

TIPS VENDOR AGREEMENT (JOC)

Between Provincial South, Inc. dba PSI Roofing and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8 for
TIPS RCSP 211001 Job Order Contracting

General Information

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

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

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

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

Terms and Conditions

Conflicts with RS Means Unit Price Book

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

Freight

All quotes to members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

Warranty Conditions

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

Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

Agreements

Agreements for purchase will normally be put into effect by means of a contract, agreement, or purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion. Vendor accepts and understands that when a purchase order or similar purchase document is sent from a customer through TIPS to the Vendor, TIPS is recording the purchase and verifying whether the purchase is within the parameters of the TIPS Contract only. Vendor agrees that TIPS is not a legal party to the purchase order or similar purchase document and TIPS is not responsible for identifying fraud, mistakes, or misrepresentations for the specific order. Vendor agrees that any purchase order or similar purchase document issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. A Vendor that accepts a purchase order or similar purchase document and fulfills an order, even when processed through TIPS, is representing that the vendor has carefully reviewed the purchase order or similar purchase document for legality, authenticity, and accuracy.

Davis Bacon Act

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

Other Wage Rates

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

Tax exempt status

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Most TIPS Members are tax exempt and the related laws of the jurisdiction of the TIPS Member shall apply.

Assignments of Agreements

No assignment of Agreement may be made without the prior written approval of TIPS. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
- 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 the TIPS program.
- The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Term of Agreement and Renewals

The Agreement with TIPS is for approximately **two (2) years** with an option for renewal extension for an additional **three (3) consecutive one (1) year** terms. The **first** renewal extension year shall be automatic unless the awarded vendor notifies TIPS of its objection to the first additional **one (1) year** renewal extension. If TIPS offers the **second and third one (1) year renewal extension terms**, the vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded vendor notifies TIPS of its objection to the additional term. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base term. Whether or not to offer the renewal extension years is at the sole discretion of TIPS.

“Start Date” for Term Calculation Purposes Only: Regardless of actual award/effective date of Contract, for Agreement “term” calculation purposes only, the Agreement “start date” is the last day of the month that Award Notifications are anticipated as published in the Solicitation.

Example: *If the anticipated award date published in the Solicitation is August 27, 2020 but extended negotiations delay award until September 24, 2020 the end date of the resulting initial “two-year” term Agreement, (which is subject to an extension(s)) will still be August 31, 2022.*

“Termination Date”: The scheduled Agreement “termination date” shall be the last day of the month of the month of the Original Solicitation’s Anticipated Award Date plus **two** years.

Example: *If the original term is approximately two years, and the solicitation provides an anticipated award date of August 27, 2020, the expiration date of the original two-year term shall be August 31, 2022.*

Extensions: Any extensions of the original term shall begin on the next day after the day the original term expires.

Example Following the Previous Example: *If TIPS offers a one-year extension, the expiration of the extended term shall be August 31, 2023.*

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TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits.

Total term of Agreement can be up to the number of years provided in the solicitation or as limited by statute.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

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

Shipments

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

Invoices

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

Pricing

Price increases will be honored according to the terms of the solicitation. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase, except any price changes related to the, then current, RS Means Unit Price Book is valid. Price of a specific Job Order Contract proposal to a TIPS Member shall not change within 60 days of date of proposal as a result of an updated RS Means Unit Price Book unless agreed by the TIPS Member. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

Participation Fees and Reporting of Sales to TIPS by Vendor

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees that the participation fee is due to TIPS for all Agreement sales immediately upon receipt of payment including partial payment, from the Member Entity and must be paid to TIPS at least on a monthly

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basis, specifically within 31 calendar days of receipt of payment, if not more frequently, or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is immediately due to TIPS from the Vendor and fees due to TIPS should be paid at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently.

Reporting of Sales to TIPS by Vendor

Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at https://www.tips-usa.com/vendors_form.cfm and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax

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

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that

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

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order or contract modification occurs, TIPS is to be notified within five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

TIPS Member Purchasing Procedures

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically 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.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

Form of Agreement and Reporting

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

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 reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

Novation

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

Site Requirements (when applicable to service or job)

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

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

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

Marketing

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

Supplemental agreements

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

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Survival Clause

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

Legal obligations

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

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-complying conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

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

Choice of Law

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Venue, Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect

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of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

Bonding

Proposer must provide a current letter, issued on or after the date on which this Solicitation was posted, from their Surety company(ies) that specify the bonding capacity of the proposer. Bonding surety must be authorized to do business in the State of Texas and be listed on the Department of the Treasury's Listing of Approved Sureties (Department Circular 570) Bonding capabilities documentation must be scanned and uploaded to the "Response Attachments" BONDING section.

Professional Engineering and Architect's Services

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

Scope of Services

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

Project Delivery Order Procedures

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

Scheduling of Projects

Scheduling of projects (if applicable) may be accomplished when the TIPS Member issues a Purchase Order and/or an Agreement or Contract that will serve as "the notice to proceed" as agreed by the Vendor and the TIPS Member. The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS Member or a designated representative of the TIPS Member inspect the work for acceptance under the scope and terms in the Purchase Order and/or Agreement or Contract. The TIPS Member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS Member will issue a completion

notice and final payment will be issued per the contractual requirements of the project with the TIPS Member. Any Construction contract prepared by the TIPS Member's Legal Counsel may alter the terms of this subsection, "**Scheduling of Projects**".

Bonding

When applicable, and depending on the laws of the TIPS member's jurisdiction, performance and payment bonds will be required on construction or labor required jobs and awarded contractor will meet the TIPS member's local and state purchasing requirements. In Texas, Performance Bonds are required when the project is valued at greater than \$100,000 and Payment Bonds on jobs over \$25,000. Awarded contractors may need to provide additional capacity as jobs 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 TIPS member and added to the purchase order/contract.

Support Requirements

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

Status of TIPS Members as Related to This Agreement

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

Incorporation of Solicitation

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

SECTION HEADERS OR TITLES

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

Certifications.

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. **Pursuant to Chapter 2270 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement.** For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

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

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

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

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

- **Agreements:**

All vendor Purchase Orders and/or Agreements/Contracts must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within three business days and confirm its receipt with TIPS.

- **Promotion of Agreement:**

It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor, bypassing the TIPS Agreement when the Member has requested the TIPS agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.

TIPS Vendor Agreement Signature Form

RCSP 211001 Job Order Contracting (JOC)

Company Name Provincial South Inc dba PSI Roofing

Address 792 NE 45th St


City Oakland Park State FL Zip 33334

Phone 954-791-7663 Fax 954-202-2044

Email of Authorized Representative psouza@psi-roofing.com

Name of Authorized Representative Paulo Souza

Title President


Signature of Authorized Representative 

Date 10/28/21

TIPS Authorized Representative Name David Fitts

Title Executive Director

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 1/27/2022

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



211001 Addendum 1 PSI Roofing Provincial South, Inc. Supplier Response

Event Information

Number: 211001 Addendum 1
Title: Job Order Contracting
Type: Request for Proposal
Issue Date: 10/7/2021
Deadline: 11/22/2021 03:00 PM (CT)
Notes: Dear potential TIPS Vendor,

As you review the solicitation information, you are probably looking for detailed job specifications and a scope of work for which to submit a proposal. Because of the way TIPS and most other purchasing cooperatives procure contracts, there is no specific project to award. TIPS awards an IDIQ contract, where IDIQ is an abbreviation of the term "Indefinite Delivery/Indefinite Quantity". This is a type of contract that provides for an indefinite quantity of supplies or services during a fixed period of time or life of the awarded agreement. This RCSP/solicitation was issued as a prospective award for a pricing agreement to be used when a TIPS member entity needs the goods or services offered under the agreement in the different categories of solicitations. If you have any additional questions, please don't hesitate to reach out to us here at TIPS!

Contact Information

EXHIBIT 2

Address: Region VIII Education Service Center
Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

PSI Roofing Information

Contact: Poul Folkersen
 Address: 792 NE 45th St
 Oakland Park, FL 33334
 Phone: (954) 791-7663 x228
 Fax: (954) 202-2044
 Email: pfolkersen@psi-roofing.com
 Web Address: www.psi-roofing.com

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

Paulo Souza

Signature

Submitted at 11/19/2021 1:59:50 PM

psouza@psi-roofing.com

Email

Requested Attachments**Vendor Agreement**

PSI Vendor Agreement JOC 211001.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.

DO NOT UPLOAD encrypted or password protected files.

Agreement Signature Form

PSI - Agreement Signature Form 211001 JOC.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

Reference Form

PSI Reference_Form 211001 JOC rev.xls

Valid Reference Email addresses are REQUIRED on the spreadsheet. The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Proposed Goods and Services

Screenshot 2021-11-14 19.20.08.png

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

Warranty

PSI Warranties Submittal.pdf

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

Supplementary

2018 PSI Brochure (Email Version).pdf

Supplementary information can be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

All Other Certificates

PSI Licenses.pdf

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks

EXHIBIT 2

PSI Logo.jpg

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 350 x 350 pixel - .png, .eps, .jpg preferred.

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at <https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>.

Certification of Corporate Offerer - COMPLETE ONLY IF OFFERER IS A CORPORATION

PSI CERTIFICATION_OF_CORPORATE_OFFERER_FORM.pdf

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

Disclosure of Lobbying Activities Standard Form LLL, "disclosure Form to Report Lobbying,"

No response

If you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

Confidentiality Claim Form

PSI - CONFIDENTIALITY CLAIM FORM 211001.pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

Bonding Capacity Letter from Surety/Insurance Company

2021 PSI Roofing Bondability Letter.pdf

Attach the Bonding Capacity Letter from Surety/Insurance Company. If you do not have one available at time of proposal, attached a letter stating it will be submitted when received to prove bonding capacity. No award can be made until official bonding capacity letter is received by TIPS.

Current W-9 Tax Form

Form W-9.pdf

You are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

OPTIONAL PRICING EXHIBIT

OPTIONAL PRICING EXHIBIT XACTIMATE UNIT PRICE BOOK (PSI).pdf

XACTIMATE UNIT PRICE BOOK

PROPOSERS MAY SUBMIT ATTACHMENT ENTITLED "Optional Pricing Exhibit Xactimate Unit Price Book" AS AN ADDITIONAL PRICING METHOD TO THE REQUIRED RS MEANS METHOD. You may not offer Xactimate Pricing in lieu of RS Means Pricing and doing so will disqualify you. If you submit Xactimate as an additional option for pricing, it will be averaged with the score assigned for RS Means to arrive at your final pricing score during evaluation of your proposal.

Bid Attributes

1	<p>Yes - No</p> <p>Disadvantaged/Minority/Women Business Enterprise - D/M/WBE/Federal HUBZone (Required by some participating governmental entities). Vendor certifies that their firm is a D/M/WBE or HUBZone? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.</p> <p><input type="text" value="No"/></p>
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2	Yes - No	EXHIBIT 2
<p>Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/.</p> <p>Proof may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.</p>		
<input type="text" value="No"/>		

3	Yes - No
<p>The Vendor can provide services and/or products to all 50 US States?</p>	
<input type="text" value="No"/>	

4	States Served:
<p>If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)</p>	
<input type="text" value="Florida"/>	

5	Company and/or Product Description:
<p>This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)</p>	
<input type="text" value="PSI Roofing and Restorations has been in business since 1994, and with our staff, we have over 100 years of combined roofing and restoration experience. We are located in Fort Lauderdale, FL but our services extend well beyond our borders. While our specialty is re-roofing and restoring occupied commercial buildings, we offer a full range of roofing and restoration services to meet all your needs, using only the best materials and offering the best warranties."/>	

6	Primary Contact Name
<p>Primary Contact Name</p>	
<input type="text" value="Paulo Souza"/>	

7	Primary Contact Title
<p>Primary Contact Title</p>	
<input type="text" value="President"/>	

8	Primary Contact Email
<p>Primary Contact Email</p>	
<input type="text" value="psouza@psi-roofing.com"/>	

9	Primary Contact Phone
<p>Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477</p>	
<input type="text" value="9547917663"/>	

10	Primary Contact Fax
<p>Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477</p>	
<input type="text" value="9542022044"/>	

1 1	Primary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>	EXHIBIT 2
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1 2	Secondary Contact Name Secondary Contact Name <input type="text" value="Poul Folkersen"/>
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1 3	Secondary Contact Title Secondary Contact Title <input type="text" value="Director of Sales"/>
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1 4	Secondary Contact Email Secondary Contact Email <input type="text" value="pfolkersen@psi-roofing.com"/>
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1 5	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="9547917663"/>
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1 6	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="9542022044"/>
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1 7	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="9542992750"/>
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1 8	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Poul Folkersen"/>
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1 9	Admin Fee Contact Email Admin Fee Contact Email <input type="text" value="pfolkersen@psi-roofing.com"/>
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2 0	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="9547917663"/>
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2 1	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="Poul Folkersen"/>
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2 2	Purchase Order Contact Email EXHIBIT 2 Purchase Order Contact Email <input type="text" value="pfolkersen@psi-roofing.com"/>
2 3	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="9547917663"/>
2 4	Company Website Company Website (Format - www.company.com) <input type="text" value="www.psi-roofing.com"/>
2 5	Entity D/B/A's and Assumed Names Please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the legal name under which you responded to this solicitation unless you organize otherwise with TIPS after award. <input type="text" value="PSI Roofing"/>
2 6	Primary Address Primary Address <input type="text" value="792 NE 45th St."/>
2 7	Primary Address City Primary Address City <input type="text" value="Oakland Park"/>
2 8	Primary Address State Primary Address State (2 Digit Abbreviation) <input type="text" value="FL"/>
2 9	Primary Address Zip Primary Address Zip <input type="text" value="33334"/>
3 0	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.) <input type="text" value="roofing, waterproofing, PSI, PSI-Roofing, Construction, General Construction, Asset Management, Disaster Response, Emergency Response, Emergency, Roof Repair, Roof, Repair, replacement, restoration, maintenance, warranty, monitoring, inspection, infrared, drone, Garland, Duro-Last, Duro, insurance, adjusters, Durolast"/>

3 1 Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?

Most of our members receive Federal Government grants or other funding and they make up a significant portion of their budgets. The Members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that include provisions from the federal regulations in 2 CFR part 200, etc. Your answers will determine if your award will be designated as eligible for TIPS Members to utilize federal funds with your company.

Do you want TIPS Members to be able to spend Federal funds, at the Member's discretion, with you?

3 2 Yes - No

Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:

(A) has its principal place of business in Texas;

OR

(B) employs at least 500 persons in Texas?

3 3 Company Residence (City)

Vendor's principal place of business is in the city of?

3 4 Company Residence (State)

Vendor's principal place of business is in the state of?

3 5 TIPS administration fee

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

3 6 Yes - No

Vendor agrees to remit to TIPS the required administration fee?

TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.

37 PRICING OF Regular Hours Coefficient EXHIBIT 2

What is your regular hours coefficient for the RS Means Price Book?

Remember that this is a ceiling price proposed. You can discount lower than your proposed contract coefficient, but not higher.

This is one of three pricing questions that are required for consideration for award on this solicitation. Please consider your answer carefully. An explanation of the TIPS scoring of pricing is included in the attachments for your information.

The below is an Example of how pricing model works (not intended to influence your proposed coefficient, you should propose a coefficient that you determine is right for your business):

To propose the exact pricing as the RS Means Unit Price Book, you would insert a 1.0 and to propose a 5% discount for the RS Means Price Book would be a .95 regular hours coefficient and so on.

38 PRICING OF After Hours Coefficient

What is your after hours coefficient for the RS Means Price Book for work performed after normal working hours?

Remember that this is a ceiling price proposed. You can discount to any TIPS Member customer a lower coefficient than your proposed contract coefficient, but not higher.

This is one of three pricing questions that are required for consideration for award on this solicitation. Please consider your answer carefully. An explanation of the TIPS scoring of pricing titled "Pricing Coefficient Instruction" is included in the attachments for your information.

The below is an EXAMPLE of how the pricing model works (It is not intended to influence your proposed coefficient, you should propose a coefficient that you determine is reasonable for your business for the life of the contract):

The most common after hours coefficient is time and a half of the RS Means Unit Price Book prices. To illustrate this coefficient, if your regular hours coefficient is .95, your after hours coefficient would be 1.45.

39 PRICING for Markup of Non-Prepriced Items in RS Means Unit Price Book

What is your proposed Markup Percentage on materials not found in the RS Means Price Book?

If any materials being utilized for a project cannot be found in the RS Means Price Book, this question is what is the markup percentage on those materials?

When answering this question please insert the number that represents your percentage of proposed markup. Example: if you are proposing a 30 percent markup, please insert the number "30".

Remember that this is a ceiling markup. You may markup a lesser percentage to the TIPS Member customer when pricing the project, but not a greater percentage.

EXAMPLE: You need special materials that are not in the RS Means Unit Price Book for a project. You would buy the materials and mark them up to the TIPS Member customer by the percentage you propose in this question. If the materials cost you, the contractor, \$100 and you proposed a markup on this question for the material of 30 percent, then you would charge the TIPS Member customer \$130 for the materials.

40 Yes - No

Do you offer additional discounts to TIPS members for large order quantities or large scope of work?

4 1	Years in Business as Proposing Company EXHIBIT 2 Years in business as proposing company? <input type="text" value="27"/>
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4 2	Right of Refusal The proposing vendor has the right not to sell under the awarded agreement with a TIPS member at vendor's discretion unless required by law.
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4 3	NON-COLLUSIVE BIDDING CERTIFICATE By submission of this bid or proposal, the Bidder certifies that: 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor; 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor: 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.
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4 4	CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ -Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS. The Form CIQ is one of the attachments to this solicitation. There is an optional upload for this form provided if you have a conflict and must file the form <input type="text" value="No"/>
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4 5	Filing of Form CIQ If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above? <input type="text" value="No response"/>
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4 6	Regulatory Standing I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question. <input type="text" value="Yes"/>
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Regulatory Standing

EXHIBIT 2

Regulatory Standing explanation of no answer on previous question.

No response

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Antitrust Certification Statements (Tex. Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies that:

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

4 **Suspension or Debarment Instructions** EXHIBIT 2

9

Instructions for Certification:

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

5 **Suspension or Debarment Certification**

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By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

Yes

5 **Non-Discrimination Statement and Certification** EXHIBIT 2

1

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

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

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

Yes, I certify (Yes)

5 **2 CFR PART 200 Contract Provisions Explanation**

2

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

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

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

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2 CFR PART 200 Contracts

EXHIBIT 2

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

Does vendor agree?

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4

2 CFR PART 200 Termination

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

Does vendor agree?

5
5

2 CFR PART 200 Clean Air Act

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 \$250,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

Does vendor agree?

5 6 2 CFR PART 200 Byrd Anti-Lobbying Amendment EXHIBIT 2

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

Does vendor agree?

5 7 2 CFR PART 200 Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$250,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

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

5 8 2 CFR PART 200 Procurement of Recovered Materials

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

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

5 2 CFR PART 200 Rights to Inventions EXHIBIT 2

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 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 the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor agree?

6 2 CFR PART 200 Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, class, including optical fiber, and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does vendor agree?

6 2 CFR PART 200 Ban on Foreign Telecommunications

Federal grant funds may not be used to purchase equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor agree?

6 **2 CFR PART 200 Equal Employment Opportunity** EXHIBIT 2

2 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.”

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does vendor agree?

6 **2 CFR PART 200 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**

3 *[Applicable ONLY to contracts in excess of \$100,000 involving mechanics or laborers.]* 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 the above, when federal funds are expended by ESC Region 8 and TIPS Members on qualifying contracts, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by the District resulting from this procurement process.

Does vendor agree?

6 **Certification Regarding Lobbying** **EXHIBIT 2**

4 Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

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

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

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

6 **Lobbying Report Standard Form-LLL, "disclosure Form to Report Lobbying,"**

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

6 **Subcontracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.

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7

ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?

ONLY IF YES TO THE ABOVE QUESTIONS OR if you ever do subcontract any part of your performance under the TIPS Agreement,

do you agree to comply with the following federal requirements?

Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

6
8

Davis-Bacon Act compliance.

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part S, "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. 314S), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

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

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

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

70 Indemnification

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

Do you agree to these terms?

Yes, I Agree (Yes)

71 Remedies

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

Do you agree to these terms?

Yes, I Agree

72 Remedies Explanation of No Answer

No response

7 3	Choice of Law	EXHIBIT 2
<p>The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles. THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.</p>		
<p>Do you agree to these terms?</p>		
<p><input checked="" type="checkbox"/> Yes, I Agree (Yes)</p>		

7 4	Venue, Jurisdiction and Service of Process	
<p>Any proceeding, involving Region 8 ESC or TIPS, arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.</p>		
<p>Do you agree to these terms?</p>		
<p><input type="text" value="Agreed"/></p>		

7 5	Alternative Dispute Resolution Explanation of No Answer	
<p><input type="text" value="No response"/></p>		

7 6	Infringement(s)	
<p>The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.</p>		
<p>Do you agree to these terms?</p>		
<p><input type="text" value="Yes, I Agree"/></p>		

7 7	Infringement(s) Explanation of No Answer	
<p><input type="text" value="No response"/></p>		

7 8	Acts or Omissions	
<p>The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.</p>		
<p>Do you agree to these terms?</p>		
<p><input type="text" value="Yes, I Agree"/></p>		

7 Acts or Omissions Explanation of No Answer EXHIBIT 2

9 *No response*

8 **Contract Governance**

0 Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

Yes, I Agree (Yes)

8 **Payment Terms and Funding Out Clause**

1 Payment Terms:

TIPS or TIPS members shall not be liable for interest or late payment fees on past due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

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

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

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

Do you agree to these terms?

Yes, I Agree (Yes)

8 **Insurance and Fingerprint Requirements Information** **EXHIBIT 2**

2

Insurance

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

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834 & 22.08341. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:

- (1) will have continuing duties related to the contracted services; and
- (2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

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

See form in the next attribute to complete entitled:
Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

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

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

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

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

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

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

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

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

None

8 4 Texas Business and Commerce Code § 272 Requirements as of 9-1-2017

SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

8 5 Texas Government Code 2270 & 2271 Verification Form

Texas Government Code 2270 & 2271 Verification Form
If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
Our entity further certifies that it is is not listed on and we do not do business with companies prohibited by Texas Government Code 2270 or that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>
I swear and affirm that the above is true and correct.

YES

8 6 Logos and other company marks

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 350 x 350 pixel - .png, .eps, .jpg preferred

Potential uses of company logo:

- * Your Vendor Profile Page of TIPS website
- * Potentially on TIPS website scroll bar for Top Performing Vendors
- * TIPS Quarterly eNewsletter sent to TIPS Members
- * Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

8 **Felony Conviction Notice** **EXHIBIT 2**

7 Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.” Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.” (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

OR B. My firm is not owned nor operated by anyone who has been convicted of a felony, OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

B. Firm not owned nor operated by felon; per above

8 **If you answered C. My Firm is owned or operated by a felon to the previous question, you are**
8 **REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.**

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

- 1. Name of Felon(s)
- 2. The named person's role in the firm, and
- 3. Details of Conviction(s).

No response

8 **Required Confidentiality Claim Form**

9 Required Confidentiality Claim Form

This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the “Attachments” section, complete according to the instructions on the form, then upload the completed form, with any confidential attachments, if applicable, to the “Response Attachments” section titled “Confidentiality Form” in order to provide to TIPS the completed form titled, “CONFIDENTIALITY CLAIM FORM”. **THIS REQUIRED PROCESS IS THE ONLY WAY TO DEEM PROPOSAL DOCUMENTATION CONFIDENTIAL ANY OTHER CONFIDENTIAL DESIGNATION WILL BE DISREGARDED UNLESS THE DOCUMENT IS IDENTIFIED BY AND ATTACHED TO THE REQUIRED FORM.** By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you.

Read the form carefully before completing and if you have any questions, email bids@tips-usa.com.

9 **Choice of Law clauses for TIPS Members**

0 If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

Agreed

9 1 **Venue of dispute resolution with a TIPS Member** EXHIBIT 2

In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

9 2 **Indemnity Limitation with TIPS Members**

Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".

Agreement is a required condition to award of a contract resulting from this Solicitation.

9 3 **Arbitration Clauses**

Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?

Agreement is a required condition to award of a contract resulting from this Solicitation.

9 4 **Required Vendor Sales Reporting**

By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.

9 5 **Upload of Current W-9 Required**

Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity. Additionally, if not designated "Confidential" in your proposal response, this W-9 may be accessed by TIPS Members for the purpose of making TIPS purchases from you in the event that you are awarded. If you wish to designate your required W-9 confidential, please do so according to the terms of the Confidentiality Claim Form which is an attachment to this solicitation.

9 6 **Solicitation Deviation/Compliance**

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

97 Solicitation Exceptions/Deviations Explanation EXHIBIT 2

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

No response

98 Agreement Deviation/Compliance

Does the vendor agree with the language in the Vendor Agreement?

Yes

99 Agreement Exceptions/Deviations Explanation

If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

No response

100 Upload of Current W-9 Required

Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

101 CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES (Texas law as of September 1, 2021)

By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:

If (a) company is not a sole proprietorship; (b) company has ten (10) or more full-time employees; and (c) this contract has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to Tex. Gov't Code Ch. 2274 of SB 13 (87th session), the company hereby certifies and verifies that the company, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the contract. For purposes of this contract, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." See Tex. Gov't Code § 809.001(1).

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**CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES
(Texas law as of September 1, 2021)**

By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:

If (a) company is not a sole proprietorship; (b) company has at least ten (10) full-time employees; (c) this contract has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under Tex. Gov't Code § 2274.003 of SB 19 (87th leg.); and (e) governmental entity has determined that company is not a sole-source provider or governmental entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Pursuant to Tex. Gov't Code Ch. 2274 of SB 19 (87th session), the company hereby certifies and verifies that the company, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this contract, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See Tex. Gov't Code § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See Tex. Gov't Code § 2274.001(3) of SB 19.

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**CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH
CRITICAL INFRASTRUCTURE (Texas law as of September 1, 2021)**

By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:

If (a) company is not a sole proprietorship; (b) company has at least ten (10) full-time employees; (c) this contract has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under Tex. Gov't Code § 2274.003 of SB 19 (87th leg.); and (e) governmental entity has determined that company is not a sole-source provider or governmental entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Pursuant to Tex. Gov't Code Ch. 2274 of SB 19 (87th session), the company hereby certifies and verifies that the company, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this contract, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See Tex. Gov't Code § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See Tex. Gov't Code § 2274.001(3) of SB 19.

References **TIPS RFP 211001 Job Order Contracting**

PSI Roofing

DO NOT HANDWRITE REFERENCES AND DO NOT CONVERT EXCEL SHEET TO ANY OTHER FORMAT.

ALL INFORMATION MUST BE TYPED AND FORM MUST BE UPLOADED IN EXCEL FORMAT.

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years.

Additional references may be required.

DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than three (3) references.

Entity Name	Contact Person	VALID TYPED EMAIL IS REQUIRED	Phone	Office
City of Hallandale Beach	Freddie La Rosa	elarosa@hallandalebeachfl.gov	754.246.4261	954.457.1600
City of Tamarac	Thomas Vreeland	tom.vreeland@tamarac.org	954.818.2432	954.597.3731
City of Coconut Creek	Lou Italico	litalico@coconutcreek.net	954.448.9154	954.956.1496

CERTIFICATION BY CORPORATE OFFERER

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

OFFERER: Provincial South Inc dba PSI Roofing
(Name of Corporation)

Dina Gockerell certify that I am the Secretary of the Corporation
I, (Name of Corporate Secretary)

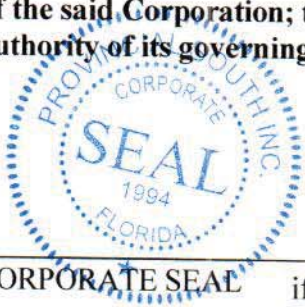
named as OFFERER herein above; that

Paulo Souza
(Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as

President
(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.



CORPORATE SEAL if available

Dina Gockerell
SIGNATURE

10/28/21
DATE

Required Confidential Information Status Form

Provincial South Inc dba PSI Roofing

Name of company

Paulo Souza - President

Printed Name and Title of authorized company officer declaring below the confidential status of material

792 NE 45th St

Oakland Park

FL

33335

954-791-7663

Address

City

State

ZIP

Phone

ALL VENDORS MUST COMPLETE THE ABOVE SECTION

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

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

ALL VENDORS MUST COMPLETE ONE OF THE TWO OPTIONS BELOW.

OPTION 1:

I DO CLAIM parts of my proposal to be confidential and **DO NOT** desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

IF CLAIMING PARTS OF YOUR PROPOSAL CONFIDENTIAL, YOU MUST ATTACH THE SHEETS TO THIS FORM AND LIST THE NUMBER OF TOTAL PAGES THAT ARE CONFIDENTIAL.

ATTACHED ARE COPIES OF _____ PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

Signature _____ Date _____

OR

OPTION 2:

I DO NOT CLAIM any of my proposal to be confidential, complete the section below.

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

Signature Paulo Souza

Digitally signed by Paulo Souza

Date: 2021.10.28 12:52:03 -04'00'

Date 10/28/21



NIELSON, ROSENHAUS & ASSOCIATES
A NIELSON HOOVER GROUP COMPANY

October 27, 2021

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

To Whom It May Concern:

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

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

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

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

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

Sincerely,

Brett Rosenhaus
Florida Licensed Agent



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

GOCKERELL, DARRICK JAMES

PSI RESTORATIONS INC
750 NE 45TH STREET
OAKLAND PARK FL 33334

LICENSE NUMBER: CGC062912

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

GOCKERELL, DARRICK JAMES

PSI ROOFING
792 NE 45TH STREET
OAKLAND PARK FL 33334

LICENSE NUMBER: CCC047136

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Your South Florida commercial roofing
company for the past 25 years.

INTEGRITY FIRST®

SUPERIOR PERFORMANCE 1 YEAR WARRANTY

PSI Warranty #:

Square Footage:

Effective Date:

Issued To:

Property Address:

Subject to the terms conditions and limitations contained herein, Provincial South, Inc. ("PSI Roofing") shall repair or cause to be repaired any leaks in the roof of the building indicated above (the "Roof", waterproof, siding) which are caused by defects in workmanship in the installation of the PSI ROOFING System by PSI ROOFING when such leaks occur during the period from the date of acceptance indicated above, until the term of the warranty expires upon its anniversary as indicated above. *This warranty is for the benefit solely of the building owner described above ("owner") and is neither assignable nor transferable unless PSI Roofing is notified within 30 days of the transfer of ownership and written permission from PSI ROOFING.*

TERMS, CONDITIONS, LIMITATIONS

PSI ROOFING's liability under this warranty and its obligations to expend the funds necessary to make repairs over the life of this warranty shall be limited in amount to the Owner's original cost of the installed PSI ROOFING System. PSI ROOFING's obligation under this warranty shall be limited to repair or replacement at PSI ROOFING's sole option, of any items which P.S.I determines to be covered under this warranty. The owners sole remedy against PSI ROOFING with respect to the PSI ROOFING System shall be by breach of this warranty. PSI ROOFING has no obligation concerning any damage caused to structure or contents of this building, even in the event such damage is caused by a roof defect. Owner is to carry insurances to cover these items at all times.

Every twelve months for the duration of the warranty the Owner shall notify PSI ROOFING, in writing, that an inspection is due, and a PSI ROOFING technical representative shall conduct an on roof inspection of the PSI ROOFING System in order to evaluate the condition of the roofing system. In the event that such inspection reveals a condition which, in the judgment of PSI ROOFING, which is not a defect covered by this warranty or is the result of an event or activity described in Paragraph 4 of this warranty, then the obligations of PSI ROOFING under this warranty shall terminate unless the Owner immediately makes, to the satisfaction of PSI ROOFING, such repairs as PSI ROOFING, within its sole discretion shall require. Once the owner has caused such repairs to be made then the protection of the warranty shall resume and continue in full force.

PSI ROOFING shall have no obligation under this warranty until it has received payment in full for all materials and services provided and the annual maintenance has been completed and is up to date.

PSI ROOFING shall have no obligation under this warranty in the event that:

- a) The roof is damaged by extraordinary natural forces, including without limitations, winds equal to or in excess of gales, hurricanes, tornadoes, as defined by the Beaufort Scale, wind launched debris, lightning, earthquakes or other similar acts of God or natural causes, or by falling trees, objects or other debris regardless of origin.
- b) The roof is damaged by willful or negligent acts including, but not limited to, fire, vandalism, labor strikes, civil uprising, acts of war or other misuse.
- c) The Roof is damaged, fails, or becomes defective as a result of settling materials not furnished by PSI ROOFING
- d) The Owner of Lessee fails to use reasonable care in maintaining the roof.
- e) The Roof is damaged by structural failures, including, without limitation, settling or shifting of the building, or movement, cracking or deflection of the roof deck, roof substrate, roofing parapet, walls, or other connecting structures, or by excessive interior pressure caused by HVAC or other ventilating equipment.
- f) The Roof is damaged by chemical conditions, environmental fallout, chemical attack and/or other conditions not disclosed to PSI ROOFING
- g) There are any alterations or repairs made on or through the Roof or objects (including, without limitation, machines, structures, fixtures or utilities are placed on the Roof without prior written authorization of PSI ROOFING
- h) The Owner or Lessee fails to comply with any material, term or condition of this warranty, including any failure by the owner or owner's designated representative to request, schedule and obtain the inspection required by Paragraph 2 of this warranty.
- i) The Owner shall cause PSI ROOFING and its agents and employees to have free access to the Roof during regular business hours during the term of this warranty.
- j) It is understood that PSI ROOFING and PSI ROOFING'S insurer will exclude all coverage for all damages relating to bodily injury, property damage, personal injury, and advertising injury caused directly or indirectly in whole or in part by mold, including fungus or mildew regardless of cost, event, material, product, and/or building component that contributed concurrently or in any sequence to that injury or damage.

PSI ROOFING's failure at any time to enforce any of the terms or conditions of this warranty shall not be a waiver of provision.

PSI ROOFING shall have no obligation under this warranty to repair any leak, unless the Owner notifies PSI ROOFING by phone or fax within 24 hours of such leak in reasonable detail and in writing within (48) hours of the discovery of such leak.

PSI ROOFING's good faith determination of the cause of leaks or damage to the roof shall be conclusive.

It is understood that PSI Roofing and PSI Roofing's insurer will exclude all coverage for all damages relating to bodily injury, property damage, personal injury, and advertising injury caused directly or indirectly in whole or in part by mold, including fungus or mildew regardless of cost, event, material, product, and/or building component that contributed concurrently or in any sequence to that injury or damage. PSI Roofing is not a mold expert and we have strongly recommend that a mold inspection be completed by an in door air quality professional retained by the owner prior to commencement.

THIS WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES OR GUARANTEES WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MECHANABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY SHALL BE THE OWNER'S EXCLUSIVE REMEDY AGAINST PSI ROOFING WITH RESPECT TO THE ROOF, AND PSI ROOFING SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES. PSI ROOFING AGENTS HAVE NO AUTHORITY TO GIVE WARRANTIES BEYOND THOSE PROVIDED IN THIS WARRANTY.

Paulo Souza, President of PSI Roofing

Signature of Property Owner or Owner's Representative

Printed Name of Property Owner or Owner's Representative



HOME

OUR SERVICES

PORTFOLIO

ABOUT US

TESTIMONIALS

SERVICE AREA

CONTACT US

BLOG

Manufacturer Partners

[Home](#) / [Learn About PSI Roofing](#) / [Manufacturer Partners](#)

PSI's Manufacturer Partners

We have partnered with the following manufacturers to provide you with the best materials and quality service that our clients have come to depend on for the past 25 years:

GAF

Founded in 1886, GAF has become North America's largest manufacturer of commercial and residential roofing. GAF's goal is to help contractors build their businesses by matching the right roofing technology to their clients' specific needs. They offer all major low-slope roofing technologies, including repair and maintenance products and roof restoration systems (often at half the cost of a new roof), as well as new roofing systems (BUR, MB, TPO, PVC, and composite systems).



Emergency Roof Repair

PSI provides 24/7 emergency leak repair service with a 4 hour maximum emergency response time. We are qualified to make repairs to any type of roof and are approved to complete warranty repairs.

Firestone Building Products

Firestone Building Products offers the commercial roofing industry the best product diversity product quality, product support, ongoing research and the unmatched resources of a company committed to excellence. As the leading manufacturer of superior commercial roofing solutions, Firestone Building Products Company, LLC has been trusted by contractors, building owners and specifiers for nearly 30 years. The company has steadily diversified from a single product to a full line manufacturer of EPDM, thermoplastic, asphalt and metal roofing systems, polyiso insulation and accessories.



