usage of the building.
 - 2. Modifications or additions to the roofing system.
- I. Damage caused by the failure of Owner to properly maintain the roof system according to the Owner's Manual in effect as of the date of this Warranty issuance and attached Hereto and provided to the Owner. Lack of proper care and maintenance is cause for cancellation of this Warranty.
- J. Damage for which the Owner does not provide Garland with timely written notice of a claim pursuant to the terms of this Warranty.

LIMITATIONS

Garland shall not be responsible for any damages that occur as a result of leaks, including, but not limited to damage to real or personal property, the structure itself, or contents therein. Garland's sole responsibility under this Warranty is for the costs associated with repairs of leaks caused by defective materials or workmanship set forth above. Garland is not be responsible for the removal or replacement of any roof top equipment or systems or overburden. In no event is Garland liable for any incidental, special, consequential, indirect, or punitive damages, loss of use or profits, or diminution in value.

EXCEPT AS SET FORTH HEREIN, GARLAND MAKES NO OTHER WARRANTIES AND HEREBY DISCLAIMS ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.

OWNER RESPONSIBILITIES

In the event of a leak, Owner shall provide written notice to Garland within seven (7) days of discovery of the leak and before any repairs are undertaken. The written notice shall be sent to 3800 East 91st Street, Cleveland, OH 44105, Attn: Warranty Department. Owner, or its agent or representatives shall then provide Garland with adequate access to allow Garland to inspect the leak and roofing system. In the event the roofing system has rooftop equipment or overburden obscuring the waterproofing membrane, such as paver system, vegetated roofing, solar, solar thermal system, or any other material installed over the roof system, temporary or permanent, the Owner will have it removed before inspection at its sole expense. If it is determined that the roof leak is the direct result of defective materials or workmanship, Garland will perform the repairs required to correct the roof leaks at no cost to Owner. If Garland fails to have the repairs performed within 72 hours after its inspection, emergency temporary repairs performed by others will not void this Warranty, as long as those repairs are approved by Garland.

To the fullest extent allowed by law, this Warranty shall be construed under the laws of the State of Ohio and any actions or suits to enforce this Warranty shall be brought in the State of Ohio, County of Cuyahoga. This Warranty constitutes the sole and exclusive Warranty of the parties hereto and supersedes any prior understandings or written or oral agreements or warranties between the parties respecting the subject matter within. If any one or more of the provisions contained in this Warranty shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Warranty shall be construed as if the invalid, illegal or unenforceable provision had never been contained therein.

WARRANTY ACCEPTANCE: Owner hereby accepts and agrees to the terms and conditions outline in this Warranty.

| | |
|--|------------------|
| By: <u>The Garland Company, Inc.</u> | Owner: _____ |
| Signed By:  | Signed By: _____ |
| Date: _____ | Date: _____ |

The Garland Company, Inc.[®] **Twenty (20) Year High-Performance Roof System Restoration Limited Warranty**

Owner Name: SAMPLE **Contractor Name:** _____
Address: _____ **Address:** _____
City: _____ **State/Zip:** _____ **City:** _____ **State/Zip:** _____
Building Name: _____ **Products:** _____
Roof ID: _____ **Square Footage:** _____

MANUFACTURER RESPONSIBILITIES

The Garland Company, Inc. ("Garland"), a Corporation of the State of Ohio, warrants to the above-named Owner that the Garland roof system will not leak due to manufacturing defects by the above-named Contractor. Garland will pay all authorized costs of repairs to the roofing system necessary to stop any leaks caused by defective materials that occur during a period of twenty (20) years, from the completion date, subject to the terms of this Warranty. In the event repairs to correct leaks caused by defective materials require removal and replacement of the roof system in recover applications, Owner will be responsible for all costs associated with the removal and replacement of the original roof system. Garland's obligation for repair remedies under this Warranty shall in no event exceed the cost of the original materials of this project.

APPLICABILITY OF WARRANTY

For this Warranty to remain in effect, all repairs, changes, alterations, modifications and/or additions to the roofing system must be authorized in advance in writing by Garland. This Warranty may be transferred upon Garland's written consent, Garland's approval of maintenance to the roofing system, and payment of a transfer fee. This Warranty excludes the following:

- A. Damage by natural disasters including, but not limited to, fire, floods, lightning, hail, earthquakes, wind damage over 90 mph, etc.
- B. Damage by structural movement or failure or movement of any material underlying the roofing system or base flashing.
- C. Damage by acts of negligence, misuse or accidents including, but not limited to, use of roof for other than waterproofing the building, vandalism, civil disobedience or acts of war.
- D. Damage to the roofing system resulting from:
 - 1. Infiltration or condensation of moisture in, through, or around walls, copings, building structure or underlying or surrounding areas.
 - 2. Ponding water, defined as standing water 48 hours after rainfall.
 - 3. Chemical contaminate attacks on the roofing system.
 - 4. Defects in engineering or building design or construction.
 - 5. Traffic or storage of materials on the roof.
 - 6. Defects in, failure or improper application of the underlying structural material used as a base upon which the roof is applied.
- E. Leaks caused by deteriorated or failing sealants, such as: caulking or pitch pan sealants
- F. Any aesthetic issues that do not directly cause the roofing system to leak including, but not limited to:
 - (1) ridges, cracks, blisters, wrinkles, fish mouths or other similar conditions or
 - (2) changes in surfacing such as appearance, mineral loss, discoloration, peeling protective coatings, aggregate loss, or similar conditions.
- G. Edge metal or metal components fading, chalking, or weathering; nor for damage, rust, or other conditions resulting from the building being located within 1,500 feet of a body of saltwater, from acid rain, or any normal surface rust along the edges which, in the process of manufacturing and/or installation, have been factory-sheared or exposed in the field.
- H. Damage caused by Owner-initiated changes not previously approved by Garland in writing including, but not limited to:
 - 1. Changes in the usage of the building.
 - 2. Modifications or additions to the roofing system.
- I. Damage caused by the failure of Owner to properly maintain the roof system according to the Owner's Manual in effect as of the date of this Warranty issuance and attached Hereto and provided to the Owner. Lack of proper care and maintenance is cause for cancellation of this Warranty.
- J. Damage for which the Owner does not provide Garland with timely written notice of a claim pursuant to the terms of this Warranty.

LIMITATIONS

Garland shall not be responsible for any damages that occur as a result of leaks, including, but not limited to damage to real or personal property, the structure itself, or contents therein. Garland's sole responsibility under this Warranty is for the costs associated with repairs of leaks caused by defective materials or set forth above. Garland shall not be liable for any discoloration, cosmetic deterioration or change in the visual appearance of the roofing system or Garland's top coating. Garland is not be responsible for the removal or replacement of any roof top equipment or systems or overburden. In no event is Garland liable for any incidental, special, consequential, indirect, or punitive damages, loss of use or profits, or diminution in value.


EXCEPT AS SET FORTH HEREIN, GARLAND MAKES NO OTHER WARRANTIES AND HEREBY DISCLAIMS ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.

OWNER RESPONSIBILITIES

In the event of a leak, Owner shall provide written notice to Garland within seven (7) days of discovery of the leak and before any repairs are undertaken. The written notice shall be sent to 3800 East 91st Street, Cleveland, OH 44105, Attn: Warranty Department. Owner, or its agent or representatives shall then provide Garland with adequate access to allow Garland to inspect the leak and roofing system. In the event the roofing system has rooftop equipment or overburden obscuring the waterproofing membrane, such as paver system, vegetated roofing, solar, solar thermal system, or any other material installed over the roof system, temporary or permanent, the Owner will have it removed before inspection at its sole expense. If it is determined that the roof leak is the direct result of defective materials or workmanship, Garland will perform the repairs required to correct the roof leaks at no cost to Owner. If Garland fails to have the repairs performed within 72 hours after its inspection, emergency temporary repairs performed by others will not void this Warranty, as long as those repairs are approved by Garland.

To the fullest extent allowed by law, this Warranty shall be construed under the laws of the State of Ohio and any actions or suits to enforce this Warranty shall be brought in the State of Ohio, County of Cuyahoga. This Warranty constitutes the sole and exclusive Warranty of the parties hereto and supersedes any prior understandings or written or oral agreements or warranties between the parties respecting the subject matter within. If any one or more of the provisions contained in this Warranty shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Warranty shall be construed as if the invalid, illegal or unenforceable provision had never been contained therein.

WARRANTY ACCEPTANCE: Owner hereby accepts and agrees to the terms and conditions set forth in this Warranty.

By: The Garland Company, Inc. Owner: _____
 Signed By:  Signed By: _____
 Date: _____ Date: _____

The Garland Company, Inc.®

Thirty (30) Year High-Performance Roof System Limited Warranty

Owner Name: SAMPLE Contractor Name: _____
 Address: _____ Address: _____
 City: _____ State/Zip: _____ City: _____ State/Zip: _____
 Building Name: _____ Products: _____
 Roof ID: _____ Square Footage: _____

MANUFACTURER RESPONSIBILITIES

The Garland Company, Inc. ("Garland"), a Corporation of the State of Ohio, warrants to the above-named Owner that the Garland roof system will not leak due to manufacturing defects or defective workmanship by the above-named Contractor. Garland will pay all authorized costs of repairs to the roofing system necessary to stop any leaks caused by defective materials or workmanship that occur during a period of thirty (30) years, from the completion date, subject to the terms of this Warranty. In the event repairs to correct leaks caused by defective materials or workmanship require removal and replacement of the roof system in recover applications, Owner will be responsible for all costs associated with the removal and replacement of the original roof system. Garland's obligation for repair remedies under this Warranty shall in no event exceed the cost of the original materials of this project.

APPLICABILITY OF WARRANTY

For this Warranty to remain in effect, all repairs, changes, alterations, modifications and/or additions to the roofing system must be authorized in advance in writing by Garland. This Warranty may be transferred upon Garland's written consent, Garland's approval of maintenance to the roofing system, and payment of a transfer fee. This Warranty excludes the following:

- A. Damage by natural disasters including, but not limited to, fire, floods, lightning, hail, earthquakes, wind damage over 90 mph, etc.
- B. Damage by structural movement or failure or movement of any material underlying the roofing system or base flashing.
- C. Damage by acts of negligence, misuse or accidents including, but not limited to, use of roof for other than waterproofing the building, vandalism, civil disobedience or acts of war.
- D. Damage to the roofing system resulting from:
 - 1. Infiltration or condensation of moisture in, through, or around walls, copings, building structure or underlying or surrounding areas not associated with Garland metal components.
 - 2. Ponding water, defined as standing water 48 hours after rainfall.
 - 3. Chemical contaminate attacks on the roofing system.
 - 4. Defects in engineering or building design or construction.
 - 5. Traffic or storage of materials on the roof.
 - 6. Defects in, failure or improper application of the underlying structural material used as a base upon which the roof is applied.
- E. Leaks caused by deteriorated or failing sealants, such as: caulking or pitch pan sealants
- F. Any aesthetic issues that do not directly cause the roofing system to leak including, but not limited to:
 - (1) ridges, cracks, blisters, wrinkles, fish mouths or other similar conditions or
 - (2) changes in surfacing such as appearance, mineral loss, discoloration, peeling protective coatings, aggregate loss, or similar conditions.
- G. Edge metal or metal components fading, chalking, or weathering; nor for damage, rust, or other conditions resulting from the building being located within 1,500 feet of a body of saltwater, from acid rain, or any normal surface rust along the edges which, in the process of manufacturing and/or installation, have been factory-sheared or exposed in the field.
- H. Damage caused by Owner-initiated changes not previously approved by Garland in writing including, but not limited to:
 - 1. Changes in the usage of the building.
 - 2. Modifications or additions to the roofing system.
- I. Damage caused by the failure of Owner to properly maintain the roof system according to the Owner's Manual in effect as of the date of this Warranty issuance and attached Hereto and provided to the Owner. Lack of proper care and maintenance is cause for cancellation of this Warranty.
- J. Damage for which the Owner does not provide Garland with timely written notice of a claim pursuant to the terms of this Warranty.

