

# VENDOR CONTRACT

Between Roof Management Services, 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 Roof Management Services, Inc.  
 Address 11312 Indian Trail  
 Dallas, TX 75229  
 Contact  
 Department  
 Building  
 Floor/Room  
 Telephone 1 (972) 278-7277  
 Fax 1 (972) 278-7279  
 Email  
 Submitted 8/12/2015 11:38:05 AM CT  
 Total \$0.00

Signature Rob Wagon

Email rwagon@roofingsvc.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?	Yes
4	Company Residence (City)	Vendor's principal place of business is in the city of?	Dallas
5	Company Residence (State)	Vendor's principal place of business is in the state of?	Texas
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?	12
15	Years Experience	Company years experience in this category?	20
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)	TX



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.)	Full service roofing and sheet metal company that provides roofing solutions for roof leaks, re-roofs, new construction, sheet metal and metal roofs. We meet all bonding, OSHA, and insurance requirements. With 20 years experience, we have earned an excellent reputation by providing maximum value at a competitive price and are dedicated to serving our customers with a comprehensive array of roofing solutions.
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	Rob Wagnon
21	Primary Contact Title	Primary Contact Title	President
22	Primary Contact Email	Primary Contact Email	rwagnon@roofingsvc.com
23	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	9722787277
24	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	9722787279
25	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	2145637291
26	Secondary Contact Name	Secondary Contact Name	Robyn Wagnon
27	Secondary Contact Title	Secondary Contact Title	Office Manager
28	Secondary Contact Email	Secondary Contact Email	robynwagnon@gmail.com
29	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	9722787277
30	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	9722787277
31	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	2145637291
32	2% Contact Name	2% Contact Name	Rob Wagnon
33	2% Contact Email	2% Contact Email	rwagnon@roofingsvc.com
34	2% Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	9722787277
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	Rob Wagnon
37	Purchase Order Contact Email	Purchase Order Contact Email	rwagnon@roofingsvc.com
38	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	9722787277
39	Company Website	Company Website (Format - www.company.com)	www.roofingsvc.com
40	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	75-2594416
41	Primary Address	Primary Address	11312 Indian Trail
42	Primary Address City	Primary Address City	Dallas

- 43 Primary Address State Primary Address State (2 Digit Abbreviation) TX
- 44 Primary Address Zip Primary Address Zip 75229
- 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, insulation, sheet metal, metal roof, flashing, waterproofing, rood repair, RMS, Roof Management Services, commercial roofing, Standing SEAM, Built-up, BUR, Modified Bitumen, Single-Ply, EPDM, Asphalt, Wall Panel
- 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.) Yes
- 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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**Provisions for purchase with federal funds for contracts exceeding \$100,000**  
**These forms are for non-construction contracts**

Many TIPS members (grantees and sub-grantees) purchase goods and services with federal funds. When a member engages a contract exceeding \$100,000 and paid with federal funds, provisions are triggered by various Code of Federal Regulations requirements. Primarily 34 CFR 80.36 from the Department of Education and 7 CFR 3015 & 3016 from the Department of Agriculture for School Lunch Program. There may be other Federal programs from time to time that are not enumerated above that may fund certain projects using outside vendors. These are not optional for the contracting entity and in order to spend the federal funds certain provision and certifications must be in place to ensure legal compliance.

If your company wishes to be eligible to participate in a TIPS contract in which a member utilizes federal funds on contracts exceeding \$100,000, you must complete the following forms can provide the certifications as required on the subsequent pages.

Do you wish to be eligible to participate in a TIPS contract in which a member utilizes federal funds on contracts exceeding \$100,000?

Check your response?

YES  NO



8/10/2015

\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Date

Rob Wagon

\_\_\_\_\_  
Printed Name of Authorized Company Official

Roof Management Services, Inc.

\_\_\_\_\_  
Company Name

***Attach to this page a current W-9 form***

***Please complete the forms below***

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return) <b>Roof Management Services, Inc.</b>		
	Business name/disregarded entity name, if different from above		
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____	
	Address (number, street, and apt. or suite no.) <b>11312 Indian Trail</b>	Requester's name and address (optional)	
	City, state, and ZIP code <b>Dallas, TX 75229</b>		
List account number(s) here (optional)			

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								

Employer identification number								
7	5	-	2	5	9	4	4	1 6

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here**    Signature of U.S. person ▶

Date ▶ 8-10-2015

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on [www.irs.gov/w9](http://www.irs.gov/w9) for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



**Legal Compliance**

It is the proposing company's duty and responsibility to have knowledge of and be responsible for the compliance with all applicable laws, rules and regulations as they apply to this procurement process and any subsequent award. The vendor agrees to comply, in all relevant respects, with all Federal, State, and Local laws, rules and regulations related to the performance of services or supply of goods to TIPS or TIPS members?

Does vendor agree? YES <sup>RW</sup> \_\_\_\_\_ Initial of Authorized Company Official

**Non-Collusive Bidding Certificate**

By submitting a proposal in response to a Request for Proposals or other procurement device containing this clause, you certify that you are authorized to certify to the following:

- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

The vendor complied with #1 through 4 above? YES <sup>RW</sup> \_\_\_\_\_ Initial of Authorized Company Official

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**SUSPENSION OR DEBARMENT CERTIFICATE**

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Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

You certify that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rules

The vendor has not been debarred? YES <sup>RW</sup> \_\_\_\_\_ Initial of Authorized Company Official

***Certification Regarding Lobbying***

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

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

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

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

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

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

Roof Management Services, Inc.


\_\_\_\_\_  
Name of Organization

11312 Indian Trail Dallas, TX 75229

\_\_\_\_\_  
Address of Organization

Rob Wagnon, President

\_\_\_\_\_  
Name / Title of Submitting Official

  
\_\_\_\_\_  
Signature of Submitting Official

08/10/2015

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



**Provisions for purchase with federal funds for contracts exceeding \$100,000**

**Federal Rule (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)**

Notice: Pursuant to Federal Rule (1) above, when federal funds are expended by TIPS Member, TIPS Member reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES <sup>RW</sup> \_\_\_\_\_ Initial of Authorized Company Official

**Federal Rule (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rule (2) above, when federal funds are expended by TIPS Member, TIPS Member reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. TIPS Member reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Does vendor agree? YES <sup>RW</sup> \_\_\_\_\_ Initial of Authorized Company Official

**Federal Rule (7) Notice of awarding agency requirements and regulations pertaining to reporting.**

Pursuant to Federal Rule (7) above, when federal funds are expended by TIPS Member, TIPS Member requires that the proposer certify that during the term of an award by the TIPS Member resulting from this procurement process the vendor will provide reports and documentation required by all applicable law and state and federal regulations upon request by the TIPS Member or any relevant state or federal agency.

Does vendor agree? YES <sup>RW</sup> \_\_\_\_\_ Initial of Authorized Company Official

**Federal Rule (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.**

**Provisions for purchase with federal funds for contracts exceeding \$100,000**

Pursuant to Federal Rule (8) above, when federal funds are expended by TIPS Member, TIPS Member shall address any requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract in the contract document and absent language to the contrary or if the contract silent on the subject, the District retains all rights thereto.

Does vendor agree? YES <sup>RW</sup> \_\_\_\_\_ Initial of Authorized Company Official

**Federal Rule (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.**

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that during the term of an award by the TIPS Member resulting for this procurement process the vendor will surrender upon request any copyrighted materials owned by the TIPS Member but used in the awarded contract performance unless otherwise agreed in a written document by the parties. TIPS Member reserves the rights to all data created or provided to the vendor for the purpose of contract performance resulting for this procurement process and the vendor will surrender such data upon request unless otherwise agreed in a written document by the parties. If the contract is silent or not dispositive on the subject matter data or copyrights TIPS Member retains all rights in the data developed or gathered during the contract term.

