

In other states, the client is responsible for meeting their state requirements.

COEFFICIENT is the contractors' coefficient multiplier that is applied to the local city cost index and the total sum of line item estimates for each individual Job Order. It will include all overhead items such as office, safety equipment, vehicles and fuel, computers, communication devices, printers, programs, insurance maintenance, two percent TIPS management fee, final site cleanup and all contingencies.

DELIVERY ORDER (DO) is the scope of services approved from the Job Order Proposal and reviewed and approved by the Client for the PO.

JOB ORDER is a line item estimate taken from a job order proposal using the coefficient and R.S. Means which, upon agreement to by the client member, becomes a lump sum fixed price contract and a notice to proceed for the stated scope attached to the purchase order.

JOB ORDER CONTRACTING (JOC) is a variable term indefinite delivery, indefinite quantity contract for construction services on an on call basis through negotiated line item delivery orders (job orders) to include minor construction, repair, renovation, alterations, maintenance projects and limited design for architectural and engineering services. It is based upon the contracts priced coefficient applied to the city cost index and the line items in the unit price book (RS Means). When the line items are agreed to it becomes a lump sum firm fixed price contract for that negotiated scope of services.

JOB ORDER PROPOSAL is the response from the contractor to the client member from the clients request for a specific project. It will contain the line item estimate for the project as defined in the UPB and include a written scope of work for services to be performed.

JOB ORDER PROPOSAL REQUEST is originated from the client and provides a general scope of project services or architectural drawings, a requested schedule and any special addendum requirements. From this information the contractor will develop the scope of work for his job order proposal.

NON PRE-PRICED ITEMS are those items that cannot be found or reasonably compared to listed line items in the UPB.

PREMIUM HOURS are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the member entity for each delivery order and noted in the delivery order proposal as a line item during negotiations.

REGULAR HOURS are defined as those hours between the hours of 7 AM and 6 PM Monday thru Friday.

UNIT PRICE BOOK (UPB) will be the current addition of RS Means Facilities Construction Cost Data or if published RS Means Job Order Contracting Cost Data – the published quarterly updates will be allowed.

PURCHASE ORDER is the TIPS member's approval providing the authority to proceed with the negotiated delivery order under the contract. Special terms and conditions as agreed to between the vendor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

SCOPE OF WORK (SOW) is the specific work that has been agreed to be undertaken and accomplished under the TIPS contract via the delivery order process.

Terms and Conditions

Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. 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.)

Contracts

All contracts and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

Contracts for purchase will normally be put into effect by means of a 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.

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 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 exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Assignments of contracts

No assignment of contract may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

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 contract.
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 participants 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 contract.

Renewal of Contracts

The contract is for one (1) year with an option for renewal for 2 consecutive years. Total term of contract can be up to 3 years if sales are reported through the contract and both parties agree.

Shipments

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking

number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

Payments

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

Pricing

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract.

All pricing submitted to TIPS shall include the participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. The normal fee is 2%, but can be negotiated with the Vendor.

Participation Fees

Vendor agrees to pay the participation fee for all contract 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 is responsible for keeping record of all sales that go through the TIPS contract. Failure to pay the participation fee will result in termination of contract. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

- 1. Indemnity for Personality Contracts.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, 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, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.
- 2. Indemnity for Performance Contracts.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, 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. Vendor further agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

Multiple Vendor Awards

TIPS reserves the right to award multiple vendor contracts for categories when deemed in the best interest of the TIPS membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

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 contract or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on contract at any time.

Purchase Order Pricing Deviation

If a deviation of pricing on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

Cancellation for non-performance or contract deficiency

TIPS may terminate any contract if TIPS Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any

obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the TIPS Member on demand.

TIPS Member Purchasing Procedures

Proposal Process: Vendor gives TIPS member scope of work and price.
Vendor gives TIPS scope of work, line item estimate and price.

Purchase Order Process:

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Contract Number". Purchase 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 Contract

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. 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.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of TIPS's contract with vendor unless and until an authorized representative of TIPS reviews and approves it.

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 contract. TIPS reserves the right to stop work and/or cancel contract 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 contract, a successor in interest must guarantee to perform all obligations under this contract. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual 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.

Stored materials

Upon prior written agreement between the contractor and Member, payment may be for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the contractor against loss or damage. Contractor agrees to provide proof of coverage and/or addition of Member as an additional insured upon Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Member and be separated from other materials. Member must allow reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Upon final acceptance by the Member, it shall be the Contractor's responsibility to protect all materials and equipment. The Contractor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.

Smoking

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

Invoices

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this contract by awarded vendor must have prior approval from TIPS.

Supplemental agreements

The entity participating in the TIPS contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract 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.

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 the RFP and any awarded contract thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting 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. TIPS shall have authority to conduct random audits of Awarded Vendor’s pricing that is offered to TIPS Members. 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. In the event of an audit, the requested materials shall be 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.

SERVICES

It is the intention of TIPS to establish an annual contract with highly qualified vendor(s) for **Job Order Contracting**. Vendor(s) shall, at the request of TIPS member, provide these products and/or covered services under the terms of this CONTRACT and the CONTRACT TERMS AND CONDITIONS. Vendor shall assist the end user TIPS member with making a determination of its individual needs, as stated below.

TIPS is seeking electronically sealed proposals for job order contracts for this procurement in accordance with Texas Government Code Chapter 2269, Subchapter (I) Job Order Contracting. The purpose of this procurement is to award job order contract(s) for the minor construction, repair, rehabilitation, or alternation of a facility for work of a recurring nature in which the delivery times are indefinite and indefinite quantities and orders are awarded substantially on the basis of pre-described and pre-priced tasks.

The contractor shall furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management and shall perform all operations necessary and required for construction work. All work shall be performed in accordance with the requirements set forth in the resulting contract and each mutually agreed upon work request or purchase order issued by TIPS client partner.

A contract will be established with standard specifications and pricing based upon a coefficient that is applied to a Unit Price Book (UPB). When a specific project or job order is issued, TIPS member and the contractor will agree on the scope of work and the cost is determined by applying the coefficient to the appropriate units in the UPB.

Information to Bidders

TIPS intends to enter into multiple Job Order Contracts to provide indefinite delivery, indefinite quantity (IDIQ) contracts for minor construction, renovation, repairs and alteration services. These contracts will be available for use by all public entities such as ESC's, ISD's, universities, city and county governments, community colleges, state and federal agencies in these United States and other jurisdictions. It may also be used by certain private non-taxed entities.

The contractor agrees to use, as required, Davis Bacon (See the UPB) or local wage rate that apply with some of the TIPS client members. The client member must supply any Davis Bacon or local wage rates requested.

The current annual edition of RS Means and quarterly adjustments will be the UPB used.

TIPS will receive **2% of the total revenue** from each PO executed under this contract. This fee will be included in the contractors priced coefficient and will not be issued as a separate line

item in any job order proposals issued to client members. This contract management fee will be required to be paid within thirty (30) days of the completion of any job order. If the job order has progress payments on large DOs the contractor will be required to pay in proportion to these payments within thirty (30) days of the invoice date.

RS Means will be the unit price for this contract using the RS Means right hand column ("Total Inc. O&P") and the most recent edition including any quarterly RS Means 12-digit line number. Contractors, at their expense, will make copies of the UPB available to the client member upon request via electronic or printed media.

While division one of the UPB will not be generally allowed, special requirements out of division one may be allowed with the approval of the client member and listed as a separate line item with an attachment giving an explanation as to the special need. One example would be a dedicated onsite safety officer and/or delivery order manager and/or superintendent at all times during construction. Unless this is very large DO, it would not be covered in the JOC coefficient. The mere signing of the Purchase Order without the noted exception and approval is not sufficient.

As defined, the contractor's bid coefficient shall include all overhead items such as office, safety equipment, vehicles and fuel, communication equipment, computers, printers, programs, insurance maintenance, two percent TIPS management fee, final site cleanup and all contingences. The contractor, at his expense and included as part of overhead, will provide adequate insurance coverage meeting at a minimum the statutory requirements. All project management, administration, and sufficient jobsite supervision are to be included in contractor's bid coefficient as well as any other main office or project overhead and profit items.

Items that are not found in the UPB will be listed as "non-pre-priced". This does not include previously discussed design and engineering costs. The contractor will provide three prices to establish the average bare cost for each item and add in the Overhead and Profit (OH/P) based upon the contractors coefficient. This line item will then be negotiated with the client member and as approved the item will then be added to the price book for future projects and no longer is non-pre-priced. The need for this special treatment needs to be addressed in the line item estimate and agreed to by the client member and TIPS.

Performance bonds will be required on all Job Orders over \$100,000 and payment bonds on all Job Orders over \$25,000 or meeting the client member's local and state requirements. A letter from a surety company that is licensed to do business in the state of Texas, or client member state, attesting to its willingness to bond your company for \$1 million dollars must be submitted. Contractors may need to provide additional capacity as job orders increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the client member and added to the purchase order.

SCOPE OF SERVICES

The specific scope of work for each job order shall be determined in advance and in writing between TIPS Client Member and Contractor.

It is okay if the client member provides a general scope, but the contractor should provide a written scope of work to the client member as part of the proposal. Once the scope of the job order is agreed to, the client member will issue a PO with the line item estimate referenced as an attachment along with bond and any other special provisions agreed to for the client member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

CONTRACT AND DOCUMENTS

The contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the contractor's proposal. Once signed, if the contractor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail.

The Unit Price Book (UPB) will be the current edition of RS Means Facilities Construction Cost Data or if published RS Means Job Order Contracting cost data. The current edition AIA Master Text specifications and all applicable national, state, and local laws, codes, standards and regulations shall be followed.

Other documents to be included are the contractor's proposals, task orders, purchase orders and any adjustments which have been issued.

PROJECT DELIVERY ORDER PROCEDURES

The client member, having approved and signed interlocal agreement, may make a request of the contractor under this contract when the 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 contractor shall make contact with the client as soon as possible, but must make contact with the client member within two working days. Contractor shall visit the member's site and conduct a walk-through/project scoping with the member's representative to define the scope. Contractor's representative shall perform due diligence to request and gather all available project relevant existing conditions and record

documents from client member to include, but not limited to, hazardous materials survey and other relevant documents.

The contractor and the member will agree on the time when the job order proposal will need to be reviewed for approval by the client member. The contractor will then prepare a job order proposal including a written scope of work using an automated software system that will provide a line item estimate of the individual tasks, the quantities, the city cost index, his bid coefficient, and any applicable cost additions including any possible division one line items and design work that may be required and in need of approval. Information on those division one items that may be included can be found in information for offerors.

Contractors will be required to submit Job Order proposals and shall provide a line estimate based upon their coefficient and the UPB for that SOW which must be reviewed and agreed to by the client member prior to their issuance of a PO and DO.

When design work is necessary, the A/E selection shall confirm and be based upon qualifications of the design personnel according to applicable state law for selection. The client member may select an architectural consultant or use their own design capabilities providing the plans to the contractor.

The line items taken from the UPB and the estimated quantities totaled will be modified with the application of the city cost index and the contractor's coefficient. Any adjustment factors from division one will be added to establish the final price agreed to for the project. Cost adjustment factors, as allowed, must clearly identify those individual tasks (line items) to which they are applicable and include corresponding percentage.

The client member will then review the proposal and if the member's representative is in agreement with the proposed pricing and schedule, then other terms and requirements of the job order will be issued that will contain the approved job order proposal (scope of work) and the Purchase Order ("PO"). The PO will include the lump sum price, start date, schedule and notice to proceed and will be signed by both parties as a lump sum fixed price contract. After the agreement is signed, a copy of the purchase order shall be sent to TIPS representative completing the contracting and interlocal requirements. Each job order proposal shall be good for a period of 30 days unless an extension is agreed to by both the contractor and client member.

SCHEDULING OF PROJECTS

Scheduling of projects will be accomplished when the client member issues a purchase order that will serve as "the notice to proceed" and will contain the job order as an attachment based upon the negotiated line estimate and approved Job Order proposal. For large projects a Construction Project Management (CPM) schedule should be included in the proposal. The

construction performance 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 contractor shall notify the client and have the client member inspect the work for acceptance under the scope and terms in the PO. The client will issue in writing any corrective actions that are required. Upon completion of these items the client will issue a completion notice and final payment will be issued.

SUPPORT REQUIREMENTS

If there is a dispute between the contractor and client, 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 contractors TIPS project files, documentation and correspondence.

The contractor will be required to furnish and maintain a field office in an awarded region. All of the expenses of maintaining these offices including furnishings, supplies, fax, and mobile and local phone services are the contractor's overhead responsibilities.

Utilities at the job sites will be furnished free of charge to the contractor by the client member. Water will be furnished free, with all of the taps, connections and associated equipment supplied free of charge to the contractor or supplied by the contractor and charged to the client. Upon project completion, the connections will be removed at the direction of the client.

Estimating Requirements: Awarded contractor must use Cost Works, JOC Works, RS Means Online, 4 Clicks, or Other approved estimating software. "Other software" than one of the four software programs listed above **must be approved by TIPS.**

Special Terms and Conditions

It is the intent of TIPS to contract with a reliable, high performance vendor 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.

- **Contracts:** All vendor purchase orders 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 Contract:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
 - **Daily Order Confirmation:** All contract purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
-

Check one of the following responses to the General Terms and Special Terms and Conditions:

We take no exceptions/deviations to the general and/or special terms and conditions.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

We take the following exceptions/deviations to the general and/or special terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on your exceptions/deviations below:

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Mr. David Mabe General Manager	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	david.mabe@tips-usa.com	Contact	David Mabe, Construction Contracts Manager	Contact
Phone	+1 (903) 243-4759	Department		Department
Fax	+1 (866) 749-6674	Building		Building
Bid Number	1012116	Floor/Room		Floor/Room
Title	Job Order Contracting	Telephone	+1 (866) 839-8477	Telephone
Bid Type	RFP	Fax	+1 (866) 839-8472	Fax
Issue Date	11/02/2015	Email	bids@tips-usa.com	Email
Close Date	12/11/2015 3:00:00 PM CT			
Need by Date				

Supplier Information

Company harness roofing inc.
 Address 415 south main
 harrison, AR 72601
 Contact
 Department
 Building
 Floor/Room
 Telephone 1 (870) 7410245 2006
 Fax 1 (870) 7418986
 Email
 Submitted 12/8/2015 2:59:20 PM CT
 Total \$0.00

Signature Mike Dees

Email mdees@harnessroofing.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

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	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? 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?	No
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	AR OK TX MO
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.)	Harness Roofing, Inc., located in Harrison, Arkansas, was established in 1976 and incorporated in 1987. Along with the Harrison branch and corporate office, the company also has branch locations in Springdale, Fort Smith, Little Rock and Tulsa. We offer services throughout the Mid-South US. With 40 years of experience in the roofing industry, we know what it takes to deliver our jobs on time, in budget and in a safe manner. We take pride in every job we do because each one represents who we are. We have completed thousands of jobs and thousands of squares over the years. HRI can deliver on large and fast-paced projects because we have personnel and equipment resources in multiple locations
6	Primary Contact Name	Primary Contact Name	Justin Harness
7	Primary Contact Title	Primary Contact Title	Vice Pres
8	Primary Contact Email	Primary Contact Email	jharness@harnessroofing.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8707410245
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	8707418986
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	8707157815
12	Secondary Contact Name	Secondary Contact Name	Travis Penson
13	Secondary Contact Title	Secondary Contact Title	Client Service Manager
14	Secondary Contact Email	Secondary Contact Email	tpenson@harnessroofing.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	4797516649
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	4797509081
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	4796015537

18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Gail Zeer
19	Admin Fee Contact Email	Admin Fee Contact Email	gzeer@harnessroofing.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8707410245
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Justin Harness
22	Purchase Order Contact Email	Purchase Order Contact Email	jharness@harnessroofing.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8707410245
24	Company Website	Company Website (Format - www.company.com)	www.harnessroofing.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	71-0654212
26	Primary Address	Primary Address	415 South Main
27	Primary Address City	Primary Address City	Harrison
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	AR
29	Primary Address Zip	Primary Address Zip	72601
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.)	commercial,industrial,roof,roofing,water,emergency,metal,Roof Evaluation, Maintenance,Repair,Metal Roof,Green Roofing,Single-Ply Roof,Modified Roof,BUR Roof,Standing Seam,Tile,slate,Reflective Coating, Johns Manville,GAF,Firestone,Soprema,Carlisle,Western,Karnak,MBCI,Metal Sales,Berridge,Pac Clad,Prosoco,Sarnafil,Siplast,Una Clad,RMI,EL Systems,Kingspan,Moron,Henry,Garland,Tren
31	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Regulations for Contracts document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	No
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Harrison
34	Company Residence (State)	Vendor's principal place of business is in the state of?	AR
35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37)	(No Response Required)

36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
38	Pricing Information:	Pricing information section. (Questions 39 - 42)	(No Response Required)
39	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
40	Yes - No	Pricing submitted includes the TIPS administration fee?	Yes
41	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
42	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
43	Start Time	Average start time after receipt of customer order is ____ working days?	5
44	Years Experience	Company years experience in this category?	40
45	Prices are guaranteed for?	(__ Month(s), __ Year(s), or Term of Contract) (Standard term is "Term of Contract")	1 Year

Line Items

Response Total: \$0.00

CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

Company Name: Harness Roofing Inc.

Mailing Address: 415 South Main

City: Harrison


State: AR

Zip: 72601

Telephone Number: (870) 741-0245

Fax Number: (870) 741-8986

Email Address: mdees@harnessroofing.com

Authorized Signature: 

Printed Name: Mike Dees

Position: Senior Design Estimator

This contract is for a total TERM of one year with the option of two additional years. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.

Blende McNatt 1/21/16
TIPS Authorized Signature Date

David Wayne Fitts 1/21/16
Approved by Region VIII ESC Date

References

**** Must have at least 3 References. References must be School, City, County, University, State Agency or Other Government.**

Organization	City	State	Contact Name	Contact Phone
Fort Smith Public School	Ft Smith	AR	Lynn Ellison	479-785-2501
Mt. View Elementary School	Mt. View	AR	Rowd Ross	870-269-3443
Huntsville School	Huntsville	AR	Ken Harriman	479-738-2011
ASU Beebe	Beebe	AR	Jerry Thompson	501-882-3335
Carl Albert State College	Poteau	OK	Gary Ivey	918-647-1212
FAA Rador Tower	Navasota	TX	Jennie Pollard	817-759-4833
Regional Training Institute	Little Rock	AR	Blake Helm	501-666-4300

Company Profile

Please provide the following:

1. Company's official registered name. Harness Roofing Inc.
2. Brief history of your company, including the year it was established. Harness Roofing, Inc., located in Harrison, Arkansas, was established in 1976 and incorporated in 1987. With 40 years of experience in the roofing industry, we know what it takes to deliver our jobs on time, in budget and in a safe manner.
3. Corporate office location. Harrison, AR
4. List the total number of sales persons employed by your organization within the United States, broken down by market. 5 sales persons, 4 located in AR, 1 located in OK
5. List the number of location of offices, or service centers for all states being bid in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.

Harrison AR / Corey Hardman/ CSM/ 901 Hwy 62-65 N Harrison AR 72601/ 870-715-7956
chardman@harnessroofing.com

Springdale AR/ Travis Penson/ CSM/ 4185 Treadco Dr Springdale AR 72762/ 479-841-0508
tpenson@harnessroofing.com

Ft Smith AR / Isaac Farmer/ CSM /5324 S 31st St Ft Smith AR 72901/ 479-651-5153
ifarmer@harnessroofing.com

Little Rock AR/Scott Black/CSM/ 11300 Otter Creek E Blvd Mabelvale AR 72103/ 501-515-2241
sblack@harnessroofing.com

Tulsa OK/ Mike Potter/ CSM / 6550 E. Skelly Dr Tulsa OK 74145/ 918-935-6083
mpotter@harnessroofing.com

6. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:
 - A. Sales Justin Harness VP
 - B. Sales Support Justin Harness VP
 - C. Marketing Justin Harness VP
 - D. Financial Reporting Gail Zeer Corp Sec
 - E. Executive Support Justin Harness VP
7. Define your standard terms of payment. 30 Days
8. Overall annual sales for the last three (3) years; 2013, 2014, 2015

2013/ \$22,300,000 / 2014 \$23,300,000 / 2015 \$28,100,000

What differentiates your company from competitors?

With 40 years of experience in the roofing industry, we know what it takes to deliver our jobs on time, in budget and in a safe manner. We take pride in every job we do because each one represents who we are. We have completed thousands of jobs and thousands of squares over the years. HRI can deliver on large and fast-paced projects because we have personnel and equipment resources in multiple locations.

Marketing/Sales

1. Detail how your organization plans to market this contract within the first 90 days of the award date. This should include, but not be limited to:
 - a. A co-branded press release within first 30 days
 - b. Announcement of award through any applicable social media sites Twitter, Facebook
 - c. Direct mail campaigns YES
 - d. Co-branded collateral pieces
 - e. Advertisement of contract in regional or national publications YES
 - f. Participation in trade shows YES

2. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded. In person, email, mailers, by phone

3. Explain how your company plans to market this agreement to existing government customers. In person, email, mailers, by phone

4. Provide the revenue that your organization anticipates for the first three (3) years of this agreement.

\$__100,000_____ in year one

\$__200,000_____ in year two

\$__300,000_____ in year three

Roof Management
Roof Replacement
Waterproofing



Experienced and
Knowledgeable Commercial
Roofing Contractor

Established in 1976
www.harnessroofing.com

Educational

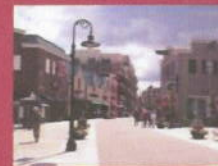
Health Care

Industrial

Religious

Lifestyle Centers

Commercial



Protect your investment



HRI is committed to

Providing a level of customer service, integrity, and workmanship that far exceeds our customer's expectations.

HRI represents

Integrity, exceptional client services, innovation, quality control, safety, experience, value and prompt service.

HRI offers the following services:

- Roof Evaluation and Assessment
- Maintenance, Repair, and Replacement
- Roof Management
- Waterproofing
- Emergency 24-Hour Repair
- Metal Roof Restoration
- Sustainable Roofing
- Sheet Metal Design and Fabrication
- Green Roofs
- Single-Ply Systems
- Modified
- BUR



Roof systems:

- Modified Bitumen
- Single-Ply Membrane
- Asphalt Built-Up
- Standing Seam Metal
- Tile and Slate
- Reflective Coating



Licensed in the following states



Harrison, AR

Springdale, AR

Fort Smith, AR

Little Rock, AR

Tulsa, OK

For 24/7 Emergency Repairs 1.800.275.0326

We are proud members of the following organizations:



Midwest Roofing
Contractors Associations



Roof Connect



National Roofing
Contractors Association



Associated General
Contractors of America



Building Owners and
Managers Association



Oklahoma Roofing
Contractors Association
#80000044

Safety and OSHA

HRI is very proud of it's safety record. The employees of HRI have developed a concern for safety through extensive training and enforcement of safety rules.

- Fall Protection
- Hazardous Communication
- First Aid
- Forklift/Aerial Platforms
- PPE
- Vehicle Safety
- Hot/Cold Working Conditions

With over 35 years experience in the roofing industry we know what it takes to deliver our jobs on time, within budget, and in a safe manner. We take pride in every job we do because each one represents who we are.



