LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
JIM BROWN & SONS ROOFING COMPANY, INCORPORATED

This Linking Agreement ("Agreement") is entered into as of this day of , 20 , between the City of Glendale, an Arizona municipal corporation ("City"), and Jim Brown & Sons Roofing Company, Incorporated, an Arizona Corporation, authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

A. On April 9, 2024, a member of the Mohave Cooperative Purchasing Agreement, entered into a contract with Contractor to purchase the goods and services described in Roof and Roofing Systems Contract No. 23L-JBSR-0419 ("Cooperative Agreement"), which is attached hereto as **Exhibit A**. The Cooperative Agreement allows its cooperative use by other governmental agencies, including the City.

B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.

C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.

D. The City wishes to contract with Contractor for supplies or services identical to those being provided to other units of government under the Cooperative Agreement. Contractor consents to the City's cooperative use of the terms and conditions of the Cooperative Agreement, and agrees to provide the supplies and services set forth in the Statement of Work appended hereto as **Exhibit B**.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement.

   A. As provided in the Cooperative Agreement, purchases can be made by governmental entities from the date of award, which was April 9, 2024, until the date the contract terminates on April 8, 2025, unless the term is extended by mutual agreement of the parties to the Cooperative Agreement. The Cooperative Agreement, however, may not be extended beyond Apil 8, 2029. The initial period of this Agreement is the period from the Effective Date of this Agreement until April 8, 2025.

   B. The City may extend the term of this Agreement for an additional four (4) years, renewable on an annual basis if the Cooperative Agreement is likewise extended and the City gives the Contractor notice that it is exercising its option to extend this Agreement 30 days prior to

the anniversary of the Effective Date. Glendale extensions are not automatic and shall only occur if the City affirmatively exercises its right to extend this Agreement.

2. Scope of Work; Terms, Conditions, and Specifications.

   A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as **Exhibit B**.

   B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

   A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as **Exhibit C**.

   B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed five hundred thousand dollars ($500,000) annually or two million five hundred thousand dollars ($2,500,000) for the entire term of the Agreement (initial term plus any extensions).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. No Boycott of Israel. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

9. Uyghur Forced Labor Prevention Act (UFLPA). Contractor certifies that it does not currently, and during the term of this Agreement, will not use:

   a. the forced labor of ethnic Uyghurs in the People's Republic of China;

   b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and

c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

10. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

11. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Mark Hannasch
6210 W. Myrtle Ave, Suite 111
Glendale, AZ 85301

and

JIM BROWN AND SONS ROOFING COMPANY, INCORPORATED
c/o Jessica Rudd
5537 N. 59th Ave
Glendale, AZ 85301

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

"City"

City of Glendale, an Arizona municipal corporation

By: _____
Kevin R. Phelps
City Manager

"Contractor"

Jim Brown & Sons Roofing Company, Incorporated, an Arizona Corporation

By: _____
Name: Jessica Rudd
Title: CFO

ATTEST:

_____
Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
JIM BROWN & SONS ROOFING COMPANY, INCORPORATED

EXHIBIT A
MOHAVE COOPERATIVE PURCHASING AGREEMENT CONTRACT NO. 23L-JBSR-0419
ROOF AND ROOFING SYSTEMS

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
JIM BROWN & SONS ROOFING COMPANY, INCORPORATED

EXHIBIT B
Scope of Work

In accordance with the terms and conditions of this Agreement and Mohave Cooperative Purchasing Agreement Contract No. 23L-JBSR-0419, the City is retaining Jim Brown & Sons Roofing Company, Incorporated, to install, repair, restore, service roofing and roofing systems on an as needed basis.

MOHAVE COOPERATIVE

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Click section title to be taken directly to that section. 4/5/18 EH

211 N 7th St, Kingman, AZ 86401 Phone: (928) 753-6945 Fax: (928) 718-3232 mesc.org

IFB # 23L-1221

Bid Date: December 21, 2023 at 3:00pm

Submitted by:

Jim Brown & Sons Roofing Co Inc.

5537 N 59th Avenue

Glendale, AZ 85301

JBS ROOFING
JIM BROWN & SONS ROOFING

ROC 061127, 082024, 198099, 287012

Industrial | Commercial | Residential | Maintenance

December 20, 2023

Mohave Educational Service Cooperative, Inc.

Attn: Michael Nentwig and Review Committee

211 N 7th Street

Kingman, AZ 86401

RE: Invitation For Bid 23L-1221

Dear Michael:

All of us at Jim Brown & Sons Roofing Co. Inc. would like to thank you for the opportunity to provide a submittal for the Roof and Roofing Systems bid. JBS Roofing has been performing roofing services statewide successfully for over 41 years and was a part of Mohave from 2009 – 2013, and 2018 thru the end of this year. This being our core business, we consider ourselves experts in the roofing industry.

A key to our success is employing highly knowledgeable personnel, providing superb customer service, and most important providing quality workmanship that we are proud to stand behind. We are very familiar with all of the problems of today's work force and we want you to know that we employ both a drug screening program and participate in the federal E-Verify program. In this manner, we ensure the most qualified and conscientious personnel to represent our company. Our desire for quality employees means quality performance in all our endeavors.

If we are awarded the contract for Roof and Roofing Systems, Chester Goldmeer and Scott Brown will be your dedicated Project Managers and Robert Dishmon will be your dedicated Operations/Production Manager. Once you review their qualifications, I feel you will be confident in their abilities to take care of all your roofing needs.

Thank you for considering Jim Brown & Sons Roofing Co Inc. as a vendor for this program again. We look forward to continuing our working relationship with the members of MESC.

Respectfully,

Jessica M. Rudd

CFO

JBS ROOFING
JIM BROWN & SONS ROOFING

MOHAVE COOPERATIVE

IFB # 23L-1221

TAB 1: Bid and Acceptance, Terms and Conditions, Scope of Work and Specifications Documents, Bid Bond, Bonding Capacity, Anti-Lobbying Certificate, USDA Form AD-1048

CONFIDENTIAL/PROPRIETARY SUBMITTALS

Any documentation marked as confidential or proprietary must be identified below. Any confidential or proprietary information NOT identified as instructed shall be deemed as non-confidential or non-proprietary.

- ***Pricing shall not be considered as confidential information.***
- ***Financial information after Tab 2d shall be considered as confidential information.***
- ***Your entire bid and any publicly known information or available shall not be considered as confidential/proprietary information.***

Confidential/Proprietary Submittals (mark one):

X No confidential/proprietary materials have been included with this bid.

_____ Confidential/proprietary materials have been included with this bid. Bidder shall identify below any portion of their bid deemed confidential or proprietary (see General Terms and Conditions 7. Confidential Information).

Note that any documentation marked as confidential or proprietary must be identified below. Any confidential or proprietary information NOT identified as instructed shall be deemed as non- confidential or non-proprietary.

The confidential/proprietary information identified below does not guarantee that disclosure will be prevented but that the item(s) will be subject to review by the bidder and Mohave prior to any public disclosure.

Jim Brown & Sons Roofing Co Inc.
Firm

SIGN HERE

Authorized Signature

JBS ROOFING
JIM BROWN & SONS ROOFING

MOHAVE COOPERATIVE

IFB # 23L-1221

TAB 1b: Amendments

No amendments were issued for this bid.

Some General Terms and Conditions may specify placement of information in tabs other than Tab 1c as noted in the title above. Pay close attention to placement information as indicated in select General Terms and Conditions.

1. ADVERTISING

Bidder shall not advertise or publish information concerning this solicitation prior to an award being announced by Mohave. After award, contract vendor(s) may advertise the availability of contracted products, materials, processes, and services to members. Any promotional marketing materials using the Mohave logo shall be approved by a Mohave Contract Specialist in advance.

2. AVAILABILITY OF FUNDS

Member fund availability is unknown to Mohave at the time this solicitation was issued. Use of any contract awarded by Mohave will be conditioned upon the availability of member funds.

3. BID OPENING

Bids shall be opened immediately following the bid due date and time. Unverified pricing will be publicly read and recorded in the presence of witness and available on OpenGov Procurement. All other information in the bids shall remain confidential until after award of contracts, with the exception of review by Mohave staff and selected evaluators.

4. CANCELLATION

4.1. Cancellation Process: The following requirements shall apply to all cancellation notices issued under an awarded contract:

a) A written notice of cancellation shall be sent to the contract vendor and the effective date of cancellation shall be the date specified within the written notice of cancellation.
b) Upon cancellation, all products, materials, processes, and services paid for by the member, along with documents, data and reports prepared by contract vendor under the contract shall become the property of the member.
c) Contract vendor shall be entitled to receive just and equitable compensation in accordance with applicable contract pricing for authorized work in progress, authorized work completed, and materials accepted before the effective date of the cancellation.
d) Cancellation shall have no effect on projects in progress prior to the effective date of the cancellation.
e) Contract vendor is obligated to continue submitting monthly reconciliation reports and administrative fee payments until all purchases are complete and closed.

4.2. Cancellation for bankruptcy or acquisition: Mohave reserves the right to cancel, or suspend the use of, any contract if contract vendor files for bankruptcy protection, or if the original contract holder is sold and ownership is transferred to a new party.

4.3. Cancellation for conflict of interest: In accordance with A.R.S. §38-511, Mohave may cancel the contract within 3 years after contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of Mohave is or becomes at any time while the contract, or an extension of the contract is in effect, an employee of or a consultant to any party to the contract with respect to the subject matter of the contract. The cancellation shall be effective when the contract vendor receives written notice of the cancellation unless the notice specifies a later time.

4.4. Cancellation for convenience: Mohave reserves the right to immediately cancel the contract without penalty or recourse, in whole or in part, when Mohave determines that action to be in the best interests of its members.

4.5. Cancellation for no or low-usage: Mohave may terminate any contract if members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period.

4.6. Cancellation for non-performance or contract vendor deficiency: Mohave reserves the right to cancel the whole or any part of this contract due to failure by contract vendor to carry out any obligation, term, or condition of the contract. Mohave may issue a written deficiency notice to contract vendor for acting or failing to act in any of the following:

a) Failing to comply with the accepted terms and conditions of the contract; or,
b) Providing material that does not meet the specifications of the contract; or,
c) Providing work and/or material that was not awarded under the contract; or,
d) Failing to adequately perform the services set forth in the scope of work and specifications; or,
e) Failing to complete required work or furnish required materials within a reasonable or specified amount of time; or,
f) Failing to make progress in performance of the contract and/or giving Mohave reason to believe that contract vendor will not or cannot perform the requirements of the contract; or
g) Failing to provide required performance bonds; or
h) Performing work or providing products, materials, processes, or services under the contract prior to receiving a Mohave reviewed member purchase order for such work.

Upon receipt of a written deficiency notice, contract vendor shall have ten (10) days to provide a satisfactory response to Mohave to adequately address all issues of concern. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this clause, all goods, materials, and work paid for by the member, along with documents, data and reports prepared by contract vendor under the contract shall become the property of the member.

4.7. Cancellation for replacement: Mohave reserves the right to cancel a contract awarded under this solicitation, if a new solicitation has been issued and a contract has been awarded to the same contract vendor for similar products, materials, processes, and services. Mohave may, at its option, either replace a contract resulting from this solicitation or delay a new award until the existing contract expires. The decision to delay or replace the contract rests solely with Mohave.

4.8. Contract vendor cancellation: Contract vendor may cancel this contract at any time upon thirty (30) days prior written notice to Mohave or at time of annual contract renewal (contract modification). Termination shall have no effect on projects in progress at the time the notice of cancellation is received by Mohave.

4.9. Continuation of performance: Contract vendor shall continue to perform in accordance with the requirements of the contract, up to the date of cancellation and as directed in the cancellation notice.

4.10. Gratuities: If Mohave determines that any contract vendor or an employee of the contract vendor has offered, conferred, or agreed to confer any personal gift or benefit on any employee of Mohave or a member employee who supervised or participated in the planning, recommending, selecting or contracting of the contract, in accordance with A.R.S. §15-213(O), Mohave may, by written notice, terminate the contract, in whole or in part. Officers, employees, and agents are prohibited from soliciting or accepting gratuities, favors or anything of monetary value from contractors or parties of subcontractors under an awarded contract. Paying the expenses of normal business meals shall be in accordance with each member's policy regarding gratuities. Samples as requested in the solicitation and provided to Mohave for demonstration or evaluation are not considered gratuities.

4.11. Contract vendor offerings: Mohave may, by written notice, terminate the contract in whole or in part, if Mohave determines that employment or a gratuity was offered or made by the contract vendor or a representative of the contract vendor to any officer or employee of the school district or school purchasing cooperative for the purpose of influencing the outcome of the procurement or securing the contract, an amendment to the contract, or favorable treatment concerning the contract, including making of any determination or decision about contract performance.

5. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

The captions, illustrations, headings, and subheadings in this solicitation are for convenience and ease of perusal only, and in no way define, limit, or describe the scope or intent of the request.

6. CERTIFICATION

By signing the *Bid and Acceptance Form* (page 2 of the IFB), bidder certifies the following:

a) Bidder has examined and understands the terms, conditions, scope of work, specifications, and other documents in this solicitation.

b) The submission of the bid did not involve collusion or other anticompetitive practices and that the bidder has taken steps and exercised due diligence to ensure that no violation of A.R.S. §15-213(O) had or will occur. Neither signatory nor any person on his behalf has connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of a contract under this solicitation.

c) Bidder 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 the submitted bid.

d) Neither bidder, nor any officer, director, partner, member or associate of bidder, nor any of its employees directly involved in obtaining contracts with the State of Arizona, Mohave Educational Services Cooperative, Inc., or any subdivision of the state, has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.

e) Bidder agrees to comply fully with any and all provisions of A.R.S. Title 32, Chapter 10 (Registrar of Contractors) that may regulate bidder's business.

f) Bidder shall not discriminate against any employee, or applicant for employment, in violation of federal and state laws (see Federal Executive Order 11246; and A.R.S. Title 41, Chapter 9, Article 4).

g) Bidder is not currently suspended, debarred or otherwise precluded from participating in any public procurement activity with any federal, state, or local government entity.

h) If awarded a contract, bidder agrees to promote, offer, and sell under Mohave contract, only those materials and/or services awarded to contract vendor by Mohave.

i) If awarded a contract, bidder shall provide the equipment, commodities, and/or services to members of Mohave in accordance with the terms, conditions, scope of work, specifications, and other documents of this Invitation For Bid.

j) If awarded a contract, bidder agrees that all staff and other individuals eligible to receive services shall have equal access to the services regardless of race, religion, color, sex, disability, age, or national origin (including language minority individuals).

k) Bidder and all proposed subcontractors comply and shall remain in compliance with the Federal Immigration and Nationality Act (FINA), all other federal immigration laws and regulations, A.R.S. §41-4401, and A.R.S. §23-214, which requires compliance with current federal immigration laws by employers, contractors, and subcontractors in accordance with the E-Verify employee eligibility verification program.

l) Bidder shall comply with A.R.S. §35-393.01 and certify that they are not currently engaged in, and agree that for the duration of the contract to not engage in, a boycott of Israel.

m) If applicable to the products and services offered under this contract, Bidder shall comply with current applicable requirements of Health Insurance Portability and Accountability Act of 1996 (HIPAA), and accompanying regulations. Contract vendor agrees to work with the member in the course of performance so that the member and contract vendor are in compliance with HIPAA.

n) Pursuant to A.R.S. § 35-394, by signing the *Offer and Acceptance Form* the bidder entering into a contract with Mohave certifies they do not use forced labor, or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China.

7. CONFIDENTIAL INFORMATION

7.1. Confidential information request: If bidder believes that its bid contains confidential trade secrets or other proprietary data not to be disclosed, a statement advising Mohave of this fact shall accompany the bid, and the information shall be so identified wherever it appears. Mohave shall review the statement and notify the bidder of their determination in writing whether the information shall be withheld or disclosed. Requests to deem the entire bid as confidential will not be considered.

7.2. Pricing: Mohave will not consider pricing to be confidential or proprietary.

7.3. Public record: All bids submitted in response to this solicitation shall become the property of Mohave. They will become a matter of public record available for review, subsequent to award of contract(s), with the exception of information deemed confidential by Mohave.

8. CONFIRMATION

If an apparent mistake in a bid, relevant to the award determination is discovered after opening and before award, Mohave shall contact the bidder for written confirmation of the bid. If bidder fails to act, the bidder shall be considered non-responsive.

Mohave may contact a bidder to confirm our understanding of the bid. Such contact shall be prior to award. Mohave shall obtain written confirmation from the bidder and shall retain the confirmation in the procurement file. Correction of mistakes in a bid shall only be allowed as described in Arizona procurement rules and code.

9. CONTRACT MANAGEMENT

9.1. Applicable law: The contract shall be governed by the laws of the State of Arizona, and suits pertaining to the contract may be brought only in courts in the State of Arizona.

9.2. Application of law: The Arizona Procurement Code, the Arizona State Board of Education School District Procurement Rules, and the Uniform Commercial Code (UCC) as adopted by the State of Arizona, are part of this document as if fully set forth herein. Any provision or clause required by law, rule, or regulation to be included in the contract will be read and enforced as if in the contract, whether or not physically included. If any such provision is not included, or is not correctly included, contract will be amended in writing to make such inclusion or correction upon application from either party to contract.

9.3. Arbitration: After exhausting applicable administrative review, the parties to this contract may agree to resolve disputes arising out of or relating to this contract through arbitration, to the extent allowed by law.

9.4. Assignment: Contract vendor agrees that if a contract is reassigned as part of an acquisition/merger, the contract vendor will notify Mohave once legally permissible. Mohave reserves the right to accept or reject any reassignment of an awarded Mohave contract. Mohave shall not unreasonably withhold approval of a contract transfer resulting from an acquisition/merger. Mohave shall notify the contract vendor of its decision within fifteen (15) days of receipt of written notification from contract vendor of the acquisition/merger.

9.5. Contract claims or controversies: The requirements of the Arizona procurement code, the Arizona State Board of Education, School District Procurement Rules shall govern any contract awarded as a result of this solicitation, as well as any contract claims or controversies associated with it.

Formal contract claims and controversies between a member and contract vendor shall be resolved in accordance with R7-2-1155 through R7-2-1159, or A.R.S., Title 41, Chapter 23, Article 9, as applicable. The member's authorized representative shall serve as the district representative for resolution of such claims and controversies. A.R.S., Title 41, Chapter 23, Article 9, and the rules promulgated under it, or R7-2-1155 through R7-2-1159, as applicable, provide the exclusive procedure for asserting a cause against the member under the contract.

9.6. Contract placed on hold: Mohave shall have the ability to place a contract on hold, if it is deemed necessary to address ongoing problems with an awarded contract. Details of the decision to place the contract on hold shall be provided in a written deficiency notice. A reasonable amount of time shall be provided to contract vendor to address issues in the written deficiency notice.

9.7. Modification of contract: An awarded contract may be modified for a variety of reasons. Contract modifications will be issued as deemed necessary by Mohave to address contractual issues that may arise. The contract modification will become effective upon agreement by contract vendor and Mohave.

9.8. Novation: If contract 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. Mohave reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contract vendor.

9.9. Order cycle overview:

One, or both, of the following order cycles will apply to an awarded contract. A sample reconciliation report will be provided to contract vendors who have been awarded a contract. Instructions for including purchase order, Pcard/credit card purchases, will be contained in that sample reconciliation report and email.

For Procurements made with purchase orders:

1. Member and/or contract vendor forwards purchase orders to Mohave that lists the contract number, along with a copy of detailed contract vendor quote. Vendor listed on the purchase order is contract vendor.
2. Mohave reviews and emails member order with "*MESC Reviewed*" stamp, to contract vendor and member.
3. Contract vendor provides product/services.
4. Contract vendor invoices member.
5. Member pays contract vendor.
6. Contract vendor sends monthly Reconciliation Report to Mohave, based on invoices paid.
7. Contract vendor remits administration fee monthly.
8. Mohave audits selected invoices.

For Procurements made with Pcards/credit card:

1. Member purchases directly from contract vendor using a Pcard/credit card and forwards a copy of detailed contract vendor quote to Mohave (if applicable).
2. Mohave reviews and emails contract vendor quote with "*MESC Reviewed*" stamp, to contract vendor and member (if applicable).
3. Contract vendor provides product/services.
4. Contract vendor invoices member (if not previously paid with Pcard/credit card).
5. Member pays contract vendor (if not previously paid with Pcard/credit card).
6. Contract vendor sends monthly Reconciliation Report listing Pcard/credit card transaction, invoice, or quotation to Mohave, based on Pcard/credit card purchases paid.
7. Contract vendor remits administration fee monthly.
8. Mohave audits selected Pcard/credit card purchases.

9.10. Overcharges by antitrust violations: Mohave maintains that overcharges resulting from antitrust violations are to be returned to the member. Therefore, to the extent permitted by law, contract vendor returns or credits to the member any and all claims for such overcharges as to the products, materials, processes, or services used to fulfill the contract.

9.11. Relationship of the parties: Vendors receiving contracts under this solicitation are independent contractors. Any party to the contract shall not be deemed to be the employee of another party to the contract.

9.12. Severability: The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

9.13. Successful performance: The sections of the solicitation defining the scope of services, requirements, or qualifications are not to be construed as a complete listing that exempts successful bidder from reasonable services required to ensure successful performance under the contract.

9.14. Title: Purchase orders placed under this contract are on behalf of Mohave's members. As such, title to goods passes directly from contract vendor to member.

9.15. User guide: If awarded a contract, contract vendor may be required to prepare a user guide that will assist members in using the contract. A template will be provided for successful contract vendors to create this user guide.

10. COOPERATIVE PURCHASING

10.1. Cooperative purchasing: This contract is based on the need for Mohave to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to members. Any bid that prohibits sales to specific types of members (e.g., state agencies or local government units) may not be considered. Sales without restriction to any members are preferred.

10.2. Cooperative purchasing agreements: Cooperative Purchasing Agreements between Mohave and its members have been established under Arizona procurement rules and code for use of contracts.

10.3. Most favored customer relationship: Nothing in this solicitation is intended to establish a most favored customer relationship between Mohave and contract vendor. Contract vendor may respond to any solicitation without regard to this contract. Bidder agrees all prices, terms, warranties, and benefits granted by bidder to members through this contract are comparable to or better than the equivalent terms offered by bidder to any present customer meeting the same qualifications or requirements. If contract vendor offers lower prices to any of its other customers, it may lower its prices to Mohave at the same time by written notice and approval.

10.4. Eligible agencies: Any contract awarded from this solicitation shall be available to all Mohave members. Members shall have a current signed Mohave Cooperative Purchase Agreement. Member is defined as a local or public procurement unit, or a governmental public entity that is a political subdivision for purposes of federal income tax, or a nonprofit educational or public health institution that is a political subdivision for purposes of federal income tax or meets the requirements of §115 of the Internal Revenue Code. Mohave has approximately 470 members throughout Arizona. A list of members may be found on Mohave's website, www.mesc.org. Actual use of any contract shall be at the sole discretion of Mohave's members.

11. ESTIMATED QUANTITIES

Mohave anticipates considerable activity resulting from this solicitation. An estimate of purchases is provided in the Scope of Work (page 7) of the requested materials or services. However, no commitment of any kind is made concerning quantities to be acquired. Mohave does not guarantee usage. Usage depends on the actual needs of members and marketing by contract vendor.

12. EVALUATION and AWARD

12.1. Basis of award: Award(s) will be made to the responsive and responsible bidder(s) whose bid(s) is (are) determined in writing to be the low responsive and responsible bid or bids. Mohave reserves the right to use model projects/market baskets to determine the ranking of bids. It is Mohave's intent to award a complete line of products, when possible and advantageous.

12.2. Exceptions/deviations to requirements: All requested exceptions/deviations must be clearly explained. Unacceptable exceptions/deviations shall remove your bid from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions/deviations and Mohave's decision shall be final.

12.3. Formation of contract: A response to this solicitation is an offer to contract with Mohave based upon the requirements contained in this solicitation. A bid does not become a contract unless and until Mohave accepts it. A contract is formed when a Mohave administrator signs the award document.

12.4. Effect of price: No contract shall be awarded solely on the basis of price.

12.5. Multiple award: To assure that our contracts meet the requirements of all members, Mohave may award multiple contracts. Bidder should consider this fact in preparing their response. The decision to award multiple contracts, award a single contract, or make no award rests solely with Mohave.

A multiple award shall be made only if the procurement officer determines in writing that a multiple award is necessary and is advantageous to Mohave members. A multiple award shall be limited to the least number of contracts necessary to meet the requirements of the using agencies. Mohave shall make the sole determination of the least number of contracts required to meet the need. Mohave's basis for determining whether to award multiple contracts shall be based upon considerations for the large number of members, diverse types of members, location of members throughout Arizona and members' past usage of similar contracts.

Criteria for selecting vendors for multiple contracts shall be based upon considerations for members' experience with existing products and systems, brand continuity for parts replacement and future expansion, contract vendor's ability to provide for our large, diverse membership, bonding capacity, Mohave's past experience with contracts for similar product/services, and/or other relevant criteria. Multiple contracts may also be awarded based on individual line items or groups of line items, incrementally, or by designated regions.

12.6. Non-exclusive contract: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of Mohave's members. Mohave and its members reserve the right to obtain like goods and services from other sources.

12.7. Past performance information: Past Performance Information (PPI) is relevant information regarding a contract vendor's actions under previously awarded contracts to public agencies. It includes contract vendor's record of performance under such contracts including, but not limited to: conformance to the terms, conditions, specifications, and scope of work of the contracts, responsiveness to, and correction of, contract claims and controversies, and satisfaction of the contracting entities. PPI shall be a factor in evaluation and award.

12.8. Price workbook: All bidders must complete the 23L Roof and Roofing Systems workbook titled **"23L Roof and Roofing Systems WB.xlsx"**. **Failure to complete and submit the 23L Roof and Roofing Systems workbook shall render your bid nonresponsive.** The response to the pricing workbook shall be submitted in the original unlocked Excel format, along with any price files, pricelists, and/or catalogs (as applicable) uploaded to OpenGov Procurement. In addition, a PDF copy of the Summary Sections 1-6 worksheets shall be submitted after Tab 3a with your bid. If awarded a contract, all future pricing updates shall be based on the electronic workbook, or similar approved format.

12.9. Pricing extension errors: In case of error in extension of prices in the bid, unit prices shall govern.

12.10. Responsible bidder: A responsible bidder is a firm or person who at the time of contract award has the capability to perform the contract requirements and the integrity and reliability that will assure good faith performance. Mohave shall determine a bidder to be responsible before awarding a contract to bidder.

12.11. Responsive bids: A responsive bid conforms in all respects to the material requirements of the solicitation. Bids must be responsive to receive award consideration. Mohave reserves the right to waive minor informalities.

13. FEDERAL and STATE REQUIREMENTS

13.1. Affordable Care Act requirements: Contract vendor understands and agrees that it shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). Contract vendor shall bear sole responsibility for providing health care benefits for its employees who provide services to the member as required by state or federal law.

13.2. Audit rights: In accordance with applicable Arizona law, contract vendor's and subcontractor's books and records related to this contract may be audited at a reasonable time and place, for five years after completion of the contract.

13.3. Clean Air Act, Clean Water Act and Environmental Protection Agency Regulations: Contract vendor and its subcontractors shall comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act, section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency regulations (7 CFR 3016.36 (i) (12)). This shall only apply to federally funded projects subject to the Clean Air Act, Clean Water Act and current applicable EPA regulations when notified by member.

13.4. Compliance with federal and state requirements: Contract vendor agrees, when notified by member, when working on any federally assisted projects with more than $2,000 in labor costs, to comply with the Contract Work Hours and Safety Standards Act, the Davis-Bacon Act, the Copeland "Anti-Kickback" Act, the Housing and Urban Development Act of 1968, the Equal Opportunity Employment requirements as amended by Executive Order. In such projects, contract vendor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files.

In addition, to comply with the Copeland Act, contract vendor must submit weekly payroll records to the member. Contract vendor must keep records for three years and allow the federal grantor agency access to these records, upon demand.

Contract vendor also agrees to comply with State of Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on any projects funded with federal grant monies, when notified by member, contract vendor agrees to comply with the administrative requirements for grants and cooperative agreements to state, local and federally recognized Indian tribal government contract provisions.

The forms listed below are incorporated by reference into this solicitation and any resultant contract.

a) HUD-5369, Instructions to Bidders for Contracts, Public and Indian Housing Programs
b) HUD-5369-A, Representations, Certifications, and Other Statements of Bidders, Public and Indian Housing Programs
c) HUD-5369-B, Instructions to Offerors Non-Construction
d) HUD-5369-C, Certifications and Representations of Offerors Non-Construction Contract
e) HUD-5370, General Conditions of the Contract for Construction
f) HUD-5370-C1, General Conditions for Non-Construction Contracts Section 1 (With or Without Maintenance Work)
g) HUD-5370-C2, General Conditions for Non-Construction Contracts Section 1 (With Maintenance Work)

For federally funded projects only, the requirements of an applicable form shall supersede conflicting requirements in this solicitation. The forms may be accessed via HUDClips (http://www.hud.gov).

13.5. Compliance with workforce requirements and eligibility: Pursuant to A.R.S. §41-4401, contract vendor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with A.R.S. §23-214 subsection A, which states, "…every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program." [To register for E-Verify, go to: https://www.e-verify.gov/employers/enrolling-in-e-verify

Mohave and its members reserve the right to confirm compliance. Mohave and/or Mohave members may request verification of compliance and request to inspect the papers from any contract vendor or subcontractor performing work under this contract. Should Mohave or its members suspect or find that the contract vendor or any of its subcontractors are not in compliance, Mohave may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the contract for default, and suspension and/or debarment of the contract vendor. All costs necessary for compliance are the responsibility of the contract vendor.

13.6. Davis-Bacon wage decisions: For federally funded projects subject to the Davis-Bacon Act, the member shall specify the applicable Davis-Bacon wage decision, prior to the contract vendor providing a firm price quotation for the proposed project. The wage decision shall be identified by the WD Number, modification number, and date of the wage decision. Davis-Bacon wage decisions may be accessed via www.wdol.gov or by requesting a copy from the member.

13.7. Energy Policy and Conservation Act: Contract vendor and its subcontractors shall comply with mandatory standards and policies relating to energy efficiency (7 CFR 3016.36 (i) (13)). This shall only apply to federally funded projects subject to current applicable energy policies and the Energy Conservation Act, when notified by member.

13.8. Negotiations: In the event only one bid is received, or no other price comparison is available for review, the following federal requirement shall apply: *2 CFR 200.324 (b): the non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.*

Mohave shall not conduct other negotiations outside of this requirement.

13.9. Non-compliance: All federally assisted contracts with members that exceed $10,000 may be terminated by the federal grantee for noncompliance by contract vendor. In projects that are not federally funded, bidder must agree to meet any federal, state, or local requirements, as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

13.10. Offshore performance of work prohibited: Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the state shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

13.11. Procurement of recovered material: Contract vendor and its subcontractors shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, as stated in 2 CFR 200.323.

13.12. Prohibition on certain telecommunications and video surveillance services or equipment for procurements under federal grant funding: Contract vendor and its subcontractors shall comply with provisions as described in § 200.216 and Public Law 115-232, section 889 for prohibition on certain telecommunications and video surveillance services or equipment to procure or obtain, extend or renew or enter into a contract to procure or obtain equipment, services or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system as described in Public Law 115-232, section 889.

13.13. Rights to inventions: Rights to inventions made under a contract or agreement as specified under Appendix II to 2 CFR shall apply for federally funded projects.

13.14. Subcontracts: Prime Contractor, if subcontracts are to be let, will allow all business to have an equal opportunity to sign up as a prospective bidder for work assigned under this contract.

13.15. Terrorism country divestments: In accordance with A.R.S. §35-392, Mohave and its members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contract vendor warrants compliance with the Export Administration Act.

13.16. Compliance to federal solicitation requirements:

a) Bidder certifies that all pricing in their bid has been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor certification regarding non-collusion.

b) Bidder agrees to comply fully with U.S. Department of Agriculture, the Arizona Department of Education, U. S. Accounting Office, or any of their duly authorized representative to allow access to any books, documents, papers, and records of the bidder, which are directly pertinent to the specific contract, for the purpose of audits, examinations, excerpts, and transcriptions. Additionally, the bidder shall provide all documents as necessary for the independent auditor to conduct the school food authority (SFA) single audit (if applicable). In the event of any unresolved audit findings, the records shall be retained beyond the five (5) year period for as long as required for resolution of these issues raised by the audit.

c) Bidder agrees to comply with all mandatory standards and policies relating to energy efficiency as cited in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

d) Bidder shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR Part 60-30.

e) Bidder shall comply with the following civil rights laws as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Department of Agriculture regulations on nondiscrimination 7 CFR 210.23 (b); Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and the FNS Instruction 113-6; "Civil Rights Compliance and Enforcement in School Nutrition Programs".

f) Bidder shall comply with the provisions of the Consumer Product Safety Act.

g) Bidder shall disclose all discounts, rebates, allowances, and incentives received by the bidder from its suppliers. If the bidder receives a discount, rebate, allowance, or incentive from any supplier, the bidder shall disclose and return to the SFA, (if applicable), the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the SFA. The bidder shall identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the SFA for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit according to 7 CFR 210.21(f)(1)(iv).

h) Bidder shall agree no expenditure may be made from the nonprofit school food service account for any cost resulting from a procurement failing to meet the requirements for prohibited expenditures or as required in 7 CFR §210.21(f)(2).

i) Prime Contractor, if subcontracts are to be let, will allow all business to have an equal opportunity to sign up as a prospective bidder for work assigned under this contract.

j) The contract vendor shall provide products to the maximum extent practicable, domestic commodities or products in accordance with 200.322 (Domestic preferences for procurement), as applicable, 7 CFR 210.21(d), (Buy American Provision). The contract vendor shall provide to the maximum extent practicable, domestic agricultural commodities or products substantially processed in the United States. "Substantially" means the final processed product contains over 51% domestically grown agricultural commodities or produced.

14. FORCE MAJEURE

Except for payments of sums due, neither party shall be liable to the other, nor be deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence, including, but not limited to the following: acts of God (e.g., fire, flood, snow, earthquakes, tornadoes, violent winds, hail storms); acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring it notifies the other party of the existence of the force majeure, and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the contract. Force majeure shall not include late deliveries of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences. If either party is delayed at any time by force majeure, the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours.

15. INDEMNIFICATION

15.1. General indemnification: To the extent permitted by law, Mohave and its members shall be indemnified and held harmless by contract vendor for its vicarious liability as a result of entering into this contract. Each party to the contract is responsible for its own negligence. Contract vendor agrees to save and hold harmless Mohave and/or its members from any and all liability for loss or damage to persons or property arising out of the work required by the contract. Contract vendor further agrees to waive any right of recovery against Mohave and/or its members for damage to the property of contract vendor, whether caused by negligence on the part of Mohave and/or its members or otherwise. This provision includes specifically the waiver of right of recovery against Mohave and/or its members for damage to property under contract and not yet formally accepted by member even though said property at the time of loss may be occupied, in whole or in part, by member.

15.2. Modification by member: Contract vendor shall have no obligation with respect to any patent and copyright infringement claim based upon member's modification of the equipment and/or software, or its operation or use with apparatus, data or programs not furnished by contract vendor. However, one member's action will not preclude contract vendor's obligation to members who have not modified their equipment or software.

15.3. Patent and copyright indemnification: To the extent permitted by law, contract vendor shall indemnify and hold harmless Mohave and its members against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of contract performance or use by Mohave and its members of materials furnished or work performed under this contract. Mohave and its members shall reasonably notify contract vendor of any claim for which it may be liable under this paragraph.

16. LICENSES

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

17. BID ACCEPTANCE PERIOD/WITHDRAWAL

17.1. Late bids: Except as authorized by Arizona procurement rules and code, late bids shall not be considered. Bidder shall be responsible for all shipping costs when requesting the return of a late bid.

17.2. Withdrawal of bid: A bidder may withdraw a bid in writing at any time before bid opening if the withdrawal is received before the bid due date and time at the location designated in the Invitation for Bids for receipt of bids. After the opening time and date, bids may not be withdrawn, except as allowed by Arizona procurement rules and code.

18. ORDER OF PRECEDENCE

In the event of a conflict in the provisions of the contract as accepted by Mohave, the following order of precedence shall prevail:

1. Special terms and conditions
2. General terms and conditions
3. Scope of work and specifications
4. Attachments and exhibits
5. Documents referenced or included in the solicitation

19. ORDERING CYCLE

19.1. Acceptance of orders: This contract is for the sole use of Mohave and its members. All quotations provided to members must be based on prices in the contract and include the correct Mohave contract number. Contract vendor may only refuse a Mohave reviewed order under this contract after providing written documentation acceptable to Mohave describing the circumstances that warrant refusal. Improper documentation and/or frequent refusals may result in contract cancellation. Mohave may require the contract vendor to reject any purchase orders received from members based on this contract that may not comply with Mohave's rules, processes, or standards.

19.2. Audit of contract activity: Mohave will audit some of the invoices related to this contract. The contract vendor agrees to provide all documentation necessary for Mohave to audit purchases made under contract, including invoices and credits issued to members, in a timely fashion.

19.3. Contract vendor contacts: Contract vendor agrees to assign only one contact person for each of the following: accounting, audit, contract administration, escalation, main member contact, open order/status report, and reconciliation. These contacts may be the same person, with the exception of the escalation contact. The name(s) of the contact persons will be provided to Mohave.

19.4. Open order and status reports: Mohave will send contract vendor open order reports on a periodic basis and status reports upon request. Contract vendor agrees to reply to information requests in a timely fashion.

19.5. Orders in process: Member purchase orders dated on or before the contract cancellation and/or expiration date, will be processed and are considered valid until order fulfillment, or cancellation by the member. Any such order must be in the possession of Mohave within a reasonable amount of time. Acceptance of such orders shall be at the sole discretion of Mohave.

19.6. Purchase verification: It is the member's independent responsibility to verify that quotations and purchase orders comply with the terms of the awarded contract.

19.7. Quotations: Quotations with no end date are considered invalid after sixty (60) days from the issue date.

20. PAYMENT

20.1. Contacting member about payment: Contract vendor may contact member for payment for a product or service delivered to the member under the contract. Such contact shall be professional and courteous.

20.2. Contract vendor invoice: All invoices shall list the applicable member name, purchase order number and Mohave contract number. Contract vendor will invoice members directly. All transactions are payable in U.S. currency only. Contract vendor shall invoice member after delivery of goods and/or services. Goods and services shall be invoiced at applicable contract prices, which include Mohave's 1% administration fee.

Mohave's administration fee is included in the invoice amount paid by the member. Contract vendor shall remit administration fee to Mohave monthly. Administration fee shall be calculated at .0099 of the subtotal amount. The Mohave administration fee shall not be calculated on ancillary charges (e.g., performance bonds, shipping, transaction privilege tax, transportation charges, mileage, lodging, meals, and incidental expenses (M&IE), permits).

20.3. Contract vendor payment: Member shall issue payment to contract vendor after receipt of invoice.

20.4. Correct invoicing: Contract products and/or services may not be invoiced greater than the purchase order. If incorrect invoices are discovered, contract vendor must correct invoices resulting in excess charges, no matter the cause of the error. Any excess payment must be returned to member within the time allowed by law, in the form of a check or credit memo, as determined by the member.

If a member is invoiced at less than contract prices, contract vendor will invoice the member for the difference unless Mohave approves the undercharge.

If contract pricing in effect on the contract has gone down between the time of the order and the invoice date, contract vendor may invoice at the current contract price.

20.5. Credit hold: Contract vendor agrees to advise Mohave's Procurement Manager within five (5) days if member(s) are placed on credit hold.

20.6. Payment time: Payment terms are net thirty (30) days from receipt of contract vendor's invoice.

20.7. Prepayment: In accordance with the Uniform System of Financial Records and A.R.S. §15-905(N), prepayments may be requested on items that normally require prepayment in order to be procured or to receive a discounted price. Items not meeting these prepayment specifications may be paid only after receipt of goods and services.

20.8. Progress payments: Members may make progress payments under the following conditions: 1) Member and contract vendor agree to the terms of the progress payments prior to issuing a purchase order; 2) member accepts responsibility for verifying the validity of each payment application; 3) payments are made only after goods and/or services are verified; and 4) any such payments are made in full compliance with member's local governing entity rules and any and all other applicable state rules and regulations.

20.9. Quick pay discounts: Quick pay discounts may be offered to members, provided they have received the materials or services, and that such discounts are available equally to all members. Mohave must approve such discounts in writing and before they are offered to members.

20.10. Reporting and payment of administration fees to Mohave: The contract vendor agrees to provide a Reconciliation Report detailing activity under the contract, and payment for Mohave administration fees for invoices paid or Pcard/credit card transactions made in the previous month.

Purchases made with purchase orders: Items in the report must include member names, PO numbers, amounts, administration fees, invoice numbers, invoice dates and credit/return information for all invoices paid in the prior month.

Purchases made with Pcard/credit cards: The report must be identified as Pcard/credit card when submitted. Items in the report must include member names, notation that the purchase was made with a Pcard/credit card, date of transaction, job number designation, amounts, administration fees, invoice numbers (if applicable), invoice dates (if applicable) and credit/return information for all invoices paid in the prior month. An electronic copy (e.g., PDF) of the detailed Pcard/credit card sales receipt, invoice, or quotation shall be provided for review.

The payment and reconciliation report are due ~~as~~ per a schedule agreed upon by Mohave and contract vendor. The initial due date shall be the **10th, 15th, 20th, 25th or 30th** of the following month and will be specified, if awarded a contract, in the award notification letter. If no invoices were paid under the contract in the previous month, the contract vendor will provide notice of no activity. A sample reconciliation report will be made available upon award of contract.

Contract vendor shall make Mohave administration fees payable to **Mohave Educational Services Cooperative, Inc.** Payment details shall be provided to the contract vendor, if awarded a contract.

21. PREPARATION OF BID and BID FORMAT

21.1. Modification of bid: A bidder may modify a bid in writing at any time before bid opening if the modification is received before the bid due date and time at the location designated in the invitation for bids for receipt of bids.

21.2. Bid forms: The forms and format contained in the solicitation shall be used. Bidders may reproduce the forms and retype the information, but all of the required information must be presented in the tab order requested.

21.3. Bidder responsibility: Bidder shall examine the entire solicitation, seek clarification on any item or requirement that is unclear, and check all responses for accuracy before submitting bid. Failure to examine any requirements shall be at bidder's risk. Negligence in preparing a bid confers no right of withdrawal after due date and time.

21.4. Cost of bid preparation: Mohave will not reimburse the cost of developing, presenting, or providing any response to this solicitation.

22. PRODUCT LINES

22.1. Current products: Bids shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the bid is submitted.

22.2. Discontinued products: If a product or model is discontinued by the manufacturer, contract vendor may substitute a new product or model. The replacement product shall meet or exceed the specifications and performance of the discontinued model and the discount shall be the same or greater than the discontinued model. All replacement products or models shall be approved by Mohave.

22.3. New products/services: New products and/or services that meet the scope of work may be added to the contract. New products/services must be submitted and approved by Mohave, prior to being offered to member. Contract vendor may add product lines to an existing contract if the line is supplementing products on contract, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Mohave may require additions to be submitted with documentation from members demonstrating an interest in, or a potential requirement for, the new product or service. Mohave has the right to approve or reject any additions.

22.4. Options: Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22.5. Product line: Bidders with a published catalog may submit the entire catalog. Mohave reserves the right to select products within the catalog for award without having to award all contents. Mohave may reject any addition of equipment options without cause.

23. PROSPECTIVE BIDDERS REGISTRATION

Any vendor not responding to two (2) consecutive solicitations for similar procurements may be removed from the prospective bidders list for those items or services. A "no bid" response or request to remain on the list is sufficient to keep a vendor on the Prospective Bidders Registration.

24. PROTESTS

Protests shall be filed with the Executive Director (the District Representative), and shall be resolved in accordance with Arizona procurement rules and code, A.R.S., Title 41, Chapter 23, Article 9 (https://www.azleg.gov/arstitle) and State Board Rules R7-2-1001 through R7-2-1196 (https://azsos.gov/rules/arizona-administrative-code). *A protest must be in writing and must be filed with the Executive Director, (Lari Staples, CPPO), by email at protests@mesc.org.* The interested party shall coordinate with the author of the solicitation for delivery of the protest documents. Protests based upon alleged improprieties in a solicitation shall be filed before the due date and time for responses to the solicitation. The interested party shall file the protest within ten (10) days after Mohave makes the procurement file available for public inspection. Reservations need to be made in advance for any live public inspection of documents. Refer to the Mohave Contract Specialist's contact information on page 1 of this Invitation for Bid. A protest filed on the tenth day must be received by 5:00 p.m., local Arizona time. The interested party may file a written request for an extension. The written request shall be filed before the time limit specified above and shall set forth good cause as to the specific action or inaction of Mohave that resulted in the interested party being unable to file the protest before the time limit specified above.

A protest shall be in writing and shall include the following information:

- The name, address, and telephone number of the interested party;
- The signature of the interested party or the interested party's representative;
- Identification of the solicitation by contract number;
- A detailed statement of the legal and factual grounds of protest including copies of any relevant documents;
- The form of relief requested.

Should Mohave prevail in an appeal of a decision issued by the Executive Director, appellant waives any objection to the hearing officer awarding Mohave its reasonable attorney's fees and costs along with the costs for the hearing.

25. RIGHT TO ASSURANCE

Whenever one party to the contract has a good faith reason to question the other party's intent to perform, they may demand that the other party give written assurance of its intent to perform. If a demand is made and no written assurance is given within ten (10) days, the demanding party may treat this failure as an anticipatory breach of the contract.

26. SAFETY STANDARDS:

Materials supplied under the contract shall comply with current applicable Occupational Safety and Health Standards of the Arizona Industrial Commission, National Electric Code, and National Fire Protection Association Standards.

27. SHIPPING

27.1. Shipping terms/transfer of title: Shipments shall be F.O.B. destination. Title and risk of loss of material shall not pass to member until member receives the material at delivery point.

27.2. Shipment under reservation: Contract vendor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.

27.3. Shipping charges: Prices that include shipping to any location in Arizona, delivered to the specific receiving point identified in the purchase order, are preferred. If shipping is charged, it shall be that member is not charged more than the actual invoiced amount for shipping and is prepaid by the contract vendor (PP&A). It is the member's responsibility to confirm shipping charges under the contract.

27.4. Shipping errors/risk of transportation: Shipping errors will be at contract vendor's expense. If contract vendor ships a product that was not ordered, contract vendor shall pay for return shipment at the convenience of the member. All risk of transportation and all related charges shall be contract vendor's responsibility. Contract vendor shall file all claims for visible or concealed damage. Member will notify contract vendor promptly of any damaged goods and shall assist contract vendor in arranging for inspection.

28. SUSPENSION OR DEBARMENT STATUS

Bidder shall include a letter in its bid notifying Mohave of any debarment, suspension or other lawful action taken by any federal, state, or local government within the last five years that precludes bidder or its employees from participating in any public procurement activity. Such letter shall provide name and address of the public procurement unit, effective date, duration, and relevant circumstances of the suspension or debarment. Failure to supply such letter or not disclose all pertinent information shall result in cancellation of any contract. **Letter shall be placed after Tab 1a.**

29. TAXES

29.1. Federal Excise Tax: Most members are exempt from paying Federal Excise Tax.

29.2. Payment of taxes: Member is responsible for payment of all taxes listed on the invoice. Contract vendor is responsible for collecting such taxes and shall forward all taxes to the proper revenue office. All applicable taxes must be listed as a separate item on all invoices and will be paid by member issuing the purchase order.

29.3. Property taxes: Arizona public agencies may not pay state property taxes. (Arizona Constitution, Article 9, Section 2).

29.4. Reservation or tribal tax: If goods or services are subject to reservation or tribal tax, contract vendor shall include such taxes as a separate item on the original invoice to the member.

29.5. Transaction Privilege Tax (Sales Tax): Members may be liable for Arizona Transaction Privilege Taxes, which may include state, county, and city taxes. Contract vendor is responsible for charging taxes correctly.

29.6. Taxes on construction: Contract vendors for construction-related projects must follow the latest tax requirements as described in current Arizona Administrative Code and Department of Revenue transaction privilege tax procedures.

30. TIME (DEFINITION OF)

Periods of time, stated as a number of days, shall be in calendar days, not business days.

1. BID SECURITY

1.1. Bid security requirement: School procurement rules [R7-2-1102 (A)] and as applicable in A.R.S. §34-608 and §41-2573, require that all competitive sealed bidding for construction have bid security, if the amount of the construction contract will exceed the amount established by A.R.S. §15-213(A). Bid security as a percentage of the bid amount is unacceptable, as this is a term contract with no specific bid amount. Bid security must be in the amount stated in the **Special Term and Condition 2.1: Bid Bond**.

1.2. Form of bid security: Acceptable bid security for this IFB will be a certified check, or an annual or one time bid bond underwritten by a surety company licensed to issue bid bonds in Arizona [R7-2-1102 (B, C), A.R.S. §34-608 and §41-2573]. Bid security may be provided using the form found in this IFB, with the principal being the prime contractor and the Oblige being Mohave Educational Services Cooperative, Inc. An agent of your licensed bonding agency shall sign the bond. If the original bond is not signed and/or has conflicting information, it shall render your bid nonresponsive.

2. CHANGE ORDERS

2.1. Adherence to specifications and drawings: The contract vendor shall follow the requirements of all specifications and drawings as closely as actual construction and work of contract vendors shall permit. Should existing conditions or limitations require a major change or rearrangement, the change shall be allowed only upon issuance of a written change order.

2.2. Change order requirement: Member and contract vendor shall establish a procedure for identifying and approving changes to the work. Member shall notify Mohave of any change that revises the cost of the project. Contract vendor shall not begin the revised work prior to receipt of the Mohave reviewed member change order.

Contract vendor agrees to follow all applicable rules and regulations for any change orders, including R7-2-1005 and as applicable in A.R.S. §41-2552.

Change orders shall be properly documented in writing. Minor changes mutually agreed between the member and the contract vendor that do not involve compensation may be made without informing Mohave.

2.3. Costs for changes associated with improper checking or coordination: The cost of any change in construction due to improper checking of site and/or other conditions, or coordination by contract vendor, shall be borne by the contract vendor, and the contract vendor shall not be entitled to reimbursement for such costs.

3. CONSTRUCTION CONTRACTS

3.1. Compensation: Compensation for received goods, terms of progress payments, and a schedule of payments shall be described in the purchase order. The agreement shall state that Mohave will not be responsible for any late fees due the contract vendor by the member.

3.2. Member delays: As required by A.R.S. §15-213 (D), the contract vendor shall negotiate with member for the recovery of damages related to expenses incurred by the contract vendor for a delay for which the member is responsible, which is unreasonable under the circumstances, and which is not within the contemplation of the parties to the contract between the two parties. Any such negotiations shall not void any provisions between the parties that require notice of delays, provide for arbitration or other procedure for settlement or provides for liquidated damages.

3.3. Construction contract requirement: In any contract between the contract vendor and a member based on this contract, the terms and conditions of this contract shall prevail. In any contract between the member and the contract vendor, the scope of work shall include all specifications, drawings, and other official documents. All applicable codes around which the contract is made shall be included, as will any technical specifications and general conditions. The contract vendor shall acquire and pay for all permits and approvals from local, county, state and federal offices needed to accomplish the work. Contract vendor shall be entitled to direct reimbursement for the cost of such permits.

3.4. Form of construction contracts: A contract between the member and the contract vendor for construction shall be an industry standard agreement. The parties may agree to use the American Institute of Architects (AIA) General Conditions of Contract for Construction Form A201® as a guide.

3.5. Member representative: All formal contacts between the contract vendor and the member shall be processed through the member.

3.6. Terms of acceptance: Terms for acceptance by the owner and title to work must be clearly agreed upon and described in the contract. If any part of the construction requires the member to assume control before the completion, this shall be defined. Both parties shall agree on the definition of what constitutes final acceptance. Upon completion of the project, the worksite shall be left in a condition equal to or better than before the project.

3.7. Void provisions: A provision, covenant, clause or understanding in, collateral to or affecting a construction contract that makes the contract subject to the laws of another state or that requires any litigation, arbitration or other dispute resolution proceeding arising from the contract to be conducted in another state is against public policy of the State of Arizona and is void and unenforceable. (A.R.S. §15-213 and §34-227)

3.8. Work performed by the member: Work to be performed by the member must be clearly described and agreed upon prior to project start up.

4. CONSTRUCTION SCHEDULE

4.1. Schedule adjustment: The member retains the right to extend the schedule of work or to suspend the work, and to direct the contract vendor to resume work when appropriate. The agreement must describe an equitable adjustment for added costs caused by any suspension. Any increases shall be invoiced per approved contract pricing as allowed in the agreement.

4.2. Schedule requirement: A schedule for performance of work that can be met without planned overtime is the responsibility of the contract vendor.

4.3. Work crew size: The cost for each project shall include all costs of all necessary trained personnel to complete the project on, or before, the completion date(s) set forth in the contract. The member shall not incur additional expense for upsized crews, nor overtime costs, which might be necessary for the contract vendor to complete the project on schedule.

5. COORDINATION

5.1. Conflict with member activities: The contract vendor and member shall coordinate activities so as to avoid conflicts. The contract vendor shall make every reasonable effort not to interrupt scheduled member activities with work under the contract. The contract vendor shall notify the member of any construction work that may negatively impact scheduled member activities.

5.2. Coordination with other vendors: The contract vendor shall coordinate with other contractors.

5.3. Interruption of other work: The contract vendor shall employ such methods or means as will not cause any interruption of, or interference with, work of any other contractor on the project site.

6. DELIVERY OF CONSTRUCTION MATERIALS

6.1. Condition of materials on delivery: The contract vendor shall deliver materials to the worksite in new, dry, unopened, and well-marked containers showing product and contract vendor's name. Damaged or unlabeled materials will not be accepted.

6.2. Delivery requirement: The contract vendor shall deliver materials in sufficient quantity to allow for continuity of work. Delivery shall be coordinated with the member.

6.3. Precautions: The contract vendor shall take all necessary precautions to protect its materials from damage, theft, and misuse. The member shall have no responsibility for such precautions or protection.

6.4. Rejected and damaged material: Damaged or rejected materials shall be immediately removed from the work area.

7. INSURANCE

Course of Construction Insurance: Upon request from member, contract vendor shall purchase and maintain course of construction insurance equal to the estimated replacement cost of the property after completion of the entire work at the site as called for in the purchase order. The insurance form will be an "all risk" type policy with standard exclusions. Coverage shall include temporary structures, scaffolding and office trailers at the site, as well as materials and equipment at the site destined to become a permanent part of the property. Any additional costs associated with course of construction insurance must be identified in the quote, as a pass-thru charge.

8. LABOR PRACTICES

8.1. Labor practices: The contract vendor shall ensure the best interest of the member when considering labor agreements. Any overtime practices or retroactive agreements with labor unions that would be to the detriment of the member must be limited to only those approved by the member.

8.2. Labor requirements: Employees of the contract vendor are not employees of the member. The level of competency of the personnel will be subject to approval by the member. Consideration for the adjoining property owners shall be evaluated for noise, pollutants, material hauling operations. Procedures for dealing with fire, theft, and storm damage must be established. The contract vendor shall develop methods to guarantee safe job practices relating to the health and welfare of the member employees and contract vendor employees.

8.3. Quality of work: All work under the contract shall be accomplished by experienced craftsmen, and laborers under the supervision of the foreman or supervisor.

8.4. Removal of Employee or Representative: The member shall have the right to require the contract vendor to remove from the project any employee or representative of the contract vendor, its subcontractors, or suppliers that the member may deem incompetent, careless, insubordinate, or otherwise unacceptable.

8.5. Supervision: The contract vendor shall furnish the services of an experienced foreman or supervisor who will continually be in charge of work on the project. The foreman or supervisor shall provide continuous supervision, coordination and inspection of the work required under the contract.

9. LIQUIDATED DAMAGES

Any agreements on liquidated damages and early completion incentives shall be between the member and the contract vendor and must be agreed upon in writing prior to start up. If the member declines liquidated damages or early incentive agreement, the contract vendor shall obtain a written and signed statement to this effect. Mohave shall not be a party to liquidated damages or early completion incentive agreements.

10. LITIGATION FOR NONPAYMENT OR NONPERFORMANCE

All litigation for nonpayment or nonperformance shall be filed as allowed in R7-2-1103 (F).

11. MEMBER COSTS

Temporary electrical service and the cost for power, the cost for water, and other member costs will be identified in writing and agreed upon.

12. PERFORMANCE AND PAYMENT BONDS

12.1. Issuing performance and payment bonds: It shall be the sole responsibility of the member to determine if any applicable performance and payment bonding requirements apply to the procurement under an awarded contract. Member must request that the contract vendor provide the performance and payment bonds that meets the requirements prior to project implementation.

The contract vendor shall supply Mohave with a copy of the procured bonds upon request. If the contract vendor fails to deliver any required performance or payment bonds requested by the member, the contract with Mohave may be cancelled.

12.2. Payment bond requirement: An irrevocable payment bond shall be executed in an amount equal to 100% of the price specified in the contract between the member and the contract vendor by a surety company authorized to do business in Arizona. This bond will protect all persons supplying labor and material to the contract vendor for the performance of the work provided in the contract.

12.3. Performance bond requirement: An irrevocable performance bond shall be executed in an amount equal to 100% of the price specified in the contract between the member and the contract vendor by a surety company authorized to do business in Arizona.

13. PROGRESS PAYMENTS

13.1. Progress Payments on Construction: R7-2-1105 allows for progress payments if the contract vendor agrees to adhere to A.R.S. §41-2577 (B) (D) (F) and as applicable in A.R.S. §34-221. All progress payments must be invoiced to the member; it is the responsibility of the member to review and approve any estimates of work completed. If the member issues a written statement to the bidder that the estimate of work is not approved and certified, the member may withhold an amount from the progress payment the member reasonably expects to incur in correcting the deficiency set forth in the written finding, as permitted in R7-2-1105 (A). In such cases, the bidder agrees to hold Mohave harmless for any deficiency of payment.

Progress payments may be made to the contract vendor on the basis of a duly certified and approved estimate of work performed during the preceding month. The contract vendor must agree to pay any subcontractors or material suppliers within seven days of their receipt of the progress payment, unless otherwise agreed on in writing between the parties.

13.2. Schedule of payments: Once all bonds are in place, the contract vendor and the member will agree upon a schedule of payments based on identifiable milestones.

If any payment is delayed beyond 30 days from the due date, the bidder agrees not to charge Mohave interest on the late payment. Any late charges will be the total responsibility of the member. The bidder may extend any due date to avoid the requirement to pay interest in R7-2-1105 (D) and A.R.S. §41-2577 (E) and as applicable in A.R.S. §34-221.

Acceptance of final payment is a waiver of all claims except unsettled claims previously made in writing.

13.3. Subcontractor notification: A subcontractor to the prime contractor may request, in writing, that member notify the subcontractor in writing within five (5) days from payment of each progress payment made to the prime contractor [R7-2-1105 (C) and A.R.S. §41-2577 (C) and as applicable in A.R.S. §34-221]. Upon request, the prime contractor must provide Mohave or the members with a contact name, title, company name, mailing address and fax number for all subcontractors and suppliers that are covered by a payment bond.

14. PROJECT ADVERTISING

The contract vendor must agree that the member reserves the right to release information about the project and that any advertising of the project by the contract vendor must be approved by the member.

15. PROJECT COMPLETION

15.1. Project documents: Upon completion of the work, the contract vendor shall present the member with all documents necessary to closeout the project. Maintenance manuals, drawings, warranties on installed equipment, etc., shall be given to the member.

15.2. Unfinished work: Even if final payments are made, if the member discovers an unfinished job that should have been completed, the contract vendor shall complete the work in a timely fashion at no additional cost.

16. PUBLIC WORKS

16.1. Preservation: The contract vendor shall be responsible for the preservation of all public and private property included on or adjacent to the worksite. This requirement shall apply to the surface and hidden features of the property.

16.2. Receipt of public funds: Contract vendors and subcontractors will meet the requirements of A.R.S. Title 34, Article 3, for eligibility to receive public funds.

16.3. Residency requirement: A.R.S. §34-302 states that only persons who have been for not less than one year a bona fide resident of Arizona shall be employed in the performance in any public work. A public works contract is defined in A.R.S. §34-321 as "*a contract to which the state or a political subdivision is a party involving the employment of laborers, workmen or mechanics in the construction, alteration or repair of public buildings or improvements.*" It shall be the responsibility of the contract vendor to comply with these laws, when applicable.

16.4. Restoration: The contract vendor shall repair, rebuild, or otherwise acceptably restore any property on or adjacent to the worksite that was damaged during the course of work on the project. Such restoration shall be at the contract vendor's expense and is not subject to reimbursement by the member.

16.5. Public building rules, regulations, and codes: Construction work on public buildings shall comply with the state fire code unless a fire code has been adopted by the city, town, county, or fire district in which the building is located. Public buildings shall be constructed in compliance with applicable building, plumbing, electrical, fire prevention and mechanical codes adopted by the city, town, county, or fire district in which the building is located. If a public building is built in an area that has not adopted local codes, the building shall be designed or constructed according to the state fire code adopted by the state fire marshal and the building, plumbing, electrical, fire prevention and mechanical codes that apply in the largest city in the county in which the building is located. Public buildings are subject to those codes that apply and are in effect when the building is designed or constructed and to the currently adopted codes when a building is found to be structurally unsafe, without adequate egress, or a fire hazard or are otherwise dangerous to human life. "Public Building" means a building or appurtenance to a building that is built in whole or in part with public monies (see A.R.S. §34-461).

17. RETENTION

17.1. Retention requirement: Ten (10) percent of all contract payments shall be retained by the member as insurance of proper performance of the contract vendor. Contract vendor agrees to identify the amount to be retained on invoices to member for each progress payment.

When fifty (50) percent of the work is completed, one half of the amount retained shall be paid to the contract vendor if the contract vendor requests payment and if the member is satisfied with the progress of the work.

(Cont'd)

After the work is fifty (50) percent completed, no more than five percent of the amount of any subsequent progress payments shall be retained, unless the governing board of the member determines satisfactory progress is not being made, at which point ten percent retention shall be reinstated.

17.2. Substitute security: If the member and the contract vendor agree to a substitute security, the agreement must be in full compliance with R7-2-1104 (D, E, F, G), or 41-2576 as applicable to the purchasing member. If a substitute security is agreed to, the contract vendor must provide Mohave and the member with a signed and acknowledged waiver of any right or power of the obligor to set off any claim against Mohave, or the member in relationship to the security assigned.

18. RULES, REGULATIONS AND CODES

18.1. Certification of personnel regarding renovations, repair, and painting: Personnel performing renovations, repair, and painting activities that disturb lead-based paint in target housing and child-occupied facilities constructed before 1978, shall comply with Part II, Environmental Protection Agency, 40 CFR Part 745, Lead; Renovation, Repair, and Painting program; Lead Hazard Information (http://www.epa.gov/).

18.2. Compliance: All work will be accomplished in conformance to current applicable OSHA safety requirements, and any additional federal, state, or local fire or safety requirement. When specifications or scope of work will result in a violation of a code or result in an unsafe condition, the contract vendor must inform the member of the situation. The contract vendor will not construct any device or produce any condition that intentionally violates a fire or safety code or safety standard.

18.3. Hazard notification: Contract vendor must advise member whenever work is expected to be hazardous.

18.4. Liens/serial numbers: All materials shall be free of liens. Bids must be for equipment on which the original manufacturer's serial number has not been altered in any way.

19. SURETY COMPANIES

Surety companies issuing bid bonds, performance bonds and/or payment bonds under this contract must be licensed by the Arizona Department of Insurance. Evidence of such license will be the name of the surety company as found in the license search database provided by the Arizona Department of Insurance (www.insurance.az.gov).

20. WORKSITE

20.1. Site access: The member shall provide an all-weather road to the site and prepare the site with room for construction equipment.

20.2. Site conditions: The condition of the site before start up shall be agreed upon between the member and the contract vendor and shall be written into the contract.

General Terms and Conditions and
Standard Terms and Conditions for Construction Acceptance Form
(Place after Tab 1c)

Signature on Page 2 certifies complete acceptance of the General Terms and Conditions and the Standard Terms and Conditions for Construction in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions and the Standard Terms and Conditions for Construction:

☒ We take no exceptions/deviations to the General Terms and Conditions and the Standard Terms and Conditions for Construction.

(*Note: If nothing is listed below, it is understood that no exceptions/deviations are taken.)*

☐ We take the following exceptions/deviations to the General Terms and Conditions and the Standard Terms and Conditions for Construction. All exceptions/deviations shall be clearly explained. Reference the corresponding General Terms and Conditions and/or Standard Terms and Conditions for Construction that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the General Terms and Conditions and the Standard Terms and Conditions for Construction. Provide details on your exceptions/deviations below:

(*Note: All requested exceptions/deviations must be clearly explained. Reference the specific terms and conditions that you are taking exceptions/deviations to, detail any proposed substitute terms and conditions, and clearly demonstrate how Mohave and its membership will be better served by the substituted terms and conditions. Unacceptable exceptions/deviations shall remove your bid from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions and Mohave's decision shall be final.)*

Special Terms and Conditions
(Place after Tab 1d)

Some Special Terms and Conditions may specify placement of information in tabs other than Tab 1d as noted in the title above. Pay close attention to placement information as indicated in select Special Terms and Conditions.

1. BIDDER QUALIFICATIONS

It is preferred that the bidder has extensive knowledge and at least three (3) years experience with the provision, installation and maintenance of the product, material, process, or services offered. Mohave reserves the right to accept or reject newly formed companies based solely on information provided in the bid and/or its own investigation of the company.

2. BID BONDS AND BONDING CAPACITY

2.1. Bid Bond: Bidder shall provide an original bid bond or alternate bid security in the amount of **$100,000**. ***Place after Tab 1f***. Note: Bid security as a percentage of the bid value (e.g., – 10% of contract award) is not acceptable.

If the original bid bond is not signed and/or has conflicting information, it shall render your bid non-responsive.

2.2. Bonding Capacity: The required minimum single job bonding capacity for this contract shall be **$1,500,000**. ***Place after Tab 1f***. Bidder shall provide a letter from your bonding agency describing your current bonding capacity, as follows:

- Your single job bonding capacity.
- Your aggregate bonding capacity.
- An agent of your licensed bonding agency shall sign the letter.

If the letter provided by your bonding agency is not signed, has conflicting or missing information, and/or is not provided in your bid, it shall render your bid non-responsive.

3. DELIVERY

3.1. Default in one installment to constitute total breach: Contract vendor shall deliver conforming materials in each installment or lot under this contract and may not substitute nonconforming materials. Mohave reserves the right to declare a breach of contract if contract vendor delivers nonconforming materials to any member under this contract.

3.2. Defective goods: Contract vendor agrees to arrange and pay for return shipment of goods that arrive in a defective or non-operable condition.

3.3. Delivery time: Failure to deliver any order within the time frame specified on the purchase order may result in cancellation of that purchase order.

3.4. Improper delivery: If the goods or tender of delivery fail in any respect to conform to this contract, member may reject the whole, accept the whole, or accept any commercial unit or units and reject the rest.

3.5. Restocking fees: A restocking fee may only be charged on products ordered and delivered to member's site. Restocking fees in excess of fifteen percent (15%) shall not be allowed. Contract vendor may waive restocking fees. Restocking and return shipping charges shall be identified in the price workbook.

4. FORM OF CONTRACT

4.1. Contract vendor contract documents: If a firm submitting a bid requires member to sign an additional agreement, a copy of the proposed agreement shall be included with the bid.

If awarded a contract, any additional contract vendor's documents shall not become part of Mohave's contract unless, and until, an authorized representative of Mohave reviews and approves them.

Contract vendor agrees to provide Mohave a copy of any agreements that are revised during the term of an awarded contract, prior to having the member sign the agreement.

4.2. Form of contract: The form of contract for this solicitation shall be the Invitation For Bid, any issued amendments, the awarded bid(s), contract modifications, and properly issued member purchase orders referencing the requirements of the awarded contract number.

4.3. Parol evidence: The contract represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

5. INSTALLATION

Installation shall be scheduled directly with member and be done in a reasonable amount of time. Installation shall be in accordance with the manufacturer's instructions and shall be accomplished by skilled and properly licensed individuals.

6. INSURANCE

6.1. Certificate of insurance: Evidence of the required insurance shall be provided with your bid by means of a current certificate of insurance with the coverages as stated within the requirements below. Before any orders are processed under an awarded contract, contract vendor shall provide a certificate that names Mohave Educational Services Cooperative, Inc. as the certificate holder.

Certificate of insurance (or certificates of insurance if using multiple carriers) shall include, at a minimum, coverage for:

- General Liability
- Automobile liability
- Umbrella or Excess Liability (*If needed to meet aggregate amount)*
- Workers' Compensation
- Professional Liability insurance (Errors and Omissions Liability) if Roof Assessment and/or Design services are provided.

In addition, contract vendor must be willing to provide, upon request, identical certificate of insurance to any member using this contract. Contract vendor must also be willing, upon request, to add any member as an additional insured entity. **Any costs for adding a member as an additionally insured entity, shall be clearly identified in submitted contract pricing. If no pricing is identified, adding a member as an additionally insured entity, shall be provided at no additional cost.**

Provide evidence of current insurance coverage after Tab 2c.

Failure to provide the coverages stated above, with any minimum stated aggregate amounts provided in the requirements below, shall render your bid as non-responsive.

6.2. Deductibles: Contract vendor shall pay the deductibles required by the insurance provided under this contract.

6.3. Liability insurance: Prior to commencing services under this contract, contract vendor shall procure and maintain during the life of this agreement, comprehensive general liability insurance, to include automobile liability, providing limits of an aggregate amount of not less than $5,000,000.

6.4. Professional Liability insurance (Errors and Omissions Liability) if Roof Assessment and/or Design services are provided: Policy shall include coverage for claims and losses, which are either not included, or excluded in the General Liability insurance. Policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Work of an awarded contract. Policy shall provide limits of $1,000,00,00 and an aggregate amount of not less than $2,000,000, in addition to general liability insurance.

6.5. Scope of Insurance: Contract vendor's insurance shall provide adequate protection for contract vendor against damage claims which may arise from operations under this contract, whether such operations are by the insured or by anyone directly or indirectly employed by the insured. All insurance must be written by companies incorporated within the United States (exclusive of Territories or Possessions) and licensed or authorized to do business in Arizona.

6.6. Subcontractor insurance: Prior to commencing any work, any subcontractor shall procure and maintain at its own expense until final acceptance of the work, insurance coverage in a form and from insurers acceptable to the prime contractor. All subcontractors will provide workers' compensation insurance, which waives all subrogation rights against the prime contractor, member, and Mohave.

6.7. Umbrella/Excess Liability insurance: Contract vendor's insurance shall provide adequate protection for contract vendor against damage claims which may arise from operations under this contract. Contract vendor may use umbrella/excess liability insurance to meet the general liability aggregate amount of not less than $5,000,000.

6.8. Workers' compensation insurance: Contract vendor shall also procure and maintain during the life of this agreement, workers' compensation insurance for all of contract vendor's employees engaged in work under the contract. All workers' compensation insurance will comply with Arizona state statute and evidenced by a certificate of insurance.

7. MAINTENANCE FACILITIES AND SUPPORT

It is preferred that each contract vendor should have maintenance facilities and a maintenance support system available for servicing products throughout Arizona, or the regions specified in their bid. Maintenance facilities shall have sufficient parts inventory to provide quality service on products sold to members. Trained and qualified technicians shall be available to cover all parts of the state, or specific regions within the state for regional bids. It is preferred that maintenance services are available within 24 hours. If a third party is used to provide maintenance or warranty work, bidder shall include details of any such arrangement in the bid.

8. MANUFACTURER SUPPORT

Bidders submitting bids as a manufacturer's representative must be able, if requested by Mohave, to supplement the bid with a letter from the manufacturer certifying that bidder is an authorized dealer for the equipment offered, and that bidder is authorized to submit a bid on such equipment.

9. MEMBER AGREEMENTS

Some members may request the addition of specific requirements that would apply to products and services purchased under an awarded contract. These additional requirements shall be addressed through the use of an additional member agreement. In any agreement between the contract vendor and a member based on this contract, the terms and conditions of this contract shall prevail. Contract vendor and member must agree to all provisions in any additional agreements. If agreement requirements result in additional costs to the contract vendor, the contract vendor shall be entitled to direct reimbursement for these costs, in addition and separate from approved contract pricing. A copy of the additional member agreement shall accompany the member's purchase order.

10. PRICING

10.1. Administration fee: Mohave's 1% administration fee shall be included in bidder's contract price. Contract vendor shall not add the administration fee to approved contract prices. The value of trade-ins or rebates shall not affect the amount of administration fee paid to Mohave.

10.2. Application of pricing: In Mohave's purchase order review process, the date of a valid contract vendor's quote or the date Mohave receives a member purchase order will generally be used to determine the contract pricing that is in effect for that order. The date Mohave receives a member purchase order will only be used to determine the contract pricing that is in effect for an order when a contract vendor's quote does not exist or is invalid. However, other factors may apply.

10.3. Basis for pricing: Contract pricing under this IFB shall be based upon:

1. Percent of discount(s) off manufacturer's price list(s) or catalog(s);
2. Firm fixed price with economic price adjustment.
   a) Economic price adjustments are defined as an unexpected price increase for services, raw materials or that are outside the control of the bidder.
   b) Any contingencies for economic price adjustments shall be identified in the bid.
   c) Mohave shall make the sole determination whether contingencies for economic price adjustments identified in your bid are appropriate under an awarded contract; or
3. A combination of the above.

The price included in a catalog, price list, schedule, or other form that:

a) Is regularly maintained by a manufacturer, distributor, or contractor;

b) Is either published or otherwise available for inspection by customers; and/or

c) States prices at which sales are currently or were last made to a significant number of buyers for the product, material, process, or services.

Established catalog price is referred to as manufacturer's price list, price list, or catalogs throughout this solicitation.

10.4. Initial catalogs/price lists: A copy of the latest edition of the price list or catalog to which discount shall be applied shall be included with bid. Include a copy of the latest edition of all applicable price lists or catalogs to which discount shall be applied with your bid. Submission of outdated price lists or catalogs may result in rejection of bid.

10.5. Fixed prices: Fixed price bids shall include prices for any and all items. Fixed prices shall be firm until each anniversary date of the contract, unless there is an occurrence of allowed contingencies for economic price adjustment outlined in the bid. If allowed contingencies for price adjustment occur, contract vendor shall submit a fully documented request for price adjustment to Mohave. The documentation must substantiate that any requested price increase was clearly unpredictable at the time of submittal and results from an increased cost to contract vendor that was out of contract vendor's control. Mohave shall review requests for fixed price adjustments to determine if the requested adjustments will be allowed. New fixed prices shall not apply until approved by Mohave. Price changes shall be a factor in contract renewal (contract modification).

10.6. Combination pricing: Bids for combination contracts shall clearly identify items covered by discount(s) and those with fixed prices. Prices for such contracts shall be adjusted as identified for the appropriate contract type above.

10.7. Decimal places: Pricing shall use a maximum of three (3) decimal places, unless specified otherwise.

10.8. Discounts: Submitted pricing shall clearly identify the percent of discount to apply to the price list. If multiple discounts apply, bidder shall clearly indicate the discounts and applicable materials or services. Bidder shall agree that there will be no reduction in discount(s) during the term of contract.

10.9. Escalators: Any pricing escalators shall be reviewed and approved by Mohave prior to applying the escalator to approved contract pricing.

10.10. New catalogs/price lists: New price lists, workbooks and/or catalogs may be submitted for review throughout the term of the contract. Mohave will review new price lists, workbooks and/or catalogs to determine if the new prices or an alternative option is in the members' best interests.

New price lists, workbooks and/or catalogs shall apply to the contract only upon approval from Mohave. New price lists, workbooks and/or catalogs found to be non-competitive at any time during the contract shall be grounds for terminating the contract. Any new catalogs/price lists shall meet requirements as stated in **Basis for pricing**.

10.11. Percent of discount as fixed price: Percent of discount bids that are not based upon published price lists or catalogs will be administered as fixed price contracts.

10.12. Price reduction and adjustment: Price reduction may be offered at any time during a contract and shall become effective upon notice of acceptance from Mohave. Price reductions (e.g., quantity discounts, time sensitive offers, bundles) must apply to all Mohave orders of similar size and scope. Price reductions limited to a single member are not acceptable. Special time-limited reductions are permissible under the following conditions: 1) reduction is available to all members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Mohave has approved the new prices prior to any offer of the prices to a member. Mohave shall be the sole judge on the acceptance of price reductions under an awarded contract.

10.13. Reimbursement for transportation, mileage, lodging, meals, and incidental expenses (M&IE): Contract vendor may charge for transportation, mileage, lodging, and M&IE costs for employees that are required to travel to perform services at member site under this contract. An overnight stay is required for lodging reimbursement. Mileage reimbursement shall be at a specified rate. Transportation charges are separate from mileage, and may include airfare, car rental, etc.

Reimbursements under this section shall not exceed the rates listed in approved pricing and shall not exceed the actual charge. To be eligible for reimbursement, estimated charges must be on the quote and approved by the member. Receipts for such reimbursements must be provided upon request from the member.

10.14. Travel/drive rates or mobilization: Contract vendor may charge for travel/drive rates or mobilization under this contract. Travel/drive rates are only applicable for out of area employees working under this contract. Charges under this section shall not exceed the rates listed in approved pricing. Such charges must be on the quote and approved by the member.

a) Travel/drive rates may be an hourly rate or a per mile rate. If you are using a per mile rate, list your travel/drive reimbursement separately from mileage reimbursement.

b) Mobilization charges are for the movement of equipment to the jobsite. Mobilization may be billed at a per mile rate or a flat rate.

11. SITE REQUIREMENTS

11.1. Cleanup: Contract vendor shall clean up and remove all debris resulting from their work as required or directed by member. Upon completion of the work, the premises shall be left in good repair and unobstructed condition.

11.2. Contract vendor employee fingerprinting: Contract vendor and its employees or subcontractors working under an awarded contract who are required to provide services on a regular basis at an individual school, shall obtain and present a valid Department of Public Safety fingerprint clearance card in accordance with A.R.S. §15-512(H). The fingerprint card shall be issued pursuant to Title 41, Chapter 12, Article 3.1. Charges for such fingerprint checks will be the responsibility of the contract vendor, subcontractor, or individual employee.

An exception to this requirement may be authorized in member's Governing Board policy, for persons who, "*as part of the normal job duties of the persons, are not likely to have independent access to or unsupervised contact with pupils*."

Contract vendor and its employees or subcontractors shall not provide services on school district property until so authorized by the school district. Additionally, contract vendor shall comply with

applicable governing board fingerprinting policy(ies) at the school district where services are provided.

11.3. Onsite Contract Vendor Responsibilities: The contract vendor is responsible for ensuring that all onsite work performed under this contract meets or exceeds the current OSHA standards and is responsible for ensuring safe work performance of employees and subcontract vendors.

Contract vendor and its employees or subcontractors shall report accidents and incidents immediately to the member's responsible staff or its administration. The contract vendor is responsible for providing and obtaining appropriate medical and emergency assistance and notifying fire and law enforcement agencies, when necessary. Except for rescue and emergency measures, the scene of the accident or incident shall not be disturbed, and the operation shall not resume until authorized by the member's responsible staff or administration. The contract vendor must assist and cooperate fully with the investigation of the accident/incident and ensure availability of all information, personnel, and data pertinent to the investigation.

For preemptive purposes, contract vendor and its employees or subcontractors shall immediately report to the member's responsible staff or administration all areas of concern that could potentially lead to accident or injury.

11.4. Preparation: Contract vendor shall not begin a project for which the member has not prepared the site. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

11.5. Registered sex offender restrictions: For work to be performed at an Arizona school, contract vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contract 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 member's discretion.

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

11.7. Smoking: Persons working under the contract shall adhere to current local smoking policies.

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

Payment for stored materials shall not constitute final acceptance of such materials. The contract vendor shall be responsible for the protection of all material and equipment, whether stored on or off site. Title for all work, materials and equipment shall pass to the member only upon final inspection and payment of remaining job costs.

12. SUBCONTRACTORS

12.1. Awarding subcontracts: Bidder agrees that any subcontract competitively solicited by contract vendor will not be awarded solely upon membership or non-membership in a union or professional association.

12.2. Entering subcontracts: Subcontracts shall incorporate by reference the terms and conditions of the Mohave contract.

12.3. Prime contractor: Contract vendor will be considered a prime contractor and not a subcontractor. Neither Mohave nor the member will establish a contractual relationship with subcontractors.

12.4. Subcontracts: No subcontracts shall be entered into with any unlicensed party. Contract vendor must use subcontractors openly, include such arrangements in the bid, and certify upon request that such use complies with the current rules of the Arizona Registrar of Contractors and the Arizona procurement rules and code. No subcontracting costs may be hidden in a cost bid to member.

12.5. Subcontractor payment: Contract vendor agrees to pay subcontractors within seven days after receipt of payment from member, as required in Arizona procurement rules and code. If contract vendor receives any interest monies for delay of payment from member, contract vendor will pay subcontractor the correct proportion of interest received. Complaints by subcontractor may be resolved as described in Arizona procurement rules and code. Failure to pay subcontractor for work faithfully performed and properly invoiced may result in the suspension or cancellation of this contract.

12.6. Use of subcontractors: Use of subcontractors shall permit work to be managed effectively and without delay and shall not cause any disturbance or interference to the progress of the project (e.g., engaging in strike, work stoppage, picketing, ceasing work due to a labor dispute). Subcontractor shall not employ anyone whose employment may be objected to by prime contractor, member, or Mohave.

13. TERM OF CONTRACT AND EXTENSION

13.1. Contract period: It is Mohave's intent to award a multi-term contract for the specified product, material, process, or services. The initial contract term shall be for one (1) calendar year from the effective date of contract award. By mutual written agreement between Mohave and contract vendor, the contract may be extended for up to four (4) consecutive additional 12-month periods, beginning immediately after expiration of the prior term. However, no contract extension (contract modification) exists unless and until contract vendor is so notified by Mohave.

13.2. Contract extension (contract modification): Conditions for contract extension (contract modification) may include, but are not limited to: contract usage, satisfactory performance of services during the preceding contract term, ability to continue to provide satisfactory services, continued adherence to the contract requirements, and continued competitive prices for the materials and services provided under the contract. Mohave shall prepare a performance report for all contracts prior to issuing any extension (contract modification). This performance report shall use past performance information gathered by your assigned Contract Specialist. Past performance information shall be used when determining whether a contract receives an extension (contract modification).

13.3. Month-to-month extensions (contract modification): Mohave reserves the right to offer month-to-month extensions (contract modification), if that is determined to be in the best interests of members.

14. WARRANTY/QUALITY GUARANTEE

14.1. Extended warranties/service contracts: The contract vendor or a manufacturer may offer extended warranties available at extra cost for members. Any applicable extended warranty pricing shall be included in the Excel pricing workbook.

14.2. Fitness: Contract vendor warrants that any equipment or material supplied to Mohave, or its members shall fully conform to all requirements of the contract, all representations of contract vendor, and shall be fit for all purposes and uses required by the contract.

14.3. Inspection: The warranties set forth in this section shall not be affected by inspection or testing of, or payment, for the product or materials to contract vendor by member.

14.4. Quality: Unless otherwise specified, contract vendor warrants that for a period of one (1) year or two (2) years (for construction contracts) after acceptance of the equipment or materials by member, they shall be:

a) Of a quality to pass without objection in the industry or trade normally associated with them;
b) Fit for the intended purpose(s) for which they are used;
c) Of even kind, quantity, and quality within each unit and among all units, within the variations permitted by the contract;
d) Adequately contained, packaged, and marked as the contract may require; and
e) Conform to the written promises or affirmations of fact made by contract vendor.

14.5. Warranty requirements: Contract vendor warrants that all products, materials, processes, and services delivered under this contract shall conform to the specifications. Unless stated otherwise, all equipment shall carry a minimum 24-month manufacturer's warranty that includes parts and labor. Contract vendor agrees to help member reach resolution in a dispute with the manufacturer over warranty terms. Any extended manufacturer's warranty shall be passed on to member without exception. Mohave reserves the right to cancel the contract if contract vendor charges member for a replacement part that the contract vendor received at no cost under a warranty.

14.6. Warranty work: The contract vendor shall perform all warranty work and remain available to the member should continue services be required after warranty obligations are met.

Special Terms and Conditions Acceptance Form
(Place after Tab 1d)

Signature on Page 2 certifies complete acceptance of the Special Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

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

☒ **We take no exceptions/deviations to the Special Terms and Conditions.**

(*Note: If nothing is listed below, it is understood that no exceptions/deviations are taken.)*

☐ **We take the following exceptions/deviations to the Special Terms and Conditions. All exceptions/deviations shall be clearly explained. Reference the corresponding Special Terms and Conditions that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the Special Terms and Conditions. Provide details on your exceptions/deviations below:**

(*Note: All requested exceptions/deviations must be clearly explained. Reference the specific special terms and conditions that you are taking exceptions/deviations to, detail any proposed substitute special terms and conditions, and clearly demonstrate how Mohave and its membership will be better served by the substituted special terms and conditions. Unacceptable exceptions/deviations shall remove your bid from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions/deviations and Mohave's decision shall be final.)*

Scope of Work
(Place after Tab 1e)

1. DESCRIPTION

In order to gain economies of scale, Mohave is formally soliciting sources for roof products, roof services, and roofing systems as specified within this Invitation for Bid. These products/services are requested for Mohave's statewide membership of approximately 480 public agencies. However, other members may be added during the term of an awarded contract(s). A current list of all members can be found on Mohave's website at www.mesc.org. Contracts, in whole or in part, shall be awarded to bidder, or bidders, for an initial one (1) year term and four (4) potential one-year extensions (contract modification).

The scope of work and specifications define the quality and characteristics of the desired materials and application. They are based upon specifications for known acceptable manufacturers, processes, materials and/or brands such as Alsco, American Slate, Atlas, Bilco, Boral, Celotex, CertainTeed, Edco, EMCO, GAF, Henry, Johns Manville, Lomanco, Maze, Olympic, Owens Corning, Quality Edge, Simplex, Thompson Architectural, Tremco, United Asphalt, Co., U.S. Ply, Watkins Sawmills, and Zonolite. The specifications are not intended to be exclusive or to restrict competition. Bidders may offer alternate solutions, including alternate manufacturers, which meet the quality and performance characteristics in the specifications. Mohave shall review such bids and be the final judge on the acceptance of any alternate solutions.

- **Arizona Registrar of Contractors License clarification:**
  - Specification 1.1.05 requires an awarded vendor to have and maintain a current C-42/CR-42 Arizona Registrar of Contractors license in order to utilize subcontractors with a similar license. Bidders shall provide evidence that they have a current C-42/CR-42 license or are in the process of being awarded a C-42/CR-42 license by the Arizona Registrar of Contractors.
  - Specification 1.1.06 requires an awarded vendor that self-performs or subcontracts any portion of the work bidder may be licensed with a current Arizona Registrar of Contractors license *B-1 General Commercial Contractor, B-2 General Small Commercial Contractor, KB-1 Dual Building Contractor, or KB-2 Dual Residential and Small Commercial* license(s). Bidder shall provide documentation from Arizona Registrar of Contractors that the license provided other than a *C-42/CR-42 Roofing* license allows either self-performing and/or subcontracting the scope of work.
  - Bidders that are in the process of applying for a C-42/CR-42 contractor's license, shall provide in Tab 2b a copy of the Arizona Registrar of Contractors application receipt with pending number included. An awarded contract will be contingent on successful award of a C-42/CR-42 Arizona Registrar of Contractors License.
  - Those bidders submitting a material only bid shall certify by taking an exception to Specification 1.1.05 and providing a clear explanation for the exception, per the instructions found in the *Scope of Work and Specifications Acceptance Form*. An Arizona Registrar of Contractors license is not required for material only bids.

Three vendors hold Mohave's current contracts for the specified products and services. Activity under the contracts from March 19, 2019 including year to date activity (as of the publication date of this IFB) is $35,562,827. This information is provided as an aid to bidders in preparing bids only. It is not to be considered a guarantee of volume under an awarded contract. The discount and pricing schedule shall apply regardless of the volume of business under the contract.

2. ESTIMATED TIMELINE OF EVENTS

Mohave has developed the following estimated timeline of events related to this formal solicitation. All dates are subject to change at the sole discretion of Mohave.

EVENT	ESTIMATED DATE
Invitation for Bid Issued	Monday, November 13, 2023
Pre-bid Conference Held (**non-mandatory**)	Thursday, December 7, 2023 at 10:00 a.m. (local AZ time) Pre-bid conference will be held using teleconferencing. Please contact Mohave for reservation details.
Deadline for Questions	Thursday, December 14, 2023 at 5:00 p.m. (local AZ time) Questions may also be submitted through the OpenGov Procurement "Questions and Answers" tab.
Published IFB Due Date and Time	Thursday, December 21, 2023 at 3:00 p.m. (local AZ time)
Public Opening of Bids	Thursday, December 21, 2023 at 3:00 p.m. (local AZ time)
Notice of Intent to Award (*estimated date only*)	Monday, March 18, 2024 NOTE: Notification will be sent by email to all awardee(s) and non awardee(s) on or before this date.
Execution of Contract(s) (*estimated date only*)	Friday, April 19, 2024

3. SUBMISSION OF BIDS

3.1. Bids should provide straightforward, concise information that satisfies the requirements. Emphasis should be placed on conformity to the requirements, as well as the completeness and clarity of the submittal content.

3.2. The bidder must submit a bid following information detailed in the *Instructions to Bidder and Checklist Form.*

3.3. A bid submitted in response to this solicitation shall be valid and irrevocable for one hundred twenty (120) days after specified due date and time.

4. CONTRACT TYPE

The term contract shall be a percent of discount off manufacturer's price list or catalog, fixed price, or a combination of both with indefinite quantities.

5. AWARD CRITERIA

Award(s) shall be made to the lowest responsive and responsible bidder(s) whose bid(s) conform in all material respects to the requirements and evaluation criteria below:

1) **Pricing Information:** Excel pricing workbook uploaded to OpenGov Procurement. Completed pricing workbook, price schedules, additional requested price information, volume discount information, quick pay discount information, Pcard/credit card acceptance information, mobilization, travel description and bond methodology, extended warranty, or maintenance service plan information;

2) Bid and Acceptance, Terms and Conditions, Scope of Work and Specification Documents, Bid Bond, Bonding Capacity: *Bid and Acceptance Form*, *Confidential/Proprietary Submittal Form*, amendments (if any), *General and Special Terms and Conditions Acceptance Forms*, *Standard Terms and Conditions for Construction Acceptance Form*, Scope of Work, Specifications with exceptions/deviations noted, *Scope of Work and Specifications Acceptance Form,* original bid bond/alternate bid security, current single job and aggregate bonding capacity information, *Anti-Lobbying Certificate Form, U.S. Department of Agriculture Form AD-1048, and EDGAR Certification*;

3) Primary Vendor Information: Complete response to the Method of Approach and Qualification and Experience pages, evidence of current Arizona contractor's license, references (past performance information), certificate of insurance, financial information;

4) Supporting Contract Documents: Completed supporting contract documents, support and maintenance information, sample supplemental or end-user agreements, extended warranty, or maintenance service plan information;

5) Additional Information: *Instructions to Bidder and Checklist Form*, descriptive literature, slicks and any other supporting documents, complete, additional information.

References used for terms and conditions: (acronyms used in the solicitation are noted in bold font below):

Arizona Administrative Code **(A.A.C.)**: https://azsos.gov/rules/arizona-administrative-code

Arizona Executive Orders: https://azgovernor.gov/executive-orders

Arizona Revised Statutes **(A.R.S.)**: https://www.azleg.gov/arstitle/

State of Arizona Accounting Manual - Travel Policy: Section IID - Section II **(SAAM)**: https://gao.az.gov/travel/welcome-gao-travel

Code of Federal Regulations **(CFR)**: www.ecfr.gov

Education Department General Administrative Regulations **(EDGAR)**: https://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html

E-Verify: https://www.e-verify.gov/employers/enrolling-in-e-verify

Davis-Bacon: https://www.dol.gov/agencies/whd/laws-and-regulations/laws/dbra

Public Law: www.congress.gov/public-laws/116th-congress

Uniform Commercial Code as adopted by the State of Arizona **(UCC)**: https://www.azleg.gov/arsDetail/?title=47

United States Department of Housing and Urban Development **(HUD)**: www.hud.gov

Additional references and definitions used for specifications: (acronyms used in the solicitation are noted in bold font below):

ASTM International (**ASTM**): https://www.astm.org/products-services/standards-and-publications.html

Arizona Department of Administration - Schools Facility Division (**SFD**): https://sfb.az.gov/

Arizona Department of Environmental Quality (**ADEQ**): https://www.azdeq.gov/

Asbestos Hazard Emergency Response Act (**AHERA**): https://www.epa.gov/asbestos/asbestos-laws-and-regulations#ashara

Environmental Protection Agency (**EPA**): https://www.epa.gov

International Energy Conversation Code (**IECC**): https://energyefficientcodes.org/iecc/

International Existing Building Code (**IEBC**): https://codes.iccsafe.org/content/IEBC2021P2/index

International Institute of Building Enclosure Consultants (**IIBEC**): https://iibec.org

International Standards Organization (**ISO**): www.iso.org

National Institute of Occupational Safety and Health (**NIOSH**): http://www.cdc.gov/niosh/

National Emission Standards for Hazardous Air Pollutants Compliance Monitoring (**NESHAP**): https://www.epa.gov/stationary-sources-air-pollution/national-emission-standards-hazardous-air-pollutants-neshap-1

Occupational Safety and Health Administration (**OSHA**): https://www.osha.gov/

UL Solutions (**UL**): http://www.ul.com

SPECIFICATIONS

Purpose of specifications: Specifications are designed to enable bidder to satisfy a requirement for a product, material, process, or service. A specification may be expressed as a standard, part of a standard, or independent of a standard. No specification is intended to limit competition by eliminating items capable of satisfactorily meeting the requirements of the procurement. If bidder believes a specification is unnecessarily restrictive, bidder must notify Mohave prior to specified bid due date and time.

Partial bids: Mohave may consider partial bids for award of a contract.

Use of brand names: Brand names, trade names, model numbers, and/or catalog numbers may be used to describe the standard of quality, performance, and other characteristics needed to meet member requirements. Use of the name of a manufacturer, brand, make, or catalog number is not intended to limit or restrict competition, nor does it restrict bidder from the submission of equivalent brands. However, Mohave reserves the right to decide whether alternatives are equivalent to the materials and/or equipment described in the solicitation. Mohave shall be the sole judge of equivalent quality, and Mohave's decision shall be final.

Compliance with specifications: Bidders shall offer products, materials, processes, or services they believe meet the specifications. The fact that a manufacturer, supplier, or bidder chooses not to produce or provide product, material, process, or services to meet the specifications shall not be considered sufficient cause to adjudge the specifications as restrictive.

Exceptions/Deviations from specifications: Bidders will respond to each numbered specification by checking the appropriate "Comply" or "Exception/Deviation*" box. "No Bid" items shall be marked as such in the appropriate "Exception/Deviation" box. Your exceptions/deviations must be clearly explained. Reference the specification that you are taking exceptions/deviations to, detail any proposed substitute language, and clearly explain how the exceptions/deviations meet or exceed specifications. Unacceptable exceptions/deviations shall remove your bid from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions and Mohave's decision shall be final. Details for exceptions/deviations shall be listed by specification number on the *Scope of Work and Specifications Acceptance Form*.

	Specifications	Comply	Exception/ Deviation*
1.1	**Roofing – General Specifications**		
1.1.01	Contract vendor shall provide for the provision, inspection, design, maintenance, repair, and service of a variety of roofing systems. Roofing systems shall include, but not be limited to: tile, shingle, shake, slate, metal, and urethane foam.	X	
1.1.02	Contract vendor shall provide the following roof systems to include, but not be limited to: asphalt shingles, clay tile, concrete tile, cool roof coating, ethylene-propylene-diene-monomer (EPDM), high tensile acrylic, ketone ethylene ester (KEE), metal roofs, metal shingles, modified SBS, polyurethane foam, polyvinyl-chloride (PVC), or thermoplastic-polyolefin (TPO).	X	
1.1.03	Contract vendor shall inspect, repair, or replace roof substructure prior to installing roof systems to include, but not be limited to: roof decking, cants, nailers, curbing, and joists.	X	
1.1.04	Contract vendor shall comply with all current applicable ADEQ, AHERA, ASTM EPA, IECC, IEBC, ISO, NESHAP, NIOSH, and OSHA regulations, rules, and standards. All roofing systems, options, accessories, and additional roof elements shall be installed in accordance with manufacturer instruction and/or industry recognized best practices.	X	

	Specifications		Comply	Exception/ Deviation*
1.1	**Roofing – General Specifications (Cont'd)**			
1.1.05	Contract vendor shall have a current, and maintain through the life of an awarded contract, *Arizona Registrar of Contractor's C-42 Roofing or CR-42 Roofing license.* ***Provide copy(ies) of Arizona Registrar of Contractors license(s) after Tab 2b (See Primary Vendor Information – Qualifications and Experience, Question 6).***		X	
1.1.06	If contract vendor self-performs or subcontracts any portion of the work, the contract vendor may be licensed with a *B-1 General Commercial Contractor, B-2 General Small Commercial Contractor, KB-1 Dual Building Contractor, or KB-2 Dual Residential and Small Commercial* license(s). Contract vendor shall provide documentation from the Arizona Registrar of Contractors that the license provided other than a *C-42/CR-42 Roofing* license allows either self-performing and/or subcontracting the scope of work. ***Provide copy(ies) of Arizona Registrar of Contractors license(s) and Arizona Registrar of Contractors documentation after Tab 2b (See Primary Vendor Information – Qualifications and Experience, Question 6).***		X	
1.1.07	Contract vendor may also provide ancillary services that require an *Arizona Registrar of Contractor's C-11 Electrical or CR-11 Electrical, C-40 Insulation or CR-40 Insulation, C-45 Sheet Metal or CR-45 Sheet Metal, C-78 Solar Plumbing, Liquid Systems Only or CR-78 Solar Plumbing, Liquid Systems Only* license(s). Documentation of licenses will be dependent upon the services provided under an awarded contract as indicated by the answers provided to Qualification and Experience , Question 6. ***Provide copy(ies) of Arizona Registrar of Contractors license(s) after Tab 2b (See Primary Vendor Information – Qualifications and Experience, Question 6).***		X	
1.1.08	Bidders that are in the license application process shall provide evidence of application. An awarded contract will be contingent on a successful award of *C-42 Roofing or CR-42 Roofing* license. ***Provide a copy of the Arizona Registrar of Contractors application receipt with pending number after Tab 2b (See Primary Vendor Information – Qualifications and Experience, Question 6).***		X	
1.2	**Roofing – Ancillary Specifications**			
1.2.01	Contract vendor may provide the following ancillary services to include, but not be limited to: assessment, annual, semi-annual, or one-time roof inspection, design, investigation, maintenance, repair, and warranty service. ***Pricing for these services shall be included in the pricing workbook. Services provided at "No-charge" should be included in the response to (Tab 2a, Question #1e.) Value-added Services offered.***		X	
1.2.02	Contract vendor shall apply, repair, or install weatherproofing (e.g., asphaltum, pitch, tar, felt, glass fabric, flax, or other common materials) and roof accessories (e.g., flashing, valleys, gravel stops, or sheet metal).		X	

	Specifications		Comply	Exception/ Deviation*
1.2	**Roofing – Ancillary Specifications (Cont'd)**			
1.2.03	Roof design shall be completed by a qualified and registered designer. Designer shall be a professional registered by the *Arizona Board of Technical Registration*, or a Registered Roofing Consultant by the *International Institute of Building Enclosure Consultants*. ***If contract vendor offers this service provide evidence of professional registration after Tab 2j (See Primary Vendor Information – Qualifications and Experience, Question 13).***		X	
1.2.04	Roof assessments shall be completed by a qualified and registered accessor. Accessor shall be a professional registered by the *Arizona Board of Technical Registration*, or a Registered Roofing Consultant or a Registered Roofing Observer by the *International Institute of Building Enclosure Consultants*. ***If contract vendor offers this service, provide evidence of professional registration after Tab 2k (See Primary Vendor Information – Qualifications and Experience, Question 14).***		X	
1.2.05	Contract vendor that offers roof assessment and/or roof design shall carry errors and omissions insurance in the amount of $1 million per occurrence, $2 million aggregate. ***Refer to Special Term and Condition 6.1 Certificate of Insurance. Provide evidence of this insurance after Tab 2c.***		X	
1.2.06	Contract vendor shall submit an assessment report to the member. Assessment report shall contain the following information to include, but not be limited to: executive summary, conclusions, recommendations, current roof conditions, existing as-built drawings, schedule of values, status of warranty, preventive maintenance, roof system(s) detail (i.e., roof age, roof system manufacturer, roof system ID, roof curbs, roof parapets, roof flashing, roof drains), code compliance information, inspection compliance information (per A.R.S. 15-342.01), AHERA Plan (i.e., asbestos, lead, hazardous materials, PCB, rare earth metals), materials disposal information, structural review, core samples, thermal imaging/mapping, cost estimate, affidavit of non-collusion, pictures, participation of "The Trust", and special requirements.		X	
1.2.07	Assessment report shall also include the following: estimated life expectancy of existing roof system(s), documentation to fully convey existing roof condition (e.g., roof plan, pictures), identify deficient elements of the roof system(s) (e.g., roofing accessories, curb heights, on roof electrical elements, mechanical elements, flashings, valley, ridge, eave), core cut information (i.e., number of core cuts, location of core cuts, pictures of the cores, core analysis data), recommendations to correct roof system deficiencies to include a scope of work, and documentation of suspected areas of ponding that may increase the moisture content of the roofing materials and insulation.		X	
1.2.08	**School Facility Division (SFD) Specific requirement**. There shall be a Scope Confirmation Meeting coordinated between the Assessor, the Designer chosen for the project, the District, and the SFD Staff for defining the scope of work, the type of roofing system either for repair, re-coat or replacement and to make sure that the Designer understands the performance specification for that specific system. Schedule and estimate for the project shall be defined in this meeting based on the scope of work.		X	

	Specifications		Comply	Exception/ Deviation*
1.2	**Roofing – Ancillary Specifications (Cont'd)**			
1.2.09	Annual, semi-annual or one-time roof inspection, maintenance, and repair services may include, but not be limited to: clean debris from roof membrane, gutters and scuppers; repair tears, splits, and breaks in membrane; repair of flashings; secure loose cleats and loose clips; reseal exposed fasteners; repair base flashings, curb flashings, equipment flashings, drains, drain sumps and scuppers; caulk as needed to seal open areas and voids; dress up reflective coatings on flashings.		X	
1.2.10	Annual, semi-annual, and one-time roof inspection and maintenance plans shall include detailed services to be provided.		X	
1.2.11	Roof investigation may include, but not be limited to: tracing source of leaks; repair leaking roof, if inspection determined minor repairs shall stop the leak.		X	
1.3	**Roof Warranties**			
1.3.01	Contract vendor shall offer a standard ten-year warranty on restoration services and products provided. Warranty shall cover material failure, leak repair, and workmanship. Restoration warranty options for five, fifteen or twenty-year may also be offered. Contract vendor shall provide a copy of the warranty information to the member. ***Provide warranty pricing in the Warranty Pricing worksheet of the pricing workbook.***		X	
1.3.02	Contract vendor may offer a standard ten-year warranty on new and/or re-roof services and products provided. Warranty shall cover material and labor, flashings up to termination; blister repairs over 4 sf., and workmanship. New and/or re-roof warranty options for fifteen or twenty-years may be offered. Contract vendor shall provide a copy of the warranty information to the member. ***Provide warranty pricing in the Warranty Pricing worksheet of the pricing workbook.***		X	
1.4	**Roofing Materials Only Purchases**			
1.4.01	Contract vendor may offer material-only purchase of roofing products and supplies.		X	
1.4.02	Contract vendor shall provide a complete list and pricing for all roofing products and supplies. Product and supply pricing shall be included in the pricing workbook or included in a manufacturer's suggest retail or list price schedule. ***Provide offered product and supply pricing in the Material Only worksheet of the pricing workbook.***		X	
1.5	**School Facilities Division Funded Roofing Projects**			
1.5.01	Contract vendor shall inquire with the member if project is being funded with SFD *Building Renewal Grants*.		X	
1.5.02	Contract vendor agrees to provide member and the SFD all required documentation and reports for projects being funded with SFD *Building Renewal Grants*.		X	
1.5.03	Contract vendor agrees to only use personnel that meet the current applicable SFD requirements for assessing, inspecting, maintaining, installing, rejuvenating, or repairing services with SFD *Building Renewal Grants*. Contract vendor shall provide documentation of personnel meeting the current applicable SFD requirements upon request.		X	

Specifications
(Place after Tab 1e)

	Specifications		Comply	Exception/ Deviation*
1.5	**School Facilities Board Funded Roofing Projects (Cont'd)**			
1.5.04	Contract vendor agrees to comply with current applicable SFD recommendations, or required specifications and processes for any assessment, inspection, maintenance, installation, rejuvenation, or repairs performed for projects being funded with SFD *Building Renewal Grants*.		X	
1.5.05	Where roofing project process or phase requires an SFD inspection or approval prior to continuing, contract vendor agrees to schedule the inspection and receive SFD approval prior to continuing to the next process or phase of a project being funded with SFD *Building Renewal Grants*.		X	
1.5.06	Where an SFD specification, checklist requirement, or process conflicts with any IFB 23L-1221 specification, current applicable standards (identified on IFB 23L-1221 page 9 and 10 under the "references and definitions"), or manufacturer's recommendation; contract vendor agrees to notify the member of the conflict. Contract vendor may recommend the more stringent specification or process be followed. Contract vendor shall document the conflict and member's response on any grant application, assessment, inspection, quotation, final acceptance report, or close out documents provided to the member.		X	
1.6	**Roof Inspections Specifications**			
1.6.01	Contract vendor may provide comprehensive roof inspections.		X	
1.6.02	Contract vendor shall be qualified with proper certifications prior to completing any inspection services. Contract vendor may also use a certified subcontractor. Contract vendor shall provide evidence of certification if requested.		X	
1.6.03	Contract vendor roof inspection services may include, but not be limited to: inspection of the installed roofing system, roof structure, insulation, roof drain systems, ventilation, flashing, sealants, or any other present roof option or equipment.		X	
1.6.04	Contract vendor shall provide member a report of overall roof condition with specific information detailing areas of concern and remediation recommendations.		X	
1.7	**Asbestos Testing and Removal Specifications**			
1.7.01	Contract vendor may provide asbestos containing materials (ACM) testing and/or abatement services.		X	
1.7.02	Contract vendor and/or subcontractor employees responsible for asbestos testing, remediation or abatement shall be trained as *Type 3: Abatement Worker.* ***Provide evidence of Type 3: Abatement Worker certificate for each employee currently certified After Tab 2i.***		X	
1.7.03	Contract vendor shall provide member a report of suspected ACM testing results and remediation recommendations.		X	
1.7.04	Contract vendor shall provide the member evidence of current *Type 3: Abatement Worker* certificates for each employee assigned to work on any ACM abatement, if requested.		X	
1.7.05	Contract vendor shall perform all roofing abatement work in accordance with all current applicable federal, state, and local regulations, standards, codes, and ordinances that govern asbestos abatement.		X	

	Specifications		Comply	Exception/ Deviation*
1.7	**Asbestos Testing and Removal Specifications (Cont'd)**			
1.7.06	Contract vendor shall provide a written abatement plan with a pre-startup checklist. Abatement plan shall identify all abatement materials and equipment to be used.		X	
1.7.07	Contract vendor shall coordinate with the member to notify other employers on-site and occupants near the work area who may be disrupted by the roof abatement prior to job commencement.		X	
1.7.08	Contract vendor shall assume any additional insurance or bonding costs associated with asbestos abatement. Such costs shall be considered normal business expense of the contract vendor and shall be covered in the bid response.		X	
1.7.09	Contract vendor shall follow all current and applicable OSHA rules for the use of respiratory protective equipment and pertaining to the safety of workers.		X	
1.7.10	Contract vendor shall follow all current applicable NESHAP regulations for control of emissions from removed materials.		X	
1.7.11	Contract vendor shall assume full responsibility and liability for subcontractor's compliance with all applicable rules and regulations.		X	
1.7.12	Contract vendor shall dispose of all asbestos-containing debris and waste in accordance with current applicable EPA and ADEQ requirements.		X	
1.8	**Roof Options and Equipment Specification**			
1.8.01	Contract vendor may offer roof options and equipment to include, but not be limited to: roof drain systems, roof scuppers, roof hatches, roof walkways, roof ventilators, skylights, and fixed roof ladders.		X	
1.8.02	Contract vendor shall install roof options and equipment per manufacturer instructions.		X	
1.8.03	Aluminum and steel roof hatches are requested in various sizes and function.		X	
1.8.04	Skylights shall be curb mounted, with curbs a minimum of 8 inches above the finished roof, per the instructions of the skylight manufacturer. Skylights shall be available in a variety of styles, sizes, and functions.		X	
1.8.05	Safety/security grill retrofitting is requested for installed skylights.		X	
1.8.06	Refurbishment of installed skylights is requested. Skylight refurbishment may include, but not be limited to: replacement of outer dome, replacement of diffuser lens, refurbishment of skylight frame and safety/security grill.		X	
1.8.07	Refurbishment of installed skylights shall include, but not be limited to: inspection, repair or replacement of daylight control device, light tunnel, and shaft.		X	
1.8.08	Fixed roof ladders shall be designed for applications less than 20 feet in vertical height. Fixed roof ladders should be one-piece welded assemblies with walk-thru handrails.		X	
1.8.09	Walk-thru handrails should extend above landing surface, mounting brackets included. Safety cages shall be designed in accordance with OSHA specifications with flared bottom opening for easy entry.		X	
1.8.10	Walk-thru handrail fastening, design, and height requirements shall comply with current applicable regulations and manufacturer instructions.		X	

	Specifications		Comply	Exception/ Deviation*
1.8	**Roof Options and Equipment Specification (Cont'd)**			
1.8.11	Security ladder guards are requested. Security ladder guards should be mounted directly over the ladder climbing rungs. Guard should be mounted using a one-piece continuous hinge or equivalent and included a lockable hasp.		X	
1.8.12	Repair kits for wet or dry repairs of various roof systems may be offered. ***Provide pricing in the pricing workbook.***		X	
1.9	**Asphalt Shingles Specifications**			
1.9.01	Asphalt shingles and underlayment shall meet the current applicable ASTM and IECC standards for manufacture and performance.		X	
1.9.02	Asphalt shingles may be either organic or fiberglass reinforced with at a minimum the following characteristics to include, but not be limited to: dimensional shingle, 36 inches to 40 inches in length, 12 inches to 13.25 inches width, 5 inches to 5.625 inches exposure.		X	
1.9.03	Facia / barge boards should be protected from the environment by drip edge flashing with a minimum 20-year performance and shall be sealed to prevent moisture penetration into any enclosed space at the eaves and soffits.		X	
1.9.04	Asphalt shingle edges shall have a metal drip that extends under the shingle no less than 3 inches, be at least 2 inches in height, with a minimal 45 degree toe.		X	
1.9.05	Installed gutters, rain diverters, or snow/ice guards should prevent water, snow/ice from falling into any walking surfaces beneath the roof line.		X	
1.9.06	Contract vendor shall install gutters and downspouts in accordance with local code.		X	
1.9.07	Contract vendor shall ensure enclosed attic space be vented in accordance with local code.		X	
1.9.08	Roof valleys should have a minimum of 24 inches of metal flashing underlayment centered in the valley with a 2 inch clearance on the center rib.		X	
1.9.09	Contract vendor shall ensure all penetrations be weather sealed with appropriate materials to prevent pooling water or allow moisture to penetrate below the roof into the building.		X	
1.9.10	Crickets installed at curbs or other locations wider than 24 inches should be constructed of sheet metal or plywood.		X	
1.9.11	Contract vendor shall install crickets in accordance with local code.		X	
1.10	**Clay Tile Specifications**			
1.10.01	Clay tile and underlayment shall meet the current applicable ASTM and IECC standards for manufacture and performance.		X	
1.10.02	Clay tile fasteners shall be copper or stainless steel and compatible with all other metal materials used on the roof. Galvanized fasteners are not allowed.		X	
1.10.03	Wood battens shall be used on all installations.		X	
1.10.04	Facia / barge boards should be protected from the environment by drip edge flashing with a minimum 20-year performance and shall be sealed to prevent moisture penetration into any enclosed space at the eaves and soffits.		X	
1.10.05	Clay tile edges shall have a metal drip that extends under the shingle no less than 3 inches, be at least 2 inches in height, with a minimal 45 degree toe.		X	

	Specifications		Comply	Exception/ Deviation*
1.10	**Clay Tile Specifications (Cont'd)**			
1.10.06	Installed gutters, rain diverters, or snow/ice guards should prevent water, snow/ice from falling into walking surfaces beneath the roof line.		X	
1.10.07	Contract vendor shall install gutters and downspouts in accordance with local code.		X	
1.10.08	Contract vendor shall ensure enclosed attic space be vented in accordance with local code.		X	
1.10.09	Roof valleys should have a minimum of 24 inches of metal flashing underlayment centered in the valley.		X	
1.10.10	Contract vendor shall ensure all penetrations be weather sealed with appropriate materials to prevent pooling water or allow moisture to penetrate below the roof into the building.		X	
1.10.11	Crickets installed at curbs or other locations wider than 24 inches should be constructed of sheet metal or plywood.		X	
1.10.12	Contract vendor shall install crickets in accordance with local code.		X	
1.11	**Concrete Tile Specifications**			
1.11.01	Concrete tile and underlayment shall meet the current applicable ASTM and IECC standards for manufacture and performance.		X	
1.11.02	Concrete tile fasteners shall be copper or stainless steel and compatible with all other metal materials used on the roof. Galvanized fasteners are not allowed.		X	
1.11.03	Wood battens shall be used on all installations.		X	
1.11.04	Facia / barge boards should be protected from the environment by drip edge flashing with a minimum 20-year performance and shall be sealed to prevent moisture penetration into any enclosed space at the eaves and soffits.		X	
1.11.05	Concrete tile edges shall have a metal drip that extends under the shingle no less than 3 inches, be at least 2 inches in height, with a minimal 45 degree toe.		X	
1.11.06	Installed gutters, rain diverters, or snow/ice guards should prevent water, snow/ice from falling into walking surfaces beneath the roof line.		X	
1.11.07	Contract vendor shall install gutters and downspouts in accordance with local code.		X	
1.11.08	Contract vendor shall ensure enclosed attic space be vented in accordance with local code.		X	
1.11.09	Roof valleys should have a minimum of 24 inches of metal flashing underlayment centered in the valley.		X	
1.11.10	Contract vendor shall ensure roof penetrations are weather sealed with appropriate materials to prevent pooling water or allow moisture to penetrate below the roof into the building.		X	
1.11.11	Crickets installed at curbs or other locations wider than 24 inches should be constructed of sheet metal or plywood.		X	
1.11.12	Contract vendor shall install crickets in accordance with local code.		X	
1.12	**Cool Roof Coating Specifications**		X	
1.12.01	Cool roof coating shall meet the current applicable ASTM standards. Cool roof coating shall be Energy Star Rated and listing on the Cool Roof Rating Council website.		X	
1.12.02	Contract vendor shall apply treatment of the back of parapet to the existing roof membrane by spray or roller that fully encapsulates any base or parapet wall flashing.		X	

	Specifications		Comply	Exception/ Deviation*
1.12	**Cool Roof Coating Specifications (Cont'd)**			
1.12.03	Contract vendor shall seal the back parapet wall with either a water repellant or waterproof product at locations where the roof membrane terminates less than the full height of the parapet wall.		X	
1.12.04	Contract vendor shall apply cool roof coating to any membrane applied to a high wall.		X	
1.12.05	Contract vendor shall seal the high wall with either a water repellant or waterproof materials compatible with the substrate at areas where the cool roof coating system (acrylic or elastomeric acrylic) does not extend the full height of the high wall.		X	
1.12.06	Contract vendor shall use a biodegradable cleaner in areas that have accumulated dirt or other contaminants before installation per manufacturer instructions.		X	
1.12.07	Contract vendor shall apply the cool roof coating system by sprayer or roller. If coating is sprayed applied, the first coat shall be back rolled, 25 dry mil coating thickness is required unless coating manufacturer or roof manufacturer requires a greater dry mil thickness.		X	
1.12.08	The cool roof coating system shall be considered part of the roof manufacturers' 20-year no dollar limit (NDL) material and labor warranty and the manufacturer of the roofing product must accept or approve the use of the cool roof coating product and that the cool roof coating will not alter or void the roofing product warranty in any way. A 20-year coating manufacturer product warranty shall be required.		X	
1.13	**Ethylene – Propylene – Diene – Monomer (EPDM) Specifications**			
1.13.01	The EPDM roofing system is not to be used for installations in desert regions and locations.		X	
1.13.02	The selection of this roofing system should be on a project-by-project basis as it has limited application compatibility with various roofing systems.		X	
1.13.03	EPDM roofing system shall meet the current applicable ASTM standards.		X	
1.13.04	Contract vendor shall apply the EPDM system adhesively to the back of parapets. EPDM membrane systems applied to back of parapets shall not exceed manufacturer's requirements.		X	
1.13.05	Contract vendor shall seal the surface with waterproof materials suitable to the substrate at locations where the EPDM membrane does not extend for the full height of the parapet wall.		X	
1.13.06	Contract vendor shall apply the EPDM system adhesively to high walls as required. EPDM membrane systems on high walls shall not exceed manufacturer's requirements.		X	
1.13.07	Contract vendor shall not extend the EPDM roof membrane on high walls to a height where the roof membrane can be seen from the ground.		X	
1.13.08	Contract vendor shall seal the surface with waterproof materials suitable to the substrate at locations where the EPDM membrane does not extend for the full height of the high wall.		X	

	Specifications		Comply	Exception/ Deviation*
1.13	**Ethylene – Propylene – Diene – Monomer (EPDM) Specifications (Cont'd)**			
1.13.09	Acceptable rigid board insulation types shall include: polyisocyanurate foam board, polystyrene board insulation and composite board insulation. The thickness can be determined by member, designer, or application requirements.		X	
1.13.10	Contract vendor shall use a coverboard in all EPDM membrane roof assemblies.		X	
1.13.11	Coverboards shall provide the following functions: separate incompatible materials, minimize thermal drift, protect rigid board insulation, provide rigid support for the roof membrane.		X	
1.13.12	Coverboards shall be provided in the following board types to include, but not be limited to: glass mat faced gypsum boards, high density wood fiber, and high density polyisocyanurate board. Paper faced gypsum board is not allowed.		X	
1.13.13	EPDM roofing system design, specifications and installation shall provide a 20-year minimum life. Proper installation is particularly important to the life of this roofing system and should require both third party quality assurance and quality control inspections as well as enhanced manufacturer inspections during the construction.		X	
1.13.14	A fully adhered membrane is recommended, but attachment is to be determined on a project basis, and member approval.		X	
1.13.15	Fastener length for mechanically attached EPDM roof systems shall not exceed 10 inches.		X	
1.13.16	Contract vendor shall provide a two year minimum material and labor warranty.		X	
1.13.17	All components of the EPDM roofing system shall be supplied by the roofing manufacturer in order to maintain the warranty and fire classification of the system.		X	
1.13.18	Contract vendor shall use low VOC adhesives. Adhesives shall be free of any hazardous materials.		X	
1.13.19	All penetrations, curb flashings and corner flashings shall be factory fabricated. No field fabricated components are permitted.		X	
1.13.20	Roof mounted equipment / accessories shall be constructed of materials that will be compatible with the EPDM roofing material.		X	
1.14	**Spray Applied Polyurethane Foam (SPF) Specifications**			
1.14.01	SPF roofing system and insulation shall meet the current applicable ASTM standards.		X	
1.14.02	Contract vendor shall apply the SPF roofing system by sprayer to the back of parapets as required. SPF roof insulation thickness on the back of parapets shall be 1 inch at a minimum.		X	
1.14.03	Contract vendor shall separate the SPF roof system with metal flashing that counter flashes the SPF roof systems on the back of parapet walls with stucco or synthetic wall systems. CMU or CIP concrete parapets do not require metal counter flashing.		X	
1.14.04	Contract vendor shall apply the SPF roofing system by sprayer to high walls as required. There are no height limitations of SPF roof systems on high walls.		X	
1.14.05	Contract vendor shall color match the final topcoat of protective coating if the SPF roof system is installed to a height that can be seen from the ground, with the existing high wall and surrounding colors.		X	

	Specifications		Comply	Exception/ Deviation*
1.14	**Spray Applied Polyurethane Foam (SPF) Specifications (Cont'd)**			
1.14.06	Rigid insulation board is optional, if used acceptable rigid board insulation shall include: polyisocyanurate foam board and composite board insulation. The thickness can be determined by member, designer, or application requirements. Contract vendor may attach boards by mechanically fastening or adhering the boards with low rise adhesive.		X	
1.14.07	Rigid insulation board is optional for use over various types of roof decks. Contract vendor shall install a minimum .5 inch thermal barrier board over steel decks and a minimum .25 inch thermal barrier board over combustible decks before installing rigid insulation board. This is not required when the Manufacturer can demonstrate that the composite roof system has passed the Class A Exterior and Class I Interior Fire Tests.		X	
1.14.08	Contract vendor shall install a thermal barrier board over combustible deck installations where a Class A fire rating is required. Direct to combustible deck application of SPF roof system is approved if a Class B fire rating is acceptable. Contract vendor shall install a minimum .5 inch thermal barrier board over steel roof deck construction before the installation of either insulation board or SPF roof insulation.		X	
1.14.09	Thermal barrier boards are not required but are optional in SPF roof system applications over existing built-up roofing, Modified Bitumen, and Metal Panel or SPF roof systems. Thermal barrier boards are not required over concrete roof decks.		X	
1.14.10	Contract vendor shall apply a substrate primer on all roof top surfaces to receive the SPF roof system, with the exception of rigid insulation and factory primed thermal barrier boards. The substrate primer shall be used as required by the roofing manufacturer issuing the roof warranty for the project and installed per manufacturer's application instructions.		X	
1.14.11	The SPF roof insulation shall have a minimum compressive strength of 50 psi and have a flame spread of less than 75. The SPF roof insulation shall be fire classified as part of the SPF composite roof system Class A or Class B fire rating. The SPF roof insulation shall contain only zero ozone depleting blowing agents.		X	
1.14.12	Contract vendor shall install the SPF roof insulation at a minimum thickness of 2 inches over rigids insulation board and a minimum 1.5 inches over all other horizontal roof surfaces. Vertical substrates shall receive 1 inch minimum thickness.		X	
1.14.13	Contract vendor shall store transport and install SPF roof insulation in compliance with manufacturer's instructions and current applicable local and state statutes and regulations.		X	
1.14.14	No Private Label Products or Manufacturers allowed.		X	
1.14.15	Roof mounted equipment and accessories shall be constructed from materials that are compatible with the SPF roofing systems component.		X	
1.14.16	All roof top mounted curbs and penetrations shall be a minimum of 8 inches above the height of the finished roof surface.		X	

1.15	High Tensile Acrylic (HTA) Specifications			
1.15.01	HTA roofing system and insulation shall meet the current applicable ASTM standards.		X	
1.15.02	HTA roof system shall be spray or roller applied to the parapet walls as required.		X	
1.15.03	HTA roof system application height to the back of parapet walls shall be determined by the type of parapet wall surface. HTA roof system may be terminated beneath the metal wall counter flashing or extend up the back of the parapet wall. If the back of the parapet wall is stucco or a synthetic wall system, the coating shall either terminate beneath the metal parapet wall counter flashing or extend the full height of the back of the parapet wall.		X	
1.15.04	Contract vendor shall waterproof the back of the parapet wall surface with materials suitable to the substrate at locations where the HTA roof system terminates less than the full height of the parapet wall.		X	
1.15.05	Contract vendor shall apply the HTA roof system sprayer or roller to properly prepare high wall substrate. Height of HTA roof system on high walls is unlimited.		X	
1.15.06	Contract vendor shall color match the HTA roof system if it can be seen from the ground, to match the surrounding substrate color. If a color match is not practical, the coating shall be terminated to a height where the HTA roof system cannot be seen from the ground.		X	
1.15.07	Contract vendor shall waterproof the high wall surface with materials compatible with the substate at locations where the HTA roof system does not extend the full height of the high wall.		X	
1.15.08	Contract vendor shall use a biodegradable cleaner where required to ensure the existing roof surface is in a clean condition prior to application of the HTA roof system.		X	
1.15.09	Fabric adhesive and bleed block primer shall be used on asphaltic surfaces to increase the adhesion of the new HTA roof system and prevent asphalt bleed from the existing roof system through the new HTA roof system.		X	
1.15.10	Contract vendor shall use a primer as required by HTA roof system manufacturer instructions to provide greater adhesion to aluminized asphalt, metal, concrete masonry units (CMU) or other surfaces to receive the HTA roof system.		X	
1.15.11	Self-flashing SPF roof insulation can be used as an option to seal parapet walls, pipe penetrations, curbs, and other roof top penetrations. SPF insulation shall be UL 723 fire rated and have at a minimal a 50 psi compressive strength.		X	
1.15.12	Contract vendor shall use a polyurethane sealant, as approved by the coating manufacturer, to fill cracks, splits, or voids and for sealing reglet counter flashing.		X	
1.15.13	Stitch bonded polyester fabric, as supplied by HTA roof system manufacturer, may be used as reinforcement at drain/scupper areas, valley lines, pipe penetrations, curbs, split seams, flashings, tears, perimeter areas or for the full reinforcement of the new HTA roof system.		X	
1.15.14	Acrylic sealant may be used as an option to stitch bonded fabric on certain detail areas, leveling small rough textured areas and for reinforcing metal flanges at drip edges.		X	

	Specifications		Comply	Exception/ Deviation*
1.15	**High Tensile Acrylic (HTA) Specifications (Cont'd)**			
1.15.15	HTA coating shall be internally plasticized to provide a permanently flexible waterproof coating system that is fire classified by UL or a recognized fire testing agency to comply with ASTM E108 Class A or Class B as required.		X	
1.15.16	HTA roof system shall have a minimum ten-year, no dollar limit (NDL) material and labor warranty to be provided by the roof coating manufacturer. Fifteen and twenty-year no dollar limit (NDL) material and labor warranties should be made available when required by the designer and the coating manufacturer.		X	
1.15.17	The minimum dry mil thickness of the HTA roof system shall be 35 or greater if required by the HTA roof system manufacturer for a ten-year, no dollar limit (NDL) manufacturer material and labor warranty. Fifteen-year material and labor warranty shall be a minimum 40 dry mil thickness and twenty-year material and labor warranty shall be 45 dry mil thickness or greater if required by the HTA roof system manufacturer.		X	
1.15.18	Contract vendor shall use the HTA roof system manufacturer's installation guide specifications for the proper repair of the existing roof system, surface preparation and installation of the HTA roof system components shall be considered an integral part of this specification.		X	
1.16	**Ketone Ethylene Ester (KEE) Specifications**			
1.16.01	KEE roofing system and insulation shall meet the current applicable ASTM standards.		X	
1.16.02	KEE roofing system shall be adhesively applied to the back of parapets or high walls as required.		X	
1.16.03	KEE membrane height that is applied to the back of parapets or high walls shall not exceed manufacturer's requirements.		X	
1.16.04	Contract vendor shall waterproof the back of the parapet wall surface with materials suitable to the substrate at locations where the KEE membrane does not extend for the full height of the parapet or high walls.		X	
1.16.05	Acceptable rigid board insulation types shall include, but not be limited to: polyisocyanurate foam board, polystyrene board insulation and composite board insulation. The thickness can be determined by member, designer, or application requirements.		X	
1.16.06	Contract vendor shall use coverboards in all KEE membrane roof assemblies. Coverboards should provide the following functions to included, but not be limited to: separate incompatible materials, minimize thermal drift, protect rigid board insulation, provide rigid support for the roof membrane.		X	
1.16.07	Coverboards shall be provided in the following board types to include, but not be limited to: glass mat faced gypsum boards, high density wood fiber, and high density polyisocyanurate board. Paper faced gypsum board is not allowed.		X	
1.16.08	KEE roofing system is acceptable as an overlay over an existing roofing system.		X	
1.16.09	KEE roofing system shall meet ASTM Standard Specification D6754 or D4434, 45 mil minimum thickness. The KEE membrane shall contain more than 50% KEE polymer content.		X	
1.16.10	A fully adhered membrane is recommended, but attachment is to be determined on a project basis, and member approval.		X	

	Specifications		Comply	Exception/ Deviation*
1.16	**Ketone Ethylene Ester (KEE) Specifications (Cont'd)**			
1.16.11	Fastener length for mechanically attached systems shall not exceed 10".		X	
1.16.12	The KEE roofing system shall have a twenty-year, no dollar limit (NDL) material and labor warranty to be provided by the manufacturer.		X	
1.16.13	A two year minimum material and labor warranty shall be provided by the contract vendor.		X	
1.16.14	All components of the roofing system shall be supplied by the roofing manufacturer in order to maintain the warranty and fire classification of the system		X	
1.16.15	Contract vendor shall use low VOC adhesives. Adhesives shall be free of any hazardous materials. Low rise adhesive is recommended.		X	
1.16.16	All penetrations, curb flashings and corner flashings should be factory fabricated. No field fabricated components shall be permitted.		X	
1.16.17	Roof mounted equipment and accessories shall be constructed from materials that are compatible with the KEE roofing system components		X	
1.17	**Metal Shingles Specifications**			
1.17.01	Metal shingle / panel roofing system and underlayment shall meet the current applicable ASTM standards.		X	
1.17.02	Metal shingle / panel underlayment may include, but not be limited to: self-adhered underlayment or bituminous membrane.		X	
1.17.03	Self-adhered underlayment shall have a minimum vapor permeance of 15. Bituminous membranes shall be of the high temperature type.		X	
1.17.04	Contract vendor shall use fasteners that are compatible with all other metal materials used on the roof.		X	
1.17.05	Facia / barge boards should be protected from the environment in a manner that should provide a minimum 20-year performance and shall be sealed to prevent moisture penetration into any enclosed space at the eaves and soffits.		X	
1.17.06	Metal shingle / panel edges shall have a metal drip that extends under the shingle no less than 3 inches, be at least 2 inches in height, with a minimal 45 degree toe.		X	
1.17.07	Contract vendor shall install gutters, rain diverters, or snow/ice guards that should prevent water, snow/ice from falling into any walking surfaces beneath the roof line.		X	
1.17.08	Contract vendor shall install gutters and downspouts in accordance with local code.		X	
1.17.09	Contract vendor shall ensure enclosed attic space be vented in accordance with local code.		X	
1.17.10	Roof valleys should have a minimum of 24 inches of metal flashing underlayment centered in the valley.		X	
1.17.11	Contract vendor shall ensure roof penetrations are weather sealed with appropriate materials to prevent pooling water or allow moisture to penetrate below the roof into the building.		X	
1.17.12	Crickets installed at curbs or other locations wider than 24 inches should be constructed of sheet metal.		X	
1.17.13	Contract vendor shall install crickets in accordance with local code.		X	

	Specifications		Comply	Exception/ Deviation*
1.17	**Metal Shingles Specifications (Cont'd)**			
1.17.14	Curb heights shall be at least 8" above roof surface and at least 6" above the high point of the adjacent cricket.		X	
1.18	**Metal Roof Specifications**			
1.18.01	Metal roofing system and underlayment shall meet the current applicable ASTM standards.		X	
1.18.02	Contract vendor shall sawcut or inlet the metal roofing flashing system at wall when possible. Surface mounted design of flashing is acceptable if determined necessary by member, designer, or application requirements.		X	
1.18.03	Transition from metal to low slope shall be detailed to allow for low slope roof replacement in the future if required and to prevent the removal of metal panels.		X	
1.18.04	Contract vendor shall use rigid board insulation, acceptable types to include, but not be limited to: polyisocyanurate foam board, polystyrene board insulation and composite board insulation. The thickness can be determined by member, designer, or application requirements. R value should be determined based on the applicable building code.		X	
1.18.05	Contract vendor shall use coverboard if required for fire rating or by manufacturer recommendations.		X	
1.18.06	Coverboards should provide the following functions to include, but not be limited to: separate incompatible materials, minimize thermal drift, protect rigid board insulation, and provide rigid support.		X	
1.18.07	Coverboards shall be provided in the following types to include, but not be limited to: gypsum deck, high density polyisocyanurate board, or composite 4 inch iso with plywood laminated to the insulation.		X	
1.18.08	Metal roofing system is acceptable as an overlay over an existing rigid insulation, as determined by the member or designer and allowed per the local building code.		X	
1.18.09	Metal roofing system underlayment shall be self-adhered and self-healing, high temp underlayment, 40 mil min thickness, installed per manufacturer requirements and shop drawings. Felt underlayment is not allowed.		X	
1.18.10	Metal panels shall be a minimum 24 gauge with striations, pencil lines or mesas. Metal panels shall be a maximum width of 18 inches. Major components shall not be a private label.		X	
1.18.11	Flashing, trim, metal closures, strips, caps, gutters, roof curbs, and similar components shall be the same gauge and finish as the metal roof panels.		X	
1.18.12	Metal roofing system end laps or splicing of panels is not allowed.		X	
1.18.13	Radius panels should be mechanically curved with no cutting or bending. Panels shall be installed per manufacturers shop drawings based on specific project design.		X	
1.18.14	Thermal fasteners shall be multipiece for expansion and contraction. Fixed fasteners may be used when the manufacturer can substantiate the system can accommodate the thermal cyclic movement under live loads and thermal conditions. Manufacturer should provide wind uplift and fastener patterns with shop drawings that are project specific based on pressures provided by the member or designer.		X	

	Specifications		Comply	Exception/ Deviation*
1.18	**Metal Roof Specifications (Cont'd)**			
1.18.15	Contract vendor shall use tape sealant that provides 100% closure. Joint sealant should be used per manufacturers requirements. Seam sealant should be required on slopes less than 2:12.		X	
1.18.16	Roof mounted equipment and accessories shall be constructed from materials that are compatible with the metal roofing system components.		X	
1.19	**Modified SBS Specifications**			
1.19.01	Modified SBS roofing system and underlayment and insulation shall meet the current applicable ASTM standards.		X	
1.19.02	Contract vendor shall not apply Modified SBS membrane to the back of parapets or high walls at a height that exceeds manufacturer's requirements.		X	
1.19.03	Contract vendor shall waterproof the high wall surface with materials compatible with the substrate at locations where the Modified SBS membrane does not extend for the full height of the parapet walls and high wall.		X	
1.19.04	Contract vendor shall not extend the Modified SBS membrane to a height on high walls where the material can be seen from the ground.		X	
1.19.05	Contract vendor shall weather seal the surface of the parapet or high wall in a fashion appropriate for that type of wall.		X	
1.19.06	Contract vendor shall use coverboards, insulation boards or substrate boards.		X	
1.19.07	Acceptable insulation or substrate board types shall include, but not be limited to: polyisocyanurate foam board, polystyrene board insulation and composite board insulation. The thickness should be determined by member, designer, or application requirements. R value should be determined based on the applicable building code for new construction. For existing construction, the thickness should be determined by the member or designer.		X	
1.19.08	Contract vendor shall not use fasteners for mechanically attaching insulation or base sheet that exceed manufacturer length requirements.		X	
1.19.09	Coverboards should provide the following functions to include, but not be limited to: separate incompatible materials, minimize thermal drift, protect rigid board insulation, provide rigid support for roof membrane, and system fire rating.		X	
1.19.10	Coverboards shall be provided in the following board types to include, but not be limited to: gypsum based coverboard and high density wood fiber. Paper faced gypsum board shall not be used as coverboard.		X	
1.19.11	Modified SBS system is acceptable as an overlay over an existing roofing system, as determined by the member, designer and allowed per the local building code.		X	
1.19.12	Contract vendor shall install the Modified SBS Roofing System with a minimum of 2 and maximum of 3 plies, where the combination of the plies meets or exceeds 850 lbf. per inch of Tear Strength and 500 lbf. per inch of Tensile Strength, in both machine direction and cross machine direction when tested per current applicable ASTM standard.		X	

	Specifications		Comply	Exception/ Deviation*
1.19	**Modified SBS Specifications (Cont'd)**			
1.19.13	Contract vendor shall install the Modified SBS using any combination of the following scrim reinforcements: polyester, glass fiber, or a combination of polyester and glass fiber.		X	
1.19.14	Modified SBS roof design, specification and installation shall provide a 20-year minimum life. Proper installation is particularly important to the life of this roofing system and should require both third part quality assurance and quality control inspections as well as enhanced manufacturer inspections during the construction.		X	
1.19.15	Contract vendor shall install a membrane system that may include, but not be limited to: hot asphalt, cold adhesive or self-adhered. The type of membrane should be decided by the member, assessor, designer, and SFD staff prior to start of construction.		X	
1.19.16	The Modified SBS roofing system shall have a twenty-year, no dollar limit (NDL) material and labor warranty to be provided by the manufacturer for all the types of roofing failures which should include, but not be limited to: roof leaks, blisters, ponding, sliding materials, or loss of granules)		X	
1.19.17	Contract vendor shall provide a two year minimum material and labor warranty.		X	
1.19.18	Contract vendor shall use materials that meet low VOC standards, and not contain asbestos, lead, or other hazardous materials.		X	
1.19.19	All penetrations, curb flashings and corner flashings should be factory fabricated. No field fabricated components shall be permitted.		X	
1.19.20	Roof mounted equipment and accessories shall be constructed from materials that are compatible with the modified SBS roofing system components.		X	
1.20	**Polyvinyl- Chloride (PVC) Specifications**			
1.20.01	PVC roofing system and insulation shall meet the current applicable ASTM standards.		X	
1.20.02	Contract member shall adhesively apply the PVC roofing system to the back of parapets or high walls as required.		X	
1.20.03	Contract vendor shall apply PVC membrane to the back of parapet or high wall to not exceed manufacturer's height requirements.		X	
1.20.04	Contract vendor shall waterproof the high wall surface with materials compatible with the substrate at locations where the PVC membrane does not extend for the full height of the parapet or high walls.		X	
1.20.05	Contract vendor shall use acceptable rigid board insulation. Insulation types shall include, but not be limited to: polyisocyanurate foam board, polystyrene board insulation and composite board insulation. The thickness can be determined by member, designer, or application requirements.		X	
1.20.06	Contract vendor shall use a coverboard in all PVC membrane roof assemblies. Coverboards should provide the following functions to include, but not be limited to: separate incompatible materials, minimize thermal drift, protect rigid board insulation, provide rigid support for the roof membrane.		X	
1.20.07	Coverboards shall be provided in the following board types to include, but not be limited to: glass mat faced gypsum boards, high density wood fiber, and high density polyisocyanurate board. Paper faced gypsum board is not allowed.		X	

	Specifications		Comply	Exception/ Deviation*
1.20	**Polyvinyl- Chloride (PVC) Specifications (Cont'd)**			
1.20.08	PVC roofing system is acceptable as an overlay over an existing roofing system.		X	
1.20.09	PVC roofing system shall meet ASTM Standard Specification D4434, 60 mil minimum thickness.		X	
1.20.10	A fully adhered membrane is recommended, but attachment is to be determined on a project basis, and member approval.		X	
1.20.11	Fastener length for mechanically attached systems shall not exceed 10 inches.		X	
1.20.12	The PVC roofing system shall have a twenty-year, no dollar limit (NDL) material and labor warranty to be provided by the manufacturer.		X	
1.20.13	Contract vendor shall provide a two year minimum material and labor warranty.		X	
1.20.14	All components of the roofing system shall be supplied by the roofing manufacturer in order to maintain the warranty and fire classification of the system.		X	
1.20.15	Contract vendor shall use low VOC adhesives. Adhesives shall be free of any hazardous materials. Low rise adhesive is recommended.		X	
1.20.16	All penetrations, curb flashings and corner flashings should be factory fabricated. No field fabricated components shall be permitted.		X	
1.20.17	Roof mounted equipment and accessories shall be constructed from materials that are compatible with the PVC roofing system components.		X	
1.21	**Thermoplastic-Polyolefin (TPO) Specifications**			
1.21.01	TPO roofing system and insulation shall meet the current applicable ASTM standards.		X	
1.21.02	Contract vendor shall adhesively apply the TPO roofing system to the back of parapets or high walls as required.		X	
1.21.03	Contract vendor shall apply TPO membrane to the back of parapet or high wall to not exceed manufacturer's height requirements.		X	
1.21.04	Contract vendor shall waterproof the high wall surface with materials compatible suitable to the substrate at locations where the PVC membrane does not extend for the full height of the parapet or high walls.		X	
1.21.05	Contract vendor shall use acceptable rigid board insulation. Insulation types shall include, but not be limited to: polyisocyanurate foam board, polystyrene board insulation and composite board insulation. The thickness can be determined by member, designer, or application requirements.		X	
1.21.06	Contract vendor shall use a coverboard in all TPO membrane roof assemblies. Coverboards should provide the following functions: separate incompatible materials, minimize thermal drift, protect rigid board insulation, provide rigid support for the roof membrane.		X	
1.21.07	Coverboards shall be provided in the following board types to include, but not be limited to: glass mat faced gypsum boards, high density wood fiber, and high density polyisocyanurate board. Paper faced gypsum board is not allowed.		X	
1.21.08	PVC roofing system is acceptable as an overlay over an existing roofing system.		X	

	Specifications		Comply	Exception/ Deviation*
1.21	**Thermoplastic-Polyolefin (TPO) Specifications (Cont'd)**			
1.21.09	PVC roofing system shall meet ASTM Standard Specification D6878, 60 mil minimum thickness.		X	
1.21.10	A fully adhered membrane is recommended, but attachment is to be determined on a project basis, and member approval.		X	
1.21.11	Fastener length for mechanically attached systems shall not exceed 10 inches.		X	
1.21.12	The TPO roofing system shall have a twenty-year, no dollar limit (NDL) material and labor warranty to be provided by the manufacturer.		X	
1.21.13	Contract vendor shall provide a two year minimum material and labor warranty.		X	
1.21.14	All components of the roofing system shall be supplied by the roofing manufacturer in order to maintain the warranty and fire classification of the system.		X	
1.21.15	Contract vendor shall use low VOC adhesives. Adhesives shall be free of any hazardous materials. Low rise adhesive is recommended.		X	
1.21.16	All penetrations, curb flashings and corner flashings should be factory fabricated. No field fabricated components shall be permitted.		X	
1.21.17	Roof mounted equipment and accessories shall be constructed from materials that are compatible with the TPO roofing system components.		X	

***Exceptions/deviations must be listed on the *Scope of Work and Specifications Acceptance Form*. List the specification number for each exception/deviation.**

Scope of Work and Specifications Acceptance Form
(Place after Tab 1e)

Signature on page 2 certifies complete acceptance of the Scope of Work and Specifications in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Scope of Work and Specifications:

☒ **We take no exceptions/deviations to the Scope of Work and Specifications.**

(*Note: If nothing is listed below, it is understood that no exceptions/deviations are taken.)*

☐ **We take the following exceptions/deviations to the Scope of Work and Specifications. All exceptions/deviations shall be clearly explained. Reference the corresponding Scope of Work or Specifications that you are taking exceptions/deviations to. Provide details on your exceptions/deviations below:**

(*Note: All requested exceptions/deviations must be clearly explained. Reference the specific language that you are taking exceptions/deviations to, detail any proposed substitute language, and clearly explain how the exceptions/deviations meet or exceed Scope of Work and Specifications. Unacceptable exceptions/deviations shall remove your bid from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions/deviations and Mohave's decision shall be final.)*

Bid Bond
(Place after Tab 1f)

KNOW ALL MEN BY THESE PRESENTS:

THAT, Jim Brown & Sons Roofing Co. Inc.

(hereinafter called Principal), as Principal, and Atlantic Specialty Insurance Company

a corporation organized and existing under the laws of the State of New York, with its principal office in the city of Plymouth. MN, (hereinafter called the Surety), as Surety, are held and firmly bound unto Mohave Educational Services Cooperative, Inc. in the State of Arizona, (hereinafter called the Obligee) in the amount of $100,000 for payment whereof the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Roof and Roofing Systems.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

The prevailing party in a suit on this bond shall recover as part of his judgment such reasonable attorney fees as may be fixed by a judge of the court.

Witness our hands this 11th day of December, 20 23 .

Jim Brown & Sons Roofing Co. Inc.
PRINCIPAL SEAL

BY

Atlantic Specialty Insurance Company
SURETY SEAL

BY Alexander Paffenbarger, Attorney-in-Fact

Paffenbarger & Walden LLC dba The Bond Source
AGENCY OF RECORD

OneBeacon
INSURANCE GROUP

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Ronald G. Hecksel, Randi L. Morgan, Alexander Paffenbarger, Andrew J. Paffenbarger, Scott Wareing**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON DWAN NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2025

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 11th day of December, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2025

_____
Kara Barrow, Secretary

P&W
THE BOND SOURCE

1500 E Bethany Home Rd.
Suite 190
Phoenix, AZ 85014
P 602-212-9160
F 602-212-9161

December 11, 2023

Michael Nentwig
Mohave Educational Services Cooperative, Inc.
211 N 7th St,
Kingman, AZ 86401

Re: INVITATION FOR BID 23L-1221 - Roof and Roofing Systems

Dear Mr. Nentwig:

We are pleased to advise that Jim Brown and Sons Roofing Co. Inc. (herein after referred to as "Jim Brown and Sons") is a surety client of our agency. Jim Brown and Sons is considered one of our finest clients and is an exceptional contractor.

Surety Credit for Jim Brown and Sons is established through a program with Atlantic Specialty Insurance Company (herein after referred to as "ASIC") ASIC is rated "A+" (Superior) by A.M. Best Company. ASIC is prepared to consider contract bond requests up to ten million dollars ($10,000,000) for single contracts and up to twenty million dollars ($20,000,000) in bonded aggregate support. Such favorable consideration would be subject to the surety's normal underwriting requirements including satisfactory review and approval of contract documents, review of the scope of work, and any other pertinent documents or underwriting requests which ASIC might in its sole judgment deem appropriate.

Please be advised that each bond is evaluated on its' own merit and other factors at the time of the request. Therefore, we can assume no liability to third parties for decisions made with regards to any specific bond request. Accordingly, we expressly reserve the right to review the terms and conditions of the contract and the bond forms prior to issuance of aforementioned Performance & Payment bonds.

Kindest regards,
Paffenbarger & Walden, LLC dba The Bond Source

Alexander Paffenbarger
Attorney-in-Fact

OneBeacon
INSURANCE GROUP

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Ronald G. Hecksel, Randi L. Morgan, Alexander Paffenbarger, Andrew J. Paffenbarger, Scott Wareing**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of **Unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON DWAN NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2025

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 11th day of December, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2025

_____
Kara Barrow, Secretary

Anti-Lobbying Certification Form
(Place after Tab 1g)

ANTI-LOBBYING CERTIFICATION

Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

In accordance with the Byrd Anti-Lobbying Amendment 31 U.S. Code § *1352, 2 CFR* § *200.450 and Federal Acquisition Regulation 52.203-11:*

(A) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(B) The offeror, by signing its offer, hereby certifies to the best of his/her knowledge and belief that:

(1) No 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 on his or her behalf in connection with the awarding of this contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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 on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer in accordance with its instructions; and

(3) The undersigned shall require that the language of this certification be included in the award documents for all subcontract awards at all tiers and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

(C) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S. Code § 1352. Any person who makes expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

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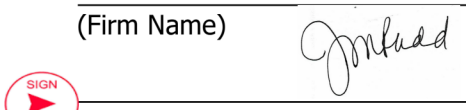
Jim Brown & Sons Roofing Co. Inc.
(Firm Name)



(Signature)

Jessica M. Rudd
(Print Name)

CFO
(Print Title)

12/20/23
(Date Certified)

U.S. Department of Agriculture Form AD-1048
(Place after Tab 1h)

UNITED STATES DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.

(Read Instructions On Page Two (RFP Page 32) Before Completing Certification)

A. The prospective lower tier participant certifies, by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;

B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

Jim Brown & Sons Roofing Co. Inc.	IFB 23L-1221
Organization Name	PR/Award Number or Project Name

Jessica M. Rudd - CFO

Name(s) and Title(s) of Authorized Representative(s)

SIGN HERE

	12/20/23
Signature(s)	Date

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

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720 -2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.
To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint (https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442

Instructions for Certification (for Form AD-1048)

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 (IFB page 31) in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this bid is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "bid," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this bid is being submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EDGAR CERTIFICATION

The following certifications and provisions are required and apply when a Mohave Educational Services Cooperative, Inc.'s (Mohave) member expends federal funds for any contract resulting from this procurement process. Accordingly, the parties agree that the following terms and conditions apply to an awarded Mohave contract in all situations where the contract vendor has been paid or will be paid with federal funds:

A. Contract Vendor Violation or Breach of Contract. Mohave reserves all administrative, contractual and legal rights and privileges under the applicable laws and regulations with respect to this procurement in the event of contract vendor violation or breach of contract terms.

B. Termination Clause. Mohave reserves the right to immediately cancel the contract without penalty or recourse, in whole or in part, when Mohave determines that action to be in the best interests of its members, as specified in General Terms and Conditions, Section 3. Appendix II to 2 CFR Part 200. (Only applies to contracts over $10,000)

C. Equal Employment Opportunity. The contract vendor shall comply with the Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapters 60 EO 11246 & EO 11375 Amended): https://www.federalregister.gov/documents/2014/07/23/2014-17522/further-amendments-to-executive-order-11478-equal-employment-opportunity-in-the-federal-government)

D. Copeland Anti-Kickback Act and Davis-Bacon Act. For building projects in excess of $2,000:

   a. Copeland "Anti-Kickback" Act – All contracts and sub grants for construction or repair awarded by recipients and sub recipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act.

   b. Davis-Bacon Act – The contract vendor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a - 7) as supplemented by Department of Labor regulations (29 CFR Part 5).

E. Contract Work Hours and Safety Standards Act. The contract vendor shall comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), as supplemented by Department of Labor regulations (29 CFR Part 5). (Only applies to contracts over $100,000)

F. Rights to Inventions Made Under a Contract or Agreement. For all contracts that meet the definition of "funding agreement" and where Mohave or the member wishes to enter into a contract with a small business firm or nonprofit organization, contract vendor shall comply with the Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements. (CFR Title 37, Chapter 4, Part 401)

G. Clean Air Act, Clean Water Act, and Environmental Protection Agency Regulation. The contract vendor will comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations which prohibit the use, under nonexempt federal contracts, grants or loans to facilities included on the EPA List of Violating Facilities.

H. Debarment, Suspension, Ineligibility and Voluntary Exclusion. By signing the *Bid/Offer and Acceptance Form*, the contract vendor certifies that they have not been debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 (2/18/1986) and 12689 (8/15/1989, references EO 12549). The contract vendor shall comply with regulations implementing Office of Management and Budget Guidance in Non-procurement Debarment and Suspension codified at 2 CFR Part 180 (180.300, 180.355) and 2 CFR Part 417. These regulations restrict transactions with certain parties that are debarred, suspended or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities. (Only applies to contracts over $25,000)

I. Disclosure of Lobbying Activities. Pursuant to Byrd Anti-Lobbying Amendment 31 U.S.C. 1352, the contract vendor must disclose lobbying activities in connection with school nutrition programs. If there are material changes after the initial filing, updated reports must be submitted on a quarterly basis. 7 CFR §3018.100 (Only applies to contracts over $100,000)

J. Certification Regarding Lobbying. Pursuant to 31 U.S.C. 1352, the contract vendor must submit a certification regarding lobbying which conforms in substance with the language provided in 2 CFR 200.450. No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative Agreement to pay 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 any of the following covered Federal actions.

K. Record Retention - Record Keeping. The books and records of the contract vendor pertaining to operations under this Agreement shall be available to Mohave or Mohave's members at any reasonable time. These records are subject to inspection or audit by representatives of Mohave, State Agency, the U.S. Department of Agriculture (for food/nutrition only), and the U.S. General Accounting Office at any reasonable time and place. Mohave shall maintain such records, for a period of not less than five (5) years after the final day of the contract, or longer if required for audit resolution (A.R.S. §35-214). 7 CFR Part §210.23(c) and 2 CFR Part 200.318(i).

L. Energy Policy and Conservation Act. The contract vendor shall meet the 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.)

M. Civil Rights Compliance. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any programs or activity conducted or funded by USDA.

   a. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

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

N. Buy American Provision. The contract vendor will purchase, to the maximum extent practicable, domestic commodities or products in accordance with 7 CFR §210.21(d) and 7 CFR §220.16(d). The contract vendor shall purchase, to the maximum extent practicable, domestic agricultural commodities or products substantially processed in the United States. USDA Policy Memo SP 38-2017: "Substantially" means the final processed product contains over 51% domestically grown agricultural commodities. This provision applies to all food purchases paid from the nonprofit school food services account. There are limited exceptions to this provision which allow for the purchase of products not meeting the "domestic" standard as described above ("non-domestic") in circumstances when use of domestic products is truly not practicable. However, before utilizing an exception, alternatives to purchasing non-domestic food products should be considered. Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. Exceptions include:

a. The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality, or

b. competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

To be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of 14 days in advance of delivery. The request must include: (1) the alternative substitutes that are domestic and meet the required specifications, with price of the domestic food alternative substitute and the availability of the domestic alternative substitute in relation to quantity ordered, and (2) the reason for exception, whether limited/lack of availability or price. If price, include the price of the domestic food product and the price of the non-domestic product that meets the required specifications of the domestic product. (Only applies to food/nutrition contracts).

O. Affordable Care Act. The contract vendor understands and agrees that it shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). The contract vendor shall bear sole responsibility for providing health care benefits for its employees who provide services to the Mohave or member, as required by State or Federal law.

P. Certificate of Independent Price Determination. The contract vendor admits that all prices in the offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contract vendor or with any competitor certification regarding non-collusion. (48 CFR §52.203-2)

Q. Invoicing. The contract vendor shall fully disclose all discounts, rebates, allowances and incentives received by the contract vendor from its suppliers. If the contract vendor receives a discount, rebate, allowance, or incentive from a supplier, the contract vendor must disclose and return to the member the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the member. The contract vendor shall identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school foods authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. 7 CFR §210.21(f)(1)(iv). No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost-reimbursable contract that fails to include the requirements of 7 CFR §210.21, nor may any expenditure be made from the nonprofit school food service account that permits or results in the contract vendor receiving payments in excess of the contract vendor's actual, net allowable costs. 7 CFR §210.21(f)(2). The return of purchase incentives, discounts, rebates, and credits will be to the Sponsor's non-profit Child Nutrition account. (Only applies to food/nutrition contracts)

R. E-Verify Requirement. The contract vendor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. §23-214, Subsection A. (That subsection reads: After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.) Contract vendor shall keep a record of the verification for the duration of the employee's employment, or at least three years, whichever is longer.

S. Description of Process for Enabling Contract Vendor to Receive or Pick Up Orders Upon Contract Award. Once the member has made the decision to order from an awarded contract vendor of an awarded contract, price will be confirmed/verified following processes outlined in the awarded contract General Term and Condition 9.9: Order Cycle Overview, based upon the needs of the member. No volume is implied or guaranteed.

T. Solid Waste Disposal Act. The contract vendor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conversation and Recovery Act and its implementing regulations.

U. Program Regulations. Contract vendor shall be in conformance with the applicable portions of the School Food Authority's (SFA) agreement under the program. Contract vendor will conduct program operations in accordance with 7CFR Parts 210, 215, 220, 225, and 250. Contract vendor shall

provide products that meet the Public Law 111-296, the Healthy, Hunger-Free Kids Act of 2010 (HHFKA). Contract vendor's products shall meet grade level caloric, sodium, saturated fat, and trans fat requirements. (Only applies to food/nutrition contracts)

V. Small Business, Minority-Owned Firms, and Women's Business Enterprises. When Federal funding may be used, Mohave shall take affirmative steps to assure minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Prime contractors are required to take the same affirmative steps if subcontracts are let. 2 CFR Part 200.321

W. Prohibition on Certain Telecommunications and Video Surveillance Services and Equipment. Contract vendor agrees that they will not provide equipment, services or systems that do not comply with 2 CFR §200.216 and/or 2 CFR §200.471. See also Public Law 115-232 section 889 for additional information.

X. Subcontractors. Contract vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Y. Domestic Preferences for Procurements.

a. As appropriate and to the extent consistent with law, Mohave and Mohave's members, to the greatest extent practicable under a Federal award, prefer the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. 2 CFR §200.322.

b. For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

BIDDER AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES WHEN APPLICABLE UNDER AN AWARDED CONTRACT. IT IS FURTHER ACKNOWLEDGED THAT BIDDER CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE AND APPLICABLE. BIDDER MAY BE REQUIRED TO SIGN AMENDED EDGAR CERTIFICATIONS IF THE REQUIREMENTS OF 2 CFR 200 ARE UPDATED UNDER AN AWARDED CONTRACT.

Company Name: Jim Brown & Sons Roofing Co. Inc.

Mohave Solicitation Number: IFB 23L-1221

Printed Name: Jessica M. Rudd

SIGN HERE

Authorized Signature: _____ Jmrudd _____

Date: 12/20/23

Title: CFO

E-Mail: jr@jbsroofingaz.com

JBS ROOFING
JIM BROWN & SONS ROOFING

MOHAVE COOPERATIVE

IFB # 23L-1221

TAB 2: Primary Vendor Information

Primary Vendor Information
Method of Approach
(Place after Tab 2a)

Bidder shall respond to each item below. The information will be used to assist Mohave in evaluating the method of approach that a bidder would take regarding specific issues under an awarded contract. Do not use "boilerplate" answers. Respond to each item by specifically addressing the Mohave request. Failure to complete all questions may result in your bid being considered nonresponsive.

1. Bidder shall provide a project plan that describes how the bidder intends to implement the plan. This information shall include, but not be limited to:

   a. Account team structure (for a Mohave contract) and role which includes, but is not limited to description of sales contact process, account team support, and periodic account review processes:
   The sales contact process for Mohave customers is to either call Chester directly at 602-463-7438 or email at cg@jbsroofingaz.com. They can call into the office at 623-247-9252 and anyone who answers the phone can help get what is needed. Account team support will be Chester Goldmeer and Robert Dishmon and the period account review contact would be Jessica Rudd at 623-247-9252 or jr@jbsroofingaz.com

   b. Communication process with Mohave and its members:
   We have phone, cell, and email as communication processes available to Mohave members.

   c. Standard delivery time for products/services after receipt of purchase order:
   This varies on contract size and crew availability. The most important factor being the lead time on getting the materials. On average it would be 1 - 2 weeks.

   d. Contract vendor training of staff assigned to specifically administer, sell products or services, or monitor duties and processes under an awarded Mohave contract:
   We currently have an MESC training program in place to ensure compliance with the Mohave contract.

   e. Specific value-added services that may benefit members:
   The value added services that we have that may benefit members are that we provide and install in house fabricated gutters, blown insulation, sheet metal services, and also have a General Contracting B license to add other work besides roofing.

   f. Indicate how you will ensure your sales staff does not sell products or services that are not on contract:
   In order to make sure sales staff does not sell products or services that are not on contract, we will institute a section on this in our MESC training program.

   g. Are there any limitations to the types of members that you will provide services to? If so, indicate what those limitations are:
   There are no limitations on the types of members that we will provide services to.

Primary Vendor Information
Method of Approach
(Place after Tab 2a)

2. Indicate if your bid is regional or statewide: Regional _____ Statewide X

If you are providing a regional or county specific bid, that bid shall cover all members within that region or county.

Regardless of if your firm is providing statewide or regional/county services, complete the chart below to include the following:

a. In the past three years, what percent of your Arizona business do you estimate was in each geographical area identified below?

b. Indicate which area(s) of the state that you will provide services under an awarded contract.

c. If you are awarded a contract with Mohave, which area(s) of the state will your sales force target?

Counties	a: Percentage of Business	b: Area(s) You Will Provide Services In	c: Area(s) Sales Force Will Target
Apache	2%	X	X
Cochise	2%	X	X
Coconino	2%	X	X
Gila	2%	X	X
Graham	2%	X	X
Greenlee	2%	X	X
La Paz	2%	X	X
Maricopa	66%	X	X
Mohave	2%	X	X
Navajo	2%	X	X
Pima	5%	X	X
Pinal	2%	X	X
Santa Cruz	2%	X	X
Yavapai	2%	X	X
Yuma	5%	X	X

3. Do you anticipate using subcontractors for any portion of a project and/or for remote projects under an awarded contract?

Yes X *No* _____
(Note: If you indicated "No", then the use of subcontractors under an awarded contract will not be allowed.)

If "Yes," describe how you would use subcontractors to accomplish the work. Indicate if local subcontractors would be used. What is the maximum amount of work you would subcontract to complete a job?

We have multiple subs that we work with that are local companies that have been completely vetted and are authorized to work for JBS. I would say about 5% is the maximum amount of work we would subcontract on a job.

Primary Vendor Information
Method of Approach
(Place after Tab 2a)

4. Provide the methodology (check boxes below), and a full and complete description as to how your pricing will be managed under an awarded contract.

Choose one of the three options below:

☐ Our pricing methodology is percent of discount off manufacturer's price list or catalog.

☒ Our pricing methodology is fixed pricing.

☐ Our pricing methodology is a combination of percent of discount off manufacturer's price list or catalog and fixed pricing.

NOTE: *If you are using fixed pricing, outline any contingencies for economic price adjustments. Mohave shall make the sole determination whether contingencies for economic price adjustments identified in your bid are appropriate under an awarded contract. (See* ***Basis for Pricing*** *in the Special Terms and Conditions.)*

Pricing will stay the same as listed in our workbook unless we are faced with an increase in price from the manufacturers in regards to asphalt, metal, etc. At that time we will review our pricing and submit documentation from the Manuf./Supplier to Mohave, indicating a price adjustment is needed.

Primary Vendor Information
Qualifications and Experience
(Place after Tab 2b, 2d, 2e, 2f, 2g, 2h, 2i, 2j, and 2k – As Noted Below)

Bidder shall respond to each item below. The information will be used to assist Mohave in evaluating the qualifications and experience of the bidder. Do not use "boilerplate" answers. Respond to each item by specifically addressing the Mohave request. Failure to complete all questions may result in your bid being considered nonresponsive.

1. **Place after Tab 2b:** Prepare a summary of your firm, explaining the qualifications and experience necessary to provide the products/services in this solicitation as follows:

    a) A short narrative description of what you are offering for this contract.

Jim Brown & Sons Roofing Co. Inc. is offering to provide roofing services for the State of Arizona. In the following pages, you will find that we have extremely knowledgeable staff that has been servicing the entire State of Arizona for decades. Jim Brown & Sons Roofing is looking forward to providing our services to the Mohave Education Services Cooperative once again, and maintaining and redeveloping the lasting relationships that we have built with its employees and members. Jim Brown & Sons Roofing will spread the word about this contract, not only to schools, but to other Arizona public entities as well, beginning with our current customers and branching out to new ones. See attached Key Personnel sheet.

    b) A *brief* history of your company that includes length of time in business, how long your company has provided the products/services you are bidding, and your firm's philosophy of doing business.

Jim Brown & Sons Roofing Co Inc. is a family owned and operated roofing company established in 1982 and incorporated in 1984. Ron Brown, along with his father and brother started the company with the idea that ANY JOB WORTH DOING WAS WORTH DOING WELL. Thirty seven years later, Ron Brown remains the President / Owner of the company, his father Jim Brown retired after 47 years in the roofing industry and passed away a few years ago, Ron's brother Scott Brown serves as Vice President of Commercial, and daughter Valorie Brown-Miller as Vice President of Residential. We now employee over 100 employees and strive to install the best quality roof systems along with the best trained work force we can provide.

    c) Provide written verification if bidder has recently purchased an established business or has proof of prior success in this business or a closely related business.

Not Applicable

    d) Provide information regarding your authorization to submit a bid for the specified products/services and confirm that you can provide the products/services if awarded a contract. Indicate if you are an authorized dealer for the products/services in the bid, or if you are a producer, publisher, or manufacturer of the products/services in the bid.

We are authorized to submit a bid for the specified products / services and confirm that we can provide the products/services if awarded a contract. We are a bona fide dealer for the products/services offered in the bid. Please see the attached manufacturer certifications for all the products and services we can provide.

2. **Place after Tab 2b:** Identify any past or pending litigation or mediation involving products or services your firm has provided within the last five (5) years.

Not Applicable

Primary Vendor Information
Qualifications and Experience
(Place after Tab 2b, 2d, 2e, 2f, 2g, 2h, 2i, 2j, and 2k – As Noted Below)

3. **Place after Tab 2b:** Provide a current, completed copy of your firm's IRS W-9.

See attached W-9

4. **Place after Tab 2b:** Indicate if your firm would qualify as a small or minority owned business. To qualify for ownership as a minority owned business, at least 51% of the firm's ownership must be held by a person, or persons, of a particular group (e.g., Woman owned, Hispanic owned, Native American owned). Proof of ownership is evidenced by the transaction privilege tax license or business privilege license for sole proprietorship; business privilege license and written partnership agreement for partnerships; or the Articles of Incorporation, Corporate By-laws and stock certificates for corporations.

   NOTE: Businesses have equal opportunity to sign up as a prospective bidder on Mohave's website. If small or minority owned businesses were signed up for a category selected for this solicitation, then they are included in the solicitation notification email list. The information on small and minority owned business are for informational purposes only and shall not be a factor in the evaluation.

We do not qualify as a minority owned business.

5. **Place after Tab 2b:** An online survey has been created to allow for the collection of reference information from Arizona public agencies where you have successfully accomplished work or sold products and services in the past five (5) years, for specific products/services similar to this solicitation. Provide the following link to Arizona public agencies who can provide reference information for your firm: **https://www.surveymonkey.com/r/IFB23L1221**

   The above survey is now active and will remain active until the due date and time for this solicitation. It is recommended that you send this link to as many Arizona public agencies as you determine to be appropriate, in order to ensure that Mohave receives a minimum of three (3) completed surveys.

   If you cannot provide the link to three (3) Arizona public agencies, provide the link to other public agencies not located in Arizona. If you cannot provide the link to public agencies, do so with private business entities.

   Provide a list of Arizona public agencies, other public agencies or private business entities you have provided the link to:

The link was provided to AZ School Retention Trust, AZDPS, AZDOC, AZDOT, City of Glendale, City of Phoenix, Safeway, AZDOA, Holbrook USD, Mohave Valley USD, Maricopa USD, Eastgroup Properties, Patterson Properties, and Kinsale Realty

6. **Place after Tab 2b:** Provide copies of all current applicable Arizona contractor's licenses held by your company that are required by the Arizona Registrar of Contractors to perform the services under an awarded contract.

   If contract vendor self-performs or subcontracts any portion of the work; the contract vendor may be licensed as a General Contractor (e.g., B-1, B-2, KB-1, or KB-2). *Note: General Contractors cannot oversee C-11/CR-11 Electrical subcontractors*. Contract vendor shall provide documentation from AROC that the license provided other than a *C-42/CR-42 Roofing* license allows either self-performing and/or subcontracting the entire or any portion of the scope of work.

   Contract vendor may also be licensed with the equivalent specialty license (e.g., C-11, CR-11, C45, CR-45, C-78, or CR-78) of any subcontractors used to perform the services in which they are subcontracted.

Primary Vendor Information
Qualifications and Experience
(Place after Tab 2b, 2d, 2e, 2f, 2g, 2h, 2i, 2j, and 2k – As Noted Below)

The following license(s) shall be required for the applicable work/service being subcontracted and self-performed under an awarded contract. **Provide any current applicable licenses held by your firm in your bid. Indicate if your firm will self-perform or subcontract the specific service.**

- B-1 General Commercial Contractor, B-2 General Small Commercial Contractor, KB-1 Dual Building Contractor, or KB-2 Dual Residential and Small Commercial – required for subcontracting any portion of services with the exception of C-11/CR-11 Electrical.
- C-11 Electrical or CR-11 Electrical – required for any electrical services that are subcontracted or self-performed.

  Self-perform _____; Subcontract__X_____; Both_____
- C-40 Insulation or CR-40 Insulation – required for any roofing insulation services over 10% of roof substrate square footage services that are subcontracted or self-performed.

  Self-perform _____; Subcontract_____; Both__X_____
- C-45 Sheet Metal or CR-45 Sheet Metal – required for any sheet metal services that are subcontracted or self-performed.

  Self-perform _____; Subcontract_____; Both__X_____
- C-78 Solar Plumbing, Liquid Systems Only or CR-78 Solar Plumbing, Liquid Systems Only – required for any plumbing services that are subcontracted or self-performed.

  Self-perform _____; Subcontract__X_____; Both_____
- Include any other specialty or engineering licenses held by your firm that are pertinent to services within the scope of work.

#21

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, December 20, 2023 2:02:27 PM
Last Modified: Wednesday, December 20, 2023 2:04:28 PM
Time Spent: 00:02:01
IP Address: 165.225.216.87

Page 1: Mohave Educational Services Cooperative, Inc. Solicitation Reference Collection Survey

Q1

Your Contact Information:

Name	**Freda M Bilazzo**
Agency or Company	**ARIZONA DEPARTMENT OF TRANSPORTATION**
Position	**Physical Plant Director**
Email Address	**fbilazzo@azdot.gov**
Phone Number	**6027124002**

Q2

Indicate the Vendor that you are providing the past performance information for:

Vendor	**JBS Roofing**
Address	**1655 w JACKSON STREET**
City/Town	**PHOENIX**
State/Province	**AZ**
ZIP/Postal Code	**85007**

Q3

The ability to deliver products/provide services per your expectations:

(no label)	**10 - Very Satisfied**

Q4

The overall quality of products/services provided by the firm:

(no label)	**10 - Very Satisfied**

Q5

The ability of the firm to interact with your staff members:

(no label)	**9**

Q6

The close out process (invoicing, no unexpected fees):

(no label)	**9**

Q7

The ability of the firm to follow your rules, regulations and requirements:

(no label)	**10 - Very Satisfied**

Q8

Your overall satisfaction based on performance (comfort in using this firm again in the future):

(no label)	**9**

Q9

Is the survey information you have provided related to roof and roofing systems provided in this solicitation?

Yes

Q10

If you answered no to the previous question, please provide a description of the types of products/services that were provided by the firm you are providing a reference for.

Respondent skipped this question

Q11

Do you have any other comments, questions, or concerns?

Respondent skipped this question

#22

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, December 20, 2023 2:03:13 PM
Last Modified: Wednesday, December 20, 2023 2:05:35 PM
Time Spent: 00:02:21
IP Address: 136.226.2.199

Page 1: Mohave Educational Services Cooperative, Inc. Solicitation Reference Collection Survey

Q1

Your Contact Information:

Name	**David Wheeler**
Agency or Company	**Risk Program Administrators**
Position	**Sr. Property Adjuster**
Email Address	**dwheeler@the-trust.org**
Phone Number	**14806890757**

Q2

Indicate the Vendor that you are providing the past performance information for:

Vendor	**JBS Roofing**
Address	**5537 N. 59th Ave.**
City/Town	**Phoenix**
State/Province	**AZ**
ZIP/Postal Code	**85301**

Q3

The ability to deliver products/provide services per your expectations:

(no label)	**10 - Very Satisfied**

Q4

The overall quality of products/services provided by the firm:

(no label)	**10 - Very Satisfied**

Q5

The ability of the firm to interact with your staff members:

(no label)	**10 - Very Satisfied**

Q6

The close out process (invoicing, no unexpected fees):

(no label)	**10 - Very Satisfied**

Q7

The ability of the firm to follow your rules, regulations and requirements:

(no label)	**10 - Very Satisfied**

Q8

Your overall satisfaction based on performance (comfort in using this firm again in the future):

(no label)	**10 - Very Satisfied**

Q9

Is the survey information you have provided related to roof and roofing systems provided in this solicitation?

Yes

Q10

If you answered no to the previous question, please provide a description of the types of products/services that were provided by the firm you are providing a reference for.

Respondent skipped this question

Q11

Do you have any other comments, questions, or concerns?

Respondent skipped this question

#23

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, December 20, 2023 2:01:40 PM
Last Modified: Wednesday, December 20, 2023 2:07:21 PM
Time Spent: 00:05:41
IP Address: 208.48.8.4

Page 1: Mohave Educational Services Cooperative, Inc. Solicitation Reference Collection Survey

Q1

Your Contact Information:

Name	**Michael Demlong**
Agency or Company	**City of Glendale**
Position	**Facilities Supervisor**
Email Address	**mdemlong@glendaleaz.com**
Phone Number	**16239303707**

Q2

Indicate the Vendor that you are providing the past performance information for:

Vendor	**JBS Roofing**
Address	**5537 N. 59th Ave.**
City/Town	**Glendale**
State/Province	**AZ**
ZIP/Postal Code	**85301**

Q3

The ability to deliver products/provide services per your expectations:

(no label)	**10 - Very Satisfied**

Q4

The overall quality of products/services provided by the firm:

(no label)	**10 - Very Satisfied**

Q5

The ability of the firm to interact with your staff members:

(no label) **10 - Very Satisfied**

Q6

The close out process (invoicing, no unexpected fees):

(no label) **10 - Very Satisfied**

Q7

The ability of the firm to follow your rules, regulations and requirements:

(no label) **10 - Very Satisfied**

Q8

Your overall satisfaction based on performance (comfort in using this firm again in the future):

(no label) **10 - Very Satisfied**

Q9 **Yes**

Is the survey information you have provided related to roof and roofing systems provided in this solicitation?

Q10 **Respondent skipped this question**

If you answered no to the previous question, please provide a description of the types of products/services that were provided by the firm you are providing a reference for.

Q11

Do you have any other comments, questions, or concerns?

Superior vendor for roofing repairs and replacement of all types (e.g., membranes, shingles, tile, etc.). Schedules precisely and accurately. Staff responsive to questions and concerns. I've used them off the COOP contract for years.

#24

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, December 20, 2023 2:05:29 PM
Last Modified: Wednesday, December 20, 2023 2:08:38 PM
Time Spent: 00:03:09
IP Address: 149.19.46.20

Page 1: Mohave Educational Services Cooperative, Inc. Solicitation Reference Collection Survey

Q1

Your Contact Information:

Name	**Kristi Kalbaugh**
Agency or Company	**Albertsons / Safeway**
Position	**Maintenance Manager**
Email Address	**kristi.kalbaugh@albertsons.com**
Phone Number	**4806946006**

Q2

Indicate the Vendor that you are providing the past performance information for:

Vendor	**Jim Brown & Sons Roofing Co. Inc**
Address	**5537 N 59th Avenue**
City/Town	**Glendale**
State/Province	**AZ**
ZIP/Postal Code	**85301**

Q3

The ability to deliver products/provide services per your expectations:

(no label)	**8**

Q4

The overall quality of products/services provided by the firm:

(no label)	**8**

Q5

The ability of the firm to interact with your staff members:

(no label)	**8**

Q6

The close out process (invoicing, no unexpected fees):

(no label)	**8**

Q7

The ability of the firm to follow your rules, regulations and requirements:

(no label)	**N/A**

Q8

Your overall satisfaction based on performance (comfort in using this firm again in the future):

(no label)	**8**

Q9

Is the survey information you have provided related to roof and roofing systems provided in this solicitation?

Yes

Q10

If you answered no to the previous question, please provide a description of the types of products/services that were provided by the firm you are providing a reference for.

Respondent skipped this question

Q11

Do you have any other comments, questions, or concerns?

Respondent skipped this question

#25

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, December 20, 2023 2:01:14 PM
Last Modified: Wednesday, December 20, 2023 2:19:54 PM
Time Spent: 00:18:40
IP Address: 4.79.165.138

Page 1: Mohave Educational Services Cooperative, Inc. Solicitation Reference Collection Survey

Q1

Your Contact Information:

Name	**Jessie Sapik**
Agency or Company	**EastGroup Properties, LP**
Position	**Property Manager**
Email Address	**jessie.sapik@eastgroup.net**
Phone Number	**602.840.8600**

Q2

Indicate the Vendor that you are providing the past performance information for:

Vendor	**Jim Brown & Sons Roofing Co.**
Address	**5537 N 59th Avenue**
City/Town	**Glendale**
State/Province	**AZ**
ZIP/Postal Code	**85301**

Q3

The ability to deliver products/provide services per your expectations:

(no label)	**8**

Q4

The overall quality of products/services provided by the firm:

(no label)	**8**

Q5

The ability of the firm to interact with your staff members:

(no label)	**10 - Very Satisfied**

Q6

The close out process (invoicing, no unexpected fees):

(no label)	**8**

Q7

The ability of the firm to follow your rules, regulations and requirements:

(no label)	**8**

Q8

Your overall satisfaction based on performance (comfort in using this firm again in the future):

(no label)	**9**

Q9

Is the survey information you have provided related to roof and roofing systems provided in this solicitation?

Yes

Q10

If you answered no to the previous question, please provide a description of the types of products/services that were provided by the firm you are providing a reference for.

Respondent skipped this question

Q11

Do you have any other comments, questions, or concerns?

N

#26

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, December 20, 2023 3:08:46 PM
Last Modified: Wednesday, December 20, 2023 3:11:27 PM
Time Spent: 00:02:40
IP Address: 160.2.39.15

Page 1: Mohave Educational Services Cooperative, Inc. Solicitation Reference Collection Survey

Q1

Your Contact Information:

Name	**John Sempert**
Agency or Company	**Arcadis**
Position	**Sr. Construction manager**
Email Address	**sempert@arcadis.us**
Phone Number	**9286373031**

Q2

Indicate the Vendor that you are providing the past performance information for:

Vendor	**JBS Roofing**
Address	**1800 West Oliver**
City/Town	**Show Low**
State/Province	**AZ**
ZIP/Postal Code	**85901**

Q3

The ability to deliver products/provide services per your expectations:

(no label)	**9**

Q4

The overall quality of products/services provided by the firm:

(no label)	**9**

Q5

The ability of the firm to interact with your staff members:

(no label) **8**

Q6

The close out process (invoicing, no unexpected fees):

(no label) **8**

Q7

The ability of the firm to follow your rules, regulations and requirements:

(no label) **8**

Q8

Your overall satisfaction based on performance (comfort in using this firm again in the future):

(no label) **8**

Q9 **Yes**

Is the survey information you have provided related to roof and roofing systems provided in this solicitation?

Q10 **Respondent skipped this question**

If you answered no to the previous question, please provide a description of the types of products/services that were provided by the firm you are providing a reference for.

Q11 **Respondent skipped this question**

Do you have any other comments, questions, or concerns?

#27

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Thursday, December 21, 2023 6:41:07 AM
Last Modified:	Thursday, December 21, 2023 6:43:26 AM
Time Spent:	00:02:18
IP Address:	208.48.8.4

Page 1: Mohave Educational Services Cooperative, Inc. Solicitation Reference Collection Survey

Q1

Your Contact Information:

Name	**Mark Hannasch**
Agency or Company	**City Of Glendale**
Position	**CIP Project Manager**
Email Address	**mhannaasch@glendaleaz.com**
Phone Number	**623 930 2634**

Q2

Indicate the Vendor that you are providing the past performance information for:

Vendor	**JBS Roofing**
State/Province	**AZ**

Q3

The ability to deliver products/provide services per your expectations:

(no label)	**10 - Very Satisfied**

Q4

The overall quality of products/services provided by the firm:

(no label)	**10 - Very Satisfied**

Q5

The ability of the firm to interact with your staff members:

(no label)	**9**

Q6

The close out process (invoicing, no unexpected fees):

(no label) **10 - Very Satisfied**

Q7

The ability of the firm to follow your rules, regulations and requirements:

(no label) **9**

Q8

Your overall satisfaction based on performance (comfort in using this firm again in the future):

(no label) **10 - Very Satisfied**

Q9 **Yes**

Is the survey information you have provided related to roof and roofing systems provided in this solicitation?

Q10 **Respondent skipped this question**

If you answered no to the previous question, please provide a description of the types of products/services that were provided by the firm you are providing a reference for.

Q11

Do you have any other comments, questions, or concerns?

JBS is very responsive and willing to go the extra Mile to complete jobs on time.

JBS ROOFING
JIM BROWN & SONS ROOFING

KEY PERSONNEL

Name	Responsibilities	Phone #	E-mail	Qualifications	Experience
Ronald D. Brown	President	623-247-9252	ron@jbsroofingaz.com	Ceritified master Shingle applicator "Wizard" by Certainteed, R.I.E.I., roof asset management classes, 9 years on the board of ARCA, 2 years as President of the board on ARCA, 1 year chairmen of the registrars committee with ARCA, BURSI class for Built-Up roof systems (repairs and new roofs), classes and training for the following: Safety and training, single ply roof systems (Duro-Last, John Mansville, GAF, IB Systems, Genflex, Firestone, Carlisle), Built-Up roof systems (GAF, Polyglass, John Mansville, Marlarkey, Tamko), Qualifying party for the license of JBS for 35 years, President of JBS for 35 years, Dale Carnegie classes for roof management, KM Coatings certificate, various roofing seminars given by ARCA	51 years
Scott A. Brown	Vice President - Commercial	623-247-9252	scott@jbsroofingaz.com	Classes and training for the following: Safety by OSHA & State Fund, single ply roof systems (Duro-Last, John Mansville, GAF, IB Systems, Genflex, Firestone, Carlisle), Built-Up roof system (GAF, Polyglass, JM, Malarkey, Tamko), KM Coatings certificate and Fall Protection by State Fund.	37 years
Valorie Miller	Vice President - Residential	623-247-9252	val@jbsroofingaz.com	KM Coatings certified, Firestone training, Carlisle Training, ASA Construction Law Seminar, multiple roofing seminars given by ARCA. BNI President for 1 year, Director for 2 Years. Chair of the National Women in Roofing AZ Council 2016 - 2019, Tamko Pro Certified	20 years
Robert Dishmon	Operations Manager	623-247-9252	robert@jbsroofingaz.com	Prior roofing licensed contractor, Tile Roof Institute certification instructor, OSHA 30 certified, CPR and First Aid, Maricopa County Dust Control Coordinator, KM Coatings certified, Certainteed Master Shingle Applicator, Spray Polyfoam Alliance accredited, Fall Protection, Forklift certified, and Asbestor & Lead Paint Awareness by ADOSH.	43 years
Jessica M. Rudd	CFO / Office Manager	623-247-9252	jr@jbsroofingaz.com	Associates Degree in Business & Bachelors Degree in Accounting, Accounting for Contractors course by NECA, Construction Contracts Course by ARCA, OSHA Recordkeeping certificate, AZ Notary Public, member of National Women In Roofing AZ Council and various roofing seminars given by ARCA.	29 years
Thomas Knudson	Project Manager	623-247-9252	tom@jbsroofinaz.com	Fall protection training put on by State Fund, Asbestos & Lead Paint Awareness by ADOSH, Fall Protection and safety training seminars by ARCA, certified forklift operator, experience crane operator, Chairperson of ROC committee for ARCA, Certified Master Shingle Applicator Wizard by Certainteed, KM Coatings Certified, Spray Polyfoam Alliance accredited, RS Means Estimating. Has been Project Manager/Estimator for 17 years.	38 years
Chester S. Goldmeer	Project Manager	623-247-9252	cg@jbsroofingaz.com	KM Coatings certified, Firestone training, Carlisle Training, has been Estimator at JBS for 14 years.	19 years
Cesar Olivas	Safety Manager	623-247-9252	cesar@jbsroofingaz.com	Fall Protection training, Tile Roof Institute certified, OSHA 30 hour certified, Asbestos & Lead Paint Awareness by ADOSH, First Aid and CPR, certified Forklift operator, various safety training courses by ARCA.	25 years
updated 12/20/23					

CertainTeed

Master Shingle Applicator™

This is to certify that

Valorie Miller-Brown

is hereby recognized as a CertainTeed Master Shingle Applicator™ having passed the MSA test in the *CertainTeed Shingle Applicator's Manual.*

The MSA test is based on the *CertainTeed Shingle Applicator's Manual*. This publication discusses the complex requirements and recommendations for the installation of a high-quality shingle roof system. Renewal is required every two years by examining the updated information contained in the current edition of the *Shingle Applicator's Manual*.

Master Shingle APPLICATOR™ CertainTeed

Topics covered include the specific installation instructions for CertainTeed shingles, workmanship, estimating, roof ventilation, shingle underlayment, flashing specifications, and repairs.

Kelly Warren
Sr. Manager – Channel & Contractor Programs
Strategy and Communications, Exterior Products Sales

Valid through **Apr 5, 2024**

CertainTeed SAINT-GOBAIN

Code No. 20-30-213 ©2022 CertainTeed. Printed in U.S.A.

TILE ROOFING INSTITUTE

TRI Certificate of Membership

This certifies that

JBS Roofing

281751

Is a member of

The Tile Roofing Institute

in good standing

2017-2018

Andrew Estep, CAE, Managing Director

TAMKO

MASTERCRAFT

PRO

CERTIFIED CONTRACTOR

MC

This is to certify that

JIM BROWN & SONS ROOFING

on **APRIL 15, 2021**

is hereby recognized as a TAMKO® MasterCraft Pro Certified Roofing Contractor, having met all program requirements, and having demonstrated a strict adherence to the Code of Ethics and Professional Practices as set forth by TAMKO Building Products LLC.

COMPANY	JIM BROWN & SONS ROOFING
NAME	VALORIE MILLER
PRO ID#	102453
ADDRESS	5537 NORTH 59TH AVENUE GLENDALE, AZ 85301
PHONE	(623) 237-9252

Alex Kines

This certification (PRO ID# 102453) is valid from the date listed above and is subject to annual recertification.

APOC® APPROVED CONTRACTOR CERTIFICATE

Jim Brown & Sons Roofing, Co. Inc.

Glendale, AZ.

is a professional APOC Approved Roofing Contractor having demonstrated the ability to install APOC Roofing Systems that meet the standards for craftsmanship, compliance to specifications, and integrity of service.

May it be known that this approved APOC Contractor may bid, install, or repair APOC Roofing Systems in the United States.

APPROVED:
10/10/2018

Asphalt Products Oil Corporation
A California Corporation
5903 Paramount Blvd.
Long Beach, CA 90805

JBS Roofing

is a Master Select™ Commercial Roofing Contractor for GAF

As one of the 1% of roofing contractors in the U.S. who have achieved GAF Master Select™ status, this contractor has exhibited an uncompromising commitment to installation excellence and continuous education, and has pledged to ensure that each customer receives their best choice in roofing and are authorized to offer the GAF Enhanced Guarantees listed below.

Account #: 1003302 | Certification #: CE23526 | Valid Through: 10/31/2024 | Member Since: 2011

Bobby Fischer
VP, Contractor Programs, GAF

Guarantees Offered

Designations

Certificate

BITEC

Authorized Applicator

Having successfully earned a position of excellence,
and by meeting other specific requirements

JIM BROWN & SONS, CO., INC.

Is hereby recognized as an Authorized Applicator
of BITEC Modified Bitumen Roofing Membranes.

September 26, 1997

Date

#1749

Applicator I.D. Number

Authorized Signature

Manager of Technical Services

Title

March 24, 2017 Customer# 230132

Jim Brown & Sons Roofing, Co. Inc.
5537 N 59th Ave
Glendale, AZ 85301

To Whom It May Concern;

This letter is to confirm that Jim Brown & Sons Roofing, Co., Inc. of Glendale, AZ has been a Carlisle Authorized Applicator in good standing since 2006.

Please feel free to contact me should you have any further questions.

Sincerely,

Steve Schwar
Vice President, Sales

CertainTeed

Gold Star Commercial Roofing Contractor

JBS Roofing

The above named company has met the standards for the Gold Star commercial roofing contractor credential

Gold Star Contractors are eligible to request No-Dollar-Limit (NDL) warranties up to 25 years in duration. They must carry workers' compensation and liability insurance coverage. They must be properly licensed according to the regulations in force governing commercial roofing contractors in their markets. They must operate in accordance with the CertainTeed Gold Star Contractor Program Code of Ethics. They must have been in business at least five years AND CertainTeed must have inspected at least three of their roofing projects. Finally, they must submit a company credit history and be credit-worthy based on CertainTeed's sole determination.

The Gold Star Contractor credential is subject to review at any time and is valid through the date entered, subject to the terms and conditions of the credential.

Tom Smith
President, CertainTeed Roofing
Valid through Dec 31, 2018

CertainTeed
SAINT-GOBAIN

Comm-30-006 ©2012 CertainTeed Corporation, Printed in U.S.A.

GacoFlex
by Gaco Western®
Qualified Applicator

This certifies that

JIM BROWN AND SONS

ROOFING COMPANY INCORPORATED

#180713B

is a GacoFlex Qualified Applicator

Metal Roof Coating
Smooth Built Up Roof Coating
Single Ply Roof Coating
Foam Roofing Recoat

Nils Nedrelid

NILS NEDRELID
Director, Technical Services — Gaco Western

July 31, 2019
Expiration Date

Certified Contractor Services
1 Campus Drive
Parsippany, NJ 07054

10/18/2018

Jim Brown & Sons Roofing Co Inc
JBS Roofing
5537 N 59th Ave
Glendale, AZ 85301
(623) 247-9252

Subject: Contractor Certification

To Whom It May Concern:

This is to confirm that Jim Brown & Sons Roofing Co Inc of Glendale, AZ is a GAF Master Select™ Roofing Contractor for Single Ply, United Coatings™, RUBEROID® and GAFGLAS® Roofing Systems. Jim Brown & Sons Roofing Co Inc is eligible to obtain a GAF Diamond Pledge (NDL) guarantee for up to 20 years provided that all current GAF application and specification requirements are met and procedures followed.

If you have any questions please call 1-800-766-3411. Thank you for choosing GAF.

Sincerely,

David Merson
Sr. Manager Contractor Services

11/07/2018 GAF ID: 1003302

JBS Roofing
5537 N 59th Ave
Glendale, AZ 85301

RE: CCP Commercial Certification - Master Select – JBS Roofing - Glendale, AZ

To whom it may concern:

This is to confirm that JBS Roofing is approved as a Master Select Contractor through October 2019 to install the following:

- Asphaltic
- Restoration
- Single-ply

JBS Roofing is certified in the following States:

- AZ

As a Master Select, JBS Roofing is able to offer the following GAF Warranties and Guarantees through October 2019:

- Diamond Pledge® NDL Roof Guarantee
- All-American Pledge® Roof Guarantee
- All-American Integrated System Guarantee
- Emerald Pledge® NDL Restoration Guarantee
- System Pledge Roof Guarantee
- Weather Stopper® Integrated Roofing System Guarantee

Sincerely

Bobby Fischer
Vice President, Contractor Programs, GAF

GAF Certified
Weather Stopper Roofing Contractor

GAF

JBS Roofing

Glendale, AZ (Certified for AZ)

Has achieved the status of Certified™ Weather Stopper™ Roofing Contractor for GAF, (Residential Roofing Products Division), North America's Largest Roofing Manufacturer.

They have pledged to ensure that each customer receives their "best choice" in roofing and are authorized to offer the Weather Stopper™ System Plus Ltd. Warranty.

GAF ID: 1003302 | Valid Through: 04/2019 | Member Since: 04/2012

Jim Schnepper
President and CEO, GAF

James R. Slauson
Vice President, Certified Program & Services, GAF

Johns Manville

A Berkshire Hathaway Company

5/2/2011

Jim Brown & Sons Roofing Co., Inc.
6623 N. 67th Ave.
Glendale, AZ 85301

Phone: 623-247-9252
FAX: 623-435-8577

RE:

To Whom It May Concern:

Please be advised that a Johns Manville Certified Roofing Contractor Agreement (the "Agreement") presently exists between Johns Manville Roofing Systems Group and the above named contractor located at the above address. The Agreement stipulates that Johns Manville will issue Peak Advantage Guarantees for Johns Manville systems listed below.

APP/SBS Torch and Cold Applied	**All Terms**
BUR/SBS Asphalt Applied	**All Terms**
PVC	**All Terms**
TPO	**All Terms**
Cleanbond	**All Terms**

These guarantees will be issued to the above-named contractor in accordance with all procedures and requirements of the Johns Manville Peak Advantage Guarantee Program.
This Agreement is subject to cancellation by either Johns Manville Roofing Systems Group or the above named contractor upon thirty (30) days written notice to the other party of the Agreement.

Please call 800-922-5922 if you need further information.

Very truly yours,

Becky Moracco

Becky Moracco
Roofing Systems Group
Johns Manville

Malarkey
Roofing Products

March 16, 2009

Jim Brown & Sons Roofing Co.
6623 N 67th Ave.
Glendale, AZ 85301

Re: Approved Applicator Status

To Whom It May Concern:

This letter is to confirm that Jim Brown & Sons Roofing Co. is a Malarkey Roofing Products (Malarkey) Approved Roofing Applicator (Contractor) authorized to install the following systems.

BUR/SBS HOT ROOFING SYSTEMS
BUR/SBS COLD APPLIED ROOFING SYSTEMS
HEAT FUSED (TORCHED) APPLIED SYSTEMS
MALARKEY LABOR & MATERIAL SHINGLE SYSTEMS

Jim Brown & Sons Roofing Co. is authorized to install these Roof Systems. When successfully completed, according to Malarkey published and/or approved *General Requirements, General Specifications* and authorized Warranty Application form, they will be eligible for Malarkey roof warranties.

Malarkey prides itself in manufacturing the finest products available, with an ongoing commitment to quality. This philosophy is also reflected in our applicator program. Malarkey applicators have the same pride in their work as we have in our products.

Jim Brown & Sons Roofing Co. has been installing Malarkey Roofing Products for nearly twenty years and a Malarkey Approved Applicator for over ten years. We appreciate and value the relationship that has been forged over the years and wish you and your company continued success.

Between our local representative, John DeChandt, and the Technical Services Department, we can readily assist in any support you might need.

Please feel free to contact me if you have any questions and/or concerns.

Sincerely,

Matthew Felt

Matthew Felt
Technical Services
Malarkey Roofing Products

Corporate Office: 3131 N. Columbia Blvd., Portland, OR 97217-7472 • P.O. Box 17217, Portland, OR 97217-0217
Telephone: (503) 283-1191 • 1-800-545-1191 • FAX (503) 289-7644

WARRANTY ELIGIBLE
A·P·P·L·I·C·A·T·O·R

Jim Brown and Sons Roofing Co., Inc.

Is Eligible to apply for Warranties on
Heat-Weld Roofing Systems

Applicator Number: 6670

Kim Hendricks - President

3/31/2010

Date of Eligibility

MULE-HIDE PRODUCTS
"NOT A KICK IN A MILLION FEET"
®

"The name trusted in roofing since 1906"

PREFERRED CONTRACTOR

THIS CERTIFIES THAT

Jim Brown & Sons Roofing Co. Inc.
NAME

6623 North 67th Avenue, Glendale, AZ 85301
ADDRESS

September, 1999
MEMBER SINCE

101090
ID NUMBER

HAS BEEN APPROVED BY OWENS CORNING TO BE A PREFERRED CONTRACTOR

- Has met the standards set forth by Owens Corning
- Is licensed and insured as required by state and local laws
- Provides the highest-quality products and customer service
- Has been in business three years under current business name
- Has passed the Owens Corning Baseline Installation Test

Bo Jackson
BO JACKSON
MARKETING MANAGER, CONTRACTOR SERVICES

March 15, 2006
DATE

Pub. No. 45127-A. Printed in U.S.A. January 2006. THE PINK PANTHER™ & ©1964–2006 Metro-Goldwyn-Mayer Studios Inc. All Rights Reserved. The color PINK is a registered trademark of Owens Corning. ©2006 Owens Corning.
Preferred Contractors are independent contractors and are neither affiliated with nor agents of Owens Corning.

POLYGLASS

Registered Gold Contractor RC

1784

This is to certify that

Jim Brown & Sons Roofing

POLYGLASS

Adds value!

Has met all requirements to become a registered Gold Contractor of Polyglass Roofing Systems

Feruary 24, 2004

Rand McReynolds		
Technical Manager	**Exec. Vice President**	**Regional Sales Manager**

SOPREMA
Innovative Building Envelope Solutions

October 18, 2018

Jim Brown & Sons Roofing Co., Inc.
Dba JBS Roofing
5537 N. 59th Avenue
Glendale, AZ 85301

Re: Authorized/Approved/Certified Applicator

To Whom It May Concern:

Jim Brown & Sons Roofing Co., Inc. dba JBS Roofing is a SOPREMA Roofing & Waterproofing applicator, authorized to install SOPREMA Roofing & Waterproofing systems that can qualify for SOPREMA warranties.

Please contact me at 330-334-0066 ext. 2284 or shcollins@soprema.us should you have questions or require additional information regarding this project.

Sincerely,

S. Shawn Collins

Shawn Collins
Technical Support Coordinator
310 Quadral Drive
Wadsworth, OH 44281

cc: Project File
Sales and Technical Staff, SOPREMA

TAMKO Pro
CERTIFIED CONTRACTOR

TAMKO® Pro Certified Contractor

This is to certify that

Jim Brown & Sons Roofing,

On this 10th day of February, 2017,

Is hereby recognized as a *TAMKO® Pro* Certified Roofing Contractor, having met all program requirements, and having demonstrated a strict adherence to the Code of Ethics and Professional Practices as set forth by TAMKO Building Products, Inc.

This certification (ID # 467) is valid for the period of one year from the date listed above and is subject to renewal at this specific time.

TAMKO Pro Company Name: Jim Brown & Sons Roofing
Contractor Name, ID #: Valorie Miller, # 467
Address: 5537 N. 59th Ave, Glendale, AZ 85301
Phone #: 623-247-9252

Stephen A. McNally

TAMKO
BUILDING PRODUCTS

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

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

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Jim Brown & Sons Roofing Company Incorporated

2 Business name/disregarded entity name, if different from above

JBS Roofing

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

5537 N 59th Avenue

Requester's name and address (optional)

6 City, state, and ZIP code

Glendale, AZ 85301

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

8	6	–	0	4	8	2	4	6	6

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person ▶** Jim Brown **Date ▶** 12/20/23

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

LICENSE EFFECTIVE THROUGH:
STATE OF ARIZONA February 29, 2024
Registrar of Contractors CERTIFIES THAT

Jim Brown & Sons Roofing Company Incorporated

CONTRACTORS LICENSE NO. ROC 318282 CLASS KB-1

General Dual
Dual Building Contractor

THIS CARD MUST BE
PRESENTED UPON DEMAND

JEFF FLEETHAM, DIRECTOR

LICENSE EFFECTIVE THROUGH:
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT
August 31, 2024

Jim Brown & Sons Roofing Company Incorporated
CONTRACTORS LICENSE NO. CLASS

ROC 061127 R-42

Specialty Residential
Roofing
THIS CARD MUST BE
PRESENTED UPON DEMAND

JEFF FLEETHAM, DIRECTOR

LICENSE EFFECTIVE THROUGH:
STATE OF ARIZONA January 31, 2024
Registrar of Contractors CERTIFIES THAT

Jim Brown & Sons Roofing Company Incorporated

CONTRACTORS LICENSE NO. ROC 082024 CLASS C-42

Specialty Commercial
Roofing

THIS CARD MUST BE
PRESENTED UPON DEMAND

JEFF FLEETHAM, DIRECTOR

LICENSE EFFECTIVE THROUGH:
STATE OF ARIZONA October 31, 2025
Registrar of Contractors CERTIFIES THAT

Jim Brown & Sons Roofing Company Incorporated

CONTRACTORS LICENSE NO. ROC 287012 CLASS CR-40

Specialty Dual
Insulation

THIS CARD MUST BE
PRESENTED UPON DEMAND

Cynthia D. Casaus, Interim Director

Contractor Search

DISCLAIMER

The data supplied below is based on your specific request(s) and is correct to the best of our knowledge as of the date and time it was extracted from our data files. The information is provided without personal research or analysis. The data is subject to change on a daily basis. You may obtain additional public records related to any licensee, including dismissed complaints and nondisciplinary actions unless ordered by a court or directed by the ROC director, if this information is required for legal purposes. You may request an affidavit certifying a copy or a file as specified in A.R.S. 32-1104A3. Please read our Standard Terms of Use at roc.az.gov/terms

Please note: The company or individuals listed on this license may hold other Arizona contracting licenses. To view information, status and complaint history for the past two years on other licenses held, go to the License Inquiry page and do a "Company Name and Personnel" search by entering the name of the company or individuals listed on the license.

DETAILS FOR

Jim Brown & Sons Roofing Company Incorporated

LICENSE NUMBER ROC 287012

This information is current as of 2024-01-04 09:49:26

Share this License or Send it to Yourself: Email | Save for Later

If you are the contractor listed, feel free to contact our Licensing Department at (602) 542-1525 for more information.

CONTRACTOR

Business Entity Name	Jim Brown & Sons Roofing Company Incorporated
City and State	Glendale, AZ, 85301
Phone	(623) 247-9252
Status / Action	Active

LICENSE

Class & Description	Specialty Dual CR-40 Insulation
Entity Type	Corporation
Issued / Renewal	
First Issued	2013-10-17
Renewed Through	2025-10-31

QUALIFYING PARTY & PERSONNEL

The Qualifying Party listed below is associated with this license. All other persons named, if any, are associated with the company. They are not all necessarily associated with this license.

Name : Ronald Dee Brown
Position : Qualifying Party

Name : Ronald Dee Brown
Position : Director

Name : Scott Allen Brown
Position : Officer
Other Positions : OFFICER

Name : Jessica Marie Rudd
Position : Officer
Other Positions : OFFICER

Name : Claudia M Brown
Position : Officer
Other Positions : OFFICER

Name : Valorie Miller
Position : Officer
Other Positions : OFFICER

COMPLAINT INFORMATION

Complaints against this contractor are listed below. Complaints that were cancelled, resolved or settled without a corrective work order or dismissed are not included. Contact the Registrar of Contractors at 602-542-1525 or toll-free statewide at 1-877-My AZROC (1-877-692-9762) to identify the ROC office location you need to visit to view complete complaint documentation. This website does not display all public sanctions or public information concerning a license's disciplinary history. Obtain any additional public information by using the Public Records Request form to confirm the license's entire history.

	CLOSED CASES	
0	0	0
Open Cases	Disciplined Cases	Resolved / Settled Cases

BOND INFORMATION

How to collect from a license bond
Bond Company Contact Information Sheet

Bond Type :	Surety
Bond Number :	AZ411204
Effective Date :	2013-08-08
Bond Company :	Merchants Bonding Company (mutual)
Amount :	$ 6750
Paid :	$ 0
Available :	$ 6750
Status :	Active

Contractor Search

DISCLAIMER

The data supplied below is based on your specific request(s) and is correct to the best of our knowledge as of the date and time it was extracted from our data files. The information is provided without personal research or analysis. The data is subject to change on a daily basis. You may obtain additional public records related to any licensee, including dismissed complaints and nondisciplinary actions and orders, by contacting the ROC directly. If this information is required for legal purposes, you may request an affidavit or certified copies for a fee as specified in A.R.S. 32-1104A3. Please read our Standard Terms of Use at roc.az.gov/terms

Please note: The company or individuals listed on this license may hold other Arizona contracting licenses. To view information, status and complaint history for the past two years on other licenses held, go to the License Inquiry page and do a "Company Name and Personnel" search by entering the name of the company or individuals listed on the license.

DETAILS FOR

Jim Brown & Sons Roofing Company Incorporated

LICENSE NUMBER ROC 082024

This information is current as of 2024-01-04 09:49:51

Share this License or Send it to Yourself: Email | Save for Later

If you are the contractor listed, feel free to contact our Licensing Department at (602) 542-1525 for more information.

CONTRACTOR

Business Entity Name	Jim Brown & Sons Roofing Company Incorporated
City and State	Glendale, AZ, 85301
Phone	(623) 247-9252
Status / Action	Active

LICENSE

Class & Description	Specialty Commercial C-42 Roofing
Entity Type	Corporation
Issued / Renewal	
First Issued	1989-02-21
Renewed Through	2024-01-31

QUALIFYING PARTY & PERSONNEL

The Qualifying Party listed below is associated with this license. All other persons named, if any, are associated with the company. They are not all necessarily associated with this license.

Name : Ronald Dee Brown
Position : Qualifying Party

Name : Ronald Dee Brown
Position : Director

Name : Scott Allen Brown
Position : Officer
Other Positions : OFFICER

Name : Jessica Marie Rudd
Position : Officer
Other Positions : OFFICER

Name : Claudia M Brown
Position : Officer
Other Positions : OFFICER

Name : Valorie Miller
Position : Officer
Other Positions : OFFICER

COMPLAINT INFORMATION

Complaints against this contractor are listed below. Complaints that were cancelled, resolved or settled without a corrective work order or dismissed are not included. Contact the Registrar of Contractors at 602-542-1525 or toll-free statewide at 1-877-My AZROC (1-877-692-9762) to identify the ROC office location you need to visit to view complete complaint documentation. This website does not display all public sanctions or public information concerning a license's disciplinary history. Obtain any additional public information by using the Public Records Request form to confirm the license's entire history.

	CLOSED CASES	
0	0	0
Open Cases	Disciplined Cases	Resolved / Settled Cases

BOND INFORMATION

How to collect from a license bond
Bond Company Contact Information Sheet

Bond Type :	Surety
Bond Number :	AZ218677
Effective Date :	2016-01-31
Bond Company :	Merchants Bonding Company (mutual)
Amount :	$ 37500
Paid :	$ 0
Available :	$ 37500
Status :	Active

Contractor Search

DISCLAIMER

The data supplied below is based on your specific request(s) and is correct to the best of our knowledge as of the date and time it was extracted from our data files. The information is provided without personal research or analysis. The data is subject to change on a daily basis. You may obtain additional public records related to any licensee, including dismissed complaints and nondisciplinary actions and orders, by contacting the ROC directly. If this information is required for legal purposes, you may request an affidavit or certified copies for a fee as specified in A.R.S. 32-1104A3. Please read our Standard Terms of Use at roc.az.gov/terms

Please note: The company or individuals listed on this license may hold other Arizona contracting licenses. To view information, status and complaint history for the past two years on other licenses held, go to the License Inquiry page and do a "Company Name and Personnel" search by entering the name of the company or individuals listed on the license.

DETAILS FOR

Jim Brown & Sons Roofing Company Incorporated

LICENSE NUMBER ROC 318282

This information is current as of 2024-01-04 09:50:09

Share this License or Send it to Yourself: Email | Save for Later

If you are the contractor listed, feel free to contact our Licensing Department at (602) 542-1525 for more information.

CONTRACTOR

Business Entity Name	Jim Brown & Sons Roofing Company Incorporated
City and State	Glendale, AZ, 85301
Phone	(623) 247-9252
Status / Action	Active

LICENSE

Class & Description	General Dual KB-1 Dual Building Contractor
Entity Type	Corporation
Issued / Renewal	
First Issued	2018-02-12
Renewed Through	2024-02-29

QUALIFYING PARTY & PERSONNEL

The Qualifying Party listed below is associated with this license. All other persons named, if any, are associated with the company. They are not all necessarily associated with this license.

Name : Ronald Dee Brown
Position : Qualifying Party

Name : Ronald Dee Brown
Position : Director

Name : Scott Allen Brown
Position : Officer
Other Positions : OFFICER

Name : Jessica Marie Rudd
Position : Officer
Other Positions : OFFICER

Name : Claudia M Brown
Position : Officer
Other Positions : OFFICER

Name : Valorie Miller
Position : Officer
Other Positions : OFFICER

COMPLAINT INFORMATION

Complaints against this contractor are listed below. Complaints that were cancelled, resolved or settled without a corrective work order or dismissed are not included. Contact the Registrar of Contractors at 602-542-1525 or toll-free statewide at 1-877-My AZROC (1-877-692-9762) to identify the ROC office location you need to visit to view complete complaint documentation. This website does not display all public sanctions or public information concerning a license's disciplinary history. Obtain any additional public information by using the Public Records Request form to confirm the license's entire history.

	CLOSED CASES	
0	0	0
Open Cases	Disciplined Cases	Resolved / Settled Cases

BOND INFORMATION

How to collect from a license bond
Bond Company Contact Information Sheet

Bond Type :	Surety
Bond Number :	AZ5120467
Effective Date :	2018-02-09
Bond Company :	Merchants Bonding Company (mutual)
Amount :	$ 59000
Paid :	$ 0
Available :	$ 59000
Status :	Active

JIMBROW-02 JHONEYCUTT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/11/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jessica Honeycutt
The Mahoney Group - Mesa 1835 South Extension Road Mesa, AZ 85210	PHONE (A/C, No, Ext): (480) 214-2707 FAX (A/C, No): (480) 730-4929 E-MAIL ADDRESS: jhoneycutt@mahoneygroup.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Jim Brown & Sons Roofing Co, Inc. dba JBS Roofing 5537 N. 59th Avenue Glendale, AZ 85301	INSURER A : Cincinnati Specialty Underwriters Insurance Company	13037
	INSURER B : State Automobile Mutual Insurance Company	25135
	INSURER C : Tokio Marine Specialty	23850
	INSURER D : West Bend Mutual Insurance Company	15350
	INSURER E : State Auto Property & Casualty Ins. Co.	25127
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	CSU0201345	1/1/2023	1/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	10159461CA	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			PUB847305	1/1/2023	1/1/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	B308635 00	4/1/2023	1/1/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	Installation Floater			10159459CP	1/1/2023	1/1/2024	Occurrence	500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Bid 23L-1221

Excess follows form over GL

Mohave Educational Services Coop., Inc are additional insured with written contract per attached forms. Waiver of Subrogation and Primary and Non-Contributory apply with written contract per attached forms.

CERTIFICATE HOLDER

Mohave Educational Services Cooperative Inc
211 N 7th St
Kingman, AZ 86401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - PER CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Paragraph **8. Transfer of Rights of Recovery Against Others to Us** of **SECTION IV - CONDITIONS:**

If you have agreed, in a written contract or agreement, to provide a waiver of any right of recovery against a person or organization, we will waive any right of recovery we may have against that person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to that person or organization for which you have agreed to in a written contract to provide said waiver.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):
Anywhere in the coverage territory
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A,** and for all medical expenses caused by accidents under Section **I** - Coverage **C,** which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A,** and for all medical expenses caused by accidents under Section **I** - Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages be-

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cause of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

© Insurance Services Office, Inc., 2008

4. **Loss Payment – Physical Damage Coverages**

   At our option, we may:

   a. Pay for, repair or replace damaged or stolen property;

   b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or

   c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

   If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. **Transfer Of Rights Of Recovery Against Others To Us**

   If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. **Bankruptcy**

   Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. **Concealment, Misrepresentation Or Fraud**

   This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

   a. This Coverage Form;

   b. The covered "auto";

   c. Your interest in the covered "auto"; or

   d. A claim under this Coverage Form.

3. **Liberalization**

   If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. **No Benefit To Bailee – Physical Damage Coverages**

   We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. **Other Insurance**

   a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

   (1) Excess while it is connected to a motor vehicle you do not own; or

   (2) Primary while it is connected to a covered "auto" you own.

   b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

   c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

   d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. **Premium Audit**

   a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

   b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO POLICY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

CONTENTS:

A. ADDITIONAL INSURED – AUTOMATIC STATUS
B. BROADENED INSURED
C. DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS CONDITION
D.. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS
E. RESULTANT MENTAL ANGUISH
F. AMENDMENT OF FELLOW EMPLOYEE LIABILITY EXCLUSION
G. EMPLOYEES AS INSUREDS
H. EMPLOYEE HIRED AUTOS
I. INCREASED BAIL BONDS AND LOSS OF EARNINGS
J. INCREASED TRANSPORTATION EXPENSE – TOTAL THEFT OF A COVERED AUTO
K. INCREASED LOSS OF USE EXPENSE
L. ACCIDENTAL DISCHARGE OF AIRBAG COVERAGE
M. GLASS REPAIR DEDUCTIBLE WAIVER
N. COLLISION DEDUCTIBLE WAIVER
O. INCREASED LIMIT FOR ELECTRONIC EQUIPMENT
P. TOWING
Q. AUTO LOAN/LEASE GAP COVERAGE
R. PERSONAL EFFECTS COVERAGE
S. LOCKSMITH SERVICES
T. TAPES, RECORDS AND DISCS COVERAGE
U. HIRED AUTO PHYSICAL DAMAGE
V. HIRED PRIVATE PASSENGER AUTOS AND LIGHT TRUCKS – WORLDWIDE COVERAGE
W. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

A. ADDITIONAL INSURED – AUTOMATIC STATUS

Item A.1.c. of SECTION II –COVERED AUTOS LIABILITY COVERAGE,WHO IS AN INSURED is deleted and replaced with the following:

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability. This includes, but is not limited to, any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract or a written agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured under this policy only with respect to liability caused in whole or in part by your acts or omissions in the performance of your ongoing operations for the additional insured. A person or organization's status as an additional insured for ongoing operations under this policy ends when your operations for the additional insured are completed or when this policy is cancelled, whichever occurs first.

B. BROADENED INSURED

The following paragraph is added to SECTION II –A.1. WHO IS AN INSURED:

d. Any organization of yours, other than a partnership or joint venture, of which you own a financial interest of more than 50% as of the effective date of this Coverage part, will qualify as an "insured". However, such organization will not qualify as an "insured" if it is also an "insured" under another policy, other than a policy written to apply specifically in excess of this Coverage Part or would be an "insured" under such policy but for its termination or the exhaustion of its limits of insurance. Each such organization remains qualified as an "insured" only while you own a financial interest of more than 50% in the organization during the policy period.

e. Any organization that is acquired or formed by you, other than a partnership or joint venture, of which you own a financial interest of more than 50% will qualify as an "insured". However, such organization will not qualify as an "insured" if it is also an "insured" under another policy, other than a policy written to apply specifically in excess of this Coverage Part or would be an "insured" under such policy but for its termination or the exhaustion of its limits of insurance. Each such organization remains qualified as an "insured" only while you own a financial interest of more than 50% in the organization during the policy period.

This provision does not include:

(1) any organization 180 days or more after its acquisition or formation; or

(2) "bodily injury", "property damage" or "covered pollution cost or expense" caused by an "accident" that occurred before you acquired or formed the organization.

C. DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS CONDITION

The following paragraph is added to the end of Paragraph A. 2., SECTION IV – BUSINESS AUTO CONDITIONS:

Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is

satisfied if you send us written notice as soon as practicable after any of your executive officers, directors, partners, insurance managers, legal representatives, or "employees" authorized by you to give or receive notices becomes aware of or should have become aware of such "accident", claim, "suit" or "loss".

If you report an "accident" or "loss" to your workers compensation insurer which later becomes a claim under this coverage part, failure to report such "accident" or "loss" to us at the time of the "accident" or "loss" will not be considered a violation of this Condition, if you notify us as soon as practicable when you become aware that the "accident" or "loss" has become a liability claim.

D. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS

The following paragraph is added to Paragraph B. of SECTION IV – BUSINESS AUTO CONDITIONS:

Based on our reliance on your representations of existing hazards, if you unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

E. RESULTANT MENTAL ANGUISH

The definition of "bodily injury" is SECTION V- DEFINITIONS is replaced by the following"

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

F. AMENDMENT OF FELLOW EMPLOYEE LIABILITY EXCLUSION

The Fellow Employee Exclusion contained in Section II – Covered Autos Liability Coverage does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. The insurance granted under this provision is excess over any other collectible insurance

G. EMPLOYEES AS INSUREDS

The following is added to the SECTION II –COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

H. EMPLOYEES HIRED AUTOS

The following is added to the SECTION II –COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured provision:

Any "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5.b. Other Insurance is replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

I. INCREASED BAIL BONDS AND LOSS OF EARNINGS

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A.2. Coverage Extensions, a. Supplementary Payments is amended by:

1. Replace the $2,000 limit for cost of bail bonds with $5,000 in paragraph (2); and
2. Replace the $250 a day limit for reasonable expenses including actual loss of earnings with $500 a day in paragraph (4).

J. INCREASED TRANSPORTATION EXPENSE – TOTAL THEFT OF A COVERED AUTO

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions, a. Transportation Expenses, is amended by replacing $20 per day with $60 per day, and the $600 maximum with $1,800 maximum.

This extension applies to all covered "autos" with a Gross Vehicle Weight of less than 10,001 pounds.

K. INCREASED LOSS OF USE EXPENSES

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions, b. Loss Of Use Expenses, is amended by replacing $20 per day with $60 per day, and the $600 maximum with $1,800 maximum.

L. ACCIDENTAL DISCHARGE OF AIRBAG COVERAGE

The following is added to Exclusion B.3.a. of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, this exclusion does not apply to the accidental discharge of an airbag.

M. GLASS REPAIR DEDUCTIBLE WAIVER

The following is added to paragraph D. of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

N. COLLISION DEDUCTIBLE WAIVER

The following is added to paragraph D. of SECTION III – PHYSICAL DAMAGE COVERAGE:

When a covered "auto" insured for Collision coverage under this policy collides with another "auto" we insure, the Collision deductible applicable to the covered "auto" or "autos" insured under this policy shall not apply.

O. INCREASED LIMIT FOR ELECTRONIC EQUIPMENT

Section III PHYSICAL DAMAGE COVERAGE C.1. b. is amended by replacing the $1,000 with $2,500.

P. TOWING

SECTION III – PHYSICAL DAMAGE COVERAGE, A.2. Towing, is replaced by replacing the following:

2. Towing

We will pay up to $75 for towing and labor costs incurred each time an "auto" with a Gross Vehicle Weight of less than 10,001 pounds is disabled if the declarations indicate that either Comprehensive Coverage or Specified Causes of Loss Coverage and Collision Coverage are provided for that "auto".

Q. AUTO LOAN/LEASE GAP COVERAGE

The following is added to SECTION III – PHYSICAL DAMAGE COVERAGE:

In the event of a total "loss" to a covered "auto" shown in the Schedule or Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. Overdue payments and financial penalties associated with those payments as of the date of the "total loss";
2. The carryover, transfer or rollover of a previous outstanding lease or loan

balance from another vehicle to the original lease or loan for the scheduled "auto";

3. The dollar amount of any unrepaired damage which occurred prior to the total "loss" of the scheduled "auto";
4. All refunds paid or payable to you as a result of the early termination of the lease of loan agreement or, to the extent financed, as a result of the early termination of any warranty or extended service agreement on the scheduled "auto";
5. Financial penalties imposed under a lease agreement for high mileage, excessive use or abnormal wear and tear;
6. Nonrefundable security deposits; and
7. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease.

The following is added to paragraph A. Loss Conditions of SECTION IV – BUSINESS AUTO CONDITIONS:

Lease/Loan Gap Coverage shall apply to the remaining term of the original lease or loan agreement written on the scheduled "auto" at the time of total "loss".

R. PERSONAL EFFECTS COVERAGE

The following is added to SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions:

c. Personal Effects

We will pay up to $500 for "loss" to personal effects which are:

(1) owned by an "insured"; and

(2) in or on a covered "auto".

This coverage applies only in the event of a total theft of a covered "auto". No deductible applies to this coverage. Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment are not considered personal effects.

S. LOCKSMITH SERVICES

The following is added to SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions:

d. Locksmith Services

We will pay up to $100 for necessary locksmith services incurred because keys to a covered "auto" have been lost, stolen or damaged. No deductible applies to this coverage.

T. TAPES, RECORDS AND DISCS COVERAGE

Exclusion B.4.a. of SECTION III – PHYSICAL DAMAGE COVERAGE does not apply.

The following is added to SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions:

e. Tapes, Records And Discs Coverage

Under Comprehensive Coverage we will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(1) Are your property or that of a family member or employee

(2) Are in a covered "auto" at the time of "loss".

The most we will pay for "loss" is $200.

U. HIRED AUTO PHYSICAL DAMAGE

If hired "autos" are covered "autos" for Covered Autos Liability Coverage, then

Comprehensive and Collision coverages are extended to an "auto" you lease, hire, rent, or borrow subject to the following:

1. The most we will pay for "loss" to any leased, hired, rented, or borrowed "auto" is the Actual Cash Value or the cost to repair the "auto", whichever is smallest.
2. The deductible for Hired Auto Physical Damage will be equal to the largest deductible applicable to any owned "auto" scheduled on this policy for that coverage. No deductible applies to loss by fire or lightning.
3. If the "loss" to the leased, hired, rented, or borrowed "auto" is covered by Comprehensive Coverage, and if no owned "auto" scheduled on this policy is insured for Comprehensive Coverage, a $100 deductible will apply to the "loss".
4. If the "loss" to the leased, hired, rented, or borrowed "auto" is covered by Collision Coverage, and if no owned "auto" scheduled on this policy is insured for Collision Coverage, a $1,000 deductible will apply for the "loss".

V. HIRED PRIVATE PASSENGER AUTOS AND LIGHT TRUCKS – WORLDWIDE COVERAGE

Paragraph b. 7.5.(1) of Section IV – BUSINESS AUTO CONDITIONS – Policy Period, Coverage Territory is replaced by the following:

Anywhere in the world if a covered "auto" of the private passenger type or a light truck with Gross Vehicle Weight less than 10,001 pounds is leased, hired, rented or borrowed without a driver for a period of 30 days or less.

W. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to Section IV – BUSINESS AUTO CONDITIONS A.5. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have against any person or organization to the extent required of you under a written contract executed prior to any "accident" or "loss", provided the "accident" or "loss" arises out of operations contemplated by such contract. This waiver applies only to the person or organization designated in such contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU - OPERATIONS AND COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions in the performance of your ongoing operations for the additional insured;
2. The acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured; or
3. "Your work" performed for the additional insured and included in the "products-completed operations hazard".

If not specified otherwise in the written contract or agreement, a person's or organization's status as an additional insured under this endorsement ends one year after your operations for that additional insured are completed. The written contract or agreement must be currently in effect or become effective during the term of this Coverage Part. The contract or agreement must be executed prior to the "bodily injury", "property damage" or "personal and advertising injury" to which this endorsement pertains.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional linsured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
   a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
   b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.
3. "Bodily injury", "property damage" or "personal and advertising injury" to any employee of you or to any obligation of the additional insured to indemnity another because of damages arising out of such injury.

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4. "Bodily injury", "property damage" or "personal and advertising injury" for which the Named Insured is afforded no coverage under this policy of insurance.

C. With respect to the insurance afforded to these additional insureds, **SECTION III - LIMITS OF INSURANCE** is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever is less. If no limits are specified in the written contract or agreement, the limits applicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

D. With respect to the insurance afforded to these additional insureds, **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, **4. Other Insurance** is amended to include:

Any coverage provided herein will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless you have agreed in a written contract or written agreement executed prior to any loss that this insurance will be primary. This insurance will be noncontributory only if you have so agreed in a written contract or written agreement executed prior to any loss and this coverage is determined to be primary.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

A blanket waiver of subrogation hereby applies where required by written contract - Arizona

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 04-01-2023 Policy No. Endorsement No.

Insured B308635 Premium Included

Jim Brown & Sons Roofing Co.

Insurance Company Countersigned by _____

© 1983 National Council on Compensation Insurance.

7. **Place after Tab 2d:** Provide a current letter from your financial institution indicating the range of credit available to your firm, (e.g., "credit in the low nine figures" or "credit line exceeding five figures"). Provide a current letter from your financial institution and/or officers of major suppliers, indicating confidence in your firm's stability and payment history. *These letters will only be used to evaluate bids and will not be made available to the public.*

   Bidders may submit current audited annual financial reports in lieu of letters from financial institutions. However, the annual financial reports must provide essentially the same information as requested from the letters. Bidders are encouraged to highlight the requested information in any audited annual financial report submitted in response to this solicitation. All financial information will be kept confidential.

See the attached.

Note: **Confidential Financial Information** **REMOVED**

Primary Vendor Information
Qualifications and Experience
(Place after Tab 2b, 2d, 2e, 2f, 2g, 2h, 2i, 2j, and 2k – As Noted Below)

8. **Place after Tab 2e:** Describe in detail how your firm monitors and guarantees the quality of the work being performed by your firm, and any subcontractors. Provide information regarding how your inspectors examine each project from start to finish. Include the names and qualifications for each current inspector.

Jim Brown & Sons Roofing Co Inc. will assign a highly qualified inspector based on the roof system installed. Robert Dishmon has over 43 years of roofing industry experience and is an expert in tile, single ply, metal, shingle, coatings, and built up. Daren Ansell has 38 years of roofing industry experience and is an expert in coating and spray foam roofing systems.

Each project inspector will have a pre-construction meeting at the start of the job and will check the job during the construction process daily. A final inspection will be performed at the completion of construction prior to the job walk through with the customer and manufacturer when applicable.

See Key Personnel form attached.

JBS ROOFING
JIM BROWN & SONS ROOFING

KEY PERSONNEL

Name	Responsibilities	Phone #	E-mail	Qualifications	Experience
Ronald D. Brown	President	623-247-9252	ron@jbsroofingaz.com	Ceritified master Shingle applicator "Wizard" by Certainteed, R.I.E.I., roof asset management classes, 9 years on the board of ARCA, 2 years as President of the board on ARCA, 1 year chairmen of the registrars committee with ARCA, BURSI class for Built-Up roof systems (repairs and new roofs), classes and training for the following: Safety and training, single ply roof systems (Duro-Last, John Mansville, GAF, IB Systems, Genflex, Firestone, Carlisle), Built-Up roof systems (GAF, Polyglass, John Mansville, Marlarkey, Tamko), Qualifying party for the license of JBS for 35 years, President of JBS for 35 years, Dale Carnegie classes for roof management, KM Coatings certificate, various roofing seminars given by ARCA	51 years
Scott A. Brown	Vice President - Commercial	623-247-9252	scott@jbsroofingaz.com	Classes and training for the following: Safety by OSHA & State Fund, single ply roof systems (Duro-Last, John Mansville, GAF, IB Systems, Genflex, Firestone, Carlisle), Built-Up roof system (GAF, Polyglass, JM, Malarkey, Tamko), KM Coatings certificate and Fall Protection by State Fund.	37 years
Valorie Miller	Vice President - Residential	623-247-9252	val@jbsroofingaz.com	KM Coatings certified, Firestone training, Carlisle Training, ASA Construction Law Seminar, multiple roofing seminars given by ARCA. BNI President for 1 year, Director for 2 Years. Chair of the National Women in Roofing AZ Council 2016 - 2019, Tamko Pro Certified	20 years
Robert Dishmon	Operations Manager	623-247-9252	robert@jbsroofingaz.com	Prior roofing licensed contractor, Tile Roof Institute certification instructor, OSHA 30 certified, CPR and First Aid, Maricopa County Dust Control Coordinator, KM Coatings certified, Certainteed Master Shingle Applicator, Spray Polyfoam Alliance accredited, Fall Protection, Forklift certified, and Asbestor & Lead Paint Awareness by ADOSH.	43 years
Jessica M. Rudd	CFO / Office Manager	623-247-9252	jr@jbsroofingaz.com	Associates Degree in Business & Bachelors Degree in Accounting, Accounting for Contractors course by NECA, Construction Contracts Course by ARCA, OSHA Recordkeeping certificate, AZ Notary Public, member of National Women In Roofing AZ Council and various roofing seminars given by ARCA.	29 years
Thomas Knudson	Project Manager	623-247-9252	tom@jbsroofinaz.com	Fall protection training put on by State Fund, Asbestos & Lead Paint Awareness by ADOSH, Fall Protection and safety training seminars by ARCA, certified forklift operator, experience crane operator, Chairperson of ROC committee for ARCA, Certified Master Shingle Applicator Wizard by Certainteed, KM Coatings Certified, Spray Polyfoam Alliance accredited, RS Means Estimating. Has been Project Manager/Estimator for 17 years.	38 years
Chester S. Goldmeer	Project Manager	623-247-9252	cg@jbsroofingaz.com	KM Coatings certified, Firestone training, Carlisle Training, has been Estimator at JBS for 14 years.	19 years
Cesar Olivas	Safety Manager	623-247-9252	cesar@jbsroofingaz.com	Fall Protection training, Tile Roof Institute certified, OSHA 30 hour certified, Asbestos & Lead Paint Awareness by ADOSH, First Aid and CPR, certified Forklift operator, various safety training courses by ARCA.	25 years
updated 12/20/23					

9. **Place after Tab 2f:** Provide a letter regarding your Worker's Compensation Experience Modification Rate (EMR) for the past three (3) years. The letter shall be on insurance company letterhead and signed by the responsible individual employed by the insurance company. If your EMR is higher than 1.0, provide detailed information explaining the higher rating.

See the attached letter. Our EMR is higher than 1.0 at this time, because we had 2 large freak accidents that happened in 2019 and 2020. If you look at all our other years, you will see an excellent injury track record. One accident was an employee's first day back on the job after working somewhere else for some time and he fell off the roof and the other was one of our employees picking up someone at Home Depot to help him on a roof over the weekend and that guy fell off the roof. Both were completely out of the ordinary for JBS Roofing. Our rate will be going down in the next couple years as those 2 injuries fall off our EMOD calculation and we have not had any serious accidents since.

May 31, 2023

Jim Brown and Sons Roofing Co. Inc.
5537 N. 59th Ave
Glendale, AZ 85301

RE: Workers' Compensation Experience Factors

Please accept this letter as confirmation of the Workers' Compensation experience factors for Jim Brown and Sons Roofing Co, Inc. as follows:

January 1, 2020-21	.66
January 1, 2021-22	1.06
January 1, 2022-23	1.47
January 1, 2023-24	1.62
January 2, 2024	1.42

Sincerely,

Jessica Honeycutt
The Mahoney Group
(480) 214-2707
jhoneycutt@mahoneygroup.com

10. **Place after Tab 2g:** Describe in detail your firm's training program for each employee exposed to fall hazards as defined by OSHA standards. Include all in-house staff who are OSHA certified trainers that administer this program, or the firm that directly provides the training for your staff. Include a copy(ies) of the OSHA certified training course(s). Include detailed information how your firm administers the program to subcontractors.

Each new hire receives a comprehensive safety orientation that includes: Fall Protection Program, Fall Protection Training, Haz-Mat, etc. This training is administered by our in house Safety Director, Cesar Olivas who is OSHA 30 Hour certified. All key personnel, superintendents, and foreman receive OSHA certification training through Arizona Roofing Contractors Association.

Our crew employees are also provided with the OSHA 10 hour training and certification. Certificates can be provided upon request. Each new hire is also given their own copy of the safety manual to keep.

The following personnel are OSHA 30 Hour certified:

Robert DeHeer

Daren Ansell

Ronald Smiley Sr.

Cesar Olivas

CERTS ATTACHED

We require our subs to meet these requirements as well and monitor this by requesting copies of their safety programs as well as certification copies. Copy of our Safety Manuals attached as well.

OSHA
Occupational Safety and Health Administration

40-602005168

This card acknowledges that the recipient has successfully completed:

30-hour Construction Safety and Health

This card issued to:

Cesar Olivas

Dale Gillaspy

Trainer Name

10/27/2023

Date of Issue

ARCA / OSHA COMPETENT PERSON TRAINING AND BASIC CONSTRUCTION SAFETY CERTIFICATE

This certificate is awarded to

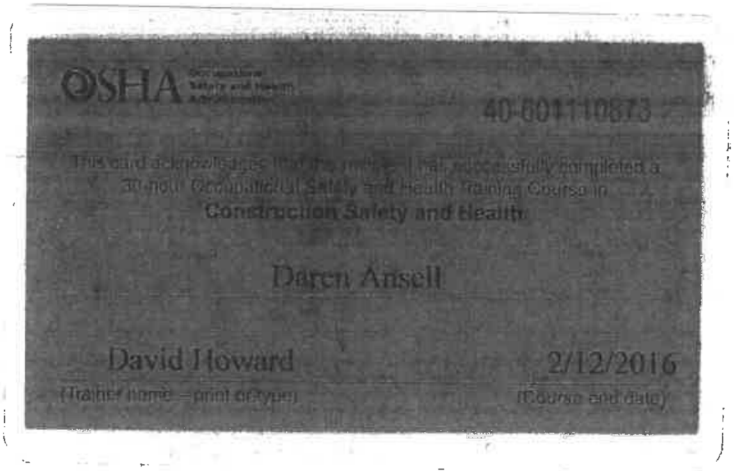
Robert DeHeer

CST Risk Management

The person named above has been trained in and has demonstrated an understanding of the requirements of the ARCA /OSHA Competent Person and Basic Construction Safety Training Course sponsored by the Arizona Roofing Contractors Association.

