

# **INVITATION TO BID**

## **CITY OF MURRAY**

Office of the Procurement Specialist  
500 Main Street  
Murray, Kentucky 42071  
270.762.0300 ext.1110

**TITLE: CITY OF MURRAY BID DOCUMENTS ENCLOSED**

A. INVITATION TO BID	Page 2
B. GENERAL CONDITIONS	Page 3 - 7
C. SPECIFICATIONS	Page 8
D. BID FORM	Page 9-10
E. ATTACHMENT A - WARRANTY SPECS.	

**IMPORTANT: PLEASE ADVISE THE OFFICE OF THE PROCUREMENT SPECIALIST IMMEDIATELY IN THE EVENT ANY OF THE ABOVE DOCUMENTS ARE NOT ENCLOSED.**

**INVITATION TO BID**

**New Roof at Fire Station #2  
2075 US Hwy 641 North**

City of Murray Kentucky  
*Office of the Procurement Specialist*  
500 Main Street  
Murray, KY 42071

Sealed bids shall be **received** at the Murray City Hall Building located at: 500 Main Street Murray, Kentucky 42071, by 9:15 a.m., CST, on May 24, 2023. The **bid opening** will be held at City Hall located at: 500 Main Street at 9:30 a.m., CST on May 24, 2023 at which time the bids will be opened and read aloud publicly in the Council Chambers.

The following pages contain the Invitation for Bid, General Conditions, and Specifications. Please advise if any of the documents are not received.

The Mayor and City Council may reject any part of, or all bids, and waive informalities, technicalities, or negotiate directly with any party submitting a bid. The City of Murray may accept any bid to be in its best interest, whether or not it is the lowest dollar proposal.

Any and all bids not prepared and submitted in accordance with provisions of this advertisement and/or specifications may be rejected by the City of Murray.

# **GENERAL CONDITIONS**

1. INSTRUCTIONS, SPECIFICATIONS AND FORMS: Instructions, specifications and forms may be obtained in person, by mail, fax or via email from the City of Murray Procurement Specialist, 500 Main Street Murray, KY 42071. Telephone (270) 762-0300 ext.1110.

- (a) All bids shall be submitted on the attached Bid Form. The form must be signed and dated in the appropriate spaces or the bid will be rejected.
- (b) Each bid must be submitted in a sealed envelope, clearly and prominently marked on the outside of the envelope with the following:

## **BID # 233711-Fire Station 2 Roof-Attn: City Clerk**

- (c) Sealed bids will be received in person or via official mail. If sending through the mail, ensure the package is clearly marked (as stated above), and send Attn: City Clerk - 500 Main Street Murray, KY 42071. Always allow for sufficient time to reach the address prior to the scheduled closing time for receipt of bids. Late bids will not be accepted for any reason and will be returned to the bidder unopened.
- (d) Additional information or clarification of any of the instructions or information contained herein may be obtained from the Procurement Specialist.
- (e) Any bidder finding discrepancies or omission within the specification or are in doubt of the meaning, or believing that the specifications are discriminatory, shall notify the City Procurement Specialist in writing, within five (5) working days before the scheduled bid opening. This does not obligate the City of Murray to change or modify the specifications. The City Procurement Specialist will notify all bidders of any interpretations made to the specifications or instructions, if any.
- (f) The City will assume no responsibility for oral instructions or suggestions. All official correspondence regarding the specifications shall be issued by the City Procurement Specialist in writing.
- (g) The successful bidder must have or obtain a City of Murray business license prior to the official award of the bid/contract.
- (h) Any bidder may withdraw the bid, either in person or in writing at any time prior to the scheduled time for closing the receipt for bids. Withdrawals after the scheduled time for closing the receipt of bids will not be permitted.

## 2. AWARD OF CONTRACTS

- (a) All bids will be considered on the basis of best value to the City of Murray and compliance with the General Conditions and conformance with the specifications.
- (b) The City of Murray reserves the right to reject any or all bids received, waive informalities, and technicalities or negotiate directly with any party.
- (c) The City may accept the bid they deem to be in its best interest, whether or not it is the lowest dollar proposal.
- (d) Any other considerations or basis for consideration of award will be stated in the specifications.
- (e) The City Procurement Specialist reserves the right to award contracts or place orders to a single source or divide awards and orders or enact combinations that are in the best interest of the City of Murray.

