VENDOR CONTRACT

Between

Centurion Industries Inc. A-Lert Roof Systems Division

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

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

- 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.
- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS program.
- 3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contracts

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

Shipments

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

Invoices

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

Payments

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

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

- 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;
- o 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.
- <u>Promotion of Contract</u>: 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.
- <u>Daily Order Confirmation</u>: 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.
- <u>Vendor custom website for TIPS</u>: If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1st of each month.
- <u>Back Ordered Products</u>: 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.

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

Exceptions:		
	,	

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator Email Phone Fax Bid Number Title Bid Type Issue Date Close Date Need by Date	Mr. David Mabe National Coordinator david.mabe@tips-usa.com +1 (903) 243-4759 +1 (866) 749-6674 2092415 Roofing RFP 07/01/2015 8/14/2015 3:00:00 PM CT	Address Contact Department Building Floor/Room Telephone Fax Email		Address Contact Department Building Floor/Room Telephone Fax Email
Supplier Inforn	nation			
Company Address Contact Department Building Floor/Room Telephone Fax Email Submitted Total Signature Sha	A-Lert Roof Systems 810 North Main P.O. Box 79 Erie, KS 66733 1 (620) 244-3201 1 (620) 244-3294 7/21/2015 9:39:57 AM CT \$0.00		Email spaul	ie@centurionind.com
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?	Garrett
5	Company Residence (State)	Vendor's principal place of business is in the state of?	Indiana
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.	No
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?	60
15	Years Experience	Company years experience in this category?	40
16	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
17	States Served:	If answer is NO to question #16, please list which states can be served. (Example: AR, OK, 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.)	Manufacture and install standing seam metal roofs

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	Chad Petro
21	Primary Contact Title	Primary Contact Title	VP Sales & Marketing
22	Primary Contact Email	Primary Contact Email	cpetro@centurionind.com
23	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8306267755
24	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	8306431912
25	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	2104130665
26	Secondary Contact Name	Secondary Contact Name	Shawna Paulie
27	Secondary Contact Title	Secondary Contact Title	Office Manager
28	Secondary Contact Email	Secondary Contact Email	spaulie@centurionind.com
29	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	6202443201
30	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	6202443294
31	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	
32	2% Contact Name	2% Contact Name	Shawna Paulie
33	2% Contact Email	2% Contact Email	spaulie@centurionind.com
34	2% Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	6202443201
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	Chad Petro
37	Purchase Order Contact Email	Purchase Order Contact Email	cpetro@centurionind.com
38	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8306267755
39	Company Website	Company Website (Format - www.company.com)	www.alertroofsystems.com
40	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	35-1463465
41	Primary Address	Primary Address	2065 FM 1102
42	Primary Address City	Primary Address City	New Braunfels
43	Primary Address State	Primary Address State (2 Digit Abbreviation)	TX
44	Primary Address Zip	Primary Address Zip	78132
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.)	A-Lert, SSMR, Roof Manufacturer, Roof Installer, Standing Seam Metal Roofs, Retrofit Metal Roofs, Roofing, Roof Replacement, Metal Roof

46 Yes - No

Do you wish to be eligible to participate in a TIPS contract Yes 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.)

47 Prices are guaranteed for?

(__Month(s), ___ Year(s), or Term of Contract) (Standard $\,$ 1 month term is "Term of Contract")

Line Items		
	Response Total:	\$0.00

Resellers - Dealers

Reseller/Dealer Name	Address	City	State
		,	



ZIP Contact Name Contact Email Contact Phone

Contact Fax Company Website	Contact Fax	Company Website
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Please complete the forms below

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 you 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?

5	
Check your response?	
YES NO	
(Brema Fister)	07/18/2015
Signature of Authorized Company Official	Date
Brenda Foster	
Printed Name of Authorized Company Official	
Centurian Industries Inc., A-Lert Roof Systems Division	
Company Name	
Attach to this page a current W-9 form	

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 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:
- 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 Initial of Authorized Company Official

SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$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 1 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.

Continuing Industries Inc. A Last Doof Centers Division

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.

Calculate Interest in American Systems Division	
Name of Organization	
2065 FM 1102, New Braunfels, Texas 78132	
Address of Organization	
Brenda Foster/Contracts Administrator	
Name / Title of Submitting Official	
Brenda Foster	
Signature of Submitting Official	
07/18/2015	
Signature Date	

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 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 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 of federal agency.

Does vendor agree? YES 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 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 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 Initial of Authorized Company Official

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 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 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 Initial of Authorized Company Official

SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$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 d	ebarred from participation in Federal funds contracts?	
NO X Initial of A	authorized Company Official	
YES Initial of Authorized Company Official		
Company Official:	Brenda Foster	
Company:	Centurion Industries Inc., A-Lert Roof Systems Division	

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:	Centurian Industries Inc., A-Lert Roof Systems Division
Mailing Address:	2065 FM 1102
City:	New Braunfels
State:	Texas
Zip:	78132
Telephone Number:	830-626-7755 or 800-344-0609
Fax Number:	830-643-1912
Email Address:	apetra@aenturianind.com
Authorized Signature:	Brenda Foster
Printed Name:	Brenda Foster
Position:	Contracts Administrator
honor the participation	tal TERM of one year with the option of two additional years. Vendors shall fee for any sales made based on the TIPS contract. Failure to pay the fee will

be grounds for termination of contract and will affect the award of future contracts.

Blende Mc Nact **TIPS Authorized Signature**

Approved by Region VIII ESC

CENTURION INDUSTRIES, Inc. 1 WORK EXPERIENCE

2014	2014	2014	2015	2015	2015	2015	YEAR
Standing Seam Metal Roof	Reroof Equipment Building Standing Seam Metal Roof	Standing Seam Metal Roof over high school, middle school, & elementary school	Manufacture ACM wall panels and soffit return panels, material, fabrication and install including strapping over EFIS.	Manufacture ACM wall panels for 3 canopies, 2 entrance walls, and 5 column wraps, material fabrication and installation.	Standing Seam Metal Roof	Standing Seam Metal Roof	PROJECT
State of Indiana/Public Works Div. 402 N. Washington St. Room W467, IGCS Indianapolis, IN 46204-2746	Guadalupe Valley Telephone Coop 36101 FM 3159 New Braunfels, X 78132	Unified School District #484 P.O. Box 539 Fredonia, KS 66736	Ricop Construction 2010 Fairwood Ave. Columbus, OH 43207	Fetters Construction, Inc. 5417 CR 427 Auburn, IN 46706	Alice ISD 212 S. Stadium Alice, TX 78332	Coffee County Schools 1343 McArthur St. Manchester, TN	CUSTOMER
Mark Mitchell 317-232-3029	John Ellis 830-885-8203	Jim Porter, Supt. 620-378-4172	Mathew McBride 614-444-1070	Nick Awire 260-927-8516	Robert Tapia, Maintenance Supv. 361-664-5172	Joey Vaughn, Principal 913-723-5150	CONTACT
\$1,042,192	\$37,594	\$1,137,135	\$180,582	\$106,026	\$70,921	\$2,496,507	AMOUNT
Indiana State Prison/Industrial Building Roof replacement 1 Park Row Michigan city, IN 46361	Cascade Cavern Equip. Building 39 Cascade Cavern Road Boerne, TX 78105	USD # 484 High School, 916 Robinson; USD # 484 Middle School, 238 N. 8 th St.; Lincoln Elementary School, 713 N. 9 th Fredonia, KS 66736	Allan Nott Toyota 3500 Elida Road Lima, OH 45807	DeKalb Health North Campus Phase II 1316 E. 7 th St. Auburn, IN 46706	Alice ISD Maintenance Bldg. 212 Stadium Alice, TX 78332	Coffee County High School 100 Red Raider Drive Manchester, TN 37355	LOCATION

¹ Centurion Industries, Inc. is known by several names. Those names include: A-Lert Construction Services, M & M Electric, A-Lert Roof Systems, TFC Canopy, and A-Lert Building Systems.

		2014			2014				2014					2014			2014			2014			2014			2014			2014			2014	YEAR
4,000 sf	ouildings approx.	Manufacture and install 2	approx. 9000 sf	climate controlled building	Manufacture and install 1	new office complex.	to wrap entire exterior of	exterior wall panels and trim	Manufacture 24,500 sf	fabricate entry tower.	remodel. Design and	building and canopy	of exterior wall panels for	Manufacture approx 5,500 sf			Upgrade soy meal loading		Roof	Replace Rail Track Area		Aspirators	Replace Dehulling		Extractor	Replace section of Soy			Standing Seam Metal Roof		Standing Seam Metal Roof	Reroof Fire Station	PROJECT
Fredonia, KS 66736	526 N. 6 th	John Eggers	El Campo, TX 77437	905 W. Loop	Carl Milentz		Fort Wayne, IN 46806	3636 Adams Center Road	Witwer Construction Inc.			Bismarck, ND 58504	1131 Airport Road	Professional Contractors Inc.	Omaha, NE 68103	12700 Dodge Road	Ag Processing	Arkansas City, KS	1200 South Mill Road	ADM Milling Co.	Omaha, NE 68103	12700 Dodge Road	Ag Processing	Omaha, NE 68103	12700 Dodge Road	Ag Processing	Houston, TX 77057	1205 Dart Street	City of Houston	Pilot Point, TX 76258	P.O. Box 457	City of Pilot Point	CUSTOMER
	620-378-2151	John Eggers		979-543-5800	Carl Milentz			260-420-4113	Kevin Runkle				701-223-7072	David Reis		402-498-5574	Steve Hansen		620-442-6200	Lance Patterson		402-498-5574	Steve Hansen		402-498-5574	Steve Hansen		281-290-6900	Tanya White	940-686-2165	Manager	Tom Adams, City	CONTACT
		\$46,609			\$110,417				\$321,596					\$162,795			\$288,770			\$146,000			\$186,844			\$266,807			\$129,268			\$88,217	AMOUNT
Fredonia, KS 66736	526 N. 6 th	Downtown Storage	El Campo. ÎX 77437	905 W. Loop	El Campo Storage		Fort Wayne, IN 46818	4640 Hillegas Road	Voss Automotive			Bismarck, ND 58504	800 East Bismarck Road	Eide Ford	Dawson, MN 56232	800 Diagonal Street	Ag Processing	Arkansas City, KS	1200 South Mill Road	ADM Milling Co.	Sergeant Bluff, IA 51054	2753 Port Neil Circle	Ag Processing	Hastings, NE 68901	2801 East 7 th Street	Ag Processing	Houston, TX 77057	5220 Wood Way	Fire Station #2	Pilot Point, TX 76258	110 West Division Street	Fire Station	LOCATION

	2014			2015			2014			2014			2014				2014				2014			2014			2014	YEAR
	Dust control (ductwork and filtration)		system	Replace dust collection	silos	installation of new raticar	Mechanical & Electrical		Line 8 Boost Drink	Electrical Installation Nestle	wall panels.	25,200 sf of ACM exterior	Fabrication, installation of			system	Install retrofit metal roof		system	standing seam metal roof	Manufacture and install a		storage buildings, 24,300 sf	Materials & labor for 4	sf	storage facility approx. 3,000	Manufacture and install 1	PROJECT
Omaha, NE 68103	Ag Processing 12700 West Doge Road	Humboldt, KS 66748	449 1200 th St.	Monarch Cement	Kallsas City, MO 04155	Vancas City MO 64153	Schenck Process LLC	Sabetha, KS 66534	2751 Antelope Road	NorthWind Technical Services	Indianapolis, IN 46220-4860	6296 Rucker Road Suite C	Custom Facilities	Topeka, KS 66612-1284	900 SW Jackson St., 4 th Floor	Landon State Office Building	Kansas Dept. of Corrections		Salina, KS 67401	100 West Claflin	Kansas Wesleyan University	Adkins, TX 78101	17560 US Hwy 87 West	Brandon Rose	Dayton, TX 77535	2474 FM 1960	John & Nan Headrick	CUSTOMER
	Don Perrault 402-498-5572		620-473-2223	Mike Boaz		810-801-3311	Vance Strahm		785-284-0080	Andrew Scoby		317-259-0038	Scott Kress			785-296-4489	Kevin Morgan			785-827-5541	Darrell Victory		210-547-9513	Brandon Rose		936-346-1284	John Headrick	CONTACT
	\$985,000			000,008,1\$			\$438,000			\$186,500			\$268,714				\$335,180				\$260,000			\$226,461			\$33,998	AMOUNT
Sergeant Bluff, IA 51054	Ag Processing 2754 Port Neal Circle	Humboldt, KS 66748	449 1200 th St.	Monarch Cement	Milloll, FA 1/65/	Milton DA 17027	ConAgra	Anderson, IN 46011	4301 W. 73 rd Street	Nestle Foods	Fisher, IN 46038	9295 East 131 st Street	Andy Mohr Buick GMC		Winfield, KS 67156	1806 Pinecrest Circle	Winfield Correctional Facility	Salina, KS 67401	100 West Claflin	Fine Arts Building	Kansas Wesleyan University	Adkins, TX 78101	17560 US Hwy 87 West	Frontier Self Storage	Dayton, TX 77535	2474 FM 1960	Superior Storage	LOCATION

		2013			2013			2013			2013			2013			2013			2013			2013			2014				2014	YEAR
	Rotary Dryer	Shop Fabricate (1) 6' x 50'		Support Steel	Shop Fabricate Cable Tray	silos, day bins & piping	new railcar unload, storage	Mechanical installation of		Ash System	Electrical installation to Low	plan maintenance	installation, tank setting,	Pneumatic equipment		blast protection steel	Ammonia Control Room		Repairs	Millwide Tank & Vessel		& Upgrades	Ongoing Plant Renovations	,	Equp. & Dry Bins	Install Phase II High Roof		,	(ductwork)	Dust control and emissions	PROJECT
Danville, IL 61832	321 E. North Street	Bunge North America	Peoria, IL 61602	1 Edmund Street	ADM	Kansas City, MO 64153	7901 NW 107 th Terrace	Schenck Process LLC	Salina, KS 67401	850 E. Pacific Ave.	ADM Milling Co.	Emporia, KS 66801	400 S. Weaver Street	Hills Pet Nutrition	Augusta, GA 30901	1460 Columbia Nitrogen Dr.	Potash Corporation	Augusta, GA 30906	4278 Mike Padgett Hwy.	International Paper	Miami, FL 33054	12900 NW 38 th Avenue	Republic Metals Corp.	Nashville, TN 37214	535 Marriott Drive	Bridgestone Americas Tire Operations	Humboldt, KS 66748	P.O. Box 1000	449 1200 th Street	Monarch Cement	CUSTOMER
	217-443-9759	Steve Smith		309-669-1713	Mike Schechinger		816-801-3355	Adam Rayne		785-825-1541	Rick Corbett		620-340-6970	Angie Gilpin		706-849-6100	Larry Walker		706-798-5711	Steve Mottel		305-685-8505	Zach Shair		615-937-6947	Don Lewis			620-473-2222	Mike Boaz	CONTACT
		\$614,364			\$165,124			\$1,200,000			\$41,000			\$537,000			\$350,029			\$178,792			\$1,149,097			\$518,871				\$1,231,155	AMOUNT
Danville, IL 61832	321 E. North Street	Bunge North America	Peoria, IL 61602	1 Edmund Street	ADM	Trenton, SC 29847	436 Old Vaucluse Road	Bridgestone	Carthage, MO 64836	323 Meridian Street	ADM Milling	Emporia, KS 66801	400 S. Weaver Street	Hills Pet Nutrition	Augusta, GA 30901	733 Laney-Walker Ext.	PCS Nitrogen	Augusta, GA 30906	4278 Mike Padgett Hwy.	International Paper	Miami, FL 33054	12900 NW 38 th Avenue	Republic Metals Corp.	Trenton, SC 29847	7777 Giant Tire Parkway	Bridgestone Aiken ORR Tire Plant	Humboldt, KS 66748	P.O. Box 1000	449 1200 th Street	Monarch Cement	LOCATION

C107	2013	2013	2013	2013	2013	2013	2013	2013	C V CLA
standing seam metal roof system	Install a standing seam metal roof system	Shop Fabricate (1) 16' x 40' Reactor Tank	Replace siding on Boiler 14 MCC Building	Shop fabricate (1) 14' x 84' Rotary Dryer	Install 10' x 65' Rotary Dryer	Shop Fabricate (1) 10' x 65' Rotary Dryer	Install Cable Tray	Install Steep Tank Piping	TOTTOTA
Auditor's Office 111 South St. Mary's Street, Suite 101 Beeville, TX 78104	Baseline Paving and Construction, Inc. 37817 FM 1774 Magnolia, TX 77355	Cargill North America 2306 Rochester Avenue Kansas City, MO 64120	ADM 1 Edmund Street Peoria, IL 61602	MEC Company 1402 Main Street Neodesha, KS 66757	Ag Processing 800 Diagonal Street Dawson, MN 56232	Ag Processing 800 Diagonal Street Dawson, MN 56232	ADM 1 Edmund Street Peoria, IL 61602	Tate & Lyle 198 Blair Bend Road Louden, TN 37774	CINCLOIN
361-362-3200	Tanya White 281-290-6900	Ralph Volk 816-245-0500	Mike Schechinger 309-669-1713	Kent Sheilds 620-325-2673	Bill Goettl 402-498-2240	Bill Goettl 402-498-2240	Mike Schechinger 309-669-1713	Tom Vermeersch 865-408-1386	- CONTRACT
\$38,337	\$447,370	\$208,813	\$60,794	\$234,844	\$215,771	\$1,510,401	\$316,387	\$471,544	TINITONA
Bee County Tax Office 411 E. Houston Street Beeville, TX 78104	City of Houston Fire Station #29 4831 Galveston Road Houston, TX 77017; and City of Houston Fire Station #42 8675 Clinton Drive Houston, TX 77029	Cargill North America 2306 Rochester Avenue Kansas City, MO 64120	ADM 1 Edmund Street Peoria, IL 61602	MEC Company 1402 Main Street Neodesha, KS 66757	Ag Processing 800 Diagonal Street Dawson, MN 56232	Ag Processing 800 Diagonal Street Dawson, MN 56232	ADM 1 Edmund Street Peoria, IL 61602	Tate & Lyle 198 Blair Bend Road Louden, TN 37774	TOCATION

		2013			2013				2013			2013			2013			2013			2013			2013			2013			2013	YEAR
	approx. 11,200 sf	4 Storage Buildings equaling		13,160 sf	2 Storage Buildings approx			Storage Building.	11,700 sf Climate Controlled		controlled building, 21,600sf	Materials for 1 Climate		System	Standing Seam Metal Roof		System	Standing Seam Metal Roof		System	Standing Seam Metal Roof		System	Standing Seam Metal Roof	seam metal roof system.	or roof. Install a standing	Remove existing 60,000 sf		roof system.	Install a standing seam metal	PROJECT
Graham, TX 76450	1419 Hwy 16 North	Scott Dixon	Tomball, TX 77377	14607 ½ Bouderaux	Bob Van	Wichita, KS 67202	125 N. Market Street, Suite 1255	Storage Holdings, LLC	Bill Jinks	McAllen, TX 78504	2101 Industrial Drive	Commercial Building Systems	Pilot Point, TX 76258	P.O. Box 457	City of Pilot Point	New Braunfels, TX 78132	3616 FM 3159	Guadalupe Valley Telephone Coop	Fontanelle, IA 50846	P.O. Box 367	First National Bank	Hooks, TX 75561	100 E. 5 th	Hooks ISD Board of Education	Minnetonka, MN 55305	11055 Wayzata Blvd.	Syngenta Seeds, Inc.	Mead, OK 73449	6635 US Hwy 70	Mid Plains Construction Inc.	CUSTOMER
	940-550-5660	Scott Dixon		281-829-1721	Bob Van			316-209-5199	Bill Jinks		956-630-1713	Linda Rodriguez	940-686-2165	Manager	Tom Adams, City		830-885-8261	John Ellis	671-745-2141	President	Mark Amdor,	903-547-6077 x1025	Business Manager	Penny Morphew,		515-685-5251	Terrance O'Shea		580-924-0288	Thomas Seidel	CONTACT
		\$142,284			\$103,899				\$97,320			\$185,776			\$63,894			\$18,62\$			\$126,605			\$192,891			\$411,405			\$115,168	AMOUNT
Graham, TX 76450	1419 Loving Hwy.	U Store It	Tomball, TX 77377	14607 1/2 Bouderaux	KC Boat & RV Storage		Urbandale, IA 50324	6701 Hickman Road	Budget Storage	Edinburg, TX 78542	2400 S. Expressway 281	Another Closet Self Storage	Pilot Point, TX 76258	324 S. Washington	Library	Fair Oaks, TX 78015	7891 & 7198 Fair Oaks Pkwy.	Equipment Building	Fontanelle, IA 50846	311 5 th Street	First National Bank	Hooks, TX 75561	401 Avenue A	Hooks High School	Lone Tree, IA 52755	5535 Hwy 22 SE	Lone Tree Facility Warehouse "A"	Duncan, OK 73533	9450 West Cherokee	Empire School District	LOCATION

2013	2013	2013	2013	2013	2013	2013	2013	2013	YEAR
upgrade (millwright, pipe, sheet metal and fire protection)	Replace dehulling bag house (millwright)	Upgrade dust filtration system in the dehulling plant	Fabrication, installation of 17,000 sf of ACM exterior wall panels.	Manufacture of 24' x 72' 6- column specialty design entrance/exit canopy	5600 sf of 6mm Composite wall panel and soffit, special matched color, material installation and freight	5000 sf 4mm Anodic Clear, and 3500 sf of 6mm Pewter ACM, material installation and freight	4600 sf of 4mm Wood Grain ACM, and 2500 sf of Silver Metallic ACM Panel work, material installation and freight	Manufacture 16,500 sf exterior wall panels and trim for Westin hotel exterior renovation.	PROJECT
12700 Dodge Road Omaha, NE 68103	Ag Processing 12700 Dodge Road Omaha, NE 68103	Ag Processing 12700 Dodge Road Omaha, NE 68103	CT Taylor 5802 Akron Cleveland Road Hudson, OH 44236	Meandor Hospitality Group of Ohio 6599 Seville Drive, Suite 100 Canfield, OH 44606	Rabren General Contractors 139 Lee Road 15 Auburn, AL 36830	G & H Contracting 1320 Southside Drive Salem, VA 24153	Clancy & Theys Construction Co. 516 W. Caberras St. Raleigh, NC 27633	Marous Brothers Construction 1702 Joseph Lloyd Parkway Willoughby, OH 44094	CUSTOMER
402-498-5574	Steve Hansen 402-498-5574	Steve Hansen 402-498-5574	Ryan Fink 330-65609353	David Kovass 330-702-0226	Jay Seniff 574-272-0200	Gary Graham 540-387-5059	Patrick McHugh 919-834-3601	Joe Lazar 440-951-3904	CONTACT
\$8,000,000	\$170,000	\$1,450,000	\$381,571	\$68,295	\$174,340	\$186,587	\$342,015	\$193,325	AMOUNT
Ag rrocessing 500 North Commercial Eagle Grove, IA 50533	Ag Processing 2753 Port Neal Circle, Sergeant Bluff, IA 51054	Ag Processing 900 Lower Lake Road St. Joseph, MO 64502	Vitamix 815 Usher Road Cleveland, OH 44138	Fairfield Inn 11349 Allen Road Jeffersonville, OH 43128	Auburn University CASIC Bldg. 559 Devall Drive Auburn, AL 36849	Glenvar Branch Library 3917 Dougherty Road Salem, VA 24153	Chapel Hill Library 100 Library Drive Chapel Hill, NC 27514	Westin Hotel 777 St. Claire Avenue Cleveland, OH 44114	LOCATION

		2012			2012			2012			2012			2012			2012			2012			2012			2012			2013			2013	YEAR
School	Commons Area on High	Standing Seam Roof over	roof	over existing High School	Standing Seam Metal Roof			Standing Seam Metal Roof		Airport Hangar #6	Standing Seam Metal Roof			Standing Seam Metal Roof		Flat and Barrel Roof	Standing Seam Roof over		Upgrade	Extraction Equipment		House	Replace Load Out Bag			Extractor Upgrade			Elevator Upgrade	•	process plant	Construct Amino meal	PROJECT
Fredonia, KS 66736	300 North 6th Street	Unified School District No. 484	Altoona, KS 66710	833 River Street	Unified School District No. 387	Kerrville, TX 78028	2100 Memorial Boulevard	Schreiner University	Bartlesville, OK 74003	401 S. Johnstone Avenue	City of Bartlesville	Goliad, TX 77963	P.O. Box 939	City of Goliad	San Augustine, TX 75972	P.O. Box 736	Deep East Electric Coop	Omaha, NE 68103	1200 West Dodge Road	Ag Processing	Hasting, NE 68901	2801 E. 7 th Street	Ag Processing	Hasting, NE 68901	2801 E. 7 th Street	Ag Processing	Omaha, NE 68103	1200 West Dodge Road	Ag Processing	Omaha, NE 68103	12700 Dodge Road	Ag Processing	CUSTOMER
	620-378-4177	Jim Porter		620-537-7721	Dr. Grover		830-792-7235	Dale Myers		918-338-4251	Terry Lauritsen		361-645-3454	Larry Zermeno		936-275-2314	Kelly Parker		402-498-2240	Bill Goetti		402-984-6725	Doug Walker		402-984-6725	Doug Walker		402-498-5572	Don Perrault		402-498-5574	Steve Hansen	CONTACT
		\$50,915			\$66,435			\$331,652			\$199,285			\$39,806			\$42,675			\$183,190			\$103,455			\$74,549			\$882,426		\$5,782,589		AMOUNT
Fredonia, KS 66736	916 Robinson Street	Fredonia High School	Buffalo, KS 66717	20704 US 75 Hwy.	Altoona Midway Middle High Sch.	Kerrville, TX 78028	2100 Memorial Boulevard	Schreiner University	Bartlesville, OK 74003	401 Wiley Post Rd	Bartlesville Municipal Airport	Goliad, TX 77963	P.O. Box 939	City Hall	San Augustine, TX 75972	880 State Hwy. 21 East	Deep East Electric Coop	Hasting, NE 68901	2801 E. 7 th Street	Ag Processing	Hasting, NE 68901	2801 E. 7 th Street	Ag Processing	Hasting, NE 68901	2801 E. 7 th Street	Ag Processing	Sergeant Bluff, IA 51054	2753 Port Neal Circle	Ag Processing	Dawson, MN 56232	800 Diagonal Street	Ag Processing	LOCATION

		2012			2012			2012			2012							2012					2012			2012			2012			2012	YEAR
		Standing Seam Metal Roof		equal to approx 10,025 sf	Two Self Storage Buildings		equal to approx 10,800 sf	One Self Storage Building		equal to 60,940 sf	8 Self Storage Buildings	Metal.	with all Structural and Sheet	Delivery Canopy complete	framing, and New Car	Tower with structural	Panels for Building, Entry	Approx 7400 sf of ACM	on Guard Shack	panels plus corrugated panels	areas, columns, and canopy	Panels for Fascia, Soffit	Approx. 2800 sf of ACM	32,045 sf	Storage Facilities Approx	3 Climate Controlled Mini	,	Approx 17,150 sf	3 Mini Storage Facilities	,	Approx 8500 sf	1 Mini Storage Facility	PROJECT
Russell, KS 67665	802 N. Main	Unified School District No. 407	Vidor, TX 77662	141 North Main	Woods Self Storage	El Campo, TX 77437	905 West Loop	El Campo Storage	McAllen, TX 78504	2101 Industrial Drive	Commercial Buildings Systems			Ĭ <u>ä</u>		Fort Wayne, IN 46808	733 Lousiedale Drive	McComb Construction Co.			Dallas, TX 75229	2349 Glenda Lane	Schwob Building Company	Lake Charles, LA 70601	2003 Hodges Street	Robert Price, Jr.	Killeen, TX 76541	1519 Florence Road	Collette Marshall	Killeen, TX 76540	P.O. Box 148	Carolyn Barnes	CUSTOMER
786-483-2173	Superintendent	David Couch,		409-769-2131	Ronald Woods		979-543-5800	Carl Milentz		956-630-1713	Joe Sakulenski						260-483-1604	Joe McComb				972-243-7674	Scott Wetterling		337-377-8096	Robert Price, Jr.		254-526-4979	Collette Marshall		254-526-4546	Carolyn Barnes	CONTACT
		\$109,855			\$121,698			\$116,644			\$241,937							\$153,964					\$79,958			\$435,551			\$164,056			\$100,601	AMOUNT
Russell, KS 67665	400 North Elm	Middle School	Vidor, TX 77662	141 North Main	Woods Self Storage	El Campo, TX 77437	905 West Loop	El Campo Self Storage	LaFeria, TX 78559	3401 W. Expressway 83	Another Closet Self Storage					New Haven, IN 46774	624 SR 930 East	Crumback-Symons Chevrolet			Houston, TX 73075	7313 East Orem Drive	Southeastern Freight Lines	Lake Charles, LA 70602	1313 Country Club Road	South Lake Charles Storage	Jarrell, TX 76537	165 CR 313	Big Red Barn 5-Phase 2	Belton, TX 76513	11354 FM 439	Big Red Barn 4	LOCATION

