

Division 7

Roofing

Bennet & Brosseau Roofing



BENNETT & BROSSÉAU
ROOFING INC.

www.BennettandBrosseau.com

TO: METROPOLITAN PIER AND EXPOSITION AUTHORITY
301 East Cermak Road
Chicago, Illinois 60616

FROM: Bennett & Brosseau Roofing, Inc.
535 Anderson Drive
Romeoville, IL 60446

RE: Executed Warranty Agreement
McCormick Event Center/ Wintrust Arena
Chicago, Illinois

SPEC.
SECTION: 075419-Polyvinyl Chloride (PVC) Roofing

ITEM: Sarnafil PVC Roofing Membrane and Accessories
** See Attached SIKA CORPORATION ROOFING WARRANTY SERIAL #: WAR17-1542905

WARRANTY

TERM: Commencing September 15, 2017 and Expiring September 15, 2018
** Commencing September 15, 2017 and Expiring September 14, 2032

Bennett & Brosseau Roofing, Inc. ("Subcontractor/Supplier") hereby guarantees and warrants to the Metropolitan Pier and Exposition Authority ("Authority") that the materials and equipment covered by the specification section referenced above comply in all respects with the requirements of your agreement (subcontract or purchase order) and are free from faults and defects. This warranty and guarantee shall be in effect during the warranty term set forth above.

During the warranty term, upon written notice from the Authority, Subcontractor/ Supplier shall proceed expeditiously with due diligence and at Subcontractor'/Supplier's expense to replace or repair all defective materials and equipment, and to provide all labor necessary to correct such defects, including labor and materials necessary to provide access to such defective materials or equipment. In the event the Subcontractor/Supplier fails to correct such defects expeditiously and with due diligence, the Authority shall have the right to correct such defects and recover from Subcontractor/ Supplier all reasonable direct and indirect costs incurred by the Authority in connection with correcting such defects.

Bennett & Brosseau Roofing, Inc.



Authorized Signature
George Patterson
President

Phone: 708-514-7839
Email: georgep@bbroof.com



Romeoville Kankakee Champaign

535 Anderson Drive, Romeoville, Illinois 60446 630-759-0009 815-939-0055 Fax 630-759-2288

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SPEC.
SECTION: 079200-Joint Sealants

ITEM: SikaFlex 1a

WARRANTY

TERM: Commencing September 15, 2017 and Expiring September 15, 2018

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Your Assurance of Quality

Roof Hatches

Every BILCO product is designed to operate to the customer's satisfaction and to provide years of trouble-free service. Should a part fail to function in normal use within a period of five (5) years from the date of purchase, a new part will be furnished at no charge. Electric motors, special finishes, and other special equipment (if applicable) shall be warranted separately by the manufacturers of those products.



an AmesburyTruth™ company

WARRANTY REGISTRATION



an AmesburyTruth™ company

The BILCO Company

www.bilco.com

15 Year System Warranty

Warranty Serial No.: WAR17-1542905

SIKA CORPORATION ROOFING WARRANTY FOR COMMERCIAL BUILDING

Building Owner: Metropolitan Pier & Exposition Authority

Building Name: McCormick Place Events Center

Building Address: 200 East Cermak Road, Chicago, IL 60616

Applicator: Bennett & Brosseau Roofing Inc., 535 Anderson Drive, Romeoville, IL 60446

Telephone: (630) 759-0009

Date of Substantial Completion: 9/15/2017

Date of Inspection: N/A

By: N/A

Building/Area Name: Upper Roof

Area Warranted: 93,610 sq. ft.

Building/Area Name: Lower Roofs

Area Warranted: 49,790 sq. ft.

Used As: EDUCATION & CULTURE – CULTURAL BUILDINGS

Sika Corporation ("Sika"), warrants to the owner of the building described above ("Owner"), that subject to the terms, conditions, and limitations, including the limitations set forth in section 10 below, stated herein, Sika Corporation will repair roof leaks originating from the Sarnafil Roofing Membrane, Sarnatherm Insulation or Sika Corporation Roofing Accessories installed according to Sika Corporation's Technical instructions by a Sika Corporation Authorized Roofing Applicator for a period of 15 (fifteen) years commencing with the date of substantial completion of the installation of the Roofing Membrane with no monetary limit with respect to roof repair costs.

