

# **TIPS VENDOR AGREEMENT**

**Between** National Roofing Partners 'NRP' **and**  
(Company Name)

**THE INTERLOCAL PURCHASING SYSTEM (TIPS),**  
a Department of Texas Education Service Center Region 8  
for  
**RCSP 181101 JOB ORDER CONTRACTING (JOC)**

## **General Information**

The Vendor Agreement (“Agreement”) made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as “TIPS” respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor’s proposal. Once signed, if an awarded vendor’s proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor’s proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TIPS by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final Agreement.

A Purchase Order, Agreement or Contract is the TIPS Member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS Member should be added as addenda to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addenda possible.

## Terms and Conditions

### Conflicts with RS Means Unit Price Book

If the terms of the solicitation referenced RS Means Unit Price Book occur, the RS Means Book shall control if it determines legality of the solicitation award as it relates to the requisite Means Unit Price Book.

### Freight

All quotes to members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication.

### Warranty Conditions

All new supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be legally permitted to sell, or an authorized dealer, distributor or manufacturer for all products offered for sale to TIPS Members. All equipment proposed shall be new unless clearly stated in writing.

### Customer Support

The Vendor shall provide timely and accurate customer support to TIPS Members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

### Agreements

**Agreements for purchase** will normally be put into effect by means of a contract, agreement or purchase order(s) executed by authorized agents of the participating government entities.

**Davis Bacon Act** requirements will be met when Federal Funds are used for construction and/or repair of buildings or as otherwise required by applicable statute or regulation.

**Other Wage Rates** may be required by some TIPS Members and acceptance of a project by the Vendor may require the Vendor to comply with the TIPS Member's required wage rate.

### Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter: (1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States; (4) the State of Texas; (5) a Texas

exempts or does not impose a tax on similar sales of items to this state or a political subdivision county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit of this state. Texas Tax Code § 151.309. Most TIPS Members are tax exempt and the related laws of the jurisdiction of the TIPS Member shall apply.

### **Assignments of Agreements**

No assignment of Agreement may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or authorized Assignee.

### **Disclosures**

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with Members in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

### **Renewal of Agreements**

The Agreement with TIPS is **for two (2) years with an option for renewal for additional two (2) consecutive one year terms years. Total term of Agreement can be up to the number of years provided in the solicitation or as limited by statute.** The option renewal year one shall be automatically renewed unless either party objects or terminates the agreement as provided herein at "**Termination for Convenience**". The Second one-year renewal term is only if both Parties agree.

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement may incorporate an automatic renewal clause with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order or executed Agreement issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms are rendered void and unenforceable.

## **Invoices**

The awarded vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating "Per TIPS Agreement # xxxxxxxx. Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order or contract by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

## **Pricing**

Price increases will be honored according to the terms of the solicitation. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase, except any price changes related to the, then current, RS Means Unit Price Book is valid. Price of a specific Job Order Contract proposal to a TIPS Member shall not change within 60 days of date of proposal as a result of an updated RS Means Unit Price Book unless agreed by the TIPS Member.

All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

## **Participation Fees**

Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement. Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at [tips@tips-usa.com](mailto:tips@tips-usa.com) or call (866) 839-8477 if you have questions about paying fees.

## **Indemnity**

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. Per Texas Education Code §44.032(f), reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.



### **State of Texas Franchise Tax**

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

### **Miscellaneous**

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

### **Purchase Order Pricing/Product Deviation**

If a deviation of pricing/product on a purchase order or contract modification occurs, TIPS is to be notified within 48 hours of receipt of order.

### **Termination for Convenience**

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under Federal Regulations 2 CFR part 200. All purchase orders presented to the Vendor by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded vendor may terminate the agreement with ninety (90) days written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination for convenience provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement.

### **TIPS Member Purchasing Procedures**

Purchase orders or their equal are issued by participating TIPS Member to the awarded vendor indicating on the PO "Agreement Number". Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS Member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

### **Form of Agreement and Reporting**

If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal to the TIPS Member. TIPS does not require a review a TIPS Member's Job Order contract TYPE AIA or other similar Contract provided by the TIPS Member. This clause does not relieve the Vendor from the responsibility to report the contract execution and the amount of the contract and any change orders.

Page 5 of 12

**Licenses**

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Agreement. TIPS reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

**Novation**

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

**Site Requirements (when applicable to service or job)**

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

**Smoking**

Persons working under Agreement shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

**Marketing**

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS.

**Supplemental agreements**

The TIPS Member entity participating in the TIPS Agreement and awarded vendor may enter into a separate supplemental agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement or contract developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS Members and employees shall not be made party to any claim for breach of such agreement.

**Survival Clause**

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

**Legal obligations**

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this Solicitation and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

**Audit rights**

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members with 30 days'

notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-complying conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the format and at the location designated by Region 8 ESC or TIPS.

### **Force Majeure**

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

### **Bonding**

When applicable, performance bonds and payment bonds will be required on construction or labor required jobs. Awarded vendor will meet the TIPS Member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds costs are passed through at cost to the TIPS Member and are not subject to the TIPS Participation fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS Member and added to the purchase order or Contract.

### **Professional Engineering and Architect's Services**

Professional Engineering and Architect's Services are not permitted to be provided under this Agreement. Texas statutes prohibit the procurement of Professional Engineering and Architect's Services through a cooperative agreement.

### **Scope of Services**

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member, Member's design professionals and Vendor. It is permitted for the TIPS Member to provide a general scope description, but the awarded vendor should provide a written scope of work, and if applicable, according to the TIPS Member's design Professional as part of the proposal. Once the scope of the job is agreed to, the TIPS Member will issue a PO and/or an Agreement or Contract with the Job Order Contract Proposal referenced or as an attachment along with bond and any other special provisions agreed by the TIPS Member. If special terms and conditions other than those covered within this solicitation and awarded Agreements are required, they will be attached to the PO and/or an Agreement or Contract and shall take precedence over those in this base TIPS Vendor Agreement.

### **Project Delivery Order Procedures**

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded vendor under this Agreement when the TIPS Member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person. Upon notification of a pending request, the awarded vendor shall make contact with the TIPS Member as soon as possible, but must make contact with the TIPS Member within two working days.

### **Scheduling of Projects**

Scheduling of projects (if applicable) may be accomplished when the TIPS Member issues a Purchase Order and/or an Agreement or Contract that will serve as “the notice to proceed” as agreed by the Vendor and the TIPS Member. The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS Member or a designated representative of the TIPS Member inspect the work for acceptance under the scope and terms in the Purchase Order and/or Agreement or Contract. The TIPS Member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS Member will issue a completion notice and final payment will be issued per the contractual requirements of the project with the TIPS Member. Any Construction contract prepared by the TIPS Member’s Legal Counsel may alter the terms of this subsection, “Scheduling of Projects”.

### **Support Requirements**

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

### **Status of TIPS Members as Related to This Agreement**

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

### **Incorporation of Solicitation**

The TIPS Solicitation, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, the Vendor’s response to same and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

## **SECTION HEADERS OR TITLES**

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

### **NEW STATUTORY REQUIREMENT EFFECTIVE SEPTEMBER 1, 2017.**

You certify that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement. Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

You certify that your company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that pursuant to Texas Business and Commerce Code Chapter 272, as revised September 1, 2017, any construction contract or agreement as defined in the Statute with a TIPS, Education Service Center Region 8 or a Texas TIPS Member subject to the Statute shall include a Choice of Law provision providing that this agreement shall be subject to and interpreted by the Laws of the State of Texas without regard to any conflict of laws principles for any action shall be in a court of competent jurisdiction in Texas and any arbitration shall be in the State of Texas. Pursuant to the Texas Business and Commerce Code, as amended by the 85<sup>th</sup> Texas Legislature, this Construction Agreement for Job Order Contract services is, in the event of a dispute between the parties, subject to interpretation according to the Laws of the state of Texas only, without regard to any conflict of laws principles. Venue for any alternative dispute resolution procedure or process shall be in the state of Texas. If the dispute is litigated, venue and jurisdiction shall be in a court of competent jurisdiction in the state of Texas.

Pursuant to 85<sup>th</sup> Texas Legislative H.B. 3270, as it applies to Texas Education Code § 22.0834 et seq, the Vendor shall comply with all relevant sections related to student contact, background checks, fingerprinting and other related requirements.

## Special Terms and Conditions

It is the intent of TIPS to award to reliable, high performance vendors to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

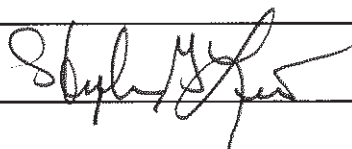
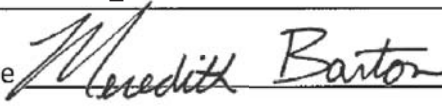

- **Agreements:** All vendor Purchase Orders and/or Agreements/Contracts must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
- **Promotion of Agreement:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor, bypassing the TIPS Agreement when the Member has requested the TIPS agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.

**Page 12 of 12 will be the TIPS Vendor Agreement Signature Page**



# TIPS Vendor Agreement Signature Form

RCSP 181101 Job Order Contracting (JOC)

Company Name National Roofing Partners 'NRP'  
Address 621 E. State Highway 121 #400  
City Coppell State TX Zip 75019  
Phone 866.537.6034 Fax 214.580.5575  
Email of Authorized Representative Steve.Little@NationalRoofingPartners.com  
Name of Authorized Representative Steve Little  
Title CEO  
Signature of Authorized Representative   
Date 12/12/18  
TIPS Authorized Representative Name Meredith Barton  
Title Vice-President of Operations  
TIPS Authorized Representative Signature   
Approved by ESC Region 8   
Date 1/4/19

# The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Mr. David Mabe Vice-President of Construction	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	david.mabe@tips-usa.com			Contact
Phone	+1 (903) 243-4759 x			
Fax	+1 (866) 749-6674 x	Contact	Jensen Mabe, Construction Program Manager	Department Building
Bid Number	181101			
Title	Job Order Contracting			Floor/Room
Bid Type	RFP	Department		Telephone
Issue Date	11/1/2018 08:04 AM (CT)	Building		Fax
Close Date	12/14/2018 03:00:00 PM (CT)			Email
		Floor/Room		
		Telephone	+1 (903) 438-6237 x	
		Fax	+1 (866) 839-8472 x	
		Email	bids@tips-usa.com	

Supplier Information	
Company	National Roofing Partners (RL National Roofing Partners, LLC)
Address	621 EAST STATE HWY 121 SOUTH SUITE 400 COPPELL, TX 75019
Contact	David Adams
Department	
Building	
Floor/Room	
Telephone	(866) 537-6034
Fax	
Email	DAVID.ADAMS@NATIONALROOFINGPARTNERS.COM
Submitted	12/14/2018 12:18:33 PM (CT)
Total	\$0.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature David Adams

Email

DAVID.ADAMS@NATIONALROOFINGPARTNERS.COM

## Supplier Notes

To Whom It May Concern, We would like to thank you for allowing National Roofing Partners (NRP) the opportunity to submit our proposal for RCSP 181101 Job Order Contracting (JOC). We are proud of the fact of having the largest footprint in the United States with our brick and mortar, "best in class" Partners across the United States serving their local communities and surrounding communities with the finest roofing services available. Our Partners are taxpayers in the community that they serve and are already taking care of local schools, municipalities and higher education facilities through traditional bid processes. With award of this Region 8 Education Service Center / TIPS-US Contract, we feel that we will have great strength in local markets across the country. We have an ambitious Team assembled to start working this effort with years of Cooperative, Roofing and Job Order Contracting Experience. It is an exciting time at NRP! We have just been awarded a service contract in our Telecom Division that will place us on and in 50,000 buildings across the United States, many of which are schools, cities and higher education. This will prove to be a great opportunity to have a contract to meet with those facilities managers and share with them the benefits of using the Region 8 ESC / TIPS-US Contract. If you have any questions, please do not hesitate to give me a call. We look forward to being successful in our response and developing long term partnerships with TIPS-US Members across the country, helping them achieve longer efficient facilities solutions and lower total cost of ownership.

## Bid Notes

## Bid Activities

## Bid Messages

## Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at <a href="https://comptroller.texas.gov/purchasing/vendor/hub/">https://comptroller.texas.gov/purchasing/vendor/hub/</a>  or in a HUBZone as defined by the US Small Business Administration at <a href="https://www.sba.gov/offices/headquarters/ohp">https://www.sba.gov/offices/headquarters/ohp</a>  Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?  Select YES, ONLY if your company is licensed to work in all 50 states, or the state does not require a license; otherwise select NO.	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	

5 Company and/or Product Description:

This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)

National Roofing Partners (NRP) is a specialty general contractor that provides roofing, building envelope, solar, telecom and a wide variety of other facilities solutions.

NRP is the roofing systems, installation and technology industry expert for building owners looking for 24/7/365 single source roofing services, repairs, maintenance and portfolio management. Industry leading technology provides ongoing roof monitoring and the highest level of communication around the clock.

Across North America, agencies can procure the manufacturer they want through NRP as we work with all major manufacturers. NRP delivers more than roofing systems, they deliver the easiest and most cost-effective means of maintaining roofing assets. With a national footprint of tier one contractors and progressive technology for communication and review, NRP continues to change the way that facility management, purchasing agents and the C-Suite manage their roofing assets and maintenance. It does not stop on the roof, with robust diversity and energy solutions, NRP pushes the envelope on positioning schools, municipalities and public agencies for social and economic success. For facility management professionals, NRP delivers a no-nonsense ability to keep students, teachers and taxpayers safe and dry while delivering services rapidly with the highest quality and the best value.

NRP is the most trusted name in the industry, and has the largest combined, national footprint in North America. With over 150+ service locations and 8,000 employees nationwide, nationally known NRP customers value the consistency and ease of doing business with the network. Our customized customer portal guarantees to accommodate customer needs and provide real time access to all roofing services. Regardless of your location, through the NRP portal, phones and/or email 24/7/365, our friendly customer care team will be available for all your roofing service needs. We are committed to superior service with time-defined responses to meet your scheduling needs and simplified pricing for all your serviced locations.

Some TIPS-US Members may want to drive even further competition by requesting multiple prices from multiple NRP Partners under the Terms and Conditions of the TIPS-US / Region 8 ESC Agreement. In these cases, NRP, would provide the scopes of work for the Partners to provide proposals to Member Agency and NRP would manage the proposal process for the Member Agency in whatever way they request. NRP also offers Project Management, handling everything from the pre-job walk to daily job site inspections to final inspection coordination with the manufacturer. All of this assuring you peace of mind throughout the entire process.

6	Primary Contact Name	Primary Contact Name	David Adams
7	Primary Contact Title	Primary Contact Title	Vice-President
8	Primary Contact Email	Primary Contact Email	David.Adams@NationalRoofingPartners.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	832.963.5220
10	Primary Contact Fax	Enter 10 digit fax number. (No dashes or extensions) Example: 8668398477	2145805575
11	Primary Contact Mobile	Enter 10 digit mobile phone number. (No dashes or extensions) Example: 8668398477	832.963.5220
12	Secondary Contact Name	Secondary Contact Name	Tara Adams
13	Secondary Contact Title	Secondary Contact Title	Cooperative Specialist
14	Secondary Contact Email	Secondary Contact Email	Tara.Adams@NationalRoofingPartners.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	949.614.6737
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	949.614.6737
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Kyras Coker
19	Admin Fee Contact Email	Admin Fee Contact Email	Kyras.Coker@NationalRoofingPartners.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	4695490935
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Tara Adams

22	Purchase Order Contact Email	Purchase Order Contact Email	Tara.Adams@NationalRoofingPartners.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	949.614.6737
24	Company Website	Company Website (Format - www.company.com)	www.NationalRoofingPartners.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	27-1532578
26	Primary Address	Primary Address	621 E. State Highway 121, Suite 400
27	Primary Address City	Primary Address City	Coppell
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	Texas
29	Primary Address Zip	Primary Address Zip	75019
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	JOC, roofing, weatherproofing, building envelope, solar, paving, hvac, general contracting, Carlisle, JM, Johns Manville, Garland, Tremco, Soprema, Siplast, Sarnafil, GAF, Firestone, Bluefin, PSI, warranty, preventative maintenance, PM, inspections, portfolio management, asset management, repairs, emergency repairs, disaster response, water intrusion, membrane, single-ply, modified bitumen, MB, BUR, cold-process, coatings, silicone, acrylic, Sarnafil, Versico, Soprema, DuraLast, Dura-Last, FiberTite, Sika Sarnafil, Tremco, Siplast, Garland, ReRoof, Roof Repairs, Roof Maintenance, Assest Management, Building Envelope, Best in class roofing contractor, roof restoration, roof retrofit, roof programming, drone, drone inspection
31	Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?	Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR) compliant.  Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner: (A) has its principal place of business in Texas; OR (B) employs at least 500 persons in Texas?	Yes
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Coppell

34	Company Residence (State)	Vendor's principal place of business is in the state of?	Texas
35	TIPS administration fee	By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.	(No Response Required)
36	Yes - No	Vendor agrees to remit to TIPS the required administration fee? Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.	Yes
37	Regular Hours Coefficient	What is your regular hours coefficient for the RS Means Price Book?  Example:  A 5% discount for the RS Means Price Book would be a .95 regular hours coefficient.  Remember that this is a ceiling discount. You can discount lower than the contract coefficient, but not higher.	1.15
38	After Hours Coefficient	What is your after hours coefficient for the RS Means Price Book for work performed after normal working hours?  Example:  The most common after hours coefficient is time and a half. If your regular hours coefficient is .95, your after hours coefficient would be 1.45.  Remember that this is a ceiling discount. You can discount lower than the contract coefficient, but not higher.	1.2
39	Non-Pre-Priced Markup	If the material being utilized for a project cannot be found in the RS Means Price Book, what is your materials markup?  Remember that this is a ceiling markup. You may markup a lesser percentage, but not a greater percentage.	25%
40	Yes - No	Do you offer additional discounts to TIPS members for large order quantities or large scope of work?	Yes
41	Years Experience	Company years experience in this category?	12
42	Price coefficients and non-pre-priced markups are guaranteed for?	Does the vendor agrees to honor the proposed pricing coefficients and non-pre-priced markups for the term of the award?	YES
43	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?	No



44	NON-COLLUSIVE BIDDING CERTIFICATE	<p>By submission of this bid or proposal, the Bidder certifies that:</p> <p>1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;</p> <p>2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;</p> <p>3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;</p> <p>4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.</p>	(No Response Required)
45	CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ -Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?	<p>Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS. may find the Blank CIQ form on the "Attachments" tab.</p> <p>There is an optional upload on the "Response Attachments" tab for this form provided if you have a conflict and must file the form.</p>	No
46	Filing of Form CIQ	If yes (above), have you filed a form CIQ by uploading the form to this RCSP as directed above?	
47	Regulatory Standing	I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies, Federal or state, that regulate any part of our business operations. If not, please explain in the next attribute question.	Yes
48	Regulatory Standing	Regulatory Standing explanation of no answer on previous question.	
49	Antitrust Certification Statements (Tex. Government Code § 2155.005)	<p>By submission of this bid or proposal, the Bidder certifies that:</p> <p>I affirm under penalty of perjury of the laws of the State of Texas that:</p> <p>(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;</p> <p>(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. &amp; Comm. Code Chapter 15;</p> <p>(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;</p> <p>(4) Neither I nor any representative of the Company has</p>	(No Response Required)

directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

50 Suspension or Debarment Instructions

Instructions for Certification: By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions. (No Response Required)

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is

not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

51 Suspension or Debarment Certification

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above. Yes  
and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.  
By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

52 Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Yes

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov). VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities) U.S. Departments, including the USDA are equal opportunity provider, employer, and lender. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

53 2 CFR PART 200 Contract Provisions Explanation

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members: following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

(No Response Required)

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain

provisions covering the following, as applicable.