The Garland Company

The Garland Company, Inc.®, a leading manufacturer of high-performance roofing and building envelope solutions, offers a wide range of modified and built-up roofing (BUR) systems, sustainable solutions, architectural and structural metal options, and maintenance and restoration systems for new construction, retrofit, and renovation. Our expansive offering of products and

GET A FREE QUOTE
— CLICK HERE —



EXHIBIT 2

services enables us to meet the performance, budgetary, and scheduling requirements for a complete range of commercial, industrial and public building markets. We continually develop innovative product and service solutions that raise the bar of performance while exceeding the individual needs of our customers.



Duro-Last

Duro-Last began in 1978 with the simple need to find a roofing system that worked. Existing roofing systems presented a common problem – they required ongoing maintenance and continual expense, with no long-term solution in sight. Founder John R. Burt used his experience in fabricating pool liners to develop a remarkable new roofing membrane. Two years of additional testing resulted in the proprietary membrane formula still in use today. Investigation of the roofing industry proved that the majority of roofing system failures then (and still today) are not due to the roofing system assembly itself but to workmanship on-site. To solve this problem we brought our roofing system “in-house” developing custom prefabrication methods and specialized equipment that allows us to complete nearly 100% of the difficult roof details and up to 85% of field seams under ideal factory controlled conditions. The result is lower on-site labor costs and better installation quality. Duro-Last is now the world’s largest manufacturer of prefabricated roofing systems. The Duro-Last Roofing System, contractor installation team, customer service and warranty all set the quality standards for the roofing industry.



Johns Manville

For more than 150 years, Johns Manville has focused on developing materials to make diverse environments stronger, more durable, and more energy efficient and comfortable. We manufacture premium-quality building and mechanical insulation, commercial roofing, glass fibers and nonwoven materials for commercial, industrial and residential applications. JM products are used in a wide variety of industries including building products, aerospace, automotive and transportation, filtration, commercial interiors, waterproofing and wind energy.



Through our 7,000 global employees, JM provides products to more than 85 countries and operates 45 manufacturing facilities in North America, Europe, and China. Since 1988, JM’s global headquarters has been located in downtown Denver.

Carlisle

In the 1960s, Carlisle SynTec Systems transformed the commercial roofing industry with the introduction of its Sure-Seal® EPDM single-ply membrane. Since that time, the Carlisle name has been synonymous with the most dependable and longest-lasting single-ply roof systems on the market. Today, Carlisle’s product offering has grown to include Sure-Weld® TPO, Sure-Flex™ PVC, and FleeceBACK® membranes, as well as a full line of innovative, labor-saving accessories. And while Carlisle’s primary focus remains on producing top-quality commercial roofing membranes, the company also manufactures insulation, adhesives, primers, and membrane cleaners. Additionally, Carlisle provides the building industry with metal roofing, coatings, sealants, vegetated roof components, skylights, pavers, and edge metal. Carlisle products have been installed on a wide range of buildings around the world, including schools, hospitals, warehouses, and cold storage facilities. With more than 15 billion square feet of roofing materials sold, Carlisle continues to lead the industry by providing its valued customers with the



EXHIBIT 2

best products, services, and warranty options available today. Whatever your roofing needs, Carlisle has a system – and an answer – for you.

Fibertite

FiberTite roofing membranes are unmatched by any other membrane. The secret to our superior performance lies in our unique product construction. With more than 30 years in development and more than 25 years on the roof, you can trust FiberTite roofing membranes to deliver long-term reliability and cost efficiency. If you need an energy efficient, cool roof solution consider this: FiberTite roofing membranes meet the California Title 24 Standard, were one of the first membrane roof products labeled under the Energy Star program, and meet the requirements of LEED.



Gaco Western

From their beginning in 1955, Gaco Western has been a recognized leader in innovative silicone roofing systems. They offer top quality waterproofing and insulation solutions for a variety of commercial, industrial, and residential applications.



Soprema

SOPREMA, Inc. is a world-wide leading manufacturer in the commercial roofing and waterproofing industry. Founded in 1908, SOPREMA has specialized in the development and production of SBS (styrene butadiene styrene) engineered asphaltic membrane. SOPREMA's unique qualifications in SBS technology are built upon an extraordinary track record of innovation and technical expertise. Through our extensive knowledge of chemical engineering, manufacturing, system design and installation, SOPREMA has continued to be an industry leading force in SBS. In the United States, SOPREMA has evolved into a true "building envelope" company featuring products such as below-grade waterproofing solutions, liquid applied waterproofing systems, self adhered underlayments, air barrier, vapor barrier and garden roofs.



The PSI Commitment

Our philosophy is "Integrity First." It is the principle that governs everything we do. We build relationships based on trust, while keeping our high moral and ethical standards as the foundation.

REQUEST A CALL

Name *

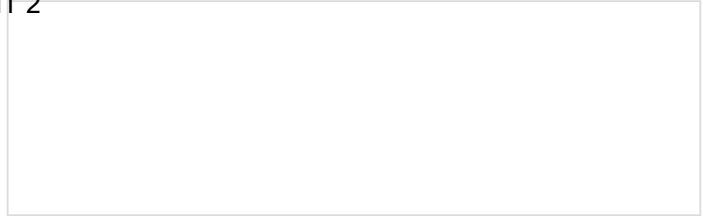
Phone Number *

Email *

Message

EXHIBIT 2

PSI Roofing is committed to delivering the right roof for your specific need. Our customer service has developed numerous long term clients since 1994. Our approach is to offer cost effective and timely solutions to all our customers' roofing issues, while placing an emphasis on quality. By utilizing the best materials in the industry with our highly trained workforce, PSI Roofing is able to offer a final product that ensures customer satisfaction for every project we take on.



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CONNECT WITH PSI ROOFING



SUBMIT

PSI Roofing

792 NE 45th St
Oakland Park, FL 33334

(954) 241-3360

EMPLOYMENT OPPORTUNITIES

INTEGRITY FIRST®

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Privacy Policy | Website Maintained by **Art Unlimited**



Your South Florida commercial roofing
company for the past 25 years.

INTEGRITY FIRST®

SUPERIOR PERFORMANCE 2 YEAR WARRANTY

PSI Warranty #: PSI JOB NUMBER

Square Footage: SAMPLE

Effective Date: 0/00/00

Issued To: SAMPLE

Property Address: Street

City, State, Zip Code

Subject to the terms conditions and limitations contained herein, Provincial South, Inc. ("PSI Roofing") shall repair or cause to be repaired any leaks in the roof of the building indicated above (the "Roof", waterproof, siding) which are caused by defects in workmanship in the installation of the PSI ROOFING System by PSI ROOFING when such leaks occur during the period from the date of acceptance indicated above, until the term of the warranty expires upon its anniversary as indicated above. *This warranty is for the benefit solely of the building owner described above ("owner") and is neither assignable nor transferable unless PSI Roofing is notified within 30 days of the transfer of ownership and written permission from PSI ROOFING.*

TERMS, CONDITIONS, LIMITATIONS

PSI ROOFING's liability under this warranty and its obligations to expend the funds necessary to make repairs over the life of this warranty shall be limited in amount to the Owner's original cost of the installed PSI ROOFING System. PSI ROOFING's obligation under this warranty shall be limited to repair or replacement at PSI ROOFING's sole option, of any items which P.S.I determines to be covered under this warranty. The owners sole remedy against PSI ROOFING with respect to the PSI ROOFING System shall be by breach of this warranty. PSI ROOFING has no obligation concerning any damage caused to structure or contents of this building, even in the event such damage is caused by a roof defect. Owner is to carry insurances to cover these items at all times.

Every twelve months for the duration of the warranty the Owner shall notify PSI ROOFING, in writing, that an inspection is due, and a PSI ROOFING technical representative shall conduct an on roof inspection of the PSI ROOFING System in order to evaluate the condition of the roofing system. In the event that such inspection reveals a condition which, in the judgment of PSI ROOFING, which is not a defect covered by this warranty or is the result of an event or activity described in Paragraph 4 of this warranty, then the obligations of PSI ROOFING under this warranty shall terminate unless the Owner immediately makes, to the satisfaction of PSI ROOFING, such repairs as PSI ROOFING, within its sole discretion shall require. Once the owner has caused such repairs to be made then the protection of the warranty shall resume and continue in full force.

PSI ROOFING shall have no obligation under this warranty until it has received payment in full for all materials and services provided and the annual maintenance has been completed and is up to date.

PSI ROOFING shall have no obligation under this warranty in the event that:

- a) The roof is damaged by extraordinary natural forces, including without limitations, winds equal to or in excess of gales, hurricanes, tornadoes, as defined by the Beaufort Scale, wind launched debris, lightning, earthquakes or other similar acts of God or natural causes, or by falling trees, objects or other debris regardless of origin.
- b) The roof is damaged by willful or negligent acts including, but not limited to, fire, vandalism, labor strikes, civil uprising, acts of war or other misuse.
- c) The Roof is damaged, fails, or becomes defective as a result of settling materials not furnished by PSI ROOFING
- d) The Owner of Lessee fails to use reasonable care in maintaining the roof.
- e) The Roof is damaged by structural failures, including, without limitation, settling or shifting of the building, or movement, cracking or deflection of the roof deck, roof substrate, roofing parapet, walls, or other connecting structures, or by excessive interior pressure caused by HVAC or other ventilating equipment.
- f) The Roof is damaged by chemical conditions, environmental fallout, chemical attack and/or other conditions not disclosed to PSI ROOFING
- g) There are any alterations or repairs made on or through the Roof or objects (including, without limitation, machines, structures, fixtures or utilities are placed on the Roof without prior written authorization of PSI ROOFING
- h) The Owner or Lessee fails to comply with any material, term or condition of this warranty, including any failure by the owner or owner's designated representative to request, schedule and obtain the inspection required by Paragraph 2 of this warranty.
- i) The Owner shall cause PSI ROOFING and its agents and employees to have free access to the Roof during regular business hours during the term of this warranty.
- j) It is understood that PSI ROOFING and PSI ROOFING'S insurer will exclude all coverage for all damages relating to bodily injury, property damage, personal injury, and advertising injury caused directly or indirectly in whole or in part by mold, including fungus or mildew regardless of cost, event, material, product, and/or building component that contributed concurrently or in any sequence to that injury or damage.

PSI ROOFING's failure at any time to enforce any of the terms or conditions of this warranty shall not be a waiver of provision.

PSI ROOFING shall have no obligation under this warranty to repair any leak, unless the Owner notifies PSI ROOFING by phone or fax within 24 hours of such leak in reasonable detail and in writing within (48) hours of the discovery of such leak.

PSI ROOFING's good faith determination of the cause of leaks or damage to the roof shall be conclusive.

It is understood that PSI Roofing and PSI Roofing's insurer will exclude all coverage for all damages relating to bodily injury, property damage, personal injury, and advertising injury caused directly or indirectly in whole or in part by mold, including fungus or mildew regardless of cost, event, material, product, and/or building component that contributed concurrently or in any sequence to that injury or damage. PSI Roofing is not a mold expert and we have strongly recommend that a mold inspection be completed by an in door air quality professional retained by the owner prior to commencement.

THIS WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES OR GUARANTEES WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY SHALL BE THE OWNER'S EXCLUSIVE REMEDY AGAINST PSI ROOFING WITH RESPECT TO THE ROOF, AND PSI ROOFING SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES. PSI ROOFING AGENTS HAVE NO AUTHORITY TO GIVE WARRANTIES BEYOND THOSE PROVIDED IN THIS WARRANTY.

Paulo Souza, President of PSI Roofing

Signature of Property Owner or Owner's Representative

Printed Name of Property Owner or Owner's Representative



Golden Pledge[®] EXHIBIT 2 Limited Warranty



The Legal Stuff

What Is Covered/Excluded. This Golden Pledge[®] Limited Warranty covers certain GAF roofing products installed on your roof (the "GAF Products") including GAF Asphaltic Shingles, GAF Ridge Cap Shingles, GAF Starter Strip Shingles, GAF Leak Barrier Products, GAF Roof Deck Protection Products, GAF Cobra[®] Attic Ventilation Products, and GAF-labeled Ultimate Pipe Flashing[®] with EasySleeve[®] (manufactured by Lifetime Tool[®] & Building Products LLC) in the unlikely event that they contain a manufacturing defect. Misapplication of your GAF Products and flashings at valleys, dormers, chimneys, and plumbing vents (the "Covered Flashings") is also covered. Note: This limited warranty does not cover low-slope membranes, Master Flow[®] Ventilation Products, or GAF ThermaCal[®] Ventilated Nail Base Roof Insulation. Please go to gaf.com for a copy of the limited warranties covering these products.

How Long Your Warranty Lasts

GAF Shingles	Manufacturing Defect Coverage		Wind Warranty Coverage		Algae Warranty Coverage		Misapplication Coverage*****
	Limited Warranty Term	Smart Choice [®] Protection Period**	Limited Warranty Term	Wind Speed Coverage (mph / km/h)	Limited Warranty Term	Smart Choice [®] Protection Period**	
Designer Lifetime Shingles	Lifetime*	50 Years	15 Years	With Special Installation***: 130/209 Without Special Installation***: 110/175	StainGuard Plus [™] : 25 Years StainGuard [®] : 10 Years	StainGuard Plus [™] : 10 Years StainGuard [®] : 1 Year	30 Years
Timberline [®] UHD Shingles							
LayerLock-labeled Shingles	Lifetime*	50 Years	15 Years	WindProven[™] Limited Wind Warranty****: No maximum wind speed. For all other installations: With Special Installation***: 130/209 Without Special Installation***: 110/175	StainGuard Plus [™] : 25 Years StainGuard [®] : 10 Years	StainGuard Plus [™] : 10 Years StainGuard [®] : 1 Year	25 Years
All Other Timberline [®] Lifetime Shingles	Lifetime*	50 Years	15 Years	With Special Installation***: 130/209 Without Special Installation***: 110/175	StainGuard Plus [™] : 25 Years StainGuard [®] : 10 Years	StainGuard Plus [™] : 10 Years StainGuard [®] : 1 Year	25 Years
Marquis WeatherMax [®]	30 Years	20 Years	15 Years	80/130	StainGuard [®] : 10 Years	StainGuard [®] : 1 Year	20 Years
Royal Sovereign [®]	25 Years	20 Years	15 Years	60/96	StainGuard [®] : 10 Years	StainGuard [®] : 1 Year	20 Years
GAF Ridge Cap Shingles	Manufacturing Defect Coverage		Wind Warranty Coverage		Algae Warranty Coverage		Misapplication Coverage*****
	Limited Warranty Term	Smart Choice [®] Protection Period**	Limited Warranty Term	Wind Speed Coverage (mph / km/h)	Limited Warranty Term	Smart Choice [®] Protection Period**	
TimberTex [®]	Limited Warranty Term and Smart Choice [®] Protection Period** lasts as long as the warranty for manufacturing defects for the type of shingle installed in the field of the roof.		15 Years	With Special Installation***: 130/209 Without Special Installation***: 110/175	StainGuard [®] : 10 Years	StainGuard [®] : 1 Year	Misapplication Coverage Term for GAF Ridge Cap Shingles lasts as long as the Misapplication Coverage Term for the type of shingle installed in the field of the roof.
Ridglass [®] , TimberCrest [®]	Limited Warranty Term and Smart Choice [®] Protection Period** lasts as long as the warranty for manufacturing defects for the type of shingle installed in the field of the roof.		15 Years	With Special Installation***: 130/209 Without Special Installation***: 110/175	No coverage.	No coverage.	Misapplication Coverage Term for GAF Ridge Cap Shingles lasts as long as the Misapplication Coverage Term for the type of shingle installed in the field of the roof.
Seal-A-Ridge [®] , Seal-A-Ridge [®] AS	Limited Warranty Term and Smart Choice [®] Protection Period** lasts as long as the warranty for manufacturing defects for the type of shingle installed in the field of the roof.		15 Years	90/144	StainGuard [®] : 10 Years	StainGuard [®] : 1 Year	Misapplication Coverage Term for GAF Ridge Cap Shingles lasts as long as the Misapplication Coverage Term for the type of shingle installed in the field of the roof.
Z [®] Ridge	Limited Warranty Term and Smart Choice [®] Protection Period** lasts as long as the warranty for manufacturing defects for the type of shingle installed in the field of the roof.		15 Years	With Special Installation***: 90/144 Without Special Installation***: 70/112	No coverage.	No coverage.	Misapplication Coverage Term for GAF Ridge Cap Shingles lasts as long as the Misapplication Coverage Term for the type of shingle installed in the field of the roof.
Other GAF Accessories	Manufacturing Defect Coverage		Wind Warranty Coverage		Algae Warranty Coverage		Misapplication Coverage*****
GAF Starter Strip Shingles GAF Leak Barrier Products GAF Roof Deck Protection Products GAF Cobra [®] Attic Ventilation Products	Limited Warranty Term and Smart Choice [®] Protection Period** lasts as long as the warranty for manufacturing defects for the type of shingle installed in the field of the roof.		No coverage.		No coverage.		Misapplication Coverage Term for GAF Ridge Cap Shingles lasts as long as the Misapplication Coverage Term for the type of shingle installed in the field of the roof.
<p>*Definition of Lifetime: The word "Lifetime" means as long as you, the original owner(s) [or the second owner(s) if coverage was properly transferred within the first 20 years], own the property where the shingles and/or accessories are installed. The Lifetime warranty term and 50-year non-prorated period are applicable only to shingles and accessories installed on a single-family detached residence owned by individuals. For any other type of owner or building, such as a corporation, governmental entity, religious entity, condominium or homeowner association, school, apartment building, office building, or multi-use structure, the length of the warranty is 40 years and the non-prorated period is 25 years. See Golden Pledge Limited Warranty for Commercial and Multi-Family Properties for complete coverage and restrictions.</p> <p>**Smart Choice[®] Protection Period: refers to the crucial period of time following installation of the GAF Products during which the coverage provided for in this limited warranty is non-prorated. After the Smart Choice[®] Protection Period specified above, the remedy provided for in this warranty may be different than that provided for during the Smart Choice[®] Protection Period, and any remedy will be reduced to reflect the use you have received from your GAF Products. The amount of use will be calculated by dividing the number of months which have elapsed since installation to the date of claim by the number of months in the warranty term. For a Lifetime warranty, GAF's contribution in years 51 and beyond is 20%. After the non-prorated period, GAF's maximum liability for any roof shall NOT exceed three times the reasonable cost of replacement GAF Products before any reduction for use.</p> <p>***Special Installation: Your GAF LayerLock-labeled shingles will be covered up to the maximum wind speed above ONLY if installed using 4 nails per shingle and you have GAF Starter Strip Products installed at the eaves and rakes. Your GAF Ridge Cap Shingles will be covered up to the maximum wind speed above ONLY if your ridge cap shingles are installed in strict accordance with the "Maximum Wind Speed Coverage Under Limited Warranty" section of the applicable ridge cap shingle application instructions.</p> <p>****WindProven[™] Limited Wind Warranty requires installation of LayerLock-labeled shingles using 4 nails per shingle, and at least four (4) qualifying accessories.</p> <p>*****Misapplication Coverage: Misapplication Coverage Terms listed above pertain to GAF Shingles and Accessories installed on single-family detached residences owned by individual(s). For other types of owners or buildings, coverage lasts for 25 years. See Golden Pledge Limited Warranty for Commercial and Multi-Family Properties for complete coverage and restrictions.</p>							

continued on next page



Golden Pledge[®] EXHIBIT 2 Limited Warranty



continued from previous page

Who Is Covered By This Limited Warranty; Transferability

You are covered by this limited warranty if you live in the United States or Canada and are the original property owner (i.e., not a builder or installer) or the first subsequent owner if this warranty was properly transferred.