TERMS, CONDITIONS, LIMITATIONS

1. Owner shall notify Sika Corporation on the first business day immediately following the discovery of each leak in the Roofing System and confirm in writing within one week.
2. If on Sika Corporation's inspection, Sika Corporation determines that the leak is caused by a defect in Sarnafil Roofing Membrane, Sarnatherm Insulation or Accessory provided by Sika Corporation to the Applicator for this building or from a defect in the Sika Corporation Authorized Applicator's workmanship applied to that Sarnafil Membrane, except as provided in the following paragraph three (3) Owner's remedies and Sika Corporation's liability shall be limited to Sika Corporation's repair of the Roofing Membrane, Sarnatherm Insulation or Accessory.
3. This warranty does not apply and may be null and void if any of the following occur:
 - (a) The Roofing Membrane, Sarnatherm Insulation or Accessory is damaged by a natural disaster including, but not limited to, earthquake, lightning, hail, peak wind gust in excess of 60 mph, hurricane, or tornado, as defined by The National Weather Service, or other acts of God, or:
 - (b) The Roofing Membrane, Sarnatherm Insulation or Accessory is damaged by any act of negligence, accident, or misuse including, but not limited to, vandalism, falling objects, civil disobedience, or act of war, or:
 - (c) A deficient pre-existing condition or equipment is causing water entry, or
 - (d) Metal work or other accessories or equipment is used in the Roofing and causes leaks, or:
 - (e) There are any alterations or repairs made on or through the completed roof, or objects such as but not limited to fixtures, equipment, or structures are placed on or attached to the completed roof without first obtaining written authorization from Sika Corporation, or:
 - (f) Failure by the Owner or his lessee to use reasonable care in maintaining the roof as described in the Owner's Guide provided with this warranty, including that of sealants and caulking, or:
 - (g) Loss of integrity of the building envelope and, or structure including, but not limited to partial or complete loss of roof decking, wall siding, windows, doors or other envelope components or from roof damage by wind blown objects, or:
 - (h) Condensation accumulates in the roof assembly due to incorrect design or due to a reduction in the vapor barrier effectiveness, or:
 - (i) A significant change in the use of the building by the Owner or his lessee expected by Sika Corporation to effect the Roofing Membrane as originally installed, or:
 - (j) The Roofing Membrane is damaged by contaminates and/or spills, or:
 - (k) Deficient design applied to the Roofing Membrane such as membrane contact with incompatible materials and/or substrates, or:
 - (l) The Owner fails to comply with every term and condition stated herein.
4. During the period of this warranty, Sika Corporation, its agents and employees, shall have free access to the roof during regular business hours.
5. Should the Roofing Membrane be concealed, the cost of exposure of the Roofing Membrane for purposes of Sika Corporation's investigation and/or repair, such as removal and replacement of any paving or overburden, shall be the Owner's responsibility.
6. Sika Corporation shall have no obligation under this warranty until all invoices for materials, installation, and services provided by Sika Corporation and the Sika Corporation Authorized Applicator have been paid for in full.
7. Sika Corporation's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision.
8. This warranty may be transferred to a subsequent Owner of the Building if approved in advance and in writing by Sika Corporation and the cost to process the transfer and to inspect and repair the Sika Corporation Roofing System, if necessary, such as but not limited to, removal and replacement of overburden, shall be the Owner's responsibility.
9. The Owner and Sika Corporation hereby agree that any and all claims (contractual, statutory, common law or otherwise), disputes, or suits that in any way, directly or indirectly, arise out of or relate to this Warranty, or the alleged breach thereof, or to any contracts between the owner and Sika Corporation, or the alleged breach thereof, or to the design, manufacture, sale, distribution, installation, and/or inspection of the Sika Corporation Roofing System, shall first be submitted to non-binding mediation before a neutral mediator jointly selected by the parties or, in the absence of agreement, as designated by the American Arbitration Association. In the absence of resolution by mediation, all such claims shall be settled by arbitration by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules. Any such mediation and/or arbitration shall take place in Boston, Massachusetts. This Warranty, and any claims, disputes or suits between the parties hereto shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Massachusetts.
10. **THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. THE REMEDIES STATED HEREIN ARE EXCLUSIVE REMEDIES AND SIKA CORPORATION SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES INCLUDING THE PRESENCE OF MOLDS, FUNGI, BACTERIA, SPORES, MYCOTOXINS OR THE LIKE OR FURTHER LOSS OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DAMAGE TO THE BUILDING ON WHICH THE COMPONENTS OF THE ROOF ARE SITUATED, DAMAGE TO THE CONTENTS THEREOF, LOSS OF USE OF THE BUILDING OR ANY COMPONENT PART THEREOF, OR DAMAGE TO ANY OTHER PROPERTY OR PERSONS.**

NO REPRESENTATIVE OF SIKA CORPORATION HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN.

This Warranty Is Effective From: 9/15/2017 through: 9/14/2032



Michelle Cavacas

Warranty Issuance Supervisor

8/28/2017

Date:



Brian J. Wheeler

Executive Vice President

8/28/2017

Date: