

# VENDOR CONTRACT

Between Jonesboro Roofing Co. Inc. and  
(Company Name)

## THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

Roofing - 2092415

### General Information

The vendor contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS contract, 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.

The following pages will constitute the contract 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 contract.

The Vendor Contract ("Contract") 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 VIII Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This contract 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.

#### Definitions

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

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

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

## Terms and Conditions

### Freight

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

### Warranty Conditions

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

### Customer Support

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

### Contracts

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

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

**Davis Bacon Act** requirements will be met when Federal Funds are used for construction and/or repair of buildings.

### Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

### Assignments of contracts

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

### **Disclosures**

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

### **Renewal of Contracts**

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

### **Shipments**

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

### **Invoices**

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

### **Payments**

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

### **Pricing**

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that

is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the Two Percent (2%) participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the 2% to the invoice presented to customer.

### **Participation Fees**

Vendor or vendor assigned dealer contracts to pay 2% of all sales to TIPS on a monthly scheduled report. TIPS will email a Monthly Submission Report to each vendor. The Vendor or vendor assigned dealer is responsible for keeping record of all sales that go through the TIPS contract. Report may be sent to TIPS electronically while check for 2% is mailed. Failure to pay 2% participation fee will result in termination of contract.

### **Indemnity**

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

or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

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

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

**Multiple Vendor Awards**

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

**State of Texas Franchise Tax**

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

**Miscellaneous**

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

**Purchase Order Pricing/Product Deviation**

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

**Cancellation for non-performance or contract deficiency**

TIPS may terminate any contract if TIPS Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;

- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

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

### **TIPS Member Purchasing Procedures**

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Contract Number \_\_\_\_\_". Purchase Order is emailed to TIPS at tipspo@tips-usa.com.

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

### **Form of Contract**

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

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

### **Licenses**

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

### **Novation**

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. TIPS reserves the right to accept or reject any new party. A simple change of

name agreement will not change the contractual obligations of awarded vendor.

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

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

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

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

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

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

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

### **Smoking**

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

### **Invoices**

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

### **Marketing**

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

### **Supplemental agreements**

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

### **Legal obligations**

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

### **Audit rights**

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

### **Force Majeure**

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

### **Services**

When applicable, performance bonds will be required on construction or labor required jobs over \$100,000 and payment bonds on jobs over \$25,000 or awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds 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.

### **Scope of Services**

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

### **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 contract 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) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". 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 inspect the work for acceptance under the scope and terms in the PO. 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.

### **Support Requirements**

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

## Special Terms and Conditions

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

- **Contracts:** All vendor purchase orders must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
  - **Promotion of Contract:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
  - **Daily Order Confirmation:** All contract purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
  - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1<sup>st</sup> of each month.
  - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
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Check one of the following responses to the General Terms and Special Terms and Conditions:



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

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



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



# The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Mr. David Mabe National Coordinator	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	david.mabe@tips-usa.com	Contact	David Mabe, NationalCoordinator	Contact
Phone	+1 (903) 243-4759	Department		Department
Fax	+1 (866) 749-6674	Building		Building
Bid Number	2092415	Floor/Room		Floor/Room
Title	Roofing	Telephone	+1 (866) 839-8477	Telephone
Bid Type	RFP	Fax	+1 (866) 839-8472	Fax
Issue Date	07/01/2015	Email	bids@tips-usa.com	Email
Close Date	8/14/2015 3:00:00 PM CT			
Need by Date				

## Supplier Information

Company Jonesboro Roofing Co. Inc.  
 Address P.O. Box 9016  
 Jonesboro, AR 72403

Contact  
 Department  
 Building  
 Floor/Room

Telephone 1 (870) 935-4221  
 Fax 1 (878) 935-7670  
 Email

Submitted 7/15/2015 2:58:28 PM CT  
 Total \$0.00

Signature Scott Moore

Email smoore@jonesbororoofing.com

## Supplier Notes

## Bid Notes

## Bid Activities

## Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	No
4	Company Residence (City)	Vendor's principal place of business is in the city of?	Jonesboro
5	Company Residence (State)	Vendor's principal place of business is in the state of?	Arkansas
6	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 7 - 8)	(No Response Required)
7	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
8	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
9	Pricing Information:	Pricing information section. (Questions 10 - 13)	(No Response Required)
10	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
11	Yes - No	Pricing submitted includes the 2% TIPS participation fee?	Yes
12	Yes - No	Vendor agrees to remit to TIPS the required 2% participation fee?	Yes
13	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
14	Start Time	Average start time after receipt of customer order is ____ working days?	15
15	Years Experience	Company years experience in this category?	37
16	Yes - No	The Vendor can provide services and/or products to all 50 US States?	No
17	States Served:	If answer is NO to question #16, please list which states can be served. (Example: AR, OK, TX)	Arkansas, Missouri, Tennessee, Mississippi, Texas

18	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	Since January 1,1978, Jonesboro Roofing Company has been helping both residential and commercial customers achieve total satisfaction from their roofing needs thanks to high quality workmanship and an unparalleled level of ingenuity. Family owned and operated, we specialize in building long term working relationships with our customers to ensure that the best roof possible was selected meeting the highest standards for that particular customer's situation. We are proud members of the National Roofing Contractors Association and the Midwest Roofing Contractors Association. We are a manufacturer authorized applicator specifically trained to correctly install a system that is right for you.
19	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
20	Primary Contact Name	Primary Contact Name	Scott Moore
21	Primary Contact Title	Primary Contact Title	President
22	Primary Contact Email	Primary Contact Email	smoore@jonesbororoofing.com
23	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8709354221
24	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	8709357670
25	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	8702194202
26	Secondary Contact Name	Secondary Contact Name	David Vance
27	Secondary Contact Title	Secondary Contact Title	V.President-Metal Division
28	Secondary Contact Email	Secondary Contact Email	dvance@jonesbororoofing.com
29	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8709354221
30	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	8709357670
31	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	8702194205
32	2% Contact Name	2% Contact Name	Tera Huntsman
33	2% Contact Email	2% Contact Email	accounting@jonesbororoofing.com
34	2% Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8709354221
35	Purchase Order Contact:	This person is responsible for receiving Purchase Orders from TIPS. (Questions 36 - 38)	(No Response Required)
36	Purchase Order Contact Name	Purchase Order Contact Name	Lisa Moore
37	Purchase Order Contact Email	Purchase Order Contact Email	lisam@jonesbororoofing.com
38	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8709354221

39	Company Website	Company Website (Format - www.company.com)	www.jonesbororoofing.com
40	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	71-9533611
41	Primary Address	Primary Address	P.O. Box 9016
42	Primary Address City	Primary Address City	Jonesboro
43	Primary Address State	Primary Address State (2 Digit Abbreviation)	Arkansas
44	Primary Address Zip	Primary Address Zip	72403
45	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.)	Roofing, Sheet Metal, Metal Roofing, Roof Coatings, Metal Buildings, TPO, PVC, Modified Bitumen, Built-up and shingles.
46	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Funds Over \$100,000 Certification document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)	No
47	Prices are guaranteed for?	(___Month(s), ___ Year(s), or Term of Contract) (Standard term is "Term of Contract")	Term of Contract

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Line Items

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Response Total: \$0.00

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## CONTRACT Signature Form

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

Company Name: Jonesboro Roofing Co. Inc.

Mailing Address: P.O. Box 9016

City: Jonesboro

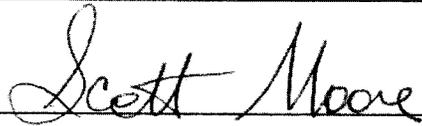
State: Arkansas

Zip: 72403

Telephone Number: (870) 935-4221

Fax Number: (870) 935-7670

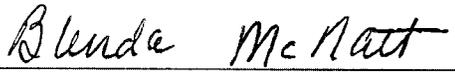
Email Address: smoore@jonesbororoofing.com

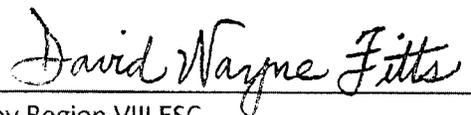
Authorized Signature: 

Printed Name: Scott Moore

Position: President

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

 9-24-15  
TIPS Authorized Signature Date

 9-24-15  
Approved by Region VIII ESC Date



# JONESBORO ROOFING CO.

TRUSTED TO COVER THE MID-SOUTH

2900 WEST WASHINGTON SPUR  
P.O. BOX 9016  
JONESBORO, ARKANSAS 72403  
Phone: (870) 935-4221 • Fax: (870) 935-7670

## REFERENCES

- (1) Jonesboro Public Schools  
2506 Southwest Sq., Jonesboro, Arkansas  
Superintendent, Dr. Kim Wilbanks  
870-933-5800
  
- (2) Trumann School District  
221 Pine Ave, Trumann, Arkansas  
Superintendent, Myra Graham  
870-483-6444
  
- (3) Paragould School District  
1501 W. Court St., Paragould, Arkansas  
Superintendent, Debbie Smith  
870-239-2105
  
- (4) West Side School District  
7295 Greers Ferry Road, Greers Ferry, Arkansas  
Superintendent, Andy Chisum  
501-825-6258
  
- (5) Osceola School District  
2750 West Semmes, Osceola, Arkansas  
Superintendent, Michael Cox  
870-563-2561
  
- (6) Sloan Hendrix Schools  
#1 Greyhound Circle, Imboden, Arkansas  
Superintendent, Clifford Rorex  
870-869-2384



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Jonesboro Roofing Co. Inc. and any manufacturer warranties will be supplied per individual job specifications. Note: Some sample warranties are enclosed.