Call Today
for a roof management
program that fits your needs.

www.harnessroofing.com

Harrison, AR
870.743.1890

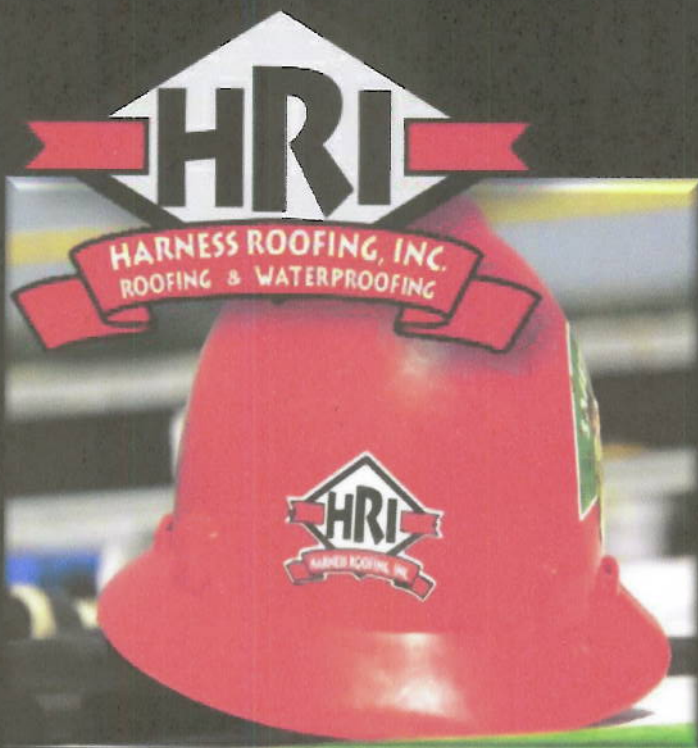
Springdale, AR
479.751.6649

Fort Smith, AR
479.785.1829

Little Rock, AR
501.604.7663

Tulsa, OK
918.621.1100

For 24/7 Emergency Repairs call 1.800.275.0326



Harness Roofing Inc.

HRI is an experienced and knowledgeable commercial roofing contractor committed to providing a level of customer service, integrity and workmanship that far exceeds our customers' expectations.

Harness Roofing, Inc. is licensed to work in Alabama, Arkansas, Georgia, Kansas, Kentucky, Louisiana, Mississippi, Missouri, Oklahoma, Tennessee and Texas.

WHO ARE WE?

Harness Roofing, Inc., located in Harrison, Arkansas, was established in 1976 and incorporated in 1987. Along with the Harrison branch and corporate office, the company also has branch locations in Springdale, Fort Smith, Little Rock and Tulsa. We offer services throughout the Mid-South US.

Harness Roofing, Inc. is licensed and bonded for your protection. Our professional teams have the experience and skills that have earned us recognition from many manufacturers, owners and architects as one of the best companies in the area.

We supply our teams with the safest and best technology available. As a result, our employees have helped us gain one of the best ratings for safety in the region. The safety of our customers and employees is our top priority.

Harness Roofing's strength is the ability to deliver large and difficult jobs on time and in budget. We have the ability to bring in roofing mechanics from our other locations to meet fast-paced projects.

Multiple locations allows us to respond quickly to our customers' needs. We pride ourselves on being C2, Customer Committed.

**C² Customer
Committed[®]**



Corporate	Harrison	Springdale	Fort Smith	Little Rock	Tulsa
870.741.0245	870.743.1890	479.751.6649	479.785.1829	501.604.7663	918.621.1100



- Average Annual Sales \$25 Million
- 20+ Years with Surety
- Bonding Capacity \$10 Million
- Bidding Dollar Range \$1.00 to Unlimited

WHAT WE DO

- Roof Evaluation and Assessment
- Maintenance, Repair, and Replacement
- Roof Management
- Waterproofing
- Emergency 24-Hour Repair
- Metal Roof Restoration
- Sustainable Roofing
- Sheet Metal Design and Fabrication
- Green Roofing
- Single-Ply Roof Systems
- Modified Roof Systems
- BUR Roof Systems
- Standing Seam Metal
- Tile and Slate
- Retrofit Systems
- Reflective Coating



SERVICES

Full Time Service Department



- 24/7 Emergency Service **800-275-0326**
- 50 dedicated service technicians out of 200 employees
- 25 maintenance and repair service trucks
- Over 5,000 service calls per year
- 95% success rate on repairing leaks the first time

FOR OUR CUSTOMERS

With 40 years of experience in the roofing industry, we know what it takes to deliver our jobs on time, in budget and in a safe manner. We take pride in every job we do because each one represents who we are.

We have completed thousands of jobs and thousands of squares over the years. HRI can deliver on large and fast-paced projects because we have personnel and equipment resources in multiple locations.

ONLINE MAINTENANCE PROGRAM CUSTOMER PORTAL

- Monitor, view and budget ongoing and historical projects
- Track services and costs per location
- View inspection reports on all roof conditions
- View before and after pictures on all repairs
- Access billing information



PROJECTS



Tyson Foods
Butterball LLC
Kraft Foods
Pinnacle Foods Group LLC
Nestle' Nutrition
Hormel Foods
Yarnell's
Walmart Stores Inc.
American Airlines Inc.
George's Inc.

Georgia Pacific Corp.
University of Arkansas
Silver Dollar City
Branson Landing
The Starlite Theater
Baxter Regional Medical Center
Cox Health
Mercy Medical Center
Harps Food Stores

JOBSITE SAFETY INSPECTIONS

Jobsites are inspected regularly and inspections are performed by HRI management. Every HRI employee has the right to a safe and healthy work place; therefore it is HRI policy that any employee can shut down a jobsite or work area if the conditions are unsafe.

- HRI requires all employees follow company safety policies and procedures
- HRI provides safety training and testing for new and existing employees
- Management conducts weekly safety meetings with all field employees
- Frequent safety inspections are required on all projects, equipment, and trucks
- HRI encourages employees to report unsafe work practices or safety hazards on the job
- All accidents/incidents (no matter how minor) must be reported to a supervisor
- HRI complies with all applicable federal, state, and local safety requirements
- HRI is a level one partner of the Associated General Contractors/OSHA Partnership Agreement
- HRI is a member of ISNetworld, PICS, Browz and GRMS
- HRI is a Drug Free Workplace



SAFETY

Safety Statistics

- EMR 2015 = .65
- TRIR 2015 = 1.8
- # of Fatalities = 0
- # of Lost Work Day Cases = 0



OUR WORKMANSHIP

HRI's commitment to provide customer service, integrity and workmanship that far exceeds our customers' expectations starts with our employees. We believe employee development is the key to our success.

- HRI managers conduct pre & post job inspections to ensure the highest level of quality
- HRI VP/COO inspects all jobsites to ensure the highest level of safety and progress
- HRI foremen complete daily quality & safety jobsite checklists
- All work is documented with before and after pictures



QUALITY



Johns Manville
GAF
Firestone
Soprema
Carlisle
Versico
Fibertite
CertainTeed
Gaco Western

Karnak
MBCI
Metal Sales
Berridge
Pac Clad
Prosoco
Sarnafil
Siplast
Una Clad

RMI
EL Systems
Kingspan
Moron
Henry
Garland
Tremco
Veridian



HARNES ROOFING, INC.

C² Customer Committed

901 Hwy. 62-65 North * Harrison, AR 72601 * Ph. 870.743.1890 * Fax 870.743.9081

CERTIFICATE OF GUARANTEE FROM INSTALLER

We, Harness Roofing, Inc., agree to maintain the roofing and flashing on the below mentioned building for the period indicated. This agreement is to render the roof and the flashing waterproof subject to the conditions outlined below.

Owner of Building:

Project:

Location of Building:

This Guarantee effective this ____ day of _____, 2011, for the term of two (2) years from this date, provided any defects result from defective material or workmanship and are not caused by other mechanics, fire, accidents, or by nature over which we have no control.

It is understood and agreed that we will not be responsible for leaks in the roofing or flashing due to excessive winds, distortion of the foundation on which the roofing rests, excessive hail storms, or any other conditions over which we have no control.

HARNES ROOFING, INC.

Signed: _____

By: _____

Title: _____

STATE OF ARKANSAS)
COUNTY OF _____)

Subscribed and sworn before me a Notary Public this ____ day of _____, 2011.

Notary Public: _____

My Commission Expires: _____

CARLISLE 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:

SAMPLE

Carlisle Roofing Systems, Inc., 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, Counterflashings, Adhesives and Sealants, Insulation, Recovery Board, Fasteners, Fastener Plates, Fastening Bars, Metal Edging, Metal Termination Bars, and any other Carlisle brand products utilized in this installation.

TERMS, CONDITIONS, LIMITATIONS

1. Owner shall provide Carlisle with written notice 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.
2. 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.
3. This warranty shall not be applicable if, upon Carlisle's inspection, Carlisle determines that any of the following has occurred:
 - (a) 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 peak gust speeds of () mph or higher measured at 10 meters above ground; or
 - (b) The Carlisle Total Roofing System is damaged by any intentional or negligent acts, accidents, misuse, abuse, vandalism, civil disobedience, or the like.
 - (c) 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
 - (d) 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.
4. This Warranty shall be null and void if any of the following shall occur:
 - (a) 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, or utilities are placed upon or attached to the roof without first obtaining written authorization from Carlisle; or
 - (b) 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.
5. 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.
6. During the term of this Warranty, Carlisle shall have free access to the roof during regular business hours.
7. 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.
8. 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.
9. 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.
10. 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.
11. This warranty is not assignable by operation of law or otherwise. Application may be made by a new building owner for reissuance of the warranty during the original warranty period. Certain procedures including, but not limited to, an inspection of the Roofing System by a Carlisle representative and fees will apply to any reissuance. Carlisle reserves the right, in its sole discretion, to refuse to reissue this warranty.

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.

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.

Investing in Roofing Solutions for Over 45 Years

800-4-SYNTEC • P.O. Box 7000 • Carlisle, PA 17013 • Fax: 717-245-7053 • www.carlisle-syntec.com
© 2007 Carlisle.

CARLISLE
Carlisle SynTec



Warranty No.: 101-000000

Premium NDL Roof Warranty

Building Address:
Owner :
Area in Squares: Membrane: Membrane Flashing:
Substantial Completion Date: Length of Warranty:
Authorized Roofer:

Soprema, Inc., an Ohio corporation, warrants to you that the membrane sold to you will not leak due to defects in factory workmanship or materials nor due to defective workmanship by the installing contractor. If Soprema determines that a valid warranty claim has been made, then Soprema will provide you, at Soprema's expense and as your sole and exclusive remedy, with the labor and material necessary to return the defective area to a watertight condition. This warranty is made subject to the terms, conditions and limitations set forth in this document.

THE WARRANTY EXPRESSED IN THIS DOCUMENT SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

In addition to the above, this warranty document includes all of the terms, conditions and limitations contained on the reverse side of this page and in the following documents: (1) Form 900 - Warranty Claim Procedure (2) Form 901 - Roof Care and Maintenance Guide, and (3) any rider now or subsequently issued by Soprema. The riders issued at the time of issuance of this warranty, if any, are listed below. This warranty is not effective or binding against either party unless, within six months after the substantial completion date, it is signed by both parties. The only agents of Soprema authorized to sign this warranty, or any riders hereto, are its President, Vice President, General Manager, Secretary, and Treasurer.

Soprema, Inc.