		2012			2012			2012			2012			2012			2012			2012			2012			2012			2012			2012	YEAR
	FRYMA Piping	Fabricate & Install A-97			Erect Steel in A-97		Expansion, Building 97	Fabricate Steel for SO3		Dryer	Replace Tubes in Rotary		Bag House	Demo and Install Marine		Tank 48 Ft. Side Walls	160 Ft. Diameter Oil Storage		Ft. Diameter Storage Tank	New Fiberglass Roof on 120		and Cleaning System	Installation of Barley Scaling			Standing Seam Metal Roof			Standing Seam Metal Roof		1	Standing Seam Metal Roof	PROJECT
Kankakee, IL 60901	2525 S. Kensington Road	BASF Corporation	Kankakee, IL 60901	2525 S. Kensington Road	BASF Corporation	Kankakee, IL 60901	2525 S. Kensington Road	BASF Corporation	Enderlin, ND 58027	5525 136 th Avenue SE	Archer-Daniels-Midland Company	Peoria, IL 61602	#1 Edmund Street	Archer-Daniels-Midland Company	Fostoria, OH 44830	608 Findlay Road	Archer-Daniels-Midland Company	Decatur, IL 62526	4666 Faries Parkway	Archer-Daniels-Midland Company	Spiritwood, ND 58481	3349 94R Ave. SE	Cargill Inc. Malt America	White Deer, TX 79097	411 S. Omohundro Street	First Baptist Church	Wichita, KS 67220	4050 North Woodlawn, Suite 1	Accel Construction, LLC	Russell, KS 67665	802 N. Main	Unified School District No. 407	CUSTOMER
	815-939-6039	Jim Russell		815-939-6039	Jim Russell		815-939-6039	Jim Russell		701-437-3000	Wendell Nelson		309-669-1631	Pat Arnold		419-436-8100	Josh Milby		217-451-3336	Larry Sistler		701-253-7781	Mitch Gardner		806-833-4521	Alan Wilson		316-866-2885	Doug Bird	786-483-2173	Superintendent	David Couch,	CONTACT
		\$28,108\$			\$147,445			\$163,897			\$495,452			\$94,239			\$1,731,033			\$362,469			\$411,957			\$72,580			\$152,710			\$822,585	AMOUNT
Kankakee, IL 60901	2525 S. Kensington Road	BASF Corporation	Kankakee, IL 60901	2525 S. Kensington Road	BASF Corporation	Kankakee, IL 60901	2525 S. Kensington Road	BASF Corporation	Enderlin, ND 58027	5525 136 th Avenue SE	ADM	Peoria, IL 61602	#1 Edmund Street	ADM	Fostoria, OH 44830	608 Findlay Road	ADM	Decatur, IL 62526	4666 Faries Parkway	ADM	Spiritwood, ND 58481	3349 94R Ave. SE	Cargill Inc. Malt America	White Deer, TX 79097	411 S. Omohundro Street	First Baptist Church	Caldwell, KS 67022	119 East 1 st Street	Caldwell Community Center	Russell, KS 67665	565 East State	High School	LOCATION

		2012			2012			2012			2012			2012			2012				2012			2012				2012			2012	YEAR
	Electrical	Grain Ground Storage Pile		Equipment Installation	Electrical Hazard Monitoring		Center Upgrade	Electrical Motor Control	loading and unloading scales	Installation of liquid truck	Mechanical and Electrical			Access Platforms and Misc.		Upgrade	Extraction Equipment		1	Upgrade	Extraction Equipment	,	Replacement	Reverse Air Duct		,	Equipment	Repairs to Extraction	•	Cooler Piping	Fabricate & Install SO3	PROJECT
Copeland, KS 67837	2502 US Hwy. 56	ADM Grain/Farmers Coop	Hutchinson, KS 67501	816 N. Halstead Street	ADM Grain Company	Oakley, KS 67748	104 S. Freeman Avenue	ADM Grain Company	Fredonia, KS 66736	1420 Cement Plant Road	Systech Environmental	Dawson, MN 56232-2373	800 Diagonal Street	Ag Processing	Sergeant Bluff, IA 51054	2753 Port Neal Circle	Ag Processing	Omaha, NE 68103-2047	P.O. Box 2047	12700 West Dodge Road	Ag Processing	Eagle Grove, IA 50533	500 North Commercial	Ag Processing	Eagle Grove, IA 50533	P.O. Box 85	500 North Commercial	Ag Processing	Kankakee, IL 60901	2525 S. Kensington Road	BASF Corporation	CUSTOMER
	620-668-5531	Dean Eslinger		620-669-0646	Carrie Swartz		785-671-3172	Dustin Ballinger		620-378-4451	Chad LaCrone		320-769-4386	Lance Stoeber		712-943-7215	Joe Kirby			402-498-2240	Bill Goettl		515-603-1013	Travis Robinson			515-603-1013	Alan Linn		815-939-6039	Jim Russell	CONTACT
		\$97,000			\$123,000			\$124,000			\$377,000			\$97,500			\$197,000				\$430,000			\$114,916				\$78,310			\$91,271	AMOUNT
Eldorado, OK 73537	18587 State Hwy 6	ADM Grain Farmers Coop	Little River, KS 67457-9071	105 Main Street	ADM Grain Company	Goodland, KS 67735	1723 Wyoming Street	ADM Grain Company	Fredonia, KS 66736	1420 Cement Plant Road	Systech Environmental	Dawson, MN 56232-2373	800 Diagonal Street	Ag Processing	Sergeant Bluff, IA 51054	2753 Port Neal Circle	Ag Processing		Sergeant Bluff, IA 51054	2753 Port Neal Circle	Ag Processing	Eagle Grove, IA 50533	500 North Commercial	Ag Processing		Eagle Grove, IA 50533	500 North Commercial	Ag Processing	Kankakee, IL 60901	2525 S. Kensington Road	BASF Corporation	LOCATION

	l -								
2011	2011	2011	2011	2011	2011	2012	2012	2012	YEAR
Steam and Condensate Piping	Meal System Upgrade	Extraction Plant Upgrade	Extraction Plant Modifications	Modify Dust Control System	Mechanical and electrical installation of new grain bin and fill/reclaim conveyors	Fabricate and Install Approx. 10,000 sf of Dry Reveal Aluminum Composite Panels for a Building & a New Structural Entry Element	Fabricate and Install Approx. 12,200 sf of Dry Reveal Aluminum Composite Panels for a Parking Ramp	Fabricate and Install Approx. 20,000 sf of Dry Reveal Aluminum Composite Panels for a Building	PROJECT
AG Processing 2753 Port Neal Circle Sergeant Bluff, IA 51054	AG Processing 804 Second Avenue Sheldon, IA 51201	ADM 400 E. Holt Avenue Mexico, MO 65265	AG Processing 12700 West Dodge Road Omaha, NE 68154	Monarch Cement P.O. Box 1000 Humboldt, KS 66748	ADM 17700 South T Highway Deerfield, MO 64741	Custom Facilities 6296 Rucker Road, Suite C Indianapolis, IN 46220	Heavy Constructors Inc. 4191 Deadwood Avenue North Rapid City, SD 57709	CT Taylor Construction 5802 Akron Cleveland Road Hudson, OH 44236	CUSTOMER
Joe Kirby 712-943-7215	Matt Echtenkamp 712-324-2531	Keith Stumpe 573-581-6720	Steve Hansen 401-498-5574	Mike Boaz 620-443-2223	John Baumgartner 417-927-3400	Scott Kress 317-259-0038	Ryan Hepper 605-342-3152	Dave Hamm 330-656-9353	CONTACT
\$350,000	\$90,000	\$800,000	\$430,000	\$695,135	\$1,494,348	\$217,073	\$254,874	\$469,159	AMOUNT
AG Processing 2753 Port Neal Circle Sergeant Bluff, IA 51054	AG Processing 804 Second Avenue Sheldon, IA 51201	ADM 400 E. Holt Avenue Mexico, MO 65265	AG Processing 2801 East 7 th Street Hastings, NE 68901	Monarch Cement P.O. Box 1000 Humboldt, KS 66748	ADM 17700 South T Highway Deerfield, MO 64741	Penske Chevrolet 3210 E. 96 th Street Indianapolis, IN 46240	Pennington County Jail 211 St. Joseph Street Rapid City, SD 57701	U.S. Coast Guard Cleveland Harbor Mooring 1055 E. 9 th Street Cleveland, OH 44114	LOCATION

	1107	3011			2011			2011				2011			2011			2011			2011				2011			2011			2011	YEAR
	Stationing Scatti Metal Moot	Standing Seam Metal Boof		5,400 sf	Storage Building, approx.		26,850 sf	Storage Building, approx.			approx. 12,000 sf	4 Storage Buildings equal to		to approx. 57,408 sf	12 Storage Buildings equal	Setting, Piping & Insulation.	Concrete, Steel, Equipment	Extraction Plant Upgrade -	system.	& piping for a flour transfer	Install pneumatic equipment	Compressor, & Airlock	Convey Piping, Air	Installation of Pneumatic	Mechanical and Electrical	•	systems	Installed 3 corn cleaning		1	Equipment Removal	PROJECT
Ashland City, TN 37015	102 Elizabeth Street	Cheatham Co Board of Education	Adkins, TX 78101	17560 US Hwy. 87 West	Brandon Rose	Vidor, TX 77662	141 N. Main	Ronald Woods	Emporia, KS 66801	2347 N 99 Hwy.	Metal Roof Systems of Kansas	Jeff Hodges	McAllen, TX 78504	2101 Industrial Drive	Joe Sakulenski	Omaha, NE 68154	12,700 West Dodge Road	Ag Processing	Kansas City, MO 64153	7901 NW 107 th Terrace	MAC Process Inc.		Kansas City, MO 64153	7901 NW 107 th Terrace	MAC Process Inc.	Wichita, KS 67219	5500 Mill Heights Dr.	Kice Industries, Inc.	Salina, KS 67401	850 East Pacific	ADM Milling	CUSTOMER
	615-792-5664	Dr Tim Wakk		830-779-2590	Brandon Rose		409-781-4948	Ronald Woods			620-340-7732	Jeff Hodges		956-630-1713	Joe Sakulenski		402-498-5574	Steven Hansen		816-801-3345	Ryan Krejci			816-801-3309	Dave Kracht		316-744-7151	Matt Gugle		816-221-7272	Ray Stauffer	CONTACT
	Φ1,127,320	£1 127 220			\$51,266			\$143,184				\$108,619			\$299,398			\$7,000,000			\$153,000				\$115,000			\$583,920			\$300,000	AMOUNT
Chetham BOE Annex Bldg.	Pegram Flementary School	Cheatham Co Wigh School	Adkins, TX 78101	17560 US Hwy 87 West	Frontier Self Storage	Vidor, TX 77662	175 N. Main	Wood Mini Storage		Emporia, KS 66801	2301 W. 7 th Avenue	Herrick Rentals	Edinburg, TX 78539	2400 S. Hwy. 281	Another Closet Self Storage	Dawson, MN 56232	800 Diagonal Street	Ag Processing	Council Bluffs, IA 51503	1023 S. 4 th Street	ConAgra Foods		Houston, TX 77041-2520	13813 FM 529 Rd	MAC Equipment	Gothenburg, NE 69138	311 Cottonwood	Frito-Lay Inc.	North Kansas City, MO 64116	1701 Armor Road	ADM Milling	LOCATION

2011	2011	2011	2011	2011	2011	2011	YEAR 2011
20,000 sf of TFC Series 1000 Caulked Joint System, Metallic Finish ACM. Supply, Fabricate & Install	32,000 sf Custom fabricated 18 gauge stainless steel wall panels with special frame attachment; 8,000 sf Custom fabricated 24 gauge soffit panel system; Many specialty fabricated stainless steel parts for complete installation.	Standing Seam Metal Roof	Standing Seam Metal Roof	Standing Seam Metal Roof	Standing Seam Metal Roof	Standing Seam Metal Roof	PROJECT Standing Seam Metal Roof
Block Construction P.O. Box 14616 Baton Rouge, LA 70898	Reflection Window Co. LLC 2525 N. Elston Ave., Ste 240-D Chicago, IL 60647	Highland Community College 606 West Main Highland, KS 66035	Lakewood Park Baptist Church 5555 County Road 29 Auburn, IN 46706	Carrizo Springs CISD 300 N. 7 th Street Carrizo Springs, TX 78834	Commonwealth of Kentucky Finance & Administration Cabinet 1380 N. Main St. Monticello, KY 42633	Sumner County Schools 695 E. Main Street Gallatin, TN 37066	CUSTOMER Stewart Co. Board of Education 120 Robertson Hill Road Dover, TN 37058
Tommy Serpas 225-9930-9960	Rodrigo D'Escoto 773-770-0377	Rick Crossland 785-442-6110	Mike Keller, Maintenance Supv. 260-925-1393 Ext 132	Gene Guntierrez, Dir. of Maintenance 830-876-3503	Leon Vincent, Architect 270-782-1191	John Vick, Architect 615-754-5393	CONTACT Dr. Phillip Wallace 913-232-5176
\$304,983	\$1,158,190	\$68,010	\$111,756	\$116,120	\$107,130	\$93,810	AMOUNT \$62,979
Maritime Operations Center 2424 Ernest Wilson Drive Port Allen, LA 70767	UNO Charter School 5025 S. Homan Avenue Chicago, IL	Highland Community College 606 W. Main Highland, KS 66035	Lakewood Park Baptist Church 5555 County Road 29 Auburn, IN 46706	Carrizo Springs Field House 400 Texas Hwy 85 Carrizo Springs, TX 78834	Monticello Armory 1380 N. Main Street Monticello, KY 42633	Iron Bunker Building Ellis Middle School 100 Indian Lake Rd. Hendersonville, TN 37075	LOCATION Steward Co. High School 120 Robertson Hill Road Dover, TN 37058

_~	PROJECT	CUSTOMER Neuman Brothers Inc	CONTACT Daniel Dottratz	AMOUNT	LOCATION Des Moines Aimort Car Rei
2011	34'x54'9" 4-Column Canopy Neuman Brothers Inc.	Neuman Brothers Inc.	Daniel Pottratz	\$178,063	Des Moines Airport Car Rental Facility 2300 Airport Car Service Facility
	& 34'x85'2" Canopy with 6mm dry gasket fascia	Des Moines, IA 50314	313-243-0136		Des Moines, IA 50321
	system for both canopies and				
	building fascia that connects				
	both canopies. Design,				
	Supply, Fabricate & Install.				
2011	Design, supply, fabricate &	Graycor	Adam Goldsmith	\$129,391	ATTA Range
	install 16'x52' 8-Column,	8701 Red Oak Blvd., Suite 550	704-817-6258		Hwy. 278 & Rt. 19
	16'x100' 14-Column,	Charlotte, NC 28217			Aiken, SC 29803
	16'x132' 18-Column, and				
	16'x204' 28-Column				
_	Canopies. All canopies are				
	sloped top deck design.				
2005	Supply and install structural	Minnesota Soybean Processors	John Prohaska	\$15,213,342	\$15,213,342 Minnesota Soybean Processors
	steel, siding & install all	Hwy 60 & ZEH Road	605-627-6121		Hwy 60 & ZEH Road
	process equipment for new soy	Brewster, MN 56119			Brewster, MN 56119
_	oil refinery & biodiesel plant &	7			
	soybean extraction plant.				

