



Tremco ManagedAssets

**Brackett Independent School District
Brackettville, Texas**

PREPARED BY: Tremco, Inc. - Cleveland, Ohio
PREPARED FOR: Brackett Independent School District
DATE: 03/30/2009 (Proposal good for 60 days)
PROPOSAL #: 5009903

The patented product available by Tremco has been found through prior research to be novel and not available by any other source. In its patent application to the U.S. Patent and Trade Office, Tremco provided under oath that it is the inventor of the product thus it is the only source of such a product to the Customer

Confidentiality Statement

This proposal includes data that shall not be disclosed outside the Customer and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of -- or in connection with -- the submission of this data, the Customer shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Customer's right to use information contained in this data if it is obtained from another source without restriction.

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TREMCO ManagedAssets
Brackett Independent School District
Language for Purchase Order:

Purpose: The following document defines the terms and conditions of the 1 (one) year Tremco ManagedAsset on buildings listed under the Special Terms and Conditions / Statement of Work. The Tremco ManagedAsset is a state of the art computer implemented solution that is a hybrid of materials and services to guarantee leak free Building Envelope Component (BEC). When purchased, Tremco assumes 100% of the risk of performance of the Building Envelope Components (BEC) asset(s) subject to Section 10 of the General Terms and Conditions. Following is the Schedule for the Tremco ManagedAsset:

Item#	DESCRIPTION	QUANTITY (Square Feet)	UNIT PRICE	YEARS	EXTENSION AMOUNT
1	Diagnostics, Preventive Maintenance & Housekeeping, Leak Response	143,364	\$0 1173	1	\$16,816.60
	Total	143,364			\$16,816.60

Notes:

- (1) Any additional costs associated with the use of equipment to perform Item# 1 will be additional costs to the Brackett Independent School District.
- (2) Proposal does not include any applicable taxes.

Special Terms and Conditions / Statement of Work:**1.0 Special Terms and Conditions:**

- A. Should either the actual square footage or the number of roof sections as determined during the first inspection exceed the approximations by more than 10%, Tremco reserves the right to seek an increase in the price to reflect the additional work necessary.
- B. Project Schedule:
1. Diagnostics schedule to be established within 2 weeks after contract award
 2. Diagnostics to be completed within 8-12 working days of scheduled start
 3. Diagnostic input into OLI[®] to be completed within 30-45 days after final diagnostics are complete
- C. Project will be billed 100% after completion of field diagnostics, preventive maintenance, and housekeeping.

2.0 Statement of Work

- A. Roofing Systems – The following Brackett Independent School District facilities located in Brackettville, Texas subject to the terms and conditions of this proposal have an estimated total of 143,364 square feet of roofing and approximately 22 roof sections.

Jones Elementary Main	Brackett HS Main
Admin / Intern Main	Tech Training Facility
Gymnasium	HS Band Hall
Home Ec / Band Hall	Jones Elementary Addition
Gymnasium / Library	Field House (New)
HS Annex	Field House (Old)
MS Classrooms / Cafeteria	Bus Garage
Vocational AG	Educational Academy

- B. Diagnostics.
- C. Preventive Maintenance and Housekeeping only.
1. Roof inspection services include:
 - a. Metal edge flashing components – incidental tears, splits and breaks in the membrane flashings will be repaired with appropriate repair mastics and membranes

- b. Incidental tears and splits in the flashing membrane will be repaired with appropriate repair mastics and membranes. Incidental open or split flashing strip-ins will be repaired with appropriate repair mastics and membranes. Unsecured rooftop equipment will be secured. Exposed fasteners will be sealed. Intermittent voids in termination bar and counterflashings sealant will be resealed.
- c. Roof membrane maintenance repairs – incidental tears, breaks and splits in the flashing membrane will be repaired with appropriate repair mastics and membranes. Incidental splits and blisters that threaten the roof integrity will be cleaned, primed and repaired with appropriate repair mastics and membranes. Intermittent voids in metal projections (hoods and clamps) sealants will be resealed.
- d. Preventive maintenance services do not include:
 - i. Repairs or maintenance of any building component other than the roofing system.
 - ii. Remediation or abatement of mold.
 - iii. Recoating of roof membranes.