## 3. COMPETITION

In order to assure fair competition and to permit determination of the best bid:

- (a) Bids that show omission, irregularity and alteration of forms or additions that were not requested or conditional and unconditional bids or unresponsive, unbalanced bids may be rejected.
- (b) All bids shall be accompanied by such descriptive literature and documentation that are requested in the specifications or the bid may be rejected.
- (c) Specifications provided are based on the City of Murray needs and uses, estimated costs of operation and maintenance, and other significant and/or limiting factors to meet City of Murray requirements and shall be consistent with City policies. Minimum and/or maximum specifications are not established to limit competition or to exclude competitive bidders.
- (d) The minimum Specifications are used to designate a standard and for no other reason.

4. DISPUTES

In cases of disputes as to whether or not an item, service or delivered product meets specifications, the decision of the Mayor, or authorized representative, shall be final and binding on all parties.

5. BID BINDING

The submission of a bid shall be considered an agreement to all the terms, conditions, and specifications provided herein and in the various bid documents, unless specifically noted otherwise in the space provided on the Bid Form.

Any bid may be withdrawn prior to the scheduled time for the opening of the bids or authorized postponement thereof. No bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof.

6. UNIT PRICING

Unit pricing shall include all delivery/shipping fees to the specified destination, (if applicable). Cost plus a percentage is not acceptable.

7. SAMPLES

Sample(s) must be furnished free of cost to the City. If the samples are not destroyed by testing or other means, the bidder may request, in writing, that the sample(s) received are returned to the Bidder at the Bidders expense. If no return request is received, the samples will be discarded.

9. BIDDER'S RESPONSIBILITY

The City of Murray will hold each bidder responsible to perform their due diligence with all specifications listed in the bid packet/contract and to comply with all federal, state, local laws, and regulations applicable to the bid and any subsequent contract.

10. TAXES

The City of Murray is tax exempt and will provide a tax exempt form to the successful bidder.

11. HOLD HARMLESS AGREEMENT

The contractor shall indemnify, defend and to hold harmless the City, its agents and employees from and against all claims, damages, losses, and expenses including attorney's fees arising from the execution under this contract.

## 12. INSURANCE

Bidder shall maintain insurance to protect himself or herself, the company, subcontractors, and the City of Murray from any claims that may arise while performing work under this contract. Bidder shall ensure that its owners, officers, and employees observe and exercise all necessary caution and discretion to avoid injury to person(s) or damage to property of all kinds.

- (a) Insurance protection for Contractor's employees to the extent required by the Workers' Compensation Law of the states where this work will be performed and where same is not applicable or if necessary to provide defense to the city, Employers Liability Protection (covering both the City and Contractor) for Contractor's employees for no less than \$1,000,000 per employee.
- (b) If applicable, Longshoremen's & Harbor Workers' Compensation Act Insurance Coverage imposed by federal statutes having jurisdiction of the Contractor's employees while engaged in the performance of the services. The policy shall have a limit of no less than \$1,000,000.
- (c) Commercial General Liability Insurance, written on an occurrence basis only with a combined single limit of no less than \$1,000,000 per occurrence. This insurance shall include coverage for bodily injury, broad form property damage, (including completed operations), personal injury (including contractual and employee's acts), blanket contractors, contractor's protective, and products and completed operations. Further, the insurance shall include coverage for the hazards commonly referred to as XCU (explosion, collapse, and underground). This coverage should be obtained if the contract involves blasting, excavating, tunneling or any other underground work. Said insurance shall contain a severability of the interest's provision. The products and completed operations coverage shall extend for (2) years past acceptance, cancellation, or termination of Services.
- (d) Business Automobile Liability Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000 per occurrence, with respect to all vehicles used in performance of the services, whether owned, non-owned, leased, hired or assigned.
- (e) If applicable, Aircraft Public Liability Insurance, covering fixed wing and rotorcraft aircraft, whether owned, non-owned, leased, hired or assigned with a combined single limit for bodily injury and property damage, including passenger liability coverage of no less than \$5,000,000.
- (f) If applicable, Builders Risk Insurance in the amount of 100 percent of the contract amount of the building or buildings to be constructed. Unless otherwise specified, the Contractor shall provide and maintain a builder's risk policy inclusive of fire, extended coverage, vandalism and malicious mischief insurance. The policy will cover the interest of the city, the contractor and a certificate of insurance evidencing such coverage shall be secured and presented to the city prior to the start of construction.