By:
Name: Richard Voyer
Title: Vice President/General Manager
Date:

AGREED TO BY:

Owner's Name:

By:

Name:

Title:

Date:

Riders issued at time of this warranty:

Terms, Conditions and Limitations

1. The only components of your roof that are covered by this warranty are the membrane and membrane flashing products specifically identified on the face of this warranty. Accordingly, any reference in this warranty to the "roof" means only these components.
2. All roof work must be performed by a roofing contractor who is authorized to offer a Soprema warranty (sometimes referred to in this warranty as an "authorized roofer" or some similar term). The authorized roofer who originally installed your roof is sometimes referred to in this warranty as the "installing contractor."
3. Warranty coverage starts on the substantial completion date set out on the face of this warranty and, subject to earlier termination, will continue for the specified length of time.
4. For purposes of this warranty, a "leak" means the admission of water into your building through an opening, separation or other similar defect in the roof and the term "warranted leak" means a leak through the roof caused by defects in factory workmanship or materials or defective workmanship by the installing contractor. A warranted leak is not, for example, a leak caused by or resulting from: (a) the direct or indirect effect of lightning, explosion, flood, hail, windstorm having a 3-second gust speed greater than 73 m.p.h. (as recorded by the data collection point that reports to the National Weather Service (whether official or unofficial) located nearest to your building), earthquake, hurricane, tornado, microburst, or other similar event; (b) a defect, settlement, movement, displacement, or structural failure in or of the surface over which the roof is applied or in or of the structure of your building; (c) moisture entering the roof through or around walls, copings, pipelines or conduit, skylights, vents, or other structures or fixtures; (d) defects in or faulty or improper design, specification, construction or engineering of your building or the surface or material over which the roof is applied; (e) faulty or improper design, specification or engineering of the roof assembly in relation to the physical characteristics of your building or the climate where your building is located; (f) damage from lack of positive drainage; (g) damage from exposure to corrosive substances, for example, animal guano, chlorofluorocarbons, solvents, gasoline, kerosene, turpentine, or other hydrocarbons, acids, alkalis, salt, oil, fat, grease, damaging exhausts, or residue from any of the foregoing; (h) damage from internal pressure conditions or condensation beneath the roof; (i) damage from fire or other source of excessive heat; (j) damage from deliberate or negligent acts such as vandalism, terrorism, misuse, abuse, or acts of civil disobedience or war; (k) damage caused by birds, animals, insects or vegetation; (l) damage from falling, flying, dropped or blown objects; (m) damage from excessive traffic over or storage of materials on the roof; (n) damage attributable to a change or changes in the usage of your building; (o) damage caused by or during installation of equipment, fixtures, utilities, or structures on, through, or near the roof; (p) installations on or through the roof; (q) damage attributable to repairs or modifications performed or materials supplied by others; (r) failure of the installing contractor to install all of the components of the roof identified on the project registration form; (s) damage attributable to your negligence or your failure to properly clean, care for and maintain the roof, or (t) the existence of any as-built condition that is not equal to or better than the requirements of Soprema's published details and general requirements. Soprema does not warrant that the roof will remain free of ridges, cracks, blisters, wrinkles, fishmouths or other similar conditions. Soprema does not warrant that the color of the membrane will not fade nor that the color of any replacement membrane will match the color of the original membrane.
5. This warranty does not become effective unless and until: (a) Soprema and any distributor from whom the installing contractor purchased products have been paid in full for all labor, materials, and supplies provided for or in connection with your roof; (b) the installing contractor has been paid in full by you for the installation of the roof, and (c) Soprema has been paid the warranty charge relating to this warranty.
6. Soprema does not have any obligation to repair any leak unless and until: (a) all of the conditions to the warranty becoming effective have been satisfied, (b) Soprema determines that the leak is a warranted leak, (c) Soprema receives the written notice of claim referred to in the claim procedure (Form 901) in a timely fashion; and (d) you properly care for and maintain the roof.
7. This warranty shall become null and void in the event of any of the following: any as-built condition exists on the roof that is not in compliance with Soprema's standard details and installation instructions (or other details accepted in writing by Soprema's Technical Department); any material change in the use (as described in the project registration form) of your roof or building after the substantial completion date; any subsequent work on or through the roof without Soprema's written approval of the methods and materials to be used; repairs or modifications to the roof made by someone other than an authorized roofer, or as otherwise provided herein. Emergency repairs to stop a leak will not void the warranty as long as they are reported to Soprema in writing within ten days.
8. This warranty is transferable to any subsequent owner of your building, once you satisfy all of the transfer requirements set out at www.soprema.us.
9. Soprema's failure at any time or from time to time to enforce any of the terms, conditions, or limitations of this warranty shall not be construed to be a waiver of such provision(s) or any other term, condition or limitation hereof.
10. No suit or action whatsoever shall be brought against Soprema for the recovery of damages arising out of any claimed failure of the roof or for any breach of warranty unless, as a condition precedent thereto: (a) you have complied with all of the terms and conditions of this warranty applicable to you, and (b) the suit, action or proceeding is commenced within one (1) year after the cause of action accrues. The failure to satisfy either of these conditions precedent shall result in such claims being forever barred.
11. This warranty is governed by and shall be construed and enforced in accordance with the internal laws of Ohio, without giving effect to any choice of law rules that may require the application of the laws of another jurisdiction.
12. The terms of this warranty are severable so that any illegal, invalid or unenforceable provision, if feasible, shall be modified so that it becomes legal, valid and enforceable, or if not feasible, stricken, in either case without affecting the validity or enforceability of the remaining provisions.
13. The employees, agents, sales representatives, and distributors of Soprema are not authorized to make any modifications or additions to this warranty, except through a validly executed rider. Any proposed changes made by you or anyone else that is not documented in a validly issued rider is rejected by Soprema and is null and void. This warranty, together with any riders expressly made a part hereof, sets forth the entire agreement between the parties with respect to your roof assembly. Soprema disclaims, and you waive, any affirmation of fact or promise that may have been made by Soprema or any of its employees, agents, representatives, or distributors that is not expressly stated in this warranty.
14. The remedy set forth in this warranty is your **SOLE AND EXCLUSIVE REMEDY** against Soprema and Soprema's sole liability and obligation to you in the event the roof fails in whole or in part, regardless of whether you might otherwise be entitled to pursue a legal claim against Soprema, and regardless of the theory on which a claim might be based, including, without limitation, contract, tort, breach of warranty, strict and/or product liability, or misrepresentation.
15. **IN NO EVENT SHALL SOPREMA BE LIABLE TO YOU FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR OTHER SIMILAR DAMAGES**, including, but not limited to, loss or reduction of profits, interruption of business, injury to or illness or death of persons, damage or loss caused by or attributable to indoor air quality (including, but not limited to, the presence or growth of mold, mildew or other similar substance in, on or about the roof assembly, walls, ceilings or other surfaces in your building), or damage or destruction of property, including your building or any of its contents, even if Soprema has been advised of the possibility, or even the likelihood, of any of these types of damages.
16. Since Soprema does not practice the professions of architecture or engineering, you agree that the review, inspection or approval, express or implied, by Soprema or its agents or representatives of the construction or condition of your existing roof, roof deck or building, or the drawings, plans or specifications for your new or replacement roof, did not in any way create a warranty by Soprema of such items and was not a substitute for the professional judgment of an architect or engineer. Any such action or activity by Soprema was gratuitous, solely for the benefit of Soprema in determining whether or not to issue this warranty, and did not and does not subject Soprema or any of its agents or representatives to any responsibility or liability, whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise.
17. Any involvement by Soprema with respect to your roof, including any visits to the roof, whether prior to, during or after installation of the roof assembly, and any interaction with personnel involved in the installation of your roof, was or will be gratuitous and was or will be undertaken solely for the benefit of Soprema in determining whether or not to issue this warranty, whether or not a leak is a warranted leak, or what actions are necessary to repair a warranted leak. Accordingly, no such involvement expands the terms of this warranty nor subjects Soprema or any of its agents or representatives to any liability, whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise. You are hereby advised that any roof inspections made prior to the date of this warranty were visual inspections only and that conditions might exist on the roof that are not in compliance with Soprema's standard details and installation instructions that were not noticed by the inspector, even if open and obvious. Noncompliant conditions, if they exist, have not been accepted by Soprema.
18. Any document on Soprema's website that is referred to in this warranty is incorporated herein by this reference, the same as if fully rewritten herein.



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:

Name
Address
City, State Zip

Date of Completion:

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.	Insulation Type		
				Layer 1	Layer 2	Layer 3

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.
	Grave 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

SPECIFICATION: _____ AREA OF ROOF: _____ SQUARES

APPLIED BY: _____

DATE OF COMPLETION: _____ GUARANTEE EXPIRATION DATE: _____

THE GUARANTEE/SOLE AND EXCLUSIVE REMEDY

GAF guarantees to you, the original owner of the building described above, that GAF will provide "Edge To Edge" protection by repairing leaks through the GAF roofing membrane, liquid applied membrane or coating, base flashing, high wall waterproofing flashing, insulation, expansion joint covers, preflashed accessories, and metal flashings used by the contractor of record that meet SMACNA standards (the "GAF Roofing Materials") resulting from manufacturing defects, ordinary wear and tear, or workmanship in applying the GAF Roofing Materials. There is no dollar limit on covered repairs. Leaks caused by any materials other than those listed above, such as the roof deck, non-GAF insulation, or any other materials used in the construction of the roof system, are not covered.

GUARANTEE PERIOD

This guarantee ends on the expiration date listed above. NOTE: Lexsucc® flashings are covered by this guarantee only for the first ten years.

OWNER'S RESPONSIBILITIES

Notification of Leaks

In the event of a leak through the GAF Roofing Materials, you must make sure that GAF is notified directly about the leak, in writing, within 30 days by email (preferred) at guaranteeservices@gaf.com or by mail to Guarantee Services Department, 1361 Alps Road, Bldg. 11-1, Wayne, New Jersey 07470, or GAF will have no responsibility for making repairs. NOTE: The roofing contractor is NOT an agent of GAF; notice to the roofing contractor is NOT notice to GAF.

By notifying GAF, you authorize GAF to investigate the cause of the leak. If the investigation reveals that the leak is not covered by this guarantee, you agree to pay an investigation cost of \$500. This guarantee will be cancelled if you fail to pay this cost within 30 days of receipt of an invoice for it.

Preventative Maintenance and Repairs

A. In order to help keep your roof performing properly, you must perform regular inspections and maintenance and keep records of this work.

B. To keep this guarantee in effect, you must repair any conditions in the building structure or roofing system that are not covered by this guarantee but that GAF concludes may be threatening the integrity of the GAF Roofing Materials (e.g., porous walls allowing water entry into the roofing system).

C. You may make temporary repairs to minimize damage to the building or its contents in an emergency, at your sole expense. These repairs will not result in cancellation of the guarantee as long as they are reasonable and customary and do not result in permanent damage to the GAF Roofing Materials.

D. Any equipment or material that impedes any inspection or repair must be removed at your expense so that GAF can perform inspections or repairs.

EXCLUSIONS FROM COVERAGE

(e.g., items that are not "ordinary wear and tear" or are beyond GAF's control)

This guarantee does NOT cover conditions other than leaks. This guarantee also does not cover leaks caused by the following:

1. Inadequate roof maintenance, that is, the failure to follow the Scheduled Maintenance Checklists provided with this guarantee (extra copies available by calling Guarantee Services at 1-800-ROOF-411).
2. Unusual weather conditions or natural disasters including, but not limited to, windstorms, hail, floods, hurricanes, lightning, tornados, and earthquakes, unless specifically covered under this guarantee.
3. Damage to the roof constructed of the GAF Roofing Materials due to: (a) movement or cracking of the roof deck or building; (b) improper installation or failure of any non-GAF insulation or materials; (c) infiltration or condensation of moisture through or around the walls, copings, building structure, or surrounding materials except where high wall GAF waterproofing flashings are installed; (d) chemical attack on the membrane, including, but not limited to, exposure to grease or oil; (e) the failure of wood nailers to remain attached to the structure; or (f) use of materials that are incompatible with the GAF Roofing Materials.
4. Traffic of any nature on the roof unless using GAF walkways applied in accordance with GAF's Application and Specifications Manual.
5. Blisters in the GAF Roofing Materials that have not resulted in leaks.
6. Changes in the use of the building or any repairs, modifications, or additions to the GAF Roofing Materials after the roof is completed, unless approved in writing by GAF.
7. Exposure to post-installation sustained temperatures in excess of 160°F for roofing systems using standard EverGuard® TPO or PVC membrane and 195°F for systems with EverGuard® Extreme® TPO membrane.
8. Any condition (e.g., base flashing height or lack of counterflashing) that is not in accordance with GAF's Application and Specifications Manual or any deviation or modification from any specification published in the Manual, unless specifically authorized by a GAF Field Services Manager or Director in writing.

No representative, employee, or agent of GAF has the authority to assume any additional liability or responsibility for GAF, except in writing signed by an authorized GAF Field Services Manager or Director. NOTE: Any inspections made by GAF are limited to a surface inspection only, are for GAF's sole benefit, and do not constitute a waiver of any of the terms and conditions of this guarantee.

TRANSFERABILITY

You may transfer or assign this guarantee to a subsequent owner of this building for the remaining term ONLY if: 1) the request is in writing to GAF at the address listed below within 60 days after ownership transfer; 2) you make any repairs to the GAF Roofing Materials or other roofing or building components that are identified by GAF after an inspection as necessary to preserve the integrity of the GAF Roofing Materials; and 3) you pay an assignment fee of \$500. This guarantee is NOT otherwise transferable or assignable by contract or operation of law, either directly or indirectly.

LIMITATION OF DAMAGES; MEDIATION; JURISDICTION; CHOICE OF LAW

THIS GUARANTEE IS EXPRESSLY IN LIEU OF ANY OTHER GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and of any other obligations or liability of GAF, whether any claim against it is based upon negligence, breach of warranty, or any other theory. In NO event shall GAF be liable for any CONSEQUENTIAL OR INCIDENTAL DAMAGES of any kind, including, but not limited to, interior or exterior damages and/or mold growth.