A-LERT ROOF SYSTEMS • A-LERT BUILDING SYSTEMS

Divisions of Centurion Industries, Inc. STANDING SEAM ROOF SYSTEM FINISH LIMITED WARRANTY

Warranty Number: 130F - «Warranty_Number» Version 2008.01

Subject to the terms, conditions, and limitations stated in the Warranty, A-Lert warrants to Owner that the Products shall perform in accordance to the Warranty.

- **DEFINITIONS.** As used in the Warranty, the following words and phrases have the meanings stated, unless the context clearly indicates that a different meaning is intended, and those meanings shall be applicable to both the singular and plural forms of the terms defined:
 - 1.1 Abnormal Atmospheric Conditions. Abnormal Atmospheric Conditions shall include the following conditions:
 - 1.1.1 Atmospheric conditions not normally present at the location of the Building;
 - 1.1.2 Marine (salt water) atmospheres or unusual exposure to fresh water;
 - 1.1.3 Repeated presence of standing water;
 - 1.1.4 Heavy fallout or presence of corrosive chemicals, ash, or fumes from chemical plants, foundries, plating works, kilns, paper plants, fertilizers, animal waste, or any similar foreign chemical substances; or
 - 1.1.5 Presence of corrosive fumes or condensate of harmful substances generated or released inside the Building.
 - 1.2 **A-Lert.** Centurion Industries, Inc., a corporation organized under the laws of the State of Indiana. A-Lert Roof Systems and A-Lert Building Systems are divisions of Centurion Industries, Inc.
 - 1.3 **Building.** «Building».
 - 1.4 Construction Contract. Any written or oral agreement among any individuals, persons, corporations, or entities, to perform or furnish all or any portion of the goods or services to complete, or partially complete the Project.
 - 1.5 **Date of Completion.** The date that is the earlier or either:
 - 1.5.1 The date the Project is substantially completed; or
 - 1.5.2 The date on the face of the first invoice from A-Lert requesting final payment for the Project.
 - 1.6 **Dispute.** A demand or assertion made by A-Lert, Owner, or any other individual, person, corporation, or entity, seeking damages, benefits, or performance pursuant to the Warranty, the Related A-Lert Warranty, or any Construction Contract.
 - 1.7 **Kynar Galvanized Panels.** 70 Kynar®¹ 500 (or any equivalent polyvinylidene fluoride, pvf₂ paint) prepainted galvanized panels with G-90 coating, or 70 Kynar® 500 (or any equivalent polyvinylidene fluoride, pvf₂ paint) prepainted galvanized

¹ Kynar® is a registered trademark of Elf Atochem North America, Inc. Galvalume® is a registered trademark of Biec International, Inc. Zincalume® is a registered trademark of John Lysaght (Australia) Limited.

- panels with 55% zinc-aluminum coating furnished to Owner by A-Lert which were installed on the Building. Kynar Galvanized Panels do not include downspouts, vents, gutters, skylights, any interior liner panel, trim, flashing, or other attachments.
- 1.8 **Owner.** «Owner».
- 1.9 **Prepainted Galvanized Panels.** Prepainted galvanized panels with G-90 coating, or prepainted galvanized panels with 55% zinc-aluminum coating furnished to Owner by A-Lert which were installed on the Building. Prepainted Galvanized Panels shall not include Kynar Galvanized Panels. Prepainted Galvanized Panels do not include downspouts, vents, gutters, skylights, any interior liner panel, trim, flashing, or other attachments.
- 1.10 **Project.** All events, activities, transactions, agreements (both written and unwritten), which are related directly or indirectly, to «Project».
- 1.11 **Products.** Materials or products which are identified in the Warranty protection.
- 1.12 **Related A-Lert Warranty.** The written warranty pertaining to the Project issued by A-Lert to Owner entitled:
 - 1.12.1 Standing Seam Roof System Watertight Limited Warranty with an A-Lert Warranty has a Warranty Number of 130W «Warranty Number»; and
 - 1.12.2 Standing Seam Roof System Manufacturer's Limited Warranty with an A-Lert Warranty has a Warranty Number of 130M - «Warranty_Number».
- 1.13 **Term.** A period of time of a duration of specified years.
- 1.14 Value of the Products. An amount of money equal to contract amount minus the fair market value of any repairs, replacements, repainting, restorations, refinishing, costs, or expenses incurred by A-Lert, or persons or entities on behalf of A-Lert, to satisfy an obligation under the Related A-Lert Warranty.
- 1.15 **Warranty.** This limited warranty extended by A-Lert to Owner.
- 1.16 Zinc Aluminum Panels. 55% aluminum-zinc alloy coated steel panels furnished to Owner by A-Lert which were installed on the Building. Zinc Aluminum Panels shall include Galvalume® panels, aluminized panels, or Zincalume® panels furnished to Owner by A-Lert which were installed on the Building. Zinc Aluminum Panels do not include downspouts, vents, gutters, skylights, any interior liner panel, trim, flashing, or other attachments.

2 PREPAINTED GALVANIZED PANELS.

- 2.1 **Vertical Surfaces.** When the Prepainted Galvanized Panels are used as vertical surfaces, then during the Term:
 - 2.1.1 The paint will not peel (lose adhesion), crack, check, or chip;
 - 2.1.2 The paint will not chalk in excess of ASTM D-4214-89 method D659 number 6 rating; and
 - 2.1.3 The paint will not change color more than 8 Hunter AE units as determined by ASTM method D-2244-93. 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. Fading or color change may not be uniform if the surfaces are not equally exposed to the sun and elements.

- 2.2 **Non-Vertical Surfaces.** The paint on Prepainted Galvanized Panels used as surfaces other than vertical surfaces will not crack, check, or peel during the Term.
- 3 **KYNAR GALVANIZED PANELS.** When the Kynar Galvanized Panels are used 0° 86° from vertical, then during the Term:
 - The 70% Kynar 500® paint (or the equivalent polyvinylidene fluoride, pvf₂ paint) will not peel (lose adhesion), crack, check, or chip;
 - 3.2 The 70% Kynar 500® paint (or the equivalent polyvinylidene fluoride, pvf₂ paint) will not chalk in excess of ASTM D-4214-89 method D659 number 6 rating; and
 - 3.3 The 70% Kynar 500® paint (or the equivalent polyvinylidene fluoride, pvf₂ paint) will not change color more than 8 Hunter AE units as determined by ASTM method D-2244-93. 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. Fading or color change may not be uniform if the surfaces are not equally exposed to the sun and elements.
- 4 **ZINC ALUMINUM PANELS.** The coating of the Zinc Aluminum Panels shall perform in accordance with industry standards during the Term.
- SATISFACTION OF WARRANTY. The Warranty shall be fully satisfied by a means selected solely by A-Lert which may include the replacement, repair, refinishing, repainting, or restoring of any failed Products. Repainted or refinished Products shall not necessarily utilize the same paint or coating formula as the original paint or coating formula. A-Lert retains the exclusive right to select the person or entity which shall perform any services required by the Warranty.
- 6 **GENERAL EXCLUSIONS.** While all the remaining terms, conditions, waivers, disclaimers, and limitations shall continue to apply, A-Lert shall have no liability or responsibility under or in connection with the Warranty if:
 - 6.1 The Products are sold or erected outside the United States or Canada;
 - 6.2 A failure is caused by acts of negligence, accidents, or disuse, including but not limited to vandalism, civil disobedience, acts of war, acts of God, falling objects, external forces, defects in the foundation, explosions, fire, riots, lightning, strong gales, hurricanes, tornados, or earthquakes;
 - 6.3 The Products are exposed to Abnormal Atmospheric Conditions;
 - 6.4 A failure caused by cascading water;
 - 6.5 Deterioration is caused by marine or salt water, atmosphere, or regular spray of either salt or fresh water;
 - Water, including internal condensation, is not permitted to drain from all Product surfaces, including overlaps of the Product;
 - A dam area exists or is erected that will not permit free drainage of water from all roof surfaces:
 - 6.8 Damage is caused by the failure to provide free drainage of water from the Products;
 - 6.9 The Product is exposed to water run-off from lead or copper flashing or areas in metallic contact with lead or copper, or other similar metal or material;

- 6.10 Corrosion is caused by fallout or exposure to corrosive chemicals, ash or fumes from any chemical plant, foundry, plating works, kiln, fertilize manufacturing, paper plant, or the like;
- 6.11 Deterioration is caused by any corrosive substance or any condensate of any harmful substance contained, generated, or released inside the Building;
- 6.12 A failure arises out of mechanical or chemical damage not caused by A-Lert which may occur during shipment, or during storage on the job site;
- 6.13 The Product comes in contact with fasteners not provided by A-Lert;
- 6.14 Components, including, but not limited to, vents, flashing, signs, fascia, skylights, or any other such material or accessories, are attached to the Products, which are not made known to and approved in writing by A-Lert;
- 6.15 Alterations or modifications, including, but not limited to, Product penetrations, structures, fixtures, or utilities being placed upon or attached to the Products, are undertaken, which are not made known to and approved in writing by A-Lert;
- 6.16 Paints or coatings are applied after installation of the Product, which are not furnished or specifically recommended in writing by A-Lert;
- 6.17 The Products are incorporated into roofs or sections with slopes flatter than 1/4:12;
- 6.18 Damage is caused by workers (other than workers of A-Lert);
- 6.19 A-Lert determines, upon inspection, that the failure is not caused by a substantive defect in the Product;
- 6.20 A-Lert determines, upon inspection, that the failure arises from a commercially expected condition, event, or practice;
- 6.21 A failure is caused by circumstances or occurrences beyond A-Lert's control;
- 6.22 A failure is attributable to a faulty or inadequate engineering design including a design prepared by A-Lert at the urging of either Owner or other contractors or architects retained by Owner;
- 6.23 Approval drawings do not show the exact number, size, and location of all roof penetrations and rooftop equipment installed as approved by A-Lert;
- 6.24 Owner, Owner's lessee, or occupant, fails to use reasonable care to inspect, maintain, and clean the Product;
- 6.25 Owner fails to pay in full for all the Products, and all the materials and labor furnished by A-Lert, or each material supplier or contractor of A-Lert to or for the benefit of Owner;
- 6.26 A-Lert does not install the Products;
- 6.27 Owner fails to take reasonable actions to prevent or mitigate any damages arising from any failure of the Products;
- 6.28 Owner fails to properly and timely execute the Warranty and return an executed copy of the Warranty to A-Lert;
- 6.29 Owner fails to comply with any term or condition of the Warranty.
- 6.30 The Product comes in contact with green or wet lumber or wet storage stain caused by water damage or condensation;
- 6.31 A failure is due to corrosion of substrate; or
- 6.32 A failure caused by forming of the Product which incorporates severe reversed bending or which subjects coating to alternate compression and tension.

7 SPECIAL EXCLUSIONS.

- 7.1 **Condensation.** A-Lert does not warrant that the Products, the Building, or any accessories or components, are to be free of condensation caused by high humidity inside the Building or by a temperature differential between the inside and outside of the Building.
- 7.2 **Legal Compliance.** A-Lert does not warrant that any Product shall comply or satisfy any federal, state, local, or municipal ordinances, codes, laws, statutes, or regulations.
- 7.3 **Grazing.** A-Lert does not warrant that any Product shall not have microscopic grazing of the film on outside radii.
- 7.4 **Cracking.** A-Lert does not warrant that any Product will not have slight grazing or cracking as may occur on tightly roll-formed edges or brake bends at the time of forming pre-painted sheet, or a result of metal fracture in the case of aluminum or spangle cracking of a zinc layer. A-Lert does not warrant that any Product will not have breaks in the film caused by metal forming.
- 7.5 **Nonproducts.** The Warranty shall not apply to items or materials which are not Products.
- 7.6 **Finish Restrictions.** The Warranty shall not apply to the interior or reverse side finish of a Product. The Warranty does not apply to any aspect of the Product except the paint or coating film on the Product.
- 7.7 Oil Canning. Oil canning shall not be considered a defect of a Product.
- 8 **FINANCIAL LIMITATIONS.** Notwithstanding any other provision in the Warranty, A-Lert, or any other person or entity, shall not be required under the Warranty to incur any repairs, replacements, repainting, restorations, refinishing, costs, or expenses of any type which cumulatively have a fair market value in excess of the Value of the Products.
- 9 **VENDOR LIMITATIONS.** If A-Lert acquired the Product, or a component of the Product, from a vendor, then, notwithstanding any other provision in the Warranty, the Related A-Lert Warranty, or the Construction Contract, A-Lert, or any other person or entity, shall not be required under the Warranty, the Related A-Lert Warranty, or the Construction Contract, to incur any repairs, replacements, refinishing, repainting, restoration, costs, obligations, liabilities, or expenses of any type unless that vendor provides to A-Lert a remedy, and fulfills that remedy, for the Product failure that has a value substantially equal to the value of the remedy extended by the Warranty for the same Product failure. Section 9 shall not be interpreted to either transfer or assign any of A-Lert's rights with that vendor to Owner, or create a third party beneficiary contract for the benefit of Owner.
- 10 **INSURANCE.** It is understood that A-Lert is not an insurer and that insurance shall be obtained by Owner, if any is desired, to protect Owner and other persons from any personal injuries, property damage, or any other damage, cost, or liability that may result due to a failure.

- 11 ACCESS TO THE BUILDING. During the term of the Warranty, A-Lert its agents, or employees, shall have free access to the Building which contains the Products during regular business hours to inspect and photograph the Products and the Building.
- 12 **WAIVER OF BREACH.** A-Lert's failure at any time to enforce any of the terms or conditions stated in the Warranty shall not be construed as a waiver of that provision.