Name Robert DeHeer Company Jim Brown & Sons Roofing

Date of Course November 17, 2005 Presented by CST Risk Management



OSHA

40-601110873

This card acknowledges that the individual has successfully completed a 30-hour Occupational Safety and Health Training Course in

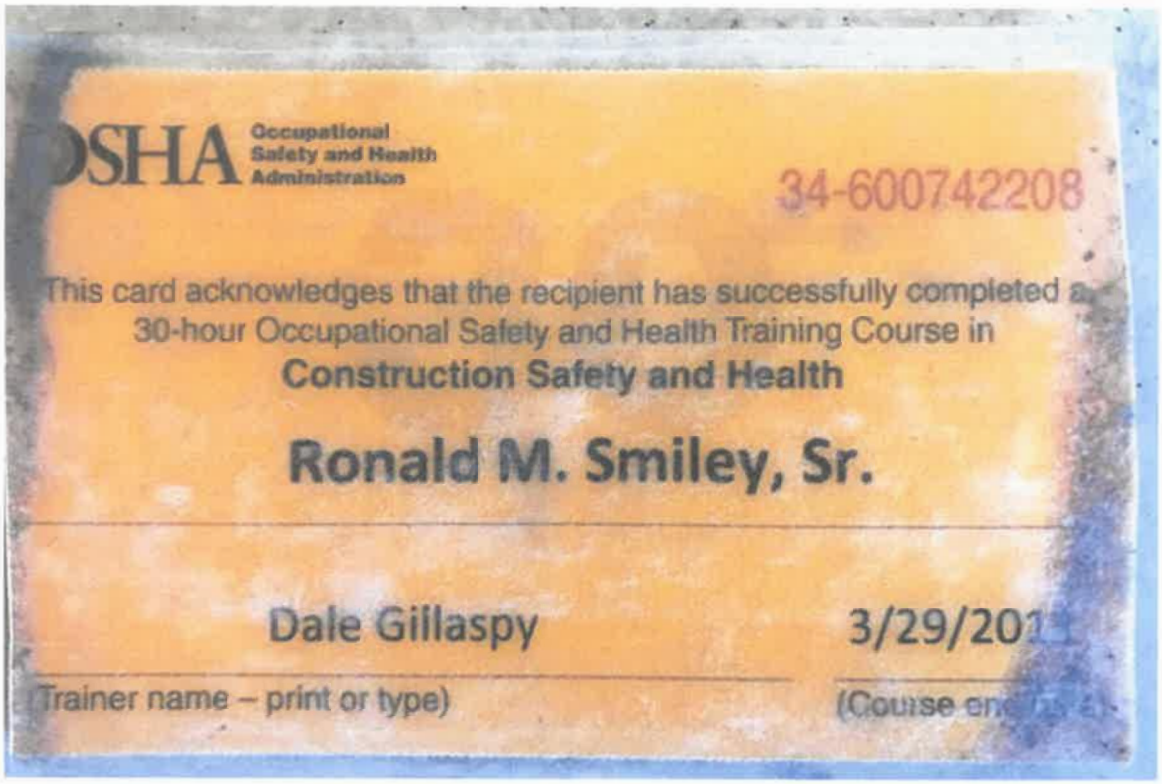
Construction Safety and Health

Daren Ansell

David Howard
(Trainer name – print or type)

2/12/2016
(Course end date)

OSHA 30 HR.



OSHA Occupational Safety and Health Administration

34-600742208

This card acknowledges that the recipient has successfully completed a 30-hour Occupational Safety and Health Training Course in

Construction Safety and Health

Ronald M. Smiley, Sr.

Dale Gillaspy

(Trainer name – print or type)

3/29/201

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JBS ROOFING

JIM BROWN & SONS ROOFING

COMPANY POLICY & SAFETY MANUAL

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PURPOSE

We the managers of Jim Brown & Sons Roofing Co. Inc., hereby adapt the following Safety Program in accordance with the State of Arizona, Occupation Safety and Health Standards for General Industry. All employees of this organization are required to review in its entirety the following Safety Program Guidelines set forth by Jim Brown & Sons Roofing Co. Inc. These guidelines have been established for the health and welfare of our employees, as well as the management of this organization. It is the policy of Jim Brown & Sons Roofing Co. Inc., that every employee is entitled to a safe and healthful place in which to work. To this end, every reasonable effort will be made in the interest of accident prevention, fire protection, fall protection, and health preservation. Supervisors, with the cooperation of all employees, shall be directly responsible to management for the observance of all standard and safe operating procedures and work methods, maintaining safe working conditions, protecting safety and welfare of fellow employees, investigating all accidents whether or not resulting in injuries, and correcting all unsafe conditions or activities. We at Jim Brown & Sons Roofing Co. Inc., have a basic responsibility to treat the safety of our employees as a matter of priority concern. The successful operation of Jim Brown & Sons Roofing Co. Inc., will depend not only on sales, services, and production, but also how safely each job is performed. There is no job so important or service so urgent, that we cannot take time to work safely. I consider the safety of our personnel to be of prime importance and I expect your full cooperation in making our program effective.

Sincerely,

Ronald D. Brown
President

IDENTIFICATION OF PLAN ADMINISTRATORS

Ronald D. Brown, President
Scott A. Brown, Vice President
Valorie Miller, Vice President
Jessica Rudd, CFO / Office Manager
Robert DeHeer, Safety Manager
Robert Dishmon, Director of Operations

SCOPE

The plan applies in its entirety to all Jim Brown & Sons Roofing employees. Any variance from its requirements is granted only by the Jim Brown & Sons Roofing Safety Manager.

RESPONSIBILITIES

Jim Brown & Sons Roofing owners have the overall responsibility to ensure compliance with this policy.

Jim Brown & Sons Roofing Safety Manager in cooperation with all department heads will act on the owners' behalf to monitor and enforce compliance of this policy.

The Superintendent and site Foreman will assist in the monitoring and enforcement of this policy.

All Jim Brown & Sons Roofing employees are responsible to follow this policy and assist with monitoring compliance.

ENFORCEMENT

Constant awareness of and respect for hazards and compliance with all safety rules are considered conditions of employment. The Safety Manager, Superintendent and site Foreman or competent person, reserve the right to issue disciplinary warnings to employees, up to and including termination for failure to follow the guidelines of this program.

ACCIDENT INVESTIGATIONS

All accidents that result in injury to workers regardless of their nature shall be investigated and reported. It is an integral part of any safety program that documentation takes place as soon as possible, so that the cause and means of prevention can be identified to prevent a reoccurrence. In the event that an incident occurs, this plan shall be reviewed to determine if additional practices, procedures or training needs to be implemented to prevent similar types of falls or incidents from occurring.

CHANGES TO PLAN

Any changes to the plan will be approved by the Jim Brown & Sons Roofing Safety Manager or Management Team. This plan shall be reviewed by a qualified person as the job progresses to determine if additional practices, procedures or training needs to be implemented by the Safety Manager to improve or provide additional protection. Workers shall be notified and trained, if necessary, in the new procedures.

NO CONTRACT RIGHTS IN FAVOR

This policy is not meant to be a contract and Jim Brown & Sons Roofing Co. Inc. may amend, change or discontinue this plan at any time. Employment at Jim Brown & Sons Roofing Co. Inc. is at-will and may be terminated by the employee or by Jim Brown & Sons Roofing at any time, with or without cause.

RESPIRATORY PROGRAM

DEFINITIONS

1. **Air Purifying Respirator**
   A respirator with an air-purifying filter, cartridge or canister that removes specific air contaminants by passing ambient air through the air-purifying element.
2. **Exposure**
   Exposure to a concentration of an airborne contaminant that would occur if the employee was not using respiratory protection.
3. **Filtering Face Piece (Dust Mask)**
   A negative pressure particulate respirator with a filter as an integral part of the face piece or with the entire face piece composed of the filtering medium.
4. **Immediately Dangerous to Life or Heather (IDLH)**
   An atmosphere that poses an immediate threat to life, would cause irreversible adverse health effects, or would impair an individual's ability to escape from a dangerous atmosphere.
5. **User Seal Check**
   An action performed by the respirator user to determine if the respirator is properly seated to the face.

GENERAL REQUIREMENTS

1. Only those employees who are trained in accordance with this Section and medically qualified to wear respirators shall be assigned work requiring use of respirators. Employees required to wear respirator protection must be medically qualified (pulmonary Function Test) on an annual basis.
2. Respirator wearers cannot be afforded protection from hazardous airborne contaminants when conditions prevent a complete gas-tight face seal. Facial hair, head hair, and eyeglasses are among these obstructions. While eyeglasses are in the category of obstructions that prevent a gas-tight face seal, primarily in the case of full-face supplied-air respirators, this problem is correctable by use of counting devices to hold the eyeglass frames inside the respirator face piece. The criteria are that there can be no obstruction of contact between the wearer's skin and the mask whatsoever. Beard stubble constitutes a physical obstruction.
3. As a condition of employment, affected employees shall be required to be clean shaven each day when assigned to use respiratory protection.
4. Candidates for employment objecting to this policy shall be made aware that their versatility may be limited and that this can affect their job assignments. Consequently, an

individual's attitude regarding the removal of gas-tight face seal obstruction should be assessed prior to employment.

5. Respirators shall be provided by Jim Brown and Sons Roofing Co. Inc. whenever a qualified person determines that such equipment is necessary to protect the health of the employee from significant inhalation exposure.
6. Only respiratory equipment that has been certified by the National Institute for Occupational Safety and Health (NIOSH) shall be provided.
7. Employees shall be instructed and trained in the need for, use of, sanity care of, and limitations of respirator equipment prior to assignment to activities requiring its use.
8. Respirator users shall perform a user seal check before entering a potentially contaminated atmosphere.
9. Jim Brown and Sons Roofing Co. Inc. shall provide, repair, or replace respiratory protective equipment as may be required due to wear and deterioration.
10. Means of cleaning all respiratory protective equipment shall be provided.

IMPLEMENTATION

Specific procedures and requirements for the use of respiratory equipment shall be developed as part of safety and health work plans. Those specific procedures will incorporate by reference the general requirements set forth in this procedure.

Presently, Jim Brown and Sons Roofing Co. Inc. employees are only authorized to wear Filtering Face Pieces, AKA Dust Masks. At no time shall an employee be authorized to wear any other type of respirator without extensive training and the written authorization of the Safety Manager.

1. Filtering face pieces shall be replaced when clogged or damaged.
2. It will be the Superintendent and site Foreman or competent person's responsibility to inform the Jim Brown and Sons Roofing Co. Inc. Safety Manger of any projects that might require more stringent respirator protection.
3. In the event more stringent respirator protection is deemed necessary, the Jim Brown and Sons Roofing Co. Inc. Safety Manger will ensure proper training is conducted. All affected Employees have proper medical clearance and proper NIOSH approved respiratory protection equipment.
4. All employees are limited to 2 hours a day of exposure in regards to silica. This typically is only required with JBS tile crews, who are cutting concrete tile, which is only done in an outdoor environment. The employees are required to wear at least an N-95 respirator. While we cannot force an employee to use a cartridge type respirator due to needing doctor approval, it is highly recommended.
5. Employee must make sure to wash their hands and face before eating, drinking, or smoking once they are outside of the exposure area.

DRIVER AND VEHICLE SAFETY

GENERAL REQUIREMENTS

1. Employees who may be required to drive a vehicle on Jim Brown and Sons Roofing Co. Inc. business shall hold a valid operator's license from their state of residence, appropriate to the type(s) of vehicles they may be driving.
2. The driver is responsible for seeing that all state and local traffic laws and client regulations concerning vehicles are obeyed.
3. All vehicles used on Jim Brown and Sons Roofing Co. Inc. business must be equipped with seat belts. Drivers and occupants of all vehicles shall use seat belts when available.
4. No employee shall drive on Jim Brown and Sons Roofing Co. Inc. business when temporarily disabled, under the influence of alcohol, illegal drugs, or if excessively fatigued.
5. Employees taking prescription medication must disclose all applicable information to the Jim Brown and Sons Roofing Co. Inc. Safety Manger. Use of a company vehicle may be restricted while using these medications.
6. Employees must drive defensively at all times.
7. Drivers shall not drive beyond any barricade or into any area with designations such as "Hazardous" or "Do Not Enter". All facility protection directions concerning barricaded areas must be obeyed.
8. Caution shall be used when driving through congested areas or near areas where personnel and equipment are working.
9. No vehicle motor shall be left running when no one is in the vehicle.
10. Chocks shall be used by truck operators for parked vehicles over one and one/half tons gross weight which is being loaded or unloaded by forklift. Additionally, parked trucks shall be chocked.
11. Unless required such as on a client's property (e.g., a refinery), keys shall not be left in a vehicle which is left attended.
12. No motorcycles or private aircraft (unless specifically authorized) are to be driven on Jim Brown and Sons Roofing Co. Inc. business.
13. In case of an accident, regardless of who is injured, whose property is damaged of who owns the vehicle the driver shall:
    a. Stop
    b. Call for medical assistance in case of personal injuries.
    c. Call police or highway patrol if injuries are involved.
    d. Complete a Vehicle Accident Report and submit it to his/her supervisor as soon as possible.
    e. Assure that names and addresses of any witnesses are entered on the Jim Brown and Sons Roofing Co. Inc. accident report.
    f. Promptly notify his/her supervisor and Jim Brown and Sons Roofing Co. Inc. Safety Manger.
14. All personnel shall be trained to this procedure prior to use of any Jim Brown and Sons Roofing Co. Inc. owned, leased or rented vehicles and personal vehicles operated on Company business. A copy of the training record shall be maintained.

15. No cell phone use while in a moving vehicle! If a phone call must be made or taken, the driver must pull over to the side of the road in a safe location.

SMOKING & TOBACCO POLICY

Smoking and tobacco usage (chewing, dipping, spitting, etc) is prohibited as follows:

1. On ALL jobsites, Residential and Commercial
   a. Unless a pre-determined smoking area, located away from the building has been established and authorized by property owners.
   b. Unless going on an organized lunch break, taken off the customer's property and 20 feet away from all occupied buildings.
2. In ALL company owned vehicles.
3. Within 20 feet of JBS Roofing's Main Office and public entry.

CELL PHONE USE POLICY

The purpose of such policy is to create and maintain a safer work environment for all employees as well as the general public. JBS Roofing feels that enforcing these policies will create a more productive team and improved work environment for all. This policy refers to phone calls, text messaging, social media or other app usage.

1. No personal phones to be in use on any JBS Roofing jobsites or in the yard unless using for company business or emergencies.
2. Personal calls and texts are NOT authorized during work hours, in the event such calls are necessary, these must be completed during scheduled breaks such as lunch.
3. Personal calls to inform of an at home emergency needs to be directed to the office or foreman to pass on messages to employees.
4. Foreman must authorize use of personal cell phones during work hours. Foreman to document duration of personal calls & text message. Employees must be aware this time will be deducted from their end of day time.

DRESS CODE

In the last five years we have improved our image greatly and we would like to continue improving as we move forward.

The dress code for the office staff and all salesman is business casual at the owner's discretion. Everyone should be neat, clean, and nothing should be faded or frayed.

1. This means full length pants or skirts at all times. No shorts, capri's, ankle pants, cargo pants or leggings.
2. Dress tops are acceptable for the ladies, polo shirts are fine. Sleeveless is ok if it goes to the shoulder (nothing to narrow). Sport shirts are acceptable if they are polos. No tank tops, spaghetti straps, halter tops, oversized tee shirts and no midriff should be visible ever.

3. Men should be wearing polo shirts or button down the front shirts. No sleeveless or plain t-shirts. Sport shirts are acceptable if they are polos.

The dress code for the field staff includes short or long sleeve shirts, pants, and boots. No shirts shall have the name of other roofing companies on them. No tank tops should be worn. Please refrain from wearing anything ripped, torn, or with holes.

JOBSITE, OFFICE & WAREHOUSE ETIQUETTE

All JBS employees have a responsibility to treat each other with respect and courtesy. Rudeness, hostility, and/or angry outbursts will not be tolerated.

HOTEL ETIQUETTE

We do a lot of jobs for ADOT and DEMA and other customers that require employees to go out of town for the week. The company pays for the hotel that you stay in. While you are out of town and staying in these hotels, even though it may be after work hours, you are still representing JBS Roofing and need to act accordingly.

1. Keep the noise down. No yelling, screaming, or loud talking. No slamming doors. No loud banging on the floors or walls. No running along the hallways or stairways.
2. Before you leave for the day, place all dirty towels in one pile on the bathroom floor for the made to replace.
3. Don't leave trash laying around, put it in the trash can.
4. Be as quiet as you can when walking down the halls especially between 10pm and 8am.
5. Leave all hotel items in the hotel, such as towels, pillows, tissue boxes, robes, etc.
6. NO SMOKING in non-smoking rooms.
7. NO COOKING of any kind on hotel property unless you have a microwave in your room. This means no outdoor BBQ's. Find a park to BBQ at instead.
8. NO UNAUTHORIZED guests in your room. You will be sharing with a fellow employee and you need to be respectful. You are not there for a vacation.

You are responsible for ANY additional charges to your room. Some examples are: cleaning fee for smoking in a non-smoking room, incidental charges to the room such as movies, food, or phone calls, etc, missing items such a towels, pillows, etc.

TIME CARDS & WEEKLY PAYROLL

JBS Roofing's pay week runs Monday to Sunday and you are paid the following Thursday at 2:00PM. Time sheets are to be filled out by the jobsite foreman and needs to include all employees on site. Time is to be recorded in 15 minute increments.

1. All employees must take a 30 minute lunch break every day in which they work 6 hours or more. These 30 minute breaks MUST be documented daily. These lunch breaks will not be paid.
2. EVERY employee must sign the time sheets daily. No Exceptions!

3. Supervisors must receive these time sheets daily / weekly to verify all the times are accurate:
   a. Start and end times are correct.
   b. Lunch breaks are documented.
   c. Piece work amounts are correct & list the actual work times even though it's piece work.
4. Upon completion of these verifications, Supervisors must sign these sheets to authorize payment.
5. All time cards must be completed and turned in daily, but no later than 7am every Monday or the first work day after holiday breaks. If you turn in your time sheets late, you risk the possibility of you and your fellow employees on the time sheet not getting paid till the following week.

AZ SICK PAY LAW / PAID SICK TIME (PST)

Starting July 1, 2017, JBS Roofing will provide employees the use of up to 5 paid sick days (40 hours) a year. The PST year begins on January 1st. PST can be used for as small as a 15 minute interval. PST can be used for the following reasons:

*The employee's own mental or physical illness, injury, or health condition, need for diagnosis, treatment or care, or for preventative care.
*Care of a family member with the above.
*Absences necessary due to certain domestic violence, sexual violence, abuse or stalking.
*Certain business closures due to public health emergencies.

You will start accruing 1 hour of PST for every 30 hours worked starting July 1, 2017, or your start date, whichever is later. While the PST will start accruing immediately, it cannot be used until and employee has completed their 90 day introductory period. The PST cannot be used until its accrued, meaning we will not advance you sick time before you earn it.

You may carry over any unused PST into a new PST year, but you are still only allowed to use up to 5 days (40 hours) of PST a year regardless of the amount you have accrued. You may not use the PST as vacation time. Employees will NOT be paid for accrued unused PST upon termination of employment.

To be eligible for a sick day, you must request prior approval OR call in each day to your supervisor NO LATER than 30 minutes after your usual start time for work. If you do not call in, the absence will be considered unexcused and you will not be paid PST for it.

JBS Roofing reserves the right to request a doctor's certificate/note whenever an employee takes three or more consecutive PST or unpaid days. If such a certificate is requested and you cannot produce it, the absence may be considered unexcused, and you will not be paid for it.

FIRE PROTECTION AND PREVENTION

GENERAL REQUIREMENTS

1. Job sites and facilities shall perform the following:
   a. Establish and maintain a list of locations for which Jim Brown and Sons Roofing Co. Inc. has fire protection equipment and the type of equipment.
   b. Develop procedures and schedules for implementing fire equipment inspection and testing requirements.
   c. Consider instituting, interim precautions, such as a fire watch, during the impairment, if conditions warrant.
2. The site Foreman shall inspect fire extinguishers and conduct fire prevention inspections daily as part of the site safety review.
3. Employees shall immediately report all fires either by activating a fire alarm or calling 911 or by calling the fire department.
4. Employees shall notify their supervisors whenever they use a fire extinguisher.
5. Extinguishers shall be replaced with a fully charged unit after use.
6. Investigation and follow-up on fires and involved equipment shall be conducted by the Safety Manager and the site Foreman.
7. The Safety Manger shall perform the following functions:
   a. Ensure that Jim Brown and Sons Roofing Co. Inc. facilities receive fire protection evaluations/surveys as required by the appropriate regulations.
   b. Conduct fire investigations and complete an incident report.

IMPLEMENTATION

1. A pre-fire plan will be prepared for each Jim Brown and Sons Roofing Co. Inc. facility by the Safety Manger. A site specific fire plan will be prepared by the site Forman.
2. Portable fire extinguishers shall be located throughout facilities in accordance with NFPA requirements. These shall always be charged and the first response devices, designed for use on small fires.
3. Facility fire prevention inspections shall be conducted monthly, documented and maintained by the Jim Brown and Sons Roofing Co. Inc. Safety Manger.
4. If an item on the inspection checklist is less than adequate, immediate corrective action shall be taken.
5. Special extinguishing systems (if any) shall be installed, inspected, tested, and maintained according to manufacturer, OSHA and NFPA requirements. Halon systems and extinguishers shall not be used unless their use is specifically approved by local fire department.
6. Fire Prevention:
   a. A fire prevention program shall be maintained and at least address the following areas:
      1. Housekeeping
      2. Electrical components
      3. Flammable liquids use
      4. Storage areas

b. Certain operations that require special emphasis shall include safety inspections and walkthroughs to ensure compliance with applicable requirements.

7. Life safety provisions shall be provided or all facilities in accordance with NFPA 101, Life Safety Code. Facilities occupied by Jim Brown and Sons Roofing Co. Inc. personnel are to be provided with an adequate means of safe exit for both normal and emergency conditions as identified in NFPA 101.
8. Special Fire Protection Requirements
   a. Adequate fire lanes shall be maintained to permit fire department access to buildings or equipment.
   b. Flammable Vapors
      1. In work areas where the potential exists for accumulation of flammable vapors, engineering and/or administrative controls shall be provided to ensure that the concentration of such vapors does not exceed 10% of the lower explosion limit (LEL). Flammable and combustible liquids shall be stored and used in accordance with NFPA Requirements.
   c. Control of Flammable/Combustible Materials
      1. Jim Brown and Sons Roofing Co. Inc. shall comply with building landlord, owner & client requirements for combustible materials.
      2. Empty crates and containers shall be disposed of as soon as possible in order to maintain housekeeping at a high level.
      3. Inside stockpiles of combustible construction materials shall be kept to a minimum to minimize the fire hazard potential.
      4. Approved containers shall be provided or flammable or combustible liquid-soaked cloths, rags or waste.
      5. Trash and rag containers shall be emptied as needed.

TRAINING

1. Annual fire extinguisher training shall be required of all employees.
2. Training shall include:
   a. Types of fire hazards
   b. The correct type of fire extinguisher to use
   c. Proper use of fire extinguishers, and the location of fire extinguishing equipment.
3. The Safety Manger shall monitor this training.
4. Fire extinguisher training shall be provided in the scheduled “toolbox” safety meetings.

PERSONAL PROTECTIVE EQUIPMENT

GENERAL REQUIREMENTS

1. Jim Brown and Sons Roofing Co. Inc. shall provide suitable PPE as required for the nature of the job being performed, such as, but not limited to, safety glasses with side shields, chemical protective clothing, N-95 respirators, eye and face protection, hard hats, vests, and gloves.
2. Employees shall use assigned PPE on any task where there is potential exposure to physical hazards such as equipment operation or falling objects, or potential exposure to

materials that may cause respiratory injury or skin irritation. Specific requirements shall be established through a hazard assessment and documented in the applicable Job Safety Analysis (JSA), project site-specific safety plan or other applicable company planning documents.

3. All PPE shall meet all applicable current ANSI standards for the particular equipment.
4. If the jobsite safety requirements are higher than those listed in JBS's safety manual, the Customer or General Contractor's requirements will supersede JBS's requirements.

IMPLEMENTATION

1. **Hazard Assessment**
   a. A hazard assessment of the workplace and employee exposure to hazards therein shall be conducted to identify the need for PPE, and to select the types(s) of PPE to be used.
   b. This hazard assessment may be performed as part of a JSA, during preparation of a site-specific safety and health plan, or separately.
   c. Performance of the workplace hazard assessment must be verified by a written certification.
   d. The certification must include the identity of the workplace (operation) evaluated, the name of the person certifying the assessment, the date of the assessment, and must be identified as a certification of a hazard assessment for PPE selection and use.
2. **PPE Training**
   a. Employees shall receive training on the proper use, inspection, and maintenance of he assigned PPE.
   b. Training shall be repeated whenever the workplace changes, specified PPE changes, or when incorrect or incomplete use of PPE is observed.
3. **Eye Protection**
   a. ANSI Z-87 rated safety glasses shall be worn at any time an eye hazard is present
   b. Contact lenses are not recommended for use on worksites.
   c. Any additional eye protection needed will be identified by the site specific safety plan
4. **Face Protection**
   a. An approved full-face shield may be needed to provide face protection to the employee from flying particles, splashes, or mist.
   b. A face shield only provides protection to the face. Additionally standard eye protection or goggles must be worn in conjunction with a face shield.
5. **Head Protection**
   a. Approved hard hats shall only include plastic or fiberglass hats which meet ANSI Z89.1 standards for Class I and II. Metal hard hats or bumper caps are not considered approved head protection and shall not be used on Jim Brown and Sons Roofing Co. Inc. projects. Approved hard hats shall be worn by ALL employees exposed to overhead hazards from moving equipment or falling objects. Forklifts / Boom Baskets are considered overhead hazards and a hard hat will be required while operating this equipment. If there is a crane onsite, hard hats are also required.
   b. General Maintenance Requirement. Hard hats shall conform to the approved specifications of ANSI Z89.1. Therefore, it shall be forbidden for employees to:

1. Drill holes in the shell of the hard hat
2. Alter the shape of the hard hat or bill
3. Remove the suspension straps or cut/alter them in any way
4. Paint the hat or cover in non-approved decals
5. Wear hard hats with the brim to the rear

6. **Hearing Protection**
   a. Employees shall not be exposed to noise in excess of the Occupational Exposure Limits established by OSHA.
      1. The two types of recognized hearing protection available for use in effectively reducing noise exposure are ear plugs and earmuffs.
      2. In most instances, universal-fit ear plugs (expandable foam) shall be acceptable hearing protection. Cotton plugs are not acceptable and shall not be used.
   b. When using ear muffs for hearing protection, special care shall be taken to ensure that the muffs are disinfected before being issued to another employee.
   c. The Safety Manager shall indicate whether the use of both earplugs and earmuffs must be worn to provide adequate hearing protection.
7. **Hand Protection**
   a. General purpose work gloves shall be worn by employees for protection against hand injuries
   b. Special purpose gloves may at times be required when employees are performing certain tasks when recommended by the MSDS.
8. **Foot Protection**
   a. Work boots (re-enforced toe preferred) shall be worn on all Jim Brown and Sons Roofing Co. Inc. job sites unless the competent person determines that their use will result in excessive material damage. Should alternative foot wear be necessary, the Safety Manager shall be informed and approve their use.
   b. The need for any special foot protection shall be dictated by the task to be performed and identified in the site specific safety plan.
9. **Clothing**
   a. Employees performing tasks on construction projects shall wear appropriate clothing. Clothing shall be in good repair and fit properly. All employees top outer most layer must be a hi-visible shirt, jacket, or vest that is provided when hired.
   b. Tank tops or sleeveless (less than 4 inches below shoulder) shirts shall not be worn on site.
   c. If dictated by the client, or the exposures, long sleeve shirts and long pants shall be required.
   d. Neckties, gauntlet-type gloves, and baggy, loose, or ragged clothing shall not be worn when working near or with moving machinery.
   e. The wearing of jewelry such as rings, watchbands, necklaces, earrings, or the like can cause or contribute to accidents and is not recommended. Loose, dangling jewelry shall not be allowed.
   f. In situations where an employee may be exposed to hazardous materials, such as corrosives, fire, toxins, irritants, heat, sensitizers, the task exposure shall be evaluated and the employee shall wear the appropriate clothing for the hazard identified.

10. Elevated Work Location Safety Equipment

a. PPE for elevated work locations shall comply with the requirements of the Jim Brown and Sons Roofing Co. Inc. Fall Protection Plan.
b. Body Harnesses in association with the life lines shall be used as employee protection against falls to a lower level when working without guardrails 6 or more feet above the ground floor work surface. Client and local facility safety policies may require usage at lesser heights. Harnesses shall meet ANSI Standard A10.14 requirements. Buckles, rings, and hooks on harnesses shall be of the drop forged, pressed or formed steel type. Only locking type snap hooks are permitted. Use of body belts (safety belts) is prohibited.
c. Lanyard and Lifelines. The following requirements and specifications shall be strictly adhered to:
    1. Lanyards shall be a minimum of ½-inch nylon rope or the equivalent, with a breaking strength of at least 5,000 pounds.
    2. Lanyards shall have a maximum length o provide for a fall of no greater than 6 feet.
    3. Lifelines and lanyards shall be secured above the point of operation of an anchorage or structural member capable of supporting a minimum dead weight of 5,000 pounds per employee.
    4. Lifelines, lanyards, and harnesses shall be used for employee safeguarding, not as work belts. Using lanyards for other than their intended uses as fall protection is prohibited.
    5. Lifelines and lanyards shall be protected from cutting, pinching, or burning and shall not be placed over a sharp edge.
    6. In hot work operations or work involving the use of acids, solvents, or caustic materials, lifelines and lanyards shall be kept clear to avoid burning or damage.
    7. Lanyards containing shock absorbers should be used when possible.
d. Harnesses and all supporting equipment shall be stored in a clean, dry place free from abrasive or cutting materials and excessive hear. Any lifeline, harness, or lanyard actually subjected to in-service loading, as distinguished from static load testing, shall be immediately removed from service and shall not be used again for employee protection.
e. Prior to issuance, harnesses, lanyards, and lifelines shall be inspected. In addition, they shall be inspected on a daily basis by the wearer. In the event the wearer feels that his or her harness, lanyard or lifeline is not in good condition, it shall be returned immediately for inspection and/or replacement.

TEMPERATURE EXTREMES

DEFINITIONS FOR HOT WORK ENVIRONMENTS

1. Acclimatized

Workers who have developed physiological adaptation to hot environments characterized by increased sweating efficiency, circulation stability, and tolerance of high temperatures without stress. Acclimatization occurs after 7 to 10 consecutive days of exposure to hear;

and much of its benefit may be lost if exposure to hot environments is discontinued for a week.

2. **Un-acclimatized**
   Workers who have not been exposed to hot work conditions for one week or more, or who have become heat-intolerant due to illness, or other reason.
3. **Heat Stroke**
   A body temperature of greater than 40.6 degrees C (105.1 degrees F) due to environmental heat exposure with lack of thermoregulation. Symptoms may include:
   - Rapid, strong pulse
   - Dry, hot skin with no sweating
   - Mental confusion
   - Loss of consciousness
   - Seizures or fits
4. **Heat Exhaustion**
   An elevated body temperature. Symptoms may include:
   - Profuse sweating
   - Dizziness
   - Nausea
   - Weakness and fatigue
   - Ringing in the ears
   - Intense headaches
5. **Heat Cramps**
   Muscle spasms that result from loss of large amount of salt and water through exercise

GENERAL REQUIREMENT FOR HOT WORK ENVIRONMENTS

1. Hot, humid conditions make prime hyperthermia weather. Precautions shall be taken to keep cool.
2. In hot environments employees shall test for symptoms of heat stress often and wear appropriate clothing.
3. If an employee suspects a co-worker is experiencing heat stroke, they shall seek medical attention immediately.
4. All employees who work in hot conditions shall be trained in the following subjects:
   a. Proper first aid treatment
   b. Proper clothing practices
   c. Proper eating and drinking habits
   d. Recognition of impending adverse health effects
   e. Safe work practices

DEFINITIONS FOR COLD WORK ENVIRONMENTS

1. **Hypothermia**
   A condition when a person's body loses heat faster than it can be produced. If body temperature drops to 95 degrees F (98.6 degrees F is normal). Uncontrollable shivers occur. If cooling continues, these other symptoms may occur:
   - Vague, slow, slurred speech

- Forgetfulness, memory lapses
- Inability to use hands
- Frequent stumbling
- Drowsiness
- Impairment of judgment

2. **Frostbite**
   A condition in which part of the body is frozen. Some of the symptoms may be:
   - Los of sensations of touch, pressure, and pain. May occur without awareness of any numbness or other sensation.
   - Just before freezing, the skin becomes bright red.
   - At freezing, small patches of white appear on skin.
   - Skin becomes elastic.

GENERAL REQUIREMENT FOR COLD WORK ENVIRONMENTS

1. Cold, wet, windy conditions make prime hypothermia weather. Precautions shall be taken to keep warm.
2. In cold environments employees shall test for symptoms of hypothermia and frostbite often and wear clothing that is loose and does not restrict the flow of the blood to the limbs.
3. If an employee suspects a co-worker has experienced frostbite, they shall seek medical attention immediately.
4. All employees who work in cold areas shall be trained in the following subjects:
   a. Proper first aid treatment
   b. Proper clothing practices
   c. Proper eating and drinking habits
   d. Recognition of impending adverse health effects
   e. Safe work practices.

HAZARD COMMUNICATION

DEFINITIONS

1. **Acute**
   An adverse effect on the human body with immediate onset of symptoms.
2. **Catalyst**
   A substance which changes the rate of a chemical reaction between two other chemicals, but undergoes no permanent change itself.
3. **Chemical Name**
   The scientific designation of a substance in accordance with the nomenclature system developed by the International Union of Pure and Applied Chemistry or the system developed by the Chemical Abstracts Service.
4. **Chronic**
   Adverse effects on the human body with symptoms which develop slowly over a long period of time or which frequently recur.
5. **Common Name**

Any designation or identification such as code name, code number, trade name, or brand name used to identify a substance other than by its chemical name.

6. **Expose or Exposure**
   Any situation arising from work operations where an employee may ingest, inhale, absorb through the skin or eyes, or otherwise come into contact with a hazardous substance.

7. **Flammable**
   A substance that falls into one of the following categories:
   a. **Aerosol, flammable**
      An aerosol that, when tested by the method described in 16 CFR 1500.45, yields a flame projection exceeding 18 inches at full valve opening, or flashback (a flame extending back to the valve) at any degree of valve opening.
   b. **Gas, Flammable**
      A gas that, at ambient temperatures and pressure, forms a flammable mixture with air at a concentration of 13 percent of volume or less, or a gas that, at ambient temperature and pressure, forms a range of flammable mixtures with air wider than 12 percent by volume, regardless of the lower limit.
   c. **Liquid, flammable**
      Any liquid having a flashpoint below 100 degrees F (37.8 degrees C), except any mixture having components with flashpoints of 100 degrees F (37.8 degrees C) or higher, the total of which make up 99 percent or more of the total volume of the mixture.
   d. **Solid, flammable**
      A solid, other than a blasting agent or explosive, that is liable to cause fire through friction, absorption of moisture, spontaneous chemical change, retained heat from manufacturing or processing, or which can be ignited readily and when ignited burns so vigorously and persistently as to create a serious hazard. A chemical shall be considered to be a flammable solid if, when tested by the method described in 16 CFR 1500.44, it ignites and burns with a self-sustained flame at a rate greater than one-tenth of an inch per second along its major axis.
8. **Flash Point**
   Minimum temperature of a liquid at which it gives off significant vapors to form an ignitable mixture with the air near the surface of the liquid or within the container used.
9. **Hazardous Substances and Carcinogen**
   Those substances or carcinogens appearing at any of the following reference sources are established as hazardous substances or carcinogens or potential carcinogens for hazard communication purposes.
   a. 29 CFR Part 1910, Subpart A, Toxic and Hazardous Substances, Occupational Safety and Health Administration (OSHA).
   b. Threshold Limit Values (TLV) for Chemical Substances in the Work Environment, American Conference of Governmental Industrial Hygienists (ACGIH), 194.
   c. National Toxicology Program (NTP), Third Annual Report on Carcinogens, 1983.
   d. International Agency for Research on Cancer (IARC) Monographs, Vols. 1-34. Note: The Registry of Toxic Effects of Chemical Substances published by the National

Institute for Occupational Safety and Health (NIOSH) indicates whether a substance has been found by NTP or IARC to be a potential carcinogen.

10. **Hazardous Mixtures**
    Any solution or intimate admixture of two or more substances, at least one of which is present as a hazardous substance. A hazardous substance is present in any mixture of product if it is 1 percent or more of the mixture or product or 2 percent if the hazardous substance exists as an impurity in the mixture. The State may, however by regulation, raise the concentration requirements for a hazardous substance which the State finds is not hazardous at the threshold levels; and, lower the concentration requirement for a hazardous substance for which there is valid and substantial evidence that the substance is extraordinarily hazardous.
11. **MSDS**
    A material safety data sheet prepared pursuant to State and Federal regulations, e.g., OSHA Form 174 MSHS.
12. **Polymerization**
    A chemical reaction which results in the joining together of two or more like molecules to form a more complex molecule whose molecular weight is a multiplied of the original and whose chemical properties are different. Polymerization reactions commonly produce excessive heat and may cause increase in pressure which requires adequate venting to prevent destructive explosive failure of containers.
13. **Reactivity**
    A measure of the tendency of a substance to undergo chemical reaction with the release of energy.
14. **Specific Gravity (density)**
    The ratio of the weight of a substance to the weight of the same volume of another substance. As used in this directive, specific gravity or density refers to the weight of substance as compared to the weight of an equal volume of water.

GENERAL REQUIREMENTS

1. Hazardous substances in the workplace in some forms, concentrations pose potential acute and/or chronic health hazards to employees who are exposed to these substances. All employees have a right and a need to know the properties and potential hazards of substances to which they may be exposed; as such knowledge is essential to reducing the incidence and cost of occupational disease and industrial accidents.
2. The OSHA Form 174 MSDA has entries for all of the information now required by the Federal and OSHA standards. This new form replaces the OSHA Form 20, which is no longer acceptable.
3. The MSDS Request Form Letter may be used to request MSDSs from suppliers. All new MSDSs will be forwarded to the Jim Brown and Sons Roofing Co. Inc. Safety Manager for maintenance and distribution as necessary.
4. Pursuant to the requirements of OSHA regulations to make chemical health and safety information available to employees, this directive prescribes the use of material safety data sheets by business unit management to provide the required information to inform employees.

IMPLEMENTATION

1. **Supervisory Responsibility**
   a. Before any employee is permitted to work with hazardous substance or hazardous mixture, the potential fire, toxic, or reactivity hazards which are likely to be encountered in the handling, application, or utilization of such a material shall be determined.
   b. In order to ascertain the hazards, Superintendent shall have available a completed Form OSHA-174 MSDS or an essential similar form provided by the supplier, for each hazardous substance used.
   c. Site Foreman shall notify employees of hazardous substances used in their work area for which MSDS sheets are available, and make such MSDS sheets available in a timely and reasonable basis, upon request of an employee or his authorized representative. Such notification may be:
2. **Training and Information Program**
   a. Site Foreman, in coordination with the Jim Brown and Sons Roofing Co. Inc. Safety Manger, shall furnish employees who may be exposed to a hazardous substance with an appropriate explanation, understandable to the workers, of information on the contents of the MSDS. Such information may relate to the entire class of hazardous substances to the extent appropriate and related to the job, i.e., acids, caustics, chlorinated hydrocarbons, etc.
   b. For hazardous substances to which the worker may be exposed, employees shall be informed of their right of access to an MSDS, their right to request an MSDS from their employer for material they suspect are hazardous, and the right of their representative or physician to obtain such MSDS.
   c. All employees who may be exposed to a hazardous substance shall be given training and information:
      1. Upon a timely and reasonable basis, no later than 30 days after receipt of a new or revised MSDS.
      2. Prior to assignment of an employee to an area containing a hazardous substance for which previous training has not been received.
   d. Subject training and information shall be accomplished by either formal classroom instruction or jobsite safety meetings. Such training shall be documented.
   e. A completed MSDS, when available or equivalent information, for each hazardous substance or hazardous mixture used or encountered by employees shall be maintained in the workplace and accessible to employees in their work area.
3. **Information Required on a MSDS**
   a. The name, address, and telephone number of the source of the information, preferably those of the manufacturer of the product or material.
   b. The trade name and synonyms for a mixture of chemicals, a basic structural material, or for a process material the chemical name and synonyms, chemical family and formula for a single chemical.
   c. Chemical names or hazardous ingredients, including, but not limited to, those in a mixture.
   d. An indication of the percentage, by weight of volume, of each ingredient to the whole mixture, and of the threshold limits value of each ingredient (in appropriate units).

e. Physical data about a single chemical or mixture of chemicals, including boiling point (in degree F), vapor pressure (in millimeters of mercury), vapor density of gas or vapor (air =1), solubility in water (in percent by weight), specific gravity of material (water = 1), percentage volatile by volume (at 70 degrees F), evaporation rate for liquids (either butyl acetate or either may be taken as 1), and appearance and odor.
f. Fire and explosion hazard data about a single chemical or a mixture or chemicals, including flash point (in degrees F), flammable limits (in percent by volume in air), suitable extinguishing media or agents, special firefighting procedures, and unusual fire and explosion hazard information.
g. Health hazard data, including threshold limit value (in appropriate units) for a single hazardous chemical or for the individual hazardous ingredients of a mixture, and as appropriate, effects of overexposure, and emergency and first-aid procedures concerning these chemicals.
h. Reactivity data, including stability, incompatibility, hazardous decomposition products, and hazardous polymerization.
i. Procedures to be followed and precautions to be taken in cleaning up and disposing of materials leaked or spilled.
j. Special protection information, including use of personal protective equipment, such as respirators, eye protection, protective clothing, ventilation, or other control measures.
k. Special precautionary information about handling and storage.
l. Any other general precautionary information.

4. Obtaining Information

a. A master file of MSDSs will be maintained by the Jim Brown and Sons Roofing Co. Inc. Safety Manager.
b. MSDS binders shall be maintained locally by site management for materials used at the location.

5. Employee Information and Training

a. Employees shall be provided with information and training on hazardous substances in their work areas at the time of their initial assignment, and whenever a new hazard is introduced into their work area.
b. During on site investigations or site remediation of unknown material, every effort shall be made to categorize the hazard(s) before starting work. Tool box talk sessions will be sued to inform employees of the hazards.
c. Employees shall be informed about what an MSDS is, and of the contents of the MSDS for hazardous substances to which employees may be exposed, or equivalent information shall be provided, either in written form or through training programs.
d. When training employees on the contents of a MSDS, Superintendents shall explain any health hazards associated with use of the substance or mixture, proper precautions for handling, necessary PPE or other safety precautions necessary to prevent or minimize exposure, and emergency procedures for spills, fire, disposal, and first aid.
e. When the Safety Manager receives a new or revised MSDS, such information shall be provided to employees on a timely basis not to exceed 30 days after receipt, if the new information indicates significantly increased risk to, or necessary protective

measures, for employee health as compared to those stated on a MSDS previously provided.

f. Employees shall be informed of the right:
   1. To personally receive information regarding hazardous substances to which the employee may be exposed. The Employee Request for MSDS shall be used by employees requesting MSDS copies.
   2. For their physician or collective bargaining agent to receive information regarding hazardous substances to which the employee may be exposed.

g. Employees shall be informed of:
   1. Any operations in their work area where hazardous substances are present.
   2. Location and availability of this written Hazard Communication Program.

h. Employees shall be trained in the following:
   1. Methods and observations that may be used to detect the presence or release of a hazardous substance in the work area (such as personal monitoring, visual appearance, or odor of hazardous substances being released, etc.).
   2. The physical and health hazards of substance in the work area, and measures and procedures that Jim Brown and Sons Roofing Co. Inc. have implemented to protect employees.
   3. The details of this Hazard Communication Program and how they can obtain and use appropriate hazard information.

6. Trade Secrets

a. Some hazardous substance suppliers may claim the information requested on MSDSs is proprietary and not provide the information to the Jim Brown and Sons Roofing Co. Inc. Safety Manager. When suppliers claim trade secrets, the name of the supplier and the hazardous substance in question shall be supplied to the Jim Brown and Sons Roofing Co. Inc. Safety Manager for further action.

b. The Safety Manager will either obtain the necessary information to make a hazard assessment or reject the material for use at any Jim Brown and Sons Roofing Co. Inc. operation.

7. Labeling

a. All hazardous substances received from outside suppliers shall conform to legal requirements and have on each container, at minimum, the following:
   1. Identification of the hazardous substance(s).
   2. Appropriate hazard warnings.
   3. Name and address of the manufacturer, importer, or other responsible party.

b. Stationary process containers may have signs, placards, process sheets, batch tickets, operating procedures, or other written material in lieu of fixed labels on the containers as long as the alternative method conveys hazard information. The written materials shall be readily accessible to the employees in the work area.

c. Portable containers of hazardous substances need not be labeled when the substance is transferred from labeled containers, and which are intended for immediate use by the employee who performs the transfer; although this practice is not recommended.

d. Containers of hazardous substances transferred from labeled containers and not intended for the immediate use of the employee performing the transfer shall be

labeled in accordance with a hazardous materials identification system (HMIS) as outlined in Attachment A of this procedure; or an equivalent commercial system.

e. Labels on incoming containers shall not be removed or defaced.
f. Labels or other forms of warning shall be legible, in English, and prominently displayed on the containers, or readily available throughout each work shift.

ELECTRICAL SAFETY

EXTENSION CORDS

The typical electrical exposure any JBS employee may have is with extension cords and GFCI's. All JBS employees are required to inspect all extension cords for physical damage before use. No employee may use a cord with damaged insulation or a missing ground prong. Make sure and check the rating on the cord to ensure it is appropriate for your use.

Employees must keep extension cords away from water and use a GFCI (Ground Fault Circuit Interrupter) when using in a wet or damp environment. Make sure and pull on the plug, not the cord when removing an extension cord from an outlet. All extension cords must be stored indoors and make sure extension cords are unplugged when not in use.

GFCI (GROUND FAULT CIRCUIT INTERRUPTER)

GFCI protection should be used for any electrical circuit outdoors. GFCI protection is available by three primary methods:

1. Circuits that are protected by a GFCI breaker – the receptacle should be marked
2. GFCI receptacles (they have the test and reset buttons)
3. Extension cords with GFCI protection.

FORKLIFT SAFETY

JBS Roofing offers free forklift training to all employees on a regular basis. The only employees allowed to operate a forklift in the warehouse or on the jobsites, are employees that have been certified in forklift use and have a current cert. card on his person during forklift use. All employees must follow all safety guidelines they learned during training while using any forklift.