The parties agree that, as a condition precedent to litigation, any controversy or claim relating to this guarantee shall be first submitted to mediation before a mutually acceptable mediator. In the event that mediation is unsuccessful, the parties agree that neither one will commence or prosecute any lawsuit or proceeding other than before the appropriate state or federal court in the State of New Jersey. This guarantee shall be governed by the laws of the State of New Jersey, without regard to principles of conflicts of laws. Each party irrevocably consents to the jurisdiction and venue of the identified courts above.

NOTE: This guarantee becomes effective only when all bills for installation and supplies have been paid in full to the roofing contractor and materials suppliers, and the guarantee charge has been paid to GAF.

This guarantee must have a raised seal to be valid.

GAF
1361 ALPS ROAD, BUILDING 11-1
WAYNE, NJ 07470

By _____
Authorized Signature Date



Corporate Office
310 Quadral Drive
Wadsworth Ohio 44281

Tel: 800.356.3521
Fax: 330.336.5073

26 April 2012

Ms. Gail Zerr
Harness Roofing, Inc.
901 Hwy 62-65 North
Harrison, AR 72601
Authorized SOPREMA Applicator AR019

RE: Authorized SOPREMA Applicator

To Whom It May Concern :

Please be advised that Harness Roofing, Inc. of Harrison, Arkansas is an Authorized SOPREMA Applicator (AR019) in good standing and is qualified to install all specified SOPREMA roof products on projects to be warranted by SOPREMA.

Respectfully submitted,

SOPREMA INC.

LETTER TRANSMITTED ELECTRONICALLY WITHOUT WRITTEN SIGNATURE

This Letter Is VOID If "DRAFT" Watermark Is Visible

Glenn N. Bestor
Corporate Technical Department

Cc: Mr. Ron Carter, SOPREMA – Territory Sales Manager
Project file



GAF MATERIALS CORPORATION

1361 Alps Road Wayne NJ 07470-3689 * Tel: 973-628-3000

October 6, 2009

Harness Roofing Inc.
415 South Main Street
Harrison, AR 72601
Attn: Roger Harness
Fax 870-741-8986

Subject: Master Select Status

To whom it may concern:

This is to confirm that Harness Roofing Inc. of Harrison, AR is a GAF Materials Corporation Master Select Roofing contractor for the following systems:

Asphaltic Systems
Single Ply Systems
Restoration Systems

Harness Roofing Inc. is eligible to obtain a GAF Materials Corporation Diamond Pledge (NDL) Guarantee for up to twenty years in length providing that all of GAF Materials Corporation's application and specification requirements are met and procedures are followed.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mark Lenzer'.

Mark Lenzer
Director, Certification Programs
GAF Materials Corporation
Phone: 973-317-5927
Email: MLenzer@gaf.com



*Emailed
2/13/2012*

February 10, 2012

Harness Roofing, Inc.
415 South Main Street
Harrison, AR 72601

Dear Mr. Dees,

Congratulations! Henry Company is pleased to welcome you to the select list of Henry Gold Seal Authorized Contractors.

Enclosed is a copy of your Henry Gold Seal Authorized Contractor Agreement. Please sign the agreement and email an executed copy to warranty@henry.com for validation. **In order to validate your authorization with the Henry Company, we must receive a signed copy from you.** Upon receipt of the signed agreement, we will execute our signature and return a copy to you. Once you have received your signed agreement from us, please feel free to promote your company as a Henry Gold Seal Authorized Contractor.

Should you have any questions or comments, please contact the Warranty Group at warranty@henry.com.

Thank you again for your support and use of HENRY systems and products.

Very Truly Yours,

A handwritten signature in cursive script that reads "Nelson Ribac".

Nelson Ribac
Claims Analyst

January 24, 2005

Roger Harness
Harness Roofing, Inc.
415 South Main
Harrison, AR 72601

Dear Roger:

Congratulations on becoming a Sarnafil approved applicator. On our website, <http://www.sarnafilus.com>, we offer a special section for our Partner's Club members. This feature allows us to give you access to the following items:

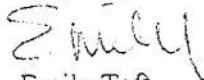
- A PDF of the Applicator Manual
- The 2004 Price List
- Technical Data, without having to register
- NOA forms

To access this section, click on the Partner's Club section of the homepage where you will then be prompted for your username and password. Your username is your Sarnafil customer number and your password is either the first word or first few words of your company. Below are the username and password for your company. Please keep this letter for future reference.

Username: 34527
Password: Harness

If you have any questions or problems regarding this section of our website, please contact myself at 781-828-5400 ext. 247.

Regards,



Emily Taft
Marketing Coordinator



OCT 09 2007
TECH SERVICES

TAMKO BUILDING PRODUCTS, INC. TAMKO APPROVED ROOFING CONTRACTOR AGREEMENT

THIS AGREEMENT made this 3rd day of October, 2007 between TAMKO BUILDING PRODUCTS, INC., 220 West 4th Street, Joplin, Missouri 64802, ("TAMKO"), and Harness Roofing, Inc.
415 South Main Harrison, AR 72601 rharness@harnessroofing.com
(Address) (email)
hereinafter referred to as "Contractor".

1. TAMKO hereby registers Contractor as a TAMKO APPROVED ROOFING CONTRACTOR (TARC) for the purchase of TAMKO Roofing System Guarantees, and Contractor accepts such registration, upon the terms and conditions set forth below.

2. NOT AN AGENT. This Agreement authorizes Contractor to purchase Roofing System Guarantees from TAMKO upon the conditions set forth herein. Contractor is not an agent of TAMKO and is not authorized to make representations on TAMKO's behalf. This Agreement is not an offer by TAMKO to sell any roofing products to Contractor or to any other person, firm or entity.

3. DUTIES AND OBLIGATIONS OF TAMKO.

(a) TAMKO agrees to issue TAMKO Roofing System Guarantees to the Contractor, upon timely completion of all of Contractor's obligations for the issuance of Roofing System Guarantees, in such form as determined by TAMKO from time to time in its sole and complete discretion. Any modification to the terms of any Roofing System Guarantee shall not apply to a Guarantee issued prior to the date of such modification. Contractor acknowledges and agrees that TAMKO shall not be required to issue a Roofing System Guarantee for any roof to any party other than the Contractor, including any building owner. In addition, Contractor acknowledges and agrees that TAMKO shall not be required to issue a Roofing System Guarantee for any roof if 1) Contractor fails to notify TAMKO in writing and provide TAMKO an opportunity to review and approve the Request for Issuance of Guarantee (RIG) at least two (2) weeks prior to commencing work, unless otherwise agreed in writing by TAMKO in its sole and complete discretion, or 2) Contractor has not completed all of Contractor's obligations for the issuance of a TAMKO Roofing System Guarantee within twelve (12) months after Contractor commences work on a Roof.

(b) Inspections of a roof by TAMKO during and after construction are solely for the benefit of TAMKO in determining whether to issue a TAMKO Roofing System Guarantee. TAMKO shall have no obligation to provide any inspection services until the Notice of Completion portion of the RIG is received, entirely and properly completed by the Contractor, and approved by TAMKO's Technical Services Department. If conditions of the roof are such that TAMKO, in its sole discretion, determines one or more additional inspections are necessary, TAMKO shall have the right and opportunity to conduct such additional inspections at all reasonable times and as many times as TAMKO believes necessary in order to determine eligibility for issuance of a TAMKO Roofing System Guarantee.

(c) TAMKO agrees to publish and revise from time to time a schedule of TAMKO Roofing System Guarantee charges.

(d) TAMKO agrees to maintain and, if deemed necessary by TAMKO solely in its discretion, revise from time to time the TAMKO Commercial Roofing Specifications and Details Manual, available at www.tamko.com, a copy of which shall be made available to Contractor upon request.

(e) TAMKO agrees to provide Contractor with TAMKO roofing system specifications and guidelines, and to provide a reasonable amount of technical assistance to Architects, Engineers and Registered Professional Roof consultants ("Design Professionals") associated with Contractor in connection with the installation of TAMKO roofing products.

4. DUTIES AND OBLIGATIONS OF CONTRACTOR. Contractor agrees:

(a) To apply TAMKO products strictly in accordance with TAMKO's published specifications, techniques and procedures in effect at the time of installation, carefully observing the limitations on the use and application of such products. The application of TAMKO products other than in strict accordance with applicable TAMKO specifications, techniques and procedures shall relieve TAMKO of all obligations under the terms of this Agreement with respect to such Roof.

(b) To comply with all TAMKO requirements for the issuance of TAMKO Roofing System Guarantees, including, but not limited to timely completion and delivery to TAMKO of all required TAMKO documents and forms, and to notify TAMKO promptly, but not less than two (2) weeks prior to start of installation of the roofing system (a "Roof"). Failure to provide such notice shall relieve TAMKO of all obligations under the terms of this Agreement with respect to such Roof.

(c) To notify TAMKO within 30 days after completion of installation of a Roof with a completed Notice of Completion form. Contractor acknowledges and agrees that TAMKO shall not be required to issue a Roofing System Guarantee for any Roof not completed within twelve (12) months after TAMKO approval of a Request for Issuance of Guarantee from Contractor.

(d) To compensate TAMKO for each Roofing System Guarantee in accordance with the schedule of charges which TAMKO may publish and revise from time to time, or as otherwise agreed to by TAMKO in writing on a case by case basis.

(e) To permit TAMKO representatives to inspect the installation of Roofs at all reasonable times during application, upon completion of the application of a Roof and approximately two years following issuance of Roofing System Guarantees (the latter being "a 2-Year Inspection"). Contractor acknowledges and agrees that inspections by TAMKO during and after construction are solely for the benefit of TAMKO in determining whether to issue a Roofing System Guarantee or to determine Contractor's obligations to repair in accordance with subsections (g) and (h) below. Contractor shall be solely responsible for providing reasonable, safe and timely access for inspections to all roof areas under consideration for and after issuance of a Roofing System Guarantee. TAMKO shall have no obligation hereunder if Contractor fails to provide such access within 30 (30) days of TAMKO's request.

(f) To provide suitable equipment and a sufficient number of experienced and competent workmen to carry out the work of installing TAMKO products without undue delay and should work be temporarily discontinued during the application of a Roof, to give TAMKO timely notice of the discontinuance, setting forth the reasons therefor and the anticipated date of resumption of work.

(g) To repair and replace at Contractor's own expense any defects in workmanship discovered prior to or during TAMKO's 2-Year Inspection. Upon timely completion of all repairs designated by TAMKO prior to or during a 2-Year Inspection, Contractor shall have no further obligation to make repairs at Contractor's expense under any provision of this Agreement, except Contractor shall remain liable, as determined by TAMKO in its sole discretion, for (1) the cost of repairs made necessary by latent defects in workmanship, and (2) the cost of repairing Roofs containing materials manufactured by third parties unless the use of such materials was specifically authorized by TAMKO in writing.

(continued)

(h) To participate in 2-Year Inspections for the purpose of determining the condition of the roof at that time, and at Contractor's expense to make any and all repairs and replacements that may be necessary under the terms of this Agreement, such repairs and replacements to be made in the manner directed by TAMKO.

5. **TERMS AND TERMINATION.** This Agreement shall commence with the date hereof and shall continue in force until terminated by either party, with or without cause, upon thirty (30) days' written notice to the other party. Contractor's obligations pursuant to section 4(g) and (h) shall survive termination of this Agreement. Any failure by Contractor to comply with Contractor's duties and obligations hereunder shall relieve TAMKO of any and all obligations it may have to issue Roofing System Guarantees.

6. **NOTICES.** All notices which Contractor is required to supply TAMKO shall be made on such forms as TAMKO shall require and shall contain such information as TAMKO may reasonably require in connection with such notices. All notices required or permitted by this Agreement shall be in writing and delivered via (i) personal hand delivery, (ii) recognized overnight courier (i.e. Federal Express, Airborne, UPS, etc.), (iii) facsimile, or via email, with confirmation copy by first class mail or recognized overnight courier service, or (iv) by first class mail. Such notices shall be deemed to have been given (i) when received if by personal hand delivery or by first class U.S.P.S mail, (ii) one (1) business day after the date sent if by overnight courier, and (iii) when sent if by facsimile or email. The addresses for service of notices shall be those set forth in the opening paragraph of this Agreement; provided, however, each party may notify the other, in accordance with this Section 6, in writing of a change in address for the service of notices.