LIMITATIONS

Garland shall not be responsible for any damages that occur as a result of leaks, including, but not limited to damage to real or personal property, the structure itself, or contents therein. Garland's sole responsibility under this Warranty is for the costs associated with repairs of leaks caused by defective materials or workmanship set forth above. Garland is not be responsible for the removal or replacement of any roof top equipment or systems or overburden. In no event is Garland liable for any incidental, special, consequential, indirect, or punitive damages, loss of use or profits, or diminution in value.

EXCEPT AS SET FORTH HEREIN, GARLAND MAKES NO OTHER WARRANTIES AND HEREBY DISCLAIMS ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.

OWNER RESPONSIBILITIES

In the event of a leak, Owner shall provide written notice to Garland within seven (7) days of discovery of the leak and before any repairs are undertaken. The written notice shall be sent to 3800 East 91st Street, Cleveland, OH 44105, Attn: Warranty Department. Owner, or its agent or representatives shall then provide Garland with adequate access to allow Garland to inspect the leak and roofing system. In the event the roofing system has rooftop equipment or overburden obscuring the waterproofing membrane, such as paver system, vegetated roofing, solar, solar thermal system, or any other material installed over the roof system, temporary or permanent, the Owner will have it removed before inspection at its sole expense. If it is determined that the roof leak is the direct result of defective materials or workmanship, Garland will perform the repairs required to correct the roof leaks at no cost to Owner. If Garland fails to have the repairs performed within 72 hours after its inspection, emergency temporary repairs performed by others will not void this Warranty, as long as those repairs are approved by Garland.

To the fullest extent allowed by law, this Warranty shall be construed under the laws of the State of Ohio and any actions or suits to enforce this Warranty shall be brought in the State of Ohio, County of Cuyahoga. This Warranty constitutes the sole and exclusive Warranty of the parties hereto and supersedes any prior understandings or written or oral agreements or warranties between the parties respecting the subject matter within. If any one or more of the provisions contained in this Warranty shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Warranty shall be construed as if the invalid, illegal or unenforceable provision had never been contained therein.

WARRANTY ACCEPTANCE: Owner hereby accepts and agrees to the terms and conditions outline in this Warranty.

By: The Garland Company, Inc. Owner: _____
 Signed By: Signed By: _____
 Date: _____ Date: _____

The Garland Company, Inc.®

Thirty-Five (35) Year High-Performance R-Mer® Span Metal Roof System No Dollar Limit (NDL) Warranty

Owner Name: SAMPLE **Contractor Name:** _____
Address: _____ **Address:** _____
City: _____ **State/Zip:** _____ **City:** _____ **State/Zip:** _____
Building Name: _____ **Products:** _____
Roof ID: _____ **Square Footage:** _____

MANUFACTURER RESPONSIBILITIES

The Garland Company, Inc. ("Garland"), a Corporation of the State of Ohio, warrants to the above-named Owner that the Garland roof system will not leak due to manufacturing defects or defective workmanship by the above-named Contractor. Garland will pay all authorized costs of repairs to the roofing system necessary to stop any leaks caused by defective materials or workmanship that occur during a period of thirty-five (35) years, from the completion date, subject to the terms of this Warranty. In the event repairs to correct leaks caused by defective materials or workmanship require removal and replacement of the roof system in recover applications, Owner will be responsible for all costs associated with the removal and replacement of the original roof system. Garland also warrants, for the extent of this warranty, that the panel materials will not rupture, perforate or fail structurally under normal atmospheric conditions, and that the fluorocarbon finish will not:

- A. Peel, check or crack (except for such slight crazing as may occur on tightly roll-formed edges or brake bends at the time of forming pre-painted sheet and which is accepted as standard).
- B. Chalk in excess of numerical rating of eight (8) during the Warranty period when measured in accordance with the standard procedures specified in ASTM D4214.
- C. Fade or change in color in excess of five (5) NBS units during the Warranty period when measured on the exposed painted surfaces which have been cleaned of external deposits and chalk and the corresponding values measured on the original or unexposed painted surfaces. It is understood that fading or color changes may not be uniform if the surfaces are not equally exposed to the sun and elements.

APPLICABILITY OF WARRANTY

For this Warranty to remain in effect, all repairs, changes, alterations, modifications and/or additions to the roofing system must be authorized in advance in writing by Garland. This Warranty may be transferred upon Garland's written consent, Garland's approval of maintenance to the roofing system, and payment of a transfer fee. This Warranty excludes the following:

- A. Damage by natural disasters including, but not limited to, fire, floods, lightning, hail, earthquakes, wind damage over 90 mph, etc.
- B. Damage by structural movement or failure or movement of any material underlying the roofing system or base flashing.
- C. Damage by acts of negligence, misuse or accidents including, but not limited to, use of roof for other than waterproofing the building, vandalism, civil disobedience or acts of war.
- D. Damage to the roofing system resulting from:
 - 1. Infiltration or condensation of moisture in, through, or around walls, copings, building structure or underlying or surrounding areas.
 - 2. Improper cleaning with saline, acidic, basic, or petroleum solutions; or acts of parties other than manufacturer or authorize contractor.
 - 3. Exposure to metallic contact with or water run-off from lead or copper flashings, conduits or any other metallic source.
 - 4. Exposure to direct contact with green, wet or pressure-treated lumber using a salt-borne preservative or wet storage stain due to water or condensation.
 - 5. Roll-forming or metal breaking that causes severe reverse bending, abrasion or any bending greater than 2T as defined by ASTM D4145 (NCCA II-19).
 - 6. Traffic or storage of materials on roof.
 - 7. Ponding water, ice build-up on roof surface or sliding snow or ice when Garland approved snow retention is not installed.
- E. Leaks caused by deteriorated or failing sealants, such as: caulking or pitch pan sealants.
- F. Fading, chalking, or weathering; nor for damage, rust, or other conditions resulting from the building being located within 1,500 feet of a body of saltwater, from acid rain, or any normal surface rust along the edges which, in the process of manufacturing and/or installation, have been factory-sheared or exposed in the field.
- G. Damage caused by Owner-initiated changes not previously approved by Garland in writing including, but not limited to:
 - 1. Changes in the usage of the building.
 - 2. Modifications or additions to the roofing system
- H. Damage caused by the failure of Owner to properly maintain the roof system according to the Owner's Manual in effect as of the date of this Warranty issuance and attached.
- I. Damage for which the Owner does not provide Garland with timely written notice of a claim pursuant to the terms of this Warranty.
- J. Issues or damaged caused by the failure by any contractor or subcontractor to follow Garland's recommended installation instructions for the layout, application, and erection of the roof system.

LIMITATIONS

Garland shall not be responsible for any damages that occur as a result of leaks, including, but not limited to damage to real or personal property, the structure itself, or contents therein. Garland's sole responsibility under this Warranty is for the costs associated with repairs of leaks caused by defective materials or workmanship set forth above. Garland is not be responsible for the removal or replacement of any roof top equipment or systems or overburden. In no event is Garland liable for any incidental, special, consequential, indirect, or punitive damages, loss of use or profits, or diminution in value.


EXCEPT AS SET FORTH HEREIN, GARLAND MAKES NO OTHER WARRANTIES AND HEREBY DISCLAIMS ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.

OWNER RESPONSIBILITIES

In the event of a leak, Owner shall provide written notice to Garland within seven (7) days of discovery of the leak and before any repairs are undertaken. The written notice shall be sent to 3800 East 91st Street, Cleveland, OH 44105, Attn: Warranty Department. Owner, or its agent or representatives shall then provide Garland with adequate access to allow Garland to inspect the leak and roofing system. In the event the roofing system has rooftop equipment or overburden obscuring the waterproofing membrane, such as paver system, vegetated roofing, solar, solar thermal system, or any other material installed over the roof system, temporary or permanent, the Owner will have it removed before inspection at its sole expense. If it is determined that the roof leak is the direct result of defective materials or workmanship, Garland will perform the repairs required to correct the roof leaks at no cost to Owner. If Garland fails to have the repairs performed within 72 hours after its inspection, emergency temporary repairs performed by others will not void this Warranty, as long as those repairs are approved by Garland.

To the fullest extent allowed by law, this Warranty shall be construed under the laws of the State of Ohio and any actions or suits to enforce this Warranty shall be brought in the State of Ohio, County of Cuyahoga. This Warranty constitutes the sole and exclusive Warranty of the parties hereto and supersedes any prior understandings or written or oral agreements or warranties between the parties respecting the subject matter within. If any one or more of the provisions contained in this Warranty shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Warranty shall be construed as if the invalid, illegal or unenforceable provision had never been contained therein.

WARRANTY ACCEPTANCE: Owner hereby accepts and agrees to the terms and conditions outline in this Warranty.

By: The Garland Company, Inc. Owner: _____
 Signed By:  Signed By: _____
 Date: _____ Date: _____

The Garland Company, Inc.®

Thirty (30) Year High-Performance R-Mer® Loc Metal Roof System Limited Warranty

| | |
|----------------------------------|-------------------------------|
| Owner Name: <u>SAMPLE</u> | Contractor Name: _____ |
| Address: _____ | Address: _____ |
| City: _____ State/Zip: _____ | City: _____ State/Zip: _____ |
| Building Name: _____ | Products: _____ |
| Roof ID: _____ | Square Footage: _____ |

MANUFACTURER RESPONSIBILITIES

The Garland Company, Inc. ("Garland"), a Corporation of the State of Ohio, warrants to the above-named Owner that the Garland roof system will not leak due to manufacturing defects or defective workmanship by the above-named Contractor. Garland will pay all authorized costs of repairs to the roofing system necessary to stop any leaks caused by defective materials or workmanship that occur during a period of thirty (30) years, from the completion date, subject to the terms of this Warranty. In the event repairs to correct leaks caused by defective materials or workmanship require removal and replacement of the roof system in recover applications, Owner will be responsible for all costs associated with the removal and replacement of the original roof system. Garland also warrants, for the extent of this warranty, that the panel materials will not rupture, perforate or fail structurally under normal atmospheric conditions, and that the fluorocarbon finish will not:

- A. Peel, check or crack (except for such slight crazing as may occur on tightly roll-formed edges or brake bends at the time of forming pre-painted sheet and which is accepted as standard).
- B. Chalk in excess of numerical rating of eight (8) during the Warranty period when measured in accordance with the standard procedures specified in ASTM D4214.
- C. Fade or change in color in excess of five (5) NBS units during the Warranty period when measured on the exposed painted surfaces which have been cleaned of external deposits and chalk and the corresponding values measured on the original or unexposed painted surfaces. It is understood that fading or color changes may not be uniform if the surfaces are not equally exposed to the sun and elements.