Does vendor agree? YES <sup>RW</sup> \_\_\_\_\_ Initial of Authorized Company Official

**Federal Rule (10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.**

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that during the term and after the awarded term of an award by the TIPS Member resulting for this procurement process the vendor will grant access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Does vendor agree? YES <sup>RW</sup> \_\_\_\_\_ Initial of Authorized Company Official



**Provisions for purchase with federal funds for contracts exceeding \$100,000**

**Federal Rule (11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.**

Pursuant to Federal Rule (11) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that the awarded vendor retain of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Does vendor agree? YES <sup>RW</sup> \_\_\_\_\_ Initial of Authorized Company Official

**Federal Rule (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)**

Pursuant to Federal Rule (12) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor agree? YES <sup>RW</sup> \_\_\_\_\_ Initial of Authorized Company Official

**Federal Rule (13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).**

Pursuant to Federal Rule (13) above, when federal funds are expended by TIPS Member, TIPS Member requires proposer certify that during the term of an award by the TIPS Member resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES <sup>RW</sup> \_\_\_\_\_ Initial of Authorized Company Official

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**SUSPENSION OR DEBARMENT CERTIFICATE**

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Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.


You certify that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rules

Information may be found at <https://www.sam.gov/index.html>

Has the vendor been debarred from participation in Federal funds contracts?

NO  Initial of Authorized Company Official R. W.

YES  Initial of Authorized Company Official

Company Official: Rob Wagnon 

Company: Roof Management Services, Inc.

## 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: Roof Management Services, Inc.

Mailing Address: 11312 Indian Trail

City: Dallas


State: Texas

Zip: 75229

Telephone Number: (972) 278-7277

Fax Number: (972) 278-7279

Email Address: rwagnon@roofingsvc.com

Authorized Signature: 

Printed Name: Rob Wagnon

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.

Blenda McNaatt 9-24-15  
TIPS Authorized Signature Date

David Wayne Fitts 9-24-15  
Approved by Region VIII ESC Date

**References**

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

Organization	City	State	Contact Name	Contact Phone
Irving ISD	Irving	TX	Sammy Andrews	214-862-8918
City of Plano	Plano	TX	Michael Parrish	972-941-7554
State of Texas, Abilene State Supported Living Center	Abilene	TX	Michael Schultz	325-795-5596
Plano ISD	Plano	TX	Jason Oswald	214-368-4734
Collin County	McKinney	TX	Matt Dobecka	972-548-4103
Weatherford ISD	Weatherford	TX	Ray Stringer	972-874-1388
North Hopkins ISD	Sulphur Springs	TX	Jason Thorpe	214-882-1801



**BERRIDGE MANUFACTURING COMPANY  
20-YEAR WATERTIGHTNESS  
LIMITED WARRANTY**

Building \_\_\_\_\_  
 Owner \_\_\_\_\_  
 Building /Job \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Building \_\_\_\_\_  
 Location: \_\_\_\_\_

Berridge Work Order Number: DAL-0012889  
 Date Roof Completed: April 3, 2015  
 Berridge Material  
 Furnished (Sq. Ft.): 3,990

Berridge Manufacturing Company (hereinafter referred to as "Berridge") and the Roofing Contractor/Installer whose signature appears below (hereinafter referred to as "Roofer") severally warrant [Roofer only for any matter arising during the first two years after completion of installation of the subject roof on the above referenced Building and Berridge only for any matter first arising after the second anniversary of successful completion of installation of the subject roof but arising not later than the twentieth anniversary of such completion] to the above-named Building Owner (hereinafter referred to as "Owner") that subject to each and every term(s), condition(s), limitation(s), allocation(s) of warranty, and responsibility(ies) stated herein, Roofer's workmanship on the above-named building will be adequate to prevent leaks for 20 years commencing with the date of completion of installation of the Roofing System. This warranty will be fully satisfied by repair of the Roof, and any such repairs shall carry a warranty against leaks only for any then remaining balance of the original 20-year warranty period.

**BERRIDGE'S AND ROOFER'S AGGREGATE TOTAL CUMULATIVE LIABILITY UNDER THIS 20-YEAR WATERTIGHTNESS LIMITED WARRANTY IS LIMITED TO THE DOLLAR AMOUNT OF THE OWNER'S ORIGINAL PAYMENT MADE TO THEM FOR MATERIALS FURNISHED BY BERRIDGE ONLY AND FOR THE INSTALLATION OF THOSE MATERIALS ONLY. NEITHER BERRIDGE NOR ROOFER MAKES ANY OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE WHICH EXCEED OR DIFFER FROM THE WARRANTIES HEREIN EXPRESSED ARE DISCLAIMED BY EACH AND ALL OF SAID PARTIES AND EXCLUDED FROM THIS 20-YEAR WATERTIGHTNESS LIMITED WARRANTY. BERRIDGE DOES NOT IN ANY WAY WARRANT THE MERCHANTABILITY OF THE GOODS SOLD HEREBY. NO WARRANTIES EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.**

**IN NO EVENT SHALL ANY ONE OR MORE OF BERRIDGE AND ROOFER HAVE ANY LIABILITY FOR ANY COMMERCIAL LOSS, CLAIMS FOR LABOR, OR CONSEQUENTIAL DAMAGES OF ANY OTHER TYPE, WHETHER OWNER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, OR OTHERWISE, IT IS EXPRESSLY AGREED THAT OWNER'S REMEDIES EXPRESSED IN THIS 20-YEAR WATERTIGHTNESS LIMITED WARRANTY ARE OWNER'S EXCLUSIVE REMEDIES.**

**TERMS, CONDITIONS, LIMITATIONS**

1. Owner shall provide Berridge and Roofer with written notice within thirty (30) days of the discovery of any leak(s) in the Roof. Failure of the Owner to do so shall automatically relieve both Berridge and Roofer of any and all responsibility and/or liability under this 20-year Watertightness Limited Warranty.
2. In the event a roof repair is necessary during the first two-year period or any extension thereof, the Roofer's responsibility [which shall be in lieu of any and all Berridge liability during such period and any such extension(s)] shall be extended for a two-year period from the date of the last such repair. In any such case, Berridge will be responsible only for the balance remaining after the end of such period and any and all extension(s) of the original twenty (20)-year period from the date of completion of installation of the subject Roofing System.
3. If upon Berridge's inspection, Berridge determines that the leak(s) in the Roof are caused by defects in Berridge materials or in the workmanship of the Roofer, Roof repair obligations shall then arise in accordance herewith, but Owner's remedies and Berridge's liability shall in any event be limited to repair of the Roof, subject to the cost limitations set forth above. Otherwise, neither Berridge nor Roofer shall have any liability. The Roofer's two-year liability (which is in lieu of any and all Berridge liability for such period) shall be extended an additional two years from date of last repair, should such repairs be necessary during the first two years of the Roofer's liability or during any extension thereof.
4. Neither Berridge nor Roofer shall have any liability or responsibility under or in connection with either this 20-Year Watertightness Limited Warranty or the Roof, if any one or more of the following shall occur:
  - (a) Deterioration caused by marine (salt water) atmosphere or by regular spray of either salt or fresh water.
  - (b) Corrosion caused by heavy fallout or exposure to corrosive chemicals, ash or fumes from any chemical plant, foundry, plating works, kiln, fertilizer manufacturing, paper plant, and the like.
  - (c) Deterioration caused by any corrosive substance or any condensate of any harmful substance contained, generated or released inside the building.
  - (d) Damage caused by worker(s) on the roof.
  - (e) Any other cause beyond Berridge's control.
  - (f) Damage to the Roof caused by natural disasters, including, but not limited to, lightning, or any strong gale, hurricane, tornado, or earthquake.
  - (g) Failure by any contractor or subcontractor to follow Berridge's recommended installation instructions for the layout, design and installation of the Roof.



(h) If, after installation of the Roof by Roofer, there are any alterations, such as, but not limited to, structures, fixtures, or utilities being placed upon or attached to the roof without prior written authorization from Berridge, or

(i) If there is any failure by the Owner or lessee or other occupant or user to use reasonable care in maintaining the Roof, or

(j) If Owner fails to comply with every term and/or condition stated in this 20-Year Watertightness Limited Warranty, or

(k) If any panels or other parts are installed in a manner that does not permit drainage of water from all surfaces.

(l) Berridge shall not have any liability or responsibility with leakage caused by ridge vents.

(m) Berridge shall not have any liability or responsibility with failure of gutters and gutter accessories.

(n) Failure of roofing installation and the materials supplied by Berridge Manufacturing Co. for the flashings and metal roofing due to reaction of dissimilar metals will not be the responsibility of Berridge Manufacturing Co. and Berridge Manufacturing Co. will not be held liable for any claims due to failures caused by dissimilar metals.

5. Berridge shall not have any liability or responsibility under or in connection with either this 20-Year Watertightness Limited Warranty or the Roof in the event of a failure by any contractor or subcontractor to use approved installation details for roof curbs, roof jacks, sealants, mastics, subframing, and flashing furnished by Berridge, [or to substitute therefor only products approved in writing in advance by Berridge as equal (if provided by the contractor or subcontractor)].

6. During the term of this Warranty, Berridge, its Sales Representatives and employees, shall have free access to the roof during regular business hours.

7. Berridge shall not have any obligation under this 20-Year Watertightness Limited Warranty until (a) Shop drawings outlining the application of roofing materials are submitted to Berridge by the Roofer and accepted in writing by Berridge. Such drawings must show the exact number, size and location of all roof penetrations and rooftop equipment and (b) Photographs of the roof installation showing the items described in subparagraph (a) above as well as any items required in Berridge field inspection reports are submitted to Berridge by the Roofer.

8. This Warranty is not valid until a fully executed original has been returned to Berridge

9. Berridge shall not have any obligation under this 20-Year Watertightness Limited Warranty until all invoices for installation, supplies and services have been paid in full to each of Berridge and Roofer and each material supplier.

10. Neither Berridge nor Roofer shall be responsible for any consequential damages or loss to the building, its contents or other materials.

11. Neither Berridge nor Roofer's failure at any time to enforce any of the terms or conditions stated herein shall be construed to be a waiver of such provision or of the right to exercise any right in the future.

12. This 20-Year Watertightness Limited Warranty supersedes and is in lieu of any and all other warranties (whether express or implied) that are either in addition to or in conflict with the term(s) and condition(s) stated herein. **ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE WHICH EXCEED OR DIFFER FROM THE WARRANTIES HEREIN EXPRESSED ARE DISCLAIMED BY EACH AND ALL OF SAID PARTIES AND EXCLUDED FROM THIS 20-YEAR WATERTIGHTNESS LIMITED WARRANTY.**

13. If the subject roof is covered by products of more than one roofing products manufacturer, this 20-Year Watertightness Limited Warranty applies only to those portions of such roof which are covered solely by Berridge manufactured products.

14. Notwithstanding any other provision of this 20-Year Watertightness Limited Warranty, Berridge shall not have any liability or responsibility at any time for or as a consequence of any condensation or underside corrosion which is or was caused at any time in part or wholly by any condensation resulting from either or both of the following: (a) The use of an inadequate vapor barrier where the insulation is installed immediately beneath the roof panels. An adequate vapor barrier is defined as one which has a perm rating of .05 or less with sealed joints and perimeter. (b) Inadequate ventilation of the attic space between a roof panel and insulation, when insulation is installed directly on top of an existing roof.

15. Roofing installation must be supervised by an authorized Berridge Installer or an individual that has been factory trained in the installation of Berridge roofing products.

16. Berridge roof panels must be made of a material supplied by Berridge or approved by Berridge.

**WARRANTY RESPONSIBILITY:**

1st through 2nd Year, plus any applicable extension period(s) as described hereinabove:

— ROOFER

The thereafter remaining balance of the first 20 years from date of completion of installation of the subject Roof.

— BERRIDGE MFG. CO.

This 20-Year Watertightness Limited Warranty is tendered for the sole benefit of the original purchaser as named below and is not transferable or assignable. It becomes valid only when signed by each of Roofer, Owner and Berridge.

**EXCEPT ONLY AS EXPRESSLY PROVIDED HEREIN, BERRIDGE MAKES NO REPRESENTATION(S) OR WARRANTY(IES) OF MERCHANTABILITY AND WARRANTY(IES) OF FITNESS FOR ANY PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, WITH RESPECT TO THE GOODS AND/OR SERVICES COVERED HEREBY. NOR DOES BERRIDGE MAKE ANY WARRANTY OR ASSUME ANY OBLIGATION WITH RESPECT TO THE VALIDITY OF ANY PATENT(S), DESIGN(S), COPYRIGHT(S), OR TRADEMARK(S) WHICH MAY COVER ANY OF SUCH GOODS. THE CONDITIONS OF LIABILITY, RIGHTS, OBLIGATIONS AND REMEDIES OF THE PARTIES RELATING TO CLAIMS ARISING FROM ANY DEFECTIVE GOODS AND/OR WORKMANSHIP SHALL BE GOVERNED EXCLUSIVELY BY THE TERMS HEREOF. THIS 20-YEAR WATERTIGHTNESS LIMITED WARRANTY MAY NOT BE CHANGED ORALLY.**

This 20-Year Watertightness Limited Warranty shall be governed by and construed and enforced in accordance with the laws of the State of Texas. Berridge, Roofer and Owner specifically agree that any legal action brought relating to this Warranty will be brought and tried in the United States District Court for the Southern District of Texas, Houston Division, or, in absence of federal jurisdiction, in a District Court of Harris County, Texas, in Houston, Texas.

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Roofing Contractor/Installer: ROOF MANAGEMENT SERVICES

Company Name

signature [Signature]

typewritten name ROB WAGGON title PRESIDENT date 5-15-2015

Owner: \_\_\_\_\_  
Company Name \_\_\_\_\_

signature \_\_\_\_\_

typewritten name \_\_\_\_\_ title \_\_\_\_\_ date \_\_\_\_\_

Berridge Manufacturing Co: [Signature] date 6/9/15





Warranty No.: 101-000000

### Platinum NDL Roof Warranty

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

#### Express Warranty

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

#### Reporting Claims

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

#### Remedy

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

#### NOTICES

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

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

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

This warranty document includes all of the following:

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

This warranty is not valid until activated. To be activated, it must be signed by Owner and returned to SOPREMA within three months after the warranty start date. Until activated, the warranty is not binding against either party.

**SOPREMA, Inc.**

**Owner:**

By: \_\_\_\_\_  
Name:  
Title:  
Date:

By: \_\_\_\_\_  
Name:  
Title:  
Date:

### Terms, Conditions and Limitations

1. The components of your roof system covered by this warranty (the "Warranty") are the roof material and flashing material specifically identified by number or other description on the face of this Warranty.
2. The authorized contractor who installed the roof system is not an agent of SOPREMA. Any future work impacting the roof system must be performed by a contractor selected and hired by Owner and authorized by SOPREMA. Contact SOPREMA if you would like to receive a list of authorized contractors in your area.
3. The design and installation of the roof system and all other components must be in accordance with applicable instructions, details, specifications, approvals, codes, laws, and regulations. All services conducted by SOPREMA related to design, construction, review of project conditions and on-site inspections are limited in scope and do not expand the provisions of this Warranty. Accordingly, these services were not offered, and should not be considered, as a substitute for fulltime quality assurance, project management or professional design services.
4. Owner is responsible for ensuring that the roof system is maintained in accordance with SOPREMA's Care and Maintenance Guide (see Form 901) and for promptly notifying SOPREMA of any change in occupancy usage or any condition adversely affecting the roof system.
5. During the entire term of the Warranty, upon request, SOPREMA and any contractors it hires shall have full and free access to the roof. Access shall be provided during regular business hours, and, if requested in advance, any other times.
6. This Warranty covers a properly designed and installed roof system that develops a leak due to a manufacturing defect or contractor workmanship. The Warranty will provide Owner with a remedy when Owner follows the Warranty Claim Procedure (see Form 900) and the claim is validated by SOPREMA.
7. The roof system will not develop leaks from exposure to wind with a speed less than 74 m.p.h., as recorded by the National Weather Service data collection site located nearest to your building.
8. Following are some examples of conditions and types of damage that are not covered by the Warranty:
  - a. The effects of lightning, fire, flood, acid rain, thermal shock, explosion, hail, seismic event, hurricane, tornado, or microburst.
  - b. Improper use, order, sequencing, storage or handling of materials or systems.
  - c. The lack of positive roof slope or inadequate drainage.
  - d. Inaccessible leaks concealed below roof-supported equipment, overburden, and all other materials applied to the surface that are not part of the roof system.
  - e. Failure to apply the roofing system, or any material below the roofing system, to a suitable substrate, or subsequent substrate failure.
  - f. The failure of roof system substrates or attachment.
  - g. A deficient pre-existing condition or any sources of water entry other than the roof system.
  - h. Building or substrate settlement, deflection, movement, vibration, or displacement.
  - i. The accumulation of moisture from condensation in or below the roof system.
  - j. Exposure to extreme temperatures or humidity, for example, from equipment, exhaust, steam, hot water, freezers, or cold storage.
  - k. Plants, animals, insects, or other living organisms.
  - l. Incompatible materials or substances.
  - m. Deliberate or negligent acts such as excessive traffic, rooftop storage, vandalism, misuse, or abuse.
  - n. Falling, flying, dropped, discharged or blown materials, objects or debris.
  - o. Change in building occupancy or rooftop usage.
  - p. Unauthorized or improper repairs or modifications to the roof system.
9. The Warranty becomes a binding contract once it has been signed by both parties and all fees and expenses associated with the roofing project have been paid in full.
10. Temporary, emergency repairs to stop a leak may be made at Owner expense and will not void the Warranty, however it is Owner's responsibility to pay the cost of removing any excessive repairs. Promptly after making emergency repairs, Owner is responsible for following the Warranty Claim Procedure (see Form 900).
11. SOPREMA's failure to exercise or enforce any of its rights or powers under this Warranty is not a waiver and does not preclude SOPREMA from exercising any right or power in the future. Owner's failure to comply with any of the provisions of this Warranty applicable to it relieves SOPREMA of its obligations under this Warranty.
12. This Warranty is governed by and shall be construed and enforced in accordance with the internal laws of Ohio, without giving effect to any choice of law rules that may require the application of the laws of another jurisdiction. Any lawsuit by Owner that is related to the Warranty, or the alleged breach of the Warranty, must be filed in the Medina County, Ohio Court of Common Pleas or the U.S. District Court for the Northern District of Ohio. Owner irrevocably consents to the jurisdiction and venue of these courts.
13. In order for Owner to bring a lawsuit against SOPREMA, Owner must, as a condition precedent thereto: (a) have complied with all of the terms and conditions of the Warranty applicable to it, and (b) the lawsuit must be commenced within one (1) year after the cause of action accrues. Time is of the essence. The failure to satisfy either of these conditions precedent shall result in Owner's claims being forever barred.
14. The terms of the Warranty are severable so that any illegal, invalid or unenforceable provision, if feasible, shall be modified so that it becomes legal, valid and enforceable, or if not so feasible, stricken, in either case without affecting the validity or enforceability of the remaining provisions.
15. This Warranty document (and the documents referred to herein) sets forth the entire agreement between SOPREMA and Owner with respect to the roof system. SOPREMA disclaims, and Owner waives, any affirmation of fact or promise that may have been made by SOPREMA or any of its employees, agents, representatives, or distributors that is not expressly stated in this Warranty.
16. The damages limited by the terms of the Warranty include, but are not limited to, loss or reduction of profits, interruption of business, injury to or illness or death of people or animals, damage or loss caused by or attributable to indoor air quality (including, but not limited to, the presence or growth of mold, mildew or other similar substance in, on or about the roofing system), or damage to or destruction of property, including the building or any of its contents, even if SOPREMA has been advised of the possibility, or even the likelihood, of any of these types of damages.
17. This Warranty may be transferred to a subsequent building owner upon compliance with the following requirements: (a) a transfer request is made in writing to SOPREMA's Warranty Department, (b) at the time the request is made, you pay SOPREMA its then current transfer fee, and (c) you make any repairs to the roof system or other roof or building components that are identified by SOPREMA after an site visit as being necessary to preserve the integrity of the roof system.

**For Questions Contact:**

**SOPREMA, Inc.**  
**Warranty Department**  
**310 Quadral Drive**  
**Wadsworth, OH 44281-9571**  
**Phone: (800) 356-5521**  
**www.soprema.us**





Warranty No. : 131241

**20 YEAR NO REPAIR LIMIT WEATHERTIGHTNESS LIMITED WARRANTY**

McElroy Metal, Inc. (hereinafter referred to as "McElroy") and the undersigned contractor (hereinafter referred to as "Roofing Contractor"), warrant to the undersigned building owner ("Owner") that subject to the terms, conditions, limitations, allocations of this warranty, and the responsibilities of McElroy, Roofing Contractor and Owner, as stated herein, the Roofing System (defined below) as supplied by McElroy will be adequate to prevent intrusion of water from the exterior of the Roofing System into the building envelope (hereinafter "leaks"), when exposed to ordinary weather conditions and ordinary wear and usage, for a period of 20 years commencing with the date of substantial completion of installation of the Roofing System. The obligations of McElroy and roofing contractor hereunder shall be limited solely to the repair of the Roofing system, and any such repairs shall carry a warranty against leaks only for any then remaining balance of the original 20 year warranty period.

Notwithstanding the foregoing and any provision contained herein to the contrary, McElroy's repair obligations hereunder are limited to the repair of the roof system to prevent leaks. With respect to any Warranty Claims (as defined in Terms, conditions, and Limitations below) made during the period commencing with the substantial completion of the installation of the Roofing System and ending on that date which is two years later, plus any extension of this warranty (as set forth in the Terms, conditions, and Limitations below) which are covered hereunder, Roofing Contractor shall be solely responsible for the performance of such repairs, and Owner agrees that it will look solely to Roofing Contractor for the performance of such repairs. With respect to any Warranty Claims made thereafter which are covered hereunder, McElroy shall be solely responsible for the performance of such repairs, and Owner agrees that it will look solely to McElroy for the performance of such repairs.

As used herein, the term "Roofing System" means the McElroy furnished roof panels, flashing and related items used to fasten the roof panels and flashing to the roof structure.

This Weathertightness Limited Warranty is not transferable or assignable. It becomes valid only when signed by each of Roofing Contractor, Owner and McElroy.

The laws of the State of Louisiana shall govern the rights and duties of the parties under this agreement and jurisdiction and venue is fixed in Bossier Parish, Louisiana.

**Project Information**

Project Name and Location: \_\_\_\_\_

Building End Use: Education

Type of Roof Covering: Maxima 216, 24 Gauge, TX SLV Metallic Roof Pitch: 4:12, 6:12

Amount of Material (square feet): 15,808 Date of Substantial Completion: \_\_\_\_\_

McElroy Invoice No.: \_\_\_\_\_

**McElroy Metal, Inc.**

By: \_\_\_\_\_  
Ian McElroy, President

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



**McELROY METAL, INC.**  
**McELROY METAL LIMITED 30-YEAR**  
**FINISH WARRANTY**  
**FOR**  
**McCLAD COIL COATED PRODUCTS**  
  
**COATING WARRANTY**

**Section I**

McElroy Metal Inc., Bossier City, Louisiana, (hereinafter referred to as "McElroy") hereby issues the following warranty to the original and first building owners who are registered purchasers of its pre-painted BUILDING COMPONENTS, steel coils and flat stock (hereinafter referred to as "Product") from McElroy used for roofing, fascia, mansard, wall, siding and soffit applications. McElroy warrants to the original and first building owners that its Products, upon delivery, are free from defects in material, excluding any freight damage. The term "free from defects in Material" does not include waviness present in the flat areas of wider panels, due to inconsistency in the alloys, galvanizing OR GALVALUMING process, light gauge metals and uneven substrates over which the Product is applied, which the industry has accepted as being prevalent and normal. Such waviness shall not be cause for a claim under this or any other warranty. The term "normal atmospheric conditions" shall mean and include normal conditions that are known to be commonly prevalent in a given community that is free from and is not generally exposed to severe corrosive chemical and industrial toxins, fumes, ash, agents and other pollutants that are otherwise present in the industrial and chemical plant areas and which would otherwise affect normal atmospheric conditions.

**Section IA**

This warranty applies only to Product erected within the continental United States which have been exposed to normal weather and atmospheric conditions, and does not apply to failures or defects that are caused as a result of acts of God, war, fire, other accidents or casualty, vandalism, radiation, falling objects, external forces, explosions, riots, civil commotions, harmful fumes, cement and other foreign substances in the atmosphere, chemical fumes, and chemical sprays that are present in industrialized and toxic areas, falling sand, dust particles, improper installation on uneven or irregular substrates, damage as a result of walking over the roof, improper handling and installation of the Product or its fabrication. This warranty is strictly limited to the Product as outlined herein and shall not apply to failures, leaks, or consequential damages caused by application of the Product into building components. This Warranty is offered to the original building owner only, the registered purchaser of the Product, and is not transferable or assignable. McElroy expressly precludes others from claiming, representing or implying that this warranty extends to or is available to anyone other than the original and first building owner. It is the responsibility of the building owner to maintain such identification records for purposes of exercising the rights under this warranty throughout the duration of the warranty period. All claims must be submitted in writing to McElroy within the warranty period and promptly after discovery of the claimed defect, describing the defect claimed and referring to this warranty and date of issuance, together with the name of the contractor and proof of purchase. McElroy will then examine the panels, or cause them to be examined. If, after inspection by McElroy, it is determined that the claim is valid in accordance with the terms of the Warranty, McElroy agrees, at its option, to refinish or replace the defective panel or panels on the following basis: McElroy will assume 100% of the cost of refinishing or replacement on a non-prorated basis within the first twenty years, 90% during the twenty-first year, 80% during the twenty-second year, and 10% less than the preceding year for each additional year thereafter through the 30th year. The basis for computing cost of refinishing and restoring shall be current market prices AT THE TIME OF PURCHASE. It will be at the discretion of McElroy what appropriate measure shall be taken; that is, whether the Panels are to be refinished, replaced or otherwise restored. The building owner shall extend a license to McElroy or to any of its authorized reps/contractors to proceed with uninterrupted work for such refinishing, replacement or restoration, if required, and shall indemnify and hold McElroy harmless from any damages or claim arising out of or connected with such refinishing, replacement or restoration; provided, however, that such indemnification shall not extend to acts of negligence by McElroy, its agents or employees. The Panels refinished, replaced or otherwise restored shall be warranted to the same extent and of the unexpired term of the original warranty, and this warranty shall not be deemed to have been extended from the date of such warranty work. At no time does this warranty confer upon the building owner the right to refinish, replace or restore, without written notice and agreement by a duly authorized officer of McElroy. Any unauthorized restoration, replacement or refinishing of the product shall result in this warranty becoming null and void.

**(Continued on Back)**



## McElroy Metal Galvalume Limited Warranty

McElroy Metal warrants to the buyer that McElroy Metal's hot dipped aluminum-zinc alloy coated GALVALUME (TM) sheet steel sold for use as painted or unpainted steel building roofing and siding panels, if erected within the United States, will not rupture, fail structurally, or perforate within a period of 25 years after shipment from McElroy Metal due to exposure to normal environmental conditions.

This warranty DOES NOT APPLY to sheets exposed at any time to corrosive or aggressive environmental conditions, including but not limited to:

1. Areas subject to salt water marine atmospheres or constant spraying of either salt or fresh water.
  - a. Coastline with breaking surf 1,500 feet
  - b. Coastline with large bay 800 feet
  - c. Coastline with marsh 400 feet
2. Areas subject to fallout or exposure to corrosive chemicals, fumes, ash, cement dust, animal waste, or its decomposition by-products, carbon black, or fallout from copper, lead, nickel or silver mining or refining operations.
3. Areas subject to water run-off from lead or copper flashings or areas where the Galvalume sheet is in contact with lead or copper.
4. Conditions / circumstances where corrosive fumes or condensates are generated or released inside the building.

This warranty DOES NOT APPLY in the event of:

- A. Bends less than 2T inside bend diameter for sheet thickness 0.030" and thinner, and less than 4T for sheet thickness 0.031" and thicker.
- B. Slopes of the roof or sections of the roof flatter than 1/4:12.
- C. Mechanical, chemical or other damage sustained during shipment, storage, forming, fabrication, or erection.
- D. Forming which incorporates severe reverse bending or which subjects the metallic coating to alternate compression and tension.
- E. Failure to provide free drainage of water, including internal condensation, from overlaps and all other surfaces of sheets or panels.
- F. Failure to remove debris such as dirt, leaves, and rubbish from overlaps and all other surfaces of the sheets or panels.
- G. Damage caused to the metallic coating by improper forming, scouring or cleaning procedures.
- H. Deterioration of the panels caused by contact with green, wet or pressure treated lumber or wet storage stain caused by water or condensation.
- I. Presence of damp insulation, soil, vegetation, or other corrosive materials in contact with or in close proximity to the panel.
- J. Deterioration to the panels caused directly or indirectly by panel contact with fasteners. Selection of suitable long-lasting fasteners to be used with Galvalume roofing or siding panels rest solely with the Buyer. Fasteners are to be insulated from panel surface (elastomeric grommets) to prevent dissimilar metal contact.
- K. Failure caused by acts of God, falling objects, external forces, explosions, fires, riots, civil commotions, acts of war or radiation.
- L. Failure due to use in manner not intended or improper storage or handling.
- M. Failure due to edge corrosion or misapplication of McElroy's material.



**McELROY METAL, INC.**  
**KYNAR 500®**  
**COATING SYSTEM LIMITED WARRANTY**  
**APPLICABLE PRODUCTS: ALL MCELROY KYNAR 500® COATED PRODUCTS**

McElroy Metal, Inc. ("McElroy") warrants to the purchaser of McElroy panels using Galvalume, galvanized G90 or aluminum substrates with standard Kynar 500® or Hylar 5000® coating systems that when used in exterior applications the coating system will meet the following standards. For warranty terms on special and/or non standard colors, please contact a McElroy representative.

1. For a period of 40 years from the date of shipment, the coating system will not crack, check or peel (lose adhesion).
2. For a period of 30 years from the date of shipment, the coating system will not chalk in excess of numerical rating nine (9) for sidewall applications and numerical rating eight (8) for roof applications when measured in accordance with ASTM D-4214 method A procedures.
3. For a period of 30 years from the date of shipment, the coating system will not change color (fade) more than four (4) ΔE Hunter units for sidewall applications and five (5) ΔE Hunter units for roof applications when tested in accordance with ASTM D-2244 method A procedures. Color change shall be measured on an exposed painted surface that has been cleaned of surface soils and chalk, and the corresponding values measured on the original or unexposed surface. It is understood that fading or color changes may not be uniform, if the surfaces are not equally exposed to the sun and elements.

Orange, Casco Orange, Safety Orange and Brite Red are warranted under the same testing methods and limitations as indicated on this warranty, but have special numerical ratings as indicated below:

1. For a period of 20 years from the date of shipment, the coating system will not crack, check or peel (lose adhesion).
2. For a period of 10 years from the date of shipment, the coating system will not chalk in excess of numerical rating eight (8) for sidewall and roof applications.
3. For a period of 10 years from the date of shipment, the coating system will not change color (fade) more than five (5) ΔE Hunter units for sidewall and roof applications.

McElroy Metal also warrants that for a period of fifteen (15) years, panels coated with Kynar 500® or Hylar 5000®, when installed in vertical or non-vertical applications (min 3:12 slope) will not exhibit accumulation of red rust greater than  $\frac{3}{16}$ " at any one interior point of the panel. This provision shall not apply to any accumulation of red rust which occurs within  $\frac{3}{16}$ " of breaks of discontinuities in the surface, such as panel edges (factory or field cut) or metal penetrations (such as fasteners) at any time after application of pre-treatment and paint systems.