# JONESBORO ROOFING CO.

TRUSTED TO COVER THE MID-SOUTH

2900 W. Washington Spur • P.O. Box 9016  
Jonesboro, AR 72403

## — LIMITED WARRANTY —

THE FOLLOWING WILL SERVE AS OUR GUARANTEE FOR THE FOLLOWING ROOF SYSTEMS:  
(check one)

- 1. Built Up Roof..... \_\_\_\_\_
- 2. Modified Roof..... \_\_\_\_\_
- 3. EPDM Rubber Roof..... \_\_\_\_\_
- 4. Shingles..... \_\_\_\_\_
- 5. Coatings..... \_\_\_\_\_
- 6. TPO Roof..... \_\_\_\_\_
- 7. Metal Roof..... \_\_\_\_\_
- 8. Other..... \_\_\_\_\_

Location of Building: \_\_\_\_\_

Use of Building: \_\_\_\_\_

Name of Owner: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

We hereby warrant that should the roof system placed on the aforementioned building by Jonesboro Roofing Co., Inc ("JRC") fail to be waterproof for a period of \_\_\_\_\_ years from \_\_\_\_\_ due to any defect in material of manufacturer and/or workmanship of JRC, we will either make the same waterproof at our expense or bear such proportion of the expense of replacing said defective material on a prorated basis using a ratio of the unexpired term of this guarantee as compared to the entire term of the warranty which is a period of \_\_\_\_\_ years, provided that notice of needed repairs is given to JRC immediately upon such defects or problems which are in need of repair become visible or the results of such defects are visible to the owner, administrator or their tenant.

This warranty does not cover damage or defects arising from fire, hail, hurricane, tornado, straight line winds, faulty construction by others, settlement of the building structure or any other cause of similar or different character which is beyond the control of JRC. The liability of JRC under this warranty is limited to the repair and/or replacement described above and does not in any form or fashion make JRC liable for any damage to the building, the contents or for any loss of business or profits claimed to result from any defect in the roof.

Should a claim be made under this warranty, we reserve the right to have an investigation performed and to require proof as may be necessary to determine the cause. This warranty will become invalid and JRC shall be relieved of liability thereon, if persons, firms or companies other than JRC makes any installation(s) to or upon said roof, or repairs thereon or otherwise creates any opens or cuts into any part of said roof for any reason or purpose without notice to and the written consent of JRC. JRC shall be released from any responsibility or liability under this warranty if the owner, administrator, tenant or any other person or entity uses purex, clorox or any other chemical on the roof, in a water tower or upon any air conditioning and/or heating unit on the roof for any reason. This warranty shall expire and become null and void on and after \_\_\_\_\_. The remaining portion of this limited warranty shall be transferable to a third party, upon inspection by JRC, written approval and payment of the current transfer fee to JRC.

THIS LIMITED WARRANTY SHALL BE EXPRESSLY LIMITED TO THE TERMS SET FORTH ABOVE AND NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED, IS GIVEN OR GRANTED. ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXCLUDED.

JONESBORO ROOFING CO., INC.



"Your Safest Choice"

  
**Weather  
Stopper®**

**Diamond Pledge  
Extreme**

*"No Dollar Limit" (NDL) Guarantee*

*"Service And Guarantee Coverage...  
Beyond The Expected"*

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

**CAF**  
GARUMATERIALS

**CAF MASTER  
SELECT**  
COMMERCIAL ROOFING CONTRACTORS

**CAF MASTER**  
COMMERCIAL ROOFING CONTRACTORS

# ARCHITECTURAL INTEGRATED METALS, INC.

## ◆ ARMOR WEATHER-TIGHT WARRANTY ◆

### THE GUARDIAN SERIES

Owner: \_\_\_\_\_ Warranty Effective Date: \_\_\_\_\_  
Owner's Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Project Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_  
Building Use: \_\_\_\_\_  
Roofing Contractor: Jonesboro Roofing \_\_\_\_\_ Roofing Contractor Ph #: \_\_\_\_\_  
Roofing Contractor Address: \_\_\_\_\_  
AIM INC. Roof Panel Profile: \_\_\_\_\_  
Roof Area Sq. Ft: \_\_\_\_\_ 1<sup>st</sup> Term \_\_\_\_\_ Years Notice of Term: \_\_\_\_\_

### **GUARDIAN IV DVR Twenty (20) Year Double Value Warranty** (A Limited Warranty)

#### DEFINITIONS:

- (a) "AIM INC." means ARCHITECTURAL INTEGRATED METALS, INC.
- (b) "Roofing System" means the Standing Seam Metal (and/or framed metal retro-fit) roof membrane that forms a water control element of the roof of the Building, consisting of AIM INC. standing seam metal roof and/or AIM INC. retro-fit light gauge roofing materials; AIM INC. approved roof insulation is also part of the GUARDIAN IV Roofing System Warranty, if the roof insulation is installed strictly in accordance with the insulation manufacturer's instructions. (Not all insulation is approved by AIM INC. Only insulation specifically approved by AIM INC. as indicated in the AIM INC. "Warranty Request" form qualifies). The Roofing System does not include any other components of the Building or roof, areas of the roof not described above, or workmanship for the installation of any of the foregoing; by way of example, but not as a limitation of the preceding clause, the following materials and the workmanship for their installation is not part of the Roofing System: vapor barriers, counter-flashing, metal flashing, scuppers, drains, pitch pans and other roof components, not manufactured by AIM INC.. AIM INC. shall have the SOLE AND EXCLUSIVE obligation for all warranty work commencing from the Warranty Effective Date and under all circumstances terminate on the (20th) year from the Warranty Effective Date of the AIM INC. Roof System. During the period in which AIM INC. has any warranty obligation, AIM INC. shall take appropriate actions necessary to cause the non-performing portions of the Roof System to perform their proper functions.
- (c) "Leaks in the Roofing System" means infiltration of water from outside of the Building through the Roofing System, that is not the result of any matter described below in the section entitled "What This Warranty Does Not Cover";
- (d) "Owner" means the person or entity identified above as the owner; and
- (e) "Building" means the building described above.

**WHAT THIS WARRANTY COVERS:** Subject to the following paragraph (What this Warranty Does Not Cover) commencing on the Warranty Effective Date and continuing for the Term set forth above, AIM INC. will repair or cause to be repaired Leaks in the Roofing System that directly result from failed standing seam metal panels due to material failure other than described below or in the installation of the Roofing System, that was prior approved on final inspection of the installed Standing Seam Metal Roof System.

**WHAT THIS WARRANTY DOES NOT COVER:** This Warranty is an agreement to perform certain repairs; it is not a warranty that the Roofing System will never leak or to undertake any responsibility, liability or obligation other than those specifically identified in the preceding paragraph (What this Warranty Covers). By way of example and not as a limitation of the preceding sentence, AIM INC. is not responsible or liable for:

- (a) leaks that are not Leaks in the Roofing System,
- (b) removal or abatement of asbestos in or on the Building,
- (c) personal injury or property damage of any kind, even if arising from a breach of this Warranty,
- (d) damage to the Building, its contents or components of the roof below the Roofing System,
- (e) the effects of leaks, including leaks in the Roofing System,
- (f) repairs to or replacement of the Roofing System not authorized in writing by AIM INC.,
- (g) the design of the roof or any of its components,
- (h) workmanship for the installation of Building or roof components other than the Roofing System, and
- (i) leaks or damages to the Roofing System attributable to one or more of the following conditions:
1. Acts of God (including, but not limited to, lightning, high winds greater than (120) miles per hour, hurricane, tornado, hail, or other violent storm or casualty), impact of objects or damage to the Roofing System due to settlement, distortion, failure or cracking of the roof deck, walls or foundation of the Building, or for any defect in or failure of material used as a roof base over which the Roofing System is applied, or for damage by traffic on the roof.
  2. Civil insurrection, war, riot or vandalism.
  3. Exposure to ionized radiation, contamination by radioactivity from any nuclear source, or chemical attack on the Roofing System.