2. General rooftop housekeeping services are as follows:

- a. Removal of debris (i.e., leaves, branches, paper, and similar items) from the roof membrane (excluding HVAC and other major equipment).
- b. Removal of debris from the roof drains, gutters, and scuppers
- c. All debris will be disposed of at the owner's expense at owner's approved on-site location.
 - Housekeeping and general rooftop preventive maintenance does not absolve the building owner/customer from keeping effluent and debris from the roof surface. Production-related material is excluded as part of the housekeeping. Additionally, if the scheduled cleaning is insufficient to maintain the roof integrity, customer must pay for additional cleaning/inspections or assume responsibility for such cleanings. Customer agrees that all debris on or removed from the roof is the sole property of Customer and it is the sole responsibility of Customer to properly dispose of said debris.

D. Leak Response.

General Terms and Conditions for the Tremco ManagedAsset

- 1.0 Purpose: The following document defines the general terms and conditions of the Tremco ManagedAsset provided to Customer.
- 2.0 Effective Date: The date for beginning the Tremco ManagedAsset shall be up to thirty (30) days after Tremco receives the purchase order and acceptance by Customer.

- 3.0 Facilities Access: This Tremco ManagedAsset requires that Customer provide Tremco and its agents reasonable access to BEC for initial diagnostics, work to reach watertight start-up standards, routine inspections, preventive maintenance, housekeeping and leak response as defined below. Tremco shall coordinate access with Customer's facilities personnel and shall provide a minimum of forty-eight (48) hours advance notice. Advance notice does not apply to Leak Response.
- 4.0 Work Schedule – Tremco shall perform work between 7:30 A.M. and 4:30 P.M. daily, Monday through Friday, excluding federal legal holidays as outlined by Public Law Number 98-144 (or days not worked at Customer due to the observance of such holidays)
- A. Unless otherwise specifically authorized herein or in writing by the Contracts Manager, the scheduling of work for times other than set forth above is not permitted.
- B. Customer will permit power outages and limited utility interruptions in accordance with an approved schedule previously arranged by Tremco and Customer facilities personnel. Tremco is responsible for notifying and coordinating all outages with Customer at least five working days in advance of the intended outage.
- 5.0 Definitions: The following definitions apply for purposes of this proposal: Building Envelope Component (BEC) is the weatherproofing assembly and its components that are covered under this Tremco ManagedAsset including the membrane, insulation, flashings, termination details and all sheet metal related details for Building Envelope Components listed by Tremco and certified by the Facility Manager. The terms "Green", "Amber", and "Red" refer to the conditions, current or past, for sections of or the entire BEC.
- Green – remaining performance life of 7+ years.
Amber – remaining performance life of 4 to 6 years.
Red – remaining performance life of less than 3 years.
- 6.0 Diagnostics: Tremco will collect data during the initial inspection and will enter the information in the On-Line Information (OLI[®]) database. This web-based, password protected program allows Customer to view and print the AutoCAD[®] drawings, photographs, and inspection reports, as well as update all information within the database. The software can perform database queries as well as manage Capital & Maintenance budget and cost projections over the duration of the maintenance plan. Tremco will provide budgets and establish, present and assist in the management of a building envelope management plan through the OLI[®] program. The database shall include information about each component of the BEC to include composition, type, dimensions, photos, and life-expectancy (color coded into green, amber and red)
- 7.0 Work to Reach Watertight Start-Up Standard: Tremco will provide recommendations and scopes of work with budgets for the work necessary to reach a watertight start-up standard on all the BEC
- 8.0 Maintenance Schedule: Inspections, Preventive Maintenance and Housekeeping: As specified in the Scope of Work and below, Tremco shall provide inspections, preventive maintenance and general housekeeping services on the warranted BEC.
- A. Inspection includes the following:
1. Visual inspection of the BEC's surface condition