7. **RELATIONSHIP OF CONTRACTOR AND TAMKO.** Contractor is an independent contractor performing services for the consuming public. Contractor is not an employee or an agent of TAMKO. This Agreement is for the purpose of registering Contractor as a TAMKO Approved Roofing Contractor only. When offering services as a TAMKO Approved Roofing Contractor, Contractor offers such services on its own behalf and not on behalf of TAMKO. Contractor is not authorized to make any warranty, agreement or representation, or to perform services of any nature on behalf of TAMKO. Contractor's interest in this Agreement shall not be assigned or sold by Contractor without the prior written consent of TAMKO which consent may be withheld for any or no reason in TAMKO's absolute discretion.

8. **NO THIRD-PARTY BENEFICIARIES.** No person or entity other than the parties hereto is or shall be entitled to bring any action to enforce any provision of this Agreement against any of the parties hereto, and the covenants and agreements set forth in this Agreement shall be solely for the benefit of, and shall be enforceable only by, the parties hereto. The rights of owners of buildings for which a Roofing System Guarantee has been issued are governed solely by the terms of the applicable Roofing System Guarantee and not by this Agreement.

9. **APPLICABLE LAW AND MODIFICATION OF AGREEMENT.** This Agreement shall be construed according to the internal laws of the State of Missouri without application of conflicts of laws provisions. This Agreement contains the entire understanding between the parties hereto and cancels any and all prior agreements between the parties relating to the subject matter hereof. No modification or additional provisions shall be binding unless in writing and signed by both parties.


10. **DISCLAIMER OF WARRANTIES AND CERTAIN DAMAGES.** EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, TAMKO MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY TAMKO SERVICES. TAMKO SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT OF THIRD-PARTY RIGHTS, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. NEITHER PARTY IS LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE OR LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL, ARISING IN CONNECTION WITH THIS AGREEMENT, UNDER ANY THEORY OF TORT, CONTRACT, INDEMNITY, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, INCLUDING ANY CLASS ACTION PROCEEDING, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. NOTHING CONTAINED HEREIN SHALL WAIVE ANY NONCONTRACTUAL CLAIMS TAMKO MAY HAVE AGAINST CONTRACTOR.

11. **ARBITRATION OF DISPUTES.** The parties agree that any controversy or claim (whether such controversy or claim is based upon or sounds in statute, contract, tort or otherwise) arising out of or relating to this Agreement, any performance or dealings between the parties, or any dispute arising out of the interpretation or application of this Agreement, which the parties are not able to resolve, shall be brought within one (1) year after the cause of action has accrued, and shall be settled exclusively by arbitration in Joplin, Missouri by a single arbitrator. No arbitrator will have authority to render a decision that contains an outcome determinative error of state or federal law, or to fashion a cause of action or remedy not otherwise provided for under applicable state or federal law. Any dispute over whether the arbitrator failed to comply with the foregoing will be resolved by summary judgment in a court of law without special deference to the decision of the arbitrator. In all other respects, the arbitration process will be conducted in accordance with the American Arbitration Association's Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection, then in effect and judgment upon the award rendered by the arbitrator shall be entered in any court having jurisdiction thereof and such arbitrator shall have the authority to grant injunctive relief in a form similar to that which a court of law would otherwise grant. The arbitrator shall be chosen from a panel of licensed attorneys having at least fifteen (15) years of professional experience who are familiar with the subject matter of this Agreement. The arbitrator shall be appointed within thirty (30) days of the date the demand for arbitration was sent to the other party. Discovery shall be permitted in accordance with the Federal Rules of Civil Procedure. If an arbitration proceeding is brought pursuant to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and necessary disbursements incurred in addition to any other relief to which such party may be entitled. All aspects of the arbitration shall be treated as confidential. Neither the parties nor the arbitrator may disclose the existence, content or results of the arbitration, except as necessary to enforce the award or to comply with legal or regulatory requirements. Before making any such disclosure, the party intending to make the disclosure shall give the other party written notice of such intention and shall afford the other party a reasonable opportunity to protect its interests, which such period shall not be less than twenty (20) days from the nondisclosing party's receipt of the aforementioned written notice. If requested by TAMKO, Contractor agrees to be a party to any arbitration or other legal proceeding regarding any roofing system installed by Contractor.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

I HAVE READ ALL OF THE FOREGOING TAMKO APPROVED ROOFING CONTRACTOR AGREEMENT AND I AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

TAMKO BUILDING PRODUCTS, INC.

By 
Frederick J. O'Connor

Title Corporate Director of Technical Systems

ROOFING CONTRACTOR

By 

Title President



Johns Manville

Tim Reed
Roofing System Solutions
Territory Sales Agent
P.O. Box 30355
Edmond, OK 73003
P 405-660-8915
F 405-285-1126
info@rssproducts.com

October 29, 2010

Harness Roofing, Inc.
5415 S. 101st E. Ave.
Tulsa, OK 74146

Re: Contractor Qualification – Johns Manville Roofing Systems

To Whom It May Concern:

This is to advise that Harness Roofing, Inc. is listed with Johns Manville as a No Dollar Limit Approved Built-Up, Modified Bitumen and Single Ply Roofing Systems Contractor.

As such, Harness Roofing, Inc. may purchase and install Johns Manville Built-Up, Modified Bitumen and Single Ply products, roof insulation and accessories, including expansion joints covers. When such installations are applied on projects in accordance with the appropriate Johns Manville specification, our requirements of the guarantee are met, and the installation has been inspected and approved by a Johns Manville Roofing Systems Representative, such installations will be eligible for issuance of our No Dollar Limit Peak Advantage Roofing System Guarantee.

Thank you for your interest in our products and services, and if we can be of further assistance, please don't hesitate to call.

Respectfully submitted,

Tim Reed
Territory Sales Agent
Johns Manville

Berridge Roof Installation Seminar

Berridge Manufacturing Company

Presented to
Roger Harness

This certificate of completion signifies the recipient has participated in
The Berridge Roof Installation Seminar.

This individual has been provided with Visual, Verbal and Written instruction pertaining to
material handling and installation of the Berridge Tee Panel roofing system, Berridge
Curved Tee Panel roofing system, Berridge Cee-Loxk roofing system
and Berridge Zee-Loxk roofing system.

Certification is valid for 3 years from issuance.

January 26, 2007

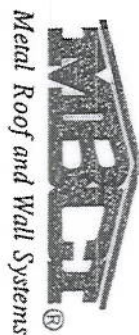
07-1227

date of issuance certificate number


Todd Baker
Instructor


Joel Lee Eric Jesse
President

Authorized Installer Certificate



Metal Building Components L.P. (MBCI) hereby certifies that

Mr. Mark W. Crenshaw

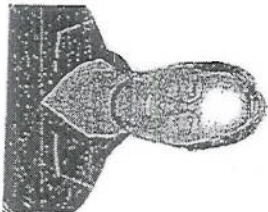
The "Installer", on behalf of Harness Roofing, Inc., the "Company" has satisfactorily completed the MBCI training seminar and has passed the required exams thereby qualifying as an MBCI Authorized Installer for the following MBCI products:

Ultra-Deck® / Double-Deck® , Batten-Deck® / Super-Deck® , Deck-Beam® / Craftsman™



Harness Roofing Inc.
17477 N. 101st Ave. S.E.
Bellevue, WA 98006

ULTRA-DECK®/DOUBLE-LOK®
BATTENLOK®/SUPERLOK®
LOKSEAM®/CRAFTSMAN™
Exp. 04-15-10



authorized installer status on behalf of the company only. MBCI hereby certifies satisfactory completion of the MBCI training seminar for 1 on this certificate. However, the installer and the company are independent of MBCI and are not MBCI's agents, employees, contractors, or PRESENT THAT THE INSTALLER AND THE COMPANY WILL UTILIZE THE METHODS AND PROCEDURES DEMONSTRATED BY MBCI and expressly ETHODS AND PROCEDURES OF THE INSTALLER AND THE COMPANY ARE NOT SUBJECT TO THE DIRECTION AND CONTROL OF MBCI. NOT SUPERVISE OR INSPECT ANY INSTALLATION OF ITS PRODUCTS AS A CONDITION TO CERTIFICATION.

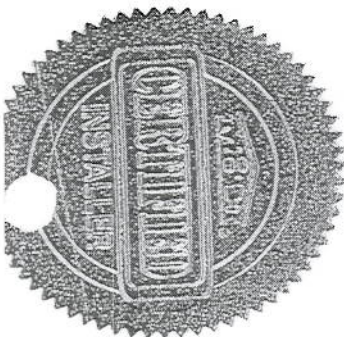
four successive one-year periods, providing that the Company listed above is in compliance with items 1-6 listed below. However, in the event s in the procedure for installation of any of its products, MBCI may require re-certification by the Company during the term of this certificate. shall this certificate remain in force and effect any time on or after the fifth anniversary date from date of issuance.

main in full force and effect during its term subject to the following conditions: The installer and the company shall: 1) Be present on each job-site to supervise the entire installation of MBCI product. (2) Utilize only those ad by MBCI at its training seminar. (3) Maintain Worker's Compensation Insurance. (4) Maintain Primary Liability coverage in the ch loss. (5) Have no claims pending or asserted of negligence or defective workmanship of MBCI products; and (6) Have not filed m creditors under any state insolvency or debtor relief statutes or under the United States Bankruptcy Code.

Wayne Dick
April 15, 2005

Wayne Dick, Executive Vice-President, Sales

Issue Date





ADDENDUM

to

Firestone Application to Install
Firestone Red Shield Warranted Roofing Systems

The undersigned, for the purpose of becoming a Firestone Red Shield Applicator understands that the following (listed) obligations must be met in order to maintain and become a Firestone Red Shield Applicator.

1. Firestone agrees to license Harness Roofing Inc., to install it's roofing systems in all states except for the state of Arkansas which will be considered by Firestone on a job to job basis and given the following conditions are met: A. Harness Roofing will request authorization from Firestone to bid a system in that state. B. Provide Firestone with all requested information about the job prior to bidding. C. Receive written authorization to bid a job in Arkansas from the Firestone Regional Business Manager prior to bidding.

2. Applicant understands that his company representative must attend program within six (6) months of acceptance as a Firestone Red Shield Warranted Applicator.

3. Applicant understands that in addition to other requirements under the terms of the Applicator Agreement in order to receive a Firestone Red Shield Warranty, Firestone tape products must be used in conjunction with all Firestone warranted EPDM systems.

4. Applicant understands that a minimum of four (4) warranted projects must be installed annually in order to maintain his license with Firestone.

5 All warranted roofs must meet Class I or Class II inspection rating. The first Class III roof inspection will place applicator on probation. Contractor understands that the second Class III roof inspection during any twelve (12) month period will bring about a cancellation.

 President 5/24/2012
Applicants Signature Company Title Date

NOBODY COVERS YOU BETTER
250 W. 96th Street • Indianapolis, IN 46260 • 317-575-7000
Facsimile: 317-575-7100
<http://www.firestonebpco.com>

Firestone

BUILDING PRODUCTS

RED SHIELD ROOFING APPLICATOR AGREEMENT

License#13966

AGREEMENT made this MAY 24, 2012, between Firestone Building Products Company, LLC, an Indiana limited liability company ("Firestone"), and Harness Roofing, Inc. a (an) _____ corporation/limited liability company/partnership/sole proprietorship ("Applicator").

1. GRANT OF LICENSE

(a) Firestone grants to Applicator the non-exclusive right to purchase and install the following Firestone Red Shield Roofing System(s)

(EPBM, APP, SBS/TOP and METAL)

(collectively the "Roofing System(s)").

(b) Firestone reserves the right to sell, distribute and install Roofing Systems directly or through others, at Firestone's sole discretion.

