



Lowe Roofing of Wyoming, LLC

PO Box 369  
Gillette, WY 82717

307-687-0303 phone  
307-682-3710 fax

# Letter of Transmittal

To: Hladky Construction  
1100 North Gurley Ave  
Gillette, Wy 82716

Date: 10/16/15  
Project: Ava Art Center  
Attn:  
Re:

Shop Drawings

Copy Of Letter

Specifications

Change Order

Contract

Other <sup>x</sup>

Copies	Pages/set	Date		Description	
1		10/16/15		20yr Sarnafil Warranty 15yr 1.5" hail 85MPH	
1		10/16/15		O & M Manuals (Sending in mail 10/16/15)	
1		10/16/15		Hickman Metal Warranty	
1		10/16/15		2yr Lowe Roofing Warranty	
1		10/16/15		Substantial Completion Punch list	

Notes Please make a copy for your records and mail the originals to owner.  
Thank you  
Kari Preston  
Lowe Roofing of Wyoming LLC  
P.O. Box 369  
Gillette, Wy 82717  
307-687-0303  
kari@loweroofinginc.com



20 Year System Warranty

Warranty Serial No.: 0000022777-275415.2

SIKA CORPORATION ROOFING WARRANTY FOR COMMERCIAL BUILDING

Building Owner: City of Gillette  
Building Name: Ava Arts Center  
Building Address: 509 W 2nd Street  
Gillette, WY 82716  
Applicator: Lowe Roofing Wyoming LLC, P.O. Box 369, Gillette, WY 82717 Telephone: (307) 687-0303  
Date of Substantial Completion: 9/30/2015 Date of Inspection: N/A By: N/A  
Building/Area Name: Entire Roof  
Used As: EDUCATION & CULTURE - CULTURAL BUILDINGS Area Warranted: 4,800 sq. ft.

Sika Corporation 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 20 (twenty) 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 greater than 1.5 inches in diameter 15 Year Warranty (hail warranty expires on 9/29/2030), peak wind gust in excess of 85 mph (137 km/h), 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: 9/30/2015 through: 9/30/2035

Michelle Cavacas 10/15/2015  
Michelle Cavacas  
Warranty Issuance Supervisor Date:

Brian J. Whelan 10/15/2015  
Brian J. Whelan  
Executive Vice President Date:

Friday, October 16, 2015

Lowe Roofing of Wyoming, LLC  
P.O. Box 369  
Gillette, WY 82717

Re Hickman Job Number: 21959  
Building Description: Aca Art Center  
Building Location: 509 W. 2nd Street - 82716  
Warranty Type: 30 Yr. Prefin Warranty, 20 Yr. Excel

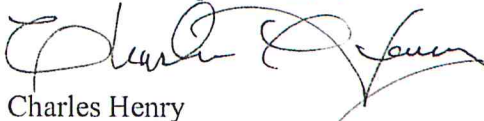
Dear Customer:

Thank you for your order that has now been delivered to you. Since your complete satisfaction and acceptance of our product is our objective, we welcome your comments concerning our delivery, ease of installation and payment terms.

We have enclosed the appropriate warranty for the materials we provided for this job. We appreciate your business and hope you will choose us again.

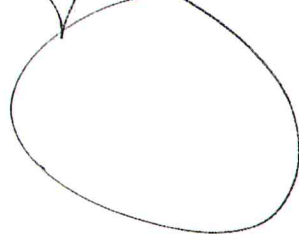
Sincerely,

Inside Sales Representative



Charles Henry

cc: Hickman Job File



**HICKMAN ENGINEERED SYSTEMS**

PO Box 15005  
Asheville, NC 28813  
tel 828.676.1700  
fax 828.676.2330

 **HICKMAN**  
Engineered Systems

An ONIG Roofing Products Company

**30 Year Limited Warranty  
Metal Pre-finished with Kynar 500® or Hylar 5000®**

**70% PVDF Paint**


Friday, October 16, 2015


Re: Hickman Job Number: 21959  
Building Description: Aca Art Center  
Building Location: 509 W. 2nd Street - 82716  
Date Completed: 09/30/2015  
Paint Color: Kynar Color: Firestone Mansard Brown