Company Safety and Policy Manual Acknowledgment and Agreement

This acknowledges that I received my copy of the Jim Brown and Sons Roofing Co. Inc. Safety Plan and that I will familiarize myself with its contents.

I understand that this Safety Plan represents the current policies and regulations and that any and all policies or practices can be changed at any time by Jim Brown and Sons Roofing Co. Inc.

I understand that as an employee of Jim Brown and Sons Roofing Co. Inc. it is my responsibility to follow all current safety policies, procedures and regulations. I also understand that failure to do so could result in disciplinary action up to and including termination.

Signature:_____ Date:_____

Printed Name:_____

Title:_____

Revisions
8/23/15
9/16/16
6/28/17
5/27/22
11/15/22
11/8/23

JBS ROOFING

JIM BROWN & SONS ROOFING

FALL PROTECTION & LADDER SAFETY PLAN

Fall Protection Policy for Jim Brown & Sons Roofing Co Inc.

OSHA standards 29 CFR 1926 Subpart M

Purpose

Jim Brown & Sons Roofing Co Inc. (hereafter known as JBS Roofing) is dedicated to protecting its employees from falls on the job. All employees of JBS Roofing have the responsibility to work safely on the job. The purpose of the *Fall Protection Policy* is to ensure that every employee who works for JBS Roofing recognizes workplace fall hazards and to take ALL appropriate measures to address such fall hazards to prevent injuries.

Definitions

- ***Anchorage*** means a secure point of attachment for lifelines, lanyards or deceleration devices.
- ***Body harness*** means straps which may be secured about the employee in a manner that will distribute the fall arrest forces over at least the thighs, pelvis, waist, chest and shoulders with means for attaching it to other components of a personal fall arrest system.
- ***Controlled access zone (CAZ)*** means an area in which certain work (e.g., overhand bricklaying) may take place without the use of guardrail systems, personal fall arrest systems, or safety net systems and access to the zone is controlled.
- ***Deceleration device*** means any mechanism, such as a rope grab, rip-stitch lanyard, specially-woven lanyard, tearing or deforming lanyards, automatic self-retracting lifelines/lanyards, etc., which serves to dissipate a substantial amount of energy during a fall arrest, or otherwise limit the energy imposed on an employee during fall arrest.
- ***Deceleration distance*** means the additional vertical distance a falling employee travels, excluding lifeline elongation and free fall distance, before stopping, from the point at which the deceleration device begins to operate. It is measured as the distance between the location of an employee's body belt or body harness attachment point at the moment of activation (at the onset of fall arrest forces) of the deceleration device during a fall, and the location of that attachment point after the employee comes to a full stop.
- ***Hole*** means a gap or void 2 inches (5.1 cm) or more in its least dimension, in a floor, roof or other walking/working surface.
- ***Lanyard*** means a flexible line of rope, wire rope, or strap which generally has a connector at each end for connecting the body belt or body harness to a deceleration device, lifeline, or anchorage.
- ***Leading edge*** means the edge of a floor, roof, or formwork for a floor or other walking/working surface (such as the deck) which changes location as additional floor, roof, decking, or formwork sections are placed, formed, or constructed. A leading edge is considered to be an "unprotected side and edge" during periods when it is not actively and continuously under construction.
- ***Lifeline*** means a component consisting of a flexible line for connection to an anchorage at one end to hang vertically (vertical lifeline), or for connection to anchorages at both ends to stretch horizontally (horizontal lifeline), and which serves as a means for connecting other components of a personal fall arrest system to the anchorage.
- ***Opening*** means a gap or void 30 inches (76 cm) or more high and 18 inches (48 cm) or more wide, in a wall or partition, through which employees can fall to a lower level.

- ***Personal fall arrest system*** means a system used to arrest an employee in a fall from a working level. It consists of an anchorage, connectors, a body belt or body harness and may include a lanyard, deceleration device, lifeline, or suitable combinations of these. *As of January 1, 1998, the use of a body belt for fall arrest is prohibited.*
- ***Positioning device system*** means a body belt or body harness system rigged to allow an employee to be supported on an elevated vertical surface, such as a wall, and work with both hands free while leaning.
- ***Safety-monitoring system*** means a safety system in which a competent person is responsible for recognizing and warning employees of fall hazards.
- ***Self-retracting lifeline/lanyard*** means a deceleration device containing a drum-wound line which can be slowly extracted from, or retracted onto, the drum under slight tension during normal employee movement, and which, after onset of a fall, automatically locks the drum and arrests the fall.
- ***Unprotected sides and edges*** means any side or edge (except at entrances to points of access) of a walking/working surface, e.g., floor, roof, ramp, or runway where there is no wall or guardrail system at least 39 inches (1.0 m) high.

Duties and Responsibilities

Constant awareness of and respect for all hazards, and compliance with all safety rules are considered conditions of employment. The job site Supervisor or Foreman, as well as the Safety Manager, reserve the right to issue disciplinary warnings to employees, up to and including termination, for failure to follow the guidelines of this policy and the FP Site Plan.

Employer

It is the responsibility of JBS Roofing to ensure that all employees understand and adhere to the procedures of this policy and to follow the instructions of the job site Supervisor.

Safety Director

It is the responsibility of the Safety Manager to review and update the Fall Protection Policy. It is also the responsibility of the Safety Manager to ensure ALL employees are properly trained in fall protection practices.

Supervisors/Foremen

It is the responsibility of the job site Supervisor to implement this policy. Continual observational safety checks of work operations, and the enforcement of the safety policy and procedures shall be regularly enforced. The job site Supervisor is responsible for correcting any unsafe practices or conditions immediately and if needed, notifying the Safety Manager so changes can be made in the written policy.

Employees

Only those employees designated and trained in fall protection safety shall be allowed to work in areas of potential fall hazards. Also, only employees trained and qualified to perform leading edge work shall do so. Employees shall:

- Use a Personal Fall Arrest System (PFAS) when:
    - Working from heights of six (6) feet or higher.
        - Residential roofing; on flat roofs, employees working at least six (6) feet away or more from a leading edge and do NOT approach the leading edge at any time except to climb up or down a ladder, do not

have to have fall protection. A safety monitor is still suggested as an added measure of protection.
    - Working from an extension ladder.
    - Working on a scaffold of heights of 10 feet or higher.
- Inspect all of the PFAS components prior to and after each use.
- Only enter the Controlled Access Zones (CAZ) if you have been trained in fall protection.
    - All other employees are **NOT** allowed in the CAZ at any time.

Any employee having reason to believe that their PFAS equipment is defective will notify their supervisor immediately and **NOT** use such equipment.

It is also the responsibility of the employee to bring to management's attention any unsafe or hazardous conditions or practices that may cause injury to themselves, any other employees and/or potential property damage.

Any employee who intentionally removes, defeats, damages, or works outside of any fall protection system shall be subject to disciplinary action, up to and including termination.

Competent Person

The competent person is responsible for identifying existing and predictable hazards in the working conditions and has the authority to stop the work. Any employee with the proper fall protection training may be designated as the competent person on the jobsite. There must be a designated competent person on the jobsite at all times.

Practices

Personal protective equipment (PPE) shall be provided as required, including fall arrest systems. The steps below shall be followed throughout all phases of work:

- All fall protection equipment shall be conspicuously located.
- All fall protection equipment shall be periodically inspected, inspected before each use, and maintained in good operating condition. Defective equipment shall be immediately taken out of service and tagged "**Do Not Use**."
- Any lifelines or lanyards that have actually been subjected to an in-service load shall be removed from service and tagged "**Do Not Use**." Such equipment shall **NOT** be used for employee safeguarding again under any circumstances.

Guardrails, Handrails and Covers

To prevent the possibility of employees or materials falling through floor, roof or wall openings, or from stairways or runways, the following procedures shall be exercised where such hazards exist.

1. Guarding of unprotected sides and edges, leading edges, hoist areas, dangerous equipment, wall openings, floor openings, floor holes and roofs with slopes shall be implemented.
2. Wherever feasible and required, employees shall be protected from areas of potential falls, which are more than 6 feet above a lower level, with a guardrail system,

including toeboards, a personal fall arrest system and/or safety nets (except at entrances to stairways), and while properly using portable ladders and extension ladders.

3. All ladderway floor openings shall be guarded with standard railings and standard toeboards.
4. All hatchways and chute floor openings shall be guarded by:
    a. Hinged covers of standard strength and construction and standard railings.
    b. A removable standard railing with toeboards.
    c. Skylight openings shall be guarded by fixed standard railings.
    d. Fixed and trap door openings shall be guarded by floor opening covers of standard strength and construction.
    e. Manhole openings shall be guarded by standard covers.
5. Wherever feasible, employees shall be protected when working on surfaces 6 feet or more above a lower level with a guardrail system, safety net or personal fall arrest system.
6. All employees exposed to injury from falling objects shall be required to wear a hard hat.
7. Additional protection systems such as toeboards, screens and guardrail systems should be employed wherever feasible to prevent objects from falling from upper levels.
8. All fall protection systems shall be installed in accordance with accepted practices.
9. Caution tape may be used where employees do not have to work within 6 feet of the area.

Personal Fall Arrest System

Employees shall be protected from falling from all sides and edges of elevated areas, which are more than six (6) feet above a lower level, where standard protection systems are not feasible, by one of two methods described below:

- By the use of Personal Fall Arrest System (PFAS).
  Some or all of the following equipment will be utilized (as needed) as a personal fall arrest system:
    - Anchorage Devices
    - Body Harness
    - Lanyard
    - Lifeline
    - Deceleration Device

All equipment, including supplementary equipment such as D-rings, snaphooks and connectors, shall comply with installation and construction requirements of 1926.502(d) and (e).

Prior to each use, employees shall inspect ALL equipment to determine if it has any flaws, defects or excessively worn parts which would render it unusable and unsafe. Such equipment shall be immediately removed from service, tagged "**Do Not Use**", and sent back to the shop for repair or properly disposed of.

- A Fall Protection Plan will be developed and implemented if all other fall protection systems are not feasible or all other fall protection options themselves would be a hazard. The Fall Protection Plan shall comply with provisions of 1926.501(b)(2)(i) and all of 1926.502(k).

Fall Protection from Ladders

1. Only the following ANSI approved ladders shall be used by employees of JBS Roofing:
    a. ANSI A14.1-1990 for Portable Wood Ladders
    b. ANSI A14.2-1990 for Portable Metal Ladders
    c. ANSI A14.5-1992 for Portable Reinforced Plastic Ladders
    d. ANSI A14.5-2007 for Fiberglass Ladders
2. All ladders shall be used in accordance with provisions of 1926.1051 and 1926.1053.
3. When using step ladders, no employee shall stand on the top two steps of the ladder.
4. Portable rung ladders shall be leaned against the structure so that distance between the base of the ladder and the structure is 1/4th of the height of the ladder.
5. If it is necessary to work on any ladder, employees shall keep their weight centered on the ladder and shall never extend their center of gravity beyond the vertical rails of the ladder.
6. When ascending or descending a ladder, the employee will face the ladder using three points of contact.
7. Metal and Plastic ladders shall be washed if overcome with debris or material that can make the ladder unsafe in any manner or shorten the normal lifespan of the ladder.
    a. Fiberglass ladders shall be washed and waxed periodically to prevent fiber bloom (aka slivers.)
    b. Maintain all ladders free from oil and grease or other slipping hazard.
8. When used to access the roof, all extension ladders shall be securely placed on a solid surface, with the top extending 3 feet above the edge and tied off to the eave.
9. The ladders shall be inspected by the employees before each use and periodically inspected by the supervisors.
10. Fixed ladders shall be provided with cages, wells, ladder safety devices or self-retracting lifelines if the length of climb is less than 24 feet but the top of the ladder extends 24 feet above the lower levels.

Non-Conventional Means of Fall Protection

JBS Roofing's Fall Protection Plan (from herein referred to as the "FP Site Plan"), addresses the use of conventional fall protection at a number of areas, as well as identifies specific activities that require non-conventional means of fall protection. During the construction of some structures, it is sometimes infeasible or it creates a greater hazard to use conventional fall protection systems at specific areas or for specific tasks. The area or tasks may include, but are not limited to:

1. Installation or removal of roofing equipment.
2. Installation or removal of roofing materials
3. Any high work to be performed in any location where standard equipment (ladders, lifts, etc.) cannot be used.
4. Some roofing work.

5. Loading roofing materials and equipment.

In these cases, conventional fall protection systems may not be the safest choice. The FP Site Plan is designed to enable employers and employees to recognize the fall hazards associated with the job and to establish the safest procedures that are to be followed in order to prevent falls to lower levels or through holes and openings in walking/working surfaces.

Each employee shall be trained in these procedures and shall strictly adhere to them except when doing so would expose the employee to a greater hazard**. If, in the employee's opinion, a greater hazard would be the result of following any of the practices in this policy, the employee is to notify their Supervisor of the concern and have the concern addressed before proceeding**.

Controlled Access Zone

When using FP Site Plan to implement the other fall protection options available, employees shall be protected through limited access to high hazard locations.

Before any non-conventional fall protection systems are used as part of the FP Site Plan, a C*ontrolled Access Zone* (CAZ) shall be clearly defined by the competent person as an area where a recognized hazard exists.

The demarcation of the CAZ shall be communicated by the competent person in a recognized manner, either through signs, wires, tapes, ropes, chains or an employee acting as a safety monitor that remains in the CAZ for the duration of the job's work day.

The job site Supervisor shall take the following steps to ensure that the CAZ is clearly marked or controlled by the competent person:

1. All access to the CAZ shall be restricted to authorized entrants;
2. All employees who are permitted in the CAZ shall be listed in the appropriate sections of the FP Site Plan (or be visibly identifiable by the competent person) prior to implementation;
3. The competent person shall ensure that all protective elements of the CAZ be implemented prior to the beginning of work.

Fall Rescue Plan

When a worker falls and is suspended in a harness, it's important to rescue him or her as quickly as possible because of the following reasons: 1) the worker may have suffered injuries during the fall and may need medical attention, 2) when workers are suspended in their safety harness for long periods they may suffer from blood pooling in the lower body. This can lead to suspension trauma. 3) Suspended workers may panic if they are not rescued quickly, 4) The event that led to the fall may create additional risks that need to be addressed.

The three main parts of emergency planning are: 1) creating an emergency plan, 2) outlining specific rescue procedures, and 3) training everyone exposed.

Training

Training shall be provided for ALL employees who have potential to be exposed to fall hazards. The training will enable employees to recognize the hazards of falling and train in the practices to be followed in order to minimize these hazards.

The training shall be conducted by a competent person who is aware of the nature of fall hazards likely to be encountered by the employees; the correct procedures for erecting, maintaining, and disassembling and inspecting fall protection systems, and the role of employees in fall protection plans and standards.

The employee will be provided with a training card when the fall protection training has been completed. The employee must have this card before entering a CAZ and performing other duties that require him/her to work on such activities where fall protection is required.

Enforcement

Constant awareness of and respect for, fall hazards and compliance with all safety rules are considered conditions of employment. Supervisors and the Safety Manager reserve the right to issue disciplinary warnings to employees, up to and including termination, for failure to follow the guidelines of this program.

Employees are at-will employees and subject discipline, up to and including termination for any violation of this policy and its procedures.

Changes to the Policy

Any changes to this policy shall be approved by Safety Manager and this policy is to be reviewed at least annually. Some reasons for up-dating this policy and/or the FP Site Plan are:

- as the job progresses, to determine if additional practices, procedures or training is needed to be implemented by a competent person
- to improve or provide additional fall protection.

Employees shall be notified and trained, if necessary, in the revised policy and procedures.

Recordkeeping

The following items shall be documented and maintained by the Safety Manager and in some cases HR as well.

- employee training
- employee disciplinary actions
- changes to the policy

Fall Protection Policy for JBS Roofing –
Employee Acknowledgement

Topics Covered:

- Purpose
- Definitions
- Duties and Responsibilities
- Practices
    - Guardrails, Handrails and Covers
    - Persona Fall Arrest System
    - Fall Protection for Ladders
    - Non-conventional Means of Fall Protection
    - Controlled Access Zone
- Training
- Recordkeeping

-I have read and fully understand all practices and responsibilities.
-I agree to observe and follow these practices.
-I have received a copy of this policy and practices.
-I understand failure to follow these practices may affect my current employment, my re-employment, reinstatement, and vocational assistance rights (worker's comp claims).

I acknowledge that the above information was covered during the training of JBS Roofing's *Fall Protection Policy*, and that I was allowed to ask questions following the training session.

Employee (Print):_____

Employee Signature:_____

Training date:_____

Trainer (Print):_____

Title:_____

Revisions:
10/07/14
01/01/15
09/16/16

Primary Vendor Information
Qualifications and Experience
(Place after Tab 2b, 2d, 2e, 2f, 2g, 2h, 2i, 2j, and 2k – As Noted Below)

11. **Place after Tab 2h:** Provide minimum warranty guarantee details for each roofing systems your firm is offering. Identify all offered roofing systems that meets or exceeds the minimum SFD warranty requirements. Information shall identify each system and the warranty guarantee. If your firm is not a manufacturer, provide evidence from the manufacturer confirming the warranty guarantee for each offered system.

See the attached minimum warranties / guarantees.

JBS ROOFING
JIM BROWN & SONS ROOFING

WORKMANSHIP WARRANTY

- **Contractor:** Jim Brown & Sons Roofing Co., Inc.
- **Roofing Materials Manufacturer:** _____
- **Roof Owner:** SAMPLE WARRANTY
- **Job Location:** _____
- **Job Name** _____
- **Warranty Begins:** _____ **and expires:** _____
- **Roofing System Installed:** _____

1) **Warranty:** Contractor warrants to Owner that it applied the roofing materials to the above-described roof in accordance with (a) the written specifications of Roofing Materials Manufacturer and (b) good roofing industry practices, in effect on_____, the date application commenced. Subject to the following terms, conditions and limitations, Contractor will, during the term of this Warranty, at its expense, repair or cause to be repaired leaks in said roof which are the result of defects in Contractor's workmanship. Upon expiration of the term of this Warranty, without notice from Owner of some defect, Contractor shall have no further obligation to make repairs at Contractor's expense under any provision of this Warranty and Owner shall not make any further demand or claim against Contractor concerning Contractor's workmanship, or the roofing materials installed, provided that Contractor promptly commences and diligently proceeds with the correction and repair of all such defects covered by this Warranty which are called to Contractor's attention in the manner set forth in paragraph 3 below during the term of this Warranty by Owner.
2) **Terms, Conditions and Limitations.** This warranty does not cover any leaks in the roof caused by: the acts or omissions of other trades or contractors; lightning, winds of peak gust speeds of 55 m.p.h. or higher measured at 10 meters above ground; hail storm, flood, earthquake or other unusual phenomenon of the elements; structural settlement; failure, movement, cracking or excess deflection of the roof deck; defects or failure of materials used as a roof substrate over which the roof system is applied; faulty condition of parapet walls, copings, chimneys, skylights, vents, supports or other parts of the building; vapor condensation beneath the roof; penetrations for pitch boxes; erosion, cracking and porosity of mortar and brick; dry rot; stoppage of roof drains and gutters; penetration of the roof from beneath by rising fasteners of any type; inadequate drainage, slope or other conditions beyond the control of Contractor which cause ponding or standing of water; termites or other insects, rodents or other animals; fire; or harmful chemicals, oils, acids and the like that come in contact with the roofing system and cause a leak or otherwise damage the roof system. If the roof fails to maintain a water-tight condition because of damage by reason of any of the foregoing, this warranty shall immediately become null and void for the balance of its term unless such damage is repaired by Contractor at the expense of Owner.
3) **Notification by Owner.** During the term of this warranty, if the roof leaks, Owner must immediately notify Contractor by telephone of such leaks, and promptly confirm such telephone notice by written notice to Contractor.
4) **Events Which May Void Warranty**. This warranty shall become null and void:
   a) Unless Contractor receives notice from Owner during the term of this Warranty in accordance with paragraph 8 above of any leaks and is provided an opportunity to inspect, and if required by the terms of this warranty to repair the roof;
   b) If work is done on such roof, including, but without limitation, work in connection with flues, vents, drains, sign braces, railings, platforms or other equipment fastened to or set on the roof or if repairs or alterations are made to said roof, without first notifying Contractor in writing and giving Contractor the opportunity to make the necessary roofing application recommendations with respect thereto, which recommendations are complied with. Contractor shall be paid for time and materials expended in making recommendations or repairs occasioned by the work of others on the subject roof;
   c) If any area of the roof is used as a promenade, walkway or work area or is sprayed or flooded, unless such use was originally specified with a defined area and the specification is noted in paragraph 14 below.
5) **Transferability**. This warranty shall accrue only to the benefit of the property owner. It MAY be transferable to any other purchaser with written notification to Contractor.
6) **No Other Warranties. NO OTHER EXPRESS WARRANTY IS GIVEN BY CONTRACTOR TO OWNER. THE REPAIR OF THE SUBJECT ROOF IS THE EXCLUSIVE REMEDY. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. ALL IMPLIED WARRANTIES, AND SPECIFICALLY THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED.** This warranty is separate and apart from any warranty that may be issued to Owner by the Roofing Materials Manufacturer. **CONTRACTOR EXPRESSLY EXCLUDES AND DISCLAIMS ANY RESPONSIBILITY TO OWNER IN CONNECTION WITH OR ATTRIBUTABLE TO THE ROOFING MATERIALS AND ANY SUCH ROOFING MATERIALS MANUFACTURER'S WARRANTY.**
7) **Incidental or Consequential Damages. UNDER NO CIRCUMSTANCES SHALL CONTRACTOR BE LIABLE TO OWNER OR ANY OTHER PERSON FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO OR LOSS OF USE OF THE BUILDING OR ITS CONTENTS, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT OR UNDER ANY OTHER THEORY OF LAW.**
8) **Payment to Contractor**. This warranty shall not be or become effective unless and until Contractor has been paid in full for said roof in accordance with the agreement pursuant to which said roof was applied.
9) **Additional conditions or exclusions** _____

This warranty has been duly executed this _____ day of _____, 20____

Jim Brown & Sons Roofing Co Inc.

By: _____
Contractor

By: _____
Owner

SAMPLE

GAF® EverGuard® DIAMOND PLEDGE™ NDL ROOF GUARANTEE

No. _____

Weather Stopper® Diamond Pledge

OWNER: _____ PERIOD OF COVERAGE: _____ YEARS

NAME AND TYPE OF BUILDING: _____

ADDRESS OF BUILDING: _____

ROOF SPECIFICATION: _____ AREA OF ROOF: _____ SQUARES

APPLIED BY: _____

DATE OF COMPLETION: _____ GUARANTEE EXPIRATION DATE: _____

THE GUARANTEE/SOLE AND EXCLUSIVE REMEDY

GAF guarantees to you, the original owner of the building described above, that GAF will provide "Edge To Edge" protection by repairing leaks through the GAF roofing membrane, liquid-applied membrane or coating, base flashing, high wall waterproofing flashing, insulation, expansion joint covers, prefashed accessories, and metal flashings used by the contractor of record that meet SMACNA standards (the "GAF Roofing Materials") resulting from a manufacturing defect, ordinary wear and tear, or workmanship in applying the GAF Roofing Materials.

There is no dollar limit on covered repairs. Leaks caused by any materials other than those listed above, such as the roof deck, non-GAF insulation, or any other materials used in the construction of the roof system, are not covered.

GUARANTEE PERIOD

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

OWNER RESPONSIBILITIES

Notification of Leaks

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

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

Preventative Maintenance and Repairs

A. You must perform regular inspections and maintenance and keep records of this work.

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

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

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

EXCLUSIONS FROM COVERAGE

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

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

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

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

This guarantee MAY BE SUSPENDED OR CANCELLED IF THE ROOF IS DAMAGED BY any cause listed above as AN EXCLUSION FROM COVERAGE that may affect the integrity or watertightness of the roof.

TRANSFERABILITY

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

LIMITATION OF DAMAGES; MEDIATION; JURISDICTION; CHOICE OF LAW

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

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

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

This guarantee must have a raised seal to be valid.

GAF
1361 ALPS ROAD
WAYNE, NJ 07470

By: _____
Authorized Signature Date

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COMTS700

TOPCOAT® DIAMOND PLEDGE™ NDL ROOF GUARANTEE

No. _____

OWNER: _____ PERIOD OF COVERAGE: _____ YEARS

NAME AND TYPE OF BUILDING: _____

ADDRESS OF BUILDING: _____

AREA OF ROOF (SQUARES): _____

APPLIED BY: _____

DATE OF COMPLETION: _____ GUARANTEE EXPIRATION DATE: _____

THE GUARANTEE/SOLE AND EXCLUSIVE REMEDY

GAF guarantees to you, the original owner of the building described above, that GAF will provide "Edge To Edge" protection by repairing leaks through the liquid-applied membrane or coating (the "GAF Roofing Materials") resulting from a manufacturing defect, ordinary wear and tear, or workmanship in applying the GAF Roofing Materials.

There is no dollar limit on covered repairs. Leaks caused by any materials other than those listed above, such as the roof deck, non-GAF insulation, or any other materials used in the construction of the roof system, are not covered.

GUARANTEE PERIOD

This guarantee ends on the expiration date listed above.

OWNER RESPONSIBILITIES

Notification of Leaks

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

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

Preventative Maintenance and Repairs

A. You must perform regular inspections and maintenance and keep records of this work.

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

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

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

EXCLUSIONS FROM COVERAGE

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

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

1. Inadequate roof maintenance, that is, the failure to follow the Scheduled Maintenance Checklists provided with this guarantee (extra copies available by calling Guarantee Services at 1-800-ROOF-411);
2. Unusual weather conditions or natural disasters including, but not limited to, windstorms, hail, floods, hurricanes, lightning, tornados, and earthquakes, unless specifically covered under this guarantee.
3. Damage to the roof constructed of the GAF Roofing Materials due to: (a) movement or cracking of the roof deck or building; (b) improper installation or failure of any non-GAF materials, including pre-existing coatings; (c) infiltration or condensation of moisture through or around the walls, copings, building structure, or surrounding materials except where high wall GAF waterproofing flashings are installed; (d) chemical attack on the membrane, including, but not limited to, exposure to grease or oil; (e) the failure of wood nailers to remain attached to the structure; or (f) use of materials that are incompatible with the GAF Roofing Materials.
4. Traffic of any nature on the roof.
5. Blisters in the GAF Roofing Materials that have not resulted in leaks.
6. Changes in the use of the building or any repairs, modifications, or additions to the GAF Roofing Materials after the roof is completed, unless approved in writing by GAF.
7. Conditions that prevent positive drainage or result from ponding water.
8. Gutters or damage to any restoration system caused by gutters.
9. Any condition that is not in accordance with GAF's published application instructions, or any deviation or modification from any published specification, unless specifically authorized by a GAF Field Services Manager or Director in writing.

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

This guarantee MAY BE SUSPENDED OR CANCELLED IF THE ROOF IS DAMAGED BY any cause listed above as AN EXCLUSION FROM COVERAGE that may affect the integrity or watertightness of the roof.

TRANSFERABILITY

You may transfer or assign this guarantee to a subsequent owner of this building for the remaining term only if: 1) the request is in writing to GAF at the address listed below within 30 days after ownership transfer; 2) you make any repairs to the GAF Roofing Materials or other roofing or building components that are identified by GAF after an inspection as necessary to preserve the integrity of the GAF Roofing Materials; and 3) you pay an assignment fee of $500. This guarantee is NOT otherwise transferable or assignable by contract or operation of law, either directly or indirectly.

LIMITATION OF DAMAGES; MEDIATION; JURISDICTION; CHOICE OF LAW

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

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

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

This guarantee must have a raised seal to be valid.

GAF
1361 ALPS ROAD
WAYNE, NJ 07470

By: _____
Authorized Signature Date

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TOPCS111

GAF® Ruberoid®/GAFGLAS® DIAMOND PLEDGE™ NDL ROOF GUARANTEE

No. _____

OWNER: _____ PERIOD OF COVERAGE: _____ YEARS

NAME AND TYPE OF BUILDING: _____

ADDRESS OF BUILDING: _____

ROOF SPECIFICATION: _____ AREA OF ROOF: _____ SQUARES

APPLIED BY: _____

DATE OF COMPLETION: _____ GUARANTEE EXPIRATION DATE: _____

THE GUARANTEE/SOLE AND EXCLUSIVE REMEDY

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

GUARANTEE PERIOD

This guarantee ends on the expiration date listed above. **NOTE:** Lexsuco® and uncoated M-Curb™ Flashings are covered by this guarantee **only** for the first ten years.

OWNER RESPONSIBILITIES

Notification of Leaks

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

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

Preventative Maintenance and Repairs

A. You must perform regular inspections and maintenance and keep records of this work.
B. To keep this guarantee in effect, you must repair any conditions in the building structure or roofing system that are not covered by this guarantee but that GAF concludes may be threatening the integrity of the GAF Roofing Materials (e.g., porous walls allowing water entry into the roofing system).
C. You may make temporary repairs to minimize damage to the building or its contents in an emergency, at your sole expense. These repairs will not result in cancellation of the guarantee as long as they are reasonable and customary and do not result in permanent damage to the GAF Roofing Materials.
D. Any equipment or material that impedes any inspection or repair must be removed at your expense so that GAF can perform inspections or repairs.

EXCLUSIONS FROM COVERAGE

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

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

1. Inadequate roof maintenance, that is, the failure to follow the Scheduled Maintenance Checklists provided with this guarantee (extra copies available by calling Guarantee Services at 1-800-ROOF-411).
2. Unusual weather conditions or natural disasters including, but not limited to, windstorms, hail, floods, hurricanes, lightning, tornados, and earthquakes, unless specifically covered under this guarantee.
3. Damage to the roof constructed of the GAF Roofing Materials due to: (a) movement or cracking of the roof deck or building; (b) improper installation or failure of any non-GAF insulation or materials; (c) infiltration or condensation of moisture through or around the walls, copings, building structure, or surrounding materials except where high wall GAF waterproofing flashings are installed; (d) chemical attack on the membrane, including, but not limited to, exposure to grease or oil; (e) the failure of wood nailers to remain attached to the structure; (f) moisture migration from the building interior or any building component other than the GAF Roofing Materials; or (g) use of materials that are incompatible with the GAF Roofing Materials.
4. Traffic of any nature on the roof unless using GAF walkways applied in accordance with GAF's published application instructions.
5. Blisters in the GAF Roofing Materials that have not resulted in leaks unless (a) the blister is between the base sheet and insulation and a Stratavent® Eliminator™ Perforated Venting Base Sheet is installed directly over isocyanurate insulation, or (b) the blister is in a seam and may affect the watertight integrity of the GAF Roofing Materials.
6. Changes in the use of the building or any repairs, modifications, or additions to the GAF Roofing Materials after the roof is completed, unless approved in writing by GAF.
7. Conditions that prevent positive drainage or result from ponding water.
8. Any condition (e.g., base flashing height or lack of counter flashing) that is not in accordance with GAF's published application instructions or any deviation or modification from any published specification, unless specifically authorized by a GAF Field Services Manager or Director in writing.

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

This guarantee MAY BE SUSPENDED OR CANCELLED IF THE ROOF IS DAMAGED BY any cause listed above as AN EXCLUSION FROM COVERAGE that may affect the integrity or watertightness of the roof.

TRANSFERABILITY

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

LIMITATION OF DAMAGES; MEDIATION; JURISDICTION; CHOICE OF LAW

THIS GUARANTEE IS EXPRESSLY IN LIEU OF ANY OTHER GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and of any other obligations or liability of GAF, whether any claim against it is based upon negligence, breach of warranty, or any other theory. In NO event shall GAF be liable for any CONSEQUENTIAL OR INCIDENTAL DAMAGES of any kind, including, but not limited to, interior or exterior damages and/or mold growth. The parties agree that, as a condition precedent to litigation, any controversy or claim relating to this guarantee shall be first submitted to mediation before a mutually acceptable mediator. In the event that mediation is unsuccessful, the parties agree that neither one will commence or prosecute any lawsuit or proceeding other than before the appropriate state or federal court in the State of New Jersey. This guarantee shall be governed by the laws of the State of New Jersey, without regard to principles of conflicts of laws. Each party irrevocably consents to the jurisdiction and venue of the above identified courts.

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

This guarantee must have a raised seal to be valid.

GAF
1361 ALPS ROAD
WAYNE, NJ 07470

By: _____
Authorized Signature Date

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COM75587

Great Protection—The GAF Smart Choice® Shingle International Limited Warranty

Congratulations! Thank you for purchasing asphaltic shingles from GAF, North America's largest roofing manufacturer. While many factors can affect how long your shingles will last, this Smart Choice® Shingle International Limited Warranty covers your asphaltic shingles in the unlikely event that they contain a manufacturing defect.

Who is Covered by This Limited Warranty
You are covered by this warranty if you live outside the United States and Canada and are the original property owner (i.e., not a builder or installer). **NOTE:** This warranty may not be transferred or assigned, directly or indirectly, by operation of law or otherwise.

Manufacturing Defects: What is Covered/Sole and Exclusive Remedy
GAF Warranty Company, LLC, a subsidiary of GAF, warrants that your GAF roofing shingles will remain free from manufacturing defects that adversely affect their performance during the warranty term listed below in Table 2. **Note:** Failure to seal/blow-offs/wind damage and algae discoloration are covered separately below.

If your shingles do contain a manufacturing defect that adversely affects their performance, GAF's contribution to you will be based on either providing you with replacement GAF shingles or, at GAF's choice, reimbursing you for the reasonable cost of replacement shingles. The amount of shingles or the reimbursement provided to you will be reduced to reflect the use you have received from your shingles, based on the number of months that have elapsed since the shingles were installed. For shingles that carry a "Lifetime" warranty term, the proration factors in Table 1 will apply.

Table 1

# Of Years Installed	Proration Factor	# Of Years Installed	Proration Factor	# Of Years Installed	Proration Factor
1-3	95%	21-22	55%	41-50	15%
4-7	90%	23-24	50%	51-Lifetime	10%
8-10	85%	25-26	45%		
11-12	80%	27-28	40%		
13-14	75%	29-30	35%		
15-16	70%	31-32	30%		
17-18	65%	33-34	25%		
19-20	60%	35-40	20%		

Failure to Seal/Blow-Offs/Wind Damage: What is Covered/Sole and Exclusive Remedy
This Limited Failure to Seal/Blow-offs/Wind Damage Warranty lasts for 5 years and is **specifically conditioned** on your shingles being fastened and installed **strictly** in accordance with GAF's application instructions. GAF warrants to you that your GAF shingles will not fail to seal, blow off, or sustain damage from winds (including gusts) up to the applicable wind speed listed in Table 2 after your shingles should have sealed but did not due to a manufacturing defect. If your shingles do fail to seal, blow-off, or suffer wind damage, GAF will reimburse you for the reasonable costs of replacing the blown-off or damaged shingles and hand sealing any unsealed shingles. Costs related to underlayment, metal work, and flashings are not included. GAF's **maximum** liability under this paragraph is to reimburse you for the cost of hand-sealing all of the shingles on your roof.

Note: All self-sealing shingles, including GAF's, must be exposed to warm, sunny conditions for several days before they completely seal. Before sealing occurs, shingles are vulnerable to blow-offs and wind damage. Shingles installed in Fall or Winter may not seal until the following Spring. Shingles which are not exposed to direct sunlight or adequate surface temperatures or that are not fastened or installed properly may never seal. Failures to seal, blow-offs, and wind damage under these circumstances result from the nature of self-sealing shingles, not a manufacturing defect, and are not covered under this warranty.

Algae Discoloration: What is Covered/Sole and Exclusive Remedy
This StainGuard® Limited Warranty applies **only** to shingles sold in packages bearing the StainGuard® logo. GAF warrants to you that blue-green algae (also known as cyanobacteria) will not cause a pronounced discoloration of your StainGuard® labeled shingles for 10 years for shingles that are installed in a "Temperate" Zone and 5 years if they are installed in a "Tropical" Zone. A "Temperate" Zone includes those areas between the Arctic Circle and the Tropic of Cancer and the Antarctic Circle and the Tropic of Capricorn. The "Tropical" Zone is any area other than the "Temperate" Zone.

During the first year, if your StainGuard® labeled shingles exhibit a pronounced discoloration caused by blue-green algae, GAF's contribution will be either the reasonable cost of commercially cleaning your shingles or, at GAF's option, replacing discolored shingles, up to a **maximum** of the original cost of the affected shingles. During the remainder of the StainGuard® Limited Warranty period, GAF's contribution to you will be reduced to reflect the amount of use you have received from your shingles based on the number of months that have elapsed since your shingles were installed.

What is Not Covered
This limited warranty is void if your shingles were not installed strictly in accordance with GAF's application instructions. In addition, GAF will **NOT** compensate you for:
(1) Damages resulting from anything other than an inherent manufacturing defect in your shingles, such as:
  (a) Improper fastening of your shingles or application not in strict accordance with GAF's printed application instructions, if the improper installation was the cause of the damage.
  (b) Settlement, movement, or defects in the building, walls, foundation, or the roof base over which the shingles were applied.
  (c) Inadequate attic ventilation.
(2) Damages resulting from causes beyond normal wear and tear, such as:
  (a) acts of nature, such as hail, fire, winds (including gusts) over the applicable wind speed listed in Table 2, or ice damming above the areas of your roof deck covered by a GAF Weatherproof Leak Barrier.
  (b) Impact of foreign objects or traffic on the roof.
  (c) Improper storage or handling of shingles.
(3) Shading or variations in the color of your shingles or discoloration or contamination caused by fungus, mold, lichen, algae (except for blue-green algae if your shingles were labeled with the StainGuard® logo), or other contaminants, including that caused by organic materials on the roof.
(4) Labor costs, except as specifically provided above, disposal costs, tear-off costs, and costs related to underlayments (unless your claim involves a manufacturing defect in a GAF underlayment), metal work, and flashings.
(5) Damage to the interior or exterior of any building, including, but not limited to, mold growth.

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

Claims: What You Must Do
You must notify GAF about any claim within 30 days after you notice a problem and provide proof of the date your shingles were applied and that you are the original owner. You must either call GAF about your claim (at 1-800-456-1860 or +1-973-628-3000) or send a notice to GAF in writing to: GAF Warranty Service Department, 1361 Alps Road, Wayne, New Jersey 07470, USA. You will then be provided with complete details about submitting your claim. GAF may require you to send to GAF, at your expense, sample shingles for testing and photographs. Within a reasonable time after proper notification, GAF will evaluate your claim and resolve it in accordance with the terms of this warranty. Any claim for shingles which have been replaced before notifying GAF of your claim may be denied. **NOTE: Notice to your contractor, dealer, or home builder is NOT notice to GAF.** You should retain this warranty for your records in the unlikely event that you need to file a claim.

Sole and Exclusive Warranty
THIS WARRANTY IS EXCLUSIVE AND REPLACES ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS, AND GUARANTEES, WHETHER EXPRESS OR IMPLIED, WHETHER BY STATUTE, AT LAW OR IN EQUITY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This written warranty is your exclusive warranty from GAF and represents the SOLE REMEDY available to any owner of GAF shingles. GAF makes NO OTHER REPRESENTATIONS, CONDITIONS, GUARANTEES, OR WARRANTIES of any kind other than that stated herein. GAF WILL NOT BE LIABLE IN ANY EVENT FOR CONSEQUENTIAL, PUNITIVE, SPECIAL, INCIDENTAL, OR OTHER SIMILAR DAMAGES OF ANY KIND, including DAMAGE TO THE INTERIOR OR EXTERIOR OF ANY BUILDING, whether for breach of this warranty, negligence, strict liability in tort, or for any other cause. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusions or limitations may not apply to you.

Modification of Warranty
This limited warranty may not be changed or modified except in writing, signed by an officer of GAF. No one (other than an officer of GAF) has the authority to assume any additional liability or responsibility for GAF in connection with your shingles except as described in this warranty. This warranty gives you specific legal rights, and you may have other rights which vary from jurisdiction to jurisdiction. (Note: warranty subject to change. For current information, visit www.gaf.com or write to GAF at 1361 Alps Road, Wayne, NJ 07470, USA, Attn: Warranty Service Department.)

Choice of Law
The terms and conditions of this limited warranty are to be governed by, and interpreted according to, the internal laws of the State of New Jersey, United States of America, without giving effect to or applying its choice of law provisions. The United Nations Convention on the Sale of International Goods shall not apply either to the sale of products in relation to this limited warranty.

Effective Date
This limited warranty is effective for GAF asphaltic shingles installed outside the United States and Canada after January 1, 2012.

Table 2

Shingle	Warranty Term For Manufacturing Defects (yrs)	Maximum Wind Coverage With Special Installation* (km/h)	Standard Wind Coverage (km/h)
Royal Sovereign®	25	N/A	96
Timberline® Natural Shadow™	30	160	110
Timberline® HD™	30	175	130
Timberline® American Harvest™	Lifetime	209	145
Timberline® Ultra HD™	Lifetime	209	145
Timberline® ArmorShield™ II	Lifetime	209	175
Timberline® Cool Series	Lifetime	209	145
Camelot® II	Lifetime	209	130
Country Mansion® II	Lifetime	209	130
Grand Slate™ II	Lifetime	209	130
Slateline®	Lifetime	209	175
Grand Sequoia®	Lifetime	209	130
Woodland™	Lifetime	209	130
Monaco™	Lifetime	209	130
Grand Canyon™	Lifetime	209	160
Country Mansion®	Lifetime	209	175
Grand Slate™	Lifetime	209	175
Camelot®	Lifetime	209	175

*In order to obtain the maximum wind coverage shown in Table 2, the shingles listed must be installed using 6 nails per shingle and GAF Starter Strip Products must be installed on the eaves and rakes.

NOTE: Shingles must be installed in strict accordance with application instructions, particularly in regard to nail placement.

NOTE: "Lifetime" means as long as the original individual owner of a single family detached residence owns the property where the shingles were installed. For owners/structures not meeting above criteria, Lifetime coverage is not applicable.

2/12

Smart Choice® Shingle International Ltd. Warranty Registration Form

Please register online at www.gaf.com/registermywarranty or complete the information below, detach this form, and mail to GAF, P.O. Box 395, Ingomar, PA 15127-0395 USA. (Note: Registration is not required for warranty coverage.)

Owner's Name_____ Phone (____)_____
Address _____
City_____ Country _____ Postal Code_____
Address of building, if different _____
City_____ Country _____ Postal Code_____
Contractor's Name _____
Address _____
City_____ Country _____ Postal Code_____
Contractor's Phone (____)_____ ____ New Construction ____ Re-roofing

Shingle Installed:
- ❑ Royal Sovereign®
- ❑ Timberline® Natural Shadow™
- ❑ Timberline® HD™
- ❑ Timberline® American Harvest™
- ❑ Timberline® Ultra HD™
- ❑ Timberline® ArmorShield™ II
- ❑ Timberline® Cool Series
- ❑ Camelot® II
- ❑ Country Mansion® II
- ❑ Grand Slate™ II
- ❑ Slateline®
- ❑ Grand Sequoia®
- ❑ Woodland™
- ❑ Monaco™
- ❑ Grand Canyon™
- ❑ Country Mansion®
- ❑ Grand Slate™
- ❑ Camelot®

StainGuard® labeled? ❑ Yes ❑ No

To assist other homeowners who may be interested in viewing homes with your color and style of shingle, we would like to include your address in our database. No information other than your address, shingle style, and color will be released.

❑ **Yes,** GAF may include me in its database to assist other homeowners
❑ **No,** please do not include me

Number of Squares____ Color_____
Date of Installation_____ Cost of Installation_____
Homeowner's Signature_____

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GAF 2/12 #026
RESWT160I

Owner Warranty Record

To be completed by owner and contractor. Keep this warranty record with your contractor's receipt for future reference. DO NOT SEND TO GAF.

Owner's Name_____
Address Where Applied_____
City_____
Country_____ Postal Code_____
Contractor's Name_____
City_____
Country_____ Postal Code_____
Contractor's Phone (____)_____

- ❑ Royal Sovereign®
- ❑ Timberline® Natural Shadow™
- ❑ Timberline® HD™
- ❑ Timberline® American Harvest™
- ❑ Timberline® Ultra HD™
- ❑ Timberline® ArmorShield™ II
- ❑ Timberline® Cool Series
- ❑ Camelot® II
- ❑ Country Mansion® II
- ❑ Grand Slate™ II
- ❑ Slateline®
- ❑ Grand Sequoia®
- ❑ Woodland™
- ❑ Monaco™
- ❑ Grand Canyon™
- ❑ Country Mansion®
- ❑ Grand Slate™
- ❑ Camelot®

Number of Squares____ Color_____
StainGuard® labeled? ❑ Yes ❑ No
Date of application of shingles_____
Total cost of shingles and application_____
Contractor's Signature_____
Owner's Signature_____
Date_____

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RESWT160I

RED SHIELD WARRANTY

RED SHIELD ROOFING SYSTEM LIMITED WARRANTY

Warranty No: **FBPCO #:** **Square Footage:** s.f.
Building Owner:
Building Identification:
Building Address:
Warranty Period Of:
Roofing Contractor:

SAMPLE

For the warranty period indicated above, Firestone Building Products Company, LLC ("Firestone"), an Indiana limited liability company, warrants to the Building Owner ("Owner") named above that Firestone will, subject to the Terms, Conditions and Limitations set forth below, repair any leak in the Firestone Roofing System ("System").