2. GENERAL DUTIES OF APPLICATOR.

Applicator shall:

- (a) Use its best efforts to sell and promote the use of Firestone's Roofing Systems.
- (b) At Firestone's request, provide adequate assurances of Applicator's financial responsibility.
- (c) Attend sufficient Firestone training meetings to assure quality and conformity of installed Roofing Systems, and pay for travel, lodging and living expenses while attending such meetings. Applicator agrees not to begin any installation of Roofing Systems until Applicator has attended at least one training meeting and/or is reasonably satisfied that the Applicator has received details, installation instructions, procedures and updates sufficient to complete installation in accordance with written Roofing Systems specifications in place when job is initiated.
- (d) Follow all written Roofing Systems specifications, details, installation instructions and procedures in place when job is initiated.
- (e) Purchase from and pay Firestone in full for all Roofing System products according to price quotations and terms furnished by Firestone representatives at the time of bid.
- (f) Timely provide Firestone or its representatives all requested information on the roof installation, including but not limited to the following forms: Pre-installation Notice (PIN), Approved Roof Drawing (ARD), and Request for Inspection (RFI), Repairs for Warranty (RFW), Leak/Repair Notification.
- (g) Furnish to the owner of each structure on which Roofing Systems will be installed (the "Building Owner"), along with the bid, a copy of the warranty indicated by Applicator on PIN provided to Firestone as one which will ultimately be issued by Firestone to the Building Owner, including a statement of its price.
- (h) Comply with all federal, state and local laws, regulations and governmental orders, including but not limited to: the Fair Labor Standards Act, Walsh-Healy Act, Equal Employment Act of 1972 and Occupational Safety and Health Act.
- (i) Not use any sub-contractors that are not licensed by Firestone to perform any roofing system applications, installations, alterations, flashings, or repairs, or otherwise change the condition of the roofing system without receiving the prior written approval from Firestone. However, Applicator may use non-licensed subcontractors for the installation of non-Firestone components such as plants and growth media for garden systems, photovoltaic panels or adhered modules for photovoltaic systems, or other such components as permitted by Firestone.

3. GENERAL DUTIES OF FIRESTONE.

250 West 96th Street • Indianapolis, IN 46260 • 317-575-7009 • TECHNICAL: 1-800-428-4511
Red Shield Roofing Applicator Agreement - F723-RFS-001 – 05/16//2011

This is an uncontrolled copy of an approved document. It is only valid at 5/24/2012

Firestone shall:

(a) Provide Applicator with instructional materials and training, which in Firestone's judgment are necessary to assure quality and uniformity in installation of Firestone Roofing Systems.

(b) Provide Applicator a supply of promotional materials, which in Firestone's judgment is adequate for Applicator's use in the sale and promotion of Firestone Roofing Systems.

(c) At Firestone's discretion, furnish Applicator without charge technical assistance and advice for the purpose of evaluating watertight integrity of the installation of Roofing Systems. Any information provided to Firestone to assist its evaluation shall be reviewed solely for conformity with technical requirements of the Roofing System as contained in current Firestone Technical Specifications and not for any other purpose, including but not limited to: reviewing or approving structural design, the integrity of the roof, or its structural parts. It is acknowledged that Firestone does not engage in the practices of engineering or architecture.

(d) Provide to Building Owner, at price quoted to Applicator at time of bid, Firestone's limited warranty. If Firestone's specifications, details, installation procedures or instructions were not followed, or if Firestone has not been paid in full for roofing materials and the warranty, Firestone reserves the right to refuse to issue the warranty. Applicator shall be notified of such refusal and shall be given the opportunity to remedy the situation so that the warranty can be issued.

(e) Provide to Applicator a supply of all standard forms as described in Paragraph 2(f) above.

4. PURCHASE OF ROOFING SYSTEMS.

(a) All orders to Firestone for roofing materials shall be subject to final approval and acceptance by Firestone. Firestone reserves the right to accept or reject all or any part of an order for any or for no reason.

(b) Notwithstanding any contrary terms in any purchase order, which shall not be binding on Firestone, Firestone shall sell materials to Applicator subject to Firestone's standard terms, conditions, prices and shipping practices in effect on the date of shipment. Firestone reserves the right to change its price lists at any time, but in the event of an increase in the price applicable to orders already placed by Applicator, Firestone may delay application of new prices for specified jobs when such delay has been requested and granted, in writing, or the Applicator may cancel any such orders without charge or penalty by written notice within ten (10) days after the date of the announcement of such price increase.

(c) The purchase price paid by Applicator for Firestone roofing materials and limited warranties under this Agreement does not include any sales, revenue, excise, use, "VAT," GST, PST or similar taxes levied by any governmental agency. Applicator covenants and agrees that it is solely responsible for and shall pay to the applicable governmental agency any and all such taxes.

(d) No warranty shall be issued or considered to be in force and effect unless and until Applicator has fully paid Firestone for the Roofing Systems, warranty and taxes applicable to the particular job.

(e) All shipments of Roofing products shall be F.O.B. Firestone's factory, and title to Roofing Products shall pass to Applicator upon delivery to a common carrier for shipment to Applicator.

(f) Unpaid invoices are past due if not paid in accordance with the terms stated on the invoice. Past due accounts are subject to a late charge of one and one-half percent per month on the amount overdue (not to exceed the amount allowed by law). A service charge of \$50.00 will be applied to each returned check. If at any time, Applicator fails to pay invoices when due, or if for any reason Firestone feels insecure in extending credit, Firestone may decline to provide further goods on credit. Failure by Applicator to pay any part of the account when due, or in the event that proceedings in bankruptcy, receivership, or insolvency are instituted by or against Applicator or his property, Firestone may at its option, cause the entire unpaid balance to become due immediately payable. Applicator will be liable for all costs of collection, including attorneys' fees.

(g) As security for payment and performance of (i) all of the Applicator's obligations hereunder, (ii) the payment of all amounts due to Firestone from the Applicator in connection with sale by Firestone to the Applicator of roofing materials, and (iii) all other obligations owed by the Applicator to Firestone, however evidenced, the Applicator hereby grants to Firestone a security interest in all roofing materials and other products sold by Firestone to the Applicator from time to time, together with the proceeds thereof, including all accounts related to the resale of such Roofing Products. The Applicator authorizes Firestone to file a financing statement in order to perfect the security interest of Firestone in such collateral. Applicator agrees to execute and deliver or cause to be executed and delivered such additional agreements and documents as Firestone may require from time to time in order to assure performance of the Applicator's obligations to Firestone, including without limitation, proof of insurance of any collateral, additional security agreements, and personal guarantees by the owners of the Applicator and financing statements as Firestone may require.

250 West 96th Street • Indianapolis, IN 46260 • 317-575-7009 • TECHNICAL: 1-800-428-4511
Red Shield Roofing Applicator Agreement - F723-RFS-001 - 10/04/07

This is an uncontrolled copy of an approved document. It is only valid as of 5/24/2012

5. PRE-INSTALLATION NOTICE.

(a) For every job on which the Applicator is to install Firestone Roofing Systems, the Applicator shall, at its expense, furnish to Firestone on Firestone's standard forms: a Pre-Installation Notice (PIN) of the roofing project, a roof drawing of the project and all other specifications, drawings and details requested by Firestone in order for Firestone to make a good-faith determination on the watertight integrity and warrantability of the project.

(b) Firestone's review of the above plans, details and other information is for the purpose of evaluating watertight integrity and warrantability only.

6. APPLICATOR'S RESPONSIBILITY FOR REPAIR.

For every job Applicator shall:

(a) Submit Pre-Installation Notice a minimum of fourteen (14) calendar days prior to installation.

(b) For a period of two (2) years beginning with the date Firestone's limited warranty is issued to Building Owner or, in the event a warranty is not issued pursuant to paragraph 3(d), then for a period of two (2) years beginning with the completion of the installation of Roofing Systems, repair upon request of either Building Owner or Firestone, at Applicator's expense, any leaks caused by faulty handling or installation of Roofing Systems, including but not limited to the use of materials not approved by Firestone. Applicator must provide Firestone with documentation of leak notifications directly from Building Owner, including but not limited to the cause of the leak.

(c) Allow Firestone, at Firestone's option, to inspect Roofing Systems at any time prior to the expiration of Applicator's two (2) year repair period, and at Applicator's expense follow such instructions and make such repairs deemed necessary in the judgment of Firestone to assure watertight integrity. Provided Applicator has installed the Roofing Systems and made all such repairs in accordance with written Firestone Roofing System specifications and Firestone repair instructions, the Applicator shall have no further responsibility for the roof once the two year time period has elapsed, and Firestone shall not make any demand or claim against Applicator concerning any new claims for Applicator's workmanship or handling of materials. Notwithstanding the foregoing, however, Applicator shall continue to be responsible for such claims that arose or were pending prior to the expiration of the two-year period.

(d) Subject to the approval of Building Owner and Applicator's continuing status as a Red Shield Roofing Applicator, Firestone may request a bid from the Applicator who completed the installation of Roofing Systems in the event that new repair work becomes necessary after the above two (2) year period.

7. LIMITED WARRANTY TO APPLICATOR.

Firestone warrants its material to be free from manufacturing defects. Firestone's liability and Applicator's remedies are limited to Firestone's replacement of defective material, F.O.B. factory. Replacement of defective material will be made only upon Firestone's inspection of the material and after a claim has been filed with Firestone's Customer Service Department. After such inspection and written approval from Firestone for the return, Applicator shall return the defective material according to Firestone's shipping instructions, and Firestone shall pay the shipping cost. Title to the returned material shall pass upon Firestone's acceptance of the material.

THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE HEREOF. FIRESTONE MAKES NO EXPRESS WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. FIRESTONE SHALL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.

8. INDEPENDENT CONTRACTOR.

Applicator shall act only in Applicator's legal capacity as an independent contractor. In no event shall Applicator be deemed an employee, franchisee or agent of Firestone. Firestone is not a franchisor. Applicator has no authority to act for or on behalf of Firestone or to bind Firestone in any way whatsoever, and Applicator shall not so hold itself out as having such authority. Applicator is not authorized to make or extend any promises, representations or warranties with respect to Roofing Systems except as set forth in Firestone's product literature or specifications.

9. USE OF FIRESTONE LOGOS, ETC.

250 West 96th Street • Indianapolis, IN 46260 • 317-575-7009 • TECHNICAL: 1-800-428-4511
Red Shield Roofing Applicator Agreement - F723-RFS-001 - 10/04/07

This is an uncontrolled copy of an approved document. It is only valid at 5/24/2012

Applicator shall not use the name Firestone, Firestone's logo or any other Firestone trademark or trade name in Applicator's firm name or assumed name or in any other manner, provided, however, Applicator may indicate in correspondence or advertising related to Roofing Systems, that it is a Firestone approved Roofing Applicator. Upon expiration or termination of this Agreement for any reason, Applicator shall immediately discontinue any use of any name, logo, trademark or trade name used by Firestone. Except for the right to carry out the duties set forth in this Agreement, Applicator acknowledges that it does not have and will not acquire, whether by reason of this Agreement or otherwise, any right, title or interest, direct or indirect, in any trademark applied to, or to labels affixed to, the Roofing Systems.

10. INSURANCE AND INDEMNITY.

(a) Applicator shall maintain liability insurance with companies reasonably acceptable to Firestone, with limits of at least \$2,000,000 per occurrence combined single limit, which insurance shall be primary and not entitled to contribution from any insurance maintained by Firestone. Such insurance shall contain a waiver of subrogation clause in favor of Firestone. Firestone shall be made an additional insured under this policy with respect to all operations or services performed by Applicator installing the Roofing systems. Such policies shall not be canceled, nor reduced in coverage, until after thirty (30) days' written notice to Firestone. Certificates of insurance shall be furnished to Firestone upon request.

(b) Applicator agrees to indemnify, defend and save Firestone harmless from any and all damages, losses or expenses including reasonable attorney's fees, direct or indirect, including settlement of any claim (subject to Applicator's approval, which shall not be unreasonably withheld) to which Firestone may be subjected to because of Applicator's negligence or failure to perform any term or condition of this Agreement. Firestone shall not be obligated to appeal any judgment that would impose liability on Applicator.

(c) Firestone shall indemnify and save Applicator harmless from all damages, losses or expenses, including reasonable attorney's fees, which Applicator may sustain as determined by a final judgment against Applicator or a settlement of any claim, approved in writing by Firestone, resulting from Firestone's negligence in performing or failure to perform its obligations under the limited warranty; provided, however, that this indemnity shall not be enforceable against Firestone (whether or not Firestone may have been negligent in performing or failing to perform its obligations under the limited warranty) if the damages, losses or expenses sustained by Applicator were caused in whole or in part from any act or failure to act by Applicator as required by this Agreement.

