
MATERIAL ACCEPTANCE CRITERIA – ACTIVE, ASSOCIATE AND AFFILIATE MEMBERS

PREAMBLE

In Order to apply for and maintain the acceptance of Roof Systems or Waterproofing Materials in the RoofStar Guarantee Program, Members (Active, Associate and Affiliates) must adhere to the requirements set out in this policy.

1. DEFINITIONS

In this Policy, the following words and phrases will have the following meanings:

- 1.1 “**Administration**” means RCABC staff who administer the Guarantee Program for and on behalf of RGC. “Administration” and RGC” may be used interchangeably.
- 1.2 “**Applicant**” means a Member who is the owner of a Branded or Private Labelled material not yet accepted by the RGC, and who presents an application to the RGC for acceptance of the material to be used in the RoofStar Guarantee Program.
- 1.3 “**Branded**” (*Proprietary*) means a material has been made by, and labeled exclusively with the name of, the manufacturer. These products are packaged with the explicit identification of the manufacturer. They have been tested by the manufacturer, and the Technical Data Sheet will show that the manufacturer has undertaken this Due Diligence. When a material is said to be *branded*, the manufacturer carries the liability for the product and, as such, the material bond attaches to any of the manufacturer’s products accepted for use in the **RoofStar Guarantee Program**.
- 1.4 “**Co-branded**” refers to materials labeled both with the manufacturer’s name and with the name of a distributor/installer who wishes to use it for advertising. When a material is said to be *Co-branded*, the material packaging identifies the manufacturer. Additionally, the manufacturer pays for the tests and is fully liable for any product failures. As such, the material bond posted by the manufacturer attaches to a *Co-branded* product.
- 1.5 “**Guarantee**” means RoofStar Guarantee issued by RGC, for a guarantee period set forth on the Guarantee Certificate.
- 1.6 “**Guarantee Certificate**” is a digitally rendered document, issued by the RGC under the RoofStar Guarantee name that sets out (without limitations) the terms, conditions, limitations and details of the Guarantee.

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- 1.7 **“Material”** means a product, whether Branded, Co-branded or Private Labelled, that is presented to the RGC for acceptance in the RoofStar Guarantee Program, and which may be used in a Roof System or for Waterproofing.
- 1.8 **“Material Bond”** (“Bond”) means a surety issued by a bonding company for a specific sum and without expiration, on behalf of an Associate or Affiliate Member, for the purpose of assuring the Member’s performance or the efficacy of the Associate or Affiliate Member’s Material or System.
- 1.9 **“Member”** means an Active, Associate or Affiliate Member, any of which may manufacture and supply Materials.
- 1.10 **“Private Labelled”** means a product manufactured by one company for another manufacturer, distributor or installer (the distributor or seller). In addition, the product packaging (and on the product itself, if the product is amenable to labeling) shows only the name of the distributor or seller. The company whose brand is shown on the material packaging carries the liability for the material, and consequently must be an Associate Member able to furnish to the RGC a Material Bond and a Certificate of Insurance.
- 1.11 **“RGC”** means the RCABC Guarantee Corp.
- 1.12 **“RPM Online”** means the *Roofing Practices Manual*
- 1.13 **“Roof System”** means the various materials which, when assembled and secured together to a supporting deck structure, are designed and installed to prevent the transmission of water through the assembly into the conditioned space of a building.
- 1.14 **“RoofStar Guarantee Program”**, herein also referred to as the **“Guarantee Program”**, means the RGC Guarantee Program.
- 1.15 **“Waterproofing System”** (“Waterproofing”) means the system of materials designed and installed to prevent the transmission of water, under hydrostatic pressure, through the waterproofing materials, into an unconditioned space or substrate.

2. **ADMINISTRATION**

Any application for acceptance of Material or System will undergo the following review process:

- 2.1 Administration will collect, review and store valid, executed Material Acceptance Agreements (A-078) from each Member who applies for, or has received, accepted status for Materials or Systems in the RoofStar Guarantee Program.