Garland's obligation for repair remedies under this Warranty shall in no event exceed the cost of the original materials of this project.

APPLICABILITY OF WARRANTY

For this Warranty to remain in effect, all repairs, changes, alterations, modifications and/or additions to the roofing system must be authorized in advance in writing by Garland. This Warranty may be transferred upon Garland's written consent, Garland's approval of maintenance to the roofing system, and payment of a transfer fee. This Warranty excludes the following:

- A. Damage by natural disasters including, but not limited to, fire, floods, lightning, hail, earthquakes, wind damage over 90 mph, etc.
- B. Damage by structural movement or failure or movement of any material underlying the roofing system or base flashing.
- C. Damage by acts of negligence, misuse or accidents including, but not limited to, use of roof for other than waterproofing the building, vandalism, civil disobedience or acts of war.
- D. Damage to the roofing system resulting from:
 - 1. Infiltration or condensation of moisture in, through, or around walls, copings, building structure or underlying or surrounding areas.
 - 2. Improper cleaning with saline, acidic, basic, or petroleum solutions; or acts of parties other than manufacturer or authorize contractor.
 - 3. Exposure to metallic contact with or water run-off from lead or copper flashings, conduits or any other metallic source.
 - 4. Exposure to direct contact with green, wet or pressure-treated lumber using a salt-borne preservative or wet storage stain due to water or condensation.
 - 5. Roll-forming or metal breaking that causes severe reverse bending, abrasion or any bending greater than 2T as defined by ASTM D4145 (NCCA II-19).
 - 6. Traffic or storage of materials on roof.
 - 7. Ponding water, ice build-up on roof surface or sliding snow or ice when Garland approved snow retention is not installed.
- E. Leaks caused by deteriorated or failing sealants, such as: caulking or pitch pan sealants.
- F. Fading, chalking, or weathering; nor for damage, rust, or other conditions resulting from the building being located within 1,500 feet of a body of saltwater, from acid rain, or any normal surface rust along the edges which, in the process of manufacturing and/or installation, have been factory-sheared or exposed in the field.
- G. Damage caused by Owner-initiated changes not previously approved by Garland in writing including, but not limited to:
 - 1. Changes in the usage of the building.
 - 2. Modifications or additions to the roofing system
- H. Damage caused by the failure of Owner to properly maintain the roof system according to the Owner's Manual in effect as of the date of this Warranty issuance and attached.
- I. Damage for which the Owner does not provide Garland with timely written notice of a claim pursuant to the terms of this Warranty.
- J. Issues or damaged caused by the failure by any contractor or subcontractor to follow Garland's recommended installation instructions for the layout, application, and erection of the roof system.

LIMITATIONS

Garland shall not be responsible for any damages that occur as a result of leaks, including, but not limited to damage to real or personal property, the structure itself, or contents therein. Garland's sole responsibility under this Warranty is for the costs associated with repairs of leaks caused by defective materials or workmanship set forth above. Garland is not be responsible for the removal or replacement of any roof top equipment or systems or overburden. In no event is Garland liable for any incidental, special, consequential, indirect, or punitive damages, loss of use or profits, or diminution in value.

EXCEPT AS SET FORTH HEREIN, GARLAND MAKES NO OTHER WARRANTIES AND HEREBY DISCLAIMS ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.

OWNER RESPONSIBILITIES

In the event of a leak, Owner shall provide written notice to Garland within seven (7) days of discovery of the leak and before any repairs are undertaken. The written notice shall be sent to 3800 East 91st Street, Cleveland, OH 44105, Attn: Warranty Department. Owner, or its agent or representatives shall then provide Garland with adequate access to allow Garland to inspect the leak and roofing system. In the event the roofing system has rooftop equipment or overburden obscuring the waterproofing membrane, such as paver system, vegetated roofing, solar, solar thermal system, or any other material installed over the roof system, temporary or permanent, the Owner will have it removed before inspection at its sole expense. If it is determined that the roof leak is the direct result of defective materials or workmanship, Garland will perform the repairs required to correct the roof leaks at no cost to Owner. If Garland fails to have the repairs performed within 72 hours after its inspection, emergency temporary repairs performed by others will not void this Warranty, as long as those repairs are approved by Garland.

To the fullest extent allowed by law, this Warranty shall be construed under the laws of the State of Ohio and any actions or suits to enforce this Warranty shall be brought in the State of Ohio, County of Cuyahoga. This Warranty constitutes the sole and exclusive Warranty of the parties hereto and supersedes any prior understandings or written or oral agreements or warranties between the parties respecting the subject matter within. If any one or more of the provisions contained in this Warranty shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Warranty shall be construed as if the invalid, illegal or unenforceable provision had never been contained therein.

WARRANTY ACCEPTANCE: Owner hereby accepts and agrees to the terms and conditions outline in this Warranty.

By: The Garland Company, Inc. Owner: _____

Signed By:  Signed By: _____

Date: _____ Date: _____

The Garland Company, Inc.®

Twenty-Five (25) Year High-Performance Edge-to-Edge Roof System No Dollar Limit (NDL) Warranty

Owner Name: SAMPLE Contractor Name: _____
 Address: _____ Address: _____
 City: _____ State/Zip: _____ City: _____ State/Zip: _____
 Building Name: _____ Products: _____
 Roof ID: _____ Square Footage: _____

MANUFACTURER RESPONSIBILITIES

The Garland Company, Inc. ("Garland"), a Corporation of the State of Ohio, warrants to the above-named Owner that the Garland roof system, including all Garland metal components, will not leak due to manufacturing defects or defective workmanship by the above-named Contractor. Garland will pay all authorized costs of repairs to the roofing system necessary to stop any leaks caused by defective materials or workmanship that occur during a period of twenty-five (25) years, from the completion date, subject to the terms of this Warranty. In the event repairs to correct leaks caused by defective materials or workmanship require removal and replacement of the roof system in recover applications, Owner will be responsible for all costs associated with the removal and replacement of the original roof system.

APPLICABILITY OF WARRANTY

For this Warranty to remain in effect, all repairs, changes, alterations, modifications and/or additions to the roofing system must be authorized in advance in writing by Garland. This Warranty may be transferred upon Garland's written consent, Garland's approval of maintenance to the roofing system, and payment of a transfer fee. This Warranty excludes the following:

- A. Damage by natural disasters including, but not limited to, fire, floods, lightning, hail, earthquakes, wind damage over 90 mph, etc.
- B. Damage by structural movement or failure or movement of any material underlying the roofing system or base flashing.
- C. Damage by acts of negligence, misuse or accidents including, but not limited to, use of roof for other than waterproofing the building, vandalism, civil disobedience or acts of war.
- D. Damage to the roofing system resulting from:
 - 1. Infiltration or condensation of moisture in, through, or around walls, copings, building structure or underlying or surrounding areas not associated with Garland metal components.
 - 2. Ponding water, defined as standing water 48 hours after rainfall.
 - 3. Chemical contaminate attacks on the roofing system.
 - 4. Defects in engineering or building design or construction.
 - 5. Traffic or storage of materials on the roof.
 - 6. Defects in, failure or improper application of the underlying structural material used as a base upon which the roof is applied.
- E. Leaks caused by deteriorated or failing sealants, such as: caulking or pitch pan sealants
- F. Any aesthetic issues that do not directly cause the roofing system to leak including, but not limited to:
 - (1) ridges, cracks, blisters, wrinkles, fish mouths or other similar conditions or
 - (2) changes in surfacing such as appearance, mineral loss, discoloration, peeling protective coatings, aggregate loss, or similar conditions.
- G. Edge metal or metal components fading, chalking, or weathering; nor for damage, rust, or other conditions resulting from the building being located within 1,500 feet of a body of saltwater, from acid rain, or any normal surface rust along the edges which, in the process of manufacturing and/or installation, have been factory-sheared or exposed in the field.
- H. Damage caused by Owner-initiated changes not previously approved by Garland in writing including, but not limited to:
 - 1. Changes in the usage of the building.
 - 2. Modifications or additions to the roofing system.
- I. Damage caused by the failure of Owner to properly maintain the roof system according to the Owner's Manual in effect as of the date of this Warranty issuance and attached hereto and provided to the Owner. Lack of proper care and maintenance is cause for cancellation of this Warranty.
- J. Damage for which the Owner does not provide Garland with timely written notice of a claim pursuant to the terms of this Warranty.

LIMITATIONS

Garland shall not be responsible for any damages that occur as a result of leaks, including, but not limited to damage to real or personal property, the structure itself, or contents therein. Garland's sole responsibility under this Warranty is for the costs associated with repairs of leaks caused by defective materials or workmanship set forth above. Garland is not responsible for the removal or replacement of any roof top equipment or systems or overburden. In no event is Garland liable for any incidental, special, consequential, indirect, or punitive damages, loss of use or profits, or diminution in value.

EXCEPT AS SET FORTH HEREIN, GARLAND MAKES NO OTHER WARRANTIES AND HEREBY DISCLAIMS ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.

OWNER RESPONSIBILITIES

In the event of a leak, Owner shall provide written notice to Garland within seven (7) days of discovery of the leak and before any repairs are undertaken. The written notice shall be sent to 3800 East 91st Street, Cleveland, OH 44105, Attn: Warranty Department. Owner, or its agent or representatives shall then provide Garland with adequate access to allow Garland to inspect the leak and roofing system. In the event the roofing system has rooftop equipment or overburden obscuring the waterproofing membrane, such as paver system, vegetated roofing, solar, solar thermal system, or any other material installed over the roof system, temporary or permanent, the Owner will have it removed before inspection at its sole expense. If it is determined that the roof leak is the direct result of defective materials or workmanship, Garland will perform the repairs required to correct the roof leaks at no cost to Owner. If Garland fails to have the repairs performed within 72 hours after its inspection, emergency temporary repairs performed by others will not void this Warranty, as long as those repairs are approved by Garland.