54 2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold Yes  
currently set at \$150,000, which is the inflation adjusted  
amount determined by the Civilian Agency Acquisition  
Council and the Defense Acquisition Regulations Council  
(Councils) as authorized by 41 U.S.C. 1908, must address  
administrative, contractual, or legal remedies in instances  
where contractors violate or breach contract terms, and  
provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are  
expended by ESC Region 8 and TIPS Members, ESC  
Region 8 and TIPS Members reserves all rights and  
privileges under the applicable laws and regulations with  
respect to this procurement in the event of breach of  
contract by either party.

Does vendor agree?

55 2 CFR PART 200 Termination

Termination for cause and for convenience by the grantee Yes  
or subgrantee including the manner by which it will be  
effected and the basis for settlement. (All contracts in  
excess of \$10,000)

Pursuant to the above, when federal funds are expended  
by ESC Region 8 and TIPS Members, ESC Region 8 and  
TIPS Members reserves the right to terminate any  
agreement in excess  
of \$10,000 resulting from this procurement process for  
cause after giving the vendor an appropriate opportunity  
and up to 30 days, to cure the causal breach of terms and  
conditions. ESC Region 8 and  
TIPS Members reserves the right to terminate any  
agreement in excess of \$10,000 resulting from this  
procurement process for convenience with 30 days notice  
in writing to the awarded vendor. The vendor  
would be compensated for work performed and goods  
procured as of the termination date if for convenience of  
the ESC Region 8 and TIPS Members. Any award under  
this procurement process is not exclusive and the ESC  
Region 8 and TIPS reserves the right to purchase goods  
and services from other vendors when it is in the best  
interest of the ESC Region 8 and TIPS.

Does vendor agree?

56 2 CFR PART 200 Clean Air Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Yes  
Water Pollution Control Act (33 U.S.C. 1251-1387), as  
amended—Contracts and subgrants of amounts in excess  
of \$150,000 must contain a provision that requires the  
non-Federal award to agree to comply with all applicable  
standards, orders or regulations issued pursuant to the  
Clean Air Act (42 U.S.C. 7401-7671q) and the Federal  
Water Pollution Control Act as amended (33 U.S.C.  
1251-1387). Violations must be reported to the Federal  
awarding agency and the Regional Office of the  
Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal  
funds are expended by ESC Region 8 and TIPS Members,  
ESC Region 8 and TIPS Members requires that the  
proposer certify that during the term of  
an award by the ESC Region 8 and TIPS Members  
resulting from this procurement process the vendor agrees  
to comply with all of the above regulations, including all of  
the terms listed and referenced therein.

Does vendor agree?

57 2 CFR PART 200 Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Yes

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

58 2 CFR PART 200 Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Yes

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify that it is in compliance with the Clean Air Act?

59 2 CFR PART 200 Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Yes

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

60 Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds I HAVE NOT Lobbied per above

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. undersigned certifies, to the best of his or her knowledge and belief, that:

(1)No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2)If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3)The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

61 Lobbying Report Standard Form-LLL, "disclosure Form to Report Lobbying,"

ONLY IF you answered "I HAVE Lobbied per above" to attribute #60, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

(No Response Required)

62 Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

YES



- 63 If yes to the above question OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements? YES
- If yes to the above question OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?
- Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (b)Affirmative steps must include:(1)Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2)Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3)Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4)Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5)Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6)Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

64 Davis-Bacon Act compliance.

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

BY SUBMITTING A PROPOSAL FOR THIS SOLICITATION, the Vendor agrees, AS REQUIRED BY LAW, to comply with the Davis Bacon Act, IF APPLICABLE.

65 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

By submitting a proposal to this solicitation, and IF the customer is utilizing federal funds as described above, the Vendor agrees to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

66 Indemnification

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."

Yes

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

67 Remedies

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Yes, I Agree

Do you agree to these terms?

68 Remedies Explanation of No Answer

69	Choice of Law	<p>The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.</p> <p>THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
70	Jurisdiction and Service of Process	<p>Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
71	Alternative Dispute Resolution Explanation of No Answer		
72	Infringement(s)	<p>The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
73	Infringement(s) Explanation of No Answer		

74	Acts or Omissions	<p>The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.</p>	Yes, I Agree
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Do you agree to these terms?

75 Acts or Omissions Explanation of No Answer

76	Contract Governance	<p>Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.</p>	Yes
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77	Payment Terms and Funding Out Clause	Payment Terms:	Yes
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TIPS or TIPS members shall not be liable for interest or late payment fees on past due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Do you agree to these terms?

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:  
will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students      you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at [NCJU@txdps.state.tx.us](mailto:NCJU@txdps.state.tx.us) and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.      form in the next attribute to complete entitled:  
Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

79 Texas Education Code Chapter 22 Contractor  
Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state. certify that: (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided. (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.



80	Texas Business and Commerce Code § 272 Requirements as of 9-1-2017	SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.	(No Response Required)
81	Texas Government Code 2270 Verification Form	<p>Texas Government Code 2270 Verification Form</p> <p>Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will be codified as Texas Government Code § 2270 and 808 et seq.</p> <p>The relevant section addressed by this form reads as follows:</p> <p>Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract engaged by ESC Region 8/The Interlocal Purchasing System (TIPS)</p> <p>4845 Highway 271 North Pittsburg,TX 75686</p> <p>Verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.</p> <p>AND</p> <p>Our company is not listed on and we do not do business with companies that are on the the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <a href="https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf">https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf</a></p> <p>I swear and affirm that the above is true and correct.</p>	YES
82	Solicitation Deviation/Compliance	Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?	Yes

83 Solicitation Exceptions/Deviations Explanation	<p>If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.</p> <p>TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.</p> <p>In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.</p>	
84 Agreement Deviation/Compliance	Does the vendor agree with the language in the Vendor Agreement?	Yes
85 Agreement Exceptions/Deviations Explanation	<p>If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.</p>	

Line Items		
Response Total:		\$0.00

## REFERENCES

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

**Please verify your references are current and valid, as they are a SIGNIFICANT required evaluation component of the evaluation process, and the evaluation cannot be completed without responses from these references when we contact them.**

You may provide more than three (3) references.

Entity Name	Contact Person	VALID EMAIL IS REQUIRED	Phone
Texas Department of Criminal Justice	Gary Tullos	Gary.Tullos@tdcj.texas.gov	936-437-7227
Texas Department of Health Services	Al Widdifield	Al.Widdifield@hhsc.state.tx.us	512-206-4622
Texas Historical Commission	Jesus Najar	Jesus.Najar@thc.state.tx.us	512-463-3297
Texas Military Department, Construction	John Veracruz	john.a.veracruz.mil@cfmo.mil.texas.gov	512-782-6717
Texas Historical Commission	Alesya Craig	Alesya.Craig@thc.state.tx.us	512-463-3297
Texas Historical Commission	Christi Duve	Christi.Duve@thc.state.tx.us	512-463-3297
Alamogordo Public Schools	Justin Burks	Justin.Burks@aps4kids.org	575-430-0138
Las Cruces Public Schools	Bobby Stout	bstout@lcps.net	575-527-6002
Carlsbad Municipal Schools	Don Owen	don.owen@carlsbad.k12.nm.us	575-234-3300
Richardson ISD	Scott Porter	scott.porter@risd.org	214-476-2730
McKinney ISD	Justin Price	jtprice@mckinneyisd.net	972-979-4586
Wylie ISD	Mike Sproel	mike@gallaghertx.com	214-205-0392

**COMPLETE ONLY IF OFFERER IS A CORPORATION,**  
**THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF**  
**PROPOSAL FORM/PROPOSAL FORM.**

12/12/18

---

DATE

Insert TIPS RFP # **181101**

**FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE MAY RESULT IN A  
WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT OF  
SUBMITTED MATERIALS.**

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS  
OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT  
CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), **you must make a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Pricing of solicited product or service may be deemed as public information under Chapter 552 Texas Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by ESC8 and TIPS is confidential and exempt from public disclosure.

**If you claim that parts of your proposal are confidential, complete the top section below.**

**I claim part of my proposal to be confidential and DO NOT desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.** The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

\_\_\_\_\_  
**Name of company claiming confidential status of material**

\_\_\_\_\_  
**Printed Name and Title of authorized company officer claiming confidential status of material**

\_\_\_\_\_  
**Address City State ZIP Phone**

ATTACHED ARE COPIES OF \_\_\_\_\_ PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL

Signature \_\_\_\_\_ Date \_\_\_\_\_

**OR** \_\_\_\_\_

**If you do not claim any of your proposal to be confidential, complete the section below only.**

**Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.**

**Steve Little**

**CEO**

**Printed Name authorized company officer**

**Title of authorized company officer**

**621 E. St Hwy 121 Coppell TX 75019 8665376034**

**Address City State ZIP Phone**

Signature  Date **12/12/18**



EARNING YOUR TRUST • PROTECTING YOUR FUTURE

July 18, 2018

Re: RL National Roofing Partners, LLC

Dear Sir or Madam:

I have been associated with RL National Roofing Partners, LLC since their inception in 2006. RL National Roofing Partners, LLC's bonding program supports individual projects up to \$2 million, subject to an aggregate backlog of \$4 million with International Fidelity Insurance Company, which is rated "A- VII" by A.M. Best.

At RL National Roofing Partners, LLC's request, we will consider issuing final bonds, based on contract documents satisfactory to both RL National Roofing Partners, LLC and the Surety, including reasonable terms, conditions, verification of financing and acceptable performance and payment bond forms. We will also take into consideration RL National Roofing Partners, LLC's financial conditions at the time of the project, and their current backlog. We may issue the bond provided that RL National Roofing Partners, LLC does not assume other commitments or acquire further information that will materially affect the capacity to perform the contract.

Please note this letter is NOT an assumption of liability, nor is it a bid bond or a performance or payment bond. It is issued solely as a bonding reference at the request of our client. It is understood, of course, that any arrangement for performance and payment bonds is a matter between RL National Roofing Partners, LLC and International Fidelity Insurance Company. We assume no liability to the recipient of this letter or any third parties if for any reason we do not provide performance and payment bonds of any kind.

We hope the above demonstrates our utmost confidence in RL National Roofing Partners, LLC. We anticipate no problems in providing the necessary Performance and Payment bonds for various projects.

Should you have any questions, please do not hesitate to call.

Best regards,

A handwritten signature in blue ink, appearing to read "Darrin J. Weber". The signature is fluid and cursive, with the first name "Darrin" being more prominent.

Darrin J Weber, CPA, CIC, CRM  
President & CEO



EARNING YOUR TRUST • PROTECTING YOUR FUTURE

May 24, 2018

Re: K Post Company

Dear Sir or Madam:

As bonding agent for K Post Company, I have been providing bonds since their inception.

K Post Company's bonding program supports individual projects up to \$5 million, subject to an aggregate backlog of \$14 million with International Fidelity Insurance Company, which is rated "A- VII" by A.M. Best.

Upon K Post Company's request, we will consider issuing final bonds, based on contract documents satisfactory to both K Post Company and the Surety, including reasonable terms, conditions, verification of financing and acceptable performance and payment bond forms. We will also take into consideration K Post Company's financial conditions at the time of the project, and their current backlog. We may issue the bond provided that K Post Company does not assume other commitments or acquire further information that will materially affect the capacity to perform the contract.

Please note this letter is NOT an assumption of liability, nor is it a bid bond or a performance or payment bond. It is issued solely as a bonding reference at the request of our client. It is understood, of course, that any arrangement for performance and payment bonds is a matter between K Post Company and International Fidelity Insurance Company. We assume no liability to the recipient of this letter or any third parties if for any reason we do not provide performance and payment bonds of any kind.

In our opinion, K Post Company is one of the finest, best managed construction firms in the country. K Post Company has handled each of its projects in a professional manner and completed all work satisfactorily.

We hope the above demonstrates our utmost confidence in K Post Company. We anticipate no problems in providing the necessary Performance and Payment bonds for various projects.

Should you have any questions, please do not hesitate to call.

Best regards,

A handwritten signature in blue ink, appearing to read "Darrin J. Weber".

Darrin J. Weber, CPA, CIC, CRM  
President & CEO





May 2, 2018

Balfour Beatty Construction  
3100 McKinnon Street, 10<sup>th</sup> floor  
Dallas, TX 75201

Re: **Axiom-Division 7, Inc.**  
**Bonding Qualification**

To Whom It May Concern:

Ownership of Axiom-Division 7, Inc. has asked us to provide information regarding the company's surety bonding capabilities.

We have had the good fortune of representing Axiom-Division 7, Inc. for surety bonding since 2011. Throughout this time, the company has completed a wide variety of construction projects for both public and private owners, enjoying a reputation of providing quality workmanship, on-time delivery and satisfied customers long after project completion.

Axiom-Division 7, Inc. maintains an ongoing surety bond program through Merchants Bonding Company (Mutual) with single projects bonded in excess of \$8,000,000 and an aggregate work program in excess of \$25,000,000. Merchants Bonding Company (Mutual) is listed as an approved surety on the US Treasury Listing, with an A.M. Best Rating of A VII. The surety bond rate for Axiom is based on a \$15.00 sliding rate scale.

Naturally, the decision to provide bonding is a matter between Axiom and the surety and is subject to review of final contract and/or subcontract terms and conditions, project financing commitments and other underwriting considerations inherent to the project.

We highly recommend your consideration of Axiom-Division 7, Inc. as contractor for your projects. We would be pleased to provide any additional information upon your specific request.

Sincerely,

MERCHANTS BONDING COMPANY (MUTUAL)

A handwritten signature in blue ink, appearing to read 'Jim W. Doyle'.

Jim W. Doyle  
Attorney-in-Fact

**MERCHANTS**  
**BONDING COMPANY**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Amanda Ivey; Andy D Prill; Annette Troseth; Benjamin Wells; Carl M Lovsted III; Carol Lowell; Chad M Epple; Deborah L Buss; Jeff Barrom; Jennifer Schultz; Jim S Kuich; Jim W Doyle; Julie M Glover; Larry A Petersen; Michael A Murphy; Patti White; S M Scott; Steve Wagner; Ted Baran; Teresa A Glombecki; Theresa A Lamb

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 9th day of February, 2018.

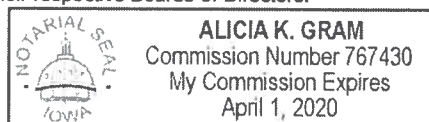


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this this 9th day of February 2018, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Alicia K. Gram*

Notary Public

(Expiration of notary's commission  
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 2nd day of May, 2018.



*William Warner Jr.*

Secretary



July 12, 2018

RE: Ben Hill Roofing and Siding Co., Inc.

Gentlemen:

In reference to the A.M. Best Rating for Philadelphia Indemnity Insurance Company, this letter is being provided at the request of Ben Hill Roofing and Siding Co., Inc.

The rating for Philadelphia Indemnity Insurance Company in the "Best's Key Rating Guide" is A++ XV and listed on the updated Department of the Treasury's Listing of Approved Sureties and registered with the Insurance Commissioner of the State of Georgia and licensed to issue bonds in the State of Georgia.

If you should need anything else, please don't hesitate to call me.

Sincerely,

A handwritten signature in blue ink, appearing to read "S. Lynn Sghiatte".

S. Lynn Sghiatte  
Attorney-In-Fact for  
Philadelphia Indemnity Insurance Company



April 18<sup>th</sup>, 2018

Re: Butcher & Butcher Construction Co., Inc.

To Whom It May Concern,

It has been the privilege of VTC Insurance Group and North American Specialty Insurance Company to provide surety bonds on behalf of Butcher & Butcher Construction Co., Inc. for over eleven (11) years, during which time Butcher & Butcher Construction Co., Inc. has performed and we have issued performance and payment bonds for contracts valued in the range of \$10,000,000.00. In our opinion, Butcher & Butcher Construction Co., Inc. remains properly financed, well equipped, and capably managed.