13 FILING A CLAIM.

- 13.1 **Generally.** The obligation of A-Lert under the Warranty shall not arise unless A-Lert is properly and timely notified under Section 13.2. All other forms or means of communication are unacceptable and shall not constitute proper notice. Failure to correctly submit a timely and proper notice of a claim relieves A-Lert of any liability under the Warranty.
- 13.2 Written Statement. The only acceptable notification of warranty claim shall consist of a written statement, fully executed by Owner, with a copy of the Warranty attached to that written statement. The written statement must describe the claim of failure. The written statement must be sent, no later than thirty days after the occurrence of a failure, by U.S. registered or certified mail, return receipt required, postage prepaid to Centurion Industries, Inc.; Attn: Secretary/Treasurer; 1107 N. Taylor Road; Garrett, IN 46738.
- 13.3 **Work Order.** As a condition precedent for the providing of any goods or services required by the Warranty, Owner shall execute a work order (or any other similar documentation approved in advance by A-Lert) with A-Lert to repair the failure.
- 14 **TERM.** The Warranty shall extend for the duration of the Term. The Term shall commence on the earlier of either the date of final inspection and acceptance of the Product or the Date of Completion. Any repairs, restorations, replacements, or repainting carried out under the Warranty shall carry a warranty term equal to the then remaining balance of the original term.
- ASSIGNMENT. The Warranty is extended only to Owner and is not transferable or assignable by Owner. The Warranty will automatically terminate and become void upon the sale, transfer or conveyance (except to secure debt) of the Products or the Building. Should Owner become insolvent bankrupt, make an assignment for the benefit of its creditors, or for any reason discontinue its normal or regular business practice, the Warranty shall become null and void. A-Lert may assign the Warranty without the consent of Owner.
- 16 AMENDMENT AND TERMINATION. The Warranty shall not be modified, amended, or supplemented except by written consent of A-Lert. A-Lert may terminate the Warranty at any time without the consent of Owner, except as to orders of Products already accepted by Owner.
- 17 **AUTHORITY TO EXECUTE.** Each person signing the Warranty in a representative capacity warrants and represents that:

- 17.1 The person executing the Warranty has the actual authority and power to so sign, and to bind the person's respective principal to the provisions of the Warranty; and
- 17.2 All action by the representative's principal necessary for the execution of the Warranty has been duly taken.

18 **DISPUTE RESOLUTION.**

- 18.1 **Initial Dispute Resolution.** If a Dispute arises, each party to the Dispute shall endeavor to settle the Dispute first through direct discussions.
- 18.2 Mediation. At the request of any party to a Dispute, the parties to a Dispute shall endeavor to resolve their Dispute by mediation which, unless those parties mutually agree otherwise, shall be in accordance with the Mediation Rules of the American Arbitration Association currently in effect. The mediator shall be a current or former lawyer with experience in construction law. All legal or equitable proceedings shall be stayed pending mediation for a period of 90 days from the date of filing a request for mediation by any party. All time constraints imposed by the Warranty, the Related A-Lert Warranty, or any Construction Contract, shall be tolled during the stay. The stay shall not bar any party from taking any action necessary to preserve or perfect any legal or equitable right which would lapse by operation of law during the pendency of the stay despite the parties' agreement to adopt the stay. The parties to the mediation shall bear equally the mediator's fees and expenses. The parties to the mediation shall each bear the cost of their own attorney fees.
- 18.3 Arbitration. Disputes not resolved under Section 18.1 or Section 18.2 shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party and shall be made within a reasonable time after the Dispute has arisen. Both parties shall participate in the process of selecting a neutral arbitrator. The arbitrator shall be a current or former lawyer with experience in construction law. The arbitrator shall have authority to award damages or such other relief as may be appropriate so long as such damages or relief is authorized under the Warranty or the Related A-Lert Warranty. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction. The parties to the arbitration shall bear equally the arbitrator's fees and expenses, as well as any administrative costs. The parties to the arbitration shall each bear the cost of their own attorney fees.
- 18.4 Venue. Any mediation or arbitration undertaken pursuant to Warranty, the Related A-Lert Warranty or any Construction Contract shall take place at a location in San Antonio, Texas selected by the mediator or arbitrator unless otherwise agreed to by the parties to the Dispute.
- MISCELLANEOUS. The laws of the State of Texas shall govern the rights and duties of the parties under the Warranty, the Related A-Lert Warranty, or any Construction Contract. If a breach of the Related A-Lert Warranty would also constitute a breach of the Warranty, then A-Lert shall have sole discretion to provide warranty protection for the Warranty and

the Related A-Lert Warranty for a failure by providing warranty protection under just one of those warranties, the selection of which is to be determined solely by A-Lert.

THIS WARRANTY, AND THE RELATED A-LERT WARRANTY, SUPERSEDE AND ARE IN LIEU OF ANY AND ALL OTHER EXPRESSED OR IMPLIED WARRANTIES DIRECTLY OR INDIRECTLY RELATED TO THE PROJECT, THE INSTALLATION OF THE PROJECT, AND ALL MATERIALS INCORPORATED INTO THE PROJECT, INCLUDING ANY WARRANTY PRESENTED IN ANY CONSTRUCTION CONTRACT. THERE ARE NO OTHER WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHICH ARE DIRECTLY OR INDIRECTLY RELATED TO THE PROJECT. ADDITIONAL RIGHTS MAY EXIST UNDER STATE LAW.

ORAL STATEMENTS ABOUT THE BUILDING OR THE PRODUCTS BY A-LERT'S AGENTS, OR STATEMENTS CONTAINED IN A-LERT'S ADVERTISING, PAMPHLETS, BROCHURES, OR OTHER PRINTED MATTER, DO NOT CONSTITUTE WARRANTIES AND THE ACQUISITION OF THE BUILDING OR PRODUCTS SHALL NOT BE MADE IN RELIANCE UPON THEM.

WITH REGARD TO THE PROJECT, OR ANY ACTIVITIES, EVENTS, OR TRANSACTIONS DIRECTLY OR INDIRECTLY RELATED TO THE PROJECT, THE REMEDIES STATED IN THIS WARRANTY AND THE RELATED A-LERT WARRANTY, ARE THE SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH OF ANY CONSTRUCTION CONTRACT, AND FOR FAILURE OF THE PRODUCT, AS WELL AS THE INSTALLATION OF THE PRODUCT, AND ALL MATERIALS INCORPORATED INTO THE PROJECT. THIS EXCLUSIVE REMEDY SHALL NOT BE DEEMED TO HAVE FAILED ITS ESSENTIAL PURPOSE SO LONG AS A-LERT IS WILLING AND ABLE TO CARRY OUT THE TERMS OF THIS WARRANTY.

WITH REGARD TO THE PROJECT, OR ANY ACTIVITIES, EVENTS, OR TRANSACTIONS DIRECTLY OR INDIRECTLY RELATED TO THE PROJECT, ALERT MAKES NO WARRANTY OR ASSUMES NO OBLIGATION WITH RESPECT TO THE VALIDITY OF ANY PATENTS, DESIGNS, COPYRIGHTS, OR TRADEMARKS.

WITH REGARD TO THE PROJECT, OR ANY ACTIVITIES, EVENTS, OR TRANSACTIONS DIRECTLY OR INDIRECTLY RELATED TO THE PROJECT, A-LERT SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGE INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGES TO THE BUILDING OR ITS CONTENTS, OR THE BUSINESS UNDERTAKEN IN THE BUILDING, OR LABOR CLAIMS, BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, OR UNDER ANY OTHER LAW WHATSOEVER.

A-Lert Centurion Industries, Inc.

Owner

			Name of Owner
By:		By:	6
	Shawna Paulie, Office Manager	• 13	Signature
	«Warranty_Date»	70-	
	Date of Execution by A-Lert		Printed or Typed Name
		% 	Title
	The Owner is obligated to execute the	By:	A STATE OF THE STA
	Warranty using the proper number of signatures in accordance with the Owner's internal rules and procedures.	Alaman Alaman	Signature
	If only one signature is required, then leave the second signature block blank. If two signatures are required, then complete		Printed or Typed Name
	the second signature block. If more than two signatures are required, then copy this signature page and furnish the proper	· ·	Title
	number of signatures.		Date of Execution by Owner

The Owner should insert the date of execution of the Warranty regardless of the number of signatures which appear on behalf of the Owner.

A-LERT ROOF SYSTEMS • A-LERT BUILDING SYSTEMS

Divisions of Centurion Industries, Inc. STANDING SEAM ROOF SYSTEM MANUFACTURER'S LIMITED WARRANTY

Warranty Number: 130M - «Warranty_Number» Version 2008.01

Subject to the terms, conditions, and limitations stated in the Warranty, A-Lert warrants to Owner that the Products shall perform in accordance to the Warranty.

- **DEFINITIONS.** As used in the Warranty, the following words and phrases have the meanings stated, unless the context clearly indicates that a different meaning is intended, and those meanings shall be applicable to both the singular and plural forms of the terms defined:
 - 1.1 **Abnormal Atmospheric Conditions.** Abnormal Atmospheric Conditions shall include the following conditions:
 - 1.1.1 Atmospheric conditions not normally present at the location of the Building;
 - 1.1.2 Marine (salt water) atmospheres or unusual exposure to fresh water;
 - 1.1.3 Repeated presence of standing water;
 - 1.1.4 Heavy fallout or presence of corrosive chemicals, ash, or fumes from chemical plants, foundries, plating works, kilns, paper plants, fertilizers, animal waste, or any similar foreign chemical substances; or
 - 1.1.5 Presence of corrosive fumes or condensate of harmful substances generated or released inside the Building.
 - 1.2 A-Lert. Centurion Industries, Inc., a corporation organized under the laws of the State of Indiana. A-Lert Roof Systems and A-Lert Building Systems are divisions of Centurion Industries, Inc.
 - 1.3 **Building.** «Building».
 - 1.4 Construction Contract. Any written or oral agreement among any individuals, persons, corporations, or entities, to perform or furnish all or any portion of the goods or services to complete, or partially complete the Project.
 - 1.5 **Date of Completion.** The date that is the earlier or either:
 - 1.5.1 The date the Project is substantially completed; or
 - 1.5.2 The date on the face of the first invoice from A-Lert requesting final payment for the Project.
 - 1.6 **Dispute.** A demand or assertion made by A-Lert, Owner, or any other individual, person, corporation, or entity, seeking damages, benefits, or performance pursuant to the Warranty, the Related A-Lert Warranty, or any Construction Contract.
 - 1.7 **Kynar Galvanized Panels.** 70 Kynar®¹ 500 (or any equivalent polyvinylidene fluoride, pvf₂ paint) prepainted galvanized panels with G-90 coating, or 70 Kynar® 500 (or any equivalent polyvinylidene fluoride, pvf₂ paint) prepainted galvanized

¹ Kynar® is a registered trademark of Elf Atochem North America, Inc. Galvalume® is a registered trademark of Biec International, Inc. Zincalume® is a registered trademark of John Lysaght (Australia) Limited.

- panels with 55% zinc-aluminum coating furnished to Owner by A-Lert which were installed on the Building. Kynar Galvanized Panels do not include downspouts, vents, gutters, skylights, any interior liner panel, trim, flashing, or other attachments.
- 1.8 Owner. «Owner».
- 1.9 **Prepainted Galvanized Panels.** Prepainted galvanized panels with G-90 coating, or prepainted galvanized panels with 55% zinc-aluminum coating furnished to Owner by A-Lert which were installed on the Building. Prepainted Galvanized Panels shall not include Kynar Galvanized Panels. Prepainted Galvanized Panels do not include downspouts, vents, gutters, skylights, any interior liner panel, trim, flashing, or other attachments.
- 1.10 **Project.** All events, activities, transactions, agreements (both written and unwritten), which are related directly or indirectly, to «Project».
- 1.11 **Products.** Materials or products which are identified in the Warranty protection.
- 1.12 **Related A-Lert Warranty.** The written warranty pertaining to the Project issued by A-Lert to Owner entitled:
 - 1.12.1 Standing Seam Roof System Watertight Limited Warranty with an A-Lert Warranty has a Warranty Number of 130W «Warranty_Number»; and
 - 1.12.2 Standing Seam Roof System Finish Limited Warranty with an A-Lert Warranty has a Warranty Number of 130F «Warranty_Number».
- 1.13 **Term.** A period of time of a duration of specified year(s).
- 1.14 Value of the Products. An amount of money equal to contract amount minus the fair market value of any repairs, replacements, repainting, restorations, refinishing, costs, or expenses incurred by A-Lert, or persons or entities on behalf of A-Lert, to satisfy an obligation under the Related A-Lert Warranty.
- 1.15 Warranty. This limited warranty extended by A-Lert to Owner.
- 1.16 Zinc Aluminum Panels. 55% aluminum-zinc alloy coated steel panels furnished to Owner by A-Lert which were installed on the Building. Zinc Aluminum Panels shall include Galvalume® panels, aluminized panels, or Zincalume® panels. Zinc Aluminum Panels do not include downspouts, vents, gutters, skylights, any interior liner panel, trim, flashing, or other attachments.
- FABRICATED STEEL COMPONENTS. All fabricated steel components (except Kynar Galvanized Panels, Prepainted Galvanized Panels, and Zinc Aluminum Panels) are warranted only against failure due to defective manufacturing materials or manufacturing workmanship for one year. Fabricated steel components include, but are not limited to, downspouts, gutters, accessories, fixtures, insulation, fasteners, vents, flashing signs, fascia, or skylights.
- 3 **PANELS.** The Kynar Galvanized Panels, Prepainted Galvanized Panels, and Zinc Aluminum Panels will not rupture, fail structurally, or perforate due to normal atmospheric conditions during the Term.
- 4 **SATISFACTION OF WARRANTY.** The Warranty shall be fully satisfied by a means selected solely by A-Lert which may include the replacement, repair, refinishing,

repainting, or restoring of any failed Products. Repainted or refinished Products shall not necessarily utilize the same paint or coating formula as the original paint or coating formula. A-Lert retains the exclusive right to select the person or entity which shall perform any services required by the Warranty.