4. Failure to timely report Leaks in the Roofing System or to repair leaks not covered by this Warranty.
5. Defects or failures in the Building.
6. Changes in the Building usage unless approved in writing by AIM INC. prior to such change.
7. Installations on or through the Roofing System after the Warranty Effective Date.
8. Any repairs or alterations to the System that are (i) not authorized in writing by AIM INC. or (ii) performed by a roofing contractor who is not an AIM INC., "ACE" Certified Roofing Contractor."
9. Inadequate drainage.
10. Damaged Caused by workmen performing their duties on the roof, or equipment, mechanical systems, or other property placed on or attached to the roof system.
11. Failure to follow AIM INC.'s recommended maintenance program.  
**NOTE:** AIM INC. has sole responsibility hereunder to perform or arrange performance of certain repairs to the Roofing System. Inspections of the Roof System by or for AIM INC. are therefore solely for AIM INC.'s benefit and others shall have no right to rely upon the results of such inspections. Responsibility for the design of the roof, supervision of roofers and contractors, maintenance of the Roofing System and all responsibilities not expressly assumed by AIM INC. herein remain with the Owner of the Building.
12. Leaks caused by Interior Gutters, Exterior Gutters and Downspouts.
13. Deterioration caused by marine atmospheres, (UNLESS THE ROOF IS CLEANED OF SALT SPRAY TWICE A YEAR) regular salt spray, or fresh water spray, or constant exposure to either salt or fresh water. As used herein, "constant exposure to water" Includes standing water caused by inadequate roof drainage or condensation caused by inadequate vapor barrier installations in the building. Cleaning the roof must be by an ACE Certified Contractor, inspected twice each year by an ACE Contractor, digitally recorded and sent to AIM, Inc.
14. Leaks caused by improper masonry treatment of joints and mortar beds, spray with water shedding materials, improper attachment of flashing to masonry, or similar improper connection to structures and materials not provided by the manufacturer.
15. Leaks caused by skylights, flashings, roof curbs, roof panels, or any other materials or product not supplied by or specifically approved by and stated as approved and warranted by AIM INC.
16. Leaks caused by condensate run-off from mechanical HVAC equipment.
17. Leaks caused by corrosive materials, such as copper flashings, or airborne contaminants, corrosive chemicals, ash, or fumes from chemical plants, foundries, plating works, kilns, paper plants, fertilizer manufacturing, animal waste, and similar sources of corrosive vapors or gases, such as found in waste processing and recycling plants.
18. Leaks caused by infiltration of water from items such as, but not limited to, ventilation ducts, and hoods, HVAC equipment, communications and electrical penetrations, and plumbing vents and piping, where the point of the infiltration is beyond the outermost connection of the warranted penetration connections.

**NOTICE:** In the event of Leaks in the Roofing System, the Owner shall give written notice to AIM INC. no later than thirty (30) days after discovery of such leaks. The notice shall include all information available to the Owner regarding the nature and source of the leaks. When properly and timely notified as set forth herein, AIM INC. will inspect the roof, and if there are Leaks in the Roofing System covered by the terms of this Warranty, will arrange for repairs to the Roofing System. Repair and the cost thereof of all other leaks is the responsibility of the Owner of the Building. All notices to AIM INC. must be forwarded to 1724 Northside Industrial Blvd, Columbus, GA 31904.

**TIME FOR REPAIRS:** AIM INC. shall have ninety (90) days after receipt of written notification of leaks to initiate repairs of Leaks in the Roofing System unless prevented by acts of God or events beyond AIM INC.'s reasonable control.

**WARRANTY RESPONSIBILITY AND PERFORMANCE:** In the event of the occurrence of leaking within the time period indicated from the Warranty Effective Date, AIM INC. and Contractor must be notified in writing within thirty (30) days of such occurrence. AIM INC. will then examine the roof or cause it to be examined. Failure to give such timely notice shall discharge and waive any claim pursuant to this agreement. If, in the AIM INC.'s reasonable judgment, leaking has occurred which is covered by the terms of this Warranty, AIM INC. and the Contractor will provide replacement material or repair material, including installation and labor, to correct the leaks in accordance with the following provisions of this Warranty:

- (a) The Contractor will provide all labor, services, materials, and supplies to repair or correct leaks at Contractor's expense during the Initial Warranty Period and any extension of the Initial Warranty Period. The Initial Warranty Period shall be the first two (2) years from the Warranty Effective Date and shall be extended until such time that the Roof System has been leak free for period of (24) consecutive months.
- (b) After the Initial Warranty Period, AIM INC. shall provide all labor, services, materials, and supplies to repair or correct leaks at AIM INC.'s expense, subject to the limitations herein.

**CANCELLATION:** If any of the following events occur, AIM INC. may, at its option, without notice, cancel this Warranty. The right to cancel, as set forth herein, shall not be waived except in a written instrument signed by an AIM INC. officer or AIM INC.'s President. Any such cancellation shall be effective the date of the event giving rise to the right to cancel.

1. Installations on or through the System after the Date of System Completion, unless performed in a manner prescribed and approved in writing by AIM INC.;
2. Repairs or alterations to the System after the Date of System Completion, unless performed in a manner prescribed and approved in writing by AIM INC. prior to the repair or alteration;
3. Failure to follow AIM INC.'s recommended maintenance program. For information regarding AIM INC.'s recommended maintenance program, Contact AIM INC., Customer Service at 1724 Northside Industrial Blvd, Columbus, GA 31904 or [www.ai-metals.com](http://www.ai-metals.com) Phone: (706) 660-1877 Fax: (706) 660-1474;
4. Failure of the Owner to cooperate in AIM INC.'s investigation of leaks, including, but not limited to, failure to permit AIM INC. access to the Roofing System at reasonable times when requested or making access subject to conditions not contained herein. In the event of cancellation of this Warranty by AIM INC., AIM INC. shall have no further obligation to the Owner or any other entity with regard to the Roofing System.

**NO MODIFICATION OF THIS WARRANTY:** No representative, employee, agent of AIM INC. or person other than the President or Vice-President of AIM INC., has authority to assume for AIM INC. any additional or other liability or responsibility in connection with the Roofing System or the roof described above.

**TRANSFERABILITY:** During the ten (10) year period immediately following the Warranty Effective Date (but in no event after the expiration or termination of the Warranty), and upon complete satisfaction of the Conditions of Transfer set forth below within six (6) months of a sale or transfer of the Building, the Owner may transfer the Warranty to a purchaser of the Building (a "Purchaser"). Only one transfer shall be permitted. Except for one transfer to a Purchaser the Warranty may not be sold, assigned or transferred in any manner whatsoever. Except as set forth herein, any assignment, sale or transfer of the Warranty or the Building shall terminate all liability of AIM INC. under this Warranty, all warranties for AIM INC. manufactured products and any applicable implied warranties including warranties of merchantability and fitness for a particular purpose. Termination pursuant to this paragraph shall be effective as of the date of the assignment, sale or transfer. Upon transfer of the Warranty all obligations or liabilities of AIM INC. to the Owner shall automatically terminate. Transfer of the Warranty shall not renew, extend or alter any term of the Warranty except as set forth herein. Conditions of Transfer: The Owner and Purchaser must (1) within thirty (30) days after the transfer of the Building, pay to AIM INC. a transfer fee of \$1,000.00 and provide AIM INC. with written notice containing the names of the Owner and the Purchaser, the address of the Building, the Warranty Number set forth above, and the date of the transfer; (2) permit AIM INC. to inspect the Roofing System; (3) cause repairs or replacements to be made at the Owner's or Purchaser's expense, by an AIM INC. "ACE" Certified Roofing Contractor in accordance with AIM INC. written recommendations and specifications, for all areas identified by AIM INC. in its sole discretion; and (4) provide written certification to AIM INC. that the Building's use has not changed since the Date of Roofing System Completion.

**EFFECTIVE DATE:**

The obligations of AIM INC. contained in this Warranty are conditioned on and shall be effective only after the last to occur of the following:

1. AIM INC. has received payment in full of the warranty fee,
2. AIM INC. has received Notice of Completion from the roofing contractor on AIM INC. forms, and
3. This Warranty has been issued and accepted by the Owner.

**LEGAL REMEDIES:** EXCEPT WHERE PROHIBITED BY LAW, THE OBLIGATIONS CONTAINED IN THIS WARRANTY ARE EXPRESSLY IN LIEU OF ANY OTHER OBLIGATIONS, WARRANTY AND WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ANY OTHER OBLIGATIONS OR LIABILITY ON THE PART OF AIM INC. REGARDING THE ROOFING SYSTEM AND THE AIM INC. PRODUCTS INSTALLED THEREON. AIM INC.'S TOTAL LIABILITY HEREUNDER IS LIMITED TO THE COST OF REPAIRING LEAKS IN THE SYSTEM. IN NO EVENT SHALL AIM INC. BE LIABLE FOR PERSONAL INJURIES, PROPERTY DAMAGE, OR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, EVEN IF ANY OF THE FOREGOING ARISES FROM A BREACH OF THIS WARRANTY. SOME STATES DO NOT ALLOW EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE EXCLUSIONS LISTED ABOVE MAY NOT APPLY TO YOU. ALL OBLIGATIONS AND LIABILITY OF AIM INC. FOR BREACH OF THIS WARRANTY SHALL TERMINATE AND EXPIRE UNLESS AN ARBITRATION THEREFORE IS BROUGHT WITHIN ONE (1) YEAR AFTER ANY SUCH CAUSE OF ACTION HAS ACCRUED.

**MANDATORY BINDING ARBITRATION:** EVERY CLAIM, CONTROVERSY, OR DISPUTE OF ANY KIND WHATSOEVER (EACH AN "ACTION") RELATING TO OR ARISING OUT OF THE AIM INC. PRODUCTS INSTALLED ON THE BUILDING IDENTIFIED ABOVE OR THIS WARRANTY SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION, REGARDLESS OF WHETHER THE ACTION SOUNDS IN WARRANTY, CONTRACT, STATUTE OR ANY OTHER LEGAL OR EQUITABLE THEORY. TO ARBITRATE AN ACTION AGAINST AIM INC., THE OWNER MUST INITIATE THE ARBITRATION IN ACCORDANCE WITH THE APPLICABLE RULES OF THE AMERICAN ARBITRATION ASSOCIATION (WHICH ARE AVAILABLE ONLINE AT [www.adr.com](http://www.adr.com) OR BY CALLING THE AMERICAN ARBITRATION ASSOCIATION AT 1-800-778-7879), AND PROVIDE WRITTEN NOTICE TO AIM INC. BY CERTIFIED MAIL AT 1724 NORTHSIDE INDUSTRIAL BLVD., COLUMBUS, GA 31904 WITHIN THE TIME PERIOD PRESCRIBED IN THE PRECEDING PARAGRAPH. AIM INC. SHALL BE ENTITLED TO RECOVER ITS REASONABLE COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, INCURRED IN ANY ARBITRATION OR LITIGATION OF CLAIMS CONCERNING THE ROOFING SYSTEM, AIM INC'S PRODUCTS OR THIS WARRANTY, UNLESS THE ARBITRATOR DETERMINES (1) THERE ARE "LEAKS IN THE ROOFING SYSTEM" COVERED BY THIS WARRANTY AND (2) AIM INC. HAS FAILED TO FULFILL ITS OBLIGATIONS HEREUNDER.