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- 2.2 All Applicants must execute an A-078 Material Acceptance Agreement and undertake all of the conditions required therein. Administration reserves the right to suspend the application for material acceptance if a current signed document is not in place.
 - 2.3 All sample materials submitted become the property of RGC unless otherwise arranged.
 - 2.4 For material granted acceptance, the RGC may retain samples provided by the Applicant, but such samples will not be retain for more than 12 months following acceptance.
 - 2.5 Administration reviews applications made by manufacturers for acceptance of a Materials or System in the Guarantee Program. Administration ensures that applications are complete, and that membership, material bonding and product liability insurance requirements have been met by each Applicant.
 - 2.6 RGC Staff will review completeness of the application and will request any additional information required.
 - 2.7 RGC may, at its sole discretion, request additional documents or information relating to an application at any time, which if requested, will be provided by the Applicant.
 - 2.8 RGC may, at its sole discretion waive or vary any of the requirements set forth herein on such terms and conditions as it sees fit and no condition of this policy shall prevent RGC from granting acceptance of a newly developed or introduced Material or System as long as the Board is satisfied that such acceptance is properly granted.
 - 2.9 RGC may, at its sole discretion, waive or vary any of the requirements set forth herein on such terms and conditions as it sees fit and no condition of this policy shall prevent RGC from granting acceptance of a newly developed or introduced Material or System as long as the Board is satisfied that such acceptance is properly granted.
 - 2.10 The Technical Committee will review each application and recommendations offered by Administration, and will formulate a recommendation to the Board. An applicant may request an opportunity to present supporting technical information to the Technical Committee, and to answer questions from Committee members. If granted, presentations must be made during the formal meeting of the Technical Committee.
 - 2.11 The Board will approve or reject the application by formal resolution.
 - 2.12 RGC will notify the Applicant in writing of the Board decision.
 - 2.13 RGC agrees to process the Member's Material Application in the ordinary course, and in the event of acceptance of a Material or System by RGC, and compliance by the Member with
 - the terms and conditions set forth herein and

- RGC's and the Association's policies,

RGC agrees to include the accepted Material or System in the RoofStar Guarantee Program.

- 2.14 RGC will publish details of accepted Materials or Systems as accepted in the Roofing" Practices Manual (RPM Online). An information sheet prepared by the Applicant is required for all materials and systems accepted by RGC.
- 2.15 RGC may cancel an acceptance of a Material or System at any time for non-compliance with the terms and conditions listed herein or with RGC's and the Association's Policies or in the event that RGC considers the financial status of the Member materially adversely affects or will affect the ability of the member to meet its obligations to RGC hereunder.
- 2.16 Material applications must be received and complete a minimum of 3 weeks prior to a scheduled Technical Committee Meeting, to be put on the agenda for consideration.

3. APPLICATION

- 3.1 The Applicant will make a written application to RGC addressing all current policy criteria established.
- 3.2 A separate application is to be made for each ~~Roofing~~ Material or ~~Roofing~~-System for which the Applicant is requesting acceptance, accompanied by Form F-090 – Material Acceptance Application, F-091 – Product Documentation and the relevant attachments.
- 3.3 An application for a Material will be considered incomplete when it serves as a component of a Roofing or Waterproofing System but does not reference ~~to~~ all other Materials that comprise the System.
- 3.4 All Applicants must be Members of the RCABC. An Applicant who is not an RCABC Member may apply for Membership concurrently with an application for Material Acceptance, but acceptance of a Material will be suspended pending the Applicant's successful application for Membership.
- 3.5 The Applicant must have signed and returned the Material Acceptance Agreement (Form A-078) to RGC concurrently with or prior to application for acceptance of Roofing or Waterproofing Materials.
- 3.6 The Applicant must be a corporation which has been
- a) active in the manufacture or supply of Roofing or Waterproofing Materials or Systems to the construction industry
 - b) in business for at least two years preceding the date of application.