Subject to the conditions, limitations and exclusions set forth below. If any panels fail to comply with the warranty specifications set forth above, McElroy agrees to repair, repaint or replace such panels, at its sole cost and expense. McElroy shall have the sole option of repairing, repainting or replacing the panels and may contract for such work. Any repaired, repainted or replaced panel shall be covered by this limited warranty, but only for the remainder of the period applicable to the panel originally purchased. McElroy's liability under this warranty shall be limited to the cost of labor and materials reasonably necessary to repair, repaint or replace the panels that do not meet the above specifications. All claims filed under this warranty must be presented in writing by the purchaser to McElroy during the warranty period and not more than 30 days after discovery by the purchaser of the problem for which the claim is made. All claims must reference McElroy's invoice number and be either hand delivered or sent by registered or certified mail to McElroy Metal at 1500 Hamilton Road, Bossier City, Louisiana 71111.

**THIS WARRANTY SHALL BE SUBJECT TO THE FOLLOWING CONDITIONS, LIMITATIONS AND EXCLUSIONS:**

- A. This warranty covers only panels erected in the continental United States, Alaska and Canada, which are exposed to normal weather and atmospheric conditions.
- B. This warranty is for the benefit of the original purchaser only and is not transferable or assignable.
- C. In determining whether the panel meets the specifications set forth above, color change shall be measured on an exposed painted surface that has been cleaned of surface soils and chalk per ASTM D 2244 method A procedures. McElroy does not warrant that color changes will be uniform.
- D. This warranty is null and void for any material that is subjected to salt spray or installed on property 1,500 feet or fewer from a salt water environment.
- E. This warranty does not apply to defects or failures which arise out of any of the following:  
(1) the formation of rust on the panel edges;





**HYLOAD SYSTEMS®**



**WARRANTY**

**WWW.HYLOAD.COM**

## 20 YEAR WARRANTY

### **HIGH PERFORMANCE ROOFING SYSTEMS**

#### **20 YEAR COMMERCIAL WARRANTY MATERIALS AND WORKMANSHIP**

HYLOAD, INC., 9976 Rittman Road, Wadsworth, OH 44281 (the "Company") warrants to the owner named below ("Owner") that for a period of 20 years, subject to the Terms, Conditions, and Limitations set forth below, the Hyload Roofing System (the "System") supplied to Owner for use on the commercial building project described below, will not leak and cause water infiltration into said building as a result of any defect in the design or manufacture of the System, or as a result of defective workmanship in the application of the System.

#### **TERMS, CONDITIONS & LIMITATIONS**

1. This warranty shall not become effective nor will the Company have any obligation under this warranty until all bills for materials and services related to this installation are paid in full.
2. This warranty shall become null and void if the following work is performed without the prior written approval of the Company: (a) any alterations or repairs to the roof, except emergency leak repairs made in a manner compatible with the System (written notice of the emergency repair must be provided to the Company within ten days); (b) subsequent work at or through the System; or (c) changes in building usage resulting in damage to the System.
3. Throughout the term of this warranty, the Company or its representative shall be given free access to the roof of the commercial building described herein during regular business hours.
4. IF AFTER INSPECTION BY THE COMPANY, LEAKS IN THE SYSTEM WHICH CAUSE WATER INFILTRATION INTO THE BUILDING ARE FOUND TO BE THE RESULT OF DEFECTS IN THE DESIGN OR MANUFACTURE OF THE SYSTEM, OR DEFECTIVE WORKMANSHIP IN THE APPLICATION OF THE SYSTEM, THE COMPANY WILL, VIA SUCH METHODS AS IT DETERMINES FIT, EFFECT THE REPAIR OF SUCH LEAKS AT ITS EXPENSE. HOWEVER, IN NO EVENT SHALL THE COMPANY'S OBLIGATION OVER THE LIFETIME OF THE WARRANTY EXCEED THE RETAIL PRICE OF THE HYLOAD ROOFING SYSTEM USED IN THE ORIGINAL INSTALLATION ON THE ROOF.
5. Owner shall provide immediate notification by telephone to Hyload upon the discovery of any leak in the roof and written confirmation of such leak within 15 days thereafter. Failure to comply with this notice requirement shall constitute a material breach of the warranty.
6. In the event repairs are required which are not covered by this warranty, the Company will advise Owner of such repairs to be made at Owner's expense. If the required repairs are promptly made by Owner, this warranty shall remain in effect for the unexpired portion of its original term. If owner does not make required repairs promptly (within 30 days), this warranty shall automatically terminate without further notice by the Company.
7. THIS WARRANTY SHALL NOT BE APPLICABLE TO NOR SHALL THE COMPANY BE RESPONSIBLE FOR LEAKS OR DAMAGE CAUSED IN WHOLE OR IN PART BY: ACTS OF GOD, INCLUDING BUT NOT LIMITED TO, LIGHTNING, HURRICANES, GALES, TORNADOES, OR EARTHQUAKES; VANDALISM, CIVIL DISOBEDIENCE OR ACTS OF WAR; SETTLING, WARPING, MOVEMENT, DEFECTIVE CONDITION, CORROSION, OR OTHER FAILURE OF THE STRUCTURE OR SUBSTRATE TO WHICH THE SYSTEM IS ATTACHED; ANY CHEMICAL CONTAMINANTS POTENTIALLY INJURIOUS TO THE SYSTEM THAT HAVE NOT BEEN SPECIFICALLY APPROVED BY THE COMPANY VIA THE WARRANTY REQUEST FORM; FAILURE BY OWNER OR ANY LESSEE TO USE REASONABLE CARE IN MAINTAINING THE SYSTEM; TRAFFIC OR STORAGE OF MATERIALS ON THE ROOF; INFILTRATION OR CONDENSATION OF MOISTURE IN, THROUGH, AROUND, OR ABOVE THE WALLS OF THE BUILDING; ACTS OF NEGLIGENCE OR MISUSE BY OWNER OR ANY OTHER PARTY; DEFECTIVE INSTALLATION OR FAILURE OF ANY MATERIAL OR COMPONENT NOT FURNISHED BY THE COMPANY; DESIGN CHARACTERISTICS OF THE ROOF, INCLUDING THE INABILITY OF THE ROOF TO WITHSTAND LOADS IMPOSED ON THE ROOF FROM ANY SOURCE; AND DISTORTION, EXPANSION OR CONTRACTION OF ANY WORK OR FLASHING OTHER THAN THAT INCLUDED AS PART OF THE ROOF SYSTEM.





**HYLOAD SYSTEMS®**



**WARRANTY**

**WWW.HYLOAD.COM**

8. TERM OF WARRANTY. This warranty is valid for 20 years from the date of installation completion as indicated here on.

9. This warranty is not assignable; it applies only to the original building owner named below.

10. IT IS UNDERSTOOD AND AGREED THAT THE REMEDY SET FORTH HEREIN IS OWNERS' SOLE AND EXCLUSIVE REMEDY SO THAT THE COMPANY'S REPAIR OF LEAKS CONSTITUTES FULFILLMENT OF ALL ITS OBLIGATIONS. IN NO EVENT SHALL THE COMPANY BE LIABLE (WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) FOR ANY INDIRECT,

CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGE TO UNDERLYING COMPONENTS, DAMAGE TO THE BUILDING OR ITS CONTENTS, LOST PROFITS OR OTHER ECONOMIC LOSSES.

**DISCLAIMERS**

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**ROOF INSTALLATION COMPLETED ON:**

DAY: \_\_\_\_\_ MONTH: \_\_\_\_\_ YEAR: \_\_\_\_\_

NUMBER OF SQUARE FEET: \_\_\_\_\_

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

AREA NAME/DESIGNATION: \_\_\_\_\_

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

BUILDING OWNER'S NAME: \_\_\_\_\_

BUILDING OWNER'S ADDRESS: \_\_\_\_\_

ROOFING CONTRACTOR'S NAME: \_\_\_\_\_

ROOFING CONTRACTOR'S ADDRESS: \_\_\_\_\_

PRODUCT USED: \_\_\_\_\_

**SPECIMEN**

Owner agrees to accept this warranty as part of its purchase of the Hyload Roofing System. This warranty shall be governed by the laws of the State of Ohio, excluding principles of conflicts of law. The parties agree that all actions arising under this warranty shall be brought in the Court of Common Pleas for Medina County, Ohio.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ PRESIDENT: \_\_\_\_\_

DATE: \_\_\_\_\_

**CORPORATE HEADQUARTERS**

5020 Panther Parkway  
Seville, Ohio 44273

Phone: (800) 457-4056  
Fax: (330) 769-4153





August 7, 2015



Partners in Construction. Bonded by Trust.