**OWNER'S AGREEMENT:** AIM INC. would not agree to assume the obligations contained in this Warranty in the absence of any of the limitations and exclusions contained herein. Therefore,

- (1) the Owner's agreement to each and every term of this Warranty is an essential condition precedent to AIM INC. obligations;
- (2) AIM INC. shall have no obligation or liability hereunder in the absence of such agreement by the Owner; and
- (3) by accepting or asserting any rights hereunder, the Owner irrevocably agrees to indemnify and hold harmless AIM INC., its affiliates, successors, assigns, directors, officers, employees and agents (each an "Indemnified Party") from and against all claims, expenses (including attorneys fees and expenses), losses, liabilities, and damages in any way related to or arising from matters described in the section of this Warranty entitled "What This Warranty Does Not Cover," and all amounts paid in defense of the foregoing, which may be imposed upon, Incurred by or asserted against an Indemnified Party by any person, firm or entity. Nothing contained in this Warranty shall be construed to be a waiver of any right to contribution or indemnity available to AIM INC..

AIM INC. shall be subrogated to the rights of the Building owner to the extent of any payment by -  
made necessary by the acts of others. This Warranty supersedes all prior warranties concerning  
and/or the AIM INC. products installed on the roof.

**THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION,   
ENFORCED BY THE PARTIES.**

**ROOF OWNER:**

AUTHORIZED SIGNATURE:

Signed: \_\_\_\_\_

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

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Date \_\_\_\_\_

**Certified Roofing Contractor:**

AUTHORIZED SIGNATURE:

Signed: \_\_\_\_\_

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

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Date \_\_\_\_\_

**Architectural Integrated Metals, Inc. (AIM INC.)**

AUTHORIZED SIGNATURE:

Signed: \_\_\_\_\_

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

Date: \_\_\_\_\_

Revision: 01-15-2009

**2015**  
**Firestone**  
**MASTER**  
**CONTRACTOR**  
*Firestone Building Products*

**Jonesboro Roofing Co., Inc. Wins Two Prominent Roofing Industry Awards From Firestone Building Products**

**JONESBORO, Ark.** – Jonesboro Roofing Co., Inc. has earned the 2015 Master Contractor Award from Firestone Building Products Company, LLC, a leading manufacturer and supplier of a comprehensive product portfolio for commercial building performance solutions. From a network of more than 3,000 Firestone Building Products Red Shield™ Licensed Roofing Contractors, the local Jonesboro firm is one of 256 to earn the designation for roofing system excellence. Additionally, Jonesboro Roofing Co., Inc. is one of 144 firms to receive the Firestone Building Products Inner Circle of Quality Award.

“The annual Master Contractor Program recognizes our best contractor firms dedicated to installing roofing systems that help commercial buildings achieve long-term performance,” said Tim Dunn, president of Firestone Building Products. “We’re proud to have offered this award for the last 28 years to recognize our trusted contractor partners who are some of the best in the industry.

“We are pleased to announce that Jonesboro Roofing Co., Inc. qualified for awards in two categories, achieving both Master Contractor and Inner Circle of Quality status,” concluded Dunn.

The Master Contractor Program rewards Firestone Building Products-licensed roofing firms throughout the United States, Canada and Mexico. Master Contractors are judged on the basis of total square footage installed and quality points accumulated for outstanding inspection ratings on installations covered by the Red Shield™ Warranty including: RubberGard™ EPDM, UltraPly™ TPO, asphalt and metal roofing systems.

Master Contractors are also eligible to earn points in the sustainability category. The program offered points for the following Firestone Building Products installations: SkyScape™ Vegetative Roof System, PLATINUM PV™ Program and SunWave™ Daylighting System.

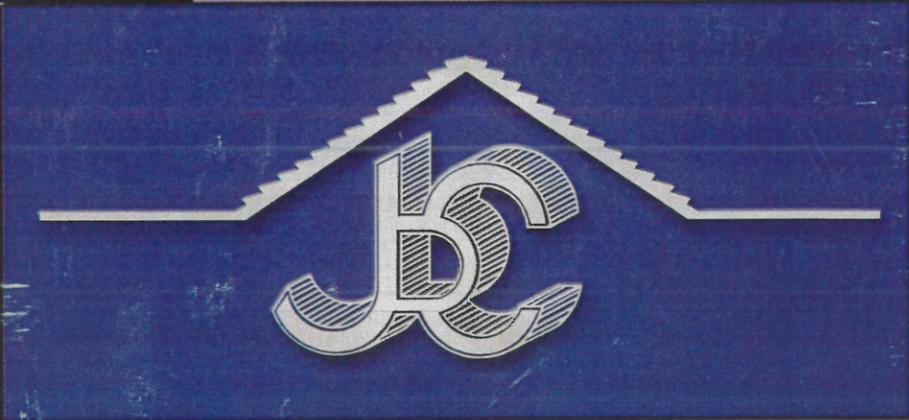
The Inner Circle of Quality Award acknowledged Master Contractors who installed a minimum of eight warranted Firestone Building Products roofing systems in 2014 and four roofs per year for each of the prior four years, maintained at least 2 million square feet of Firestone Building Products roofs under warranty and achieved an annual Quality Incidence Rating (QIR) of 1.25 or less.

For information about Jonesboro Roofing Co., Inc., please call Scott Moore at 870-935-4221 or email [smoore@jonesbororoofing.com](mailto:smoore@jonesbororoofing.com). You may also visit the company’s website at [www.jonesbororoofing.com](http://www.jonesbororoofing.com).

***About Firestone Building Products Company, LLC ([www.firestonebpc.com](http://www.firestonebpc.com)):***

Firestone Building Products Company, LLC is a leading manufacturer and supplier of a comprehensive “Roots to Rooftops” product portfolio for commercial building performance solutions. By taking the entire building envelope into consideration, Firestone Building Products meets individual customer and project needs for roofing, wall and lining solutions.

Headquartered in Indianapolis, Ind., the company also offers outstanding technical services, an international network of roofing contractors, distributors and field sales representatives, and superior warranty protection. Products include: commercial roofing systems, roofing accessories, green roofing systems, photovoltaic and daylighting systems, vegetative roofing systems, metal wall panels, insulation, cavity wall construction, pond liners and geomembranes.



**Jonesboro Roofing  
Company, Inc.**

*"All Roofing Systems"*

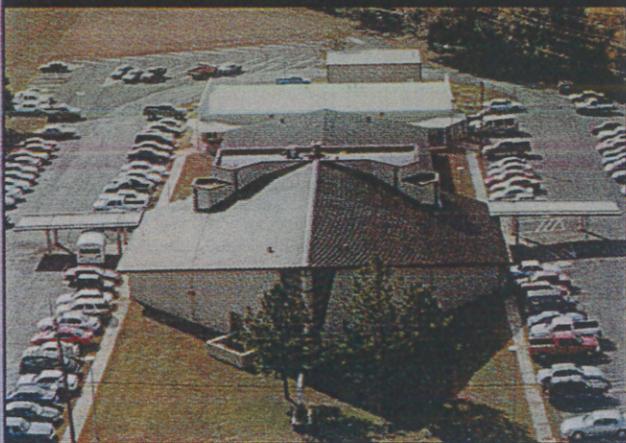
**Industrial**

**Commercial**



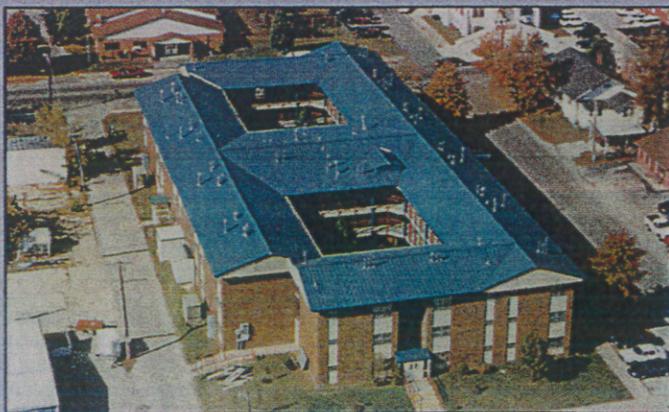
*Lowe's  
Jonesboro, Arkansas*

Since January 1, 1978, Jonesboro Roofing Company Incorporated has been helping both residential and commercial customers achieve total satisfaction from their roofing needs thanks to **high quality workmanship** and an unparalleled level of ingenuity. Using superior building materials and the finest industry standards, Jonesboro Roofing Company Incorporated has fulfilled many customers' demands like Kentucky Fried Chicken, Southwestern Bell Telephone, St. Bernards Regional Medical Center, Lowe's and Kraft Foods-Post Division, just to name a few.