At the present time, North American Specialty Insurance Company provides a \$10,000,000.00 single project and a \$20,000,000.00 aggregate surety program to Butcher & Butcher Construction Co., Inc. all of which is currently available. The operating line is by no means a limit of bonding capacity, but is rather a parameter to efficiently handle routine needs. We would favorably consider any reasonable request because of Butcher & Butcher Construction Co., Inc.'s strong reputation. As always, North American Specialty Insurance Company reserves the right to perform normal underwriting at the time of any bond request, including, without limitation, prior review and approval of relevant contract documents, bond forms, and project financing. We assume no liability to owner or its affiliates if for any reason we do not execute such bonds.

Very truly yours,

North American Specialty Insurance Company

By:   
Susan L Small, Attorney-in-Fact



SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
WASHINGTON INTERNATIONAL INSURANCE COMPANY  
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Overland Park, Kansas each does hereby make, constitute and appoint:

ROBERT TROBEC, KATHLEEN M. IRELAN, IAN J. DONALD, JEFFREY A. CHANDLER, ALAN P. CHANDLER, SUSAN L. SMALL, T.J. GRIFFIN, JOHN L. BUDDE,

STEVEN K. BRANDON, TERENCE J. GRIFFIN, WILLIAM A. PIRRET, TERRI L. YOUNG and PATRICK E. WILLIAMS

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:


ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

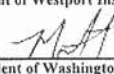
This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By   
Steven P. Anderson, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company  
& Senior Vice President of Westport Insurance Corporation

By   
Mike A. Ito, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company  
& Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 29TH day of March, 20 18.

North American Specialty Insurance Company  
Washington International Insurance Company  
Westport Insurance Corporation

State of Illinois  
County of Cook

ss:

On this 29TH day of March, 20 18, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President

of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



  
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 18 day of April, 2018.

  
Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company &  
North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation



July 17, 2018

Kevin M. Callans  
Crowther Roofing and Sheet Metal of Florida, Inc.  
2543 Rockfill Road  
Ft. Myers, FL 33916

Re: Crowther Roofing & Sheet Metal of Florida, Inc. – Bonding Letter

To Whom It May Concern:

We are the bonding agent for Crowther Roofing & Sheet Metal of Florida, Inc. They are bonded by Western Surety Company, an A XIII (Excellent) rated surety in the A.M. Best Guide. While each project is approved on its own merits, Crowther Roofing & Sheet Metal of Florida, Inc., have a single bond capacity of \$5,000,000.00, with an overall aggregate limit of \$35,000,000.00. We have been providing bonds for this client for over 25 years.

Crowther Roofing & Sheet Metal of Florida, Inc., has an excellent reputation in the community and we value them as a client. We welcome the opportunity to execute the necessary bonds provided they meet the current underwriting guidelines and the provisions are acceptable to Crowther Roofing & Sheet Metal of Florida, Inc. and Western Surety Company.

If we can be of service or should you have any questions, feel free to contact us.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kim Bragg".

Kimberly Bragg, Attorney-In-Fact  
Western Surety Company



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Kimberly Bragg , Individually**

of Chicago IL its true and lawful Attorney-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

Surety Bond No: Prequalification

Principal: Crowther Roofing and Sheet Metal of Florida Inc.

Obligee: N/A

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 1st day of December, 2015.



WESTERN SURETY COMPANY

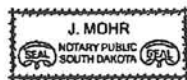
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 1st day of December, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 17th day of July, 2018.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.





7220 N 16<sup>th</sup> Street, Bldg K, Phoenix, AZ 85020

Phone: 480-878-4226

January 11, 2018

Re: Diversified Roofing

To whom it may concern:

The Guarantee Company of North America USA ("GCNA") handles the bonding requirements of Diversified Roofing. GCNA carries an "A", (Excellent) VIII" rating by A.M. Best Company and is listed in the Federal Register as an acceptable surety on Federal projects.

Please be advised that Diversified Roofing is held in the highest regard by GCNA and at present provides Diversified Roofing with a surety program of \$3,500,000 per individual project and \$7,000,000 aggregate of all projects. This program does not represent the maximum level of surety support available, and as further underwriting information is received, these limits will be re-evaluated in anticipate of greater levels of support as the needs arise.

If we are requested by our client to execute a faithful performance and labor and material payment bond as required by the terms of any contract awarded to them for any project, we can foresee no difficulty in fulfilling such a request subject to our normal underwriting conditions. This letter is not an assumption of liability, nor is it a bid bond or performance bond. It is issued only as a prequalification letter and bonding reference as requested by our client.

Please contact me at (480) 878-4226 in the event additional assistance regarding Diversified Roofing and its ability to perform work of the type and magnitude proposed as projects are considered.

Constructors Bonding, Inc.

A handwritten signature in black ink, appearing to read 'Jennifer Castillo', is written over the printed name and title.

Jennifer Castillo  
Account Executive



UNDERSTAND. SERVICE. INNOVATE.

February 7, 2018

Re: Douglass Colony Group

To Whom it May Concern:

Surety bonds for Douglass Colony Group are written through Western Surety Company a subsidiary of CNA Surety Company since 1997. Due to the strong financial strength of this organization we have agreed to bond projects in excess of \$10,000,000 with an aggregate of \$25,000,000.00. This is merely a working parameter and does not constitute maximum bond capacity.

The Western Surety Company is listed in the most recent issue of the Federal Register, Circular 570, US Treasury Department and possesses a current Best rating of "A" with a financial rating of XIII.

Our approval of any bond requests would be conditioned upon applicable underwriting considerations at the time of the bond request. This letter is not an assumption of liability. We have issued this letter only as a bonding reference requested by our client.

We strongly recommend Douglass Colony Group to you and should you need additional information please do not hesitate to let me know.

Sincerely,

A handwritten signature in blue ink, appearing to read "SCL", is written over a light blue horizontal line.

Cory Clauss  
Vice President / Surety



TOKIO MARINE  
HCC

**Surety Group**  
801 South Figueroa Street Suite 700  
Los Angeles, CA 90017 USA  
Tel: 310-649-0990

**July 20, 2018**

**National Roofing Partners**

621 E. St. Hwy 121, suite 400  
Coppell, TX 75019

**RE: DriTech Corporation**  
Bondability Letter

HCC Surety Group is a leading provider of surety bonds; comprised of American Contractors Indemnity Company, U.S. Specialty Insurance Company and United States Surety Company, is a subsidiary of HCC Insurance Holdings, Inc. (NYSE symbol: HCC), an international insurance holding company and a leading specialty insurance group since 1974. Based in Houston, Texas, HCC Insurance Holdings, Inc. has offices across the United States and in Bermuda, England and Spain. HCC Insurance Holdings, Inc. has assets of more than \$10.7 billion, shareholders' equity of over \$3.9 billion and is rated AA (Very Strong) by Standard & Poor's and A++ (Superior) by A.M. Best Company.

**DriTech Corporation** is a highly valued surety client of HCC Surety Group. We understand that you are considering them for future projects. Although we have not set a maximum single bond limit, we currently consider them for Payment and Performance Bonds in the \$3,700,000.00 single and \$7,000,000.00 aggregate range.

Please be advised that execution of all final bonds is subject to review and acceptance of the final contract terms, conditions, and financing by our client and HCC Surety Group at the time of each request. This letter does not guarantee the execution of any final bonds. The information contained herein is furnished as a matter of courtesy for your confidential use and is merely an expression of opinion as of the date of this letter. If you have any questions please do not hesitate to contact me at (702) 227-5727.

Best regards,

HCC Surety Group

Alicia M. Marasco  
Attorney in Fact



**POWER OF ATTORNEY**  
**AMERICAN CONTRACTORS INDEMNITY COMPANY    TEXAS BONDING COMPANY**  
**UNITED STATES SURETY COMPANY    U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

**Alicia M. Marasco, Jade Anderson, Mary Thompson or Kathleen Paula Murray of Las Vegas, Nevada**

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*\*\*\*Three Million\*\*\*\*\* Dollars (\$ \*\*3,000,000.00\*\*).**

This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

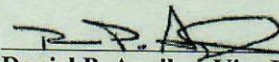
IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016.

**AMERICAN CONTRACTORS INDEMNITY COMPANY    TEXAS BONDING COMPANY**  
**UNITED STATES SURETY COMPANY    U.S. SPECIALTY INSURANCE COMPANY**

Corporate Seals



By:

  
**Daniel P. Aguilar, Vice President**

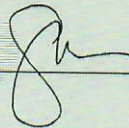
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles    SS:

On this 1st day of November, 2016, before me, Sabina Morgenstein, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  
WITNESS my hand and official seal.

Signature



(Seal)

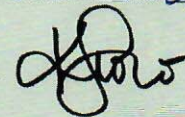


I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 20th day of July, 2018

Corporate Seals





**Kio Lo, Assistant Secretary**

Bond No. N/A  
Agency No. 13534





ROSE AND KIERNAN, INC.  
INSURANCE AND SURETY BONDS  
1173 Pittsford-Victor Road, Suite 147  
PITTSFORD, NY 14534  
www.rkinsurance.com  
PHONE 585/264-0520 \* FAX 585/249-5354

OFFICES LOCATED IN  
Beacon Kingston  
Buffalo Plattsburgh  
East Greenbush Port Henry  
Glens Falls Potsdam  
Johnson City Watertown

January 29, 2018

To Whom It May Concern:

RE: **Elmer W. Davis, Inc.**  
**Rochester, New York**

Dear Sir or Madam:

This correspondence serves as notice relative to Elmer W. Davis, Inc.'s surety capacity. Elmer W. Davis, Inc.'s single contract parameter is in excess of **\$20,000,000**, and their aggregate capacity is in excess of **\$40,000,000**.

Their current surety of record is Cincinnati Insurance Company. We are proud to be their agent of record since 2000.

In our judgment, Elmer W. Davis, Inc. has experienced, knowledgeable personnel and is financially sound.

Should you have any questions, please feel free to contact us at your personal convenience. We regard Elmer W. Davis, Inc. as one of the finest specialty construction firms in America.

Sincerely,

Rose & Kiernan, Inc.



David W. Cooper  
Vice President & Attorney-in-Fact



Brandy Thiesen &lt;bthiesen@gc-roofing.com&gt;

---

**GC Roofing**

---

**Derek Yoder** <derek.y@jwsuretybonds.com>  
To: Brandy Thiesen <bthiesen@gc-roofing.com>  
Cc: Patsy Tinsman <patsy@jwsuretybonds.com>

Mon, Oct 16, 2017 at 10:19 AM

Hi Brandy,

The GIA was sent in a separate email right before the one with the payment form. I have attached it again for you. Once we have that back we will process everything. Any questions please do not hesitate to ask.

Thanks,

Derek

-----



**Derek Yoder**

Senior Sales Executive

Contract and Commercial

6023A Kellers Church Road

Pipersville, PA 18947

Toll-free: +1-888-592-6631 ext 4326

Direct: +1-267-362-4326

Local: +1-215-766-1990

Fax: +1-215-766-1225

[derek.y@jwsuretybonds.com](mailto:derek.y@jwsuretybonds.com)  
[www.jwsuretybonds.com](http://www.jwsuretybonds.com)

---

**From:** Brandy Thiesen [mailto:[bthiesen@gc-roofing.com](mailto:bthiesen@gc-roofing.com)]  
**Sent:** Monday, October 16, 2017 1:13 PM  
**To:** Derek Yoder <[derek.y@Jwsuretybonds.com](mailto:derek.y@Jwsuretybonds.com)>  
**Cc:** Patsy Tinsman <[patsy@Jwsuretybonds.com](mailto:patsy@Jwsuretybonds.com)>  
**Subject:** RE: GC Roofing

[Quoted text hidden]

----- Forwarded message -----

From: Derek Yoder <[derek.y@jwsuretybonds.com](mailto:derek.y@jwsuretybonds.com)>  
To: "BThiesen@gc-roofing.com" <[BThiesen@gc-roofing.com](mailto:BThiesen@gc-roofing.com)>  
Cc: Patsy Tinsman <[patsy@jwsuretybonds.com](mailto:patsy@jwsuretybonds.com)>  
Bcc:  
Date: Mon, 16 Oct 2017 12:58:48 +0000  
Subject: Joshua Thiesen dba GC Roofing

Dear Joshua -

I am pleased to advise you that you have been pre-qualified for a Fast Track bonding line with Western Surety Company. This line will allow you bonds up to a \$400,000 single and aggregate limit at any one time. Each job will need to be approved by Surety.

*Before any bonds can be issued, the attached General Indemnity Agreement needs to be signed and e-mailed back to our office. Please take care of this promptly.*

When you are ready to bid your first job or have been awarded a job, please complete either a bid bond request form or a performance bond request form (both forms attached for your *future* use). If you are bidding a job, please try to give us as much time as possible to get your bid approved. Send the request form along with any bid specifications that you have as well as any special bond forms. Make sure that you include the Performance Bond/Payment Bond premium in your bid price.

*Attached is a procedure sheet that you may find helpful for your future bond requests.*

If you have been awarded a job and need a final bond, please send the request form along with the award letter and copy of contract. Premium is charged at 3% of the contract amount for final bonds.

We do not charge for bid bonds; however, we reserve the right to charge in the future if warranted.

Please don't hesitate to call me if you have any questions. I look forward to working with you.

Thank you.

---

**2 attachments**



**GC Roofing - GIA.pdf**  
34K



**noname.eml**  
55K





July 18, 2018

Nation Roofing Partners  
621 E State Highway 121 South, Suite 400  
Coppell TX 75019

RE: **GREENWOOD INDUSTRIES, INC.**  
**RFQ – Cooperative Partner Program for Public Markets**

To Whom It May Concern:

Please be advised that Western Surety Company is the surety of record for Greenwood Industries, Inc. We have provided their bonding on projects similar in size and scope to the project referenced above. In the event Greenwood Industries, Inc. is the successful low bidder and enters into a contract for the above referenced project, Western Surety Company is prepared to execute the required Performance and Payment bonds at 100% of the estimated construction cost. Alliant Insurance Services, Inc. is their broker of record.

Western Surety Company has an A.M. Best Rating of "A", and currently holds a Certificate of Authority as an acceptable surety company with the U.S. Department of the Treasury and is licensed to transact business in the Commonwealth of Massachusetts.

Naturally, the execution of any bonds is subject to our normal underwriting requirements, including but not limited to, review of the bond forms, contract terms, conditions and evidence on the adequacy of financing by our client and ourselves.

It is our understanding that this information will not be disclosed to other persons. Should you require further information or assurance, please do not hesitate to contact our office at (860) 269-2179.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Kathleen M. Flanagan", with a long horizontal flourish extending to the right.

Kathleen M Flanagan  
Surety Account Manager  
Construction Services Group



July 12, 2018

**RE:** Reference Letter for Harness Roofing, Inc.

To Whom It May Concern,

It is our pleasure to present Harness Roofing, Inc. to you in association with your pre-qualification process. We have bonded Harness Roofing, Inc. since 1990.

Currently, this contractor is bonded by Employers Mutual Casualty Company (EMCC), which has a treasury limit of \$137,856,000 along with an A.M. Best rating of "A XIV" (Excellent).

Subject to our normal underwriting considerations, EMCC will consider bid, performance, and labor and materials bonds for Harness Roofing, Inc. for single limits in the \$3,000,000 range with an aggregate limit in the \$15,000,000 realm. EMCC is also willing to consider supporting Harness Roofing, Inc. on jobs which exceed this range on a job by job basis.

This correspondence is for the sole purpose of providing a bonding reference and was requested by Harness Roofing, Inc. EMCC makes no representation about any assumption of liability, nor is there any intent or representation that this document is or could be considered a bid or performance bond.

If you have any questions regarding this account, please do not hesitate to contact our office.

Sincerely,

A handwritten signature in black ink, appearing to read "Ryan Crosby". The signature is fluid and cursive, with the first name "Ryan" being more prominent than the last name "Crosby".

Ryan Crosby  
Kansas City Bond Underwriter Trainee  
Ph. 913.523.7118  
Email: [Ryan.D.Crosby@EMCIns.com](mailto:Ryan.D.Crosby@EMCIns.com)

P.O. Box 25470 | Overland Park, KS 66225-5470 | 913.523.7100 Kansas City Branch | 501.228.3340 Little Rock Service Office | F 888.992.5139  
F 888.992.5140 Kansas City Branch Claims | F 888.992.5138 Little Rock Service Office Claims | F 888.992.5141 Underwriting | F 888.992.5142 Bonds | [www.emcins.com](http://www.emcins.com)

Employers Mutual Casualty Company  
EMCASCO Insurance Company  
EMC Reinsurance Company

Illinois EMCASCO Insurance Company  
Dakota Fire Insurance Company  
EMC Property & Casualty Company

Union Insurance Company of Providence  
Hamilton Mutual Insurance Company  
EMC Risk Services, LLC

EMC Underwriters, LLC  
EMC National Life Company (affiliate)

**BB&T – Landrum Yaeger**

P.O. Box 14099  
3375-B Capital Circle, NE  
Tallahassee, FL 32317  
(850) 386-2143  
(888) 328-1326 Fax

July 17<sup>th</sup>, 2018

National Roofing Partners  
621 E. State Hwy 121 South  
Suite 400  
Coppell, Texas 75019

RE: Surety Reference

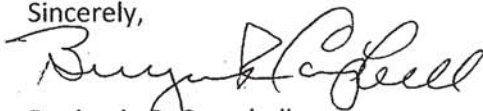
To Whom It May Concern:

I have had the pleasure of providing surety credit for Mike Harrell Roofing, Inc. for over 25 years. Mike Harrell Roofing, Inc. enjoys an excellent relationship with their surety, Westfield Insurance Company. Westfield Insurance Company is rated A XIV by A.M. Best Rating Service, is listed as acceptable on the Federal Register for single bonds up to \$109,244,000 and is licensed in the State of Florida.

Mike Harrell Roofing, Inc. has established surety credit of \$5,000,000 for single projects with an aggregate of \$10,000,000. At their request and subject to acceptable contract terms and bond forms we are prepared to issue the necessary Performance and Payment Bonds for any project they may be awarded.

If you need any additional information or documentation please do not hesitate to contact me.