1. This is certify that W.P. Hickman Company Products are manufactured by Hickman in accordance with the highest standards of engineering skills from durable, high quality coated materials.
2. Hickman warrants that it's Products, upon delivery, are free from defects in material and workmanship, excluding any freight damage, and, if properly installed, will not, under normal conditions, rupture, crack, or perforate for a period of 30 years from the date of shipment. The term "free from defects in material and workmanship" does not include waviness present in the flat area of the Products, due to inconsistency in the alloys, galvanizing process, light gauge metals, uneven substrates, installation and/or misalignment of support systems over which the Products are applied, which the industry has accepted as being prevalent and normal. Such waviness shall not be the cause for a claim under this or any other warranty.
3. Hickman Product with Fluoropolymer, Kynar 500® / Hylar 5000® finish, is warranted hereby not to chip, or peel for a period of thirty (30) years from the date of shipment or change color more than 5 E units or chalk in excess or ASTM D4214-07 rating of 8.
4. This Limited Warranty covers the Product, as stated in paragraphs 2 or 3, exposed to normal atmospheric conditions (which terms excludes corrosive or aggressive atmospheric conditions such as, but not limited to, those contaminated with chemical fumes or direct salt spray) in the continental United States. This Limited Warranty shall not apply where the Product failure is the result of fire, lightning, hurricane, tornado, windstorm, hailstorm, war or civil disturbance, vandalism, or other willful or accidental abuse, or other causes beyond control of Hickman.
5. This Limited Warranty is for material only and does not include defects resulting from damage caused by other trades or materials substituted for, or used in addition to, Hickman's Product, or when failing to provide simple and/or reasonable maintenance to the Product. This Limited Warranty is only for material supplied by Hickman and not for any other material obtained from other sources or not engineered and manufactured by Hickman.
6. This Limited Warranty will not extend to or cover damage to the Product due to improper shipping, handling, installation (which term includes failure to permit drainage of standing water), or failure to remove protective masking, metal dust and shavings.
7. Hickman's liability under the terms of this Limited Warranty will be limited to the direct cost of refinishing or replacing the failed Product. Refinishing of the failed metal shall be performed by using standard finishing practices and materials, not necessarily replacing the Product, at Hickman discretion. Hickman will in all instances have the option of determining whether refinishing or replacing shall be utilized to fulfill its obligation. In no event however, shall Hickman's responsibilities extend to any consequential damages, and in all cases, Hickman reserves the right to approve and negotiate the contract for such repainting or replacing. The Limited Warranty on any refinished or replaced Product supplied hereunder, shall be, for the then unexpired portion of the Limited Warranty period, applicable to the original Product. In the event of replacement the cost shall not exceed the original purchase price of the Product.

Guaranteed by:

**W.P. HICKMAN COMPANY**

By:   
Charles Henry  
Inside Sales Representative

Cc: Sika 



*The Leading Edge® since 1945*

## 20 Year Excel Warranty

W.P. Hickman Company warrants that the purchased products made by Hickman listed below will not blow off or leak in wind conditions up to 110 miles per hour (3 second maximum peak gust speed) for a period of 20 years from date of shipment. Furthermore, W.P. Hickman warrants that all purchased products made by Hickman were manufactured of good material and workmanship according to Hickman's specifications for five years from date of shipment. If, after receiving prompt written notice, Hickman determines that the purchased products are not as warranted above, it agrees at its sole option to either repair, replace or refund the purchase price of the non-conforming products. Purchase price refunds include the cost of the product only and do not include installation, labor or other costs. In no event shall Hickman's total liability exceed the purchase price of the non-conforming products, nor shall its liability include any consequential, incidental or indirect damages.

This warranty does not apply to results of normal wear and tear or failure to follow our maintenance instructions. This warranty also does not apply if the installer fails to follow our instructions or specifications.

This warranty expressly excludes all other written, oral, express and implied guarantees, representations and warranties, including warranties of merchantability and fitness for a particular purpose, whether by operation of law or otherwise.

**Product(s) Warranted:** Edge Grip

**Job Name:** Aca Art Center

**Building Location:** 509 W. 2nd Street - 82716

**Registered Owner:** City of Gillette

**Architect:** Dale Buckingham Architects, LLC

**Installer:** Lowe Roofing of Wyoming, LLC

**Hickman Job Number:** 21959

**Completion Date:** 9/30/2015

**Authorized Signature for W.P. Hickman Company:**

W.P. Hickman Company - PO Box 15005, Asheville, NC 28813

Phone (800) 892-9173 - Fax (828) 676-2330 - Website: [www.wph.com](http://www.wph.com)



Lowe Roofing Of Wyoming LLC

P.O. Box 369

Gillette, Wy 82717

307-687-0303 (Office)

307-682-3710 (Fax)

WARRANTY

Lowe Roofing of Wyoming LLC (LRI) does expressly affirm, promise and guarantee all work performed by LRI for a period of 2 Year from the date of substantial completion, as accepted by the Owner, for the project known as:

Ava Art Center

509 W. 2<sup>nd</sup> St

Gillette, Wy 82716

Materials supplied are subject to the manufacturer’s written warranty, and are to be attached hereto.

If within 2 years after the date of substantial completion, any work is found to be defective, LRI agrees to promptly repair the defective work without cost to the Owner.

Defective work does not include ordinary wear and tear, misuse, abuse or neglect of equipment.

Substantial Date of Completion for the purpose of this document is:

9/30/15

Lowe Roofing Of Wyoming LLC

By:

Title:

owner/member

Date:

10/16/15