The policies required by this section shall be endorsed to include the City as additional insured and shall stipulate that the insurance shall be primary insurance and that any insurance carries by the City, its directors, officers, public officials or employees shall not be contributory insurance.

Contractor and its insurers providing the required coverages shall waive all rights of recovery against the City and its directors, officers, public officials, employees and agents.

### 13. DELIVERY OF PRODUCTS

- a. Bid price shall include all delivery fees.

### 14. PAYMENT

The business shall submit to the City an itemized invoice on each delivery of service received under the contract. Said invoice is to include specific part numbers and pricing as required by the City for the products. Upon satisfaction of the product and acceptance of the invoice, the Accounts Payable Department will issue payment within thirty (30) calendar days.

### 15. TERMINATION

The City of Murray reserves the right to terminate the contract immediately in the event the contractor discontinues or abandons operations; is adjudged bankrupt or is reorganized under any bankruptcy law; fails to keep in force any required insurance policies; or fails to pay in a timely manner any subcontractor.

Failure of the contractor to comply with any section or part of the bid or subsequent contract will be considered grounds for immediate termination of the contract.

If the City utilizes the termination clause, the contractor may be paid for services and or products that are deemed satisfactory and complete up to the termination date.

The awarded bid shall not be rescinded during the life span of the bid, except for; misconduct, non-performance, and/or substitution of commodity or other failure to comply on the part of the supplier. In event of such action being invoked, the bid shall be deemed null and void (30) days upon receipt of written notice to the successful bidder of the termination.

## **SPECIFICATIONS**

- Contractor shall remove and dispose of the existing roof shingles.
- Clean and prepare the existing Ice and Water Shield for new shingles to be installed. Ice and Water Shield must be replaced as needed.
- New dimensional shingles shall be installed on the entire roof. Shingle color will be chosen by a City of Murray representative.
- Existing lifetime ridge vent shall be replaced as needed.
- Existing exhaust fans shall be replaced as needed. The same model shall be installed if replacement is needed.
- Existing step flashing shall be replaced as needed.
- Vented metal drip edges shall be replaced as needed.
- The roofing contractor must ensure the roof and surrounding area of the fire station is thoroughly cleaned from any roofing debris and all materials have been removed from the property and properly disposed of.

### **Warranty**

- The warranty shall meet the yellow highlighted terms expressed in the GAF Silver Pledge Limited Warranty (attachment A).
- A copy of the warranty must be provided to the City upon completion of installation.
- The contractor warrants their workmanship.



**BID FORM**

Total Bid Amount: \$\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
Written in words

Notes:

---

---

---

---

---

---

**BID SIGNATURE FORM**

- Bidder agrees to provide all equipment, warranties, and all materials or services described in the Bid Specifications.
- Bidder has examined all Specifications and Proposal form and agrees to all of the terms and conditions as set forth in them.
- Company  
name: \_\_\_\_\_
- Company  
Address: \_\_\_\_\_
- Person Preparing  
Bid: \_\_\_\_\_
- Title of Person Preparing  
Bid: \_\_\_\_\_
- Date Bid Was  
Prepared: \_\_\_\_\_
- Contact person email  
address: \_\_\_\_\_
- Signature of Individual or Authorized Agent:

---

*Signature of an Authorized Agent on behalf of a Company represents and asserts all the information submitted and all terms and conditions of the bid are verified and accepted by the bidding company. Signatory verifies that he or she is authorized to sign for the Company. A bid submitted unsigned will not be considered.*