2. Inspection of the flashing systems including, but not limited to, the metal edge system, base flashings on equipment and adjoining walls, counterflashing, and termination details, soil stacks and vents, and inspection of penetrations and equipment including, but not limited to, pitch pans, HVAC equipment, skylights and access hatches.
 3. Inspection Reports: Tremco shall provide inspection reports based upon regular inspections. The reports shall become part of the database maintained on the OLI[®] system. Information contained in the database shall be made available to Customer through a password protected Internet Online Information (OLI[®]) program.
- B. Preventive Maintenance will be completed for the specified building component contained in the Statement of Work
- C. Housekeeping includes the following:
1. Removal of debris from the BEC. As used in this section, the term "debris" means anything that does not belong on the building envelope component or is not part of the BEC (i.e., leaves, branches, paper and similar items).
 2. Removal of debris from the drains, gutters, and scuppers.
 3. All debris will be disposed of at a Customer approved project site locations.

9.0 Transfer of Risk (Leak Response Program): At no additional cost to customer, Tremco shall perform all repairs required in accordance with the leak response program described below.

- A. For each leak in the BEC covered under the terms of this Agreement, customer, upon discovery of the leak, shall call 1-800-5-Tremco within twenty-four (24) hours to report the leak, its location, the customer's site contact representative, leak severity, and any other information useful to Tremco in responding to the leak.
- B. Tremco shall respond to each call no later than two calendar days after notification to make necessary repairs in order to bring the BEC back to a watertight condition.
- C. A follow-up inspection to the BEC leak area shall be conducted to examine the repair quality and identify additional roofing concerns.
- D. Tremco will provide Leak Activity Reports and provide them to customer. These reports shall provide the following:
 1. Number of customer calls into the system,
 2. Detailed information of each leak call,
 3. Response time for each call,
 4. Action(s) taken in response to each call,
 5. Overview of follow up recommendations

10.0 Tremco ManagedAsset Agreement Exclusions:

- A. This agreement does not include preventive maintenance & housekeeping, or leak response, for any glass atrium roofs
- B. Tremco shall be temporarily excused from performing under this Agreement if unreasonably prevented or delayed by events not within its control, including events such as floods, fires, accidents, riots, explosions, Customer order, acts or omissions of non-Tremco contractors or other third parties. After inspection by Tremco, this ManagedAsset does not cover any leaks or damage or failure of the BEC or any part thereof as a result of:
 - 1. Natural or accidental disasters, including but not limited to, damage caused by lightning, hailstorms, floods, hurricane force winds, tornadoes, earthquakes, fire, vandalism, animals, or any Customer production and building operation-related materials.
 - 2. Use of materials not specified by Tremco, unless performed by Customer under an emergency basis whereby Tremco is unable to respond as described in paragraph (1) of Section 8.0.
 - 3. Any intentional or negligent act on the part of Customer or third party.

11.0 Tremco ManagedAsset Limitations:

- A. The rights of the Customer under this Tremco ManagedAsset are specific to Customer and are nontransferable without the express written consent of Tremco.
- B. The parties agree that Tremco, by this Agreement, does not assume ownership or control of any part of the BEC. Control of the BEC and all parts of the building remain solely with Customer. Customer is solely responsible for all requirements imposed by any federal regulation, and all repair, maintenance and other work with respect to the system and the building, except as expressly stated by this Agreement.
- C. Tremco will not have any responsibility and/or liability for the asset(s) listed under the Terms of this document until all invoices for materials and services sold have been paid in accordance with this Agreement.
- D. It is expressly understood and agreed by the parties to this contract that the Surety's liability under its performance bond with respect to maintenance shall be limited to a 1 (one) year maintenance period, which shall begin when customer accepts delivery or makes final payment in accordance with the terms of the contract. Tremco Incorporated, its successors, and/or assigns, shall be solely responsible for the balance of the term of its maintenance warranty in accordance with the terms found therein.