(d) Any defense tendered under this indemnity provision shall be with counsel reasonably acceptable to the indemnitee. In the event that any claim, action or proceeding is threatened or made against Applicator or Firestone which may impose liability on the other party under this indemnity, each party shall promptly serve written notice on the other party of such claim, action or proceeding, and the other party shall have the option to join in the defense of the claim at its own expense.

11. TERMINATION.

(a) Either party may terminate this Agreement at any time, without cause, on thirty (30) days prior written notice. Such right to termination is absolute and unrestricted.

(b) This Agreement may be terminated by either party immediately for breach of any covenant contained herein or, subject to any provisions of law to the contrary, if there is an adjudication of Applicator as bankrupt or insolvent, or entry of an order, remaining unstayed by appeal or otherwise for 30 days, appointing a receiver or trustee for Applicator, or for all or any of its property, or approving a petition seeking reorganization or other similar relief under the bankruptcy or other similar laws of the United States of America or any state, or the filing by the Applicator of a petition seeking any of the foregoing or consenting thereto, or the filing by the Applicator of a petition to take advantage of any debtor's act, or making a general assignment for the benefit of creditors, or admitting in writing its inability to pay its debt as they mature.

(c) Firestone and Applicator acknowledge and agree that neither shall be liable to the other for damages by reason of the termination of this Agreement pursuant to its terms; provided, however, that termination of this Agreement shall not relieve Applicator from its obligations and liabilities hereunder including but not limited to its obligations: (i) regarding indemnity and trademarks, (ii) to repair Roofing Systems as provided in Paragraph 6, (iii) to complete the installation of Roofing Systems undertaken and not completed by Applicator by the date of the termination notice, and (iv) to make all payments due or accrued to Firestone and other material suppliers.

(d) Unless otherwise agreed in writing by both parties, termination of this Agreement as provided herein shall automatically cancel all accepted orders for Roofing Systems not shipped by Firestone by the date of Firestone's or Applicator's receipt of the termination notice. Upon termination, Applicator will immediately furnish to Firestone a list of all jobs for which Applicator has been awarded contracts for the installation and use of Roofing Systems. If Applicator's account is not in arrears and Applicator has not otherwise breached the terms of this Agreement, then Firestone in its discretion may fill all orders for such jobs in accordance with the terms and conditions of this Agreement and will charge Applicator's account

250 West 96th Street • Indianapolis, IN 46260 • 317-575-7009 • TECHNICAL: 1-800-428-4511
Red Shield Roofing Applicator Agreement - F723-RFS-001 - 10/04/07

This is an uncontrolled copy of an approved document. It is only valid at 5/24/2012

therefor. As a condition to filing orders, Firestone as its option may require Applicator to furnish a surety bond or, if such bond has previously been furnished, an additional surety bond in an amount acceptable to Firestone but not to exceed the aggregate amount of all remaining jobs under bid, valued at Applicator's bid value.

12. DISPUTE RESOLUTION.

The parties will make a good faith effort to amicably settle any dispute, controversy or claim arising from or in connection with this Agreement. Any such matter which the parties cannot amicably resolve shall be settled by mediation.

13. FORCE MAJEURE.

Neither party shall be held responsible for delays or failure to perform hereunder, (except for payment of monies when due), caused by fires, floods, strikes, labor disputes, accidents, acts of war, priorities required or requested by governmental authority, and any resultant consequential costs due to transportation delays, restrictions imposed by federal, state or local law, regulations or ordinances, or Firestone's inability to secure raw materials or energy or for any other causes beyond a party's control.

14. GENERAL PROVISIONS.

The following general provisions shall apply to this Agreement:

(a) All notices shall be deemed to have been duly given if mailed certified or registered mail, return receipt requested, or by nationally-recognized overnight courier service, with charges prepaid, as follows:

If to Firestone:

Firestone Building Products Co.
250 W. 96th St.
Indianapolis, IN 46260
Attn: General Counsel

If to Applicator:

Harness Roofing, Inc.
6550 E. Skelly Drive
Tulsa, OK 74145
Attn: Roger Harness

(b) The failure of either party to enforce at any time any of the provisions hereof shall not be construed to be a waiver of such provision or the right of such party thereafter to enforce any such provisions.

(c) The rights created by this Agreement are personal and not assignable, and the obligations imposed upon Applicator are not delegable without the written consent of Firestone which consent shall not be unreasonably withheld, provided, however, that Firestone may assign this Agreement to its successors as well as to any entity or corporation now or hereafter owned or controlled by or affiliated with Firestone (defined as any corporation controlling or under common control with Firestone).

(d) This Agreement constitutes the entire Agreement between the parties and the parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representation inducing the execution nor delivery hereof except as specifically set forth in this Agreement. No change, alteration, modification or addition to this Agreement shall be effective unless in writing and signed by an authorized Firestone employee. A mere acknowledgement or acceptance of any acts or performance by either party inconsistent with the terms of this Agreement shall not be deemed an acceptance or approval by Firestone of such inconsistent acts or performance with respect to subsequent transactions. This Agreement supersedes and is in lieu of all prior agreements or arrangements between the parties. The captions in this Agreement are for convenience only and shall not affect the interpretation hereof.

(e) This Agreement shall be governed and construed in accordance with the laws of the State of Indiana, without regard to conflicts of law principles. Subject to the parties' obligation to conclusively resolve all disputes through mediation as set forth in Paragraph 12, any suit arising out of this Agreement or the rights and/or obligations hereunder shall be heard exclusively in the state or federal courts in Indianapolis, Indiana. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts.

(f) The following checked attachment(s) is/are hereby made a part of this Agreement. The provisions of any attachment may be amended by Firestone and shall become a part of this Agreement thirty (30) days after written notice.

[Specify]

250 West 96th Street • Indianapolis, IN 46260 • 317-575-7009 • TECHNICAL: 1-800-428-4511
Red Shield Roofing Applicator Agreement - F723-RFS-001 - 10/04/07

This is an uncontrolled copy of an approved document. It is only valid at 5/24/2012

(End of text of Agreement. Signatures on following page)

IN WITNESS WHEREOF, the parties hereto, by their authorized officers or representatives, have executed this Agreement as of the date first above written.

FIRESTONE:
Firestone Building Products Company, LLC

APPLICATOR:
Harness Roofing, Inc.

By: _____
Phil LaDuke
Director of Quality Assurance

Date: May 24, 2012

By: _____
Print Name: Roger L Harness
Title: President

Attest: Gail M Zeff
Print Name: Gail M Zeff
Title: Corporate Accounts MGR

Date: 5-24-12



*"Quality You Can Trust Since 1886...From
North America's Largest Roofing
Manufacturer"*

*Technical Services
1361 Alps Road, Bldg. 11-1
Wayne, NJ 07470
Phone: 1-800-766-3411, option 1*

June 6, 2012

Harness Roofing, Inc.
415 South Main Street
Harrison, AR 72601

Subject: Contractor Certification

To Whom It May Concern:

Harness Roofing, Inc. of Harrison, AR is a GAF Master Select roofing contractor for asphaltic, single-ply, and restoration roofing systems and is eligible to obtain a GAF Diamond Pledge™ (NDL) guarantee for up to 20 years and up to 35 years when installing EverGuard Extreme™ TPO, provided that the system meets all current GAF application requirements and guarantee procedures are met.

If you have any further questions, please contact us at 800-766-3411.

Sincerely,

Sadie Killman

Sadie Killman
GAF Contractor Services

Contractor License

State	License Number
Texas	Not Required
Arkansas	18900416
Oklahoma	80000044
Missouri	Registered to do Business

**** Contractor must list each state that they are licensed to work. Contractor must also add these states to the Pricing Exhibit, that includes a coefficient for each state.**

**** Contractor will only be awarded states listed on this sheet.**

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

If the TIPS member anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

1. Will you be subcontracting any of your work under this award if you are successful?

(Check one)

YES or NO

2. If yes, do you agree to comply with the following federal requirements? (Check one)

YES or NO

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.

Company Name Harness Roofing Inc.

Name of authorized representative Mike Dees

Signature of authorized representative 

Date 12/08/2015

SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$25,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, this bidder:

Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the EDGAR, §200.212 Suspension and debarment.

Vendor Name: Harness Roofing Inc.

Vendor Address: 415 South Main Harrison, AR 72601

Vendor E-mail Address: mdees@harnessroofing.com

Vendor Telephone: 870-741-0245

Authorized Company Official's Name: Mike Dees

Signature of Company Official: 

Date: 12/08/2015

2 CFR PART 200 Contract Provisions

Required Federal contract provisions of Federal Regulations for Contracts

The following provisions are required to be in place and agreed if the procurement is funded with federal funds. TIPS or its members are the subgrantee or subrecipient by definition in most cases. Not all provisions herein apply to all contracts. Compliance is required as it applies to the individual purchase contract.

**Appendix II to Part 200
Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

2 CFR PART 200

These contract provisions are incorporated by reference or attachment into all contracts with your company when TIPS or its members purchase is with federal funds if you respond to a TIPS competitive procurement request for proposals or bid..

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.

Federal Rule (1) Contracts for more than the simplified acquisition threshold 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 Federal Rule (1) above, when federal funds are expended by TIPS or its members, TIPS or its 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? YES _____ Initial of Authorized Company Official

Federal Rule (2) Termination for cause and for convenience by the grantee 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 Federal Rule (2) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS 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. TIPS OR ITS 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 TIPS OR ITS MEMBERS. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Does vendor agree? YES MD Initial of Authorized Company Official

Federal Rule (3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

2 CFR PART 200 Contract Provisions

Pursuant to Federal Rule (3) above, when federal funds are expended by TIPS OR ITS MEMBERS, for all construction contracts awarded by grantees and their contractors or subgrantees, the proposer certifies that during the term of an award, when federal funds are expended, by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with Equal Opportunity Employment laws specifically Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60.

Does vendor agree? YES MD Initial of Authorized Company Official

Federal Rule (4) 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.

Pursuant to Federal Rule (4) above, when federal funds are expended by TIPS OR ITS MEMBERS, during the term of an award for all contracts and subgrants for construction or repair, when Federal Funds are expended, by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with all provisions listed or referenced therein.

Does vendor agree? YES MD Initial of Authorized Company Official

Federal Rule (5) 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.

Pursuant to Federal Rule (5) above, when federal funds are expended by TIPS OR ITS MEMBERS, the proposer certifies that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process for construction contracts awarded by grantees and subgrantees the proposer agrees to be in compliance with all requirements listed or referenced therein.

Does vendor agree? YES MD Initial of Authorized Company Official

Federal Rule (6) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a

2 CFR PART 200 Contract Provisions

small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (6) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires that the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

Does vendor agree? YES MD Initial of Authorized Company Official

Federal Rule (7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal 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 Federal Rule (7) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires that the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

Does vendor agree? YES MD Initial of Authorized Company Official

Federal Rule (8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award \$25,000 or greater (see 2 CFR 180.220) must not be made to parties listed on the governmentwide 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.

Pursuant to Federal Rule (8) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor certifies that they are not debarred from receiving a contract from the federal government as provided therein.

Does vendor agree they are not debarred as specified above ? YES MD Initial of Authorized Company Official

Federal Rule (9) 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.

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that during the term and after the awarded term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor certifies to the terms included or referenced in Federal Rule 9 above.

2 CFR PART 200 Contract Provisions

Does vendor certify to the provisions in Federal Rule (9) above? YES MD Initial of Authorized Company Official

Federal Rule (10) 2 CFR 200.233 Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Pursuant to Federal Rule (10) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that the awarded vendor retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Does vendor agree? YES MD Initial of Authorized Company Official

Federal Rule (11) 2 CFR §200.322 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. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

Pursuant to Federal Rule (11) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to Procurement of recovered materials which are listed above.

Does vendor agree they will comply? YES MDMD Initial of Authorized Company Official

Company Name Harness Roofing Inc.

Print name of authorized representative Mike Dees

Signature of authorized representative 

Date 12/8/2015

Signature above acknowledges all provisions in this four page document and the vendor/proposer/bidder responses herein to the 11 rules.