# Silver Pledge™ Limited Warranty



### The Legal Stuff

**What Is Covered/Excluded.** This *Silver Pledge™ Limited Warranty* covers certain GAF roofing products installed on your roof (the "GAF Products") including GAF Asphaltic Shingles, GAF Ridge Cap Shingles, GAF Starter Strip Shingles, GAF Leak Barrier Products, GAF Roof Deck Protection Products, GAF Cobra® Attic Ventilation Products, and GAF-labeled Ultimate Pipe Flashing® with EasySleeve® (manufactured by Lifetime Tool® & Building Products LLC) in the unlikely event that they contain a manufacturing defect. Misapplication of your GAF Products and flashings at valleys, dormers, chimneys, and plumbing vents (the "Covered Flashings") is also covered. Note: This limited warranty does not cover low-slope membranes, Master Flow® Ventilation Products, or GAF ThermoCal® Ventilated Nail Base Roof Insulation. Please go to [gaf.com](http://gaf.com) for a copy of the limited warranties covering these products.

### How Long Your Warranty Lasts

GAF Shingles	Manufacturing Defect Coverage		Wind Warranty Coverage		Algae Warranty Coverage		Misapplication Coverage
	Limited Warranty Term	Smart Choice® Protection Period**	Limited Warranty Term	Wind Speed Coverage (mph / km/h)	Limited Warranty Term	Smart Choice® Protection Period**	
LayerLock™-labeled Timberline® Shingles	Lifetime†	50 Years	15 Years	WindProven™ Limited Wind Warranty***: No maximum wind speed.  For all other installations: With Special Installation****: 130/209  Without Special Installation****: 110/175	StainGuard Plus™: 25 Years	StainGuard Plus™: 15* / 10 Years	10 Years
Lifetime† Shingles	Lifetime†	50 Years	15 Years	With Special Installation****: 130/209  Without Special Installation****: 110/175	StainGuard Plus™: 25 Years	StainGuard Plus™: 15* / 10 Years	10 Years
Marquis WeatherMax®	30 Years	20 Years	15 Years	80/130	No coverage	No coverage	10 Years
Royal Sovereign®	25 Years	20 Years	15 Years	60/96	StainGuard®: 10 Years	StainGuard®: 1 Year	10 Years
GAF Ridge Cap Shingles	Manufacturing Defect Coverage		Wind Warranty Coverage		Algae Warranty Coverage		Misapplication Coverage
			Limited Warranty Term	Wind Speed Coverage (mph / km/h)	Limited Warranty Term	Smart Choice® Protection Period**	
TimberTex®, Ridglass®, TimberCrest®	Limited Warranty Term and Smart Choice® Protection Period** lasts as long as the warranty for manufacturing defects for the type of shingle installed in the field of the roof.		15 Years	With Special Installation****: 130/209  Without Special Installation****: 110/175	StainGuard Plus™: 25 Years	StainGuard Plus™: 15* / 10 Years	10 Years
Seal-A-Ridge®, Seal-A-Ridge® AS	Limited Warranty Term and Smart Choice® Protection Period** lasts as long as the warranty for manufacturing defects for the type of shingle installed in the field of the roof.		15 Years	90/144	StainGuard Plus™: 25 Years	StainGuard Plus™: 15* / 10 Years	10 Years
Z® Ridge	Limited Warranty Term and Smart Choice® Protection Period** lasts as long as the warranty for manufacturing defects for the type of shingle installed in the field of the roof.		15 Years	With Special Installation****: 90/144  Without Special Installation****: 70/112	StainGuard Plus™: 25 Years	StainGuard Plus™: 15* / 10 Years	10 Years
GAF Starter Strip Shingles	Manufacturing Defect Coverage		Wind Warranty Coverage		Algae Warranty Coverage		Misapplication Coverage
					Limited Warranty Term	Smart Choice® Protection Period**	
StarterMatch®	Limited Warranty Term and Smart Choice® Protection Period** lasts as long as the warranty for manufacturing defects for the type of shingle installed in the field of the roof.		No coverage		StainGuard Plus™: 25 Years	StainGuard Plus™: 15* / 10 Years	10 Years
All Other GAF Starter Strip Shingles	Limited Warranty Term and Smart Choice® Protection Period** lasts as long as the warranty for manufacturing defects for the type of shingle installed in the field of the roof.		No coverage		No coverage	No coverage	10 Years
Other GAF Accessories	Manufacturing Defect Coverage		Wind Warranty Coverage		Algae Warranty Coverage		Misapplication Coverage
GAF Leak Barrier Products GAF Roof Deck Protection Products GAF Cobra® Attic Ventilation Products	Limited Warranty Term and Smart Choice® Protection Period** lasts as long as the warranty for manufacturing defects for the type of shingle installed in the field of the roof.		No coverage		No coverage		10 Years