This limited warranty may be transferred **only once**. The second owner must notify GAF in writing within **one year** after the property transfer for warranty coverage to be transferred. (Other than this one transfer, this warranty may **not** be transferred or assigned, directly or indirectly.) If the transfer takes place within the first 20 years after installation, the second owner is entitled to the same coverage as the original owner. If the transfer takes place afterwards, the length of this warranty shall be reduced to the two-year period after ownership changes. During this two-year period, GAF's reimbursement to the second owner will be based only on the reasonable cost of replacement GAF Products, reduced by the amount of use that has been received from the GAF Products from date of installation through the date of claim.

Manufacturing Defects: What Is Covered/Sole And Exclusive Remedy

GAF Warranty Company, LLC, a subsidiary of GAF, warrants that your GAF Products will remain free from manufacturing defects that adversely affect their performance during the applicable warranty term listed above. **Note:** Wind Warranty and Algae Warranty are covered separately below.

(1) During the Smart Choice[®] Protection Period: GAF will pay you the full reasonable cost of labor to repair or re-cover any defective GAF Product(s) (excluding non-GAF accessories, metal work, or flashings other than Covered Flashings), and will provide replacement GAF Products or the reasonable cost of obtaining replacement GAF Products, at GAF's option. The costs of labor to tear off some or all of your GAF Products and disposal are included if necessary to repair your roof.

(2) After the Smart Choice[®] Protection Period: The repair or re-cover cost, replacement GAF Products, or reimbursement provided to you will be reduced to reflect the use you have received from your GAF Products. The amount of use will be calculated by dividing the number of months which have elapsed since installation to the date of claim by the number of months in the warranty term. For a Lifetime warranty, GAF's contribution in years 51 and beyond will be 20%. After the non-prorated period, GAF's maximum liability for any roof shall NOT exceed three times the reasonable cost of replacement GAF Products before any reduction for use.

WindProven[™] Limited Wind Warranty: What Is Covered/Sole and Exclusive Remedy

This limited warranty is **specifically conditioned** on your meeting all eligibility requirements, including installation of **LayerLock-labeled** shingles, GAF Ridge Cap Shingles, GAF Starter Strip Shingles, and a GAF Roof Deck Protection Product, plus your choice of either a GAF Leak Barrier Product or GAF Attic Ventilation Product, and your **LayerLock-labeled** shingles being fastened and installed **strictly** in accordance with GAF's application instructions. For installations which do not meet these eligibility requirements, see **Wind Warranty** section below. The limited warranty applies only to your **LayerLock-labeled** shingles and does not apply to any GAF Accessory Products. GAF warrants to you that your **LayerLock-labeled** shingles will not fail to seal, blow off, or sustain damage from winds (including gusts) after they should have sealed but did not due to a manufacturing defect. **If your LayerLock-labeled shingles do fail to seal, blow off, or suffer wind damage, GAF will reimburse you for the reasonable costs of replacing the blown-off or damaged shingles and hand-sealing any unsealed shingles.** Costs related to underlayment, metal work, and flashings are not included. GAF's **maximum** liability under this paragraph is to reimburse you for the cost of hand-sealing all of the **LayerLock-labeled** shingles on your roof.

Wind Warranty: What Is Covered/Sole And Exclusive Remedy

GAF warrants to you that your GAF shingles and ridge cap shingles will not fail to seal, blow off, or sustain damage from winds (including gusts) up to the applicable wind speed listed above after they should have sealed but did not due to a manufacturing defect or their misapplication. If your shingles or ridge cap shingles do fail to seal, blow off, or suffer wind damage, GAF will reimburse you for the reasonable costs of replacing the blown-off shingles or damaged shingles or ridge cap shingles and head-sealing any unsealed shingles or ridge cap shingles. Costs relating to metal work and flashings (other than Covered Flashings) are not included. GAF's **maximum** liability under this paragraph is to reimburse you for the cost of hand-sealing all of the shingles and ridge cap shingles on your roof.

Algae Warranty: What Is Covered/Sole And Exclusive Remedy

This limited warranty applies only to shingles and ridge cap shingles sold in packages bearing the **StainGuard Plus[™]** or **StainGuard[®]** logos. GAF warrants to you that blue-green algae (also known as cyanobacteria) will **not** cause a pronounced discoloration of your **StainGuard Plus[™]** or **StainGuard[®]**-labeled shingles or ridge cap shingles for the warranty term listed above. **If your StainGuard Plus[™]-labeled shingles or your StainGuard[®]-labeled shingles or ridge cap shingles exhibit a pronounced discoloration caused by blue-green algae during the Smart Choice[®] Protection Period listed above, GAF's contribution will be either the reasonable cost of commercially cleaning your shingles or ridge cap shingles or, at GAF's sole option, replacing discolored shingles or ridge cap shingles. The maximum cost to GAF shall be lesser of the original cost of the affected shingles or ridge cap shingles or the cost to clean the affected shingles or ridge cap shingles. During the remainder of the limited warranty period, GAF's contribution to you will be reduced to reflect the amount of use you have received from your shingles or ridge cap shingles since they were installed. The amount of use will be calculated by dividing the number of months which have elapsed since installation to the date of claim by the number of months in the Algae Warranty term.**

Note: Preventing pronounced algae-related discoloration of your shingles or ridge cap shingles is achieved through formulations or through unique blends of granules.

Misapplication: What Is Covered/Sole And Exclusive Remedy

If any of your GAF Products or Covered Flashings is found to have an application error that adversely affects performance, GAF will arrange to have your roof repaired or re-covered or, at its sole option, will provide you with replacement GAF product(s) and reimburse you for the full reasonable cost of labor and other materials to repair or re-cover your roof, including Covered Flashings. The costs of labor to tear off some or all of your GAF Products and Covered Flashings and disposal are included if necessary to repair your roof.

If your claim arises out of an application error in your GAF Products or Covered Flashings, which is discovered or discoverable within the first two years after installation, it is the obligation of your Master Elite[®] Roofing Contractor to make all necessary repairs. In the event that GAF determines your Master Elite[®] Roofing Contractor is unable or unwilling to perform these repairs, GAF will arrange to have your roof repaired if the issues were caused by application errors within the scope of GAF liability under this limited warranty.

NOTE: Failure to install adequate ventilation is **NOT** an application error of your GAF Products and is not covered under this Limited Warranty. Due to the design of certain buildings, the replacement of existing flashings may be difficult, costly, or impractical. Please be sure to review these items with your roofing contractor.

What Is Not Covered

Even if your GAF Products were not properly installed according to GAF's application instructions or to standard good roofing practices, this limited warranty remains in effect. However, GAF will **NOT** be liable for and this warranty does **NOT** apply to:

- (1) Damage resulting from anything other than an inherent manufacturing defect in the GAF Products, their misapplication, or the misapplication of Covered Flashings, such as:
 - (a) settlement, movement, structural damage, or defects in the building, walls, foundation, or the roof base over which the shingles or accessories were applied.
 - (b) inadequate ventilation.
- (2) Damage resulting from causes beyond normal wear and tear, such as:
 - (a) acts of nature, such as hail, fire, or winds (including gusts) over the applicable wind speed listed above except there is no maximum wind speed restriction for shingles covered by the WindProven[™] Limited Wind Warranty.
 - (b) impact of traffic on the roof or foreign objects, including damage caused by objects blown onto the roof by wind.
 - (c) improper storage or handling of the GAF Products.
- (3) Ice damming, except for leaks in the area of your roof covered by a GAF Leak Barrier which are caused by a manufacturing defect in your GAF Leak Barrier, its misapplication, or the misapplication of Covered Flashings.
- (4) Shading or variations in the color of your GAF Products or discoloration or contamination caused by fungus, mold, lichen, algae (except for blue-green algae if your shingles or ridge cap shingles were labeled with the StainGuard Plus[™] or StainGuard[®] logos), or other contaminants, including that caused by organic materials on the roof.
- (5) Damage caused by, or the cost to repair or replace, products not sold by GAF, including but not limited to metal work and counterflashing.
- (6) Improperly designed or installed gutter or downspout systems.
- (7) Damage to the interior or exterior of the building, including, but not limited to, mold growth.
- (8) Damage to or caused by rooftop air conditioning units (and their flashing), pipe works, brace works, skylights, rooftop satellite dishes or other radio/TV devices, counterflashing, or flashings other than those specifically included above.

Other Limitations Concerning Coverage

Decisions as to the extent of repair, re-cover, or cleaning required, and the reasonable cost of such work, will be made solely by GAF. GAF reserves the right to arrange directly for your GAF Products to be repaired, re-covered, or cleaned instead of reimbursing you for such work. The remedy under this warranty is available only for those GAF Products actually exhibiting manufacturing defects, application errors (including misapplication of Covered Flashings), or algae discoloration at the time your claim is settled. Any replacement GAF Products will be warranted only for the remainder of the original warranty period. GAF reserves the right to discontinue or modify its shingles or accessories, including the colors available, so any replacement GAF Products may not be an exact match for the GAF Products on your roof. Even if GAF does not modify a color, replacement GAF Products may not match your original GAF Products due to normal weathering, manufacturing variations, or other factors.

Claims: What You Must Do

You must notify GAF about any claim within **30 days** after you notice a problem. You may report a claim online at gaf.com/contact, by calling GAF at 1-800-458-1860, sending an e-mail to warrantyclaims@gaf.com, or by sending a notice in writing to: GAF, Warranty Claims Department, 1 Campus Drive, Parsippany, NJ 07054, USA. You will then be provided with complete details about submitting your claim. You may be required to send to GAF, at your expense, photographs and sample products for testing. Within a reasonable time after proper notification, GAF will evaluate your claim and resolve it in accordance with the terms of this limited warranty. If you repair or replace your GAF Products before you notify GAF about your claim or before GAF has completed its evaluation of your claim, your claim may be denied. If you need to repair or replace your GAF Products before your claim is resolved, you **MUST** provide GAF with reasonable notice. **NOTE: Notice to your contractor, dealer, or homebuilder is NOT notice to GAF.** You should retain this document for your records in the unlikely event that you need to file a claim.

Sole And Exclusive Warranty

THIS LIMITED WARRANTY IS EXCLUSIVE AND REPLACES ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS, AND GUARANTEES, WHETHER EXPRESS OR IMPLIED, WHETHER BY STATUTE, AT LAW OR IN EQUITY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This limited warranty is your exclusive warranty from GAF and represents the **SOLE REMEDY** available to any owner of GAF Products. GAF makes NO OTHER REPRESENTATIONS, CONDITIONS, GUARANTEES, OR WARRANTIES of any kind other than that stated herein. GAF WILL NOT BE LIABLE IN ANY EVENT FOR CONSEQUENTIAL, PUNITIVE, SPECIAL, INCIDENTAL, OR OTHER SIMILAR DAMAGES OF ANY KIND, including DAMAGE TO THE INTERIOR OR EXTERIOR OF ANY BUILDING, whether any claim against it is based upon breach of this warranty, negligence, strict liability in tort, or for any other cause. This limited warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction. Some jurisdictions do not allow limitations on or the exclusion of incidental or consequential damages, so the above limitations or exclusions may not apply to you. New Jersey state residents are encouraged to review their rights under the agreement, as provided under the New Jersey Truth-In-Consumer Contract Warranty and Notice Act ("TCCWNA").

The United Nations Convention on Contracts for the International Sale of Goods shall **NOT** apply either to the sale of the GAF Products or to this limited warranty.

Modification Of Warranty

This limited warranty may not be changed or modified except in writing, signed by an officer of GAF. No one (other than an officer of GAF) has the authority to assume any additional or other liability or responsibility for GAF in connection with your GAF Products and Covered Flashings except as described in this limited warranty.

Effectiveness

This limited warranty will not take effect unless all eligibility requirements have been satisfied, this warranty is registered to you, and your roofing contractor has been paid in full.

Important Notice:

THIS IS A SAMPLE GOLDEN PLEDGE[®] LIMITED WARRANTY. IT IS YOUR CONTRACTOR'S RESPONSIBILITY TO REGISTER YOUR WARRANTY WITHIN 45 DAYS OF INSTALLATION. IF YOU HAVE NOT RECEIVED YOUR WARRANTY FROM GAF WITHIN 60 DAYS, YOU SHOULD CALL GAF AT: 1-888-532-5767, OPTION 5.



FIRESTONE WARRANTY GENERAL TERMS, CONDITIONS, AND LIMITATIONS



Warranty No:
Project No:
Start Date:

Building Identification:
Building Address:
Building Owner:
Installing Contractor:

Subject to the terms, conditions, and limitations set forth herein, Firestone Building Products Company, LLC, an Indiana limited liability company ("Firestone"), provides the Building Owner ("Owner") named above with this Limited Warranty for the Firestone provided System(s) or Material(s) set forth herein. This Limited Warranty consists of multiple pages, all of which comprise the express terms and conditions of the warranty herein. Additional requirements, terms, conditions, exceptions, and limitations are defined in subsequent pages. In the event that inconsistencies exist between the General Terms, Conditions, and Limitations listed below and the Terms, Conditions, and Limitations in subsequent pages, the subsequent pages will prevail.

GENERAL TERMS, CONDITIONS, AND LIMITATIONS

Payment Required. Firestone shall have no obligation under this Limited Warranty unless and until Firestone and the licensed applicator have been paid in full for all materials, supplies, services, approved written change orders, warranty costs and other costs which are included in, or incidental to, the System or Materials. In the event that repairs not covered by this Limited Warranty are necessary in the future, Firestone reserves the right to suspend this Limited Warranty until such repairs have been completed and the licensed applicator and/or Firestone has been paid in full for such repairs.

Exclusions. Firestone shall have no obligation under this Limited Warranty, or any other liability, now or in the future if a claim or damage is caused by: Natural forces, disasters, or acts of God including, but not limited to, fires, hurricanes (regardless of wind speed), tornadoes, microbursts, wind-blown debris, lightning, earthquakes, volcanic activity, atomic radiation, insects or animals; Act(s), conduct or omission(s) by any person, or act(s) of war, terrorism or vandalism, which damage the System or Materials or which impair the System's or Material's ability to perform properly; Failure by Owner to use reasonable care in maintaining the System or Materials. Said maintenance to include, but not be limited to, those items listed in the current version of the Firestone Owner's Manual available at www.firestonebpco.com; Deterioration, defects or failure of building components, including, but not limited to, the substrates, structural elements, walls, mortar, HVAC units, skylights, foundation settlement, or the failure of wood nailers to remain attached to the structure; Construction generated moisture, condensation or infiltration of moisture in, from, through or around the walls, copings, rooftop hardware or equipment, skylights, building structure or underlying or surrounding materials; Acid, oil, harmful chemicals or the reactions between them; Alterations or repairs to the System or Materials that are not completed in accordance with Firestone specifications, not completed by a Firestone-licensed applicator and/or completed without proper notice to Firestone Warranty Services; The design of the System: Firestone does not undertake any analysis of the architecture or engineering required to evaluate what type of System, Installation or Material is appropriate for a building and makes no warranty express or implied as to the suitability of its Products for any particular structure. Such a determination is the responsibility of the architect, engineer or design professional; Improper selection of materials for the assembly or the failure to accurately calculate wind uplift and/or applicable design loads; Deterioration to metal materials and accessories caused by marine salt water, atmosphere, or by the regular spray of either salt or fresh water; Failure of any non-Firestone brand materials used in the System or Installation not specifically accepted in writing by Firestone to be included in warranty coverage; or, Change in building use or purpose.

Overburden. Owner shall be responsible for the costs associated with the removal and replacement, as well as any damage caused by the removal and replacement, of any overburden, superstrata or overlays, either permanent or temporary, which include but are not limited to: structures or assemblies added after installation, fixtures or utilities on or through the System or Material, support platforms or bases for Photovoltaic (PV) Arrays (aka - Solar Panels), Garden Roofs, Decks, Patios or any other obstacles that impede access, clear observation, investigation or repairs to the System or Materials, excluding ballast or pavers accepted by Firestone or overburden specifically included in subsequent pages of this Limited Warranty.

Term. The term of this Limited Warranty shall be for the period set forth above and in subsequent pages of this document and shall not be extended under any circumstances without Firestone's written approval.

Access. During the term of this Limited Warranty, Firestone's designated representatives or employees shall have free access to the Installation location for inspection, audit, or repair purposes during regular business hours. In the event that access is limited due to security or other restrictions, Owner shall reimburse Firestone for all reasonable costs incurred during inspection and/or repair of the System or Materials that are due to delays associated with said restrictions.

Waiver & Severability. Firestone's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty. If any portion of this Limited Warranty is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.

Disputes. Any dispute, controversy or claim between Owner and Firestone concerning this Limited Warranty, or relating to any Material supplied or specifically required by Firestone, shall be submitted to mediation in Davidson County, Tennessee. In the event that Owner and Firestone do not resolve the dispute, controversy or claim in mediation, Owner and Firestone agree that neither party will commence or prosecute any suit, proceeding or claim other than in the state and federal courts located in Davidson County, Tennessee. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts. Owner hereby releases Firestone from all liability to Owner's insurance carrier or to anyone claiming under or through Owner by reason of subrogation or otherwise.

Governing Law. This Limited Warranty shall be governed by and construed in accordance with the laws of the state of Tennessee without regard to its rules on conflicts of laws.