- 5 **GENERAL EXCLUSIONS.** While all the remaining terms, conditions, waivers, disclaimers, and limitations shall continue to apply, A-Lert shall have no liability or responsibility under or in connection with the Warranty if:
 - 5.1 The Products are sold or erected outside the United States or Canada;
 - A failure is caused by acts of negligence, accidents, or disuse, including but not limited to vandalism, civil disobedience, acts of war, acts of God, falling objects, external forces, defects in the foundation, explosions, fire, riots, lightning, strong gales, hurricanes, tornados, or earthquakes;
 - 5.3 The Products are exposed to Abnormal Atmospheric Conditions;
 - 5.4 A failure caused by cascading water;
 - 5.5 Deterioration is caused by marine or salt water, atmosphere, or regular spray of either salt or fresh water;
 - 5.6 Water, including internal condensation, is not permitted to drain from all Product surfaces, including overlaps of the Product;
 - 5.7 A dam area exists or is erected that will not permit free drainage of water from all roof surfaces;
 - 5.8 Damage is caused by the failure to provide free drainage of water from the Products;
 - 5.9 The Product is exposed to water run-off from lead or copper flashing or areas in metallic contact with lead or copper, or other similar metal or material;
 - 5.10 Corrosion is caused by fallout or exposure to corrosive chemicals, ash or fumes from any chemical plant, foundry, plating works, kiln, fertilize manufacturing, paper plant, or the like;
 - 5.11 Deterioration is caused by any corrosive substance or any condensate of any harmful substance contained, generated, or released inside the Building;
 - 5.12 A failure arises out of mechanical or chemical damage not caused by A-Lert which may occur during shipment, or during storage on the job site;
 - 5.13 The Product comes in contact with fasteners not provided by A-Lert;
 - 5.14 Components, including, but not limited to, vents, flashing, signs, fascia, skylights, or any other such material or accessories, are attached to the Products, which are not made known to and approved in writing by A-Lert;
 - 5.15 Alterations or modifications, including, but not limited to, Product penetrations, structures, fixtures, or utilities being placed upon or attached to the Products, are undertaken, which are not made known to and approved in writing by A-Lert;
 - 5.16 Paints or coatings are applied after installation of the Product, which are not furnished or specifically recommended in writing by A-Lert;
 - 5.17 The Products are incorporated into roofs or sections with slopes flatter than 1/4:12;
 - 5.18 Damage is caused by workers (other than workers of A-Lert);
 - 5.19 A-Lert determines, upon inspection, that the failure is not caused by a substantive defect in the Product;

- 5.20 A-Lert determines, upon inspection, that the failure arises from a commercially expected condition, event, or practice;
- 5.21 A failure is caused by circumstances or occurrences beyond A-Lert's control;
- 5.22 A failure is attributable to a faulty or inadequate engineering design including a design prepared by A-Lert at the urging of either Owner or other contractors or architects retained by Owner;
- 5.23 Approval drawings do not show the exact number, size, and location of all roof penetrations and rooftop equipment installed as approved by A-Lert;
- Owner, Owner's lessee, or occupant, fails to use reasonable care to inspect, maintain, and clean the Product;
- 5.25 Owner fails to pay in full for all the Products, and all the materials and labor furnished by A-Lert, or each material supplier or contractor of A-Lert to or for the benefit of Owner;
- 5.26 A-Lert does not install the Products;
- 5.27 Owner fails to take reasonable actions to prevent or mitigate any damages arising from any failure of the Products;
- 5.28 Owner fails to properly and timely execute the Warranty and return an executed copy of the Warranty to A-Lert;
- 5.29 Owner fails to comply with any term or condition of the Warranty.
- 5.30 The Product comes in contact with green or wet lumber or wet storage stain caused by water damage or condensation;
- 5.31 A failure is due to corrosion of substrate; or
- 5.32 A failure caused by forming of the Product which incorporates severe reversed bending or which subjects coating to alternate compression and tension.

6 SPECIAL EXCLUSIONS.

- 6.1 **Condensation.** A-Lert does not warrant that the Products, the Building, or any accessories or components, are to be free of condensation caused by high humidity inside the Building or by a temperature differential between the inside and outside of the Building.
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- 6.5 **Nonproducts.** The Warranty shall not apply to items or materials which are not Products.
- 6.6 **Finish Restrictions.** The Warranty shall not apply to any finish, coating, film, or paint of a Product. A failure of any finish, coating, film, or paint of the Kynar

- Galvanized Panels, Prepainted Galvanized Panels, and Zinc Aluminum Panels shall not be considered a defect, a perforation, or failure of a Product.
- 6.7 **Oil Canning.** Oil canning shall not be considered a defect of a Product.
- FINANCIAL LIMITATIONS. Notwithstanding any other provision in the Warranty, A-Lert, or any other person or entity, shall not be required under the Warranty to incur any repairs, replacements, repainting, restorations, refinishing, costs, or expenses of any type which cumulatively have a fair market value in excess of the Value of the Products.
- 8 **VENDOR LIMITATIONS.** If A-Lert acquired the Product, or a component of the Product, from a vendor, then, notwithstanding any other provision in the Warranty, the Related A-Lert Warranty, or the Construction Contract, A-Lert, or any other person or entity, shall not be required under the Warranty, the Related A-Lert Warranty, or the Construction Contract, to incur any repairs, replacements, refinishing, repainting, restoration, costs, obligations, liabilities, or expenses of any type unless that vendor provides to A-Lert a remedy, and fulfills that remedy, for the Product failure that has a value substantially equal to the value of the remedy extended by the Warranty for the same Product failure. Section 8 shall not be interpreted to either transfer or assign any of A-Lert's rights with that vendor to Owner, or create a third party beneficiary contract for the benefit of Owner.
- 9 **INSURANCE.** It is understood that A-Lert is not an insurer and that insurance shall be obtained by Owner, if any is desired, to protect Owner and other persons from any personal injuries, property damage, or any other damage, cost, or liability that may result due to a failure.
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- 11 WAIVER OF BREACH. A-Lert's failure at any time to enforce any of the terms or conditions stated in the Warranty shall not be construed as a waiver of that provision.

12 FILING A CLAIM.

- 12.1 **Generally.** The obligation of A-Lert under the Warranty shall not arise unless A-Lert is properly and timely notified under Section 12.2. All other forms or means of communication are unacceptable and shall not constitute proper notice. Failure to correctly submit a timely and proper notice of a claim relieves A-Lert of any liability under the Warranty.
- 12.2 **Written Statement.** The only acceptable notification of warranty claim shall consist of a written statement, fully executed by Owner, with a copy of the Warranty attached to that written statement. The written statement must describe the claim of failure. The written statement must be sent, no later than thirty days after the occurrence of a failure, by U.S. registered or certified mail, return receipt required,

- postage prepaid to Centurion Industries, Inc.; Attn: Secretary/Treasurer; 1107 N. Taylor Road; Garrett, IN 46738.
- 12.3 **Work Order.** As a condition precedent for the providing of any goods or services required by the Warranty, Owner shall execute a work order (or any other similar documentation approved in advance by A-Lert) with A-Lert to repair the failure.
- 13 **TERM.** The Warranty shall extend for the duration of the Term. The Term (including the term described in Section 2) shall commence on the earlier of either the date of final inspection and acceptance of the Product or the Date of Completion. Any repairs, restorations, replacements, or repainting carried out under the Warranty shall carry a warranty term equal to the then remaining balance of the original term.
- ASSIGNMENT. The Warranty is extended only to Owner and is not transferable or assignable by Owner. The Warranty will automatically terminate and become void upon the sale, transfer or conveyance (except to secure debt) of the Products or the Building. Should Owner become insolvent bankrupt, make an assignment for the benefit of its creditors, or for any reason discontinue its normal or regular business practice, the Warranty shall become null and void. A-Lert may assign the Warranty without the consent of Owner.
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 - 16.2 All action by the representative's principal necessary for the execution of the Warranty has been duly taken.

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- 17.1 **Initial Dispute Resolution.** If a Dispute arises, each party to the Dispute shall endeavor to settle the Dispute first through direct discussions.
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- 17.4 **Venue.** Any mediation or arbitration undertaken pursuant to Warranty, the Related A-Lert Warranty or any Construction Contract shall take place at a location in San Antonio, Texas selected by the mediator or arbitrator unless otherwise agreed to by the parties to the Dispute.
- MISCELLANEOUS. The laws of the State of Texas shall govern the rights and duties of the parties under the Warranty, the Related A-Lert Warranty, or any Construction Contract. If a breach of the Related A-Lert Warranty would also constitute a breach of the Warranty, then A-Lert shall have sole discretion to provide warranty protection for the Warranty and the Related A-Lert Warranty for a failure by providing warranty protection under just one of those warranties, the selection of which is to be determined solely by A-Lert.

THIS WARRANTY, AND THE RELATED A-LERT WARRANTY, SUPERSEDE AND ARE IN LIEU OF ANY AND ALL OTHER EXPRESSED OR IMPLIED WARRANTIES DIRECTLY OR INDIRECTLY RELATED TO THE PROJECT, THE INSTALLATION OF THE PROJECT, AND ALL MATERIALS INCORPORATED INTO THE PROJECT, INCLUDING ANY WARRANTY PRESENTED IN ANY CONSTRUCTION CONTRACT. THERE ARE NO OTHER WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHICH ARE DIRECTLY OR INDIRECTLY RELATED TO THE PROJECT. ADDITIONAL RIGHTS MAY EXIST UNDER STATE LAW.

ORAL STATEMENTS ABOUT THE BUILDING OR THE PRODUCTS BY A-LERT'S AGENTS, OR STATEMENTS CONTAINED IN A-LERT'S ADVERTISING, PAMPHLETS, BROCHURES, OR OTHER PRINTED MATTER, DO NOT CONSTITUTE WARRANTIES AND THE ACQUISITION OF THE BUILDING OR PRODUCTS SHALL NOT BE MADE IN RELIANCE UPON THEM.

WITH REGARD TO THE PROJECT, OR ANY ACTIVITIES, EVENTS, OR TRANSACTIONS DIRECTLY OR INDIRECTLY RELATED TO THE PROJECT, THE REMEDIES STATED IN THIS WARRANTY AND THE RELATED A-LERT WARRANTY, ARE THE SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH OF ANY CONSTRUCTION CONTRACT, AND FOR FAILURE OF THE PRODUCT, AS WELL AS THE INSTALLATION OF THE PRODUCT, AND ALL MATERIALS INCORPORATED INTO THE PROJECT. THIS EXCLUSIVE REMEDY SHALL NOT BE DEEMED TO HAVE FAILED ITS ESSENTIAL PURPOSE SO LONG AS A-LERT IS WILLING AND ABLE TO CARRY OUT THE TERMS OF THIS WARRANTY.

WITH REGARD TO THE PROJECT, OR ANY ACTIVITIES, EVENTS, OR TRANSACTIONS DIRECTLY OR INDIRECTLY RELATED TO THE PROJECT, ALERT MAKES NO WARRANTY OR ASSUMES NO OBLIGATION WITH RESPECT TO THE VALIDITY OF ANY PATENTS, DESIGNS, COPYRIGHTS, OR TRADEMARKS.

WITH REGARD TO THE PROJECT, OR ANY ACTIVITIES, EVENTS, OR TRANSACTIONS DIRECTLY OR INDIRECTLY RELATED TO THE PROJECT, A-LERT SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGE INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGES TO THE BUILDING OR ITS CONTENTS, OR THE BUSINESS UNDERTAKEN IN THE BUILDING, OR LABOR CLAIMS, BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, OR UNDER ANY OTHER LAW WHATSOEVER.

A-Lert Centurion Industries, Inc.

Shawna Paulie, Office Manager

«Warranty_Date»

Date of Execution by A-Lert

Name of Owner By: Signature Printed or Typed Name Title By: Signature Printed or Typed Name

Title

Date of Execution by Owner

Owner

The Owner is obligated to execute the Warranty using the proper number of signatures in accordance with the Owner's internal rules and procedures. If only one signature is required, then leave the second signature block blank. If two signatures are required, then complete the second signature block. If more than two signatures are required, then copy this signature page and furnish the proper number of signatures.

The Owner should insert the date of execution of the Warranty regardless of the number of signatures which appear on behalf of the Owner.

A-LERT ROOF SYSTEMS • A-LERT BUILDING SYSTEMS

Divisions of Centurion Industries, Inc. STANDING SEAM ROOF SYSTEM WATERTIGHT LIMITED WARRANTY

Warranty Number: 130W - «Warranty_Number» Version 2010.01

Subject to the terms, conditions, and limitations stated in the Warranty, A-Lert warrants to Owner that the workmanship undertaken by A-Lert for the installation of the Standing Seam Roof shall be free of any substantive defect and shall be adequate to prevent any leaks in the Standing Seam Roof during the Term.

- **DEFINITIONS.** As used in the Warranty, the following words and phrases have the meanings stated, unless the context clearly indicates that a different meaning is intended, and those meanings shall be applicable to both the singular and plural forms of the terms defined:
 - 1.1 **Abnormal Atmospheric Conditions.** Abnormal Atmospheric Conditions shall include the following conditions:
 - 1.1.1 Atmospheric conditions not normally present at the location of the Building;
 - 1.1.2 Marine (salt water) atmospheres or unusual exposure to fresh water;
 - 1.1.3 Repeated presence of standing water;
 - 1.1.4 Heavy fallout or presence of corrosive chemicals, ash, or fumes from chemical plants, foundries, plating works, kilns, paper plants, fertilizers, animal waste, or any similar foreign chemical substances; or
 - 1.1.5 Presence of corrosive fumes or condensate of harmful substances generated or released inside the Building.
 - 1.2 **A-Lert.** Centurion Industries, Inc., a corporation organized under the laws of the State of Indiana. A-Lert Roof Systems and A-Lert Building Systems are divisions of Centurion Industries, Inc.
 - 1.3 **Building.** «Building».
 - 1.4 **Construction Contract.** Any written or oral agreement among any individuals, persons, corporations, or entities, to perform or furnish all or any portion of the goods or services to complete or partially complete, the Project.
 - 1.5 **Date of Completion.** The date that is the earlier of either:
 - 1.5.1 The date the Project is substantially completed; or
 - 1.5.2 The date on the face of the first invoice from A-Lert requesting final payment for the Project.
 - 1.6 **Dispute.** A demand or assertion made by A-Lert, Owner, or any other individual, person, corporation, or entity, seeking damages, benefits or performance pursuant to the Warranty, the Related A-Lert Warranty, or any Construction Contract.
 - 1.7 **Owner.** «Owner».
 - 1.8 **Project.** All events, activities, transactions, agreements (both written and unwritten), which are related, directly or indirectly, to: «Project».