† **Definition of Lifetime:** The word "Lifetime" means as long as you, the original owner(s) [or the second owner(s) if coverage was properly transferred within the first 20 years], own the property where the shingles and/or accessories are installed. The Lifetime warranty term and 50-year non-prorated period are applicable only to shingles and accessories installed on a single-family detached residence owned by individuals. For any other type of owner or building, such as a corporation, governmental entity, religious entity, condominium or homeowner association, school, apartment building, office building, or multi-use structure, the length of the warranty is 40 years and the non-prorated period is 20 years.

\* **15-year Smart Choice® Protection Period** for StainGuard Plus™ Algae Protection Limited applies only if you install both StainGuard Plus™-labeled shingles and ridge cap shingles. For all other installations, the Smart Choice® Protection Period is 10-years.

\*\***Smart Choice® Protection Period:** refers to the crucial period of time following installation of the GAF Products during which the coverage provided for in this limited warranty is non-prorated. After the Smart Choice® Protection Period specified above, the remedy provided for in this warranty may be different than that provided for during the Smart Choice® Protection Period, and any remedy will be reduced to reflect the use you have received from your GAF Products. The amount of use will be calculated by dividing the number of months which have elapsed since installation to the date of claim by the number of months in the warranty term. For a Lifetime† warranty, GAF's contribution in years 51 and beyond is 20%. After the non-prorated period, GAF's maximum liability for any roof shall NOT exceed three times the reasonable cost of replacement GAF Products before any reduction for use.

\*\*\***WindProven™ Limited Wind Warranty** requires installation of LayerLock™-labeled shingles using 4 nails per shingle, and at least four (4) qualifying accessories.

\*\*\*\***Special Installation:** Your GAF LayerLock™-labeled shingles will be covered up to the maximum wind speed above **ONLY** if installed using **4 nails** per shingle **and** you have GAF Starter Strip Products installed at the eaves **and** rakes. Special Installation for all other GAF Shingles requires use of **6 nails** per shingle **and** GAF Starter Strip Products installed at the eaves **and** rakes. Your GAF Ridge Cap Shingles will be covered up to the maximum wind speed above **ONLY** if your ridge cap shingles are installed in strict accordance with the "Maximum Wind Speed Coverage Under Limited Warranty" section of the applicable ridge cap shingle application instructions.

### Who Is Covered by This Limited Warranty; Transferability

You are covered by this limited warranty if you live in the United States or Canada and are the original property owner (i.e., not a builder or installer) or the first subsequent owner if this warranty was properly transferred.

This limited warranty may be transferred **only once**. The second owner must notify GAF in writing within **one year** after the property transfer for warranty coverage to be transferred. (Other than this one transfer, this warranty may **not** be transferred or assigned, directly or indirectly.) If the transfer takes place within the first 20 years after installation, the second owner is entitled to the same coverage as the original owner. If the transfer takes place afterwards, the length of this warranty shall be reduced to the two-year period after the ownership changes. During this two-year period, GAF's reimbursement to the second owner will be based only on the reasonable cost of replacement GAF Products, reduced by the amount of use that has been received from the GAF Products from date of installation through the date of claim.