*Nettleton Church of Christ  
Jonesboro, Arkansas*

*Paragould Mini-Rise  
Paragould, Arkansas*





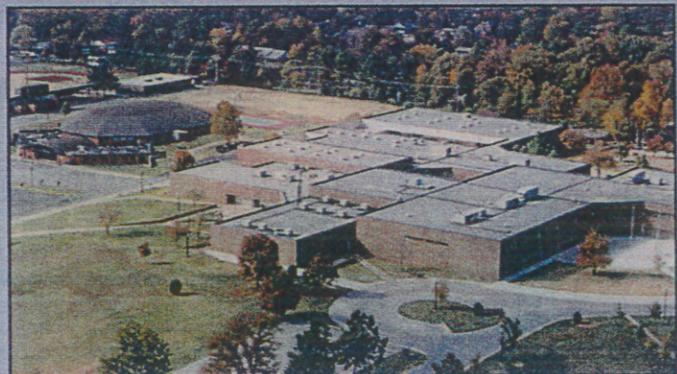
*Midsouth Health Systems  
Jonesboro, Arkansas*



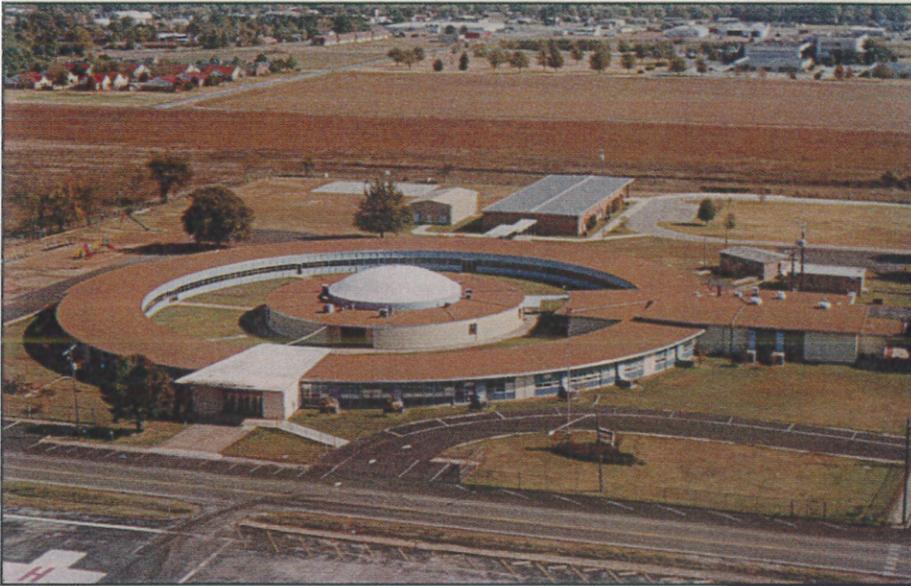
*Kentucky Fried Chicken  
Jonesboro, Arkansas*

Our staff of approximately 70 employees is experienced in **today's technology** thanks to attending schools, seminars and on site training sessions. Our memberships in organizations and our own research keep us familiar with new technology and systems in the industry.

In order to carry out company policy, Jonesboro Roofing employs a full-time safety director to ensure a safe working environment for both employees and clients. Shortcuts are not taken; safety always takes supremacy in completing the job. A strict drug program is administered at all times, and a thirteen-step investigation procedure is exercised in order to prevent any potential accidents from occurring. All employees are trained in safety equipment use, first aid and personal protective equipment.



*Jonesboro High School  
Jonesboro, Arkansas*



Jonesboro Roofing is a full service roofing company. Family owned and operated, we specialize in building long-term working relationships with our customers to ensure that the best roof possible was selected, meeting the highest standards for that particular customer's situation.

Jonesboro Roofing is fully bonded and insured, bringing to the table **over twenty years of experience**. We are proud members of the National Roofing Contractors Association and we are a manufacturer authorized applicator specially trained to correctly install a system that is right for you.



*Castleberry Elementary School  
Newport, Arkansas*



MIDWEST ROOFING  
CONTRACTORS  
ASSOCIATION, INC.





We work with our clients on a long-term basis, making sure that complete satisfaction with every detail of the roofing system is perceived. Professionally trained personnel use only the highest quality products with strict quality control final inspections, eliminating headaches and leaving clients with peace of mind, knowing their system was properly installed.

We specialize in many roofing areas like:

- EPDM Single Plys
- Thermoplastics
- SBS & APP Modified Bitumen
- Built-up Roofing
- Metal Roofing
- Shingle Roofing

We also offer a full line of metal building and metal roofing from most major manufacturers such as CECO, American and Varco Pruden building systems, as well as repairs for all of the above systems.

**Midsouth Bank  
Jonesboro, Arkansas**





**Arkansas Methodist Hospital  
Paragould, Arkansas**

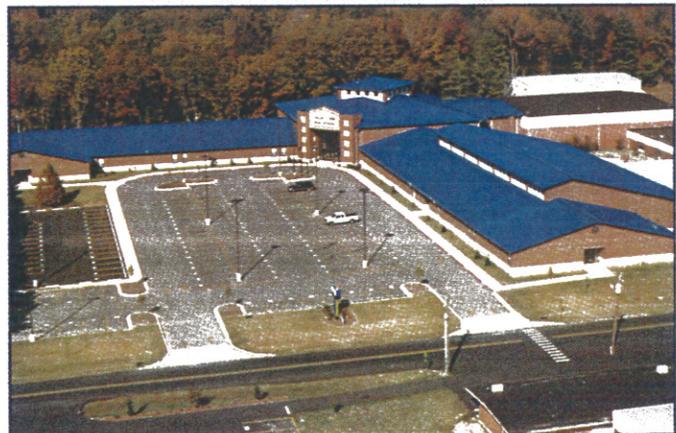


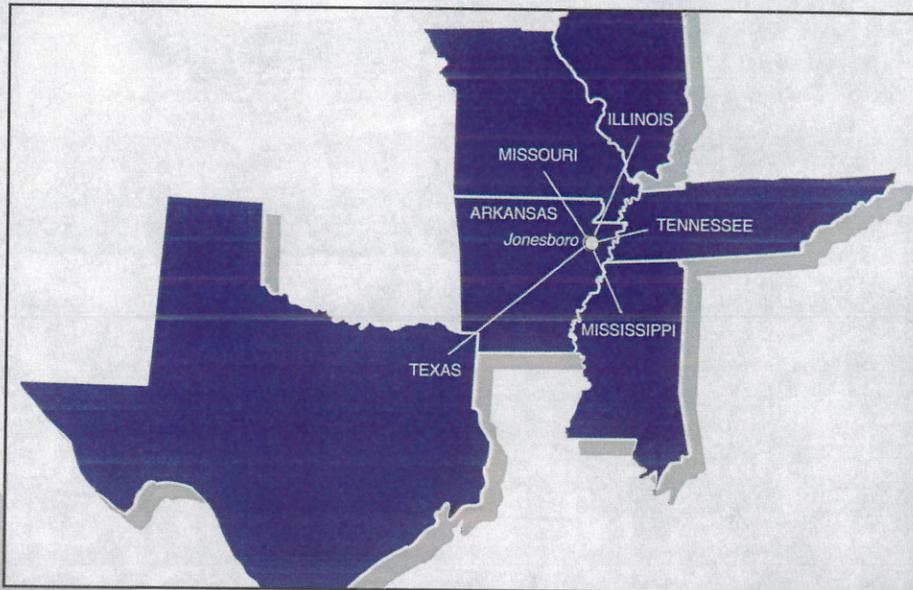
**Optus  
Jonesboro, Arkansas**

**Valley View High School  
Jonesboro, Arkansas**

*Various industries have called on Jonesboro Roofing including:*

- Southwestern Bell Telephone
- Kraft Foods—Post Division
- Ruba-Tex
- Regions Hospital
- General Electric
- St. Bernards Regional Medical Center
- Arkansas Methodist Hospital
- Harris Hospital in Newport
- Jonesboro Public Schools
- Newport School District
- Northeast Arkansas Schools in Paragould
- U.S. Postal Service





Jonesboro Roofing Company Incorporated has worked in over six states including Tennessee, Missouri, Texas, Arkansas, Mississippi and Illinois. Everyone here from management to service, welcomes you to Jonesboro Roofing. **Call today for a free estimate** and let us fulfill your roofing needs. Over twenty years in the business and tons of satisfied clients prove that Jonesboro Roofing Company Incorporated provides quality and satisfaction.



(870) 935-4221  
Toll-Free (888)575-7663  
[www.jonesbororoofing.com](http://www.jonesbororoofing.com)

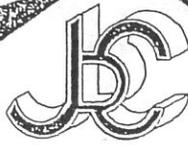


2900 West Washington & 63 Bypass • P.O. Box 9016, Jonesboro. Arkansas 72403



Jonesboro Roofing Company, Inc.

2900 West Washington & 63 Bypass  
P.O. Box 9016, Jonesboro. Arkansas 72403



JONESBORO ROOFING Co., INC.

2900 WEST WASHINGTON SPUR  
P.O. BOX 9016  
JONESBORO, ARKANSAS 72403  
Phone: 870-935-4221 • Fax: 870-935-7670

Certifications are numerous and can be provided upon request per project.

Note: Attached you will find our major manufacturer agreements and our roofing contractors license's for Arkansas, Missouri, Mississippi, Tennessee and Texas.