To the fullest extent allowed by law, this Warranty shall be construed under the laws of the State of Ohio and any actions or suits to enforce this Warranty shall be brought in the State of Ohio, County of Cuyahoga. This Warranty constitutes the sole and exclusive Warranty of the parties hereto and supersedes any prior understandings or written or oral agreements or warranties between the parties respecting the subject matter within. If any one or more of the provisions contained in this Warranty shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Warranty shall be construed as if the invalid, illegal or unenforceable provision had never been contained therein.

WARRANTY ACCEPTANCE: Owner hereby accepts and agrees to the terms and conditions outline in this Warranty.

By: The Garland Company, Inc. Owner: _____
 Signed By: [Signature] Signed By: _____
 Date: _____ Date: _____

The Garland Company, Inc.®

Thirty (30) Year High-Performance Roof System No Dollar Limit (NDL) Warranty

| | |
|----------------------------------|-------------------------------|
| Owner Name: <u>SAMPLE</u> | Contractor Name: _____ |
| Address: _____ | Address: _____ |
| City: _____ State/Zip: _____ | City: _____ State/Zip: _____ |
| Building Name: _____ | Products: _____ |
| Roof ID: _____ | Square Footage: _____ |

MANUFACTURER RESPONSIBILITIES

The Garland Company, Inc. ("Garland"), a Corporation of the State of Ohio, warrants to the above-named Owner that the Garland roof system will not leak due to manufacturing defects or defective workmanship by the above-named Contractor. Garland will pay all authorized costs of repairs to the roofing system necessary to stop any leaks caused by defective materials or workmanship that occur during a period of thirty (30) years, from the completion date, subject to the terms of this Warranty. In the event repairs to correct leaks caused by defective materials or workmanship require removal and replacement of the roof system in recover applications, Owner will be responsible for all costs associated with the removal and replacement of the original roof system.

APPLICABILITY OF WARRANTY

For this Warranty to remain in effect, all repairs, changes, alterations, modifications and/or additions to the roofing system must be authorized in advance in writing by Garland. This Warranty may be transferred upon Garland's written consent, Garland's approval of maintenance to the roofing system, and payment of a transfer fee. This Warranty excludes the following:

- A. Damage by natural disasters including, but not limited to, fire, floods, lightning, hail, earthquakes, wind damage over 90 mph, etc.
- B. Damage by structural movement or failure or movement of any material underlying the roofing system or base flashing.
- C. Damage by acts of negligence, misuse or accidents including, but not limited to, use of roof for other than waterproofing the building, vandalism, civil disobedience or acts of war.
- D. Damage to the roofing system resulting from:
 - 1. Infiltration or condensation of moisture in, through, or around walls, copings, building structure or underlying or surrounding areas.
 - 2. Ponding water, defined as standing water 48 hours after rainfall.
 - 3. Chemical contaminate attacks on the roofing system.
 - 4. Defects in engineering or building design or construction.
 - 5. Traffic or storage of materials on the roof.
 - 6. Defects in, failure or improper application of the underlying structural material used as a base upon which the roof is applied.
- E. Leaks caused by deteriorated or failing sealants, such as: caulking or pitch pan sealants
- F. Any aesthetic issues that do not directly cause the roofing system to leak including, but not limited to:
 - (1) ridges, cracks, blisters, wrinkles, fish mouths or other similar conditions or
 - (2) changes in surfacing such as appearance, mineral loss, discoloration, peeling protective coatings, aggregate loss, or similar conditions.
- G. Edge metal or metal components fading, chalking, or weathering; nor for damage, rust, or other conditions resulting from the building being located within 1,500 feet of a body of saltwater, from acid rain, or any normal surface rust along the edges which, in the process of manufacturing and/or installation, have been factory-sheared or exposed in the field.
- H. Damage caused by Owner-initiated changes not previously approved by Garland in writing including, but not limited to:
 - 1. Changes in the usage of the building.
 - 2. Modifications or additions to the roofing system.
- I. Damage caused by the failure of Owner to properly maintain the roof system according to the Owner's Manual in effect as of the date of this Warranty issuance and attached Hereto and provided to the Owner. Lack of proper care and maintenance is cause for cancellation of this Warranty.
- J. Damage for which the Owner does not provide Garland with timely written notice of a claim pursuant to the terms of this Warranty.

LIMITATIONS

Garland shall not be responsible for any damages that occur as a result of leaks, including, but not limited to damage to real or personal property, the structure itself, or contents therein. Garland's sole responsibility under this Warranty is for the costs associated with repairs of leaks caused by defective materials or workmanship set forth above. Garland is not be responsible for the removal or replacement of any roof top equipment or systems or overburden. In no event is Garland liable for any incidental, special, consequential, indirect, or punitive damages, loss of use or profits, or diminution in value.

EXCEPT AS SET FORTH HEREIN, GARLAND MAKES NO OTHER WARRANTIES AND HEREBY DISCLAIMS ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.

OWNER RESPONSIBILITIES

In the event of a leak, Owner shall provide written notice to Garland within seven (7) days of discovery of the leak and before any repairs are undertaken. The written notice shall be sent to 3800 East 91st Street, Cleveland, OH 44105, Attn: Warranty Department. Owner, or its agent or representatives shall then provide Garland with adequate access to allow Garland to inspect the leak and roofing system. In the event the roofing system has rooftop equipment or overburden obscuring the waterproofing membrane, such as paver system, vegetated roofing, solar, solar thermal system, or any other material installed over the roof system, temporary or permanent, the Owner will have it removed before inspection at its sole expense. If it is determined that the roof leak is the direct result of defective materials or workmanship, Garland will perform the repairs required to correct the roof leaks at no cost to Owner. If Garland fails to have the repairs performed within 72 hours after its inspection, emergency temporary repairs performed by others will not void this Warranty, as long as those repairs are approved by Garland.

To the fullest extent allowed by law, this Warranty shall be construed under the laws of the State of Ohio and any actions or suits to enforce this Warranty shall be brought in the State of Ohio, County of Cuyahoga. This Warranty constitutes the sole and exclusive Warranty of the parties hereto and supersedes any prior understandings or written or oral agreements or warranties between the parties respecting the subject matter within. If any one or more of the provisions contained in this Warranty shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Warranty shall be construed as if the invalid, illegal or unenforceable provision had never been contained therein.

WARRANTY ACCEPTANCE: Owner hereby accepts and agrees to the terms and conditions outline in this Warranty.

| | |
|--|------------------|
| By: <u>The Garland Company, Inc.</u> | Owner: _____ |
| Signed By:  | Signed By: _____ |
| Date: _____ | Date: _____ |

The Garland Company, Inc.®

Thirty (30) Year High-Performance R-Mer® Shield Metal Roof System No Dollar Limit (NDL) Warranty

| | |
|----------------------------------|-------------------------------|
| Owner Name: <u>SAMPLE</u> | Contractor Name: _____ |
| Address: _____ | Address: _____ |
| City: _____ State/Zip: _____ | City: _____ State/Zip: _____ |
| Building Name: _____ | Products: _____ |
| Roof ID: _____ | Square Footage: _____ |

MANUFACTURER RESPONSIBILITIES

The Garland Company, Inc. ("Garland"), a Corporation of the State of Ohio, warrants to the above-named Owner that the Garland roof system will not leak due to manufacturing defects or defective workmanship by the above-named Contractor. Garland will pay all authorized costs of repairs to the roofing system necessary to stop any leaks caused by defective materials or workmanship that occur during a period of thirty (30) years, from the completion date, subject to the terms of this Warranty. In the event repairs to correct leaks caused by defective materials or workmanship require removal and replacement of the roof system in recover applications, Owner will be responsible for all costs associated with the removal and replacement of the original roof system. Garland also warrants, for the extent of this warranty, that the panel materials will not rupture, perforate or fail structurally under normal atmospheric conditions, and that the fluorocarbon finish will not:

- A. Peel, check or crack (except for such slight crazing as may occur on tightly roll-formed edges or brake bends at the time of forming pre-painted sheet and which is accepted as standard).
- B. Chalk in excess of numerical rating of eight (8) during the Warranty period when measured in accordance with the standard procedures specified in ASTM D4214.
- C. Fade or change in color in excess of five (5) NBS units during the Warranty period when measured on the exposed painted surfaces which have been cleaned of external deposits and chalk and the corresponding values measured on the original or unexposed painted surfaces. It is understood that fading or color changes may not be uniform if the surfaces are not equally exposed to the sun and elements.

APPLICABILITY OF WARRANTY

For this Warranty to remain in effect, all repairs, changes, alterations, modifications and/or additions to the roofing system must be authorized in advance in writing by Garland. This Warranty may be transferred upon Garland's written consent, Garland's approval of maintenance to the roofing system, and payment of a transfer fee. This Warranty excludes the following:

- A. Damage by natural disasters including, but not limited to, fire, floods, lightning, hail, earthquakes, wind damage over 90 mph, etc.
- B. Damage by structural movement or failure or movement of any material underlying the roofing system or base flashing.
- C. Damage by acts of negligence, misuse or accidents including, but not limited to, use of roof for other than waterproofing the building, vandalism, civil disobedience or acts of war.
- D. Damage to the roofing system resulting from:
 - 1. Infiltration or condensation of moisture in, through, or around walls, copings, building structure or underlying or surrounding areas.
 - 2. Improper cleaning with saline, acidic, basic, or petroleum solutions; or acts of parties other than manufacturer or authorize contractor.
 - 3. Exposure to metallic contact with or water run-off from lead or copper flashings, conduits or any other metallic source.
 - 4. Exposure to direct contact with green, wet or pressure-treated lumber using a salt-borne preservative or wet storage stain due to water or condensation.
 - 5. Roll-forming or metal breaking that causes severe reverse bending, abrasion or any bending greater than 2T as defined by ASTM D4145 (NCCA II-19).
 - 6. Traffic or storage of materials on roof.
 - 7. Ponding water, ice build-up on roof surface or sliding snow or ice when Garland approved snow retention is not installed.
- E. Leaks caused by deteriorated or failing sealants, such as: caulking or pitch pan sealants.
- F. Fading, chalking, or weathering; nor for damage, rust, or other conditions resulting from the building being located within 1,500 feet of a body of saltwater, from acid rain, or any normal surface rust along the edges which, in the process of manufacturing and/or installation, have been factory-sheared or exposed in the field.
- G. Damage caused by Owner-initiated changes not previously approved by Garland in writing including, but not limited to:
 - 1. Changes in the usage of the building.
 - 2. Modifications or additions to the roofing system
- H. Damage caused by the failure of Owner to properly maintain the roof system according to the Owner's Manual in effect as of the date of this Warranty issuance and attached.
- I. Damage for which the Owner does not provide Garland with timely written notice of a claim pursuant to the terms of this Warranty.
- J. Issues or damaged caused by the failure by any contractor or subcontractor to follow Garland's recommended installation instructions for the layout, application, and erection of the roof system.