- 1.9 **Related A-Lert Warranty.** The written warranty pertaining to the Project issued by A-Lert to Owner entitled:
 - 1.9.1 Standing Seam Roof System Manufacturer's Limited Warranty with an A-Lert Warranty has a Warranty Number of 130M - «Warranty Number»; and
 - 1.9.2 Standing Seam Roof System Finish Limited Warranty with an A-Lert Warranty has a Warranty Number of 130F «Warranty Number».
- 1.10 **Standing Seam Roof.** The Standing Seam Roof furnished to Owner by A-Lert which was installed on the Building. Standing Seam Roof shall exclude vents, gutters, skylights, any interior liner panel, trim, flashing, or other attachments to the roof or wall, not furnished or approved in writing by A-Lert.
- 1.11 **Term.** A period time of a duration of «WT Term» years.
- 1.12 Value of the Products. An amount of money equal to \$\times \text{WT_Value} \times \text{minus the fair market value of any repairs, replacements, repainting, restorations, refinishing, costs, or expenses incurred by A-Lert, or persons or entities on behalf of A-Lert, to satisfy an obligation under the Related A-Lert Warranty.
- 1.13 **Warranty.** This limited warranty extended by A-Lert to Owner.
- 2 **SATISFACTION OF WARRANTY.** The Warranty shall be fully satisfied by a means selected solely by A-Lert which may include the replacement, repair, or restoring of any failed workmanship. A-Lert retains the exclusive right to select the person or entity which shall provide any goods or services required by the Warranty.
- 3 **GENERAL EXCLUSIONS.** While the remaining terms, conditions, waivers, disclaimers, and limitations shall continue to apply, A-Lert shall have no liability or responsibility under or in connection with the Warranty if any of the following occur:
 - 3.1 The Standing Seam Roof is sold or erected outside the United States or Canada;
 - 3.2 Damage is caused by acts of negligence, accidents, or disuse, including but not limited to vandalism, civil disobedience, acts of war, acts of God, falling objects, external forces, defects in the foundation, explosions, fire, riots, lightning, strong gales, hurricanes, tornados, or earthquakes;
 - 3.3 The Standing Seam Roof is exposed to Abnormal Atmospheric Conditions;
 - 3.4 A failure is caused by cascading water;
 - 3.5 Deterioration is caused by marine or salt water, atmosphere, or regular spray of either salt or fresh water;
 - 3.6 Water, including internal condensation, is not permitted to drain from all roof surfaces of the Standing Seam Roof, including overlaps of the roof;
 - 3.7 A dam area exists or is erected that will not permit free drainage of water from all roof surfaces;
 - Damage is caused by the failure to provide free drainage of water from the Standing Seam Roof;
 - 3.9 The Standing Seam Roof is exposed to water run-off from lead or copper flashing or areas in metallic contact with lead or copper, or other similar metal or material;

- 3.10 Corrosion is caused by fallout or exposure to corrosive chemicals, ash or fumes from any chemical plant, foundry, plating works, kiln, fertilized manufacturing, paper plant, or the like;
- 3.11 Deterioration is caused by any corrosive substance or any condensate of any harmful substance contained, generated, or released inside the Building;
- 3.12 A failure arises out of mechanical or chemical damage not caused by A-Lert which may occur during shipment or during storage on the job site;
- 3.13 The Standing Seam Roof incorporates fasteners not provided by A-Lert.
- 3.14 Components, including, but not limited to, flashing, signs, fascia, skylights, or any other such material or accessories, are incorporated into or attached to the Standing Seam Roof, which are not made known to and approved in writing by A-Lert;
- 3.15 Alterations or modifications, including, but not limited to, roof penetrations, or structures, fixtures, or utilities being placed upon or attached to the Standing Seam Roof are undertaken, which are not made known to and approved in writing by A-Lert;
- 3.16 The roof has a slope flatter than 1/4:12;
- 3.17 Damage is caused by workers (other than workers of A-Lert);
- 3.18 A-Lert determines, upon inspection, that the failure is not caused by a substantive defect in the workmanship of A-Lert;
- 3.19 A-Lert determines, upon inspection, that the failure arises from a commercially expected condition, event, or practice;
- 3.20 Damage is caused by any causes or occurrences beyond A-Lert's control;
- 3.21 A failure is attributable to a faulty or inadequate engineering design including a design prepared by A-Lert at the urging of either Owner or other contractors or architects retained by Owner;
- 3.22 Approval drawings do not show the exact number, size, and location of all roof penetrations and rooftop equipment installed as approved by A-Lert;
- 3.23 Owner, Owner's lessee, or occupant, fails to use reasonable care to inspect, maintain, and clean the Standing Seam Roof;
- 3.24 Owner fails to pay in full for all the materials and labor furnished by A-Lert, or each material supplier or contractor of A-Lert, to or for the benefit of Owner;
- 3.25 A-Lert does not install the Standing Seam Roof;
- 3.26 Owner fails to take reasonable actions to prevent or mitigate any damages arising from any failure of the Standing Seam Roof;
- 3.27 Owner fails to properly and timely execute the Warranty and return an executed copy of the Warranty to A-Lert;
- 3,28 Owner fails to comply with any term or condition of the Warranty;
- 3.29 The failure is to a paint, finish, or coating of the Standing Seam Roof;
- 3.30 A failure is due to corrosion of substrate; or
- 3.31 The failure is to the aesthetics of the Standing Seam Roof.
- 4 **FINANCIAL LIMITATIONS.** Notwithstanding any other provision in the Warranty, A-Lert, or any other person or entity, shall not be required under the Warranty to incur any

- repairs, replacements, restorations, costs, or expenses of any type which cumulatively are in excess of the Value of the Products.
- 5 **INSURANCE.** It is understood that A-Lert is not an insurer and that insurance shall be obtained by Owner, if any is desired, to protect Owner and other persons from any personal injuries, property damage, or any other damage, costs, or liability that may result due to a failure.
- ACCESS TO ROOF. During the Term of the Warranty, A-Lert, its agents, or employees, shall have free access to the Standing Seam Roof during regular business hours to inspect and photograph the Standing Seam Roof and the Building.
- WAIVER OF BREACH. A-Lert's failure at any time to enforce any of the terms or conditions stated in the Warranty shall not be construed as a waiver of that provision.

8 FILING A CLAIM.

- 8.1 Generally. The obligation of A-Lert under the Warranty shall not arise unless A-Lert is properly and timely notified under Section 8.2. All other forms or means of communication are unacceptable and shall not constitute proper notice. Failure to correctly submit a timely and proper notice of a claim relieves A-Lert of any liability.
- 8.2 Written Statement. The only acceptable notification of warranty claim shall consist of a written statement, fully executed by owner, with a copy of the Warranty attached to that written statement. The written statement must describe the claim of failure. The written statement must be sent, no later than thirty days after the occurrence of a failure, by U.S. registered or certified mail, return receipt required, postage prepaid to: Centurion Industries Inc.; Attn: Secretary/Treasurer, 1107 N. Taylor Road, Garrett, IN 46738.
- 8.3 Work Order. As a condition precedent for the providing of any goods or services required by the Warranty, Owner shall execute a work order (or any other similar documentation approved in advance by A-Lert) with A-Lert. A copy of that work order shall be submitted to A-Lert by Owner at the time the work order was executed by Owner.
- TERM. The Warranty shall extend for the duration of the Term. The Term shall commence on the earlier of either the date of final inspection and acceptance of the Standing Seam Roof installation by A-Lert, or the Date of Completion. Any repairs, restorations, or replacements carried out under the Warranty shall carry a warranty Term equal to the then remaining balance of the original Term.
- ASSIGNMENT. The Warranty is tendered for the sole benefit of Owner and is not transferable or assignable. The Warranty will automatically terminate and become void upon the sale, transfer or conveyance (except to secure debt) of the Building. Should Owner become insolvent, bankrupt, make an assignment for the benefit of its creditors, or

for any reason discontinue its normal or regular practice, the Warranty shall become null and void. A-Lert may assign the Warranty without the consent of Owner.

- AMENDMENT AND TERMINATION. The Warranty shall not be modified, amended, or supplemented except by written consent of A-Lert. A-Lert may terminate the Warranty at any time without the consent of Owner, except as to orders of the Standing Seam Roof already accepted by Owner.
- AUTHORITY TO EXECUTE. Each person signing the Warranty in a representative capacity warrants and represents that;
 - The person executing the Warranty has the actual authority and power to so sign, and to bind the person's respective principal to the provisions of the Warranty; and
 - 12.2 All action by the representative's principal necessary for the execution of the Warranty has been duly taken.

13 **DISPUTE RESOLUTION**.

- 13.1 **Initial Dispute Resolution**. If a Dispute arises, each party to the Dispute shall endeavor to settle the Dispute first through direct discussions.
- 13.2 **Mediation.** At the request of any party to a Dispute, the parties to a Dispute shall endeavor to resolve their Dispute by mediation which, unless those parties mutually agree otherwise, shall be in accordance with the Mediation Rules of the American Arbitration Association currently in effect. The mediator shall be a current or former lawyer with experience in construction law. All legal or equitable proceedings shall be stayed pending mediation for a period of 90 days form the date of filing a request for mediation by any party. All time constraints imposed by the Warranty, the Related A-Lert Warranty, or any Construction Contract, shall be tolled during the stay. The stay shall not bar any party from taking any action necessary to preserve or perfect any legal or equitable right which would lapse by operation of law during the pendency of the stay despite the parties' agreement to adopt the stay. The parties to the mediation shall bear equally the mediator's fees and expenses. The parties to the mediation shall each bear the cost of their own attorney fees.
- 13.3 **Arbitration.** Disputes not resolved under Section 13.1 or Section 13.2 shall be decided by arbitration which, unless the parties mutually agree otherwise shall be in accordance with the Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party and shall be made within a reasonable time after the Dispute has arisen. Both parties shall participate in the process of selecting a neutral arbitrator. The arbitrator shall be a current or former lawyer with experience in construction law. The arbitrator shall have authority to award damages or such other relief as may be appropriate so long as such damages or relief is authorized under the Warranty or the Related A-Lert Warranty. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction. The parties to the arbitration shall bear equally

- the arbitrator's fees and expenses, as well as any administrative costs. The parties to the arbitration shall each bear the cost of their own attorney fees.
- 13.4 **Venue.** Any mediation or arbitration undertaken pursuant to the Warranty, the Related A-Lert Warranty, or any Construction Contract shall take place at a location in San Antonio, Texas selected by the mediator or arbitrator unless otherwise agreed to by the parties to the Dispute.
- MISCELLANEOUS. The laws of the State of Texas shall govern the rights and duties of the parties under the Warranty, the Related A-Lert Warranty, and any Construction Contract. If a breach of the Related A-Lert Warranty would also constitute a breach of the Warranty, then A-Lert shall have sole discretion to provide warranty protection under just one of those warranties, the selection of which is to be determined solely by A-Lert.

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ORAL STATEMENTS ABOUT THE BUILDING OR THE STANDING SEAM ROOF BY A-LERT'S AGENTS, OR STATEMENTS CONTAINED IN A-LERT'S ADVERTISING, PAMPHLETS, BROCHURES, BID PROPOSALS, OR OTHER PRINTED MATTER, DO NOT CONSTITUTE WARRANTIES AND THE ACQUISITION OF THE BUILDING OR STANDING SEAM ROOF SHALL NOT BE MADE IN RELIANCE UPON THEM.

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A-Lert Centurion Industries, Inc.

Owner

	Name of Owner
:	By:
Shawna Paulie, Office Manager	Signature 🔬 🚕 🔭
<pre>«Warranty_Date»</pre>	
Date of Execution by A-Lert	Printed or Typed Name
The Owner is obligated to execute the	The state of the s
Warranty using the proper number of	Title
signatures in accordance with the Owner's	Para San
internal rules and procedures. If only one	By:
signature is required, then leave the second signature block blank. If two signatures are required, then complete	Signature
the second signature block. If more than two signatures are required, then copy this signature page and furnish the proper	Printed or Typed Name
number of signatures.	Title
Owner should insert the date of execution	
of the Warranty regardless of the number	Date of Execution by Owner

of signatures which appear on behalf of

the Owner.

STANDARD FINISH HAWAIIAN BLUE SAHARA TAN CHARCOAL GREY

Color Selection Chart 20 - Year Limited Warranty Colors



A-Lert Building Systems www.alertbuildingsystems.com 800-210-5375 tel 830-643-1912 fax A-Lert Roof Systems www.alertroofsystems.com 800-344-0609 tel 830-643-1011fax

Any color may be available in either a Standard or Premium finish, and in any gauge, by special order only. Special order finishes or gauges may affect the price and delivery lead time.



Actual colors may vary slightly from the samples shown, and these colors may not match colors from other companies despite the color names being identical.

Film thickness on painted material is 1.0 mils nominal (\pm 0.2 mils) on the finish color, 0.5 mils nominal (\pm 0.1 mils) on the reverse side, and all thicknesses include primer.

All painted material has an off white, polyester wash coat on the reverse side.

Standard Finish denotes one of the following possible coating finishes used: polyester or WeatherX siliconized polyester coatings by Valspar.

Premium Finish denotes Fluropon coating as manufactured by Valspar containing Kynar 500 from Arkema or Hylar 5000 from Solvay Solexis.

For exact color match, please request actual color chip.

valspar



COLONY GREEN

RUSTIC RED

CRIMSON RED



FERN GREEN



BURNISHED SLATE

ASH GREY

STANDARD OR PREMIUM FINISH

PREMIUM FINISH

ASPEN WHITE



KONIG BLUE



HEMLOCK GREEN



CLASSIC GREEN



TERRA COTTA



TILE RED



DARK BRONZE



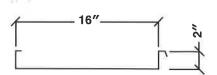
DORADO BROWN



KHAKI

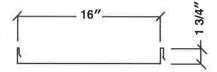
Panel Profile and Application Chart

Other panels maybe available upon customer request.



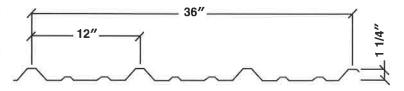
KR24 Standing Seam

Roofs, Walls and Vertical Facades - 24 and 22 ga. Available In: Flat, Striated and Pencil Ribbed



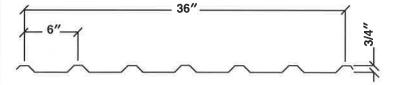
Snap Lock

Roofs, Walls and Vertical Facades - 24 and 22 ga.



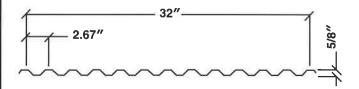
PBR - Purlin Bearing 'R'

Roofs, Walls, Facades and Soffits - 26 and 24 ga.



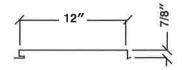
U - Purlin Bearing 'U'

Liners, Partitions and Soffits - 29, 26 and 24 ga.



D - Purlin Bearing 'D'

Roofs, Walls and Vertical Facades - 26 and 24 ga.



AL-12

Soffits and Walls - 26 and 24 ga. Available in: Flat, Single or Double Indent

Wall trim is available in both 24 and 26 ga.