The aforementioned has achieved the status of Master Roofing Contractor for GAF Materials Corporation, North America's largest roofing manufacturer.

Master status is awarded to a contractor based on their commitment to installation excellence and continuous education. They have pledged to insure that each customer receives their "best and safest choice" in roofing.

GAF License # 13821  
Valid Through 11/2011



# Jonesboro Roofing Company Inc

Robert B. Tataro,  
President & CEO, GAFMC

Victor J. Anthony,  
VP, Low Slope Systems, GAFMC



**MARC**  
MANVILLE APPROVED  
ROOFING CONTRACTOR

**AGREEMENT**

This Agreement is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_,

19\_\_\_\_\_, between Manville Sales Corporation ("Manville"), a Delaware corporation, having a mailing address of Manville Sales Corporation, Roofing Systems Division, P.O. Box 5108, Denver, Colorado 80217-5108 and

\_\_\_\_\_ ,  
a(n) \_\_\_\_\_  
(individual proprietorship, corporation or partnership),

having a mailing address of \_\_\_\_\_

\_\_\_\_\_ ,  
who is appointed a Manville Approved Roofing Contractor (MARC) for the Manville Roofing System(s) identified in Article 2 below.

In consideration of the mutual promises and obligations contained in this Agreement, Manville and MARC agree as follows:

**ARTICLE 1 Representations and Warranties of the Parties.**

1.01 Manville represents and warrants, now and for the term of this Agreement, that:

- (a) Manville will sell its roofing products and accessories through its normal channels to MARC to be applied by MARC into roofing systems according to specifications and technical bulletins published in the Manville Industrial/Commercial Roofing Systems Manual, as modified from time to time (the "Manual").
- (b) Manville will issue guarantees for specific types of Manville roofing systems on the terms and conditions expressly stated in the Manual, the Manville Signature Series Guarantees Brochure (the "Signature Series Price List Brochure") and the specific Manville Guarantee issued for a particular Manville roofing system. One of these terms and conditions is that Manville will issue guarantees on its roofing systems only if that system is applied by a Manville Approved Roofing Contractor. Manville roofing systems applied according to the Manual and the Signature Series Price List Brochure requirements which have been inspected, accepted and for which Manville has issued guarantees are called "Manville Guaranteed Roofing Systems."

1.02 MARC represents and warrants, now and for the term of this Agreement, that:

- (a) MARC knows and understands the requirements for application of the specific types of Manville Guaranteed Roofing Systems identified in Article 2 below, as contained in the Manual and the Signature Series Price List Brochure, and MARC will maintain such knowledge as modifications occur to the Manual or the Signature Series Price List Brochure, including attending Manville training meetings, at MARC's travel and lodging expense, and
- (b) MARC will not represent to anyone that it is qualified as a Manville Approved Roofing Contractor for Manville Guaranteed Roofing Systems other than those identified in Article 2 below.

**ARTICLE 2 Appointment of Manville Approved Roofing Contractor.**

2.01 In reliance on the representations, warranties and promises contained in Article 1, and subject to performance of the obligations contained below, Manville appoints MARC a Manville Approved Roofing Contractor for the specific Manville Guaranteed Roofing System(s) identified in the attached Attachment 1, and MARC accepts this appointment. MARC's appointment as a Manville Approved Roofing Contractor does not establish MARC as an agent or representative of Manville. MARC is and shall at all times be and conduct itself as an independent contractor.

- (f) THE FAILURE OR INABILITY OF MARC TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL RELIEVE MANVILLE OF ANY OBLIGATION TO ISSUE OR CONTINUE IN EFFECT ITS GUARANTEE WHERE SUCH NONCOMPLIANCE EXISTS.
- (g) MARC relieves Manville from any liability resulting from delay or nonperformance of Manville's obligations under this Agreement by reason of strikes, accidents, fires, the failure of the supply of materials, embargoes or any other cause beyond the reasonable control of Manville.
- (h) MARC shall use only those Manville trademarks as may be specifically authorized in writing by Manville for MARC's use and then only in strict compliance with the conditions of use prescribed by Manville.

**ARTICLE 4 Mutual Provisions.**

4.01 This Agreement is nonexclusive with regard to territory and materials; Manville reserves the right to sell and distribute all Manville products and services, including Manville roofing products and accessories, Manville Guaranteed Roofing Systems and Guarantees, to others, without restriction.

4.02 The term of this Agreement shall be continuous except that either party may cancel this Agreement for any reason by giving thirty days notice in writing to that effect to the other party. In the event of cancellation of this Agreement by either party, the other party shall not be relieved of its obligation to carry out the terms, promises and conditions of this Agreement as may apply to any Roofing Systems Contract on which Manville has agreed to sell its roofing products to MARC where Manville has already received and agreed to a Contract Award Notice under this Agreement prior to termination. Cancellation of this Agreement by either party shall not alter or nullify either party's obligations accrued prior to termination, including those relating to previously issued guarantees of either party.

4.03 All forms, notices and Guarantees hereunder shall be deemed delivered when personally delivered or when received after being deposited in the U.S. mails, postage prepaid and addressed to the party to receive such form, notice or Guarantee at the address noted on page 1 of this Agreement or at such other address as a party so notifies the other.

4.04 This Agreement cancels and supercedes all existing contracts, agreements and understandings between the parties concerning this subject matter, including all contracts previously executed which appointed MARC as a Manville Approved Roofing Contractor and constitutes the entire agreement between the parties. This Agreement may not be changed except by a subsequent writing signed by both parties. All Attachments and Exhibits, the Manual and the Signature Series Price List Brochures and updates thereto referenced in this Agreement are incorporated herein. This Agreement may not be transferred by MARC to a third party without Manville's prior written consent. The laws of the State of Colorado shall govern the construction of this Agreement, which shall be interpreted as though prepared by both parties.

4.05 In the event either party fails to pay sums to the other party in a timely fashion under this Agreement, collection costs, including reasonable attorney fees and court costs, and interest at the rate of 1% per month on the unpaid principal balance, or such higher rate as may be permitted by law, shall be recoverable by the party to whom such sums are owed.

The parties have duly executed this Agreement in triplicate through duly authorized representatives intending it to be effective as of the day and year written above.

**"MARC"**

By: P. E. Mares Jr.

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

Name of Firm: \_\_\_\_\_

**"MANVILLE"**

**MANVILLE SALES CORPORATION**

By: V. W. [Signature]  
Manville Sales Representative

and  
By: [Signature]

Title: MANAGER TECHNICAL SERVICES

3/54 - Item No 101

**Firestone**Applicator Number 2699**BUILDING PRODUCTS COMPANY**

DIVISION OF THE FIRESTONE TIRE AND RUBBER COMPANY

**NON-EXCLUSIVE LICENSE AS APPLICATOR TO SELL AND INSTALL  
FIRESTONE RUBBERGARD® ROOFING SYSTEMS**

This License Agreement binds

Jonesboro Roofing Co., Inc.  
(Name of Firm)909 Southwest Dr.  
(Street Address)Jonesboro Ar. 72401  
(City/State/Zip)

(Applicator) and Firestone Building Products Company, a Division of the Firestone Tire and Rubber Company (Firestone) into an agreement subject to the terms, conditions and limitations stated herein.

## 1. Applicator shall:

- (a) Use its best efforts to sell and promote the use of Firestone RubberGard Roofing Systems, using only Firestone approved promotional materials.
- (b) Not begin any installation of Roofing Systems until Applicator has received technical field instructions or attended a training meeting.
- (c) Use only Firestone RubberGard® membrane, adhesive, sealant and flashing materials and comply with Firestone's RubberGard® specifications.
- (d) Purchase from and pay Firestone for all RubberGard Roofing products according to price quotations and terms furnished by Firestone representatives or agents at the time of bid.
- (e) Furnish to owner with the bid a copy of the Warranty Identified by Firestone as one which will ultimately be issued by Firestone to the Owner, including a statement of its price.
- (f) Comply with all federal, state and local laws, regulations and governmental orders including but not limited to the Fair Labor Standards Act, Walsh-Healy Act, Equal Employment Act of 1972 and Occupational Safety and Health Act.
- (g) Provide a two (2) year warranty per Paragraph 5(c).
- (h) Provide Firestone or its representatives all requested information on the roof installation including but not limited to the following forms: Pre-Installation Notice, Approved Roof Drawing, Request for Inspection, Repairs for Warranty, Leak/Repair Notification.
- (i) Not use any sub-contractors that are not licensed by Firestone to install Firestone Roofing materials without receiving prior written approval from Firestone.
- (j) Not sell, transfer or assign its interest in any Firestone supplied materials to any roofing contractors that are not licensed by Firestone to install Firestone Roofing Systems. Any other sale, transfer or assignment of Firestone supplied materials to other roofing contractors must have Firestone's prior written approval.

## 2. Firestone shall:

- (a) Provide Applicator with instructional materials, and training which in Firestone's judgment are necessary to assure adequate quality and uniformity in installation of Firestone RubberGard® Roofing Systems.
- (b) Provide Applicator with updates or revisions of such specifications, details and/or installation instructions upon receipt of notice from the Applicator that it is contemplating using Firestone materials in bidding a particular job.
- (c) Provide Applicator a supply of promotional materials which in Firestone's judgment is adequate for Applicator's use in the sale and promotion of Firestone Roofing Systems.
- (d) Assist the Applicator in determining the warrantability of specific jobs by providing field technical assistance at published prevailing charges.
- (e) Provide to Building Owner, at price quoted to Applicator at time of bid, Firestone's Standard Warranty. Should it be determined that Firestone's specifications, details, installation procedures and instructions were not followed, or if Firestone has not been paid for roofing materials and the Standard Warranty, Applicator shall be notified of the situation and shall be given the opportunity to remedy the situation so that the roof will become eligible for Warranty.