LIMITATIONS

Garland shall not be responsible for any damages that occur as a result of leaks, including, but not limited to damage to real or personal property, the structure itself, or contents therein. Garland's sole responsibility under this Warranty is for the costs associated with repairs of leaks caused by defective materials or workmanship set forth above. Garland is not be responsible for the removal or replacement of any roof top equipment or systems or overburden. In no event is Garland liable for any incidental, special, consequential, indirect, or punitive damages, loss of use or profits, or diminution in value.


EXCEPT AS SET FORTH HEREIN, GARLAND MAKES NO OTHER WARRANTIES AND HEREBY DISCLAIMS ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.

OWNER RESPONSIBILITIES

In the event of a leak, Owner shall provide written notice to Garland within seven (7) days of discovery of the leak and before any repairs are undertaken. The written notice shall be sent to 3800 East 91st Street, Cleveland, OH 44105, Attn: Warranty Department. Owner, or its agent or representatives shall then provide Garland with adequate access to allow Garland to inspect the leak and roofing system. In the event the roofing system has rooftop equipment or overburden obscuring the waterproofing membrane, such as paver system, vegetated roofing, solar, solar thermal system, or any other material installed over the roof system, temporary or permanent, the Owner will have it removed before inspection at its sole expense. If it is determined that the roof leak is the direct result of defective materials or workmanship, Garland will perform the repairs required to correct the roof leaks at no cost to Owner. If Garland fails to have the repairs performed within 72 hours after its inspection, emergency temporary repairs performed by others will not void this Warranty, as long as those repairs are approved by Garland.

To the fullest extent allowed by law, this Warranty shall be construed under the laws of the State of Ohio and any actions or suits to enforce this Warranty shall be brought in the State of Ohio, County of Cuyahoga. This Warranty constitutes the sole and exclusive Warranty of the parties hereto and supersedes any prior understandings or written or oral agreements or warranties between the parties respecting the subject matter within. If any one or more of the provisions contained in this Warranty shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Warranty shall be construed as if the invalid, illegal or unenforceable provision had never been contained therein.

WARRANTY ACCEPTANCE: Owner hereby accepts and agrees to the terms and conditions outline in this Warranty.

| | |
|--|------------------|
| By: <u>The Garland Company, Inc.</u> | Owner: _____ |
| Signed By:  | Signed By: _____ |
| Date: _____ | Date: _____ |

The Garland Company, Inc.®

Forty (40) Year High-Performance R-Mer® Shield Metal Roof System No Dollar Limit (NDL) Warranty

Owner Name: SAMPLE **Contractor Name:** _____
Address: _____ **Address:** _____
City: _____ **State/Zip:** _____ **City:** _____ **State/Zip:** _____
Building Name: _____ **Products:** _____
Roof ID: _____ **Square Footage:** _____

MANUFACTURER RESPONSIBILITIES

The Garland Company, Inc. ("Garland"), a Corporation of the State of Ohio, warrants to the above-named Owner that the Garland roof system will not leak due to manufacturing defects or defective workmanship by the above-named Contractor. Garland will pay all authorized costs of repairs to the roofing system necessary to stop any leaks caused by defective materials or workmanship that occur during a period of forty (40) years, from the completion date, subject to the terms of this Warranty. In the event repairs to correct leaks caused by defective materials or workmanship require removal and replacement of the roof system in recover applications, Owner will be responsible for all costs associated with the removal and replacement of the original roof system. Garland also warrants, for the extent of this warranty, that the panel materials will not rupture, perforate or fail structurally under normal atmospheric conditions, and that the fluorocarbon finish will not:

- A. Peel, check or crack (except for such slight crazing as may occur on tightly roll-formed edges or brake bends at the time of forming pre-painted sheet and which is accepted as standard).
- B. Chalk in excess of numerical rating of eight (8) during the Warranty period when measured in accordance with the standard procedures specified in ASTM D4214.
- C. Fade or change in color in excess of five (5) NBS units during the Warranty period when measured on the exposed painted surfaces which have been cleaned of external deposits and chalk and the corresponding values measured on the original or unexposed painted surfaces. It is understood that fading or color changes may not be uniform if the surfaces are not equally exposed to the sun and elements.

APPLICABILITY OF WARRANTY

For this Warranty to remain in effect, all repairs, changes, alterations, modifications and/or additions to the roofing system must be authorized in advance in writing by Garland. This Warranty may be transferred upon Garland's written consent, Garland's approval of maintenance to the roofing system, and payment of a transfer fee. This Warranty excludes the following:

- A. Damage by natural disasters including, but not limited to, fire, floods, lightning, hail, earthquakes, wind damage over 90 mph, etc.
- B. Damage by structural movement or failure or movement of any material underlying the roofing system or base flashing.
- C. Damage by acts of negligence, misuse or accidents including, but not limited to, use of roof for other than waterproofing the building, vandalism, civil disobedience or acts of war.
- D. Damage to the roofing system resulting from:
 - 1. Infiltration or condensation of moisture in, through, or around walls, copings, building structure or underlying or surrounding areas.
 - 2. Improper cleaning with saline, acidic, basic, or petroleum solutions; or acts of parties other than manufacturer or authorize contractor.
 - 3. Exposure to metallic contact with or water run-off from lead or copper flashings, conduits or any other metallic source.
 - 4. Exposure to direct contact with green, wet or pressure-treated lumber using a salt-borne preservative or wet storage stain due to water or condensation.
 - 5. Roll-forming or metal breaking that causes severe reverse bending, abrasion or any bending greater than 2T as defined by ASTM D4145 (NCCA II-19).
 - 6. Traffic or storage of materials on roof.
 - 7. Ponding water, ice build-up on roof surface or sliding snow or ice when Garland approved snow retention is not installed.
- E. Leaks caused by deteriorated or failing sealants, such as: caulking or pitch pan sealants.
- F. Fading, chalking, or weathering; nor for damage, rust, or other conditions resulting from the building being located within 1,500 feet of a body of saltwater, from acid rain, or any normal surface rust along the edges which, in the process of manufacturing and/or installation, have been factory-sheared or exposed in the field.
- G. Damage caused by Owner-initiated changes not previously approved by Garland in writing including, but not limited to:
 - 1. Changes in the usage of the building.
 - 2. Modifications or additions to the roofing system
- H. Damage caused by the failure of Owner to properly maintain the roof system according to the Owner's Manual in effect as of the date of this Warranty issuance and attached.
- I. Damage for which the Owner does not provide Garland with timely written notice of a claim pursuant to the terms of this Warranty.
- J. Issues or damaged caused by the failure by any contractor or subcontractor to follow Garland's recommended installation instructions for the layout, application, and erection of the roof system.

LIMITATIONS

Garland shall not be responsible for any damages that occur as a result of leaks, including, but not limited to damage to real or personal property, the structure itself, or contents therein. Garland's sole responsibility under this Warranty is for the costs associated with repairs of leaks caused by defective materials or workmanship set forth above. Garland is not be responsible for the removal or replacement of any roof top equipment or systems or overburden. In no event is Garland liable for any incidental, special, consequential, indirect, or punitive damages, loss of use or profits, or diminution in value.


EXCEPT AS SET FORTH HEREIN, GARLAND MAKES NO OTHER WARRANTIES AND HEREBY DISCLAIMS ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.

OWNER RESPONSIBILITIES

In the event of a leak, Owner shall provide written notice to Garland within seven (7) days of discovery of the leak and before any repairs are undertaken. The written notice shall be sent to 3800 East 91st Street, Cleveland, OH 44105, Attn: Warranty Department. Owner, or its agent or representatives shall then provide Garland with adequate access to allow Garland to inspect the leak and roofing system. In the event the roofing system has rooftop equipment or overburden obscuring the waterproofing membrane, such as paver system, vegetated roofing, solar, solar thermal system, or any other material installed over the roof system, temporary or permanent, the Owner will have it removed before inspection at its sole expense. If it is determined that the roof leak is the direct result of defective materials or workmanship, Garland will perform the repairs required to correct the roof leaks at no cost to Owner. If Garland fails to have the repairs performed within 72 hours after its inspection, emergency temporary repairs performed by others will not void this Warranty, as long as those repairs are approved by Garland.

To the fullest extent allowed by law, this Warranty shall be construed under the laws of the State of Ohio and any actions or suits to enforce this Warranty shall be brought in the State of Ohio, County of Cuyahoga. This Warranty constitutes the sole and exclusive Warranty of the parties hereto and supersedes any prior understandings or written or oral agreements or warranties between the parties respecting the subject matter within. If any one or more of the provisions contained in this Warranty shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Warranty shall be construed as if the invalid, illegal or unenforceable provision had never been contained therein.

WARRANTY ACCEPTANCE: Owner hereby accepts and agrees to the terms and conditions outline in this Warranty.

By: The Garland Company, Inc. Owner: _____
 Signed By:  Signed By: _____
 Date: _____ Date: _____

The Garland Company, Inc.®

Twenty (20) Year Material Limited Warranty

Owner Name: SAMPLE Contractor Name: _____
 Address: _____ Address: _____
 City: _____ State/Zip: _____ City: _____ State/Zip: _____
 Building Name: _____ Products: _____
 Roof ID: _____ Square Footage: _____

MANUFACTURER RESPONSIBILITIES

The Garland Company, Inc. ("Garland"), a Corporation of the State of Ohio, warrants to the above-named Owner that the Garland products (Product) installed on the above-named project will be free from defect and meet the minimum published specifications for the material for a period of twenty (20) years from the date of installation. Any materials found to be defective or below the minimum published specifications during the Warranty period will be replaced by Garland. Garland will not be responsible for any damage to the building or its contents or any other consequential damages and its responsibility is limited to replacing any defective materials. Garland's obligation for repair remedies under this Warranty shall in no event exceed the cost of the original materials of this project.