Sincerely,



Benjamin R. Campbell  
Attorney-In-Fact for Surety

June 5, 2018

Mr. Greg Hayden  
Hayden Building Maintenance Corp.  
169 Western Highway  
West Nyack, NY 10994

Re: Letter of Surety

Dear Greg,

United States Fire Insurance Company, a subsidiary of Crum & Forster Insurance Company, is the surety for Hayden Building Maintenance Corp. They are a highly regarded and valued account of our company, and one that we strongly support and recommend.

United States Fire Insurance Company provides Hayden Building Maintenance Corp. with a surety program of \$7,500,000 single project size and \$15,000,000 aggregate amount of outstanding contracts.

We would favorably consider providing performance and payment bonds that may be required for Hayden Building Maintenance Corp. Such pre-qualification and approval would be conditioned upon applicable underwriting considerations such as: acceptable contract terms, acceptable payment and retainage terms, bond forms, confirmation of satisfactory financing and favorable review of current underwriting information at the time of the request. We assume no liability if for any reason we do not execute such bonds.

United States Fire Insurance Company is listed on the U.S. Treasury Department's Listing of Approved Sureties (Department Circular 570) with an A, XII rating from AM Best Company.

Surety contact information is as follows: Dexter Vincent, 101 Hudson Street, 32<sup>nd</sup> Floor, Jersey City, NJ 07302. Email: [Dexter.Vincent@cfins.com](mailto:Dexter.Vincent@cfins.com). Phone: 201-334-4726.

Very truly yours,

  
Anthony Pasciano  
Attorney in Fact, United States Fire Insurance Company





**POWER OF ATTORNEY  
UNITED STATES FIRE INSURANCE COMPANY  
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

01107415218

**KNOW ALL MEN BY THESE PRESENTS:** That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

*Anthony Basciano, Kenneth H. Fuirst, Jason Chauser Schiciano, Marc Joseph Spar*

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2019.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

**IN WITNESS WHEREOF,** United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 10<sup>th</sup> day of March, 2016.



**UNITED STATES FIRE INSURANCE COMPANY**

*A.R.R.*

\_\_\_\_\_  
Anthony R. Slimowicz, Senior Vice President

State of New Jersey }  
County of Morris }

On this 10<sup>th</sup> day of March 2016, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

**SONIA SCALA  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES 3/25/2019**

\_\_\_\_\_  
Sonia Scala

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

**IN WITNESS WHEREOF,** I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 5<sup>th</sup> day of June, 2018  
**UNITED STATES FIRE INSURANCE COMPANY**



*A. Wright*

\_\_\_\_\_  
Al Wright, Senior Vice President





One Park Place, Suite 400  
Albany, NY 12205

10 Sentry Parkway, Ste 300  
Blue Bell, PA 19422

**Anthony A. Destra**  
Managing Director

Construction Services  
NY State & Eastern PA  
Bond & Specialty Insurance  
215.274.1650  
[adestra@travelers.com](mailto:adestra@travelers.com)

July 23, 2018

Re: Houck Services, Inc.  
Pre-Qualified Bidders List

To Whom It May Concern,

Houck Services, Inc. is a highly regarded and valued client of Travelers Casualty and Surety Company of America. Travelers Casualty and Surety Company of America will consider single bonds in the \$4,000,000 range with a \$12,000,000 aggregate. Because of Houck Services, Inc. superior reputation, resources and financial status, Travelers Casualty and Surety Company of America would favorably consider projects in excess of these parameters.

In accordance with normal practice Travelers Casualty and Surety Company of America's willingness to extend suretyship will be based on the normal underwriting conditions at the time the bonds are requested and a review of the contract documents by Houck Services, Inc. and Travelers Casualty and Surety Company of America, as well as satisfactory evidence of financing of the project.

Please let us know if you have any further questions.

Sincerely,

Travelers Casualty and Surety Company of America

Christina M. Haggerty, Attorney-In-Fact

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of July, 20 18.

  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.





## POWER OF ATTORNEY

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company

Attorney-In Fact No.

232191

Certificate No. 007230072

**KNOW ALL MEN BY THESE PRESENTS:** That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Norman F. Basso, Karen G. Mummert, Christina M. Haggerty, Justin Leisure, and Lindsey Holby

of the City of York, State of Pennsylvania, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 17th day of May, 2017.

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company



State of Connecticut  
 City of Hartford ss.

By:

*Robert L. Raney*  
 Robert L. Raney, Senior Vice President

On this the 17th day of May, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
 My Commission expires the 30th day of June, 2021.



*Marie C. Tetreault*  
 Marie C. Tetreault, Notary Public





July 18, 2018

National Roofing Partners  
621 E. State Highway 121, Suite 400  
Coppell, TX 75019

RE: J Register Company, Inc.

To Whom It May Concern:

This is to advise you that Waldorff Insurance & Bonding, Inc. provides bonding for J Register Company, Inc. Their Surety is Nationwide Mutual Insurance Company, which has an A.M. Best Rating of A+ XV and is listed in the Department of the Treasury's Federal Register with an underwriting limit of \$1,205,022,000. The home office address is One West Nationwide Blvd. 1-04-701, Columbus, OH 43215.

J Register Company, Inc. is a financially strong, well-managed company and it is a pleasure to recommend them to you for your consideration. They have an excellent reputation with architects/engineers, owners, subcontractors, and suppliers and are considered to be an exceptional contractor in the area.

At this time, we would not anticipate a problem in bonding our client in the amount of \$35,000,000 for a single project or \$100,000,000 aggregately. The surety reserves the right to perform normal underwriting at the time of any bond request, including, without limitation, prior review and approval of relevant contract documents, bond forms, and project financing.

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Ben French', is written over a light blue circular stamp.

Benjamin French  
Vice President



1110 NORTHWEST 6<sup>th</sup> STREET  
GAINESVILLE, FL 32601

PHONE 352-374-7779  
FAX 850-581-4930

June 6, 2018

**RE: Kalkreuth Roofing & Sheet Metal, Inc.**

To Whom It May Concern:

It has been the privilege of **Wharton Surety Consultants, LLC** to provide surety bonds on behalf of **Kalkreuth Roofing & Sheet Metal, Inc.** for over 10 years, during which time **Kalkreuth Roofing & Sheet Metal, Inc.** has performed and we have issued performance and payment bonds for contracts valued in the range of **\$500,000 to \$10,000,000**. In our opinion, **Kalkreuth Roofing & Sheet Metal, Inc.** remains properly financed, well equipped, and capably managed.

At the present time, **Zurich American Insurance Company / Fidelity and Deposit Company of Maryland** provides a **\$ 10,000,000** single project / **\$ 110,000,000 million** aggregate surety program to **Kalkreuth Roofing & Sheet Metal, Inc.** Higher single project limits are available upon request. **Zurich American Insurance Company / Fidelity and Deposit Company of Maryland** reserves the right to perform normal underwriting at the time of any bond request, including, without limitation, prior review and approval of relevant contract documents, bond forms, and project financing. We assume no liability to any third party or its affiliates if for any reason we do not execute such bonds.

**Zurich American Insurance Company / Fidelity and Deposit Company of Maryland** is listed on the U.S. Treasury Department's Listing of Approved Sureties (Department Circular 570), and is rated **A+ (XV)** by A.M. Best Company.

Very truly yours,  
**Zurich American Insurance Company**  
**Fidelity and Deposit Company of Maryland**

By:

  
Lynn M. Wheelock, Attorney-in-Fact



**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **MICHAEL BOND, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Eric J. FOLLMAN, SR., Lynn M. WHEELLOCK, Nancy NIGRO and Fernanda L. DEPAOLANTONIO, all of Wayne, Pennsylvania, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 14th day of November, A.D. 2017.

**ATTEST:**

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: \_\_\_\_\_

*Joshua Lecker*  
Assistant Secretary  
Joshua Lecker

*Michael Bond*

Vice President  
Michael Bond

State of Maryland  
County of Baltimore

On this 14th day of November, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and JOSHUA LECKER, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Constance A. Dunn*

Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2019





## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 6th day of June, 20 18.



*David D. McVicker*

David McVicker, Vice President

### TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.  
Attn: Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056





March 6, 2018

**RE: Kodiak Roofing & Waterproofing, Inc**

To whom it may concern:

Great American Insurance Company has been providing all of the contract bonds for Kodiak Roofing & Waterproofing, Inc. since 2008. We have been pleased with our association with Kodiak Roofing & Waterproofing, Inc. and look forward to a continuing long-term relationship during the years to come.

Please be advised that we will consider bonds for Kodiak Roofing & Waterproofing, Inc. to \$15,000,000 single/\$40,000,000 aggregate. All Bid and Final Bonds are subject to review of the contract documents and underwriting conditions at the time of the bid or award.

Great American has an AM Best rating of A+ and financial size XV. The federal treasury limit for surety bonds is \$196,850,000.

You must understand, of course, that any arrangement for the bid or final bonds is a matter between the contractor and ourselves and we assume no liability to third parties or to you if for any reason we do not execute said bid or final bonds.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Larry Conner".

Larry Conner  
Bond Manager  
916-788-7261

July 17, 2018

Re: Prospect Waterproofing Company

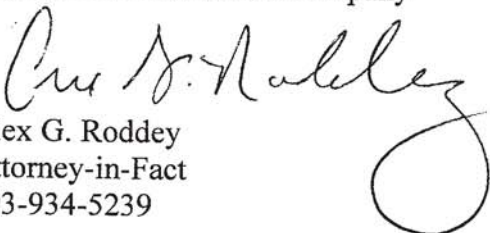
To Whom It May Concern:

The Hartford Fire Insurance Company has had the continuing privilege of providing performance and payment bonds to Prospect Waterproofing Company for over 25 years. The Hartford is currently providing a bonding program to Prospect Waterproofing Company of \$10,000,000 single job; \$50,000,000 total capacity.

In our opinion, Prospect Waterproofing Company is one of the finest, best managed construction firms in their industry. Prospect Waterproofing Company has handled each of its projects in a professional manner and completed all satisfactorily.

We hope the above demonstrates our utmost confidence in Prospect Waterproofing Company. We anticipate no problems in providing the necessary performance and payment bonds for them when needed. Please do not hesitate to give me call should you have additional questions.

Sincerely,  
Hartford Fire Insurance Company



Alex G. Roddey  
Attorney-in-Fact  
703-934-5239

**NHC****NIELSON, ROSENHAUS & ASSOCIATES**

A NIELSON HOOVER GROUP COMPANY

SMART. UNCOMPROMISING. TIMELY. EFFECTIVE. NIELSON, ROSENHAUS &amp; COMPANY, INC. SURETY SOLUTIONS THAT MAKE A DIFFERENCE.

July 20, 2018

National Roofing Partners (NRP)  
621 E. State Hwy 121, Suite 400  
Coppell, TX 75019

Re: Provincial South, Inc. DBA PSI Roofing  
Statement of Bondability

To Whom It May Concern:

This is to advise you that our office provides Bid, Performance, and Payment Bonds for Provincial South, Inc. DBA PSI Roofing. Their surety is Contractors Bonding and Insurance Company which carries an A.M. Best Rating of A+ XI and is listed in the Department of the Treasury's Federal Register.

Based upon normal and standard underwriting criteria at the time of the request, we should be in a position to provide Performance and Payment Bonds for projects up to \$15,000,000 for a single bond and \$30,000,000 in the aggregate. We obviously reserve the right to review final contractual documents, bond forms and obtain satisfactory evidence of funding prior to final commitment to issue bonds. We cannot assume liability to any third party, including you, if we do not execute said bonds.

Provincial South, Inc. DBA PSI Roofing is an excellent contractor and we hold them in highest regard. We feel extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

This letter is not an assumption of liability, nor is it a bid or performance and payment bond. It is issued only as a bonding reference requested by our respected client.

If you should have any questions, please do not hesitate to give me a call.

Sincerely,

Brett Rosenhaus  
Florida Licensed Agent

8401 Lake Worth Road

Suite 2-231

Lake Worth, FL 33467

P: 561.713.1453

F: 561.713.1455

[www.nielsonbonds.com](http://www.nielsonbonds.com)





The Cincinnati Insurance Company ■ The Cincinnati Indemnity Company  
The Cincinnati Casualty Company ■ The Cincinnati Life Insurance Company  
The Cincinnati Specialty Underwriters Insurance Company

William L. Phelan, AFSB  
Chief U/W Specialist  
Surety Department

July 23, 2018

National Roofing Partners  
321 E. State Hwy 121 South, Suite 400  
Coppell, TX 75019

To Whom It May Concern:

This letter will serve to confirm that The Cincinnati Insurance Company is Surety for Rackley Roofing Company, Inc. We have established an aggregate bonding capacity of \$6 million and single project limits of \$4 million.

As always, The Cincinnati Insurance Company reserves the right to perform normal underwriting at the time of any bond request, including, without limitation, prior review and approval of relevant contract documents, bond forms, and project financing. We assume no liability if for any reason we do not execute such bonds.

We feel Rackley Roofing Company, Inc. is a highly qualified contractor that has a reputation for successfully completing projects in a timely, professional manner. We have remained their surety since 2013 and highly recommend them.

The Cincinnati Insurance Company has been awarded an "A+" (Superior) rating from A.M. Best and are listed in the Financial Size Category of "XV" (\$2 Billion or greater).

Sincerely,

William L. Phelan, AFSB  
Chief U/W Specialist





USI Insurance Services  
6100 Fairview Road, Suite 800  
Charlotte, NC 28210  
704-543-0258 Local  
800-868-8834 Toll Free

June 1, 2018

Re: Our Client: Radco Construction Services, Inc.

We understand from our client, Radco Construction Services, Inc., that you would like an expression of their bonding capacity in order to validate their bond qualifications.

We have handled the bonding needs of Radco Construction Services, Inc for over twenty-five years. Their current bonding limits are \$2,000,000 single job/\$4,000,000 aggregate work program.


Subject to our acceptance of the terms and conditions of the contract, bond forms, financing and underwriting factors at the time of the bond request, Old Republic Surety Company anticipates no problem in being able to continue to provide for the surety needs of Radco Construction Services, Inc in whatever instances they might require.

We consider Radco Construction Services, Inc. to be one of the more outstanding contractors in this area and we recommend them highly. Radco Construction Services, Inc. is well managed, adequately equipped and sufficiently financed to handle any projects they are willing to undertake. They will also provide quality workmanship.

Please contact us should you have any questions.

Sincerely,

OLD REPUBLIC SURETY COMPANY

  
Jennifer C. Hoehn  
Attorney-In-Fact

/JCH



# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

WILLIAM J. QUINN, JENNIFER C. HOEHN, JOHN D. LEAK, III, SCOTT D. MATHERS, JENNIFER S. BEASLEY, JACQUELINE HAMPTON, JOHN J. DUFRESNE, OF CHARLOTTE, NC

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED  
FIVE MILLION DOLLARS(\$5,000,000)----- FOR ANY SINGLE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

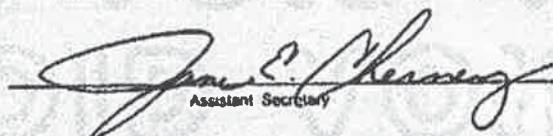
RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company  
(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or  
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or  
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

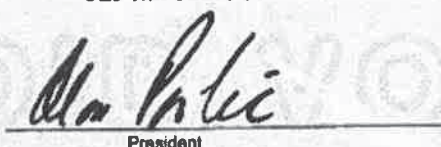
RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 6TH day of DECEMBER, 2017.

OLD REPUBLIC SURETY COMPANY

  
Assistant Secretary

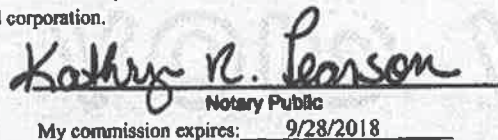


  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 6TH day of DECEMBER, 2017, personally came before me, Alan Pavlic and Jane E Cherney, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



  
Notary Public  
My commission expires: 9/28/2018

(Expiration of notary commission does not invalidate this instrument)

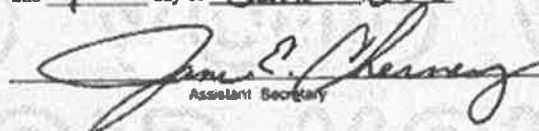
### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

87-6784



Signed and sealed at the City of Brookfield, WI this 1 day of June, 2018.

  
Assistant Secretary

USI INSURANCE SERVICES LLC

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.





HUB New Mexico

7770 Jefferson Street NE • Suite 101  
Albuquerque, NM 87109  
Toll-free: 800-800-5661

hubinternational.com

July 20, 2018

National Roofing Partners  
Rodney Shrader  
621 E. State Hwy 121 South, Suite 400  
Coppell, TX 75019

RE: The Walter Parker Company, LLC dba RoofCARE – *Bonding Capacity*

This letter will serve as verification that The Walter Parker Company, LLC dba RoofCARE qualifies for a bond program in the amount of \$1,500,000 single project with a \$3,000,000 aggregate. Bonds are currently underwritten and issued through Merchants Bonding Company (Mutual), which is on the Treasury's List of approved sureties.

As with any request for bonds, final approval will be based on appropriate underwriting information available at the time of such request. Please do not hesitate to call with any questions or to confirm this information (505) 828-4000.

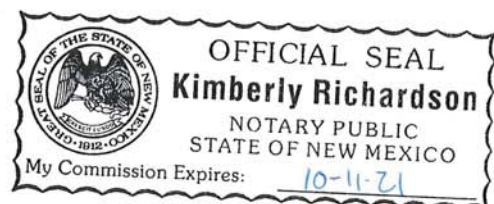
Sincerely,

Randi L. Morgan,  
Sr. Client Service Agent

NOTARY ACKNOWLEDGEMENT

Subscribed and sworn to before me a notary public in and for the County of Bernalillo, State of New Mexico, personally appeared Randi L. Morgan this 20th day of July, 2018.