- (f) Provide to Applicator a supply of all standard forms as described in Paragraph 1h above.
- (g) Furnish Applicator without charge technical assistance and advice for the purpose of evaluating watertight integrity of the installation of Firestone Roofing Systems. Any acceptance by Firestone would not be conclusive and hence not forgive the Applicator from his two (2) year warranty (Paragraph 5(c)) on watertightness.

### 3. Purchase of Roofing Systems:

- (a) All orders to Firestone for Roofing materials shall be submitted on a Firestone supplied purchase order form or on contractor's purchase order form, provided that the terms and conditions of sale are same as those shown on attachment A. All orders shall be subject to final approval and acceptance by Firestone. Firestone reserves the right to accept or reject all or any part of an order with just cause.
- (b) Firestone shall sell materials to Applicator subject to Firestone's standard terms, conditions, prices and shipping practices in effect on the date of shipment. Firestone reserves the right itself to change its price lists at any time, but in the event of an increase in the price applicable to orders already placed by Applicator, Firestone will delay application of new prices when price protection has been granted, in writing, for specified jobs, or the Applicator may cancel such order without charge or penalty by written notice within ten (10) days after the date of the announcement of such price increase.
- (c) Any sales, revenue, excise or other taxes applicable to Roofing Systems purchased by Applicator shall be added to the purchase price and shall be paid by Applicator, or in lieu thereof, Applicator shall provide Firestone with a tax exemption certificate or other proof of tax exemption in a form acceptable to the appropriate taxing authorities.
- (d) No Standard Warranty shall be issued or considered to be in full force and effect unless and until Applicator has paid Firestone for the Roofing Systems, Standard Warranty, and above taxes (unless Applicator has submitted appropriate proof of tax exemption to Firestone.)

### 4. Pre-Installation Notice:

- (a) At its expense Applicator shall furnish Firestone on Firestone supplied form, for every job on which Applicator is to install Roofing Systems, the following:
  - (i) Pre-Installation Notice of the roofing contract and copies of all job specifications, shop drawings, details and other plans to be used in connection with the installation of Roofing Systems, as soon as such items become available, including purchase order for materials.
  - (ii) A description of the nature of the work (i.e. public or private work).
- (b) Firestone's review of the above plans, details and other information is for the purpose of evaluating watertight integrity only. FIRESTONE MAKES NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.
- (c) Regardless of whether Roofing Systems have been ordered from Firestone or one of its authorized distributors, if Applicator fails to comply with Paragraph 4(a), Firestone shall notify Applicator of what legitimate information is desired and allow a reasonable time for submission of such information before refusal to ship or cancellation of order.

### 5. Inspections:

For every job Applicator shall:

- (a) Submit Pre-Installation Notice within fourteen (14) calendar days prior to installation.
- (b) Submit Request for Inspection to Firestone indicating completion of Roofing Systems installation within seven (7) calendar days after completion of the installation.
- (c) For a period of two (2) years beginning with the date Standard Warranty is issued to Building Owner by Firestone, or in the event a Standard Warranty is not issued pursuant to paragraph 2(e) or because of Building Owner's preference, then for a period of two (2) years beginning with the completion of the installation of Roofing Systems, repair upon request of either Building Owner or Firestone, at Applicator's expense, any leaks caused by Applicator's negligence or faulty handling or installation of Roofing Systems including but not limited to the use of materials not approved by Firestone.
- (d) Allow Firestone, at Firestone's option, to inspect Roofing Systems at any time prior to the expiration of Applicator's two (2) year repair period, and at Applicator's expense follow such instructions and make such repairs deemed necessary in the judgment of Firestone to assure watertight integrity. Provided Applicator has made repairs to any leaks in accordance with its two (2) year guarantee, the Applicator shall have no further responsibility for the roof once the two (2) year period has elapsed, and Firestone shall not make any further demand or claim against Applicator concerning Applicator's workmanship or handling of materials.

- (e) Subject to the approval of Building Owner and Applicator's continuing status as a Firestone licensed Roofing Applicator, Firestone will have the option to request a bid form from the Applicator who completed the installation of Roofing Systems in the event that repair work becomes necessary after the above two (2) year period.

For every job Firestone shall:

- (a) Have the option to inspect and approve the watertight integrity of the installation of Roofing Systems. Firestone may direct Applicator to make such changes or repairs as Firestone deems necessary for proper installation. Such changes or repairs shall be at Applicator's expense if Firestone determines that Applicator failed to follow and adhere to Firestone's written specifications, details, installation instructions and procedures in effect at the time of installation. Any acceptance by Firestone would not be conclusive and hence not forgive the Applicator from his two (2) year warranty (Paragraph 5(c)) on watertightness.

6. Warranty to Applicator:

Firestone warrants its material to be free from defects. Applicator claims for allegedly defective material will be handled in accordance with Firestone Customer Claims Policy.

7. General Conditions:

- (a) Applicator shall not use the name Firestone, Firestone's logo or any other Firestone trademark or trade name in Applicator's firm name or assumed name or in any other manner, provided, however, Applicator may indicate in correspondence or advertising related to Roofing Systems, that it is a Firestone licensed Roofing Applicator. Upon expiration or termination of this Agreement for any reason Applicator shall immediately discontinue any use of any name, logo, trademark or trade name used by Firestone.
- (b) Applicator shall act only in Applicator's legal capacity as an independent contractor. In no event shall Applicator be an employee, franchisee or agent of Firestone. Firestone is not a franchisor. Applicator has no authority to act for, or on behalf of Firestone or to bind Firestone in any way whatsoever, and Applicator shall not so hold itself out to authority. Applicator is not authorized to make or extend any promises, representations or warranties with respect to Roofing Systems except as set forth in Firestone's product literature or specifications.
- (c) Neither party shall be held responsible for delays or failure to perform hereunder, (except for payment of monies when due), caused by fires, floods, strikes, labor disputes, accidents, acts of war, priorities required or requested by any governmental authority, and any resultant consequential costs due to transportation delays, restrictions imposed by federal, state or local law, regulations or ordinances, or Firestone's inability to secure raw materials or energy or for any other causes beyond a party's control.

8. Hold Harmless:

- (a) Applicator agrees to indemnify, defend and save Firestone harmless from any and all damages, losses or expenses including reasonable attorney's fees, direct or indirect, including settlement of any claim subject to Applicator's approval, which approval shall not be unreasonably withheld, which Firestone may be subjected to because of Applicator's negligence or failure to perform any term or condition of this Agreement. Firestone shall not be obligated to appeal any judgment which would impose liability on Applicator.
- (b) Firestone shall indemnify and save Applicator harmless from all damages, losses or expenses, including reasonable attorney's fees, direct or indirect, including settlement of any claim subject to Firestone's approval which approval shall not be unreasonably withheld, which Applicator may be subjected to because of Firestone's negligence or failure to perform any term or condition of this Agreement including specifically its obligations under the Standard Warranty.
- (c) In the event that any claim, action or proceeding is threatened or made against Applicator or Firestone which may impose liability on Applicator or Firestone under this Indemnity, Firestone and Applicator shall promptly serve written notice on the other party of such claim, action or proceeding and the other party shall have the option to join in the defense of the claim at its expense.

9. Terms of Agreement; Termination:

- (a) This Agreement shall remain in effect until cancelled, without cause on thirty (30) days written notice; or without notice for breach of any covenant contained herein; or if either party shall deem the other financially unable to discharge the terms of the Agreement.
- (b) Firestone will fulfill the obligation of filling orders and issuing Warranties which have been accepted by Firestone prior to cancellation of this Agreement, unless the cancellation is due to poor workmanship (in such case contractor will have opportunity to remedy the poor workmanship) or illegal business practices.
- (c) Termination of this Agreement shall not relieve Applicator from its obligations and liabilities hereunder including but not limited to its obligations to repair Roofing Systems as provided in Paragraphs 5(c), (d) and 6(a), to complete the installation of Roofing Systems undertaken and not completed by Applicator by the date of the termination notice, and to make all payments due or accrued to Firestone and other material suppliers.

10. Waiver:

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

11. Assignment:

This Agreement is assignable by Firestone, but not by \_\_\_\_\_ without Firestone's written consent.

12. Construction:

This Agreement constitutes the entire Agreement between the parties. No change or addition to this Agreement shall be effective unless in writing and signed by the parties.

This Agreement shall become effective on date of execution by Firestone.

Date 10-21-84 Washburn Roofing Co., Inc.  
(Name of Firm)  
 By P. E. Moore Jr.  
 Title President  
 Signature P. E. Moore, Jr.

In presence of:  
Melba Johnston  
(Witness)  
 Date 10-24-84

FIRESTONE BUILDING PRODUCTS COMPANY  
DIVISION OF FIRESTONE TIRE & RUBBER COMPANY

By J.R. Lockhart, Jr.  
 Title Southern Regional Manager  
 Signature J.R. Lockhart  
 Date 11/1/84

In presence of:  
Dale [Signature]  
(Witness)  
 Date 11/1/84



November 1, 2010

Jonesboro Roofing Co  
2900 Washington St.  
Jonesboro, AR 72401

Re: Contractor Certification

To Whom It May Concern:

Please accept our letter of confirmation concerning the qualifications of JONESBORO ROOFING CO. They were certified November 2008 by our company, Architectural Integrated Metals, Inc. This certification authorizes JONESBORO ROOFING CO. to receive our Weather-Tight Guardian Series Warranties.