APPLICABILITY OF WARRANTY

For this Warranty to remain in effect, all repairs, changes, alterations, modifications and/or additions to the roof system must be authorized in advance in writing by Garland. This Warranty may be transferred upon Garland's written consent, Garland's approval of maintenance to the roof system, and payment of a transfer fee. This Warranty excludes the following:

- A. Damage by natural disasters including, but not limited to, fire, floods, lightning, hail, earthquakes, wind damage over 90 mph, etc.
- B. Damage by structural movement or failure or movement of any material underlying the roofing system or base flashing.
- C. Damage by acts of negligence, misuse or accidents including, but not limited to, use of roof for other than waterproofing the building, vandalism, civil disobedience or acts of war.
- D. Damage to the product resulting from:
 - 1. Infiltration or condensation of moisture in, through, or around walls, copings, building structure or underlying or surrounding areas.
 - 2. Ponding water, defined as standing water 48 hours after rainfall.
 - 3. Chemical contaminate attacks on the roofing system.
 - 4. Defects in engineering or building design or construction.
 - 5. Traffic or storage of materials on the roof.
 - 6. Defects in, failure or improper application of the underlying structural material used as a base upon which the roof is applied.
- E. Leaks caused by deteriorated or failing sealants, such as: caulking or pitch pan sealants
- F. Any aesthetic issues that do not directly cause the roofing system to leak including, but not limited to:
 - (1) ridges, cracks, blisters, wrinkles, fish mouths or other similar conditions or
 - (2) changes in surfacing such as appearance, mineral loss, discoloration, peeling protective coatings, aggregate loss, or similar conditions.
- G. Edge metal or metal components fading, chalking, or weathering; nor for damage, rust, or other conditions resulting from the building being located within 1,500 feet of a body of saltwater, from acid rain, or any normal surface rust along the edges which, in the process of manufacturing and/or installation, have been factory-sheared or exposed in the field.
- H. Damage caused by Owner-initiated changes not previously approved by Garland in writing including, but not limited to:
 - 1. Changes in the usage of the building.
 - 2. Modifications or additions to the roofing system.
- I. Damage caused by the failure of Owner to properly maintain the roof system according to the Owner's Manual in effect as of the date of this Warranty issuance and attached Hereto and provided to the Owner. Lack of proper care and maintenance is cause for cancellation of this Warranty.
- J. Damage for which the Owner does not provide Garland with timely written notice of a claim pursuant to the terms of this Warranty.

LIMITATIONS

Garland shall not be responsible for any damages that occur as a result of leaks, including, but not limited to damage to real or personal property, the structure itself, or contents therein. Garland's liability under this Warranty is limited to replacing defective material, but in no event is the liability to exceed the original amount paid to Garland for the product. Garland is not responsible for the removal or replacement of any equipment or systems or overburden. In no event is Garland liable for any incidental, special, consequential, indirect, or punitive damages, loss of use or profits, or diminution in value.

EXCEPT AS SET FORTH HEREIN, GARLAND MAKES NO OTHER WARRANTIES AND HEREBY DISCLAIMS ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.


OWNER RESPONSIBILITIES

In the event of an issue, Owner shall provide written notice to Garland within seven (7) days of discovery of the issue and before any repairs are undertaken. The written notice shall be sent to 3800 East 91st Street, Cleveland, OH 44105, Attn: Warranty Department. Owner, or its agent or representatives shall then provide Garland with adequate access to allow Garland to inspect the issue and roof system. In the event the roofing system has rooftop equipment or overburden obscuring the waterproofing membrane, such as paver system, vegetated roofing, solar, solar thermal system, or any other material installed over the roof system, temporary or permanent, the Owner will have it removed before inspection at its sole expense. If it is determined that the issue is the direct result of defective materials, Garland will perform the repairs required to correct the issue at no cost to Owner. If Garland fails to have the repairs performed within 72 hours after its inspection, emergency temporary repairs performed by others will not void this Warranty, as long as those repairs are approved by Garland.

To the fullest extent allowed by law, this Warranty shall be construed under the laws of the State of Ohio and any actions or suits to enforce this Warranty shall be brought in the State of Ohio, County of Cuyahoga. This Warranty constitutes the sole and exclusive Warranty of the parties hereto and supersedes any prior understandings or written or oral agreements or warranties between the parties respecting the subject matter within. If any one or more of the provisions contained in this Warranty shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Warranty shall be construed as if the invalid, illegal or unenforceable provision had never been contained therein.

WARRANTY ACCEPTANCE

Owner hereby accepts and agrees to the terms and conditions set forth in this Warranty.

By: The Garland Company, Inc. _____ Owner: _____
 Signed By:  Signed By: _____
 Date: _____ Date: _____

The Garland Company, Inc.®

Thirty-Five (35) Year High-Performance Edge-to-Edge Roof System No Dollar Limit (NDL) Warranty

Owner Name: SAMPLE Contractor Name:
Address: Address:
City: State/Zip: City: State/Zip:
Building Name: Products:
Roof ID: Square Footage:

MANUFACTURER RESPONSIBILITIES

The Garland Company, Inc. ("Garland"), a Corporation of the State of Ohio, warrants to the above-named Owner that the Garland roof system, including all Garland metal components, will not leak due to manufacturing defects or defective workmanship by the above-named Contractor.

APPLICABILITY OF WARRANTY

For this Warranty to remain in effect, all repairs, changes, alterations, modifications and/or additions to the roofing system must be authorized in advance in writing by Garland. This Warranty may be transferred upon Garland's written consent, Garland's approval of maintenance to the roofing system, and payment of a transfer fee.

- A. Damage by natural disasters including, but not limited to, fire, floods, lightning, hail, earthquakes, wind damage over 90 mph, etc.
B. Damage by structural movement or failure or movement of any material underlying the roofing system or base flashing.
C. Damage by acts of negligence, misuse or accidents including, but not limited to, use of roof for other than waterproofing the building, vandalism, civil disobedience or acts of war.
D. Damage to the roofing system resulting from:
1. Infiltration or condensation of moisture in, through, or around walls, copings, building structure or underlying or surrounding areas not associated with Garland metal components.
2. Ponding water, defined as standing water 48 hours after rainfall.
3. Chemical contaminate attacks on the roofing system.
4. Defects in engineering or building design or construction.
5. Traffic or storage of materials on the roof.
6. Defects in, failure or improper application of the underlying structural material used as a base upon which the roof is applied.
E. Leaks caused by deteriorated or failing sealants, such as: caulking or pitch pan sealants
F. Any aesthetic issues that do not directly cause the roofing system to leak including, but not limited to:
(1) ridges, cracks, blisters, wrinkles, fish mouths or other similar conditions or
(2) changes in surfacing such as appearance, mineral loss, discoloration, peeling protective coatings, aggregate loss, or similar conditions.
G. Edge metal or metal components fading, chalking, or weathering; nor for damage, rust, or other conditions resulting from the building being located within 1,500 feet of a body of saltwater, from acid rain, or any normal surface rust along the edges which, in the process of manufacturing and/or installation, have been factory-sheared or exposed in the field.
H. Damage caused by Owner-initiated changes not previously approved by Garland in writing including, but not limited to:
1. Changes in the usage of the building.
2. Modifications or additions to the roofing system.
I. Damage caused by the failure of Owner to properly maintain the roof system according to the Owner's Manual in effect as of the date of this Warranty issuance and attached hereto and provided to the Owner. Lack of proper care and maintenance is cause for cancellation of this Warranty.
J. Damage for which the Owner does not provide Garland with timely written notice of a claim pursuant to the terms of this Warranty.

LIMITATIONS

Garland shall not be responsible for any damages that occur as a result of leaks, including, but not limited to damage to real or personal property, the structure itself, or contents therein. Garland's sole responsibility under this Warranty is for the costs associated with repairs of leaks caused by defective materials or workmanship set forth above.

EXCEPT AS SET FORTH HEREIN, GARLAND MAKES NO OTHER WARRANTIES AND HEREBY DISCLAIMS ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.

OWNER RESPONSIBILITIES

In the event of a leak, Owner shall provide written notice to Garland within seven (7) days of discovery of the leak and before any repairs are undertaken. The written notice shall be sent to 3800 East 91st Street, Cleveland, OH 44105, Attn: Warranty Department.

To the fullest extent allowed by law, this Warranty shall be construed under the laws of the State of Ohio and any actions or suits to enforce this Warranty shall be brought in the State of Ohio, County of Cuyahoga. This Warranty constitutes the sole and exclusive Warranty of the parties hereto and supersedes any prior understandings or written or oral agreements or warranties between the parties respecting the subject matter within.

WARRANTY ACCEPTANCE: Owner hereby accepts and agrees to the terms and conditions outline in this Warranty.

By: The Garland Company, Inc. Owner:
Signed By: Signed By:
Date: Date:

THE GARLAND COMPANY, INC.
ROOFING GUARANTEE

WHEREAS (Contractor Name) _____ of (Complete address) _____
_____ herein called "Contractor" has completed application of the following roof:

Owner: _____
Address of Owner: _____
Type and Name of Building: _____
Roof Identification: _____
Total Square Footage: _____ Completion Date: _____ Expiration Date: _____

WHEREAS, at the inception of such work, Contractor agreed to guarantee the aforesaid roof for a limited period and subject to the conditions herein set forth:

NOW, THEREFORE, Contractor hereby Guarantees, subject to the conditions herein set forth, that during the guarantee effective period which is referenced above as the "Guarantee Expiration date" of said roof, it will, at its own cost and expense, make or cause to be made such repairs to said roof resulting solely from faults or defects in materials or workmanship applied by or through Contractor as may be necessary to maintain said roof in watertight condition. Contractor agrees that within 24 hours of receiving a leak call he will inspect the roof and develop a plan of action for completing emergency repairs to restore the affected roof area back to its original standard per the specification.

This guarantee is made subject to the following conditions:

1. Specifically excluded from this guarantee is any and all damage to said roof, the building or contents caused by the acts or omissions of other trades or contractors; lightning, windstorm, winds of gusts speeds of 55 mph or higher measured at 10 meters above ground, hailstorm, flood, earthquake or other unusual phenomena of the elements; foundation or structural settlement; failure, movement, cracking or excess deflection of the roof deck; defects or failure of material used as a roof base over which the roof is applied, faulty construction of parapet walls, copings, chimneys, skylights, vents, supports, or other parts of the building; vapor condensation beneath the roof; penetrations for pitch boxes, erosion, cracking and porosity of mortar and brick; dry rot; stoppage of roof drains and gutters; penetration of the roof from beneath by rising fasteners of any type; inadequate drainage, slope, or other conditions beyond the control of Contractor which cause ponding or standing of water; termites or other insects; rodents or other animals, fire or harmful chemicals, oils, acids and the like that come in contact with the roofing system and cause a leak or otherwise damage the roof system.
2. Contractor is not liable for consequential damages to the building or contents resulting from any defects in said roof, including but without limitation, any interruption of business experienced by Owner or occupants of the building.
3. This guarantee shall become null and void unless the Contractor is promptly notified in writing of any alleged defect in materials or workmanship and provided an opportunity to inspect and, if required by the terms of the Guarantee, to repair the roof.
4. No work shall be done on said roof, including, but without limitation, work in connection with flues, vents, drains, sign braces, railings, platforms or other equipment fastened to or set on the roof, and no repairs or alterations shall be made to said roof, unless Contractor shall first be notified in writing, shall be given the opportunity to make the necessary roofing applications recommendations with respect thereto, and such recommendations are complied with. In addition, no work shall be done on said roof, including the above-mentioned inclusions, unless The Garland Company, Inc., Cleveland, Ohio offices, shall first be notified, given the opportunity to inspect the roof and the opportunity to make necessary installation and application recommendations to be complied with by Contractor. Failure to observe these conditions shall render this guarantee null and void.
5. This guarantee shall become null and void if the roof is used as a promenade or work deck or is sprayed or flooded, unless such use was originally specified by the Purchaser/Owner and the specifications were reduced to writing and received by Garland or the specifications are noted in paragraph 10, below.
6. This guarantee shall not be or become effective unless and until Contractor has been paid in full for said roof in accordance with the agreement pursuant to which such roof was applied.
7. This guarantee shall accrue only to the benefit of the original Owner named above. It is not transferable to any other person, except with the prior written consent of Contractor.
8. Contractor must inspect the roof with a representative from The Garland Company, Inc. present three (3) months prior to the expiration of the written guarantee. Failure to adhere to this paragraph will extend the guarantee period as set forth herein until said joint inspection takes place. During this extended time period, Contractor's guarantee will remain in full force and effect.
9. This guarantee is in lieu of all other guarantees or warranties, express or implied. ALL IMPLIED GUARANTEES AND WARRANTIES, AND SPECIFICALLY THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED.
10. Additional conditions or exclusions: _____

IN WITNESS WHEREOF, this instrument has been duly executed this _____ day of _____, 20_____

By: _____



Garland/DBS, Inc.