FIRESTONE DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION THAT WERE NOT FURNISHED BY FIRESTONE. FIRESTONE SPECIFICALLY DISCLAIMS LIABILITY UNDER ANY THEORY OF LAW ARISING OUT OF THE INSTALLATION OF, PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY FIRESTONE. THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND FIRESTONE HEREBY DISCLAIMS ALL SUCH WARRANTIES. THIS LIMITED WARRANTY SHALL BE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST FIRESTONE AND FIRESTONE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS OR DAMAGES TO THE BUILDING OR ITS CONTENTS, SUBSTRATES, OR THE ROOF DECK. THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED, OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF FIRESTONE. NO OTHER PERSON HAS ANY AUTHORITY TO BIND FIRESTONE WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

THIS WARRANTY INSTRUMENT CONSISTS OF MULTIPLE PAGES, ALL OF WHICH ARE PART OF THIS DOCUMENT.
ADDITIONAL REQUIREMENTS ARE DEFINED IN SUBSEQUENT PAGES.

Firestone
Firestone Building Products

Firestone Building Products Company
200 4th Avenue South • Nashville, TN 37201
800-428-4442 • firestonebpco.com

1001.002.2019

FIRESTONE RED SHIELD™ ROOFING SYSTEM LIMITED WARRANTY



Warranty No:
Project No:
Start Date:

Building Identification:
Building Address:
Building Owner:
Installing Contractor:

Roof Area Warranted
Red Shield – Material Type – XX Years – 55 MPH

Square Footage: XXXXX

Firestone Building Products Company, LLC, an Indiana limited liability company ("Firestone"), warrants to the Building Owner ("Owner") named above that Firestone will, subject to the Terms, Conditions, and Limitations set forth herein, provide labor and material during the warranty period indicated above to repair any leak in the Firestone Roofing System ("System") caused by deterioration in the Firestone brand materials due to: (1) normal weathering, (2) manufacturing defects, or (3) workmanship in the application of the System.

TERMS, CONDITIONS, AND LIMITATIONS

Products Covered. The System shall mean only the Firestone branded roofing membranes, Firestone branded roofing insulations, Firestone branded roofing metal, and other Firestone branded roofing accessories when installed in accordance with Firestone technical specifications by a Firestone-licensed applicator. Any materials not manufactured or supplied by Firestone are not covered under this Red Shield™ Roofing System Limited Warranty ("Limited Warranty").

Notice. In the event that a leak occurs in the System, Owner must give notice to Firestone Warranty Services in writing or by telephone within thirty (30) days of the occurrence of the leak. By so notifying Firestone, Owner authorizes Firestone or its designee to investigate the cause of the leak at its option.

Investigation. Should the investigation reveal that the leak is excluded under the Terms, Conditions, and Limitations set forth herein, Owner shall be responsible for payment of the investigation costs. Failure by Owner to pay for these costs shall render this Limited Warranty null and void. Owner is responsible for completing repairs not covered by this Limited Warranty to be made at Owner's expense that will permit this Limited Warranty to remain in effect for the unexpired portion of its term. Failure by Owner to make these repairs in a reasonable manner using a Firestone-licensed applicator and within sixty (60) days shall render this Limited Warranty null and void.

No Dollar Limit (NDL). If upon investigation, Firestone determines that the leak is not excluded under the Terms, Conditions, and Limitations set forth herein, Owner's sole and exclusive remedy and Firestone's total liability shall be limited to the repair of the leak. There is no dollar limit placed on the cost to repair a warranted leak.

Exclusions. Firestone shall have no obligation under this Limited Warranty, or any other liability, now or in the future, if a leak or damage is caused by: Hail; Winds of peak gust speed at or in excess of 55 MPH calculated at ten (10) meters above ground using available meteorological data (all associated building components, including but not limited to the deck substrate, joists, columns and foundation, must also meet wind speed design requirements); Storage of materials or equipment on the roof not specifically accepted in writing by Firestone; Damage to the roof incurred during breach, rupture or failure of any building envelope component during a flood or wind event not covered under warranty; or, Failure to give proper notice as set forth in paragraph above.

Transfer. This Limited Warranty shall be transferable and assignable subject to Owner's payment of the current transfer fee set by Firestone.

Alteration. Owner shall notify Firestone in writing upon making any alterations to the System, or installing any structures, fixtures, or utilities on or through the System after installation, including, but not limited to, Photovoltaic (PV) Arrays, Garden Roofs, Decks, Patios, and areas intended for public access. Failure to obtain Firestone's approval for a roof modification, or failure to provide required documentation, shall render this Limited Warranty null and void.

FIRESTONE BUILDING PRODUCTS COMPANY, LLC

By:

SAMPLE

Authorized Signature:

Title:

THIS WARRANTY INSTRUMENT CONSISTS OF MULTIPLE PAGES, ALL OF WHICH ARE PART OF THIS DOCUMENT. ADDITIONAL REQUIREMENTS ARE DEFINED IN SUBSEQUENT PAGES.

Firestone

Firestone Building Products

1003.002.2019

The Garland Company, Inc.®

Thirty (30) Year High-Performance Built-Up Roofing System No Dollar Limit (NDL) Warranty

Owner Name: <u>Fairfax County Government</u>	Contractor Name: <u>Simpson Unlimited</u>
Address: <u>12055 Government Center Pkwy</u>	Address: <u>11121 Industrial Rd.</u>
City: <u>Fairfax</u> State/Zip: <u>VA 22035</u>	City: <u>Manassas</u> State/Zip: <u>VA 20109</u>
Building Name: <u>Herrity Building</u>	Process: <u>SimpSply Plus</u>
Roof ID: <u>Entire Building</u>	Square Footage: <u>2000</u>

SAMPLE

MANUFACTURER RESPONSIBILITIES

The Garland Company, Inc. (hereinafter referred to as "Garland") warrants to the Owner that the Garland roof system will not leak due to manufacturing defects or defective workmanship by the above mentioned installation contractor. Subject to receipt of proper notice as set forth below and the terms of this Warranty, Garland will pay all authorized costs of repairs to the roofing system necessary to stop any leaks caused by defective materials or workmanship that occur within thirty (30) years from the final completion date. In the event repairs to correct leaks caused by defective materials or workmanship require removal and replacement of the roof system in recover applications, Owner will be responsible for costs associated with the removal and replacement of the original roof system.

APPLICABILITY OF WARRANTY

In order for this Warranty to remain in effect, all repairs, changes, alterations, modifications and/or additions to the roofing system must be authorized in advance in writing by Garland. This Warranty is transferable, subject to Garland's approval of the payment of the transfer fee and applicable maintenance required. This Warranty shall not be applicable if, in the sole judgment of Garland, any of the following shall occur:

- A. The roofing system is damaged by natural disasters including, but not limited to, fire, floods, lightning, hail, earthquakes, wind damage in excess of 90 mph, etc.
- B. The roofing system is damaged by structural movement or failure or movement of any material underlying the roofing system or base flashing.
- C. The roofing system is damaged by acts of negligence, misuse or accidents including, but not limited to, use of roof for other than waterproofing the building, vandalism, civil disobedience or acts of war.
- D. Damage to the roofing system resulting from:
 - 1. Infiltration or condensation of moisture in, through, or around walls, copings, building structure or underlying or surrounding areas.
 - 2. Ponding water, defined as standing water 48 hours after rainfall.
 - 3. Chemical contaminate attacks on the roofing system which have not been approved or accepted by Garland.
 - 4. Defects in engineering or building design or construction.
 - 5. Traffic or storage of materials on roof.
 - 6. Defects in, failure or improper application of the underlying structural material used as a base upon which the roof is applied.
- E. Failure of Owner to properly notify Garland in writing and receive written approval of:
 - 1. Changes in the usage of the building.
 - 2. Modifications or additions to the roofing system.
- F. Failure of Owner to properly maintain the roof according to the High-Performance Roof Care & Maintenance Guide.
- G. Failure of Owner to provide Garland with timely written notice of a claim pursuant to the terms of this Warranty.

LIMITATIONS/EXCLUSIONS

Garland shall not be responsible for damages that occur to real or personal property as a result of leaks, including damage to the structure itself or contents therein. Instead, Garland's sole responsibility pursuant to this Warranty is for costs associated with repairs of leaks caused by defective materials or workmanship set forth above. Garland shall not be liable for any discoloration, cosmetic deterioration or change in the visual appearance of the roofing system or Garland's top coating, or the removal or replacement of any roof top equipment or systems to perform any repairs. Furthermore, Garland shall not be responsible for any incidental or consequential damages caused by leaks in the original roof system, including, but not limited to, loss of use or profits.

EXCEPT AS SET FORTH HEREIN, GARLAND MAKES NO OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

OWNER RESPONSIBILITIES

In the event of a leak, Owner shall provide written notice to Garland within seven (7) days of discovery of the leak and before any repairs are undertaken. The written notice shall be sent to 3800 East 91st Street, Cleveland, OH 44105. Owner, or its agent or representatives shall then provide Garland with adequate access to allow Garland to inspect the leak and roofing system. If it is determined that the roof leak is the direct result of defective materials or workmanship, Garland will perform the repairs required to correct the roof leaks at no cost to Owner. If Garland fails to have the repairs performed within 72 hours after its inspection, emergency temporary repairs performed by others will not void this Warranty, as long as those repairs are approved by Garland.

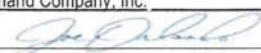
To the fullest extent allowed by law, this Warranty shall be construed under and in accordance with the laws of the State of Ohio and any actions or suits to enforce this Warranty shall be brought in the State of Ohio. This Warranty constitutes the sole and exclusive Warranty of the parties hereto and supersedes any prior understandings or written or oral agreements or warranties between the parties respecting the subject matter within. In the event that any one or more of the provisions contained in this Warranty shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Warranty shall be construed as if the invalid, illegal or unenforceable provision had never been contained therein.

WARRANTY CONTINUATION

In the fifteenth (15) year of the Warranty period, Owner must request an inspection of the roof system any time between the sixth and tenth months of the year to determine the appropriate maintenance and surface treatment required for continuation of the Warranty. Upon receipt of such request, Garland will perform an inspection of the roofing system to determine whether any repairs or surface coatings are required to make the roof system eligible for continuation of this Warranty. After such inspection, Garland will submit a detailed inspection report to Owner that identifies the nature and extent of any such repairs and/or surface coatings over the field of the roof required to maintain this Warranty. After the Owner has coated the roof and/or caused any required repairs to be made (at its sole expense and by a contractor approved by Garland) and notifies Garland of the same in writing, this Warranty will remain effective for the remaining 15 years.

WARRANTY ACCEPTANCE: Owner hereby accepts and agrees to the terms and conditions set forth in this Warranty.

By: The Garland Company, Inc.

Signed By:  Joe Orlando

Date: 10/29/2018

Owner: _____

Signed By: _____

Date: _____



Roof Systems & Warranty Summary

The Garland Company, Inc.®

Modified & BUR Systems

Warranty Options*

Mineral Surface Mod Bit	30 Year NDL 30 Year Edge-to-Edge** NDL
Smooth Surface Mod Bit with Garland Reflective Coating	30 Year NDL 30 Year Edge-to-Edge** NDL
Mineral Mod Bit with Garland Reflective Coating	30 Year NDL 30 Year Edge-to-Edge** NDL
Gravel Surface Mod Bit	30 Year NDL 30 Year Edge-to-Edge** NDL
BUR with Gravel Surface with Garland Adhesive and Plies	20 Year Limited - Non-Garland Flood Coat 30 Year Limited - Garlastic® KM Plus, Black-Knight® Cold/Black-Stallion® Cold or WeatherScreen™ Flood Coat
OptiMax® Mineral Surfaced Mod Bit	40 Year Edge-to-Edge*** NDL
OptiMax Gravel Surfaced Mod Bit	40 Year Edge-to-Edge*** NDL

Metal Systems

Warranty Options*

R-Mer® Shield & R-Mer Span (substrate with non-Garland underlayment & 1/4:12 minimum slope) <i>Shop drawings required</i>	30 Year NDL
R-Mer Shield & R-Mer Span (open purlins & 1/4:12 minimum slope) <i>Shop drawings required</i>	30 Year NDL
R-Mer Shield and R-Mer Span with R-Mer Seal (2:12 slope minimum with solid substrate) <i>Shop drawings required</i>	35 Year NDL - R-Mer Span with R-Mer Seal 40 Year NDL - R-Mer Shield with R-Mer Seal

Roof Systems & Warranty Summary

Metal Systems cont.

Warranty Options*

R-Mer Lite® (no internal drains, 1/2:12 min. slope)	30 Year Limited
R-Mer Wall-Pan (underlayment required for warranty) <i>Shop drawings required</i>	10 Year Limited
R-Mer Loc (slope > 3:12; substrate with underlayment or open purlins) <i>Shop drawings required</i>	30 Year Limited
R-Mer Loc (1½ -3:12 slope with substrate and underlayments. No open purlins in this slope range) <i>Shop drawings required</i>	20 Year Limited

Miscellaneous

Warranty Options*

Restoration	See “Restoration Systems & Warranty Summary” document
Coatings Materials	5 Year Material
Finish Warranties - Metal	30 Year Limited Paint Finish <i>(Fluorocarbon for standing seam, edge metal & wall panels)</i> <i>(Silicone modified polyester for R-Mer Lite products)</i>
Material Only Warranties - Metal	10 Year Limited

*Warranties are standard and free of charge.

**Edge-to-Edge Warranty covers all of the Garland metal components used in the flashing systems and walls.

***Garland preformed metal must be used.

**DURO-LAST®
SUPREME**

20-YEAR NDL Warranty

Warranty No. _____

15 Years Consequential Damages And 5 Years Material

I. TERMS and CONDITIONS

Duro-Last®, Inc., (“Duro-Last”), grants this No-Dollar Limit (“NDL”) Warranty (“Warranty”) to the owner of a building (“Owner”) containing a **Duro-Last Roofing System (“Duro-Last System”)** installed by a Duro-Last authorized Dealer/Contractor (“Contractor”), subject to the conditions and limitations contained herein. Duro-Last’s obligation during the 1st through 20th year shall be to repair any leak in the Duro-Last System caused by any defect in a component of the Duro-Last System and during the 1st through 15th year shall be to repair any leak in the Duro-Last System caused by the workmanship of the Contractor, but only as the workmanship relates to the installation of the Duro-Last System itself and not as it relates to other work performed, if any. Owner acknowledges that Duro-Last is the manufacturer of the Duro-Last System, and is not responsible for compliance with any applicable building codes or regulations. Duro-Last’s obligation includes, at Duro-Last’s sole discretion, either the repair or replacement of all or any part of the Duro-Last System and also includes the furnishing or cost of labor to repair the Duro-Last System. Duro-Last reserves the right to determine the appropriate repair or replacement product, including the manner or method of any repairs or replacement. The foregoing shall be the only remedies to the Owner under this Warranty, provided that each of the following conditions are met:

- A. Duro-Last and Contractor have been paid in full for the Duro-Last System, its installation and any outstanding invoices issued by Duro-Last that arise after the installation;
- B. The Duro-Last System has been approved by Duro-Last following inspection by an authorized Duro-Last Quality Assurance Technical Representative (“Duro-Last QA Tech Rep”). Owner acknowledges that the Duro-Last inspection is only to determine if the Duro-Last Warranty may be issued, and is not an inspection to determine compliance with any applicable building code or regulation pertaining to the building;
- C. The Owner must exercise reasonable and diligent care in the maintenance of the Duro-Last System by conducting good general roof maintenance in accordance with the attached Care and Maintenance Guide, which can also be located at www.duro-last.com/duro-last/careandmaintenance;
- D. The Owner has notified Duro-Last within 72 hours of the discovery of any leak, failure, emergency repairs or any other alleged Duro-Last System defect. Owner must notify Duro-Last by e-mailing ws@duro-last.com, or by calling the Duro-Last Warranty Services Department at 1-866-284-9424. If upon Duro-Last’s inspection Duro-Last determines that the reported leak, failure or defect is not covered by the Warranty, then the Owner shall be responsible for all direct expenses incurred by Duro-Last to conduct the inspection;
- E. The Owner allows Duro-Last’s QA Tech Rep(s) and/or Duro-Last Contractor(s) access to the roof including, if necessary, the removal and replacement by Owner at Owner’s expense any and all obstructions, including but not limited to: rooftop gardens, earth, soil, pavers, ballast, decks, patio and walking surface materials, photovoltaic system, and other overburden; and
- F. Duro-Last authorizes the repair and, at Duro-Last’s option, either Duro-Last’s QA Tech Rep(s) or an authorized Contractor makes the repair.

II. LIMITATIONS and EXCLUSIONS

- A. This Warranty does not apply to a Duro-Last System installed on a single-family residence.
- B. Duro-Last shall not be liable for damages arising from the design or construction of the building or roof assembly aside from the Duro-Last System. Duro-Last shall not be liable for any condensation in the building or roof assembly or any design defects that result in water penetrating into the building. Duro-Last shall not be liable for any damage to the building or leaks caused by inadequate or insufficient drainage.
- C. Duro-Last shall not be liable for any other products aside from the Duro-Last System.
- D. Duro-Last is not liable for any Duro-Last System failure nor for subsequent damages arising from Acts of God or causes outside Duro-Last’s control including, but not limited to:
 - 1) Damage caused by winds in excess of 55 mph measured in 3 second gusts at 10 meters (33 feet) high, fire, lightning, hurricane, hail, tornado, flood, earthquake, animals, insects; or
 - 2) Damage caused by accident, vandalism, intentional act, negligence or failure to use reasonable care, whether on the part of the Owner or another; or
 - 3) Damage caused by any unauthorized modification to the Duro-Last System including, but not limited to: damage caused by unauthorized components used in installation or repair, by additional equipment or structures added to or made a part of the roof, by rooftop traffic, or by chemicals not normally found in nature or the like; or
 - 4) Construction generated moisture, condensation or moisture entering the Duro-Last System through walls, copings, structural defects, HVAC systems, or any part of the building structure, including from adjacent buildings; or
 - 5) Incompatible substrates or materials not supplied by Duro-Last that come into contact with the Duro-Last membrane.
- E. Duro-Last does not warranty the watertightness of tie-ins to 1) a standing seam metal roof or 2) any other roofing system.
- F. Duro-Last does not warrant the watertightness of metal products that are located outside of the termination of the Duro-Last membrane.
- G. Duro-Last does not warrant against color change and/or pattern change and/or print change in the Duro-Last System. Further, Duro-Last shall not be responsible for any changes in appearance or aesthetic surface imperfections.
- H. Duro-Last shall have no liability under any theory of law for any claims, repairs, or other damages relating to the presence of asbestos or any vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like on or in the Duro-Last System or in the building or in the air or water serving the building.
- I. Owner must notify Duro-Last in advance of any material change in the building’s use or purpose. Duro-Last reserves the right to void this Warranty if in Duro-Last’s sole discretion, the change in the building’s use or purpose adversely affects the Duro-Last System’s ability to perform as originally installed.
- J. This Warranty is transferable to subsequent Owners only upon the express written consent of Duro-Last and at Duro-Last’s sole discretion. Duro-Last reserves the right to require an inspection of the Duro-Last System prior to the transfer of this Warranty. The Owner (undersigned

OVER: CONTINUED ON BACK

EXHIBIT 2

below) must pay for any non-warranted repairs identified by Duro-Last during the pre-transfer inspection. A transfer of this Warranty shall not be effective unless all outstanding Duro-Last invoices have been satisfied.