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- 3.7 The manufacturer of a material that is co-branded must make application to the RGC for its acceptance, and must include in the application all other brand names by which the material is distributed and sold. Non-manufacturers whose names appear on a co-branded material must make application to the RGC for Material Acceptance, but are not required to furnish the RGC with liability insurance or a Material Bond.
- 3.8 Owners of a Private Labelled material must make application for acceptance as if they were the manufacturer, and consequently all other conditions and requirements for membership, insurance and bonding apply.
- 3.9 Application Requirements:
- Summary of FORMS REQUIRED for complete application.
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| 1) | Application | F-090 |
| 2) | Product Documentation | F-091 |
| 3) | Commitment to Guarantee Program | A-055 |
| 4) | Consent of Surety from bonding company | Required |
- 3.10 Documentation required after application approval but prior to inclusion in program
- 1) Bond – A-080 – see section 7
 - 2) Liability Insurance – see section 8
- 3.11 RGC may, at its sole discretion, waive or vary any of the requirements set forth herein on such terms and conditions as it sees fit and no condition of this policy shall prevent RGC from granting acceptance of a newly developed or introduced Material or System as long as the Board is satisfied that such acceptance is properly granted.
- 3.12 The Member will comply with the RGC's Policies with respect to the acceptance of the Material or System, as amended from time to time.
- 3.13 The acceptance of a Material or System by RGC does not constitute an endorsement of the quality or fitness of the said Material or System, nor is acceptance an endorsement of the appropriateness of a Material or System generally or for a particular purpose or use. Members shall not represent or advertise any Material or System as accepted, approved, or endorsed by RGC, without prior written consent from RGC.
- 3.14 RGC reserves the right to withdraw acceptance of the Material or System at any time and for any reason.

4. DETAILS OF CONDITION REGARDING THE MATERIALS

Upon an application being made, the Applicant must provide:

4.1 Proof that any ~~Roofing~~ Material or system included in the application has been successfully tested by an independent laboratory to continually meet or comply with current CAN/ULC, UL, CGSB, CSA or CCMC standards or evaluation. In the absence of any such testing and confirmed compliance, the Applicant must present a written statement explaining why. An application for a Material or System that has not been tested, and for which such an explanation is not offered by the Applicant, will be considered incomplete and ineligible for acceptance by the RGC.

4.2 Samples, technical data sheets, product brochures or other relevant material that for the material listed in the application that may be useful to the Technical Committee and the Board in considering the application.

Written application (installation) standards, presented in a format suitable for publication in the Roofing Practices Manual and acceptable to the RGC and/or Published Material or System installation instructions, sufficiently detailed and suitable for publication in the Roofing Practices Manual.

4.3 An analysis of a Material as a component of a System, including:

- a) a description of its limitations;
- b) notes about any incompatibility with other Materials or System components with which it may be used.

4.4 Each Primary and Secondary Material or System must have at least two (2) years' experience in the British Columbia construction market. Alternatively, and at the option of RGC, each Primary and Secondary Roof Material must have at least two (2) years' experience in a verifiable and similar climatic environment.

4.5 Primary and Secondary Roof Materials must be independently reviewed by at least one qualified roof inspector who

- is accepted by the RGC to provide roof review and inspection services for the Guarantee Program.
- possesses the professional designation "RRO", or its equivalent, issued by a certifying body independent of the RGC.

Reviews must validate the installation specifications published by the manufacturer, and the performance of the material once it is installed.

4.6 Each Applicant must provide a statement listing any materials or components with which the Roof Materials listed on the application may be incompatible. In the alternative, incompatibilities may be comprehensively listed on the material's Technical Data Sheet.

- 4.7 RGC may, at its sole discretion, request additional documents or information relating to an application at any time, which if requested, will be provided by the Applicant.

5. MATERIAL CLASSIFICATIONS

5.1 - Primary Material

A *Primary Material* is a roofing, waterproofing or water-shedding material which is directly exposed to the weather and which is primarily responsible for protecting secondary materials, and the building interior, from water and weather generally. Membranes, metal panels or shingles form the core of this material type. *Primary Materials* also include (without limitation), vents and roof drains.

5.2 - Secondary Material

A *Secondary Material* is one which forms part of the roof or waterproofing assembly and which may affect the wind resistance characteristics of the entire assembly, but is not necessarily exposed to the weather. This category of materials includes (without limitation)

- Deck overlay board
- Roof underlayment (all slopes) and eave protection
- Insulation (board or panel; tapered)
- Insulation overlay board
- Joint tape
- Liquid Membranes (for flashing only)
- Fasteners and stress plates
- Adhesives

5.3 - Accessories

An Accessory is a material that joins Primary or Secondary Materials together, or is connected to/with a Primary or Secondary material, but does not by its nature (apart from its installation) directly affect the water or wind resistance of the roofing or waterproofing assembly. This can include (without limitation)