Notary Public: **Kimberly Richardson**  
My Commission expires: **October 11, 2021**



Monday, July 23, 2018

P.O. Box 2190  
Alpharetta, GA 30023-2190  
(770) 664-6818, Fax (888) 827-9870

RE: The Roof Depot, Inc.

Since October 2009, BB&T Sidney O. Smith has had the continuing privilege of providing surety bonds for The Roof Depot, Inc. Their present surety is United States Fire Insurance Company which has an AM Best Rating of A XII and holds a current Federal Treasury listing of \$121,886,000.

The Roof Depot, Inc. has a bonding capacity on individual projects of \$5,000,000 and a total program capacity of \$15,000,000, with an average rate of ~1%. Currently, the remaining bonding capacity is \$10,000,000. This is by no means an indication of the maximum surety credit available to The Roof Depot, Inc. As always, United States Fire Insurance Company reserves the right to underwrite each surety obligation individually.

In our opinion, The Roof Depot, Inc. is one of the finest, best managed construction firms in the country. The Roof Depot, Inc. has handled each of its projects in a professional manner and completely all satisfactorily.

We hope the above demonstrates our utmost confidence in The Roof Depot, Inc. We anticipate no problems in providing the necessary performance and payment bonds for the above referenced project.

Please note that the decision to issue performance and payment bonds is a matter between The Roof Depot, Inc. and United States Fire Insurance Company, and will be subject to standard underwriting at the time of the final bond request, which will include but not be limited to the acceptability of the correct documents, bond forms, and financing. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

Should you have any questions, please do not hesitate to call (678) 566.8009.

Sincerely,



Rachel Fell  
Account Manager  
BB&T Sidney O Smith



Great American Tower 24  
301 East Fourth Street  
Cincinnati, OH 45202

GreatAmericanInsurance.com

Maxwell J. Miller  
Senior Underwriter  
direct 513 412 9176

April 27<sup>th</sup>, 2018

**Re:       Roofed Right America, LLC  
          Milwaukee, WI**

To Whom It May Concern,

We are providing this information at the request of our principal, Roofed Right America, LLC. Great American Insurance Group has been providing surety bonds for Roofed Right America, LLC since 2017.

Great American Insurance Group has an A.M. Best rating of A+ (Superior) with a financial size category of XV (\$2 Billion or greater). Our federal treasury limit for surety bonds is \$196,850,000.

Through our partnership with Roofed Right America, LLC we deem them to be a best in class contractor. Because of this, we look forward to working with them for many years to come and favorably view bond support on any upcoming projects. We have supported Roofed Right America, LLC on single projects approximating \$3,000,000 and a total work program in excess of \$8,000,000.

Any arrangement for surety bonds required by your firm is a matter between Roofed Right America, LLC and ourselves. We assume no liability to you or third parties if for any reason we do not execute performance and payment bonds.

If we can be of service, or should you have any questions, please feel free to contact me.

Very truly yours,

A handwritten signature in blue ink, appearing to read "m.j. miller", written over a horizontal line.

Maxwell Miller – Attorney in Fact  
Senior Underwriter



# GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by  
this power of attorney is not more than SEVEN

No. 0 20788

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
STEPHEN E. SULLIVAN	ALL OF	ALL
MAXWELL J. MILLER	CINCINNATI, OHIO	UNLIMITED
MICHAEL J. SCHOOSE		
PHILLIP S. LAIRD		
MICHAEL C. MCDONALD		
SARAH SPRIGGS		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 28TH day of APRIL, 2016.

Attest

GREAT AMERICAN INSURANCE COMPANY



*My L C. B.*

Assistant Secretary

*David C. Kitchen*

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 28TH day of APRIL, 2016, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



**Susan A. Kohorst**  
Notary Public, State of Ohio  
My Commission Expires 05-18-2020

*Susan A. Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

**RESOLVED:** That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

**RESOLVED FURTHER:** That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

## CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

day of



*My L C. B.*

Assistant Secretary

**WAGNER BONDING  
&  
INSURANCE, INC.**

**Re: Springer Peterson Roofing & Sheet Metal, Inc.**

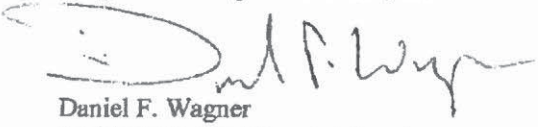
To whom it may concern,

We are the bonding agent for Springer Peterson Roofing & Sheet Metal, Inc. & have been for over 15 years. They are bonded by Developers Surety and Indemnity Company, an "AX" rated surety in the AM Best Guide. Springer Peterson Roofing & Sheet Metal, Inc. has an excellent reputation in the community and we have not had a problem on any bonded work. While each project is approved on its own merits, Springer Peterson Roofing, Inc. has the ability to bond single projects in excess of \$10,000,000 with an aggregate limit of \$20,000,000. Currently \$1,000,000.00 is obligated.

We welcome the opportunity to execute the necessary bonds provided they meet the current underwriting guidelines and the provisions are acceptable to both, Springer Peterson Roofing & Sheet Metal, Inc. and Developers Surety and Indemnity Company..

Should you have any questions or concerns, please do not hesitate to call.

Sincerely,  
Wagner Bonding & Insurance, Inc



Daniel F. Wagner  
Resident Florida Licensed Agent  
Attorney-In-Fact

P.O. Box 91147 Lakeland, FL. 33804  
Phone 863-859-9823  
Fax 863-815-1864

July 17, 2018

To Whom It May Concern,

RE: Star Roofing, Inc.

We submit this letter in recommendation of our valued client, Star Roofing, Inc. Minard-Ames Insurance Services LLC has arranged a surety program for Star Roofing, Inc. with Merchants Bonding Company (Mutual). They are a Treasury Listed, "A VIII" Best rated surety company and have been able to meet the surety needs of Star Roofing, Inc. They have responded to projects with bond requirements in the \$4,000,000 range, with an aggregate program of \$12,000,000.

We are confident that Star would not enter into any contract for which they were not qualified to undertake by reason of their experience, organization or financial responsibility. In our opinion, Star Roofing is capably staffed, properly financed and possesses very capable and successful management.

Bonds issued are always based on a satisfactory review of all contract documents, bond forms, verification of financing, and other current relevant underwriting information. Any arrangement for bonds is a matter between the contractor, surety and us. We assume no liability to third parties or to you if for any reason we do not execute said bond or bonds.

We are pleased to share with you our most favorable experience and regard for our client. Should you have any questions, please feel free to call our office.

Thank you.

Sincerely,



Lori L. Dawson-Brown  
Underwriting Executive



**Zurich North America**  
***Surety***

One Perimeter Park South, Suite 100N  
Birmingham, Alabama 35243

Phone: 205.970.6113  
Fax: 205.970.6300  
E-mail: [william.young@zurichna.com](mailto:william.young@zurichna.com)

January 8, 2018

RE: Thomas Industries, Inc.

To Whom It May Concern:


Zurich American Insurance Company and/or its subsidiary, Fidelity and Deposit Company of Maryland, provide surety credit to Thomas Industries, Inc.. Zurich/F&D is rated "A+" (Superior) with a financial size category of XV (\$2 billion+) by AM Best and has a US Treasury Limit exceeding \$700 million.

In the past, we have given consideration to bonding contracts on behalf of Thomas Industries, inc. in excess of \$3 million and aggregate surety programs in excess of \$5 million. If Thomas Industries, Inc. is awarded a contract and request that we provide the necessary Performance and/or Payment Bonds, we will be prepared to execute the bonds subject to our acceptable review of the contract terms and conditions, bond forms, appropriate contract funding and any other underwriting considerations at the time of the request.

Our consideration and issuance of bonds is a matter solely between Thomas Industries, Inc. and ourselves, and we assume no liability to third parties or to you by the issuance of this letter.

We trust that this information meets with your satisfaction. If there are further questions, please feel free to contact me.

Regards,



Wm. Jerome Young  
Senior Underwriting Officer

Bob Cirone



Jim King

Member  National Association of Surety Bond Producers

July 19, 2018

Weathercraft Company of Lincoln  
Attn: Joan  
PO Box 80459  
Lincoln, NE 68501

RE: NRP Partners Cooperative Program

Gene Lilly Surety Bonds has been the surety agent for Weathercraft and its affiliates for over 35 years. We have bonded projects in the \$ 5 million single project range with a \$15 million aggregate. This is not a limit to their bonding capacity, but merely a history of what has been required in the past.

Universal Surety Company of Lincoln Nebraska is listed with the Department of Treasury's Listing of Approved Companies and has an A.M. Best rating of "A".

We think very highly of this company and its principals and will support their surety needs. Please do not hesitate to contact us with any questions or if we can be of further service.

Best Regards,  
GENE LILLY SURETY BONDS, INC.



James M. King  
Executive Vice President

JMK/th





Bryan K Bullinger  
Travelers Bond  
Account Executive

(206)326-4254  
(206)326-4292  
1501 4<sup>th</sup> Ave Ste. 1000  
Seattle, WA 98101

July 17, 2018

National Roofing Partners  
Attn: Rodney Shrader  
621 E. St Hwy 121  
Ste 400  
Coppell, TX 75019

RE: Weatherguard, Inc. Bonding Program

Dear Mr. Schrader:

It has been the privilege of Travelers Casualty and Surety Company of America to provide surety bonds for Weatherguard, Inc. for over 15 years. During that time they have built and we have bonded projects in the multi-million dollar range for a wide variety of owners.

Weatherguard, Inc. currently has a bonding capacity of approximately \$2,000,000 for a single project. Their combined bonded and unbonded surety capacity is \$4,000,000 as measured by the value of uncompleted work. Specific project needs might take the single and aggregate program higher.

Please note the decision to issue payment and performance bonds is an issue between Weatherguard, Inc. and Travelers, and will be subject to our standard underwriting at the time of the final bond request, which will include but not be limited to the acceptability of the contract documents, bond forms and financing. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

Sincerely,

Bryan Bullinger  
Travelers Casualty and Surety Company of America

---

<sup>1</sup>Travelers is an A++(Superior) A.M. Best rated insurance company (Financial Size Category XV \$2 billion or more).





# National Roofing Partners

"Superior Service, National Coverage, Single Source"

## 2 YEAR WARRANTY TERMS

Attention: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PROJECT NUMBER: \_\_\_\_\_

DATE OF COMPLETION: \_\_\_\_\_

DATE OF EXPIRATION: \_\_\_\_\_

ITEMS UNDER GUARANTEE: \_\_\_\_\_

### **REPAIR/REPLACE ANY DEFECT, OR DEFICIENCY, RELATED TO THE SUBCONTRACT AGREEMENT SCOPE OF WORK ATTACHMENT "A" FOR A PERIOD OF TWO (2) YEARS.**

NRP ("National Roofing Partners") hereby warrants, subject to the terms and conditions set forth herein, that it will at no cost to Owner make all leak repairs result from defects in workmanship not covered by the manufacturer's warranty. The duration of this warranty is limited to **two years** from the date of installation. NRP shall, within this period, inspect and make emergency temporary repairs to stop leaks and make additional repairs within a reasonable time period. These repairs will be made during normal working hours. It is understood that the owner of this warranty must call the manufacturer to report all leaks. The manufacturer will contact NRP to inspect and make the necessary repairs according to these terms and conditions.

This guarantee is made under and subject to the following terms and conditions:

1. In order to obtain performance of any guarantee obligation, the Owner must first notify NRP of any repairs required under this guarantee. Notice may be given orally, but in order to pursue any claim that NRP has not honored this guarantee, notification of a leak must be given to NRP in writing at the address shown below promptly after a leak is experienced. NRP shall make repairs as soon as practicable upon notification of reported defects.
2. NRP will not be responsible for any leaks caused by (1) Acts of God; (2) structural elements of the building, including cracking, unusual movement, settlement, unusual deflection, deterioration and decomposition of walls, foundation or the roof deck; (3) faulty construction of parapet walls, copings, chimneys, skylights, vents, equipment supports, and other edge conditions and penetrations of the roofing work, unless such work was performed by NRP; (4) service to or maintenance of any rooftop equipment or traffic of any nature on the roof; (5) abuse, misuse, accident or negligence by any person other than NRP.
3. If after inspection NRP determines that repair work is due to one of the causes mentioned in paragraph 2 above or some other reason other than defect in workmanship or materials furnished NRP, NRP shall immediately notify the Owner and give to the Owner an estimated cost to perform the work required.



# National Roofing Partners

"Superior Service, National Coverage, Single Source"

## 2 YEAR WARRANTY TERMS

4. No work shall be done on said roof, including, but without limitation to openings made for flues, vents, drains, sign braces or other equipment fastened to or set on the roof, unless NRP shall be first notified and shall make, at the expense of the Owner, the necessary roofing application thereto. Failure to observe this condition shall render this guarantee null and void.

5. NRP shall not be liable or responsible for any loss or damage resulting from the failure to perform the services as herein provided when such failure is caused by fire, flood, strike or any other cause, which is unavoidable, or beyond its control.

6. Nothing in this guarantee shall render NRP liable in any respect for any damage to the Owner's building, or any contents thereof, or interruption of any business conducted in the building. It is the responsibility of the Owner to inspect ceilings and overhangs periodically for signs of leakage and to report promptly any such leakage.

### **NRP SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

7. This guarantee is intended solely for the benefit of the Owner named above and is not transferable or assignable by the Owner without the express written consent of NRP.

8. This guarantee shall not become effective until all bills for installation, supplies, repairs, or service in connection with the roofing system covered by this guarantee have been paid in full.

9. NRP's obligation to make repairs to leaks during the term of this guarantee is its sole and exclusive obligation to Owner. NRP shall have no obligation with respect to the roof upon expiration of the guarantee period set forth above.

THIS GUARANTEE IS GIVEN AND ACCEPTED IN LIEU OF ALL OTHER LIABILITY OR WARRANTIES ON THE PART OF NRP, EXPRESS OR IMPLIED, IN FACT OR IN LAW. ALL IMPLIED WARRANTIES AND SPECIFICALLY THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

10. In the event the Owner fails to pay an invoice for services, including base bid, retainage and/or change orders, performed pursuant to paragraph 3 within 60 days, NRP shall have no further obligation to perform any services hereunder and the Owner shall remain responsible for the payment of all invoices for work performed prior to the effective date of termination.

### **National Roofing Partners**

621 E. State Hwy 121  
Coppell, TX 75019

By: , Mike Genette  
Title: Director of Project Management

# GOLDEN SEAL TOTAL ROOFING SYSTEM WARRANTY

SERIAL NO.

DATE OF ISSUE:

BUILDING OWNER:

NAME OF BUILDING:

BUILDING ADDRESS:

DATE OF COMPLETION OF THE CARLISLE TOTAL ROOFING SYSTEM:

DATE OF ACCEPTANCE BY CARLISLE:

**Carlisle Roofing Systems, Inc.**, (Carlisle) warrants to the Building Owner (**Owner**) of the above described building, that; subject to the terms, conditions, and limitations stated in this warranty, Carlisle will repair any leak in the Carlisle Golden Seal™ Total Roofing System (**Carlisle Total Roofing System**) installed by a Carlisle Authorized Roofing applicator for a period of years commencing with the date of Carlisle's acceptance of the Carlisle Total Roofing System installation. However, in no event shall Carlisle's obligations extend beyond years subsequent to the date of substantial completion of the Carlisle Total Roofing System. See below for exact date of warranty expiration.

The Carlisle Total Roofing System is defined as the following Carlisle brand materials: Membrane, Flashings, Adhesives and Sealants, Insulation, Cover Boards, Fasteners, Fastener Plates, Fastening Bars, Metal Work, Insulation Adhesives, and any other Carlisle brand products utilized in this installation.

## TERMS, CONDITIONS, LIMITATIONS

- Owner shall provide Carlisle with written notice via letter, fax or email within thirty (30) days of the discovery of any leak in the Carlisle Total Roofing System. Owner should send written notice of a leak to Carlisle's Warranty Services Department at the address set forth at the bottom of this warranty. By so notifying Carlisle, the Owner authorizes Carlisle or its designee to investigate the cause of the leak. Should the investigation reveal the cause of the leak to be outside the scope of this Warranty, investigation and repair costs for this service shall be paid by the Owner.
- If, upon inspection, Carlisle determines that the leak is caused by a defect in the Carlisle Total Roofing System's materials, or workmanship of the Carlisle Authorized Roofing Applicator in installing the same, Owner's remedies and Carlisle's liability shall be limited to Carlisle's repair of the leak.
- This warranty shall not be applicable if, upon Carlisle's inspection, Carlisle determines that any of the following has occurred:
  - The Carlisle Total Roofing System is damaged by natural disasters, including, but not limited to, lightning, fire, insect infestations, earthquake, tornado, hail, hurricanes, and winds of (3 second) peak gust speeds of mph or higher measured at 10 meters above ground; or
  - 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:
  - The Carlisle Total Roofing System is damaged by any intentional or negligent acts, accidents, misuse, abuse, vandalism, civil disobedience, or the like.
  - Deterioration or failure of building components, including, but not limited to, the roof substrate, walls, mortar, HVAC units, non-Carlisle brand metal work, etc., occurs and causes a leak, or otherwise damages the Carlisle Total Roofing System; or
  - Acids, oils, harmful chemicals and the like come in contact with the Carlisle Total Roofing System and cause a leak, or otherwise damage the Carlisle Total Roofing System.
  - The Carlisle Total Roofing System encounters leaks or is otherwise damaged by condensation resulting from any condition within the building that may generate moisture.
- This Warranty shall be null and void if any of the following shall occur:
  - If, after installation of the Carlisle Total Roofing System by a Carlisle Authorized Roofing Applicator there are any alterations or repairs made on or through the roof or objects such as, but not limited to, structures, fixtures, solar panels, wind turbines, roof gardens or utilities are placed upon or attached to the roof without first obtaining written authorization from Carlisle; or
  - Failure by the Owner to use reasonable care in maintaining the roof, said maintenance to include, but not be limited to, those items listed on Carlisle's Care & Maintenance Information sheet which accompanies this Warranty.
- Only Carlisle brand insulation products are covered by this warranty. Carlisle specifically disclaims liability, under any theory of law, for damages sustained by or caused by non-Carlisle brand insulation products.
- During the term of this Warranty, Carlisle shall have free access to the roof during regular business hours.
- Carlisle shall have no obligation under this Warranty while any bills for installation, supplies, service, and warranty charges have not been paid in full to the Carlisle Authorized Roofing Applicator, Carlisle, or material suppliers.
- Carlisle'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.
- Carlisle shall not be responsible for the cleanliness or discoloration of the Carlisle Total Roofing System caused by environmental conditions including, but not limited to, dirt, pollutants, or biological agents.
- Carlisle shall have no liability under any theory of law for any claims, repairs, restoration, or other damages including, but not limited to, consequential or incidental damages relating, directly or indirectly, to the presence of any irritants, contaminants, vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like in the building or in the air, land, or water serving the building.
- This warranty shall be transferable upon a change in ownership of the building when the owner has completed certain procedures including a transfer fee and an inspection of the Roofing System by a Carlisle representative.