**Re: Roof Management Services, Inc. – Garland, TX**

To Whom It May Concern:

Roof Management Services, Inc. is a valued client of PCL Contract Bonding Agency. We enjoy working with the competent and well qualified team of professionals and would be pleased to entertain a request for bonding with single projects in the low to med seven figure range and an aggregate work program in the med to high seven figure range.

Roof Management Services, Inc. is bonded by U.S. Specialty Insurance Company; a Texas based Treasury-listed corporate surety with an A.M. Best Rating of A+ (Superior).

Any request for bonding must be made by our client, and be accompanied by underwriting information as required by the Surety. Each request will be evaluated by the Surety based upon conditions and information available at the time of the request, including but not limited to a contract and bond forms acceptable to our client and their Surety, as well as satisfactory evidence of financing for private projects. Any arrangement for bonding is a matter between our client and their Surety, and PCL assumes no liability to you or third parties if for any reason we do not execute bonds.

Roof Management Services, Inc. has handled its surety relationship in a professional manner, and we are pleased to recommend them to you.

Sincerely,  
PCL Contract Bonding Agency

A handwritten signature in black ink that reads 'Jennifer Picchi'. The signature is fluid and cursive, with the first name 'Jennifer' being more prominent than the last name 'Picchi'.

Jennifer Picchi  
Bond Department Manager

Roof Management Services, Inc. is a full service roofing contractor that offers a variety of quality roofing solutions throughout the entire state of Texas. With nearly 20 years experience in the commercial roofing industry, we've earned an excellent reputation in the state of Texas by providing maximum value on every roofing project. We are dedicated to serving our customers with a comprehensive array of roofing solutions.

### WE SPECIALIZE IN:

- Roof Replacement
- Roof Maintenance
- Roof Repairs
- New Construction
- Leak Detection
- Waterproofing
- Roof Accessories
- Roof Drains
- Built-up/Modified Single-Ply
- Standing Seam Metal
- Elastomeric Coatings
- Tapered Insulation Design
- Sky Lights
- In-house Sheet Metal

### Our Service Area:

We serve the *entire* State of Texas

Arlington	Fort Worth
Austin	Houston
Corpus Christi	Plano
Dallas	San Antonio
El Paso	Wylie
Sulphur Springs	All Other Cities

### Roof Management Services, Inc.

11312 Indian Trail  
Dallas, TX 75229

**972-278-7277**

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

# Roof Management Services, Inc.



**ROOF MANAGEMENT SERVICES, INC.**

**Commerical**

**Industrial**

**Municipal**

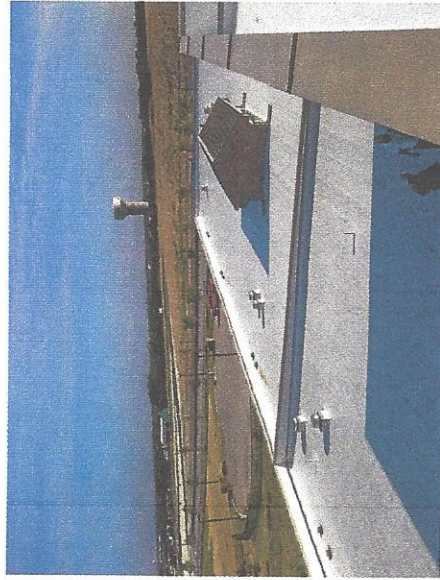
**Institutional**

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



## Markets Served:

- Office Buildings
- Educational Facilities
- Warehouse
- Industrial Plants
- Retail Stores
- Shopping Centers
- Storage Buildings
- Restaurants
- Maintenance Facilities
- Medical Facilities
- Hospitals
- Factories

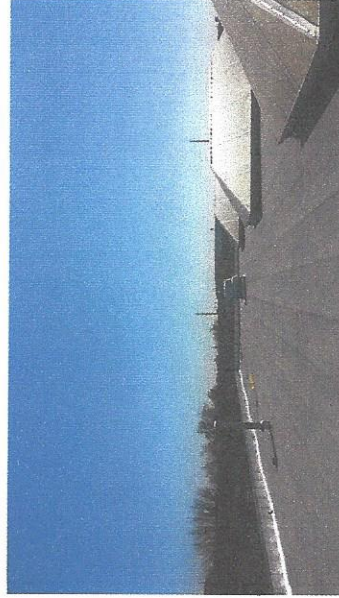
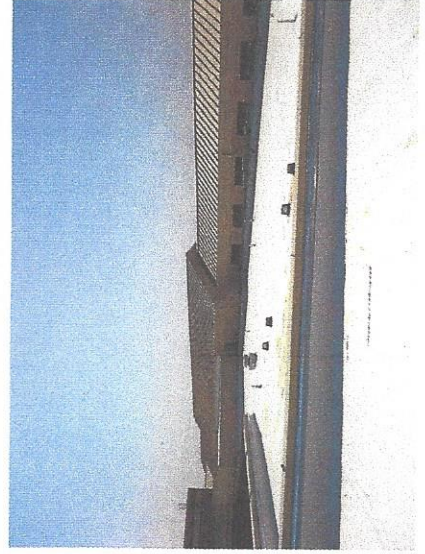


We are fully insured, including workers compensation, general liability, and automobile coverage. We are fully bondable and proud members of the National Roofing Contractors Association.



## Roofing Systems Offered:

- Johns Manville
- Soprema
- TAMKO
- McElroy Metals
- Hyload
- Bi-Tec
- Berridge Manufacturing



**5, 10, 15, & 20 Year No Dollar Limit Warranties**



# ROOF MANAGEMENT SERVICES, INC.

## ROOFING AND SHEET METAL ROOF GUARANTEE

**Whereas** Roof Management Services, Inc of 11312 Indian Trail Dr., Dallas, Texas 75229 herein called "*Contractor*" has completed application of the following roof or roof repairs:

Owner:  
Address of Owner:  
Type and Name of Building:  
Location:  
Area of Roof:  
Substantial date of Completion:  
Date Guarantee Expires:

SAMPLE

**Whereas**, at the inception of such work, Contractor agreed to guarantee the aforesaid coal tar elastomeric roof and sheet metal for a limited period and subject to the conditions herein set forth:

**Now, Therefore**, Contractor hereby **Guarantees**, subject to the conditions herein set forth, that during a period of **Two (2) Year** from the date of substantial completion of said coal tar elastomeric roof and sheet metal, it will, at its own cost and expense, make or cause to be made such repairs to said roof resulting solely from faults or defects in materials or workmanship applied by or through Contractor as may be necessary to maintain said roof in watertight condition.

This guarantee is made subject to the following conditions:

1. Specifically excluded from this guarantee is any and all damage to said coal tar elastomeric roof, the building or contents caused by the acts or omissions of other trades or contractors; lightning, windstorm, hailstorm, flood, earthquake or other unusual phenomena of the elements; foundation settlement; failure or cracking of the roof deck; defects or failure of material used as a roof base over which the roof is applied; faulty construction of parapet walls, copings, chimneys, skylights, vents, supports, or other parts of the building; vapor condensation beneath the roof; penetrations for pitch boxes; water leakage due to erosion and porosity of mortar and brick; dry rot; stoppage of roof drains and gutters; penetration of the roofing from beneath rising nails; inadequate drainage, slope or conditions beyond the control of Contractor which cause ponding or standing water; termites or other insects; rodents or other animals; or fire. If the roof is damaged by reason of any of the foregoing, this guarantee shall become null and void for the balance of the guarantee period unless such damage is repaired by Contractor at the expense of the party requesting such repairs.

2. Contractor is not liable for consequential damages to the building or contents resulting from any defects in said roof, including, but without limitation, any interruption of business experienced by Owner or occupants of the building.