- Overflow scuppers
- Caulking or sealants
- Mastics

Accessories are listed but are not 'accepted' in the **RoofStar Guarantee Program**. However, manufacturers or suppliers wishing to have their accessories listed in the Accepted Materials section of the **RoofStar Roofing Practices Manual** must provide the following documentation as a condition for listing:

- Current Technical Data Sheet (TDS) – must show certifications and tested limits consistent with the requirements set out for *Primary Materials*
- Current Application Specifications
- Material Testing, where applicable (indicated on the current, valid Technical Data Sheet)

6. **MATERIAL DISCONTINUANCE, SUBSTITUTION AND ADDITION**

- 6.1 Some materials, subject to the conditions outlined herein, may be reviewed and accepted by Administration, for use in the ***RoofStar Guarantee Program***, without requiring either documented marketplace experience or a formal review and acceptance by the Technical Committee.
- 6.2 A shorter application process may be considered for a material offered by the manufacturer as
- a substantially equivalent substitution for a material currently accepted for use in the ***RoofStar Guarantee Program***, but which has been discontinued from production by the manufacturer.
 - an improved replacement for a material already accepted for use in the ***RoofStar Guarantee Program***.
 - an improved material substantially similar to, and intended as an addition to, a material already accepted for use in the ***RoofStar Guarantee Program***.
- 6.3 To apply for consideration of the shorter application process, each manufacturer must:
- a. Submit an F-090 Application form that includes
 - o a detailed explanation of the product changes or improvements)
 - o a declaration in the space provided, that the new material is substantially equivalent to the material it will replace or will improve upon and complement;
 - b. Submit a completed F-091 Supplement, together with the Technical Data Sheets, both for any discontinued product and for newly submitted materials;
 - c. Submit test data from a qualified testing lab/facility, demonstrating that the new material has met or exceeded the test requirements under CAN/CSA A123.21 (current edition), where applicable.

These applications will be reviewed on an ongoing basis by Administration, and decisions presented to the RGC Technical Committee for information only.

- 6.4 Notwithstanding 4.3.2 above, the ***RoofStar Guarantee Program*** (RGC) reserves the right to reject the applicant's claims and to require an applicant to submit a full application complete with marketplace product experience, for formal consideration by the Technical Committee.

7. **MATERIAL BOND**

- 7.1 A Material Bond is required by either an Associate or Affiliate Member who have Primary Materials whose materials or systems accepted by the RGC, and subsequently

are listed in the Roofing Practices Manual (RPM Online). Bonds must be obtained using Form F-080.

- 7.2 Material Bonds may be required for Secondary Materials or Accessories at the request of the Technical Committee as a condition of acceptance.
- 7.3 Acceptance of a Material or System requiring a bond is contingent upon delivery to the RGC of a letter of intent from a bonding company that will issue a material bond in the minimum amount of \$100,000 in the form required by and in favour of RGC as outlined in A-080 Material Bonds. Material Bonds must be maintained on an annual basis, and the Associate or Affiliate Member is responsible to provide the RGC with notification of any changes to its Material Bond status.
- 7.4 All Material Bonds will be obtained by the Member, for and on behalf of the RGC Guarantee Corp., for the sum of \$100,000 CAD. The bond must be issued by an insurer licensed under the Insurance Act and entitled to carry on business in the Province of British Columbia. Members are responsible for the maintenance of a valid Material Bond.
- 7.5 Every application for material or roof system acceptance requiring a bond, regardless of the type of material or its substantial equivalence to materials already accepted for the Guarantee Program, must be supported by a valid, current letter of intent from a bonding company. Applications for which the Associate or Affiliate Members has not provided or maintained a valid, current Material Performance Bond when required will not be processed by Administration.