- K. This Warranty must be signed by the Owner, the Contractor and a Duro-Last Quality Assurance Manager. Coverage under the terms of this Warranty begins on the Effective Date. The Effective Date is determined by Duro-Last. Failure of the Owner or Contractor to sign this Warranty does not alter the Effective Date.
- L. This Warranty shall be governed by the laws of the State of Michigan without regard to conflicts of law principles. Duro-Last and Owner hereby agree that any controversy or claims between them or involving the Duro-Last System in any way shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitration hearing will be conducted in Saginaw, Michigan.
- M. No claim, suit, or other proceeding arising out of or related to the Duro-Last products or these terms, including without limitation this Warranty, may be brought by the Owner or anyone else after one (1) year from the date it accrues.
- N. Duro-Last does not waive any rights under this Warranty by refraining from exercising its rights in full in one or more instances.

THIS WARRANTY AND THE RESPONSIBILITIES AND REMEDIES STATED HEREIN ARE EXPRESSLY AGREED TO BY OWNER AND DURO-LAST AND CONSTITUTE THE SOLE WARRANTY AND REMEDIES OF THE OWNER FOR ANY ALLEGED DEFECT OR FAILURE OF THE DURO-LAST SYSTEM, WHETHER MEMBRANE, ACCESSORIES, OR CONTRACTOR WORKMANSHIP.

THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EITHER EXPRESS OR IMPLIED IN FACT, LAW OR CUSTOM) THAT EXTEND BEYOND THE EXPRESS TERMS STATED IN THIS WARRANTY TO THE FULL EXTENT DISCLAIMER IS PERMITTED BY LAW. OWNER AND DURO-LAST TOGETHER JOINTLY DISCLAIM ANY OTHER OR FURTHER WARRANTIES EXCEPT THOSE INCLUDED IN THIS DOCUMENT. IN ANY EVENT, ANY IMPLIED WARRANTY THAT IS FOUND TO EXIST DESPITE THIS DISCLAIMER IS LIMITED IN DURATION TO THE TERM HEREIN. ALL CLAIMS INCLUDING NEGLIGENCE, PRODUCTS LIABILITY, OR FOR FAILURE OF ESSENTIAL PURPOSE ARE EXPRESSLY WAIVED, RELEASED AND EXCLUDED.

FOR FIFTEEN YEARS FOLLOWING THE EFFECTIVE DATE, IN ADDITION TO THE REPAIR OR REPLACE REMEDY AVAILABLE TO OWNER, DURO-LAST WILL ALSO COVER REASONABLY FORSEEABLE CONSEQUENTIAL LEAK-RELATED INTERIOR DAMAGES TO THE BUILDING UP TO TWO MILLION (\$2,000,000.00) DOLLARS CAUSED BY A DEFECT IN THE DURO-LAST SYSTEM OR BY THE WORKMANSHIP OF THE CONTRACTOR, BUT ONLY AS THE WORKMANSHIP RELATES TO THE INSTALLATION OF THE DURO-LAST SYSTEM ITSELF AND NOT AS IT RELATES TO ANY OTHER WORK PERFORMED. THIS REMEDY IS SUBJECT TO ALL OF THE LIMITATIONS AND EXCLUSIONS SET FORTH ABOVE. ALL OTHER DAMAGES ARE EXPRESSLY EXCLUDED. OWNER AND DURO-LAST BOTH ACKNOWLEDGE AND AGREE THAT DURO-LAST WILL HAVE NO LIABILITY TO ANYONE FOR ANY DAMAGES TO THE CONTENTS WITHIN THE OWNER'S BUILDING, LOST PROFITS, LOST WAGES, LOST RENTS, LOSS OF USE OR ANY OTHER PECUNIARY DAMAGE. OWNER AND DURO-LAST BOTH ACKNOWLEDGE AND AGREE THAT DURING THE 16th THROUGH 20th YEARS OF THIS WARRANTY, DURO-LAST SHALL NOT WARRANT THE WORKMANSHIP OF THE CONTRACTOR, AND THAT DURO-LAST SHALL ONLY WARRANTY THAT ITS PRODUCT MEMBRANE, MATERIAL AND ACCESSORIES WILL NOT BECOME DEFECTIVE.

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

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

If any provision or individual term herein is invalid or unenforceable under any applicable law, the provision or term will be ineffective to that extent and for the duration of the illegality, but the remaining provisions and terms will be unaffected.

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

Name of Building

Address of Building

City, State & Zip of Building

Building Designation

Effective Date

Serial No.

Signature of Duro-Last Quality Assurance Manager

Signature of Owner

Owner (printed)

Signature of Contractor

Contractor (printed)

Square Footage

Warranty No.


Building Owner:

 Name - SAMPLE
 Address - SAMPLE
 City, State Zip - SAMPLE

Guarantee Number: *Sample - not issued*
Expiration Date: *Sample - not issued*
Job Name: *Sample - not issued*
Building Name:

 Name - SAMPLE
 Address - SAMPLE
 City, State Zip - SAMPLE

Date of Completion: *Sample - not issued*
Approved Roofing Contractor:

 Name - SAMPLE
 Address - SAMPLE
 City, State Zip - SAMPLE

Terms & Maximum Monetary Obligation to Maintain a Watertight Roofing System.
Years: XX Year

\$ No Dollar Limit

Coverage:

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

Total Squares: XXX

Sec.	Sqs.	Roof Type	Membrane Spec.	Insulation Type			Cover Board
				Layer 1	Layer 2	Layer 3	
1	XXX	XXXX	XXXXX	XXX	XXX	XXX	XXX

Accessories:	Type	Product Name	Quantity
	Expand-O-Flash (1) Style:		0 lin. ft.
	Expand-O-Flash (2) Style:		0 lin. ft.
	Expand-O-Flash (3) Style:		0 lin. ft.
	Fascia Style:		0 lin. ft.
	Copings Style:		0 lin. ft.
	Gravel Stop Style:		0 lin. ft.
	Drains (1) Style:		0 ea.
	Drains (2) Style:		0 ea.
	Vents Style:		0 ea.
	Skylight System:		0 ea.
	Energy Anchor		0 ea.

These Johns Manville Guaranteed components are referred to above as the "Roofing System" and ALL OTHER NON-JM 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.

EXHIBIT 2

WHAT TO DO IF YOUR ROOF LEAKS

If you should have a roof leak please refer to directions on the Maintenance Program page within this document.

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 Maintenance Program page of this document). 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) Failure by the Building Owner to use reasonable care in maintaining the roofing system, said maintenance which is recommended to include those items listed on the Maintenance Program page of this Guarantee; (d) 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; (e) any and all (l) 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 (ll) changes to the Building's usage that are not pre-approved in writing by JM; (f) failure of the Building substrate (mechanical, structural, or otherwise and whether resulting from Building movement, design defects or other causes) or improper drainage; (g) defects in or faulty/improper design, specification construction or engineering of the Building or any area over which the Roofing System is installed; (h) 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 (l) 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 Regional Service Manager, 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 will transfer this Guarantee, only after completing JM's transfer requirements including JM 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.

SAMPLE ONLY – NOT ISSUED

By: Joseph Smith
Title: President Roofing Systems

Addendum(s)

SAMPLE

EXHIBIT 2

Maintenance Program

The following Maintenance Program is recommended and should be implemented and followed:

1. Building Owner must notify JM's Owner Services Group (see below) immediately upon discovery of the leak and in no event later than thirty (30) days after initial discovery of the leak, time being of the essence. Failure of the Building Owner to provide timely notice to JM Guarantee Services of any leak is a material ground for termination of the Guarantee.
2. In response to timely notice, JM will arrange to inspect the Roofing System, and
 - (i) If, in JM's opinion, the leak(s) is/are the responsibility of JM under this Guarantee (see Limitations and Exclusions), then JM will take prompt appropriate action to return the Roofing system to a watertight condition, or
 - (ii) If, in JM's opinion, the leak(s) is/are not the responsibility of JM under this Guarantee, then JM will advise the Building Owner within a reasonable time of the minimum repairs that JM believes are required to return the Roofing System to a watertight condition. If the Building Owner, at his expense, promptly and timely makes such repairs to the Roofing System (time being of the essence) then this Guarantee will remain in effect for the unexpired portion of its Term. Failure to make any of these repairs in a timely and reasonable fashion will void any further obligation of JM under this Guarantee as to the damaged portion of the Roofing System as well as any other areas of the Roofing System impacted by such failure.
3. In the event an emergency condition exists which requires immediate repair to avoid damage to the Building, its contents or occupants, then Building Owner may make reasonable, essential temporary repairs. JM will reimburse Building Owner for those reasonable repair expenses only to the extent such expenses would have been the responsibility of JM under the Guarantee.

There are a number of items not covered by this Guarantee that are the sole, exclusive responsibility of the Building Owner. In order to ensure that your new roof will continue to perform its function and to continue JM's obligations under the Guarantee, you should examine and maintain the items below on a regular basis. All damage or leak investigation findings that are the direct result of non-covered maintenance items are the sole responsibility of the owner.

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

When checking the Roofing System:

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

Protecting your investment:

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

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

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

Owner Services Group

(800) 922-5922

E-mail: OwnerServices@jm.com

www.jm.com/roofing

WARRANTY NO.:
BUILDING OWNER:
NAME OF BUILDING:
BUILDING ADDRESS:
DATE OF COMPLETION OF THE CARLISLE TOTAL ROOFING SYSTEM:
DATE OF ISSUE:

Carlisle Roofing Systems, Inc., (Carlisle) warrants to the Building Owner (Owner) of the above described building, that; subject to the terms, conditions, and limitations stated in this warranty, Carlisle will repair any leak in the Carlisle 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 newly installed Carlisle brand materials: Membrane, Flashings, Adhesives and Sealants, Insulation, Cover Boards, Fasteners, Fastener Plates, Fastening Bars, Insulation Adhesives and any other newly installed Carlisle brand products utilized in this installation.

TERMS, CONDITIONS, LIMITATIONS

1. Owner shall provide Carlisle with written notice via letter, fax or email within thirty (30) days 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. Carlisle shall have sole responsibility in determining the method of repair of the area.
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, lightning, fire, insects, animals, windblown debris or objects, earthquakes, tornados, hail, hurricanes, and winds of (3 second) peak gust speeds of -- mph or higher measured at 10 meters above ground; or
 - (b) Loss of integrity of the building envelope and/or structure, including, but not limited to, partial or complete loss of roof decking, wall siding, windows, roof top units, doors or other envelope components; or
 - (c) All associated building components, including but not limited to the deck substrate, joists, columns and foundation, must also meet wind speed design requirements.
 - (d) The Carlisle Total Roofing System is damaged by any acts, accidents, misuse, abuse, vandalism, civil disobedience or the like; or
 - (e) 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
 - (f) Deterioration of metal materials and accessories caused by marine salt water, atmosphere, or by regular spray of either salt or fresh water; or

EXHIBIT 2

- (g) 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; or
- (h) The Carlisle Total Roofing System encounters leaks or is otherwise damaged by condensation resulting from any condition within the building that may generate moisture; or
- (i) The Carlisle Authorized Applicator or any additional contractor or subcontractor failed to follow Carlisle's published specifications and details for the approved system assembly or failure to correct all installation deficiencies listed in any Carlisle inspection report.

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, solar arrays, wind turbines, roof gardens 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 Guide which accompanies this Warranty.

5. In addition, it shall be Owner's sole responsibility to remove and re-install at Owner's expense, all obstructions, including, but not limited to, structures, fixtures, solar arrays, wind turbines, roof gardens, utilities or other overburden from the affected area as determined by Carlisle that would hinder or impede repairs being made in the most expedient and least expensive manner possible. Owner shall be responsible for all costs associated with any loss of power generation in the event that removal of a solar array is required to repair the roofing system.

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/or 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 shall be transferable upon a change in ownership of the building when the Owner has completed certain procedures, including a transfer fee and an inspection of the Roofing System by a Carlisle representative.

12. Any dispute, controversy or claim between the Owner and Carlisle concerning this Limited Warranty shall be settled by mediation. In the event that the Owner and Carlisle do not resolve the dispute, controversy or claim in mediation, the Owner and Carlisle agree that any and all suits, proceedings, or claims shall be filed in either the state courts of Cumberland County, Pennsylvania or in the United States District Court for the Middle District of Pennsylvania. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts.

EXHIBIT 2

13. Roof System Design Assembly: Carlisle, as manufacturer of commercial roofing products with the sole purpose of offering products for an Owner, design professional, architect, consultant, or engineer when designing/choosing a roof system assembly, assumes no liability nor implies to the suitability of the products for any particular assembly or specific building operation or structure. The Owner, design professional, architect, consultant, or engineer is solely responsible for the assembly chosen for a particular building structure to include the responsibility to properly calculate wind uplift values, design dead loads and live loads, and suitability and condition of building envelope substrate, decking, parapets, drainage, slope, and other attributes pertaining to the performance of the roof system assembly.

14. The Carlisle Authorized Applicator or any additional contractor or subcontractor are not agents of Carlisle.

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

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

BY: Mark J. Long
AUTHORIZED SIGNATURE
TITLE: Director, Technical and Warranty Services
This Warranty Expires: --

Carlisle Care and Maintenance Guide

In order to ensure the long-term performance of your Roofing System and continued warranty service and coverage, regular rooftop maintenance inspections are necessary. While normal aging will occur on all roofs, if not detected early, problems stemming from abuse, contamination, accidents and severe weather can result in extensive and costly repairs or premature failure of the roofing system. Single-ply Roofing Systems are typically low-slope and easy to inspect, but caution must be taken to ensure safety. Carlisle disclaims and assumes no liability for any rooftop activity.

- Owner must retain records related to the Roofing System. Such records include, but are not limited to: the warranty document and serial number, maintenance inspection logs, rooftop traffic logs, service logs, and invoices for work performed on the roofing system.
- Inspect the roof at least every six months (preferably spring and fall) and immediately following any weather event that includes excessive rainfall, high winds and/or hail warnings. Increased number of rooftop maintenance inspections may be required on some roofs as the location may dictate, such as higher trees near the building which will accumulate leaves and debris on the roof and have adverse effects on drainage. In addition, rooftop maintenance inspections should occur after regular maintenance of any rooftop unit.

When inspecting the Roofing System, pay special attention to the following:

- Walls/Parapets/Roof Edge – Wind damage often begins at the perimeter of the roof. Ensure all membrane terminations and edge metal and copings are secure.
- Roof Deck Membrane – Inspect the field of the roof, scanning for damage caused by wind-blown debris or traffic.
- Penetrations/Rooftop Units – Inspect the membrane, flashings and terminations around penetrations and roof top units for possible damage from service work. Ensure the units and terminations are secure.
- Remove debris (leaves, dirt, trash, etc.) – Good roofing practice dictates that water should drain from the roof and that ponded water should evaporate within 48 to 72 hours after a rainfall. Debris can inhibit drainage.

Additional Maintenance Items:

- Foot Traffic – Walkways must be provided if regular traffic is required or if rooftop equipment has a regular thirty (30) day or less maintenance schedule.
- Petroleum Products & Chemicals - Keep all liquids containing petroleum products or chemicals off the membrane to avoid product degradation.
- Animal Fats/Vegetable Oils: EPDM Membranes - Do not exhaust animal fats/vegetable oils directly onto EPDM roof surfaces. TPO & PVC Membranes – Animal fats/vegetable oils must be regularly removed and the rooftop surface cleaned with a mixture of soap and water.

What to do if a leak occurs:

- After verifying the leak is through the roofing system, contact Carlisle at 1-800-233-0551 or at www.carlisesyntec.com.
- If minor, emergency temporary repairs are made to a suspected leak area, use Carlisle's Lap Sealant or a good-grade rubber caulk to address the repair area (do not use asphaltic roof cement). Please note, Carlisle is not responsible for the cost associated with any emergency temporary repairs.

Alterations to the Roofing System:

- Alterations to the Roofing System must be completed by a Carlisle Authorized Applicator. The Carlisle Authorized Applicator must notify Carlisle when the revision work is complete. The necessary form can be found on the Carlisle website via the Authorized Applicators login.

Warranty Transfer:

- Warranties shall be transferable upon a change in ownership of the building when the Owner has completed certain procedures. This form can be found on the Carlisle website for additional guidelines.



SEAMAN CORPORATION COMMERCIAL ROOFING WARRANTY

Building Name: _____	Warranty Serial No.: _____	Sample Only
Building Address: _____	Effective Date: _____	_____
Building Owner: _____	Warranted Roof Area: _____	_____
Owner Address: _____	Expiration Date: _____	_____

SEAMAN CORPORATION ("Seaman Corp.") warrants to the owner named above ("Owner") of the building described above (the "Building") that, subject to the Terms & Conditions set forth below, for a period of **20 years** commencing with the date of substantial completion of the installation of the roofing membrane, Seaman Corp. will repair leaks originating in the FiberTite Roofing System ("Roofing System") installed on the Building that are attributable to the Roofing System and/or workmanship provided by a roofing applicator authorized by Seaman Corp. to install the Roofing System (an "Authorized Applicator").