3800 E. 91st Street • Cleveland, OH 44105
 Phone: (866) 327-0306 • Fax: (216) 883-2055

| System Type | Standard Warranty ¹ | Special Considerations |
|--|--------------------------------|--|
| Modified Bitumen & KEE Systems | 25-40 Year | Warranty term dependent on membranes, adhesives, and surfacing |
| <ul style="list-style-type: none"> Warranty including all roofing components | 25-40 Year NDL | Warranty term dependent on membranes, adhesives, and surfacing |
| <ul style="list-style-type: none"> Warranty including all roofing components and edge metal | 25-40 Year Edge-to-Edge NDL | Requires Garland Edge Metal |
| <ul style="list-style-type: none"> Built-Up-Roof warranty including all roofing components | 20-30 Year Limited | Eligible for Built-Up-Roof system using Garland plies, adhesives, and flood coat |
| Metal Systems | 20-40 Year | |
| <ul style="list-style-type: none"> If Standing Seam with seam height > 2" | 30-40 Year NDL | Dependent on slope, panel profile and underlayment used |
| <ul style="list-style-type: none"> If Standing Seam with seam height < 2" | 20 or 30 Year Limited | Dependent on slope, underlayment, and substrate |
| <ul style="list-style-type: none"> If Flat Seam | 30 Year Limited | ½:12 minimum slope, no internal drains |
| Metal Wall Panel Systems | 10 Year Limited | Can be extended and integrated with roof system warranty when installed with a Garland roof system; requires underlayment and system-appropriate substrate |
| Restoration Systems | 5, 10, 15 or 20 Year Limited | Dependent on material/system chosen, application rate, reinforcement, preparation, and existing roof type |
| Coating Materials | 5 Year Material Limited | |
| Plaza Deck, Traffic Coatings, Exterior Waterproofing | 10 Year Material Limited | |
| Underlayments | 10 -20 Year Material Limited | Membrane and application dependent |

¹ The edge-to-edge warranty noted may qualify for 40-year warranties depending on system design and material selection.

The Garland Company, Inc.®

Thirty (30) Year High-Performance R-Mer® Span Metal Roof System No Dollar Limit (NDL) Warranty

Owner Name: SAMPLE **Contractor Name:** _____
Address: _____ **Address:** _____
City: _____ **State/Zip:** _____ **City:** _____ **State/Zip:** _____
Building Name: _____ **Products:** _____
Roof ID: _____ **Square Footage:** _____

MANUFACTURER RESPONSIBILITIES

The Garland Company, Inc. ("Garland"), a Corporation of the State of Ohio, warrants to the above-named Owner that the Garland roof system will not leak due to manufacturing defects or defective workmanship by the above-named Contractor. Garland will pay all authorized costs of repairs to the roofing system necessary to stop any leaks caused by defective materials or workmanship that occur during a period of thirty (30) years, from the completion date, subject to the terms of this Warranty. In the event repairs to correct leaks caused by defective materials or workmanship require removal and replacement of the roof system in recover applications, Owner will be responsible for all costs associated with the removal and replacement of the original roof system. Garland also warrants, for the extent of this warranty, that the panel materials will not rupture, perforate or fail structurally under normal atmospheric conditions, and that the fluorocarbon finish will not:

- A. Peel, check or crack (except for such slight crazing as may occur on tightly roll-formed edges or brake bends at the time of forming pre-painted sheet and which is accepted as standard).
- B. Chalk in excess of numerical rating of eight (8) during the Warranty period when measured in accordance with the standard procedures specified in ASTM D4214.
- C. Fade or change in color in excess of five (5) NBS units during the Warranty period when measured on the exposed painted surfaces which have been cleaned of external deposits and chalk and the corresponding values measured on the original or unexposed painted surfaces. It is understood that fading or color changes may not be uniform if the surfaces are not equally exposed to the sun and elements.

APPLICABILITY OF WARRANTY

For this Warranty to remain in effect, all repairs, changes, alterations, modifications and/or additions to the roofing system must be authorized in advance in writing by Garland. This Warranty may be transferred upon Garland's written consent, Garland's approval of maintenance to the roofing system, and payment of a transfer fee. This Warranty excludes the following:

- A. Damage by natural disasters including, but not limited to, fire, floods, lightning, hail, earthquakes, wind damage over 90 mph, etc.
- B. Damage by structural movement or failure or movement of any material underlying the roofing system or base flashing.
- C. Damage by acts of negligence, misuse or accidents including, but not limited to, use of roof for other than waterproofing the building, vandalism, civil disobedience or acts of war.
- D. Damage to the roofing system resulting from:
 - 1. Infiltration or condensation of moisture in, through, or around walls, copings, building structure or underlying or surrounding areas.
 - 2. Improper cleaning with saline, acidic, basic, or petroleum solutions; or acts of parties other than manufacturer or authorize contractor.
 - 3. Exposure to metallic contact with or water run-off from lead or copper flashings, conduits or any other metallic source.
 - 4. Exposure to direct contact with green, wet or pressure-treated lumber using a salt-borne preservative or wet storage stain due to water or condensation.
 - 5. Roll-forming or metal breaking that causes severe reverse bending, abrasion or any bending greater than 2T as defined by ASTM D4145 (NCCA II-19).
 - 6. Traffic or storage of materials on roof.
 - 7. Ponding water, ice build-up on roof surface or sliding snow or ice when Garland approved snow retention is not installed.
- E. Leaks caused by deteriorated or failing sealants, such as: caulking or pitch pan sealants.
- F. Fading, chalking, or weathering; nor for damage, rust, or other conditions resulting from the building being located within 1,500 feet of a body of saltwater, from acid rain, or any normal surface rust along the edges which, in the process of manufacturing and/or installation, have been factory-sheared or exposed in the field.
- G. Damage caused by Owner-initiated changes not previously approved by Garland in writing including, but not limited to:
 - 1. Changes in the usage of the building.
 - 2. Modifications or additions to the roofing system
- H. Damage caused by the failure of Owner to properly maintain the roof system according to the Owner's Manual in effect as of the date of this Warranty issuance and attached.
- I. Damage for which the Owner does not provide Garland with timely written notice of a claim pursuant to the terms of this Warranty.
- J. Issues or damaged caused by the failure by any contractor or subcontractor to follow Garland's recommended installation instructions for the layout, application, and erection of the roof system.

LIMITATIONS

Garland shall not be responsible for any damages that occur as a result of leaks, including, but not limited to damage to real or personal property, the structure itself, or contents therein. Garland's sole responsibility under this Warranty is for the costs associated with repairs of leaks caused by defective materials or workmanship set forth above. Garland is not be responsible for the removal or replacement of any roof top equipment or systems or overburden. In no event is Garland liable for any incidental, special, consequential, indirect, or punitive damages, loss of use or profits, or diminution in value.


EXCEPT AS SET FORTH HEREIN, GARLAND MAKES NO OTHER WARRANTIES AND HEREBY DISCLAIMS ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.

OWNER RESPONSIBILITIES

In the event of a leak, Owner shall provide written notice to Garland within seven (7) days of discovery of the leak and before any repairs are undertaken. The written notice shall be sent to 3800 East 91st Street, Cleveland, OH 44105, Attn: Warranty Department. Owner, or its agent or representatives shall then provide Garland with adequate access to allow Garland to inspect the leak and roofing system. In the event the roofing system has rooftop equipment or overburden obscuring the waterproofing membrane, such as paver system, vegetated roofing, solar, solar thermal system, or any other material installed over the roof system, temporary or permanent, the Owner will have it removed before inspection at its sole expense. If it is determined that the roof leak is the direct result of defective materials or workmanship, Garland will perform the repairs required to correct the roof leaks at no cost to Owner. If Garland fails to have the repairs performed within 72 hours after its inspection, emergency temporary repairs performed by others will not void this Warranty, as long as those repairs are approved by Garland.

To the fullest extent allowed by law, this Warranty shall be construed under the laws of the State of Ohio and any actions or suits to enforce this Warranty shall be brought in the State of Ohio, County of Cuyahoga. This Warranty constitutes the sole and exclusive Warranty of the parties hereto and supersedes any prior understandings or written or oral agreements or warranties between the parties respecting the subject matter within. If any one or more of the provisions contained in this Warranty shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Warranty shall be construed as if the invalid, illegal or unenforceable provision had never been contained therein.

WARRANTY ACCEPTANCE: Owner hereby accepts and agrees to the terms and conditions outline in this Warranty.

By: The Garland Company, Inc. Owner: _____
 Signed By:  Signed By: _____
 Date: _____ Date: _____

The Garland Company, Inc.®

Forty (40) Year High-Performance Edge-to-Edge Roof System No Dollar Limit (NDL) Warranty

| | |
|----------------------------------|-------------------------------|
| Owner Name: <u>SAMPLE</u> | Contractor Name: _____ |
| Address: _____ | Address: _____ |
| City: _____ State/Zip: _____ | City: _____ State/Zip: _____ |
| Building Name: _____ | Products: _____ |
| Roof ID: _____ | Square Footage: _____ |

MANUFACTURER RESPONSIBILITIES

The Garland Company, Inc. ("Garland"), a Corporation of the State of Ohio, warrants to the above-named Owner that the Garland roof system, including all Garland metal components, will not leak due to manufacturing defects or defective workmanship by the above-named Contractor. Garland will pay all authorized costs of repairs to the roofing system necessary to stop any leaks caused by defective materials or workmanship that occur during a period of forty (40) years, from the completion date, subject to the terms of this Warranty. In the event repairs to correct leaks caused by defective materials or workmanship require removal and replacement of the roof system in recover applications, Owner will be responsible for all costs associated with the removal and replacement of the original roof system.