8. INSURANCE

- 8.1 Every Associate of Affiliate Member whose materials or roof systems are accepted by the RGC, and subsequently are listed in the Roofing Practices Manual (RPM Online), must obtain Product Liability Insurance, when applicable, and must provide the RGC Guarantee Corp. with a Certificate of Insurance on which the RGC Guarantee Corp. is named as an Additional Insured. Every certificate of insurance is annually renewable, and must be maintained by the Associate or Affiliate Member, for the benefit of the RGC Guarantee Corp.
- 8.2 Product Liability Insurance Limits of Coverage shall not be less than the minimums outlined below. Associate or Affiliate Members are responsible for the maintenance of valid, current Product Liability insurance.
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| - Primary Materials | \$5,000,000 CAD |
| - Secondary Materials | \$3,000,000 CAD |
| - Accessories or Affiliated Materials | \$2,000,000 CAD |
- 8.3 Every application for material or roof system acceptance, regardless of the type of material or its substantial equivalence to materials already accepted for the Guarantee Program,

must be supported by a valid, current Certificate of Insurance for Product Liability that names the RGC Guarantee Corp. as an Additional Insured. Applications for which an Associate or Affiliate Member has not provided a valid, current Certificate of Product Liability Insurance, when required, will not be processed by Administration.

- 8.4 Members must maintain current Product Liability Insurance and provide copies to RGC for all accepted materials.

9. MATERIAL ACCEPTANCE AGREEMENT

- 9.1 The Material Acceptance Agreement between RGC and the applicant must be in effect at the time of application of acceptance of Roofing Materials or Roofing Systems by an applicant.
- 9.2 The Material Acceptance Agreement will remain in effect until such time as it is cancelled by RGC and/or a new Material Acceptance Agreement is requested by RGC.
- 9.3 The Material Acceptance Agreement may be revised at any time and from time to time by RGC.
- 9.4 Nothing in this Policy shall in any way derogate from the obligations of the applicant under the Materials Acceptance Agreement.

10. SPECIFICATIONS/REVISIONS

- 10.1 In the event that any such application specifications or standards change, then written notice and details of any such changes must be provided to RGC with at least 30 days' notice prior to such changes being implemented.
- 10.2 Material changes to specifications or standards may invalidate a prior acceptance of Roofing Systems or Roofing Materials
- 10.3 Any change of manufacturer for a previously RGC accepted product which is marketed under a private label requires notification of, and confirmation by, RGC in order to retain the accepted status for the RGC Guarantee Program.
- 10.4 Notice of revisions to any data concerning Roofing Systems or Roofing Materials previously accepted by RCABC which are received by RGC require approval by the Board prior to publication. Interim notices of changes to holders of the RGC Roofing Practices Manual remain the responsibility of the party required to give notice of such changes to RGC.
- 10.5 In cases of urgent and critical changes, such party may request RGC to issue an immediate revision at such party's expense.

11. ADDITIONAL REQUIREMENTS

11.1 During the period in which the Products are included under the Program or any Guarantee of RGC relating to the Products is in effect, the Member:

- (a) will forthwith notify RGC of any material changes in the Member's financial position which may effect the Member's ability to satisfy its obligations to RGC hereunder;
- (b) will provide any information concerning such changes in financial position immediately upon the request of RGC.

Such changes in the Member's financial position include, but are not limited to, changes in the corporate organization of the Member, a transfer or encumbering of all or a substantial part of the Member's assets, a proposal or assignment under the Bankruptcy and Insolvency Act, the Companies' Creditors' Arrangement Act or similar legislation in any jurisdiction and any changes in the conditions or operation of the business, assets or financial affairs of the Member which has, or may have, a materially adverse effect on the business, assets, properties or future prospects of the Member.

12. DISPUTES AND CLAIMS

12.1 RGC retains the right to withdraw the acceptance of any accepted Roofing System or Roofing Material under its guarantee program at any time and without notice with the reason stated in writing.

12.2 Pursuant to RCABC's / RGC's Bylaws and policies, the Ethics Committee of the Board will assist in the review of disputes arising from the administration of this Policy. If it is appropriate, Directors representing Associate Members will be named as members of the Ethics Committee whenever issues involving Associate Members are before the Committee.

12.3 An appeal of a decision of the Ethics Committee will be available pursuant to the Bylaws of RCABC / RGC.

12.4 Claims received by RGC from an owner will normally be reviewed by RGC's Director, RoofStar Guarantee Program in consultation with the roofer who applied the roof and the Associate Members who supplied the materials involved. At the option of RGC, an independent inspection firm may also be retained.

12.5 Should the above group fail to resolve the responsibility for any such claim and the allocation of its associated costs, every effort should be made by all parties concerned to either follow an informal process of mediation, or to agree to a formal process of binding arbitration (pursuant to the Commercial Arbitration Act of B.C.) in lieu of referring the issue to the judicial system.