**CARLISLE DOES NOT WARRANT PRODUCTS UTILIZED IN THIS INSTALLATION WHICH IT HAS NOT FURNISHED; AND SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION AND PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY CARLISLE OR THE PRIOR EXISTING ROOFING MATERIAL OVER WHICH THE CARLISLE ROOFING SYSTEM HAS BEEN INSTALLED**

**THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OF THE CARLISLE TOTAL ROOFING SYSTEM OR ITS COMPONENTS. THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHICH EXTEND BEYOND THE FACE HEREOF. CARLISLE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS UNDER ANY THEORY OF LAW.**

BY: Robert H. McNeill

AUTHORIZED SIGNATURE

TITLE: Director, Technical and Warranty Services

**This Warranty Expires:**



**DURO-LAST®**

# 20-Year NDL Warranty

Warranty No. \_\_\_\_\_

## I. TERMS and CONDITIONS

Duro-Last®, Inc., (“Duro-Last”) grants this No-Dollar Limit (“NDL”) Warranty to the owner of a building (“Owner”) containing a **Duro-Last Roofing System (“Duro-Last System”)** installed by a Duro-Last Authorized Dealer/Contractor (“Contractor”), subject to the terms and conditions and limitations contained herein.

Duro-Last’s obligation during the 1<sup>st</sup> through 20<sup>th</sup> year shall be to repair any leak in the Duro-Last System caused by any defect in a component of the Duro-Last System or by the workmanship of the Contractor, but only as the workmanship relates to the installation of the Duro-Last System itself and not as it relates to other work performed, if any. Duro-Last’s obligation includes, at Duro-Last’s discretion, either the repair or replacement of part or all of the Duro-Last System and also includes the furnishing or cost of labor to repair the Duro-Last System provided the following conditions are met:

- A. Duro-Last and Contractor have been paid in full for the Duro-Last System, its installation and any outstanding invoices issued by Duro-Last that arise after the installation;
- B. The Duro-Last System has been approved by Duro-Last following inspection by an authorized Duro-Last Quality Assurance Technical Representative (“Duro-Last QA Tech Rep”), this No-Dollar Limit Warranty has been signed by a Duro-Last QA Tech Rep or Quality Assurance Manager, and the Contractor confirms that the Duro-Last System was installed in accordance with Duro-Last’s specifications and written installation requirements;
- C. The Owner has notified Duro-Last within 14 days of the discovery of any leak, failure or other alleged Duro-Last System defect. Owner must notify Duro-Last by calling the Duro-Last Quality Assurance Department at 1-866-284-9424, by e-mailing ws@duro-last.com, or by certified mail, return receipt requested;
- D. The Owner allows Duro-Last’s QA Tech Rep(s) and/or Duro-Last Contractor(s) access to the roof including, if necessary, the removal and replacement by Owner at Owner’s expense any and all obstructions, including but not limited to: rooftop gardens, earth, soil, pavers, ballast, decks, patio and walking surface materials, photovoltaic system, and other overburden; and
- E. Duro-Last authorizes the repair and, at Duro-Last’s option, either Duro-Last’s QA Tech Rep(s) or an authorized Contractor makes the repair.

## II. OWNER’S RESPONSIBILITIES

The Owner is not entitled to recover under this No-Dollar Limit Warranty unless Owner exercises reasonable and diligent care in the maintenance of the Duro-Last System, including but not limited to inspecting and maintaining the Duro-Last System regularly and as needed, including after storms or natural disasters, and for removing any debris from the Duro-Last System, rooftop, and adjacent areas, and maintaining and keeping all drains in working order and clear of debris and other obstructions.

## III. LIMITATIONS and EXCLUSIONS

- A. This No-Dollar Limit Warranty does not apply to a Duro-Last System installed on a single-family residence.
- B. Duro-Last shall not be liable for damages arising from defects in the design or construction of the building or roof assembly, including inadequate or insufficient drainage; nor shall Duro-Last be liable for any other products aside from the Duro-Last System.
- C. Duro-Last is not liable for any Duro-Last System failure nor for subsequent damages arising from Acts of God or causes outside Duro-Last’s control including, but not limited to:
  - 1) Damage caused by fire, lightning, hurricane, gale, hail, tornado, flood, earthquake, animals, insects; or
  - 2) Damage caused by accident, vandalism, intentional act, negligence or failure to use reasonable care, whether on the part of the Owner or another; or
  - 3) Damage caused by any unauthorized modification to the Duro-Last System including, but not limited to: damage caused by unauthorized components used in installation or repair, by additional equipment or structures added to or made a part of the roof, by traffic, or by chemicals not normally found in nature or the like; or
  - 4) Interior condensation and/or moisture entering the Duro-Last System through walls, copings, structural defects, HVAC systems, or any part of the building structure, including from adjacent buildings.
- D. Duro-Last does not warrant the watertightness of metal products that are located outside of the termination of the Duro-Last membrane.
- E. Duro-Last does not warrant against color change and/or pattern change and/or print change in the Duro-Last System.
- F. Duro-Last shall have no liability under any theory of law for any claims, repairs, or other damages relating to the presence of asbestos or any vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like on or in the Duro-Last System or in the building or in the air or water serving the building.
- G. This No-Dollar Limit Warranty is transferable to subsequent Owners only upon the express written consent of Duro-Last and at Duro-Last’s sole discretion. Duro-Last reserves the right to require an inspection of the Duro-Last

**OVER: CONTINUED ON BACK**



System prior to transfer of this No-Dollar Limit Warranty. The Owner (undersigned below) must pay a \$500 warranty transfer fee and must pay for any non-warranted repairs identified by Duro-Last during any pre-transfer inspection. A transfer of this No-Dollar Limit Warranty shall not be effective unless all outstanding Duro-Last invoices have been satisfied.

- H.** This No-Dollar Limit Warranty must be signed by a Duro-Last QA Tech Rep or Quality Assurance Manager. Coverage under the terms of this No-Dollar Limit Warranty begins on the Effective Date. The Effective Date is determined by Duro-Last. Failure of the Owner or Contractor to sign this No-Dollar Limit Warranty does not alter the Effective Date.
- I.** This No-Dollar Limit Warranty shall be governed by the laws of the State of Michigan without regard to principles of conflicts of law. Duro-Last and Owner hereby agree that the Circuit Court for the County of Saginaw, State of Michigan, or the United States Federal District Court for the Eastern District of Michigan in Bay City, shall have the exclusive jurisdiction to determine any and all disputes, or claims relating to this No-Dollar Limit Warranty and do hereby submit themselves to the sole personal jurisdiction of those Courts.
- J.** No claim, suit, or other proceeding arising out of or related to the Duro-Last products or these terms, including without limitation this No-Dollar Limit Warranty, may be brought by the Owner or anyone else after one (1) year from the date it accrues.
- K.** Duro-Last does not waive any rights under this No-Dollar Limit Warranty by refraining from exercising its rights in full in one or more instances.

**THIS NO-DOLLAR LIMIT WARRANTY AND THE RESPONSIBILITIES AND REMEDIES STATED HEREIN ARE EXPRESSLY AGREED TO BY OWNER AND DURO-LAST AND CONSTITUTE THE SOLE WARRANTY AND REMEDIES OF THE OWNER FOR ANY ALLEGED DEFECT OR FAILURE OF THE DURO-LAST SYSTEM, WHETHER MEMBRANE, ACCESSORIES, OR CONTRACTOR WORKMANSHIP.**

**THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EITHER EXPRESS OR IMPLIED IN FACT, LAW OR CUSTOM) THAT EXTEND BEYOND THE EXPRESS TERMS STATED IN THIS NO-DOLLAR LIMIT WARRANTY TO THE FULL EXTENT DISCLAIMER IS PERMITTED BY LAW. OWNER AND DURO-LAST TOGETHER JOINTLY DISCLAIM ANY OTHER OR FURTHER WARRANTIES EXCEPT THOSE INCLUDED IN THIS DOCUMENT. IN ANY EVENT, ANY IMPLIED WARRANTY THAT MAY ARISE BY LAW IS LIMITED IN DURATION TO THE TERM HEREIN. THE REPAIR, OR REPLACEMENT PROVIDED HEREIN IS EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES. DURO-LAST WILL HAVE NO LIABILITY TO ANYONE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION PROPERTY DAMAGE, LOST PROFITS, LOST USE OR ANY OTHER PECUNIARY DAMAGE, WHETHER DUE TO ANY DEFECT IN THE PRODUCTS, BREACH OF THIS AGREEMENT, DELAY, NON-DELIVERY, NON-PERFORMANCE, RECALL, OR ANY OTHER REASON. ALL CLAIMS FOR NEGLIGENCE AND FOR FAILURE OF ESSENTIAL PURPOSE ARE EXPRESSLY WAIVED, RELEASED, AND EXCLUDED.**

**THERE ARE NO THIRD-PARTY BENEFICIARIES TO THESE TERMS. OWNER ACKNOWLEDGES THESE LIMITATIONS AND WAIVERS, DECLARES THAT THEY HAVE BEEN READ AND UNDERSTOOD, AND AGREES TO BE SO BOUND. ANY PAYMENT FOR THE DURO-LAST SYSTEM OR REGISTRATION OF THE WARRANTY WITH DURO-LAST SIGNIFIES THAT THE OWNER HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO ALL TERMS.**

The Contractor is not an agent of Duro-Last and does not have authority to bind Duro-Last. If any Contractor or sales representative made any statements about Duro-Last, its products, services, obligations, or warranties, those statements cannot be relied upon by Owner or any other party and cannot be attributed to Duro-Last. Furthermore, no person may change or modify any terms or conditions of this No-Dollar Limit Warranty, unless in writing and signed by the authorized representative of the Owner and by a Duro-Last officer or by the Duro-Last Quality Assurance Manager.

**SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO SUCH A LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.** If any provision or individual term herein is invalid or unenforceable under any applicable law, the provision or term will be ineffective to that extent and for the duration of the illegality, but the remaining provisions and terms will be unaffected.

**DURO-LAST®. INC.**  
525 Morley Drive  
Saginaw, MI 48601

\_\_\_\_\_  
Signature of Duro-Last QA Tech Rep or QA Manager

\_\_\_\_\_  
Name of Building

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Address of Building

\_\_\_\_\_  
Owner (printed)

\_\_\_\_\_  
City, State & Zip of Building

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Building Designation

\_\_\_\_\_  
Contractor (printed)

\_\_\_\_\_  
Effective Date

\_\_\_\_\_  
Square Footage

\_\_\_\_\_  
Serial No.

\_\_\_\_\_  
Warranty No.



RED SHIELD



WARRANTY

## RED SHIELD ROOFING SYSTEM LIMITED WARRANTY

Warranty No.: \_\_\_\_\_ FBPCO#: \_\_\_\_\_ Square Footage: \_\_\_\_\_ s.f.

Building Owner: \_\_\_\_\_

Building Identification: \_\_\_\_\_

Building Address: \_\_\_\_\_

SAMPLE

Warranty Period Of: \_\_\_\_\_ Years, Beginning On: \_\_\_\_\_ Roofing Contractor: \_\_\_\_\_

For the warranty period indicated above, Firestone Building Products Company ("Firestone"), a division of BFS Diversified Products, LLC, a Delaware limited liability company, warrants to the Building Owner ("Owner") named above that Firestone will, subject to the Terms, Conditions and Limitations set forth below, repair any leak in the Firestone Roofing System ("System").

## TERMS, CONDITIONS AND LIMITATIONS

- Products Covered.** The System shall mean only the Firestone brand roofing membranes, Firestone brand roofing insulations, Firestone brand roofing metal, and other Firestone brand roofing accessories when installed in accordance with Firestone technical specifications by a Firestone-licensed applicator.
- Notice.** In the event any leak should occur in the System, the Owner must give notice in writing or by telephone to Firestone within thirty (30) days of any occurrence of a leak. Written notice may be sent to Firestone at the street address or fax number shown on the reverse side of this Limited Warranty. Evidence of this notice shall be the receipt by Owner of a Firestone Leak Notification Acknowledgement. By so notifying Firestone, the Owner authorizes Firestone or its designee to investigate the cause of the leak.
- Investigation.** If upon investigation, Firestone determines that the leak is not excluded under the Terms, Conditions and Limitations set forth in this Red Shield Roofing System Limited Warranty (the "Limited Warranty"), the Owner's sole and exclusive remedy and Firestone's total liability shall be limited to the repair of the leak. Should the investigation reveal that the leak is excluded under the Terms, Conditions and Limitations, the Owner shall be responsible for payment of the investigation costs. Failure by Owner to pay for these costs shall render this Limited Warranty null and void. Firestone will advise the Owner of the type and/or extent of repairs required to be made at the Owner's expense that will permit this Limited Warranty to remain in effect for the unexpired portion of its term. Failure by the Owner to properly make these repairs in a reasonable manner using a Firestone-licensed applicator and within 60 days shall render this Limited Warranty null and void.
- Disputes.** Any dispute, controversy or claim between the Owner and Firestone concerning this Limited Warranty shall be settled by mediation. In the event that the Owner and Firestone do not resolve the dispute, controversy or claim in mediation, the Owner and Firestone agree that neither party will commence or prosecute any suit, proceeding, or claim other than in the courts of Hamilton County in the state of Indiana or the United States District Court, Southern District of Indiana, Indianapolis Division. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts.
- Payment Required.** Firestone shall have no obligation under this Limited Warranty unless and until Firestone and the licensed applicator have been paid in full for all materials, supplies, services, approved written change orders, warranty costs and other costs which are included in, or incidental to, the System. In the event that repairs not covered by this Limited Warranty are necessary in the future, Firestone reserves the right to suspend this Limited Warranty until such repairs have been completed and the licensed applicator and/or Firestone has been paid in full for such repairs.
- Exclusions.** Firestone shall have no obligation under this Limited Warranty, or any other liability, now or in the future if a leak or damage is caused by:  
(a) Natural forces, disasters, or acts of God including, but not limited to winds in excess of 55 MPH, fires, hurricanes, tornadoes, hail, wind-blown debris, lightning, earthquakes, volcanic activity, atomic radiation, insects or animals; (b) Any act(s), conduct or omission(s) by any person, or act(s) of war, terrorism or vandalism, which damage the System or which impair the System's ability to resist leaks; (c) Failure by the Owner to use reasonable care in maintaining the System, said maintenance to include, but not limited to those items listed on the reverse side of this Limited Warranty titled "Building Envelope Care and Maintenance Guide"; (d) Deterioration or failure of building components, including, but not limited to, the roof substrate, walls, mortar, HVAC units, etc.; (e) Condensation or infiltration in, through, or around the walls, copings, rooftop, hardware or equipment, building structure or underlying or surrounding materials; (f) Any acid, oil, harmful chemical, chemical or physical reaction and the like which comes in contact with the System, which damages the System, or which impairs the System's ability to resist leaks; (g) Alterations or repairs to the System that are not completed in accordance with our published specifications, not completed by licensed contractor, and/or where current notification procedures were not followed; (h) The architecture, engineering, construction, or design of the roof, roofing system, or building. Firestone does not undertake any analysis of the architecture or engineering required to evaluate what type of roof system is appropriate; (i) A change in building use or purpose; (j) Deterioration to metal roofing materials and accessories caused by marine salt water atmosphere or by regular spray of either salt or fresh water. or (k) Failure to give proper notice as set forth in paragraph 2(a) above.
- Transfer.** This Limited Warranty shall be transferable subject to Owner's payment of the current transfer fee set by Firestone.
- Term.** The term of this Limited Warranty shall be for the period set forth above and such term shall not be extended under any circumstances.
- Roof Access.** During the term of this Limited Warranty, Firestone's designated representative or employees shall have free access to the roof during regular business hours. In the event that roof access is limited due to security or other restrictions, Owner shall reimburse Firestone for all reasonable cost incurred during inspection and/or repair of the System that are due to delays associated with said restrictions. Owner shall be responsible for the damage caused by, removal and replacement of any overburdens, superstrata or overlays, either permanent or temporary, excluding accepted stone ballast or pavers, as necessary to expose the system for inspection and/or repair.
- Waiver.** Firestone's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty.
- Governing Law.** This Limited Warranty shall be governed by and construed in accordance with the laws of the State of Indiana without regard to that State's rules on conflict of laws.
- Severability.** If any portion of this Limited Warranty is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.
- Effective Date.** This Limited Warranty shall be effective and apply to Systems sold after April 1, 2006.

FIRESTONE DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION THAT WERE NOT FURNISHED BY FIRESTONE. FIRESTONE SPECIFICALLY DISCLAIMS LIABILITY UNDER ANY THEORY OF LAW ARISING OUT OF THE INSTALLATION OF, PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY FIRESTONE.

THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND FIRESTONE HEREBY DISCLAIMS ALL SUCH WARRANTIES. THIS LIMITED WARRANTY SHALL BE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST FIRESTONE, AND FIRESTONE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGES TO THE BUILDING OR ITS CONTENTS OR THE ROOF DECK. THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF FIRESTONE. NO OTHER PERSON HAS ANY AUTHORITY TO BIND FIRESTONE WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

FIRESTONE BUILDING PRODUCTS COMPANY

By: \_\_\_\_\_

Authorized  
Signature: \_\_\_\_\_

SAMPLE

Title: \_\_\_\_\_

Firestone

## BUILDING ENVELOPE CARE AND MAINTENANCE GUIDE

(For Red Shield Warranted Roofing Systems)

**Congratulations** on your purchase of a Firestone Roofing System! Your roof is a valuable asset that should be properly maintained. **All roofs and roofing systems require periodic inspection and maintenance to perform as designed and to keep your Limited Warranty in full force and effect.**

1. The roof should be inspected at least twice yearly and after any severe storms. A record of all inspection and maintenance activities should be maintained, including a listing of the date and time of each activity as well as the identification of the parties performing the activity.
2. Proper maintenance and good roofing practice require that ponded water (defined as water standing on the roof forty-eight hours after it stops raining) not be allowed on the roof. Roofs should have slope to drain, and all drain areas must remain clean. Bag and remove all debris from the roof since such debris can be quickly swept into drains by rain. This will allow for proper water run-off and avoid overloading the roof.
3. The Firestone Roofing System should not be exposed to acids, solvents, greases, oil, fats, chemicals and the like. If the Firestone Roofing System is in contact with any such materials, these contaminants should be removed immediately and any damaged areas should be inspected by a Firestone Licensed Applicator and repaired if necessary.
4. The Firestone Roofing System is designed to be a waterproofing membrane and not a traffic surface. Roof traffic other than periodic traffic to maintain rooftop equipment and conduct periodic inspections should be prohibited. In any areas where periodic roof traffic may be required to service rooftop equipment or to facilitate inspection of the roof, protective walkways should be installed by a Firestone Licensed Applicator as needed to protect the roof surface from damage.
5. Some Firestone roofing membranes require maintenance of the surface of the membrane:
  - a. **Smooth-surfaced Firestone APP membranes** should be coated with an approved liquid coating, such as Firestone Aluminum Roof Coating or Firestone AcryliTop applied in accordance with Firestone specifications, in order to maximize the service life of the membrane. If this coating is not applied as part of the initial roofing installation, it should be applied within the first five years after the roof is installed to help protect the membrane from surface crazing and cracking. In addition, this coating should be maintained as needed to re-coat any areas that have blistered, peeled or worn through.
  - b. **Granule-surfaced Firestone APP and SBS membranes** do not normally require surface maintenance other than periodic inspection for contaminants, cuts or punctures. If areas of granular loss are discovered during inspection, these areas should be coated with Firestone AcryliTop or other Firestone-approved coating applied in accordance with Firestone specifications.
  - c. **Gravel-surfaced Firestone BUR membranes** do not normally require surface maintenance other than periodic inspection for contaminants or damage. If areas of gravel loss are discovered during inspection, gravel must be reinstalled into hot asphalt to protect the surface of the membrane. Coatings on smooth surface BUR membranes must be maintained as needed to re-coat any areas that have blistered, peeled or worn through.
  - d. **Firestone EPDM and TPO roofing membranes** do not normally require surface maintenance other than periodic inspection for contaminants, cuts or punctures. Occasionally, approved liquid roof coatings, such as Firestone AcryliTop, are applied to the surface of EPDM membranes in order to provide a lighter surface color. Such coatings do not need to be maintained to assure the performance of the underlying EPDM roof membrane, but some maintenance and re-coating may be necessary in order to maintain a uniform surface appearance.
  - e. **Firestone Una-Clad metal roofing panels and trim** do not normally require surface maintenance other than periodic inspection for contaminants or damage. In addition, periodic cleaning of the surface may be required to remove dirt and maintain the aesthetic appearance of the coated metal. Simple washing with plain water using hoses or pressure spray equipment is usually adequate. If cleaning with agents other than water is contemplated, several precautions should be observed: (1) do not use wire brushes, abrasives, or similar cleaning tools which will mechanically abrade the coating surface, and (2) cleaning agents should be tested in an inconspicuous area before use on a large scale.
6. All metal work, including counter-flashings, drains, skylights, equipment curbs and supports, and other Firestone brand rooftop accessories must be properly maintained at all times. Particular attention should be paid to sealants at joints in metal work and flashings. If cracking or shrinkage is observed, the joint sealant should be removed and replaced with new sealant.
7. Any alterations to the roof, including but not limited to roof curbs, pipe penetrations, roof-mounted accessories, and tie-ins to building additions must be performed by a licensed Firestone Licensed Applicator and reported to Firestone. Additional information and reporting forms for roof alterations are available at [www.firestonebpco.com](http://www.firestonebpco.com).
8. Should you experience a leak:
  - a) Check for the obvious: clogged roof drains, loose counterflashings, broken skylights, open grills or vents, broken water pipes.
  - b) Note conditions resulting in leakage. Heavy or light rain, wind direction, temperature and time of day that the leak occurs are all-important clues to tracing roof leaks. Note whether the leak stops shortly after each rain or continues to drip until the roof is dry. If you are prepared with the facts, the diagnosis and repair of the leak can proceed more rapidly.
  - c) Contact Firestone Warranty Claims at 1-800-830-5612 as soon as possible...but please don't call until you are reasonably sure that the Firestone Roofing System is the cause of the leak.

Firestone feels that the preceding requirements will assist you, the building owner, in maintaining a watertight roof for many years. Your roof is an investment, and maintenance is essential to maximize your return on this important investment.

**Firestone**  
BUILDING PRODUCTS  
**NOBODY COVERS YOU BETTER™**

310 East 96th St., Indianapolis, IN 46240  
1-800-428-4442 • 1-317-575-7000 • Fax 1-317-575-7100  
[www.firestonebpco.com](http://www.firestonebpco.com)

## GE Enduris\* 3500 silicone roof coating Roof Restoration Warranty - 20 Year

Building Owner: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Project Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Roof Size: \_\_\_\_\_  
Warranty No: **20HS-1127**  
Approved Applicator: **IES Coatings**  
Address: **1336 Whitehorse Road**  
City: **Greenville** State: **SC** Zip: **29605**  
Email: **ies@outlook.com** Phone: **864-593-7910**

### ROOFING LIMITED LABOR & MATERIAL WARRANTY

Momentive Performance Materials USA Inc. ("Momentive" or the "Company") produced and sold a silicone coating grade GE Enduris 3500 silicone roof coating series (the "Product") for the project referenced above (the "Project"). The Product(s) offers a variety of physical characteristics. Specifically, Momentive Performance Materials warrants to the building owner (the "Owner") for a period of **Twenty (20) years** from the date of substantial project completion, **(12/14/2016)** (the "Warranty Period"), Product will perform as a watertight weatherseal coating. This Limited Warranty covers only the products supplied and extends to you the Owner and may be conveyed to you by one of our authorized distributors, and may be transferred to subsequent owners for the term of the warranty. Momentive does not warrant the design of the Project, nor the workmanship with which the Product is used or applied by others, nor the suitability or performance of any Project components, including substrates, other than the Product specified above. In order to obtain this Roofing System Limited Warranty for the Product used, Owner and Applicator agree to the following with respect to the Project referenced above:

- (a) The Product is applied in strict compliance with Momentive Performance Materials' published application procedures, including all requirements set forth in its current Product Data Sheet and the Guide Specifications and Requirements; and
- (b) The Product is used with the substrate and/or materials which have been verified for compatibility and adhesion based on on-site review or testing and such substrate and/or materials are representative of the substrate and/or materials actually treated or used in the Project; and
- (c) The application of the Product is completed in accordance with the project drawings and/or specifications; and







## Warranty Program for GE Enduris Silicone Coatings

### Roofing Limited Labor & Materials Warranty

- (d) Field Tests are made and documented verifying adhesion under site conditions consistent with proper application, and the areas tested are representative of the substrate treated in the rest of the Project; and
- (e) Invoices from Momentive or one of its franchised distributors are supplied upon request to Momentive indicating a sufficient quantity of the Product has been purchased for the Project as determined using Momentive's published application guidelines and procedures; and
- (f) The Limited Warranty only applies to use of GE Enduris 3500 silicone roof coating Product(s) on institutional, commercial, industrial, and high-rise/multi-family residential buildings; and
- (g) The Product is applied within its stated shelf life.

This Limited Warranty shall become null and void if materials are substituted for those listed on the Warranty Pre-Approval and Application without Momentive's prior written approval of the substitute materials for compatibility and adhesion.

### EXCLUSIONS AND LIMITATIONS

Momentive Performance Materials USA Inc. ("Momentive" or the "Company") shall not be liable under this agreement or otherwise for damage due to:

1. Fire, cracks, or openings in the Roofing System substrate: settling, distortion, or other failure of the building structure; faulty, defective or improper building or structure design; natural causes including but not limited to floods, lightning, wind storms, hail, cyclones, hurricanes, tornadoes, earthquakes or other Acts of God or extraordinary or unusual events; or
2. Vandalism, Air / Water penetration through pinholes/cracks or any part of the building greater than 1/16" in width at its widest point or joint areas not adequately treated or finished, physical abuse; damage or attacks by third parties, foreign objects or agents, including plant or animal life; or
3. Damage that is caused by snow or ice removal or improper cleaning procedures; or
4. Alterations or additions to, encroachment upon, or erection of structures on Roofing System unless performed by an Approved Applicator or otherwise approved in advance in writing by Momentive; or any use of the Roofing System other than for its intended purpose; or
5. Failure to comply with the conditions specified in paragraphs A through G above; or



Licensed  
Products



## Warranty Program for GE Enduris Silicone Coatings

### Roofing Limited Labor & Materials Warranty

6. Color changes (fading, staining), natural weathering, due to the accumulation of dirt or other contaminants deposited on the Roof from the atmosphere, or from incompatible substrates; or
7. Temporary repairs to the Roofing System made by non Momentive approved personnel;
8. This limited warranty does not extend to costs associated with removal of any obstructions from the affected area that would hinder or impede repair of the Roofing System, or lift equipment necessary to gain access to the Roofing System. Any such costs shall be OWNER's sole responsibility.
9. This Limited Warranty becomes effective only upon payment in full to Momentive, its Distributor, and the Approved Applicator for all products and labor applicable to the project; or
10. Failure of the Owner or Lessee to use reasonable care in maintaining the roof. Said maintenance to include, but not limited to those items listed on this document.

#### REMEDIES

In the event of a claim under this limited warranty, you must notify Momentive within 30 days of the discovery of the claimed defect and provide Momentive with the opportunity to inspect the claimed conditions before any modification, alterations or changes in or to such material have been made. In the event that, following such inspection, it is determined that the Product failed to comply with this limited warranty, Momentive shall be responsible for the cost of replacement Product and the Labor to complete the repairs. No repairs or replacement of the Product shall result in extension of the Warranty Period. Any measurement of the "Covered Conditions" shall be made according to Momentive's standard procedures.

**MOMENTIVE SHALL NOT BE LIABLE FOR AND EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY DAMAGE TO THE CONTENTS OF THE STRUCTURE OR FOR CONSEQUENTIAL OR INCIDENTAL DAMAGE WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE. THIS LIMITED WARRANTY IS IN LIEU OF, AND MOMENTIVE EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, WHETHER STATUTORY, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE.**

The obligations set forth shall constitute the sole and exclusive liability of Momentive, and remedy the Owner, for the Roofing System, its application, maintenance, repair and replacement. In no event, whether based on contract, warranty, negligence, strict liability or otherwise, shall Momentive be liable for expenses for other work, loss or profit, and special, consequential, incidental or exemplary damages of any nature.



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Products



## Warranty Program for GE Enduris Silicone Coatings

### Roofing Limited Labor & Materials Warranty



Licensed  
Products

All obligations will terminate and Owner shall be responsible for ALL damages if OWNER fails to follow WARRANTY SERVICES PROCEDURES set forth below.

### WARRANTY SERVICE PROCEDURES

- a) Owner will immediately notify Momentive (800)428-7964 and Approved Applicator of any claimed roof system failure.
- b) Owner will confirm oral notice of claimed roof system failure(s) to Momentive in writing by certified mail to MOMENTIVE PRIOR TO THE WARRANTY EXPIRATION DATE.
- c) Owner hereby gives Momentive the right to inspect or have inspected the System and/or other areas specified for both covered and excluded roof system failures and will immediately confirm this authorization in writing.
- d) Owner shall pay cost of repairing ALL excluded roof system failures.

### TRANSFER OF WARRANTY

The unexpired portion of this limited warranty may be transferred to a subsequent owner of record only during the warranty period. To affect a transfer of this warranty, OWNER must notify Momentive in writing of the transfer within 30 days of the effective date of the change of ownership and must pay a fee of \$500. Any requested transfer of this warranty is expressly subject to (1) the completion by Momentive or designated party and Approved Applicator of a full inspection, unrestricted by the OWNER, of the premises constituting the project building(s) named on this warranty; and (2) the completion of any and all repairs by the OWNER which are deemed necessary by Momentive and/or Approved Applicator, in their sole discretion, following such inspection; and (3) if Momentive acknowledges in writing transfer of this warranty to the new Owner.

This Limited Warranty for the specific Project identified above is in lieu of all other warranties issued by Momentive regarding the performance of the Product, specifically but not limited to the current Standard Terms and Conditions of Sale, Specification Data Sheets and any and all written or oral communication regarding product test(s) or plan review(s). Other than as indicated above, Momentive's Standard Terms and Conditions of Sale remain in effect.



**Warranty Program for GE  
Enduris Silicone Coatings**

**Roofing Limited Labor  
& Materials Warranty**

**Arbitration**

Any claim or controversy between or among the parties arising out of or relating to the application described herein shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered into a court having jurisdiction.

**Note: Warranty not in effect unless signed by a representative of Momentive Performance Materials USA Inc. and by Owner and Approved Applicator of record; Momentive signing last.**

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Approved Applicator

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Momentive Performance Materials

\_\_\_\_\_  
DATE



Licensed  
Products



## Maintenance

Immediately after a major storm and/or after the roof has been accessed for maintenance repairs to AC units, satellites, antennas, etc., all areas should be inspected, including transition areas, flashings, vents, skylights and coping/parapets. In addition ALL gutters, scuppers and drains must be clean and free flowing.

If a tear or puncture hole is found, a 2" area should be cut away around the damaged area, if possible, and then filled with GE Enduris 3500 Silicone Roof Coating, GE Enduris Seam Sealant, GE SilPruf\* and/or GE UltraSpan\*. To ensure proper and expected future performance, it is imperative that all Momentive GE Silicone Roof Coating preparation instructions and application techniques are followed. Using other methods or materials that are not approved may void the warranty.

### DISCLAIMER:

THE MATERIALS, PRODUCTS AND SERVICES OF MOMENTIVE PERFORMANCE MATERIALS INC. AND ITS SUBSIDIARIES AND AFFILIATES (COLLECTIVELY "SUPPLIER"), ARE SOLD SUBJECT TO SUPPLIER'S STANDARD CONDITIONS OF SALE, WHICH ARE INCLUDED IN THE APPLICABLE DISTRIBUTOR OR OTHER SALES AGREEMENT, PRINTED ON THE BACK OF ORDER ACKNOWLEDGMENTS AND INVOICES, AND AVAILABLE UPON REQUEST. ALTHOUGH ANY INFORMATION, RECOMMENDATIONS, OR ADVICE CONTAINED HEREIN IS GIVEN IN GOOD FAITH, SUPPLIER MAKES NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, (i) THAT THE RESULTS DESCRIBED HEREIN WILL BE OBTAINED UNDER END-USE CONDITIONS, OR (ii) AS TO THE EFFECTIVENESS OR SAFETY OF ANY DESIGN INCORPORATING ITS PRODUCTS, MATERIALS, SERVICES, RECOMMENDATIONS OR ADVICE. EXCEPT AS PROVIDED IN SUPPLIER'S STANDARD CONDITIONS OF SALE, SUPPLIER AND ITS REPRESENTATIVES SHALL IN NO EVENT BE RESPONSIBLE FOR ANY LOSS RESULTING FROM ANY USE OF ITS MATERIALS, PRODUCTS OR SERVICES DESCRIBED HEREIN. Each user bears full responsibility for making its own determination as to the suitability of Supplier's materials, services, recommendations, or advice for its own particular use. Each user must identify and perform all tests and analyses necessary to assure that its finished parts incorporating Supplier's products, materials, or services will be safe and suitable for or waive any provision of Supplier's standard Conditions of Sale or this Disclaimer, unless any such modification is specifically agreed to in a writing signed by Supplier. No statement contained herein concerning a possible or suggested use of any material, product, service or design is intended, or should be construed, to grant any license under any patent or other intellectual property right of Supplier covering such use or design, or as a recommendation for the use of such material, product, service or design in the infringement of any patent or other intellectual property right.



Licensed  
Products

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WNT3500RFR20116



## Peak Advantage Guarantee

**Building Owner:**

Name  
Address  
City, State Zip

**Building Name:**

Name  
Address  
City, State Zip

**Guarantee Number:** *Sample - not issued*

**Expiration Date:**

**Approved Roofing Contractor:**

**Date of Completion:**

Name  
Address  
City, State Zip

**Terms & Maximum Monetary Obligation to Maintain a Watertight Roofing System.**

**Years:** \$

**Coverage:**

The components of the Roofing System covered by this Guarantee are:

**Total Squares:**

Section	Sqs.	Roof Type	Membrane Spec.	Layer 1	Insulation Type		Layer 3
					Layer 2		

Accessories:	Type	Product Name	Quantity
	Expand-O-Flash (1) Style:		lin. ft.
	Expand-O-Flash (2) Style:		lin. ft.
	Expand-O-Flash (3) Style:		lin. ft.
	Fascia Style:		lin. ft.
	Copings Style:		lin. ft.
	Gravel Stop Style:		lin. ft.
	Drains (1) Style:		ea.
	Drains (2) Style:		ea.
	Vents Style:		ea.