### Manufacturing Defects: What Is Covered/Sole and Exclusive Remedy

GAF Warranty Company, LLC, a subsidiary of GAF, warrants that your GAF Products will remain free from manufacturing defects that adversely affect their performance during the applicable warranty term listed above. **Note:** Wind Warranty and Algae Warranty are covered separately below.

**(1) During the Smart Choice® Protection Period:** GAF will pay you the full reasonable cost of labor to repair or re-cover any defective GAF Product(s) (excluding non-GAF accessories, metal work, or flashings other than Covered Flashings), and will provide replacement GAF Products or the reasonable cost of obtaining replacement GAF Products, at GAF's option. The costs of labor to tear off some or all of your GAF Products and disposal are included if necessary to repair your roof.

**(2) After the Smart Choice® Protection Period:** The repair or re-cover cost, replacement GAF Products, or reimbursement provided to you will be reduced to reflect the use you have received from your GAF Products. The amount of use will be calculated by dividing the number of months which have elapsed since installation to the date of claim by the number of months in the warranty term. For a Lifetime† warranty, GAF's contribution in years 51 and beyond is 20%. After the non-prorated period, GAF's maximum liability for any roof shall NOT exceed three times the reasonable cost of replacement GAF Products before any reduction for use.

*continued on next page*



# Silver Pledge™ Limited Warranty



*continued from previous page*

## WindProven™ Limited Wind Warranty: What Is Covered/Sole and Exclusive Remedy

This limited warranty is **specifically conditioned** on your meeting all eligibility requirements, including installation of **LayerLock™-labeled** shingles, GAF Ridge Cap Shingles, GAF Starter Strip Shingles, and a GAF Roof Deck Protection Product, plus your choice of either a GAF Leak Barrier Product or GAF Attic Ventilation Product, and your **LayerLock™-labeled** shingles being fastened and installed **strictly** in accordance with GAF's application instructions. For installations which do not meet these eligibility requirements, see **Wind Warranty** section below. The limited warranty applies only to your **LayerLock™-labeled** shingles and does not apply to any GAF Accessory Products. GAF warrants to you that your **LayerLock™-labeled** shingles will not fail to seal, blow off, or sustain damage from winds (including gusts) after they should have sealed but did not due to a manufacturing defect. If your **LayerLock™-labeled** shingles do fail to seal, blow off, or suffer wind damage, GAF will reimburse you for the reasonable costs of replacing the blown-off or damaged shingles and hand-sealing any unsealed shingles. Costs relating to underlayment, metal work, and flashings are not included. GAF's **maximum** liability under this paragraph is to reimburse you for the cost of hand-sealing all of the **LayerLock™-labeled** shingles on your roof.

## Wind Warranty: What Is Covered/Sole and Exclusive Remedy

GAF warrants to you that your GAF shingles and ridge cap shingles will not fail to seal, blow off, or sustain damage from winds (including gusts) up to the applicable wind speed listed above after they should have sealed but did not due to a manufacturing defect or their misapplication. If your shingles or ridge cap shingles do fail to seal, blow off, or suffer wind damage, GAF will reimburse you for the reasonable costs of replacing the blown-off shingles or damaged shingles or ridge cap shingles and hand-sealing any unsealed shingles or ridge cap shingles. Costs relating to metal work and flashings (other than Covered Flashings) are not included. GAF's **maximum** liability under this paragraph is to reimburse you for the cost of hand-sealing all of the shingles and ridge cap shingles on your roof.

## Algae Warranty: What Is Covered/Sole and Exclusive Remedy

This limited warranty applies only to shingles, ridge cap shingles, and starter strip shingles sold in packages bearing the **StainGuard Plus™** or **StainGuard®** logos. GAF warrants to you that blue-green algae (also known as cyanobacteria) will not cause a pronounced discoloration of your **StainGuard Plus™**- or **StainGuard®-labeled** shingles, ridge cap shingles, or starter strip shingles for the warranty term listed above. If your **StainGuard Plus™-labeled** or **StainGuard®-labeled** shingles, ridge cap shingles, or starter strip shingles exhibit a pronounced discoloration caused by blue-green algae during the Smart Choice® Protection Period listed above, GAF's contribution will be either the reasonable cost of commercially cleaning your shingles, ridge cap shingles, or starter strip shingles or, at GAF's sole option, replacing discolored shingles, ridge cap shingles, or starter strip shingles. The **maximum** cost to GAF shall be the lesser of the original cost of the affected shingles, ridge cap shingles, or starter strip shingles or the cost to clean the affected shingles, ridge cap shingles, or starter strip shingles. During the **remainder** of the limited warranty period, GAF's contribution to you will be reduced to reflect the amount of use you have received from your shingles, ridge cap shingles, or starter strip shingles since they were installed. The amount of use will be calculated by dividing the number of months which have elapsed since installation to the date of claim by the number of months in the Algae Warranty term.