APPLICABILITY OF WARRANTY

For this Warranty to remain in effect, all repairs, changes, alterations, modifications and/or additions to the roofing system must be authorized in advance in writing by Garland. This Warranty may be transferred upon Garland's written consent, Garland's approval of maintenance to the roofing system, and payment of a transfer fee. This Warranty excludes the following:

- A. Damage by natural disasters including, but not limited to, fire, floods, lightning, hail, earthquakes, wind damage over 90 mph, etc.
- B. Damage by structural movement or failure or movement of any material underlying the roofing system or base flashing.
- C. Damage by acts of negligence, misuse or accidents including, but not limited to, use of roof for other than waterproofing the building, vandalism, civil disobedience or acts of war.
- D. Damage to the roofing system resulting from:
 - 1. Infiltration or condensation of moisture in, through, or around walls, copings, building structure or underlying or surrounding areas not associated with Garland metal components.
 - 2. Ponding water, defined as standing water 48 hours after rainfall.
 - 3. Chemical contaminate attacks on the roofing system.
 - 4. Defects in engineering or building design or construction.
 - 5. Traffic or storage of materials on the roof.
 - 6. Defects in, failure or improper application of the underlying structural material used as a base upon which the roof is applied.
- E. Leaks caused by deteriorated or failing sealants, such as: caulking or pitch pan sealants
- F. Any aesthetic issues that do not directly cause the roofing system to leak including, but not limited to:
 - (1) ridges, cracks, blisters, wrinkles, fish mouths or other similar conditions or
 - (2) changes in surfacing such as appearance, mineral loss, discoloration, peeling protective coatings, aggregate loss, or similar conditions.
- G. Edge metal or metal components fading, chalking, or weathering; nor for damage, rust, or other conditions resulting from the building being located within 1,500 feet of a body of saltwater, from acid rain, or any normal surface rust along the edges which, in the process of manufacturing and/or installation, have been factory-sheared or exposed in the field.
- H. Damage caused by Owner-initiated changes not previously approved by Garland in writing including, but not limited to:
 - 1. Changes in the usage of the building.
 - 2. Modifications or additions to the roofing system.
- I. Damage caused by the failure of Owner to properly maintain the roof system according to the Owner's Manual in effect as of the date of this Warranty issuance and attached Hereto and provided to the Owner. Lack of proper care and maintenance is cause for cancellation of this Warranty.
- J. Damage for which the Owner does not provide Garland with timely written notice of a claim pursuant to the terms of this Warranty.

LIMITATIONS

Garland shall not be responsible for any damages that occur as a result of leaks, including, but not limited to damage to real or personal property, the structure itself, or contents therein. Garland's sole responsibility under this Warranty is for the costs associated with repairs of leaks caused by defective materials or workmanship set forth above. Garland is not be responsible for the removal or replacement of any roof top equipment or systems or overburden. In no event is Garland liable for any incidental, special, consequential, indirect, or punitive damages, loss of use or profits, or diminution in value.

EXCEPT AS SET FORTH HEREIN, GARLAND MAKES NO OTHER WARRANTIES AND HEREBY DISCLAIMS ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.

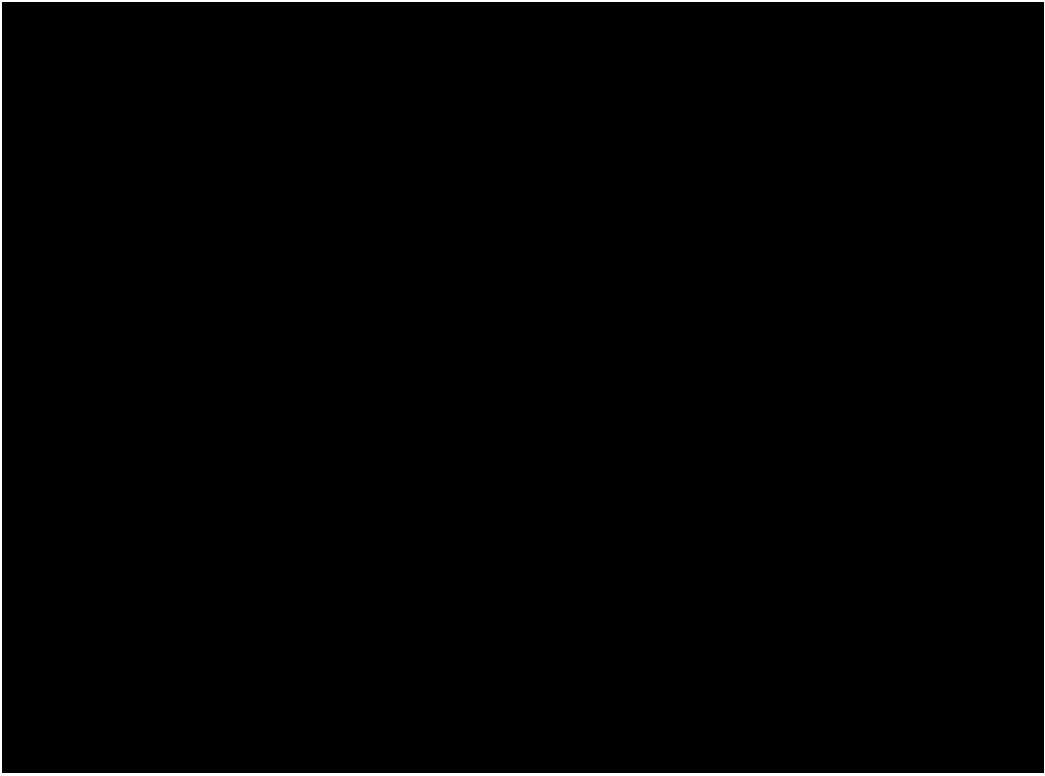
OWNER RESPONSIBILITIES

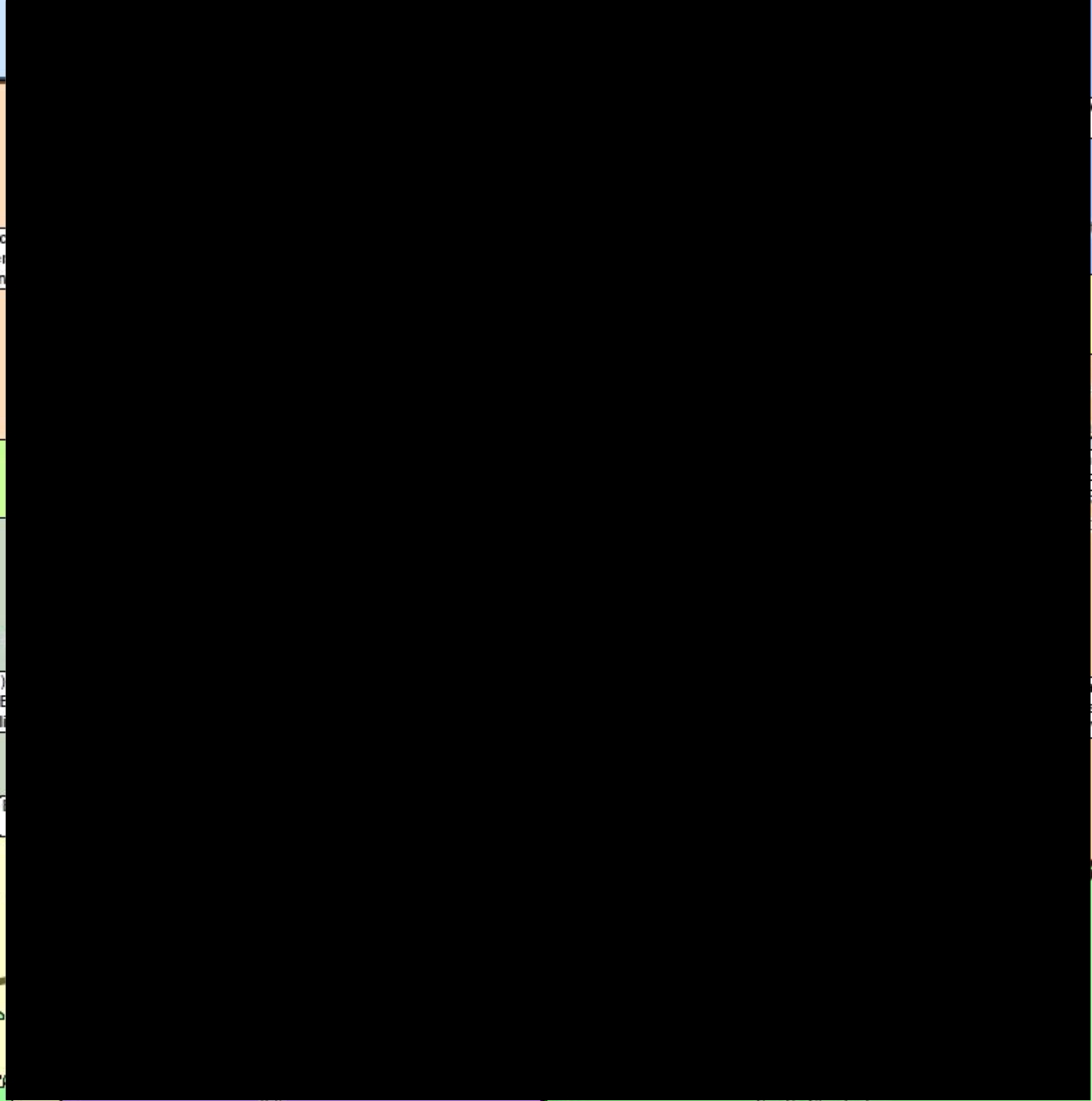
In the event of a leak, Owner shall provide written notice to Garland within seven (7) days of discovery of the leak and before any repairs are undertaken. The written notice shall be sent to 3800 East 91st Street, Cleveland, OH 44105, Attn: Warranty Department. Owner, or its agent or representatives shall then provide Garland with adequate access to allow Garland to inspect the leak and roofing system. In the event the roofing system has rooftop equipment or overburden obscuring the waterproofing membrane, such as paver system, vegetated roofing, solar, solar thermal system, or any other material installed over the roof system, temporary or permanent, the Owner will have it removed before inspection at its sole expense. If it is determined that the roof leak is the direct result of defective materials or workmanship, Garland will perform the repairs required to correct the roof leaks at no cost to Owner. If Garland fails to have the repairs performed within 72 hours after its inspection, emergency temporary repairs performed by others will not void this Warranty, as long as those repairs are approved by Garland.

To the fullest extent allowed by law, this Warranty shall be construed under the laws of the State of Ohio and any actions or suits to enforce this Warranty shall be brought in the State of Ohio, County of Cuyahoga. This Warranty constitutes the sole and exclusive Warranty of the parties hereto and supersedes any prior understandings or written or oral agreements or warranties between the parties respecting the subject matter within. If any one or more of the provisions contained in this Warranty shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Warranty shall be construed as if the invalid, illegal or unenforceable provision had never been contained therein.

WARRANTY ACCEPTANCE: Owner hereby accepts and agrees to the terms and conditions outline in this Warranty.

| | |
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| By: <u>The Garland Company, Inc.</u> | Owner: _____ |
| Signed By:  | Signed By: _____ |
| Date: _____ | Date: _____ |





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