Our warranties require that Architectural Integrated Metals, Inc. in conjunction with our contractors will provide certified inspection services, provided by an independent Third Party Inspection firm, to inspect the roof after the project has been completed.

Once inspected, certified and passed, the warranty will be issued for the required period of time as per specification.

Professionally,

A handwritten signature in black ink, appearing to read 'James D. Brown', is written over a white background.

Vice President, Sales & Mktg  
Architectural Integrated Metals, Inc.

Cc:



THIS IS TO CERTIFY THAT

Jonesboro Roofing Co., Inc.  
IS A

LICENSEE

OF

**Berridge Manufacturing Company**

*As a licensee of Berridge Manufacturing Company, this company is qualified to provide the highest quality and broadest range of products offered in The Berridge Total Program, including: On-Site Roll-Forming of Architectural and Structural Standing Seam and Batten Seam Roof Panels in Continuous Lengths; Premium Quality Kynar 5000® Finish Coil and Flat Sheet Material for all Roofing Panels & Flashing; The widest variety of Factory-Fabricated Architectural and Structural Panels, Shingles and Tile Systems for Roofs, Facades, Mansards, Ceilings, Equipment Screens, Soffits, and Walls; Complete Light-Gauge Cold-Form Framing Member Systems for Retrofit Roofing Slope Buildup, Equipment Screens, Mansards, etc. In addition to this wide range of Architectural Panel Products, this Berridge Licensee is fully supported by both Product Material, Finish and Watertightness Warranty Service from material suppliers and Berridge Manufacturing Company. You are assured of the highest possible quality product and workmanship when you deal with a Berridge Licensee!*

  
Jack A. Berridge

State of Arkansas

Contractors Licensing Board

JONESBORO ROOFING COMPANY, INC.  
PO BOX 9016  
JONESBORO, AR 72403-9016

JONESBORO ROOFING COMPANY, INC.

This is to Certify That

is duly licensed under the provisions of Act 150 of the 1965 Acts as amended and is entitled to practice Contracting in the State of Arkansas within the following classification:

BUILDING  
- (COMMERCIAL & RESIDENTIAL)

with the following suggested bid limit Unlimited

from January 9, 2015 until November 30, 2015

when this Certificate expires.

Witness our hands of the Board, dated at North Little Rock, Arkansas:

*W. Dan Wright*

CHAIRMAN

*John B. Guyon*

SECRETARY

January 9, 2015 - da



# State of Mississippi

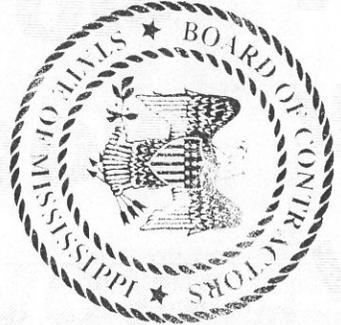
## BOARD OF CONTRACTORS

JONESBORO ROOFING CO., INC.  
POST OFFICE BOX 9016  
JONESBORO, AR 72403

is duly registered and entitled to perform

- 1) METAL BUILDINGS
- 2) ROOFING, SHEETMETAL, & SIDING

*We have herewith set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 23 day of May, 2015*



CERTIFICATE OF RESPONSIBILITY  
No. 14276-SC  
Expires May 23, 2016

*James H. Kline*  
CHAIRMAN OF THE BOARD

300612

STATE OF TENNESSEE  
DEPARTMENT OF  
COMMERCE AND INSURANCE



ID NUMBER: 00024196  
LIC STATUS: ACTIVE  
EXPIRATION DATE: 07/31/2016

CONTRACTORS  
CONTRACTOR  
JONESBORO ROOFING CO., INC.

THIS IS TO CERTIFY THAT ALL REQUIREMENTS  
OF THE STATE OF TENNESSEE HAVE BEEN MET.

JONESBORO ROOFING CO., INC.  
P.O. BOX 9016  
JONESBORO AR 72403-9016



9147030

300612

# State of Tennessee

BOARD FOR LICENSING CONTRACTORS

CONTRACTOR

JONESBORO ROOFING CO., INC.

*This is to certify that all requirements of the State of Tennessee  
have been met.*

ID NUMBER: 00024196  
LIC STATUS: ACTIVE  
EXPIRATION DATE: 07/31/2016

BC-20, 21;

\$1,000,000.00



IN-1313  
DEPARTMENT OF  
COMMERCE AND INSURANCE

# STATE OF MISSOURI

ROY D. BLUNT, Secretary of State

CORPORATION DIVISION

## CERTIFICATE OF AUTHORITY



WHEREAS,

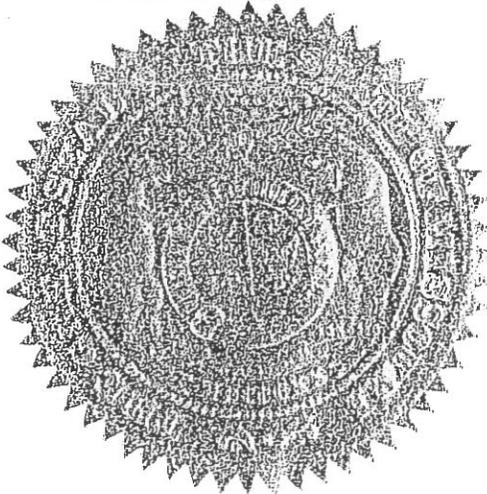
JONESBORO ROOFING CO., INC.

using in Missouri the name

JONESBORO ROOFING CO., INC.

incorporated under the Laws of the State of ARKANSAS and now in existence and in good standing in said State has filed in the office of the Secretary of State duly authenticated evidence of its incorporation, as provided by law, and has, in all respects, complied with the requirements of The General and Business Corporation Law governing Foreign Corporations;

NOW, THEREFORE, I, ROY D. BLUNT, Secretary of State of the State of Missouri, by virtue of the authority vested in me by law, do hereby certify that said corporation is from this date duly authorized to carry on business in the State of Missouri, and is entitled to all rights and privileges granted to Foreign Corporations under The General and Business Corporation Law.



IN TESTIMONY WHEREOF, I hereunto set my hand and affix

the GREAT SEAL of the State of Missouri. Done at the City

21st JANUARY

of Jefferson, this \_\_\_\_\_ day of \_\_\_\_\_,

19 87 \_\_\_\_\_.

*Roy D. Blunt*  
Secretary of State



The State of Texas  
Secretary of State

MAR. 22, 2000

JONESBORO ROOFING CO. INC.  
BOX 9016  
JONESBORO AR 72403

RE:  
JONESBORO ROOFING CO. INC.

CHARTER NUMBER 00131602-06

ENCLOSED IS THE CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS IN THE STATE OF TEXAS, ISSUED TO THE ABOVE NAMED CORPORATION, INCORPORATED UNDER THE LAWS OF ARKANSAS

AS A CORPORATION, YOU ARE SUBJECT TO STATE TAX LAWS. SOME NON-PROFIT CORPORATIONS ARE EXEMPT FROM THE PAYMENT OF FRANCHISE TAXES AND MAY ALSO BE EXEMPT FROM THE PAYMENT OF SALES AND USE TAX ON THE PURCHASE OF TAXABLE ITEMS. IF YOU FEEL THAT UNDER THE LAW YOUR CORPORATION IS ENTITLED TO BE EXEMPT YOU MUST APPLY TO THE COMPTROLLER OF PUBLIC ACCOUNTS FOR THE EXEMPTION. THE SECRETARY OF STATE CANNOT MAKE SUCH DETERMINATION FOR YOUR CORPORATION.

IF WE CAN BE OF FURTHER SERVICE AT ANY TIME, PLEASE LET US KNOW.

VERY TRULY YOURS,

A handwritten signature in cursive script, reading "Elton Bomer".

Elton Bomer, Secretary of State



**McDaniel-Whitley, Inc.**  
*Bonds & Insurance*

P. O. Box 382007  
Memphis, TN 38183-2007  
Phone (901) 881-6464  
Fax (901) 881-6467

March 5, 2015

RE: Jonesboro Roofing Company, Inc.  
Jonesboro, AR

To Whom It May Concern:

With pleasure, I would like to extend my recommendation of the above contractor for your project. I have bonded and insured this contractor for over 7 years. All projects undertaken have been completed on time and have been performed without complaint of any kind from an owner, architect, engineer, subcontractor or creditor.

We stand ready to consider \$4,000,000 single projects over a \$15,000,000 program. Their current surety is RLI Surety Company and they are A+ rated by Best and in the Federal Register for approved Sureties. All bonds, however, are underwritten based on current financials, contract terms, funding, work in process and many other underwriting factors.

I have every reason to believe you will be well satisfied with Scott Moore and Jonesboro Roofing Company, Inc. Please give me a call if I may provide any additional information or may be of assistance.

Best regards,

A handwritten signature in blue ink that reads "Michael A. McDaniel".

Michael A. McDaniel  
McDaniel-Whitley, Inc.  
901-591-8750 direct  
901-603-7250 cell  
[mmcdaniel@mcdanielwhitley.com](mailto:mmcdaniel@mcdanielwhitley.com)