3. This guarantee shall become null and void unless the Contractor is promptly notified in writing of any alleged defect in materials or workmanship and provided an opportunity to inspect and, if required by the terms of this Guarantee, to repair the roof.

4. No work shall be done on said roof, including, but without limitation, work in connection with flues, vents, drains, sign braces, railings, platforms or other equipment fastened to or set on the roof, and no repairs or alterations shall be made to said roof, unless Contractor shall be first notified in writing, shall be given the opportunity to make the necessary roofing application recommendations with respect thereto, and such recommendations are complied with. Failure to observe this condition shall render this guarantee null and void. Contractor shall be paid for time and materials expended in making recommendations or repairs occasioned by the work of others on said roof.

5. This guarantee shall become null and void if the roof is used as a promenade or work deck or is sprayed or flooded, unless such use was originally specified and the specification is noted in paragraph 9, below.

6. This guarantee shall not be or become effective unless and until Contractor has been paid in full for said roof in accordance with the agreement pursuant to which such roof was applied.

7. This guarantee shall accrue only to the benefit of the original Owner named above. It is not transferable to any other person, except with prior consent of Contractor.

8. This guarantee is in lieu of all other guarantees or warranties express or implied. All implied guarantees and warranties and specifically the implied warranties of merchantability and fitness for a particular purpose, are expressly excluded and disclaimed.

9. Additional conditions or exclusions: **Leaks** reported which are associated to HVAC units, A/C units and condensate pans, windows, block and brick walls, and/or any items not related to the new roof system, are subject to Contractor's service fees.

**In Witness Whereof**, this instrument has been duly executed this \_\_\_ day of \_\_\_\_, 201\_.

ROOF MANAGEMENT SERVICES, INC.

Rob Wagon - President



## ROOF MANAGEMENT SERVICES, INC.

### Qualification Statement

#### **I. Introduction:**

- a. Roof Management Services, Inc. is a commercial roofing company that has been in business for twenty years. We are a mid size company; our reputation is based on quality rather than quantity.
- b. We are applicators of various roofing systems and specialties. Our company specializes in built-up, modified bitumen and metal roof systems.
- c. Our company is an approved applicator with several built-up manufactures and is able to provide a twenty year warranty for different types of built-up roof systems and metal roof systems.
- d. Roof Management Services strives for excellence, quality and customer satisfaction. Our scope of business covers institutional and commercial buildings, educational facilities, light and heavy industrial roofing.

#### **II. Technical and Management Competence**

- a. Our company is knowledgeable of manufactures' specifications, details, manuals and requirements.
- b. We are able to design and improve roof systems, drainage systems, flashing details, and sheet metal details. We are very knowledgeable of all roof systems, components, procedures, insulation types and bitumen types.
- c. We are familiar with all built-up roofing procedures such as; weather conditions, asphalt temperatures, Factory Mutual requirements, UL ratings, structure requirements, and deck types.
- d. Personnel on each project of size, consist of a project manager, superintendent and a foreman.
- e. Roof Management Services utilizes proven suppliers to assure delivery schedules are met and proper materials are shipped.



- f. Coordination with the owner and project manager and superintendent are on a regular basis. Our team members consult with the assigned owner's representative, such as the principal or roof inspector, to assist as needed.

### **III. Technology and Methodology:**

- a. One of the preliminary steps before starting a project is an onsite survey. We conduct surveys to gather measurements, core samples, and site conditions. Roof Management has an array of equipment and technical programs to help gather accurate information when conducting onsite surveys and estimates.
- b. Product data and shop drawings are prepared including design reviews, and are submitted for approval. Pre-job conferences are held and coordination follows.
- c. Materials are scheduled and purchased to ensure timely delivery.
- d. Mobilization begins with locating and executing material, equipment and safety measures. Roof Management has adequate and up-to-date equipment to perform small, medium and large roofing projects on educational institutes. A maintenance program for our equipment is performed on a regular basis.
- e. The removal of the existing roof is conducted (does not apply in new construction); the existing roof is disposed of properly. The deck is inspected and prepared to provide a proper substrate and for the application of the insulation and roof system. Deck repairs are made when necessary and repairs are documented in detail.
- f. Insulation installation can vary depending on the different types of roof decks and membranes. The most common method for nailable and steel decks is mechanical attachment. Factory Mutual Research Corporation's fastening patterns and fastening designs are most often used. Insulation on non nailable decks is adhered in bitumen or adhesive and can be loose laid.
- g. Over the insulation, membranes are applied continuously in a shingle fashion. Membranes are installed so that the flow of water is not against the laps. Membranes are applied per manufactures specifications. Membranes can be applied by several different applications such as hot bitumen, cold adhesives or torch applied. During the roof instillation process, quality control on all areas of the roof, especially the membrane application process, is enforced on a day to day basis.

- h. Flashings at all transitions and intersections such as vertical wall surfaces, metal edges, curbs and penetrations are adhered and terminated properly with bitumen and other types of sealants and adhesives, per manufactures specifications, as well as proper height requirements.
- i. Sheet metal coincides with all membrane flashings and is installed properly for a watertight system. All copings, metal edges, counter-flashings, expansion joints, gutters and downspouts are installed per SMACNA standards.
- j. Surfacing is one of the last steps in completing the roof system. There are several types of roof surfacing. Aggregate surfacing is a common method in which aggregate is embedded into a flood coat of asphalt. Granulated, metal foil surfacing and coatings are other types of surfacing. Surfacing helps protect the roof system from ultraviolet rays, hail damage, wind scouring and pedestrian traffic.
- k. Final Clean up is conducted along with demobilization. All roof areas and site conditions are left clean and free of any debris. All roof areas are walked several times enforcing a high quality roof performance in which the roof system is left water tight and free of any potential problems.
- l. Warranties and close out documents are finalized and executed. An annual maintenance program is recommended for the new roof system and an option to purchase the maintenance program is provided to the owner upon completion.

#### **IV. Performance Capability and Financial Resource:**

- a. Having the right materials and equipment when needed means project efficiency, especially on large educational institutes.
- b. Roof Management Services provides "in-house" Quality Control. Some of our QC procedures are as follows;
  - i. Check deliveries for specified materials and materials are properly stored.
  - ii. Inspect decking, make repairs, document deck deficiencies and repairs made. Check for proper drainage in the substrate.
  - iii. Assure that insulation is properly attached to specifications and Factory Mutual requirements are met.
  - iv. Monitor bitumen heating and application temperatures.



- v. Inspect roof membranes for deficiencies and repair regularly, if needed.
- vi. Review the "end of the day" list to assure each day that the roof is left in a watertight condition.
- vii. Check all flashings for proper installation and flashing height.
- viii. Develop and implement a protection plan for traffic flow during the construction period.
- c. Roof Management Services installed over three hundred fifty thousand square feet of roofing on a past project with no time loss due to equipment or material shipping delays.
- d. Despite the very trying weather conditions our personnel performed in an exemplary manner and completed three hundred fifty thousand square feet of roof to the total satisfaction of the owner.

**V. Project Difficulties:**

- a. Special problems can arise on a project in which we strive to solve the difficulties in a well-timed manner.
- b. Roof Management Services uses top management, project managers and supervisors in order to solve problems quickly on the project. If a project requires extra work force and skills, we will seek out and engage the necessary forces to solve any difficulties on the project.
- c. Circumstances and solutions are discussed and reviewed with the consultant and owner's representative in order to provide a mutual and successful solution to any unexpected situation.

**VI. Bonding Capability:**

- a. Roof Management bonding capacity is over two million dollars per project.
- b. In the past our company has bonded up to two million dollars in aggregate projects.
- c. Our company insurance coverage meets most insurance requirements for educational institutes. Independent Insurance Group is the underwriter of our general liability and workers compensation policies.

**VII. Roof Management Services Quality Assurance:**

- a. Roof Management Services is committed to performance, versatility and flexibility.
- b. Versatility, flexibility and performance are words we live by every day in our business.
- c. Throughout our growth in work capacity, we have kept up with new technologies.
- d. The ground-breaking spirit we had in the beginning is still with us today.
- e. Our goal is excellence and quality service.