**Note:** Preventing pronounced algae-related discoloration of your shingles, ridge cap shingles, and starter strip shingles is achieved through formulations or through unique blends of granules.

## Misapplication: What Is Covered/Sole and Exclusive Remedy

If any of your GAF Products or Covered Flashings is found to have an application error that adversely affects performance, GAF will arrange to have your roof repaired or re-covered or, at its sole option, will provide you with replacement GAF product(s) and reimburse you for the full reasonable cost of labor and other materials to repair or re-cover your roof, including Covered Flashings. The costs of labor to tear off some or all of your GAF Products and Covered Flashings and disposal are included if necessary to repair your roof.

If your claim arises out of an application error in your GAF Products or Covered Flashings, which is discovered or discoverable within the first two years after installation, it is the obligation of your Master Elite® Roofing Contractor to make all necessary repairs. In the event that GAF determines your Master Elite® Roofing Contractor is unable or unwilling to perform these repairs, GAF will arrange to have your roof repaired if the issues were caused by application errors within the scope of GAF liability under this limited warranty.

**Note:** Failure to install adequate ventilation is **NOT** an application error of your GAF Products and is not covered under this Limited Warranty. Due to the design of certain buildings, the replacement of existing flashings may be difficult, costly, or impractical. Please be sure to review these items with your roofing contractor.

## What Is Not Covered

Even if your GAF products were not properly installed according to GAF's application instructions or to standard good roofing practices, this limited warranty remains in effect. However, GAF will **NOT** be liable for and this warranty does **NOT** apply to:

- (1) Damage resulting from anything other than an inherent manufacturing defect in the GAF Products, their misapplication, or the misapplication of Covered Flashings, such as:
  - (a) settlement, movement, structural damage, or defects in the building, walls, foundation, or the roof base over which the shingles or accessories were applied.
  - (b) inadequate ventilation.
- (2) Damage resulting from causes beyond normal wear and tear, such as:
  - (a) acts of nature, such as hail, fire, or winds (including gusts) over the applicable wind speed listed above except there is no maximum wind speed restriction for shingles covered by the WindProven™ Limited Wind Warranty.
  - (b) impact of traffic on the roof or foreign objects, including damage caused by objects blown onto the roof by wind.
  - (c) improper storage or handling of the GAF Products.
- (3) Ice damming, except for leaks in the area of your roof covered by a GAF Leak Barrier which are caused by a manufacturing defect in your GAF Leak Barrier, its misapplication, or the misapplication of Covered Flashings.
- (4) Shading or variations in the color of your GAF Products or discoloration or contamination caused by fungus, mold, lichen, algae (except for blue-green algae if your shingles, ridge cap shingles, or starter strip shingles were labeled with the StainGuard Plus™ or StainGuard® logos), or other contaminants, including that caused by organic materials on the roof.
- (5) Damage caused by, or the cost to repair or replace, products not sold by GAF, including but not limited to metal work and counterflashing.
- (6) Improperly designed or installed gutter or downspout systems.
- (7) Damage to the interior or exterior of the building, including, but not limited to, mold growth.
- (8) Damage to or caused by rooftop air conditioning units (and their flashing), pipe works, brace works, skylights, rooftop satellite dishes or other radio/TV devices, counterflashing, or flashings other than those specifically included above.