"Covering America with Quality"

HAVE YOU BEEN THROWING YOUR MONEY AWAY ON ROOF REPAIRS?



A-LERT STANDING SEAM ROOF SYSTEMS have evolved with experience acquired from installing millions of square feet of metal roofing. A-Lert will design, engineer, manufacture and install a roof system to meet or exceed your local code and loading requirements.

"Covering America with Quality"

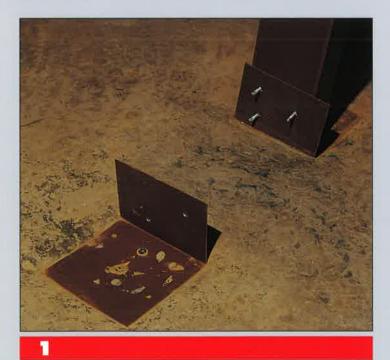
illions of dollars are spent every year for roof repairs and replacement. Much of this cost is unnecessary, resulting from poor installation and improper drainage. In the 1990's, building owners readily recognize that every dollar spent on maintenance takes away money that could be directed toward performing the primary functions of their business, school or church.

The A-Lert Standing Seam Roof System starts paying for itself the day it is installed. A-Lert's sloping roof and all metal components eliminate the principal causes of roof leaks and deterioration.

To solve these problems, A-Lert has designed a lightweight, pre-engineered sloped framing system for retrofitting existing roofs. The system attaches directly to the existing roof or its supporting structure to create the desired slope. This environmentally sensitive solution allows the old roof to remain in place, thus reducing disposal and landfill costs and improving insulation values.

A-Lert custom fabricates at the building site in order to ensure project quality. Continuous roof panels, roll formed at the jobsite, eliminate lap joints. The roof panels are attached to the framing system with floating clips which accommodate the normal expansion and contraction of the metal panels. The clips are concealed when the interlocking roof panels have been mechanically seamed together. Roof panels, wall panels, flashing, trim, gutters and downspouts are available in a variety of materials, gauges and architectural colors. Building owners can specify adding insulation to improve energy efficiency. A-Lert Standing Seam Roofs are a cost effective way to limit maintenance expenses and improve a building's appearance.

EASY INSTALLATION:





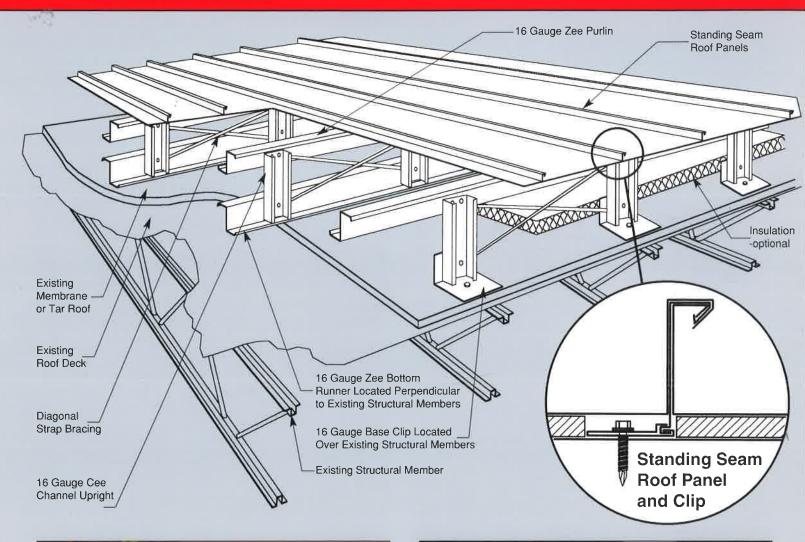
2

Base plates are anchored to the existing roof structure.



STANDING SEAM ROOF SYSTEMS

"Covering America with Quality"







Zee purlins are attached to Cee channels to create desired slope.

Cross bracing reinforces the completed framing.

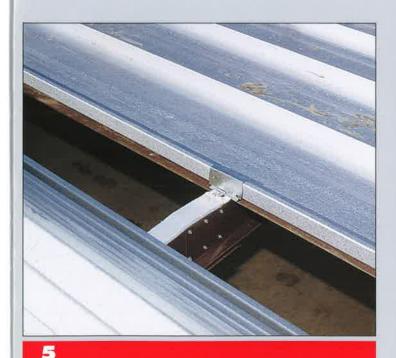
A-LERT Roof Features . . . And Benefits

FEATURES

- STEEL CONSTRUCTION
- **SLOPED FRAMING**
- **JOBSITE MANUFACTURING**
- **CONCEALED EXPANSION CLIP FASTENERS**
- LIGHTWEIGHT
- **PROFESSIONAL SUPPORT**
- **QUALITY AND EXPERIENCE**

BENEFITS

- Durability Longer life span
- Strength
- Eliminates ponding water
- Improves roof performance and appearance Reduces potential for structural collapse because of ponding water
- Corrects insufficient or improper drainage
- Continuous panels without horizontal lap joints
- Custom fit components
- Reduces investment by cutting out middlemen and added freight costs
- Helps eliminate screw penetrations
- Allows for thermal expansion and contraction
- Reduces additional dead load as compared to other systems
- Roof design, shop drawings, specification assistance, manufacturing, erection, and warranty are provided by A-Lert Roof Systems
- Customer satisfaction
- Reliability
- Long term savings
- Dependable warranty service







"Covering America with Quality"



ARKANSAS CITY MIDDLE SCHOOL

Arkansas City, Kansas

This retrofit project utilized Galvalume Standing Seam Roof panels. The project included prepainted trim and wall panels for a new fresh appearance.

AFTER

"For the first time in over twenty five years the middle school roof does not leak and the A-Lert Roofing System greatly improved the appearance of the building."

Jean Snell, Ed. D. Superintendent of Schools



STANDING SEAM ROOF SYSTEMS

"Covering America with Quality"

customer is our most important asset. He is not dependent on us—We are dependent on him. He is not an outsider in our business he is a part of it. We are not doing him a favor by serving him... he is doing us a favor by giving us the opportunity to do so.

Always feel free to contact us for your sales and service needs at

Your sales representative is:

1-800-344-0609 тх OR 1-800-264-6074 кs

A-Lert Roof Systems mission is: "To be the leader in our industry by promoting teamwork and the best customer service possible."

Neil Berry

President/A-Lert Roof Systems



FAX: 830-643-1912



NORTHBROOK, IL MELVILLE, NY SANTA CLARA, CA RESEARCH TRIANGLE PARK, NC

an independent, not-for-profit organization testing for public safety

	Date Issued 4-2-15
	UL File No. R18173
	Date Issued UL File No. R18173 Certificate No. 37
Centurion Industries, Inc.	
Company Name	
1107 N. Taylor Rd.	
Address	
Garrett, IN 46738	
City, State, Zip Code	
The above company is qualified under the Classific as capable of producing Metal Roof Deck Panels in The Certification Report is available from the above	cation and Follow-Up Service of Underwriters Laboratories Inc. n compliance with the requirements of the Certification Report. we mentioned company.
The above mentioned company is therefore auth	orized to display this Certificate with the forming machine as

The above mentioned company is therefore authorized to display this Certificate with the forming machine as representation that Metal Roof Deck Panels manufactured in accordance with the Certification Report are in compliance with the requirements established by Underwriters Laboratories Inc. This Certificate does not indicate proper application or use of the panels and does not apply to other material that may be fabricated or installed at the location where the panels are formed.

FIELD FORMED METAL ROOF DECK PANELS
CLASSIFIED BY
UNDERWRITERS LABORATORIES INC. ®
CLASS 90

AS SHOWN BY CONSTRUCTION NOS. 298, 482, 633 AND 639 SEE UL ROOFING MATERIALS AND SYSTEMS DIRECTORY 9R72

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Expiration Date of Certificate 10-2-15 (six months from date issued)	UL Representative Printed Name
Model No. of Forming Machine KR-24	on representative filmed refig
Serial No. of Forming Machine 8948	Jenny Lehmon
Signature of Company Representative	Signature of UL Representative
Authorized Panel Specifications:	Date
Width 16"/18" Height 2 in . Gauge 24	Grade ASTM A792 / A792 M-95

ASTM A792 / A792 M-95



NORTHBROOK, II MELVILLE, NY

SANTA CLARA, CA RESEARCH TRIANGLE PARK, NC

an independent, not-for-profit organization testing for public safety

	Date Issued	6/17/2015
	UL File No.	R18173
	Certificate No.	3
Centurion Industries, Inc.	_	
Company Name		
1107 N. Taylor Rd.		
Address		
Garrett, IN 46738		
City, State, Zip Code		

The above company is qualified under the Classification and Follow-Up Service of Underwriters Laboratories Inc. as capable of producing Metal Roof Deck Panels in compliance with the requirements of the Certification Report. The Certification Report is available from the above mentioned company.

The above mentioned company is therefore authorized to display this Certificate with the forming machine as representation that Metal Roof Deck Panels manufactured in accordance with the Certification Report are in compliance with the requirements established by Underwriters Laboratories Inc. This Certificate does not indicate proper application or use of the panels and does not apply to other material that may be fabricated or installed at the location where the panels are formed.

FIELD FORMED METAL ROOF DECK PANELS CLASSIFIED BY UNDERWRITERS LABORATORIES INC. [®] CLASS 90

AS SHOWN BY CONSTRUCTION NOS. 298, 482, 633 AND 639 SEE UL ROOFING MATERIALS AND SYSTEMS DIRECTORY 9R72

Expiration Date of Certificate	12/17/2015	
(six months from date issued) Model No. of Forming Machine	KR-24	
Serial No. of Forming Machine	7216	1
Signature of Company Representati	ive If su/Texas Ella	al-
Authorized Panel Specifications:		
Width 16"/18", Height 2		STM A792 / A792 M-9



NORTHBROOK, IL MELVILLE, NY SANTA CLARA, CA RESEARCH TRIANGLE PARK, NC

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Date Issued UL File No.	6/17/2015 R18173
Certificate No.	24
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	UL File No.

The above company is qualified under the Classification and Follow-Up Service of Underwriters Laboratories Inc. as capable of producing Metal Roof Deck Panels in compliance with the requirements of the Certification Report. The Certification Report is available from the above mentioned company.

The above mentioned company is therefore authorized to display this Certificate with the forming machine as representation that Metal Roof Deck Panels manufactured in accordance with the Certification Report are in compliance with the requirements established by Underwriters Laboratories Inc. This Certificate does not indicate proper application or use of the panels and does not apply to other material that may be fabricated or installed at the location where the panels are formed.

FIELD FORMED METAL ROOF DECK PANELS CLASSIFIED BY UNDERWRITERS LABORATORIES INC. [®] CLASS 90

AS SHOWN BY CONSTRUCTION NOS. 298, 482, 633 AND 639 SEE UL ROOFING MATERIALS AND SYSTEMS DIRECTORY 9R72

Expiration Date of Certificate 12 (six months from date issued)	2/17/2015
Model No. of Forming Machine	KR-24
Serial No. of Forming Machine	12219
Signature of Company Representative	9w/Texa/file below
Authorized Panel Specifications:	
Width 16"/18", Height 2 in.,	Gauge 24 , Grade ASTM A792 / A792 M-95
	ASTM A792 / A792 M-95



NORTHBROOK, II MELVILLE, NY SANTA CLARA, CA RESEARCH TRIANGLE PARK, NC

an independent, not-for-profit organization testing for public safety

	Date Issued	6/17/2015	
	UL File No.	R18173	
	Certificate No.	35	
Centurion Industries, Inc.			
Company Name			
1107 N. Taylor Rd.			
Address			
Garrett, IN 46738			
City, State, Zip Code			

The above company is qualified under the Classification and Follow-Up Service of Underwriters Laboratories Inc. as capable of producing Metal Roof Deck Panels in compliance with the requirements of the Certification Report. The Certification Report is available from the above mentioned company.

The above mentioned company is therefore authorized to display this Certificate with the forming machine as representation that Metal Roof Deck Panels manufactured in accordance with the Certification Report are in compliance with the requirements established by Underwriters Laboratories Inc. This Certificate does not indicate proper application or use of the panels and does not apply to other material that may be fabricated or installed at the location where the panels are formed.

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AS SHOWN BY CONSTRUCTION NOS. 298, 482, 633 AND 639 SEE UL ROOFING MATERIALS AND SYSTEMS DIRECTORY 9R72

Expiration Date of Certificate(six months from date issued)	12/17/2015
Model No. of Forming Machine	KR-24
Serial No. of Forming Machine	6427
Signature of Company Representative	Sow Teans Ille buler
Authorized Panel Specifications:	
Width 16"/18", Height 2 in., Gar	nge 24 , Grade ASTM A792 / A792 M-95



July 8, 2015

RE:

Centurion Industries, Inc. A-Lert Roof Systems Division

Surety Bond Program

To Whom It May Concern:

It is our pleasure to provide you with this reference letter on behalf of our client Centurion Industries, Inc. A-Lert Roof Systems Division in accordance with your prequalification process.

The surety company for Centurion Industries, Inc. A-Lert Roof Systems Division is Federal Insurance Company. Federal Insurance Company is a member of the Chubb Group of Companies and is a recognized leader in the surety industry. Federal Insurance Company is listed in the Federal Register Circular 570 with underwriting limits of \$1,342,970,000 with an A.M. Best Rating of A++.

Federal Insurance Company looks favorably on supporting projects for Centurion Industries, Inc. A-Lert Roof Systems Division with a single project range of \$20,000,000 and an aggregate work program of \$50,000,000. We would look favorably on supporting bonds at the request of our client; however, our support is conditioned upon completion of the underwriting process, including satisfactory review of contract documents, confirmation of financing and our ongoing review of the operational and financial capacity of Centurion Industries, Inc. A-Lert Roof Systems Division.

Please understand, this letter is not to be construed as an agreement to provide bonds for any particular project, but it is offered as an indication of our past experience and confidence in Centurion Industries, Inc. A-Lert Roof Systems Division. Any arrangement to provide final bonds is a matter between Federal Insurance Company and Centurion Industries, Inc. A-Lert Roof Systems Division, and we assume no liability to third parties if we do not execute said bonds.

We highly recommend Centurion Industries, Inc. A-Lert Roof Systems Division to you. They are well managed, financed and truly capable of meeting your requirements for this project. Should you have any questions in regards to this letter do not hesitate to call.

Sincerely,

KANSAS CITY SERIES OF LOCKTON COMPANIES, LLC

Mary T. Flanigan Account Executive, AVP

Surety Operations

D/M/WBE Certification

N/A

Felony Conviction

None

HUB Certification

N/A