Terms & Conditions

- The Roofing System includes only FiberTite® roof membranes, insulation and accessories provided by Seaman Corp installed in accordance with Seaman Corp.'s technical specifications.
- In order for this warranty to be effective the Roofing System must have been installed by an Authorized Applicator and inspected and approved for warranty by Seaman Corp.
- Owner shall give Seaman Corp. written notice not more than thirty (30) days after discovery of any leaks in the Roofing System. By giving such notice Owner authorizes Seaman Corp. or its agents to inspect the Roofing System and investigate the cause of the leak.
- Owner shall give or cause to be granted to Seaman Corp. free access to the roof of the Building during regular business hours to inspect the Roofing System. Owner shall indemnify and hold Seaman Corp. harmless for any damages or costs incurred by Seaman Corp. or its agents due to roof access delays as a result of security or other restrictions. Should the Roofing System be concealed with an overburden; i.e., garden roof, paving etc., Owner shall be responsible for all costs necessary to expose the Roofing System for inspection and/or repair.
- If, after its inspection, Seaman Corp. determines in good faith that the leaks are a result of defects in the Roofing System and/or the workmanship provided by the Authorized Applicator, Seaman Corp. will repair any leaks in the Roofing System at its expense.
- If, after its inspection, Seaman Corp. determines in good faith that the cause of the leaks are outside of the scope of this warranty, Owner shall pay for Seaman Corp.'s investigation and inspection costs and Seaman Corp. shall advise Owner of the type of repairs necessary to correct the leaks and cause the then existing remaining portion of this warranty to remain effective. This warranty shall automatically terminate if Owner fails to promptly make or cause to be made any such repairs or fails to pay such investigation and inspection costs.
- In no event shall Owner make any alterations or repairs to the Roofing System or install any structures, fixtures on or through such system without the prior written consent of Seaman Corp.
- Seaman Corp. shall have no obligation under this warranty unless and until all invoices for or otherwise relating to the Roofing System, including without limitation, materials, installation services, and supplies have been paid in full to the Authorized Applicator and Seaman Corp.
- This warranty shall not be applicable to nor shall Seaman Corp. be responsible for damage, leaks, or loss caused in whole or in part by: (a) natural disasters, including without limitation, earthquakes, hurricanes, tornadoes, winds in excess of 60 MPH, hail greater than ¾-in. in diameter, and lightning, which damages the Roofing System, or which impairs the Roofing System's ability to resist leaks, (b) acts of war or terrorism, civil disobedience, vandalism, animals, or insects which damage the Roofing System, or which impair the Roofing System's ability to resist leaks, (c) unauthorized alterations of the Roofing System (see Section 7 above) or installation of structures, fixtures, or utilities on or through the Roofing System by Owner, (d) negligence or failure of Owner to properly maintain the Roofing System, including without limitation, failure of Owner to maintain the Roofing System in accordance with Seaman Corp's FiberTite Maintenance Guidelines listed on the reverse side of this warranty, (e) settling, warping, defective condition, deterioration, corrosion, or other failure of the structure or substrata to which the Roofing System is attached or the walls or mortar of the Building; (f) any chemical contaminants injurious to the Roofing System that have not been specifically approved by Seaman Corp. via the Materials Submittal & Warranty Request form, (g) traffic or storage of materials on the Roofing System, (h) infiltration or condensation of moisture in, through, around or above the walls and/or other structure of the Building, (i) acts of negligence or misuse by Owner or any other party other than Seaman Corp. or the Authorized Applicator, (j) failure of any material or component not furnished by Seaman Corp., (k) the construction or design of the Building or its components, (l) a change in the use of the Building, and/or (j) loss of integrity of the Building envelope and/or structure.
- Rights under this warranty may be transferable by Owner to a third party only with the prior written consent of Seaman Corp. and the payment of the then-current transfer fees, inspections services and subsequent repair of the Roofing System, if necessary, by the Owner.
- Failure by Seaman Corp. to enforce any of the terms or conditions in this warranty shall not be interpreted to be a waiver of any terms and conditions of this warranty. If any portion of this warranty is unenforceable under applicable law, such portion shall be deemed reformed or deleted, but only to the extent necessary to comply with such law, and the remaining provisions shall remain in full force and effect. This warranty may be amended only by a writing signed by authorized representatives of both parties.
- This warranty shall be construed in accordance with, and shall be governed by, the laws of the State of Ohio without reference to its conflict of law principles and Owner agrees to submit to the exclusive jurisdiction of the appropriate state or federal court within Summit County, Ohio or purpose of resolving any dispute or claim arising in connection with this warranty.

EXCEPT AS SET FORTH ABOVE, SEAMAN CORP. MAKES NO REPRESENTATIONS AND WARRANTIES WHATSOEVER AND SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES OR GUARANTEES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. NO EMPLOYEE OR REPRESENTATIVE OF SEAMAN CORP. HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE STATED IN THIS WARRANTY. IN THE EVENT AN EXPRESS OR IMPLIED WARRANTY IS REQUIRED BY LAW DESPITE THIS DISCLAIMER, THE OWNER AGREES THAT SUCH WARRANTY AND REMEDIES FOR THE BREACH OF SUCH WARRANTY SHALL BE EXPRESSLY LIMITED TO THE TERMS OF THE WARRANTY SET FORTH ABOVE. OWNER AGREES THAT REPAIR UNDER THE TERMS OF THE WARRANTY SET FORTH ABOVE SHALL BE OWNER'S SOLE AND EXCLUSIVE REMEDY FOR ALL LEAKS AND ALL DEFECTS IN MATERIAL AND WORKMANSHIP. SEAMAN CORP. SHALL NOT BE LIABLE TO OWNER OR ANY OTHER PERSON OR ENTITY FOR ANY INCIDENTAL, SPECIAL, EXCEPTIONAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, DAMAGES TO OTHER COMPONENTS OF THE ROOF, THE BUILDING OR THE CONTENTS OF THE BUILDING, OR LOSS OF PROFITS, UNDER ANY LEGAL THEORY. Seaman Corp. does not take any responsibility for the analysis of the architecture or engineering required to evaluate the type of roof system which is appropriate for the Building. Any Roofing System used for personal, family or household purposes IS NOT WARRANTED HEREUNDER.

Building Owner's Signature

 Warranty Addendum:

By: **SEAMAN CORPORATION**

 Title: _____
 Date _____



ROOF MAINTENANCE

TO: Building Owner – Attention: Building Engineering and/or Maintenance Department

FiberTite Single-ply manufactured membrane (“FiberTite Roof”) consists of a puncture and abrasion resistant fabric with our proprietary Ketone Ethylene Ester (KEE) coating that can withstand weathering and environmental hazards, in accordance with the warranty set forth on the reverse side (the “Warranty”). To obtain optimum performance from your FiberTite Roof and in order to maintain the effectiveness of the Warranty over the lifetime of the Warranty, you should comply with all of the maintenance activities set forth below.

You should perform bi-annual inspections of your building roof in the spring and fall of the year, as well as immediately following any significant weather events, to make sure that your building roof is free of any conditions that may cause unnecessary injury to the roof deck, leading to expensive repairs and possible damage to the building interior. When performing a roof maintenance inspection you should check for punctures in the membrane sheet; open seams at the membrane overlaps and at the roof penetrations (soil stacks, curbs, platforms, etc.) as well as the parapet walls and/or edge details (use a blunt instrument, such as a screw driver, to inspect seam integrity); caulking at the termination bars, surface mounted reglet and pitch pan sealants, any loose fasteners and nails, both on the roof field itself as well as on the wall and edge details; check drains and gutters to make sure that they are unclogged; and check to make sure that there is no water ponding on the roof. We have included a checklist to be used as a reference tool in performing such inspections.

You should also establish and maintain a policy of keeping unauthorized people off your roof and minimize the number of service personnel trips on your roof. You should place locks on all doors leading to your roof as well as post a sign that disallows entrance to unauthorized personnel. We have enclosed pressure sensitive labels with your Warranty that you must post on your roof exit doors. These labels refer to the slippery nature of the FiberTite Roof when it becomes wet from rain, snow, or ice conditions. Proper safety shoes must be worn if it is imperative that roof top work be performed under these weather conditions.

If you have a busy roof, i.e., one with much foot traffic, you should install walkways on the roof. Use of walkways will minimize the possibility of damage to the FiberTite Roof.

It is important to consider the roof covering whenever you add new products and/or processes to your building operation that will cause chemical contaminant venting onto your roof. Below is a list of chemicals that can cause harm to the FiberTite roof covering, especially if left ponding for several months (please note that the list of chemicals below is not an exhaustive list):

Acetic Acid	Aromatic Hydrocarbons	Asphalt Materials
Benzene	Chlorox	Cooking Oil above 140°F.
Ethyl Acetate	Furfural	Gasoline
Methyl Ethyl Ketone (MEK)	Nitric Acid	Paint Thinners
Phenol	Phosphoric Acid 75%	Phthalate Plasticizer Above 100°F.
Solvent Degreasers	Toluene	Xylene

You should consider the compatibility of the roof system should the building be used for a new purpose. Any installation of new roof top equipment, such as air conditioning equipment, requires the service of an authorized FiberTite contractor to install new flashings and other equipment so that no harm is caused to the integrity of the roof covering.

In addition to the bi-annual inspections referenced above, we recommend that you initiate a service contract with an authorized FiberTite contractor which allows for professional annual inspections and immediate corrective action for any potential roof damaging problems. Authorized FiberTite contractors have thorough knowledge of FiberTite roof top technology and full service professional abilities in solving roof damaging problems. Contact your FiberTite representative or the FiberTite Technical Service Department for any assistance in locating these authorized contractors or for any questions about your FiberTite Roof.

Seaman Corporation: 1000 Venture Blvd., Wooster, Ohio 44691 tel. 800/927-8578 fax 800/649-2737
www.fibertite.com www.seamancorp.com *FiberTite® is a registered trademark of Seaman Corporation*

**GACO WARRANTY
CONTRACT SUMMARY**



Warranty No:
Warranty Commencement Date:
Warranty Period:

Building Identification:
Building Address:
Building Owner:
Installing Contractor:
Material Type:

Lic #:
Square Footage: SF

SAMPLE

GACO DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION THAT WERE NOT FURNISHED BY GACO. GACO SPECIFICALLY DISCLAIMS LIABILITY UNDER ANY THEORY OF LAW ARISING OUT OF THE INSTALLATION OF, PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY GACO. THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND GACO HEREBY DISCLAIMS ALL SUCH WARRANTIES. THIS LIMITED WARRANTY SHALL BE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST GACO AND GACO SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS OR DAMAGES TO THE BUILDING OR ITS CONTENTS, SUBSTRATES, OR THE ROOF DECK. THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED, OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF GACO. NO OTHER PERSON HAS ANY AUTHORITY TO BIND GACO WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

**THIS WARRANTY INSTRUMENT CONSISTS OF MULTIPLE PAGES, ALL OF WHICH ARE PART OF THIS DOCUMENT.
ADDITIONAL REQUIREMENTS ARE DEFINED IN SUBSEQUENT PAGES.**

GACO WARRANTY GENERAL TERMS, CONDITIONS, AND LIMITATIONS

Gaco™

Warranty No:

Warranty Commencement Date:

Warranty Period:

Building Identification:

Building Address:

Building Owner:

Installing Contractor:

Material Type:

Lic #:

Square Footage:

SF

Payment Required. Gaco will have no obligation under this Limited Warranty unless and until Gaco and Installing Contractor have been paid in full for all materials, supplies, services, approved written change orders, warranty costs, and other costs which are included in, or incidental to, the Gaco system or material. In the event that repairs not covered by this Limited Warranty are necessary, Gaco reserves the right to suspend this Limited Warranty until such repairs have been completed and the repair contractor and/or Gaco has been paid in full for such repairs.

Exclusions. Gaco will have no obligation under this Limited Warranty, or any other liability, now or in the future, for any damage to, deterioration of, or failure of, the Gaco system or material caused by: (1) failure of building components, including, but not limited to, substrates, structural elements, joists, ceilings, walls, foundation, mortar, HVAC units, skylights, plumbing, piping, windows, roof decks, or wood nailers; (2) condensation or infiltration of moisture in, from, through, or around walls, skylights, foundations, copings, rooftop hardware or equipment, lights, the building structure, or underlying or surrounding materials; (3) acid, oil, chemicals (including chlorides, chloramine, or other water purification chemicals), or the reactions between them; (4) fires, wind events (tornadoes, downbursts, and hurricanes), wind-blown debris, hail, lightning, earthquakes, floods, volcanic activity, atomic radiation, insects, animals, or other act(s) of God; (5) act(s), conduct or omission(s) by any person, or act(s) of war, terrorism, or vandalism, which damage the Gaco system or material, or which impair the system's or material's ability to perform properly; (6) failure to accurately calculate wind uplift and/or applicable design loads; (7) failure to specify a vapor retarder or an air barrier; (8) failure of any materials not manufactured or supplied by Gaco that are not specifically accepted in writing by Gaco including, but not limited to: metal coping, insulation, drains, flashings, skylights, or hatches; or, (9) a change in building use or purpose.

Product Selection. Gaco does not undertake any analysis of the architecture or engineering required to evaluate what type of system or material is appropriate for a building and makes no warranty express or implied as to the suitability of its products for any particular structure. Such a determination is the responsibility of the architect, engineer, or design professional.

Access. During the term of this Limited Warranty, Gaco's employees or designees shall have free access to the building during regular business hours for inspection, audit, or repair of the Gaco system or material. In the event that access is limited due to security, tenant concerns, or other restrictions, Owner shall reimburse Gaco for all reasonable costs incurred during inspection and/or repair of the Gaco system or material that are due to said restrictions.

Overburden. Owner shall be responsible for the removal and replacement, as well as any damage caused by the removal and replacement, of any overburden, superstrata, or overlays, either permanent or temporary, which include but are not limited to: structures or assemblies added after installation, fixtures or utilities on or through the Gaco system or material, support platforms or bases for photovoltaic (PV) arrays (aka – solar panels), garden roofs, decks, patios, protective covering(s), stored liquids, water features, or any other obstacles that impede access, clear observation, investigation, and repair of the Gaco system or material, excluding overburden specifically included in writing by Gaco.

Term. The term of this Limited Warranty shall be for the period set forth above and in subsequent pages of this document, and shall not be extended under any circumstances without Gaco's written approval.

Waiver & Severability. Gaco's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty. If any portion of this Limited Warranty is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force to the fullest extent permitted by law.

Disputes. Any dispute, controversy, or claim between Owner and Gaco concerning this Limited Warranty or relating to any material(s) supplied by or required by Gaco shall be submitted to mediation in Davidson County, Tennessee. In the event that Owner and Gaco do not resolve the dispute, controversy, or claim in mediation, Owner and Gaco agree that neither party will commence or prosecute any suit, proceeding, or claim other than in the state and federal courts in Davidson County, Tennessee. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts. Owner hereby releases Gaco from all liability to Owner's insurance carrier or to anyone claiming under or through Owner by reason of subrogation or otherwise.

Governing Law. This Limited Warranty shall be governed by and construed in accordance with the laws of the state of Tennessee without regard to its rules on conflicts of laws.

Entire Warranty. This warranty instrument consists of multiple pages, all of which comprise the express terms and conditions of this Limited Warranty. Additional requirements are defined in subsequent pages. In the event that inconsistencies exist between the General Terms, Conditions, and Limitations listed above and the Terms, Conditions, and Limitations listed in subsequent pages, the subsequent pages will prevail.

THIS WARRANTY INSTRUMENT CONSISTS OF MULTIPLE PAGES, ALL OF WHICH ARE PART OF THIS DOCUMENT.
ADDITIONAL REQUIREMENTS ARE DEFINED IN SUBSEQUENT PAGES.

Gaco

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7001.001.2021

GACOFLEX™ ROOF COATING LIMITED WARRANTY

Gaco™

Warranty No:

Warranty Commencement Date:

Warranty Period:

Building Identification:

Building Address:

Building Owner:

Installing Contractor:

Material Type:

Lic #:

Square Footage:

SF

Firestone Building Products Company, LLC, an Indiana limited liability company d/b/a Gaco ("Gaco"), warrants to the Building Owner ("Owner") named above that Gaco will, subject to the Terms, Conditions, and Limitations set forth herein, provide labor and material during the Warranty Period to repair any leak through the Gaco branded coating, Gaco branded primers and base coats, and other Gaco branded accessories provided for the project named above when installed by a Gaco-licensed applicator and following the installation instructions and technical specifications published by Gaco (collectively the "GacoFlex Coating" or "Coating") caused by: (1) deterioration due to normal exposure to weather, (2) manufacturing defects, or (3) workmanship in the application of the Coating.

TERMS, CONDITIONS, AND LIMITATIONS

Notice. In the event that a leak occurs in the Coating, Owner must give notice to Firestone Warranty Services in writing or by telephone within thirty (30) days of the occurrence of the leak. By so notifying Gaco, Owner authorizes Gaco or its designee to investigate the cause of the leak at its option. Gaco will have no obligation to repair any leak under this Limited Warranty if Owner fails to give proper notice to Firestone Warranty Services as set forth herein. Notifying Installing Contractor, a local contractor, or Gaco's authorized sales representative is not notice to Firestone Warranty Services as required by this section.

Investigation. Should the investigation reveal that the leak is not through the Coating or is otherwise excluded by the Terms, Conditions, and Limitations set forth herein, Owner shall be responsible for payment of the investigation costs and shall repair the unwarranted leak at Owner's expense within a reasonable time but no more than sixty (60) days from the date of the investigation. Failure by Owner to pay for these costs or to have unwarranted leaks repaired by a Gaco-licensed applicator shall render this Limited Warranty null and void.

No Dollar Limit (NDL) On Leak Repairs. Owner's sole and exclusive remedy and Gaco's total liability shall be limited to the repair of warranted leaks. There is no dollar limit placed on the cost to repair a warranted leak.

Leaks Not Covered & External Damage. Gaco will have no obligation to repair: (1) any leak not through the GacoFlex Coating; (2) any leak or damage caused by an installation, modification, or repair of the Coating not in accordance with Gaco's technical specifications or not made by a Gaco-licensed applicator; (3) any leak or damage caused by or traced to failure of the roofing substrate, including, but not limited to: attachment of the roofing substrate to building structural components, movement, deterioration, or failure of structural decking, remedial repairs to prepare the roofing substrate to receive the Coating, latent moisture, or deterioration of existing roofing panels, membranes, underlayments, insulation, fasteners, asphalt, adhesives, or existing coating(s); (4) any leak or damage caused by traffic or storage of materials or equipment on the GacoFlex Coating not specifically accepted in writing by Gaco; or, (5) any leak or damage caused by the breach, rupture, or failure of any building envelope component.

Ponding Water. For GacoFlex Acrylic and Urethane Coatings and top coats only, Gaco will have no obligation to repair any leak or damage caused by or traced to ponding water.

Discoloration. Gaco shall not be liable for fading, dirt accumulation, or discoloration of the Coating, or for aesthetic imperfections due to installation that do not impair the Coating's ability to resist leaks.