## Other Limitations Concerning Coverage

Decisions as to the extent of repair, re-cover, or cleaning required, and the reasonable cost of such work, will be made solely by GAF. GAF reserves the right to arrange directly for your GAF Products to be repaired, re-covered, or cleaned instead of reimbursing you for such work. The remedy under this warranty is available only for those GAF Products actually exhibiting manufacturing defects, application errors (including misapplication of Covered Flashings), or algae discoloration at the time your claim is settled. Any replacement GAF Products will be warranted only for the remainder of the original warranty period. GAF reserves the right to discontinue or modify its shingles or accessories, including the colors available, so any replacement GAF Products may not be an exact match for the GAF Products on your roof. Even if GAF does not modify a color, replacement GAF Products may not match your original GAF Products due to normal weathering, manufacturing variations, or other factors.

## Claims: What You Must Do

You must notify GAF about any claim within **30 days** after you notice a problem. You may report a claim online at [gaf.com/contact](http://gaf.com/contact), by calling GAF at 1-800-458-1860, sending an email to [warrantyclaims@gaf.com](mailto:warrantyclaims@gaf.com), or by sending a notice in writing to: GAF, Warranty Claims Department, 1 Campus Drive, Parsippany, NJ 07054, USA. You will then be provided with complete details about submitting your claim. You may be required to send to GAF, at your expense, photographs and sample products for testing. Within a reasonable time after proper notification, GAF will evaluate your claim and resolve it in accordance with the terms of this limited warranty. If you repair or replace your GAF Products before you notify GAF about your claim **or** before GAF has completed its evaluation of your claim, your claim may be denied. If you need to repair or replace your GAF Products before your claim is resolved, you **MUST** provide GAF with reasonable notice. **NOTE: Notice to your contractor, dealer, or home builder is NOT notice to GAF.** You should retain this document for your records in the unlikely event that you need to file a claim.

## Sole and Exclusive Warranty

THIS LIMITED WARRANTY IS EXCLUSIVE AND REPLACES ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS, AND GUARANTEES, WHETHER EXPRESS OR IMPLIED, WHETHER BY STATUTE, AT LAW OR IN EQUITY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This limited warranty is your exclusive warranty from GAF and represents the **SOLE REMEDY** available to any owner of GAF Products. GAF makes **NO OTHER REPRESENTATIONS, CONDITIONS, GUARANTEES, OR WARRANTIES** of any kind other than that stated herein. GAF WILL NOT BE LIABLE IN ANY EVENT FOR CONSEQUENTIAL, PUNITIVE, SPECIAL, INCIDENTAL, OR OTHER SIMILAR DAMAGES OF ANY KIND, including DAMAGE TO THE INTERIOR OR EXTERIOR OF ANY BUILDING, whether any claim against it is based upon breach of this warranty, negligence, strict liability in tort, or for any other cause. This limited warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction. Some jurisdictions do not allow limitations on or the exclusion of incidental or consequential damages, so the above limitations or exclusions may not apply to you. New Jersey state residents are encouraged to review their rights under the agreement, as provided under the New Jersey Truth-In-Consumer Contract Warranty and Notice Act ("TCCWNA").

The United Nations Convention on Contracts for the International Sale of Goods shall **NOT** apply either to the sale of the GAF Products or to this limited warranty.

## Modification of Warranty

This limited warranty may not be changed or modified except in writing, signed by an officer of GAF. No one (other than an officer of GAF) has the authority to assume any additional or other liability or responsibility for GAF in connection with your GAF Products and Covered Flashings except as described in this limited warranty.

## Effectiveness

This limited warranty will not take effect unless all eligibility requirements have been satisfied, this warranty is registered to you, and your roofing contractor has been paid in full.

## Important Notice:

**THIS IS A SAMPLE SILVER PLEDGE™ LIMITED WARRANTY. IT IS YOUR CONTRACTOR'S RESPONSIBILITY TO REGISTER YOUR WARRANTY WITHIN 45 DAYS OF INSTALLATION. IF YOU HAVE NOT RECEIVED YOUR WARRANTY FROM GAF WITHIN 60 DAYS, YOU SHOULD CALL GAF AT: 1-888-532-5767, OPTION 5.**