These Johns Manville Guaranteed components are referred to above as the "Roofing System" and ALL OTHER COMPONENTS OF THE OWNER'S BUILDING ARE EXCLUDED FROM THE TERMS OF THIS GUARANTEE, including any amendments thereto.

Johns Manville\* guarantees to the original Building Owner that during the Term commencing with the Date of Completion (as defined above), JM will pay for the materials and labor reasonably required in Johns Manville's sole and absolute discretion to repair the Roofing System to return it to a watertight condition if leaks occur due to: ordinary wear and tear, or deficiencies in any or all of the Johns Manville component materials of the Roofing System, or workmanship deficiencies only to the extent they arise solely out of the application of the Roofing System. Non-leaking blisters are specifically excluded from coverage. Should any investigation or inspection reveal the cause of a reported leak to be outside the scope of coverage under this Guarantee, then all such investigation and inspection costs shall be borne solely by the Building Owner.

#### WHAT TO DO IF YOUR ROOF LEAKS

If you should have a roof leak please refer to directions on the reverse side. Failure by the Building Owner to comply with any of the directions on the reverse side of this document will render the coverage provided under this Guarantee, including any applicable amendments and/or riders, null and void.

#### LIMITATIONS AND EXCLUSIONS

**This Guarantee is not a maintenance agreement or an insurance policy;** therefore, routine inspections and maintenance are the Building Owner's sole responsibility (see reverse side of this document). Failure to follow the Maintenance Program on the reverse side of this document will void the Guarantee in its entirety. This Guarantee does not obligate JM to repair or replace the Roofing System, or any part of the Roofing System, for leaks or appearance issues resulting, in whole or in part, from one or more of the following (a) natural disasters including but not limited to the direct or indirect effect of lightning, flood, hail storm, earthquake, tornados, hurricanes or other extraordinary natural occurrences and/or wind speeds in excess of 55 miles per hour; (b) misuse, abuse, neglect or negligence; (c) installation or material failures other than those involving the component materials expressly defined above as the Roofing System or exposure of the Roofing System components to damaging substances such as oil, fertilizers, or solvents or to damaging conditions such as vermin; (d) any and all (i) changes, alterations, repairs to the Roofing System, including, but not limited to, structures, penetrations, fixtures or utilities (including vegetative and solar overlays) based upon or through the Roofing System as well as any (ii) changes to the Building's usage that are not pre-approved in writing by JM; (e) failure of the Building substrate (mechanical, structural, or otherwise and whether resulting from Building movement, design defects or other causes) or improper drainage; (f) defects in or faulty/improper design, specification construction or engineering of the Building or any area over which the Roofing System is installed; (g) defects in or faulty/improper architectural, engineering or design flaws of the Roofing System or Building, including, but not limited to, design issues arising out of improper climate or building code compliance; or (h) in instances of a recover project, Johns Manville is not responsible for the performance of pre-existing materials that predated the recover. Instead, Johns Manville's sole responsibility in recover systems where JM materials are adhered to existing materials is limited to the installed recover JM Roofing materials up to the wind speed listed herein. Guarantee coverage is limited to replacing recover JM Roofing materials only (and not the pre-existing materials – which is the Owner's responsibility) as required to return the roofing system to a watertight condition due to a claim covered under the terms and conditions herein. Johns Manville is not responsible for leaks, injuries or damages resulting from any water entry from any portion of the Building structure not a part of the Roofing System, including, but not limited to, deterioration of the roofing substrate, walls, mortar joints, HVAC units and all other non-Johns Manville materials and metal components. Moreover, the Building Owner is solely and absolutely responsible for any removal and/or replacement of any overburdens, super-strata or overlays, in any form whatsoever, as reasonably necessary to expose the Roofing System for inspection and/or repair.

This Guarantee becomes effective when (1) it is delivered to Owner; and (2) all bills for installation, materials, and services have been paid in full to the Approved Roofing contractor and to JM. Until that time, this Guarantee is not in force, has no effect – and JM is under no obligation whatsoever to perform any services/work.

The Parties agree that any controversy or claims relating to this Guarantee shall be first submitted to mediation under the Construction Industry Arbitration and Mediation Rules of the American Arbitration Association (Regular Track Procedures) or to such other mediation arrangement as the parties mutually agree. No court or other tribunal shall have jurisdiction until the mediation is completed. In any action or proceeding brought against the Building Owner to enforce this Guarantee or to collect costs due hereunder, Johns Manville shall be entitled to recover its reasonable costs, expenses and fees (including expert witness' fees) incurred in any such action or proceeding, including, without limitation, attorneys' fees and expenses, and the Building Owner shall pay it.

TO THE FULLEST EXTENT PERMITTED BY LAW, JM DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND LIMITS SUCH WARRANTY TO THE DURATION AND TO THE EXTENT OF THE EXPRESS WARRANTY CONTAINED IN THIS GUARANTEE.

THE EXCLUSIVE RESPONSIBILITY AND LIABILITY OF JM UNDER THIS GUARANTEE IS TO MAKE REPAIRS NECESSARY TO MAINTAIN THE ROOFING SYSTEM IN A WATERTIGHT CONDITION IN ACCORDANCE WITH THE OBLIGATIONS OF JM UNDER THIS GUARANTEE. JM AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE BUILDING STRUCTURE (UPON WHICH THE ROOFING SYSTEM IS AFFIXED) OR ITS CONTENTS AND OR OCCUPANTS, LOSS OF TIME OR PROFITS OR ANY INCONVENIENCE, INJURY. JM SHALL NOT BE LIABLE FOR ANY CLAIM MADE AGAINST THE BUILDING OWNER BY ANY THIRD PARTY AND THE BUILDING OWNER SHALL INDEMNIFY AND DEFEND JM AGAINST ANY CLAIM BROUGHT BY ANY THIRD PARTY AGAINST JM RELATING TO OR ARISING OUT OF THE ROOFING SYSTEM OR JM'S OBLIGATIONS UNDER THIS GUARANTEE. JM AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY DAMAGES WHICH ARE BASED UPON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY OTHER THAN THE EXCLUSIVE LIABILITY SET FORTH IN THIS GUARANTEE. THIS GUARANTEE DOES NOT COVER, AND EXPLICITLY EXCLUDES, ANY AND ALL INJURIES, CLAIMS AND/OR DAMAGES RESULTING, IN WHOLE OR IN PART, FROM ANY WATER ENTRY FROM ANY PORTION OF THE BUILDING STRUCTURE INCLUDING, BUT NOT LIMITED TO, THE ROOFING SYSTEM.

No one is authorized to change, alter, or modify the provision of this Guarantee other than the Manager, Guarantee Services or authorized delegate. JM's delay or failure in enforcing the terms and conditions contained in this Guarantee shall not operate as a waiver of such terms and conditions. This Guarantee is solely for the benefit of the Building Owner identified above and Building Owner's rights hereunder are not assignable. Upon sale or other transfer of the Building, Building Owner may request transfer of this Guarantee to the new owner, and JM may transfer this Guarantee, in its sole and absolute discretion only after receiving satisfactory information and payment of a transfer fee, which must be paid no later than 30 days after the date of Building ownership transfer.

In the event JM pays for repairs which are required due to the acts or omissions of others, JM shall be subrogated to all rights of recovery of the Building Owner to the extent of the amount of the repairs.

Because JM does not practice Engineering or Architecture, neither the issuance of this Guarantee nor any review of the Building's construction or inspection of roof plans (or the Building's roof deck) by JM representatives shall constitute any warranty by JM of such plans, specifications, and construction or in any way constitute an extension of the terms and conditions of this Guarantee. Any roof inspections are solely for the benefit of JM.

JM does not supervise nor is it responsible for a roofing contractor's work except to the extent stated herein, and roofing contractors are not agents of JM.

\*JOHNS MANVILLE ("JM") is a Delaware corporation with its principal mailing address at P.O. Box 5108, Denver, Colorado 80217-5108.

By: Robert Wamboldt  
Title: Vice President & General Manager  
Roofing Systems Group

Attorney-in-Fact

## Addendum(s)

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Riders Here

SAMPLE



## Maintenance Program

In order to continue the coverage of this Guarantee, the following Maintenance Program must be implemented and followed:

1. Building Owner must notify JM Guarantee Services Unit (see below) immediately upon discovery of the leak and in no event later than ten (10) days after initial discovery of the leak, time being of the essence. Failure of the Building Owner to provide timely notice to JM Guarantee Services of any leak is a material ground for termination of the Guarantee.
2. In response to timely notice, JM will arrange to inspect the Roofing System, and
  - (i) If, in JM's sole and absolute opinion, the leak(s) is/are the responsibility of JM under this Guarantee (see Limitations and Exclusions), then JM will take prompt appropriate action to return the Roofing system to a watertight condition, or
  - (ii) If, in JM's sole and absolute opinion, the leak(s) is/are not the responsibility of JM under this Guarantee, then JM will advise the Building Owner within a reasonable time of the minimum repairs that JM believes are required to return the Roofing System to a watertight condition. If the Building Owner, at his expense, promptly and timely makes such repairs to the Roofing System (time being of the essence) then this Guarantee will remain in effect for the unexpired portion of its Term. Failure to make any of these repairs in a timely and reasonable fashion will void any further obligation of JM under this Guarantee as to the damaged portion of the Roofing System as well as any other areas of the Roofing System impacted by such failure.
3. In the event an emergency condition exists which requires immediate repair to avoid damage to the Building, its contents or occupants, then Building Owner may make reasonable, essential temporary repairs. JM will reimburse Building Owner for those reasonable repair expenses only to the extent such expenses would have been the responsibility of JM under the Guarantee.

There are a number of items not covered by this Guarantee that are the sole, exclusive responsibility of the Building Owner. In order to ensure that your new roof will continue to perform its function and to continue JM's obligations under the Guarantee, you must examine and maintain these items on a regular basis:

- Maintain a file for your records on this Roofing System, including, but not limited to, this Guarantee, invoices, and subsequent logs of all inspections performed and repairs that are made to the Roofing System.
- Inspect your Roofing System at least semi-annually. This is best done in the spring, after the Roofing System has been exposed to the harsh winter conditions, and, in the Fall after a long hot summer. It is also a good idea to examine the Roofing System for damage after severe weather conditions such as hailstorms, heavy rains, high winds, etc.
- Since these types of Roofing Systems typically have a low slope, they are easily examined. However, care must be taken to prevent falling and other accidents. JM expressly disclaims and assumes no liability for any inspections performed on the Roofing System.

### When checking the Roofing System:

- Remove any debris such as leaves, small branches, dirt, rocks, etc. that have accumulated.
- Clean gutters, down spouts, drains and the surrounding areas. Make certain they allow water to flow off the Roofing System. Positive drainage is essential.
- Examine all metal flashings and valleys for rust and damage that may have been caused by wind or traffic on the Roofing System, and make certain they are well attached and sealed. Any damaged, loose, or poorly sealed materials must be repaired by a JM Approved Roofing Contractor only.
- Examine the areas that abut the Roofing System. Damaged masonry, poorly mounted counter flashing, loose caulking, bad mortar joints, and any loose stone or tile coping can appear to be a membrane leak. Have these items repaired by a JM Approved Roofing Contractor if found to be defective.
- Examine the edges of the Roofing System. Wind damage often occurs in these areas. Materials that have been lifted by the wind need to be corrected by a JM Approved Roofing Contractor.
- Examine any roof top equipment such as air conditioners, evaporative coolers, antennas, etc. Make certain they do not move excessively or cause a roof problem by leaking materials onto the Roofing System.
- Check the building exterior for settlement or movement. Structural movement can cause cracks and other problems which in turn may lead to leaks in your Roofing System.
- Examine protective coatings; any cracked, flaking, or blistered areas must be recoated.

### Protecting your investment:

- Avoid unnecessary roof top traffic.
- If you allow equipment servicemen to go onto the Roofing System, advise them to be careful. Dropped tools, heavy equipment, etc. can damage the membrane. Log all such trips to the Roofing System.
- Do not allow service personnel to make penetrations into the Roofing System; these are to be made only by a JM Approved Roofing Contractor.

All the terms and conditions of this Guarantee shall be construed under the internal law of the state of Colorado without regard to its conflicts of law principles. Invalidity or unenforceability of any provisions herein shall not affect the validity or enforceability of any other provision which shall remain in full force and effect to the extent the main intent of the document is preserved.

This form is not to be copied or reproduced in any manner. This Guarantee is valid only in the United States of America.

**Guarantee Services**  
(800) 922-5922  
E-mail: [gsu@jm.com](mailto:gsu@jm.com)  
[www.jm.com/roofing](http://www.jm.com/roofing)

**Mailing Address:**  
Johns Manville  
Guarantee Services  
P.O. Box 625001  
Littleton, CO 80162-5001

**Shipping Address:**  
Johns Manville  
Guarantee Services  
10100 West Ute Avenue  
Littleton, CO 80127

Sarnafil

BUILDING TRUST



## 20 Year System Warranty

Warranty Serial No.: SAMPLE

### SIKA CORPORATION ROOFING WARRANTY FOR COMMERCIAL BUILDING

Building Owner: SAMPLE

Building Name: SAMPLE

Building Address: SAMPLE

Applicator: SAMPLE

Date of Substantial Completion: SAMPLE

Building/Area Name: SAMPLE

Used As: SAMPLE

Date of Inspection: SAMPLE

Telephone: SAMPLE

By: SAMPLE

Area Warranted: SAMPLE sq. ft.

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 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

- 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.
- 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.
- This warranty does not apply and may be null and void if any of the following occur:
  - 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 sixty mph, hurricane, or tornado, as defined by The National Weather Service, or other acts of God, or;
  - 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;
  - A deficient pre-existing condition or equipment is causing water entry, or
  - Metal work or other accessories or equipment is used in the Roofing and causes leaks, or;
  - 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;
  - 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;
  - 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;
  - Condensation accumulates in the roof assembly due to incorrect design or due to a reduction in the vapor barrier effectiveness, or;
  - 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;
  - The Roofing Membrane is damaged by contaminants and/or spills, or;
  - Deficient design applied to the Roofing Membrane such as membrane contact with incompatible materials and/or substrates, or;
  - The Owner fails to comply with every term and condition stated herein.
- During the period of this warranty, Sika Corporation, its agents and employees, shall have free access to the roof during regular business hours.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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: SAMPLE through: SAMPLE

SAMPLE  
Authorized Signature(1):

SAMPLE  
Date:

SAMPLE  
Authorized Signature(2):

SAMPLE  
Date:

## Subcontracting Plan and/or Explanatoin of Applicable Affiliate Relationships

### SUBCONTRACTING PLAN AND/OR EXPLANATION OF APPLICABLE AFFILIATE RELATIONSHIPS

National Roofing Partners is a professional roofing trade organization, comprised of over 60 independent commercial roofing companies throughout the U.S. This affiliation recognizes the need for complete regional/national coverage of consistent superior service from the most reputable, trustworthy, independent roofing contractors in the industry.

National Roofing Partners members are required to be a business that is actively engaged in the roofing and waterproofing contracting industry. In addition, members must meet the following criteria:

- independently-owned and operated;
- recognized in the industry as consistently providing an elevated level of customer service;
- maintain membership in the National Roofing Contractors Association (NRCA);
- have maintained a record of stability during its years of operation;
- have demonstrated high standards of ethical business conduct;
- have been in business in the roofing and waterproofing contracting industry for not less than ten years;
- have experienced construction personnel in its employ;
- be bondable;
- maintain a dedicated maintenance and repair service department or group and designate a specific contact person for maintenance and repair – related services;
- be recognized by leading product manufacturers as a quality contractor in the roofing and waterproofing contracting industry; and
- meet such other criteria as may be established from time to time by National Roofing Partners.

National Roofing Partners may add Member Contractors as market needs required. Potential members may be recommended by existing members or customers. Prior to consideration of membership, a site visit is required to review service capabilities, safety plans, and overall management commitment. Upon completion of the site visit, National Roofing Partners' board of directors must approve the recommendation. This process is consistent with both full Membership and Associate Membership levels.

Nationwide coverage is offered by a single call to National Roofing Partners which allows facility managers the peace of mind both for the reactive roofing emergencies and proactive roof asset planning. We dispatch the client's call and provide all the follow up with an Account Management Team (minimum of three team members) assigned specifically to the client. Our numerous locations nationwide, allows us the ability to reduce travel cost while utilizing our internal systems to provide common and consistent tracking along with Asset Management history for our clients. National Roofing Partners' communication is second to none. We provide a Personalized Web Based Portal to track 100% of your roof inventory. This includes roof diagrams, photos, budgets, and work order/invoice histories. Solving your roof leaks forever is as easy as one call.

We currently have 6 small business Partners that can perform as Prime or Subcontractor as seen below in Figure 1 – Small Business Partner Map, and are always looking to expand our Partner base with HUBs, MWBE's and SBE's. We understand the desire to have this available to TIPS-USA Members and will strive to add more.

#### FIGURE 1. Small Business Partner Map.

#### ADD MBE Map

In addition, we will work closely with local architects and engineers to deliver this contract to our mutual customer agencies and new customer agencies. The value is just as strong for architects and engineers to use this delivery method, with the ability to have mutual customers work with both their trusted designer / consultant and trusted roofing partner. We will work with them as we discover from Member



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### **Subcontracting Plan and/or Explanatoin of Applicable Affiliate Relationships**

value of this contract and how it saves everyone time and money while ensuring quality. The best time to do this will be during the Design Phase.

National Roofing Partners and Member Contractors will act as the prime contractor on any TIPS-USA related projects. A subcontractor plan will be submitted as required by TIPS-USA members prior to the start of any project. National Roofing Partners members, along with TIPS-USA member organizations will review the subcontractor plan prior to the start of the project. Modifications will be made as directed by TIPS-USA members to meet the requirement identified for the project.