Transfer. This Limited Warranty shall be transferable and assignable subject to Owner's payment of the current fee set by Gaco. Owner must notify Gaco in writing within sixty (60) days after the transfer of building ownership. Failure by Owner to pay the transfer fee or to properly notify Gaco shall render this Limited Warranty null and void.

Alteration. Owner shall notify Gaco in writing upon making any alterations to the Coating, or installing any structures, fixtures, or utilities on or through the Coating after installation, including, but not limited to: Photovoltaic (PV) Arrays, Garden Roofs, Decks, Patios, and areas intended for public access. Failure to obtain Gaco's approval for an alteration to the Coating, or failure to provide required documentation, shall render this Limited Warranty null and void.

FIRESTONE BUILDING PRODUCTS COMPANY, LLC

By:

Authorized

Signature: _____

Title:

THIS WARRANTY INSTRUMENT CONSISTS OF MULTIPLE PAGES, ALL OF WHICH ARE PART OF THIS DOCUMENT.
ADDITIONAL REQUIREMENTS ARE DEFINED IN SUBSEQUENT PAGES.

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7003.001.2021



Warranty No.: 101-000000

Platinum NDL Roofing Warranty

Building Name:		
Building Address:		
Roof Section:		
Owner Name:		
Owner Address:		
Contractor:		
Total Squares:	Roofing Material:	Flashing Material:
Term of Warranty: ___ Years	Warranty Start Date:	Warranty End Date:

Express Warranty

SOPREMA, Inc., an Ohio corporation, warrants to you that your SOPREMA® roofing will remain watertight for the full term of this warranty. This warranty is made subject to all the terms, conditions, and limitations set forth below.

Reporting Claims

To report a claim, follow the procedure set forth in Form 900 – Warranty Claim Procedure.

Remedy

When you make a valid claim, SOPREMA will provide the labor and material necessary to return the roofing to a watertight condition.

NOTICES

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 ANY PARTICULAR PURPOSE.

THE ABOVE-STATED REMEDY IS YOUR SOLE AND EXCLUSIVE REMEDY AGAINST SOPREMA.

IN NO EVENT IS SOPREMA LIABLE TO YOU OR ANY OCCUPANT OF THE BUILDING FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR OTHER SIMILAR DAMAGES.

This warranty document includes all of the following:

1. The Terms, Conditions and Limitations printed on the reverse.
2. Form 900 – Warranty Claim Procedure.
3. Form 901 – Care and Maintenance Guide.

This warranty is not valid until activated. To be activated, it must be signed by Owner and returned to SOPREMA. Activation must occur within three months after the Warranty Start Date stated above, or any later date agreed to by SOPREMA. Once activated, the warranty is effective retroactive to the Warranty Start Date.

SOPREMA, Inc.

Owner:

By: _____
 Name:
 Title:
 Date:

By: _____
 Name:
 Title:
 Date:

EXHIBIT 2

Terms, Conditions and Limitations

1. The SOPREMA® roofing materials covered by this warranty (this “**Warranty**”) are the roofing and flashing materials specifically identified by number or other description on the face of this Warranty (referred to as the “roofing”).
2. The authorized contractor who installed the roofing is not an agent of SOPREMA. Any future work impacting the roofing must be performed by a contractor selected and hired by Owner and authorized by SOPREMA. Contact SOPREMA if you would like to receive a list of authorized contractors in your area.
3. The design and installation of the roof assembly must be in accordance with applicable instructions, details, specifications, approvals, codes, laws, and regulations. All services by SOPREMA related to design, construction, review of project documents or conditions and site visits are limited in scope and do not expand the provisions of this Warranty. These services were not offered, and should not be considered, as a substitute for fulltime quality assurance, project management or professional design services.
4. Owner is responsible for ensuring that the roofing is maintained in accordance with SOPREMA’s Care and Maintenance Guide (see Form 901) and for promptly notifying SOPREMA of any change in occupancy, usage or any other condition adversely affecting the roofing.
5. During the entire term of the Warranty, upon request, SOPREMA and anyone it hires shall have full and free rooftop access. Access shall be provided during regular business hours, and, if requested in advance, any other times.
6. This Warranty covers SOPREMA roofing products included in a properly designed and installed roof assembly that develops a roofing leak due to workmanship or a product manufacturing defect. The Warranty will provide Owner with a remedy when Owner follows the Warranty Claim Procedure (see Form 900) and the claim is validated by SOPREMA.
7. The Warranty also covers roofing leaks caused by wind with a speed less than 74 m.p.h. The wind speed warranty excludes damage where the cause includes any of the following: (a) primary or secondary structural components, (b) wood nailers or blocking and edge system components, (c) deck and deck fastening; (d) walls, doors, windows, openings and other building envelope components; (e) substrates that are deteriorated, rusted, rotted, deformed, weakened, crushed, compressed, or otherwise failed; (f) rooftop structures and/or equipment connected to, or supported by, the roofing or waterproofing system; (g) windborne debris; or (h) neglect or physical abuse.
8. Following are some examples of conditions and types of damage not covered by this Warranty:
 - a. The effects of lightning, fire, flood, acid rain, thermal shock, explosion, hail, seismic event, hurricane, tornado, or microburst.
 - b. Improper use, order, sequencing, storage or handling of materials or systems.
 - c. The lack of positive slope or inadequate drainage.
 - d. Inaccessible leaks concealed below rooftop equipment, overburden, and all other products applied to the roofing or flashing materials.
 - e. Failure to apply the roofing to a suitable substrate, or subsequent substrate failure.
 - f. Failure of roofing substrates or attachments.
 - g. A deficient pre-existing condition or any sources of water entry other than the roofing.
 - h. Building or substrate settlement, deflection, movement, vibration, or displacement.
 - i. The accumulation of moisture from condensation in or below the roofing.
 - j. Exposure to extreme temperatures or humidity, for example, from equipment, exhaust, steam, hot water, freezers, or cold storage.
 - k. Plants, animals, insects, or other living organisms.
 - l. Incompatible materials or substances.
 - m. Deliberate or negligent acts such as excessive traffic, rooftop storage, vandalism, misuse, or abuse.
 - n. Falling, flying, dropped, discharged or blown materials, objects or debris.
 - o. Change in building occupancy or rooftop usage.
 - p. Unauthorized or improper repairs or modifications.
9. This Warranty becomes a binding contract once it has been signed by both parties and all fees and expenses associated with the roofing project have been paid in full.
10. Temporary, emergency repairs to stop a leak may be made at Owner expense and will not void this Warranty, however it is Owner’s responsibility to pay the cost of removing any excessive repairs. Promptly after making emergency repairs, Owner is responsible for following the Warranty Claim Procedure (see Form 900).
11. SOPREMA’s failure to exercise or enforce any of its rights under this Warranty is not a waiver and does not preclude SOPREMA from exercising the same or any other right in the future. Owner’s failure to comply with any of the provisions of this Warranty applicable to it relieves SOPREMA of its obligations under this Warranty.
12. 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. Any lawsuit by Owner that is related to the roofing or this Warranty, including the alleged breach of this Warranty, must be filed in either the Medina County, Ohio Court of Common Pleas or the U.S. District Court for the Northern District of Ohio. Owner irrevocably consents to the jurisdiction and venue of these courts.
13. In order for Owner to bring a lawsuit against SOPREMA, Owner must, as a condition precedent thereto, (a) have complied with all of the terms and conditions of this Warranty applicable to it, and (b) the lawsuit must be commenced within one (1) year after the cause of action accrues. Time is of the essence. The failure to satisfy either of these conditions precedent shall result in Owner’s claims being forever barred.
14. 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 so feasible, stricken, in either case without affecting the validity or enforceability of the remaining provisions.
15. This Warranty document (and the documents referred to herein) sets forth the entire agreement between SOPREMA and Owner with respect to the roofing. SOPREMA disclaims, and Owner waives, any affirmation of fact or promise not expressly stated in this Warranty that may have been made by SOPREMA or any of its employees, agents, representatives, or distributors.
16. The damages excluded by the terms of this Warranty include, but are not limited to, loss or reduction of profits, interruption of business, injury to or illness or death of people, animals or other living organisms, 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), or damage to or destruction of property, including the 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.
17. This Warranty may be transferred to a subsequent building owner upon compliance with the following requirements: (a) a transfer request is made in writing to SOPREMA’s Warranty Department, (b) at the time the request is made, SOPREMA is paid its then current transfer fee, and (c) you complete any repairs to the roof assembly or other building components that SOPREMA believes are necessary to preserve the watertight integrity of the roofing for the remaining term of this Warranty .

For Questions Contact:

**SOPREMA, Inc.
Warranty Department
201 Quadral Drive
Wadsworth, OH 44281-9571
Phone: (330) 334-0066
www.soprema.us**



YEAR LIMITED TOTAL SYSTEM WARRANTY

(A No Dollar Limit Warranty)

Our Promise

IB Roof Systems ("IBRS"), proudly warrants that, subject to the other terms, conditions and limitations below, IBRS will repair leaks through the IB Roof Membrane System when installed by an IBRS Authorized Applicator according to IBRS installation instructions and specifications. Covered repairs must be performed by an IBRS Authorized Applicator after notice to IBRS. There is no dollar limitation ("NDL") on covered repairs. The IBRS Roof Membrane System includes IBRS brand roofing and flashing membrane, insulation, adhesives, membrane/insulation fastening system components, separation sheets and IB approved metal edging / termination components.

Warranty Period

This is a () Year Warranty that, upon issuance by IBRS, commences effective the IB Roof System installation date (see below 'Date of Completion'). Full payment of all labor, material, warranty and other fees associated with the IB Roof System is required. IBRS may at its option cancel or suspend warranty coverage due to non-payment of the Contractor or IBRS. To transfer the remaining balance of this Warranty to a new owner, refer to section d. under Owner's Responsibilities Section of this Warranty for the conditions of a transfer.

Owner's Responsibilities

Owner's failure to comply with the terms and conditions herein may void this Warranty.

a. If a leak is discovered. Immediately call the original roofing installer to report the leak location and severity. Then call IBRS' Technical Services Department at 800-426-1626 within five (5) calendar days (120 hours) of discovering the leak and send written notice within fourteen (14) days of discovering the leak to Attn: Warranty Department, IB Roof Systems, 8181 Jetstar Dr #150, Irving, TX 75063. **Notice to the roofing installer is not notice to IBRS.** Reporting a leak to IBRS is owner's authorization for IBRS to investigate, including inspection of the roof as IBRS deems necessary. Overlying materials such as but not limited to planters, pavers, garden roofs, decking, conduits or equipment which impede investigation or repair of the IB Roof System must be removed and replaced at Owner's expense. IBRS may acknowledge and investigate Owner's notice of a potential warranty claim by issuing a warranty claim kit that requires further information from Owner. Owner must promptly provide IBRS any information reasonably requested in the warranty claim kit. If no leak covered by this Warranty is found, Owner agrees to pay an investigation fee of \$500 within sixty (60) days of invoice.

b. Emergency repairs. After calling IBRS' Warranty Department, owner may, if necessary to minimize damage to the building or its contents, perform emergency repairs at the owner's sole expense. These repairs will not void this warranty so long as the emergency repairs were reasonable under the circumstances and do not result in permanent damage to or concealment of the IB Roof System.

c. Maintenance. Owner is responsible for reasonable general maintenance and care as outlined within our Owner's Roof Maintenance Guide such as: (i) periodic/seasonal roof inspection; (ii) removal of accumulated dirt, debris or other contaminants from roof surface and drainage outlets; and (iii) maintenance of caulks or sealants as necessary to maintain the roof in a watertight condition at flashing or membrane terminations, penetrations, and metal work in and around the IB Roof System. Owner should maintain records of inspections and maintenance. See www.ibroof.com for more information.

d. Transfer. Owner can transfer this Warranty to a subsequent owner for the remaining term only if (a). Owner provides thirty (30) days written notice of the change in ownership by filling out the Warranty Transfer Form located on the IBRS website, (www.ibroof.com), in the Warranty Transfer Section. (b). Owner makes any repairs to the IB Roof System or other roofing and building components that are identified by IBRS as necessary to preserve the integrity of the IB Roof System; and (c). Owner pays a transfer fee of \$750. This Warranty is not otherwise transferrable by contract or operation of law.

Exclusions from Coverage. This Warranty does not cover leaks or other conditions caused by:

a. Natural disaster, such as gale force wind or hail (unless a wind or a hail warranty rider has been added), windfall or wind-blown debris, flood, tornado/microburst, hurricane, lightning/electrical storm, fire, earthquake, or any act of God.

b. Failure of underlying substrates or damage to the IB Roof System resulting from collapse, movement, deflection, moisture content, deterioration or other failure of any portion of the underlying structure; loss of insulation or R-value, moisture/air infiltration or condensation through the roof deck, walls, penetrations, rooftop equipment or any other component of the building.

EXHIBIT 2

- c. **Change in use, abuse or misuse**, including damage from traffic, vandalism or building maintenance; staging or storage of any nature on the IB Roof System; failure to properly maintain the roof system; or a substantial change in the usage of the building without IBRS approval. Misuse also includes using any portion of the IB Roof System for any purpose other than a roof waterproofing system.
- d. **Alterations during or after installation**, including any addition, penetration, demolition or substantial work performed on or through the IB Roof System without prior IBRS approval; or that is not in compliance with IBRS specifications and installation instructions.
- e. **Any building component, overburden material or component, or any material other than the IB Roof System including without limitation**: caulking or sealants; any component, support, attachment anchor or device bearing upon or installed through the IB Roof System that are used as part of an overburden assembly (such as equipment, walking decks, paver systems, decorative tile or topping materials, rooftop garden or solar assemblies); any seam, joint, connection, product or adhesive that ties or connects the IB Roof System to any non-IB Roof System product; and any material, component or product not supplied by IBRS.
- f. **Building design**, including but not limited to inadequate ventilation, thermal resistance, moisture vapor control; improper placement of thermal insulation; installation of air/vapor barriers or retarders, closures and sealants.
- g. **Contact with incompatible products, materials, cleaners, chemicals or compounds**, environmental fallout and any other chemicals not designated as "Satisfactory" in the IBRS Chemical Compatibility Sheet that is in effect on the Installation Date.
- h. **Animals, plants, insects or other organisms** on or beneath the IB Roof System, including algae, moss, fungi, lichens, mold, or mildew. This Warranty also does not cover discoloration, dulling, loss of reflectivity, loss of acrylic surfacing, loss of printed patterns, or accumulation or retention of dirt, dust, general pollutants.
- i. **Any condition that is not in accordance with IBRS installation instructions** (such as base flashing height or fasteners per square foot) unless specifically accepted by IBRS in writing.

Limitation of Damages, Choice of Law & Jurisdiction

THIS WARRANTY SUPERSEDES AND REPLACES ALL OTHER EXPRESSED (WRITTEN OR ORAL) AND IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED. THIS WARRANTY IS OWNER'S SOLE AND EXCLUSIVE REMEDY. IBRS SHALL NOT BE LIABLE UNDER ANY THEORY OF LAW OR EQUITY (INCLUDING BUT NOT LIMITED TO NEGLIGENCE, BREACH OF WARRANTY OR STRICT LIABILITY) FOR ANY GENERAL, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS, INJURY OR DAMAGE TO ANY BUILDING OR STRUCTURE, ITS CONTENTS, OR ANY PERSON DUE TO ANY CAUSE, INCLUDING WITHOUT LIMITATION PRODUCT FAILURE, LEAKS, MOISTURE, CONDENSATION, MOLD, ORGANISMS, CHANGE IN APPEARANCE, LOSS OF REFLECTIVITY, VAPOR OR ODORS. Inspection(s) (if any) of the installation or condition of a roof are solely for IBRS' information and convenience, and any such inspection(s) shall not create any additional duty, liability or warranty by IBRS, express or implied, nor any additional remedy for the Owner or any other person. Owner is solely responsible for the investigation and remedy of any non-covered leaks or conditions. This Warranty is governed by the laws of the State of Oregon. Purchase of the IB Roof System constitutes irrevocable consent to the exclusive jurisdiction and venue in state or federal courts in Multnomah or Lane County, Oregon in all disputes against IBRS arising out of or relating to the purchase, use or warranty of this product. Some states do not allow the exclusion or limitation of incidental or consequential damages, or limitation or exclusion of implied warranties, so the above exclusions and limitations may not apply to you.

NO REPRESENTATIVE, EMPLOYEE OR AGENT OF IBRS IS AUTHORIZED TO MODIFY THIS WARRANTY except in writing as authorized by IBRS' Technical Services Director or by authorized IBRS Warranty Rider(s)/Amendment(s) attached hereto.

Warranty ID# C: SAMPLE Warranty Date of Completion: SAMPLE

Membrane Color: Membrane Thickness: Project Size (sq. ft.):

Project Name: SAMPLE

Project Address: City: State: Zip:

Owner Name: Phone:

Roofing Contractor Name: Phone:
Address: City: State: Zip:

Warranty Transferred: Yes No

South Florida Commercial Roofing Contractor

PSI Roofing provides premium services and products by educating our clients and creating trust, respect and satisfaction while forming long-lasting relationships.



Emergency Roof Repair

PSI provides 24/7 emergency leak repair service with a 4 hour maximum emergency response time. We are qualified to make repairs to any type of roof and are approved to **complete warranty repairs**.



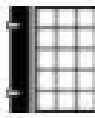
Roof Repair

Everyone from our management team to our service department welcomes you. We have been in business since 1994. Our staff has well over 100 years of combined commercial roofing and restoration experience to offer.



Roof Replacement

Are you looking for a commercial roofing contractor in Florida? PSI Roofing is a South Florida roofing contractor whose philosophy is to install the best roof possible in every situation.



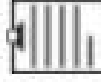
Roof Maintenance

Regular maintenance on your commercial roof can save time and headache longterm. PSI Roofing's maintenance program looks in your cost and provides a **watertight leak free guarantee**.



New Commercial Roof

PSI is a qualified Master Contractor and works with the top development and construction firms in South FL. We are always mindful of quality, budget, timelines and customer satisfaction.



Asset Management

Our Roof Assets Management services include regular maintenance, custom replacement options, work history reports, annual budget summaries, warranty tracking and inspections.



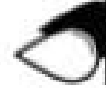
Restorations

We specialize in restoring commercial properties damaged by wind, fire and other disasters. We offer all of the needed assistance to complete your building restoration and get back in business.



Roof Monitoring

As an authorized provider of Roof Monitoring, PSI can help you keep workers safe and prevent possible roof collapse.



Waterproofing

Extend the life of your roof by having PSI install a waterproofing and coating system. These waterproofing solutions can also be installed on parking decks, masonry and exterior walls.