TERMS, CONDITIONS AND LIMITATIONS

1. **Products Covered**. The System shall mean only the Firestone brand roofing membranes, Firestone brand roofing insulations, Firestone brand roofing metal, and other Firestone brand roofing accessories when installed in accordance with Firestone technical specifications by a Firestone-licensed applicator.
2. **Notice**. In the event any leak should occur in the System, the Owner must give notice in writing or by telephone to Firestone within thirty (30) days of any occurrence of a leak. Written notice may be sent to Firestone at the street address or fax number shown on the reverse side of this Limited Warranty. Evidence of this notice shall be the receipt by Owner of a Firestone Leak Notification Acknowledgement. By so notifying Firestone, the Owner authorizes Firestone or its designee to investigate the cause of the leak.
3. **Investigation**. If upon investigation, Firestone determines that the leak is not excluded under the Terms, Conditions and Limitations set forth in this Red Shield Roofing System Limited Warranty (the "Limited Warranty"), the Owner's sole and exclusive remedy and Firestone's total liability shall be limited to the repair of the leak. Should the investigation reveal that the leak is excluded under the Terms, Conditions and Limitations, the Owner shall be responsible for payment of the investigation costs. Failure by Owner to pay for these costs shall render this Limited Warranty null and void. Firestone will advise the Owner of the type and/or extent of repairs required to be made at the Owner's expense that will permit this Limited Warranty to remain in effect for the unexpired portion of its term. Failure by the Owner to properly make these repairs in a reasonable manner using a Firestone-licensed applicator and within 60 days shall render this Limited Warranty null and void.
4. **Disputes**. Any dispute, controversy or claim between the Owner and Firestone concerning this Limited Warranty shall be settled by mediation. In the event that the Owner and Firestone do not resolve the dispute, controversy or claim in mediation, the Owner and Firestone agree that neither party will commence or prosecute any suit, proceeding, or claim other than in the courts of Hamilton County in the state of Indiana or the United States District Court, Southern District of Indiana, Indianapolis Division. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts.
5. **Payment Required**. Firestone shall have no obligation under this Limited Warranty unless and until Firestone and the licensed applicator have been paid in full for all materials, supplies, services, approved written change orders, warranty costs and other costs which are included in, or incidental to, the System. In the event that repairs not covered by this Limited Warranty are necessary in the future, Firestone reserves the right to suspend this Limited Warranty until such repairs have been completed and the licensed applicator and/or Firestone has been paid in full for such repairs.
   Exclusions. Firestone shall have no obligation under this Limited Warranty, or any other liability, now or in the future if a leak or damage is caused by: (a) Natural forces, disasters, or acts of God including, but not limited to, fires, hurricanes, tornadoes, hail, wind-blown debris, lightning, earthquakes, volcanic activity, atomic radiation, insects or animals; (b) Winds of peak gust speed at or in excess of 55 MPH calculated at ten(10) meters above ground using available meteorological data; (c) Act(s), conduct or omission(s) by any person, or act(s) of war, terrorism or vandalism, which damage the System or which impair the System's ability to resist leaks; (d) Failure by the Owner to use reasonable care in maintaining the System, said maintenance to include, but not be limited to, those items listed on the reverse side of this Limited Warranty entitled "Building Envelope Care and Maintenance Guide"; (e) Deterioration or failure of building components, including, but not limited to, the roof substrate, walls, mortar, HVAC units, skylights etc.; (f) Construction generated moisture, condensation or infiltration of moisture in, from, through, or around the walls, copings, rooftop hardware or equipment, skylights, building structure or underlying or surrounding materials; (g) Acid, oil, harmful chemicals, or the reaction between them; (h) Alterations or repairs to the System that are not completed in accordance with Firestone's published specifications, not completed by an approved contractor, and/or not completed with proper notice to Firestone; (i) The design of the roofing system; Firestone does not undertake any analysis of the architecture or engineering required to evaluate what type of System is appropriate for a building and makes no warranty express or implied as to the suitability of its Products for any particular structure; such a determination is the responsibility of the architect, engineer or design professional; (j) Improper selection of materials for the roof assembly or the failure to accurately calculate wind uplift and/or roof loads; (k) Deterioration to metal roofing materials and accessories caused by marine salt water, atmosphere, or by regular spray of either salt or fresh water; or, (l) Change in building use or purpose.
6. **Transfer**. This Limited Warranty shall be transferable subject to Owner's payment of the current transfer fee set by Firestone.
7. **Term**. The term of this Limited Warranty shall be for the period set forth above and such term shall not be extended under any circumstances.
8. **Roof Access**. During the term of this Limited Warranty, Firestone's designated representative or employees shall have free access to the roof during regular business hours. In the event that roof access is limited due to security or other restrictions, Owner shall reimburse Firestone for all reasonable cost incurred during inspection and/or repair of the System that are due to delays associated with said restrictions. Owner shall be responsible for the damage caused by, removal and replacement of any overburdens, superstrata or overlays, either permanent or temporary, excluding accepted stone ballast or pavers, as necessary to expose the system for inspection and/or repair.
9. **Waiver**. Firestone's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty.
10. **Governing Law**. This Limited Warranty shall be governed by and construed in accordance with the laws of the State of Indiana without regard to that State's rules on conflict of laws.
11. **Severability**. If any portion of this Limited Warranty is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.

FIRESTONE DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION THAT WERE NOT FURNISHED BY FIRESTONE. FIRESTONE SPECIFICALLY DISCLAIMS LIABILITY UNDER ANY THEORY OF LAW ARISING OUT OF THE INSTALLATION OF, PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY FIRESTONE.

THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND FIRESTONE HEREBY DISCLAIMS ALL SUCH WARRANTIES. THIS LIMITED WARRANTY SHALL BE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST FIRESTONE, AND FIRESTONE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGES TO THE BUILDING OR ITS CONTENTS OR THE ROOF DECK. THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF FIRESTONE. NO OTHER PERSON HAS ANY AUTHORITY TO BIND FIRESTONE WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

FIRESTONE BUILDING PRODUCTS COMPANY, LLC
By:

SAMPLE

Authorized Signature:
Title:

Firestone

Johns Manville

Peak Advantage Guarantee

PEAK ADVANTAGE Johns Manville

Building Owner:
Name
Address
City, State Zip

Building Name:
Name
Address
City, State Zip

Guarantee Number: *Sample - not issued*
Expiration Date:

Approved Roofing Contractor:

Name
Address
City, State Zip

Date of Completion:

Terms & Maximum Monetary Obligation to Maintain a Watertight Roofing System.

Years: **$**

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

Section	Sqs.	Roof Type	Membrane Spec.	Insulation Type Layer 1	Layer 2	Layer 3

Accessories:

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

These Johns Manville Guaranteed components are referred to above as the "Roofing System" and ALL OTHER COMPONENTS OF THE OWNER'S BUILDING ARE EXCLUDED FROM THE TERMS OF THIS GUARANTEE, including any amendments thereto.

Johns Manville* guarantees to the original Building Owner that during the Term commencing with the Date of Completion (as defined above), JM will pay for the materials and labor reasonably required in Johns Manville's sole and absolute discretion to repair the Roofing System to return it to a watertight condition if leaks occur due to: ordinary wear and tear, or deficiencies in any or all of the Johns Manville component materials of the Roofing System, or workmanship deficiencies only to the extent they arise solely out of the application of the Roofing System. Non-leaking blisters are specifically excluded from coverage. Should any investigation or inspection reveal the cause of a reported leak to be outside the scope of coverage under this Guarantee, then all such investigation and inspection costs shall be borne solely by the Building Owner.

WHAT TO DO IF YOUR ROOF LEAKS

If you should have a roof leak please refer to directions on the reverse side. Failure by the Building Owner to comply with any of the directions on the reverse side of this document will render the coverage provided under this Guarantee, including any applicable amendments and/or riders, null and void.

LIMITATIONS AND EXCLUSIONS

This Guarantee is not a maintenance agreement or an insurance policy; therefore, routine inspections and maintenance are the Building Owner's sole responsibility (see reverse side of this document). Failure to follow the Maintenance Program on the reverse side of this document will void the Guarantee in its entirety. This Guarantee does not obligate JM to repair or replace the Roofing System, or any part of the Roofing System, for leaks or appearance issues resulting, in whole or in part, from one or more of the following (a) natural disasters including but not limited to the direct or indirect effect of lightning, flood, hail storm, earthquake, tornados, hurricanes or other extraordinary natural occurrences and/or wind speeds in excess of 55 miles per hour; (b) misuse, abuse, neglect or negligence; (c) installation or material failures other than those involving the component materials expressly defined above as the Roofing System or exposure of the Roofing System components to damaging substances such as oil, fertilizers, or solvents or to damaging conditions such as vermin; (d) any and all (i) changes, alterations, repairs to the Roofing System, including, but not limited to, structures, penetrations, fixtures or utilities (including vegetative and solar overlays) based upon or through the Roofing System as well as any (ii) changes to the Building's usage that are not pre-approved in writing by JM; (e) failure of the Building substrate (mechanical, structural, or otherwise and whether resulting from Building movement, design defects or other causes) or improper drainage; (f) defects in or faulty/improper design, specification construction or engineering of the Building or any area over which the Roofing System is installed; (g) defects in or faulty/improper architectural, engineering or design flaws of the Roofing System or Building, including, but not limited to, design issues arising out of improper climate or building code compliance; or (h) in instances of a recover project, Johns Manville is not responsible for the performance of pre-existing materials that predated the recover. Instead, Johns Manville's sole responsibility in recover systems where JM materials are adhered to existing materials is limited to the installed recover JM Roofing materials up to the wind speed listed herein. Guarantee coverage is limited to replacing recover JM Roofing materials only (and not the pre-existing materials – which is the Owner's responsibility) as required to return the roofing system to a watertight condition due to a claim covered under the terms and conditions herein. Johns Manville is not responsible for leaks, injuries or damages resulting from any water entry from any portion of the Building structure not a part of the Roofing System, including, but not limited to, deterioration of the roofing substrate, walls, mortar joints, HVAC units and all other non-Johns Manville materials and metal components. Moreover, the Building Owner is solely and absolutely responsible for any removal and/or replacement of any overburdens, super-strata or overlays, in any form whatsoever, as reasonably necessary to expose the Roofing System for inspection and/or repair.

This Guarantee becomes effective when (1) it is delivered to Owner; and (2) all bills for installation, materials, and services have been paid in full to the Approved Roofing contractor and to JM. Until that time, this Guarantee is not in force, has no effect – and JM is under no obligation whatsoever to perform any services/work.

The Parties agree that any controversy or claims relating to this Guarantee shall be first submitted to mediation under the Construction Industry Arbitration and Mediation Rules of the American Arbitration Association (Regular Track Procedures) or to such other mediation arrangement as the parties mutually agree. No court or other tribunal shall have jurisdiction until the mediation is completed. In any action or proceeding brought against the Building Owner to enforce this Guarantee or to collect costs due hereunder, Johns Manville shall be entitled to recover its reasonable costs, expenses and fees (including expert witness' fees) incurred in any such action or proceeding, including, without limitation, attorneys' fees and expenses, and the Building Owner shall pay it.

TO THE FULLEST EXTENT PERMITTED BY LAW, JM DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND LIMITS SUCH WARRANTY TO THE DURATION AND TO THE EXTENT OF THE EXPRESS WARRANTY CONTAINED IN THIS GUARANTEE.

THE EXCLUSIVE RESPONSIBILITY AND LIABILITY OF JM UNDER THIS GUARANTEE IS TO MAKE REPAIRS NECESSARY TO MAINTAIN THE ROOFING SYSTEM IN A WATERTIGHT CONDITION IN ACCORDANCE WITH THE OBLIGATIONS OF JM UNDER THIS GUARANTEE. JM AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE BUILDING STRUCTURE (UPON WHICH THE ROOFING SYSTEM IS AFFIXED) OR ITS CONTENTS AND OR OCCUPANTS, LOSS OF TIME OR PROFITS OR ANY INCONVENIENCE, INJURY. JM SHALL NOT BE LIABLE FOR ANY CLAIM MADE AGAINST THE BUILDING OWNER BY ANY THIRD PARTY AND THE BUILDING OWNER SHALL INDEMNIFY AND DEFEND JM AGAINST ANY CLAIM BROUGHT BY ANY THIRD PARTY AGAINST JM RELATING TO OR ARISING OUT OF THE ROOFING SYSTEM OR JM'S OBLIGATIONS UNDER THIS GUARANTEE. JM AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY DAMAGES WHICH ARE BASED UPON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY OTHER THAN THE EXCLUSIVE LIABILITY SET FORTH IN THIS GUARANTEE. THIS GUARANTEE DOES NOT COVER, AND EXPLICITLY EXCLUDES, ANY AND ALL INJURIES, CLAIMS AND/OR DAMAGES RESULTING, IN WHOLE OR IN PART, FROM ANY WATER ENTRY FROM ANY PORTION OF THE BUILDING STRUCTURE INCLUDING, BUT NOT LIMITED TO, THE ROOFING SYSTEM.

No one is authorized to change, alter, or modify the provision of this Guarantee other than the Manager, Guarantee Services or authorized delegate. JM's delay or failure in enforcing the terms and conditions contained in this Guarantee shall not operate as a waiver of such terms and conditions. This Guarantee is solely for the benefit of the Building Owner identified above and Building Owner's rights hereunder are not assignable. Upon sale or other transfer of the Building, Building Owner may request transfer of this Guarantee to the new owner, and JM may transfer this Guarantee, in its sole and absolute discretion only after receiving satisfactory information and payment of a transfer fee, which must be paid no later than 30 days after the date of Building ownership transfer.

In the event JM pays for repairs which are required due to the acts or omissions of others, JM shall be subrogated to all rights of recovery of the Building Owner to the extent of the amount of the repairs.

Because JM does not practice Engineering or Architecture, neither the issuance of this Guarantee nor any review of the Building's construction or inspection of roof plans (or the Building's roof deck) by JM representatives shall constitute any warranty by JM of such plans, specifications, and construction or in any way constitute an extension of the terms and conditions of this Guarantee. Any roof inspections are solely for the benefit of JM.

JM does not supervise nor is it responsible for a roofing contractor's work except to the extent stated herein, and roofing contractors are not agents of JM.

*JOHNS MANVILLE ("JM") is a Delaware corporation with its principal mailing address at P.O. Box 5108, Denver, Colorado 80217-5108.

By: Robert Wamboldt
Title: Vice President & General Manager
Roofing Systems Group

Attorney-in-Fact

POLYGLASS

[ ] YEAR ROOFING SYSTEM WARRANTY
NON-PRORATED, NO DOLLAR LIMIT

Owner's Name: _____

Owner's Address: _____

City: _____ State: _____ Zip: _____

Building Name: _____

Building Address: _____

City: _____ State: _____ Zip: _____

Roofing Contractor Name: _____

Roofing Contractor Address: _____

City: _____ State: _____ Zip: _____

Roofing Contractor Phone: _____ Polyglass Registered Contractor #: _____

Polyglass Product(s) Used: _____

Project Size: _____ Square Feet Completion Date: _____

Roofing Specification Used: _____

Term Warranty: _____ Warranty Number: _____

TERMS AND CONDITIONS:

Definitions: "POLYGLASS" shall mean POLYGLASS U.S.A., Inc., 1111 W. Newport Center Drive, Deerfield Beach, Florida 33442. "Owner" shall mean the original party listed above as Owner's Name whose building the Polyglass roof membrane product is installed.

General Provisions: a) Except as otherwise stated herein, POLYGLASS warrants the roofing membrane against deficiencies as defined by POLYGLASS in the installed roofing system resulting in leakage for a Twenty (20) year period from the date of original installation completion date as indicated above. b) No representative of POLYGLASS shall have the authority to make any modifications, representations or oral agreements except as stated herein. c) The original installation of the roofing membrane must be free of errors, omissions, or poor workmanship in accordance with POLYGLASS current published specifications in order for this warranty to be in force.

Term of Warranty: Except as indicated in paragraphs 2, 6, 8 and 12 hereof, this warranty is valid from the date of final completion and acceptance by POLYGLASS as indicated above.

Claims Procedure: Polyglass shall have no obligation under this warranty unless Owner shall have promptly notified Polyglass in writing by registered or certified mail. Direct all claims to Polyglass, U.S.A., Inc. 1111 W. Newport Center Drive, Deerfield Beach, Florida 33442, ATTN: Warranty Department. Any claim shall provide a copy of warranty and detailed information of the leakage and alleged defect. Polyglass must receive such notice within ten (10) days after discovery of the claimed defect.

Replacement Costs: POLYGLASS warrants to the original Owner that during the warranty period stated above, commencing on the date of completion stated herein, if notified of leakage, POLYGLASS through its authorized representative, shall observe the roof. If, after observation, POLYGLASS, at its sole discretion, determines that the leakage is the result of faulty material supplied by POLYGLASS, ordinary wear and tear, deficiencies in any or all of the POLYGLASS supplied component materials of the roofing system, or workmanship deficiencies in the application of the POLYGLASS supplied component materials, then POLYGLASS shall remediate covered leakage conditions by means determined by POLYGLASS providing replacement membrane and reasonable labor required to properly repair or replace the damaged areas as determined by POLYGLASS.

Exclusions: This warranty is not an insurance policy or maintenance agreement, routine inspections, and maintenance are owner's responsibility. Failure to follow the maintenance program provided will void the warranty. This warranty will not apply if damage is the direct or indirect result of: a) acts of God or natural causes such as, but not limited to, lightning, hail, gale force or other strong winds not to exceed 8 on the Beaufort Scale, floods, hurricanes, tornadoes, wind launched debris or earthquakes; b) fire; c) accidents; d) vandalism; e) negligence, misuse, or failure of owner to provide reasonable maintenance to the roof; f) structural defects or other building movement; g) lack of positive drainage; h) exposure of the roofing to solvents and/or petroleum distillates such as but not limited to Xylene, Toluene, or Gasoline; i) the disregard of manufacturer's handling procedures with respect to storing, handling and installing of roofing membrane; j) distortion, expansion or contraction of any non-published flashing design, or metal work; k) infiltration or condensation of moisture through or around the walls, coping, hardware or equipment, building structure, underlayment or surrounding materials or a lack of a needed vapor barrier; l) traffic or storage of materials upon the roof; m) damage to the roofing membrane caused by installation of roof top or through roof systems such as but not limited to, a sprinkler system, water or air conditioning equipment, antenna, frame work for signs, water tower or other such items on the roof after the installation of the roofing membrane without prior written approval of POLYGLASS; n) inadequate performance of products not supplied or furnished by POLYGLASS, including but not limited to metal work, mechanical attachments and adhesives; o) tie-ins to existing roof systems; p) environmental and airborne contaminates; q) loss in part of whole of granule or other roof surfacing materials; r) any exposed mastics or sealants; s) Damage or injury arising in any way from an actual or alleged discharge or release of any pollutant or waste; t) Damage or injury arising in any way from testing/sampling of the membrane, design and consulting errors or omissions.

POLYGLASS is not responsible for leaks resulting from water entry from any other portion of the building or structure other than as stated herein

Cancellation of Warranty: This warranty shall become null and void if any of the following work is performed without prior written approval of Polyglass: a) any alterations or repairs to the roof of any magnitude, except of an emergency nature to remedy leakage; b) subsequent work on or through the roof, or c) changes in building usage; d) change in ownership of the building; e) any unauthorized damaging activity on or to the roof.

Access to the Roof: Owner shall provide free and safe access to the roof and related premises to an authorized representative of POLYGLASS during the term of this warranty. Owner shall responsible for any and all expenses required to access roof, removing and replacing any walking pads or traffic surfaces, or other appurtenances built over the roof or other overburden if removal is necessary to investigate or repair any suspected problem in the roofing membrane. POLYGLASS retains the right to make core extractions and properly repair such extractions. The expenses for extractions are to be paid by POLYGLASS. Failure or refusal to provide such access will immediately and without other notification void all warranty coverage.

Commencement of Warranty: This warranty shall not become effective, nor will POLYGLASS have any obligation under this warranty until all monetary obligations for materials and services related to this installation or subsequent repairs, or inspections are paid in full by OWNER.

Waiver: POLYGLASS' failure at any time to enforce any conditions stated herein shall not be construed as a waiver of any provision of this warranty.

Assignment of Warranty: This warranty may be assigned by original owner only to a successive party provided a) owner shall notify POLYGLASS in writing of the new party's name and address and b) owner pays a transfer fee of $500.00 plus any out-of-pocket cost for travel, lodging and meals determined necessary by POLYGLASS to re-inspect roof prior to transfer. Upon receipt of the foregoing, POLYGLASS will advise owner within thirty (30) days of its approval of such proposed assignment.

Additional Repairs: In the event repairs are required which are not covered by this warranty, POLYGLASS will advise OWNER of such repairs to be made at OWNER's expense. If the required repairs are promptly made by OWNER, this warranty shall remain in effect for the unexpired portion of its original term. If OWNER does not make the required repairs promptly, not to exceed 30 days of being notified, this warranty shall automatically terminate without further notice from POLYGLASS.

In the event POLYGLASS pays for repairs which are required due to the acts or omissions of others, or other reasons not covered by this warranty, POLYGLASS shall be subrogated to all rights of recovery of owner to the extent of the amount of the repairs.

Because POLYGLASS does not practice Engineering or Architecture, neither the issuance of this Warranty nor any review of the Project Documents, building or other construction conditions by POLYGLASS representatives shall constitute any acceptance or implied warranty by POLYGLASS of such plans, specifications and construction, or in any way constitute an extension of the terms and conditions of this Warranty. Any roof inspections are solely for the benefit of POLYGLASS.

POLYGLASS does not supervise nor is it responsible for a roofing contractor's work except to the extent stated herein.

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The venue shall be one satisfactory to both owner and POLYGLASS.

THIS WARRANTY SUPERCEDES AND IS IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY SHALL BE OWNER'S EXCLUSIVE REMEDY AGAINST POLYGLASS OR ITS AFFILIATES WITH RESPECT TO THE ROOF, AND NEITHER POLYGLASS OR ITS AFFILIATES SHALL BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES. POLYGLASS' AGENTS HAVE NO AUTHORITY TO GIVE WARRANTIES BEYOND THOSE PROVIDED IN THIS WARRANTY.

Some states do not allow the exclusion or limitation of incidental or consequential damages or limitations on how long an implied warranty lasts so the above limitation or exclusion may not apply to you. This warranty gives you the specific legal rights and you may also have other rights which vary from state to state. All rights and duties arising under this warranty shall be governed by Florida law.

Warranty presented and determined as incomplete or inaccurate shall be considered null and void.

_____ _____

SIGNED ON BEHALF OF POLYGLASS U.S.A., INC. **DATE**

CARLISLE

GOLDEN SEAL TOTAL ROOFING SYSTEM WARRANTY

SERIAL NO. **DATE OF ISSUE:**

SAMPLE

BUILDING OWNER:
NAME OF BUILDING:
BUILDING ADDRESS:
DATE OF COMPLETION
DATE OF ACCEPTANCE BY CARLISLE:

Carlisle Roofing Systems, Inc., (Carlisle) warrants to the Building Owner **(Owner)** of the above described building, that; subject to the terms, conditions, and limitations stated in this warranty, Carlisle will repair any leak in the Carlisle Golden Seal™Total Roofing System **(Carlisle Total Roofing System)** installed by a Carlisle Authorized Roofing applicator for a period of years commencing with the date of Carlisle's acceptance of the Carlisle Total Roofing System installation. However, in no event shall Carlisle's obligations extend beyond years subsequent to the date of substantial completion of the Carlisle Total Roofing System. See below for exact date of warranty expiration.

The Carlisle Total Roofing System is defined as the following Carlisle brand materials: Membrane, Flashings, Counterflashings, Adhesives and Sealants, Insulation, Cover Boards, Fasteners, Fastener Plates, Fastening Bars, Metal Work, Insulation Adhesives, and any other Carlisle brand products utilized in this installation.

TERMS, CONDITIONS, LIMITATIONS

1. Owner shall provide Carlisle with written notice via letter, fax or email within thirty (30) days of the discovery of any leak in the Carlisle Total Roofing System. Owner should send written notice of a leak to Carlisle's Warranty Services Department at the address set forth at the bottom of this warranty. By so notifying Carlisle, the Owner authorizes Carlisle or its designee to investigate the cause of the leak. Should the investigation reveal the cause of the leak to be outside the scope of this Warranty, investigation and repair costs for this service shall be paid by the Owner.
2. If, upon inspection, Carlisle determines that the leak is caused by a defect in the Carlisle Total Roofing System's materials, or workmanship of the Carlisle Authorized Roofing Applicator in installing the same, Owner's remedies and Carlisle's liability shall be limited to Carlisle's repair of the leak.
3. This warranty shall not be applicable if, upon Carlisle's inspection, Carlisle determines that any of the following has occurred:
   (a) The Carlisle Total Roofing System (Membrane, Insulation or Accessory) is damaged by natural disasters, including, but not limited to, lightning, fire, insect infestations, earthquake, tornado, hail, hurricanes, and winds of (3 second) peak gust speeds of mph or higher measured at 10 meters above ground; or
   (b) Loss of integrity of the building envelope and, or structure including, but not limited to partial or complete loss of roof decking, wall siding, windows, doors or other envelope components or from roof damage by wind-blwon objects, or:
   (c) The Carlisle Total Roofing System is damaged by any intentional or negligent acts, accidents, misuse, abuse, vandalism, civil disobedience, or the like.
   (d) Deterioration or failure of building components, including, but not limited to, the roof substrate, walls, mortar, HVAC units, non-Carlisle brand metal work, etc., occurs and causes a leak, or otherwise damages the Carlisle Total Roofing System; or
   (e) Acids, oils, harmful chemicals and the like come in contact with the Carlisle Total Roofing System and cause a leak, or otherwise damage the Carlisle Total Roofing System.
   (f) The Carlisle Total Roofing System encounters leaks or is otherwise damaged by condensation resulting from any condition within the building that may generate moisture.
4. This Warranty shall be null and void if any of the following shall occur:
   (a) If, after installation of the Carlisle Total Roofing System by a Carlisle Authorized Roofing Applicator there are any alterations or repairs made on or through the roof or objects such as, but not limited to, structures, fixtures, solar panels, wind turbines, roof gardens or utilities are placed upon or attached to the roof without first obtaining written authorization from Carlisle; or
   (b) Failure by the Owner to use reasonable care in maintaining the roof, said maintenance to include, but not be limited to, those items listed on Carlisle's Care & Maintenance Information sheet which accompanies this Warranty.
5. Only Carlisle brand insulation products are covered by this warranty. Carlisle specifically disclaims liability, under any theory of law, for damages sustained by or caused by non-Carlisle brand insulation products.
6. During the term of this Warranty, Carlisle shall have free access to the roof during regular business hours.
7. Carlisle shall have no obligation under this Warranty while any bills for installation, supplies, service, and warranty charges have not been paid in full to the Carlisle Authorized Roofing Applicator, Carlisle, or material suppliers.
8. Carlisle's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision.
9. Carlisle shall not be responsible for the cleanliness or discoloration of the Carlisle Total Roofing System caused by environmental conditions including, but not limited to, dirt, pollutants, or biological agents.
10. Carlisle shall have no liability under any theory of law for any claims, repairs, restoration, or other damages including, but not limited to, consequential or incidental damages relating, directly or indirectly, to the presence of any irritants, contaminants, vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like in the building or in the air, land, or water serving the building.
11. This warranty is not assignable by operation of law or otherwise. Application may be made by a new building owner for reissuance of the warranty during the original warranty period. Certain procedures including, but not limited to, an inspection of the Roofing System by a Carlisle representative and fees will apply to any reissuance. Carlisle reserves the right, in its sole discretion, to refuse to reissue this warranty.

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

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

BY: Robert H. McNeill
AUTHORIZED SIGNATURE
TITLE: Director, Technical and Warranty Services
This Warranty Expires:

Limited Product Warranty on Roofing Shingles.

Limitations on the transferability of this warranty are set forth herein.

PUBLICATION DATE: May 15, 2013

Introduction
Thank you for your recent purchase of roofing shingles manufactured by Owens Corning Roofing and Asphalt, LLC ("Owens Corning"). We believe we manufacture the highest quality and most attractive shingles available anywhere, and that is why we stand behind them with one of the best warranties in the industry. We have attempted to write this warranty in clear, plain-English terms, including the limitations and restrictions, so you will fully understand the warranty we are making to you. However, the terms contained herein are subject to change without notice. If anything in this warranty is not clear to you, please call us at 1-800-ROOFING or visit our Web site at www.roofing.owenscorning.com.

Who Is Covered
Your property must be located in the United States or Canada and you must be the original consumer purchaser (i.e., the property owner, not the installer or contractor), or the first transferee from the original consumer purchaser (Owner) of one of our shingle products listed in the chart at the end of this warranty, you are entitled to the benefits of this warranty.

What Is Covered
We warrant that your Owens Corning™ shingles are free from any manufacturing defects which materially affect their performance on your roof during the Tru PROtection® coverage period or that cause leaks for the balance of the applicable warranty period.

How Long Are You Covered
The length of your warranty depends on the type of Owens Corning™ shingles you purchased. See the chart at the end of this warranty for the specific warranty period that applies to your shingles.

1. Tru PROtection® Coverage Period—During the *Tru PROtection* coverage period of this warranty, our compensation to you will be 100% of material and labor costs, as reasonably determined by Owens Corning, to repair, replace or recover defective shingles, subject to certain limitations. Our compensation will not cover any underlayment, metalwork, flashings or other related work, and we will not cover the cost to remove or dispose of your shingles. The *Tru PROtection* coverage period does not apply to Wind and Algae coverage. Please see "What About Wind Resistance" and "What About Algae Resistance" portions of this warranty for applicable coverage.
2. Prorated Period—Once the *Tru PROtection* coverage period for the Owens Corning™ shingles purchased has expired, the prorated period will begin. Material will be covered, but labor will not be covered during the prorated period, and we will take into account the number of years of use you have enjoyed from the original installation date through the date of your claim, and reduce the amount of our compensation to you accordingly. That is, we will prorate the amount of our compensation to you through the date of your claim for any manufacturing defects that cause leaks for the balance of the applicable warranty period. For example: If you have a twenty-five (25) year warranty and you make your claim anytime in the fifteenth (15th) year of the warranty, our compensation to you will be reduced by 14/25ths of the material cost at the time of purchase. For lifetime shingle coverage (for as long as owner owns home), see the "Limited Lifetime^ Shingle Proration^ Table".
3. Other Types of Structures—The coverage for all Owens Corning™ shingles offered by this warranty applies only to single family detached homes. In the instance of shingles purchased or installed upon property owned by, for example, corporations, governmental agencies, partnerships, trusts, religious organizations, schools, condominiums or cooperative housing arrangements, or installed on apartment buildings or any other type of building or premises not used by individual homeowners as their residence, the warranty period for lifetime shingles will be forty (40) years from the original installation date of the shingles, and the *Tru PROtection* coverage period will be five (5) years. For lifetime shingle coverage (for as long as owner owns home), see the "Limited Lifetime^ Shingle Proration^ Table".

Limited Lifetime^ Shingle Proration^ Table

Structure/Owner	Tru PROtection® Period Years 1–16	Prorated Period Years 11–40	Prorated Period Years 41 and Beyond
Single family detached home owned by individuals	100%	80% reduced by 2% every year thereafter until year 40	20%
Structure/Owner	**Years 1–5**	**Years 6–40**	**Years 41 and Beyond**
Any other types of structures or owners	100%	87.5% reduced by 2.5% every year thereafter until year 40	No coverage

^ For as long as owner owns home.

4. Exceptions—At all times, Owens Corning's obligation of compensation for repair, replacement, or prorated portion of the original purchase price of the defective shingles is subject to certain limitations. Owens Corning will not provide compensation for any underlayment, metalwork, flashings or other related work, and we will not compensate for the cost to remove or dispose of your shingles.
5. What About Wind Resistance—Your shingles contain asphalt sealant that requires direct warm sunlight for several days (Thermal Sealing) in order to seal properly. If your shingles are installed during a period of cool weather, they may not adequately seal until the season changes or the weather warms, and if your shingles never receive direct sunlight or are not exposed to adequate surface temperatures, they may never achieve Thermal Sealing. Prior to Thermal Sealing, your shingles are more vulnerable to blow-offs and wind damage. This is the fundamental nature of shingles and not a manufacturing defect, and we are not responsible for any blow-offs or wind damage that may occur prior to Thermal Sealing having occurred. After your shingles have achieved Thermal Sealing, however, they will be covered under this warranty if they experience blow-offs or wind damage in winds up to the levels listed in the chart at the end of this warranty. HOWEVER, THE COVERAGE AGAINST SHINGLE BLOW-OFFS OR WIND DAMAGE IS IN EFFECT FOR A PERIOD OF FIFTEEN (15) YEARS FOR LIFETIME SHINGLES AND FIVE (5) YEARS FOR ALL OTHER SHINGLES FROM THE ORIGINAL DATE OF INSTALLATION. Owens Corning will be liable only for the reasonable cost of replacing blown-off shingles (to include material and labor) and the reasonable cost of manually sealing the unsealed shingles remaining on the roof.
6. What About Algae Resistance—If the shingles that you purchased were not specifically labeled as "Algae Resistant" (AR), then any discoloration caused due to algae is not covered by this warranty as explained in the section below, "What Is Not Covered". However, if you did purchase AR shingles, they are covered for the period described in the chart at the end of this warranty (prorated after the first year) following the date of installation ("AR Warranty Period") against brown-black staining caused due to growth of blue-green algae (primarily the cyanobacteria Gloeocapsa magma). We do not cover the effects of other growth such as mold, lichen and green algae. If brown-black staining occurs during the AR Warranty Period, you will be entitled to the following remedy:
   A. **Remedy for Blue-Green Algae Growth**—If your AR shingles are discolored due to blue-green algae growth during the first year of the AR Warranty Period, we will cover the cost, including labor (such cost not to exceed the initial cost of the AR shingles plus the initial cost of installation), as reasonably determined by Owens Corning, to repair, replace or recover the affected AR shingles, subject to certain limitations. We will not cover any underlayment, metalwork, flashings or other related work, and we will not cover the cost to tear off or dispose of your AR shingles. For purposes of this AR shingle warranty, the term "repair" as used above refers to cleaning or otherwise removing any blue-green algae growth from affected AR shingles. Decisions regarding whether your AR shingles should be repaired, replaced or recovered will be made solely by Owens Corning.
   B. Proration—If your AR shingles have been installed longer than one (1) year, labor will not be covered and we will prorate your Compensation to take into account the number of full years of use that you have enjoyed from the original installation date through the date of your claim. For example: If you make your claim anytime in the fourth (4th) year of the AR warranty and the AR warranty length is ten (10) years, our Compensation to you will be reduced by 3/10ths of the reasonable material cost of the affected Owens Corning AR shingles (such cost not to exceed 7/10ths of the material cost at time of purchase of the Owens Corning™ AR shingles).

Transferability of This Warranty (Note: Based on Original Installation Date)
You can transfer this warranty one (1) time, anytime during the life of the warranty. For this warranty to be transferred, the new Owner must complete and return the attached Warranty Transfer Card, within sixty (60) days after the date of the real estate transfer to obtain the benefits of this warranty. Proof of purchase of the Owens Corning™ shingles and the installation date must be submitted at the same time. If the transfer takes place within the *Tru PROtection* Nonprorated period (see "Limited Warranty Information Table"), the second Owner is entitled to the same coverage as the original Owner. If the transfer occurs after the *Tru PROtection* Nonprorated period (see "Limited Warranty Information Table"), the balance of this warranty shall be reduced to a two (2) year period after the date of ownership change. If there is a manufacturing defect that causes leaks during this two (2) year period, our compensation to the second Owner will be based only on the reasonable cost of replacement shingles reduced by the amount of use the second (2nd) Owner and the original Owner have enjoyed from the original installation date through the date of your claim. The AR Warranty Period and Wind Warranty Period are fully transferrable. The second Owner will receive the balance of the coverage outlined in the "Limited Warranty Information Table".

What Is Not Covered
Our warranty does not cover damage to the Owens Corning™ shingles due to any cause not expressly covered herein. After our shingles leave our manufacturing facility, they are subjected to conditions and handling beyond our control that could affect their performance. This warranty does not cover any problems with nondefective shingles caused by conditions or handling beyond our control. Some examples of conditions not covered by this warranty include:

1. Acts of God, such as hail, strong storms (hurricanes) or winds over the maximum windspeed listed in the chart at the end of this warranty, or ice damming above the area covered by leak barriers or flashings.
2. Damage to or failure of the shingles as a result of damage to or the failure of the underlying roofing structure.
3. Foot traffic on your roof or damage caused by object(s) (e.g., tree branches) falling on your roof.
4. Improper or faulty installation of your shingles—installation must be in accordance with our written installation instructions and comply with local building codes.
5. Shading, or variations in the color of your shingles, or discoloration caused due to algae, fungi, lichen or cyanobacteria (unless covered under the section "What About Algae Resistance" above).
6. Inadequate ventilation or roof drainage. Some exceptions may apply. If you have questions, please contact us at 1-800-ROOFING.
7. Settlement of the structure of your property or buckling or cracking of the deck over which your shingles are installed.
8. Damage to the shingles caused by alterations made after completion of application, including structural changes, equipment installation, painting or the application of cleaning solutions, coatings, or other modifications.
9. Improper storage, handling or other conditions beyond our control.
10. Damages caused by, or the cost to repair or replace, any non-Owens Corning™ shingles.
11. Improperly designed or installed gutter or downspout systems.
12. Any costs that you incur which are not authorized in advance by Owens Corning.

Replacement Shingle Variations
As a result of our ongoing efforts to improve and enhance our shingle product line, we must reserve the right to discontinue or modify our shingles, including their colors. We are not liable to you if you make a warranty claim in the future and any replacement shingles you receive vary in color either because of normal weathering or changes in our product line. You should understand that if we replace any of your shingles under this warranty, we reserve the right to provide you with substitute shingles that are comparable only in quality and price to your original shingles.

Compensation
Under the terms of this Limited Warranty on Roofing Shingles, the manner of Compensation is at Owens Corning's sole discretion and may be issued in the form of cash settlement and/or material credit for Owens Corning™ Products to an existing supplier of Owens Corning™ Roofing materials. All costs must be pre-approved by Owens Corning. Note: The prorated material cost will be determined by the cost of the shingles at the original time of purchase.

No Modifications to this Warranty
This warranty may not be changed or modified. No one, including any representative or employee of Owens Corning and any representative or employee of a contractor or installer has authority to assume any additional liability or responsibility for Owens Corning or in any way modify or change this warranty.

Claims Process
To make a claim under this warranty, you need to do so within thirty (30) days after you discover the problem. Just call us at 1-800-ROOFING or visit us at: http://roofing.owenscorning.com/homeowner/warranty/claimform.aspx. To fully evaluate your claim, we may ask you to provide, at your expense, pictures of your shingles and/or shingle samples for us to test. If you have any questions, do not hesitate to call 1-800-ROOFING or visit our Web site at www.roofing.owenscorning.com.

Limitations
THIS WARRANTY IS EXCLUSIVE AND REPLACES ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS AND GUARANTEES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER BY STATUTE, AT LAW OR IN EQUITY AND IS LIMITED IN LENGTH TO THE EXPRESS WARRANTY PROVIDED ABOVE UNLESS A SHORTER PERIOD IS PERMITTED BY LAW.

THIS WRITTEN WARRANTY IS YOUR EXCLUSIVE WARRANTY FROM OWENS CORNING AND REPRESENTS THE SOLE REMEDY TO ANY OWNER OF OWENS CORNING™ SHINGLES. OWENS CORNING MAKES NO OTHER REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND OTHER THAN THOSE STATED EXPLICITLY HEREIN.

YOUR REMEDY FOR DEFECTIVE SHINGLES IS FULLY DESCRIBED IN THE PRECEDING SECTION, "HOW LONG ARE YOU COVERED." YOU ARE NOT ENTITLED TO ANYTHING MORE THAN WHAT IS DESCRIBED IN THAT SECTION UNLESS OTHERWISE COVERED BY AN OPTIONAL OWENS CORNING™ ENHANCED WARRANTY. WE ARE NOT RESPONSIBLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR OTHER DAMAGES OF ANY KIND INCLUDING DAMAGE TO YOUR STRUCTURE OR TO YOUR STRUCTURE'S CONTENTS WHETHER FOR BREACH OF THIS WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER CLAIMS DERIVED IN TORT OR FOR ANY OTHER CAUSE.

Some states or provinces do not allow limitations on how long an implied warranty lasts and/or do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. To the extent that this warranty is inconsistent with local law, this warranty shall be deemed modified to be consistent with such local law. This warranty gives you specific legal rights and you may also have other rights which vary from state to state or province to province. **FOR CANADA ONLY** – The terms in this warranty, except to the extent lawfully permitted, do not exclude, restrict, or modify but are in addition to any provincial laws.

Limited Warranty Information Table

	Warranty Length	Tru PROtection® Nonprorated Period	Wind Warranty Protection	Wind Warranty Length	Algae Warranty Length
Berkshire®†	Lifetime^	10 YRS	110/130 MPH**	15 YRS	15 YRS
Woodmoor®	Lifetime^	10 YRS	110/130 MPH**	15 YRS	10 YRS
Woodcrest®	Lifetime^	10 YRS	110/130 MPH**	15 YRS	10 YRS
WeatherGuard® HP‡/†††	Lifetime^	10 YRS	110/130 MPH**	15 YRS	10 YRS
Duration® Series ††	Lifetime^	10 YRS	130 MPH	15 YRS	10 YRS
Oakridge® †††	Lifetime^	10 YRS	110/130 MPH**	15 YRS	10 YRS
Supreme®	25 YRS	5 YRS	60 MPH	5 YRS	10 YRS
Classic®	20 YRS	3 YRS	60 MPH	5 YRS	

^ For as long as owner owns home.

NOTE: When properly installed, Owens Corning™ Hip & Ridge shingle warranty terms will match with the corresponding roofing shingle. (See specific Owens Corning™ Hip & Ridge shingle installation instructions for details.)

† Berkshire® Hip & Ridge is required for 15-year Algae Resistance Limited Warranty.

†† **Includes TruDefinition® Duration®; TruDefinition® Duration STORM®,‡ TruDefinition® Duration®, Designer Colors Collection, TruDefinition® Duration MAX,™ Duration® Premium Cool and Duration® Premium shingles.**

††† **Includes TruDefinition® WeatherGuard® HP, TruDefinition® Oakridge® and Oakridge® Artisan Colors shingles.**

‡ WeatherGuard® HP Hip & Ridge or ProEdge STORM® Hip & Ridge is required to complete UL 2218, Class IV impact-resistant roof system.

* 110 MPH is standard with 4-nail application. 130 MPH is applicable only with 6-nail application in accordance with installation instructions.

** 110 MPH is standard with 4-nail application. 130 MPH is applicable only with 6-nail application and Owens Corning™ Starter Shingle products application along eaves and rakes in accordance with installation instructions.

^ Proration is calculated annually based on the original installation date. There are no partial year prorations.

Name of Contractor _____ Date of Installation _____

Address _____

City _____ State _____ ZIP _____

Phone Number _____

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Malarkey

MALARKEY ROOFING SYSTEM WARRANTY

Technical Services Dept. • P.O. Box 17217 • Portland, OR 97217 • Phone: (800) 545-1191 • www.malarkeyroofing.com

Warranty No.:	**Contractor:**
Project Name:	**Address:**
Building Number:	**City, State, Zip:**
Address:	**Roof System-Spec (A):**
City, State, Zip:	**Roof System-Spec (B):**
Owner:	**Roof System-Spec (C):**
Address:	**Roof Area:**
City,State,Zip:	**Length of Warranty:**
Completion Date:	**Maximum Liability:**
Issue Date:	

A. COVERED REPAIRS

Malarkey Roofing Products (Malarkey) warrants to the above named owner that subject to the conditions and limitations contained in this agreement, the roof system specified above will remain in a watertight condition for a period of «Year» years from the COMPLETION DATE. If leaks occur, Malarkey will initiate repairs at its own expense if required as a result of the following causes ("Covered Repairs"):

1. Deterioration of the Malarkey roofing membrane or base flashing system resulting from ordinary wear and tear by the elements;
2. Workmanship on the part of the Malarkey Approved Roofing Contractor in the application of the Malarkey roofing membrane or base flashing system;
3. Blisters, bare spots, fishmouths, wrinkles or ridges in the roof system;
4. Splits in the Malarkey roofing membrane not caused by structural movement or failure or by movement of any material underlying the roofing membrane or base flashing; or
5. Slippage of the roofing membrane or base flashing.

This warranty is subject to the following additional terms and conditions:

1. This warranty applies only for pre-approved Malarkey roof membranes and Malarkey flashing products, which are applied by a Malarkey Approved Roofing Contractor and in accordance with Malarkey specifications. Such specifications will include, without limitation, use of pre-approved asphalt, base flashing systems and roof insulation (where the roof is insulated).
2. All repairs must be authorized in advance by Malarkey.
3. This warranty will not be in effect unless all premium charges relative to this warranty have been paid to Malarkey in full and all costs for installation and supplies have been paid in full to the contractor and material supplier.

B. NOTICE OF CLAIM:

Any claim under this warranty will be waived unless the owner has given Malarkey written notice within thirty (30) days after the leak is discovered or should, by reasonable diligence, have been discovered. The notice must be given in writing to Malarkey at the above address by registered or certified mail.

C. WARRANTY EXCLUSIONS:

This warranty does not cover leaks resulting from events beyond the reasonable control of Malarkey or from abuse or mistreatment; these exclusions include but are not limited to the following:

1. Natural disasters including, but not limited to floods, lightning, hail, earthquakes, wind storms, tornadoes and hurricanes;
2. Structural movement or failure or movement of any substrate material underlying the roofing membrane or base flashing, including defects in application of such substrate materials; such substrate would include but would not be limited to insulation and vapor retarders;
3. Changes in building usage, without prior written approval by Malarkey;
4. Repairs or alterations to the roof membrane after completion unless done in a manner prescribed by Malarkey and approved in writing;
5. Damage resulting from installation, alterations or repairs on or through the roof after the completion date without prior written approval by Malarkey of the methods and materials to be used and unless recommended flashing procedures are performed by a Malarkey Approved Roofing Contractor. Such installations, alterations and repairs will include, but will not be limited to signs, water towers, sprinkler systems, water or air cooling equipment, and radio or television antennae;
6. Lack of positive drainage (resulting in standing water that will not evaporate in 48 hours);
7. Movement or deterioration of metal adjacent to, built into or used in conjunction with the roofing membrane or base flashing;
8. Damage to the bituminous membrane from chemicals;
9. Building design or construction;
10. Failure of materials supplied by others;
11. Damage caused by falling objects;
12. Damage resulting from other than occasional traffic across the roof surface or from its use for a storage area, a recreational surface or other similar purposes, or;
13. Damage caused by any deliberate or negligent act in maintaining the roof.

D. LIABILITY LIMITATION:

Where there is a failure of the roof system resulting in a "Covered Repair," Malarkey will be liable only for the cost of repair of the existing roof membrane or installation of a replacement roof membrane. Such repairs or replacement must be undertaken by a Malarkey Approved Roofing Contractor and all repair costs must be approved by Malarkey in advance. Malarkey will not be liable for damages to other components of the roof or to the building or contents; or for incidental or consequential damages; or for special, direct or punitive damages resulting from the failure of the roof system.

E. DISCLAIMER OF IMPLIED WARRANTIES:

Malarkey is not liable for any warranty of merchantability or fitness for a particular use or purpose and this warranty is in lieu of and excludes all other warranties, guarantees or obligations. Malarkey's sole liability resulting from any failure of the roof system will be the cost of repairs or replacement as specified herein.

F. TRANSFER OF WARRANTY:

This warranty is transferable provided Malarkey is notified by the original owner at least seven (7) days prior to transfer. A roof inspection will be scheduled by Malarkey at that time. Any repairs found to be required as a result of this inspection will be paid for by the owner. Once such repairs have been completed by a Malarkey Approved Roofing Contractor, warranty transfer will be completed after payment of a transfer fee.

G. RENEWAL OPTION:

At the end of the initial «Year» year period, the owner shall have the option to renew this warranty for an additional «ExTenWarr» years under the following conditions:

1. During the «Year» year of this warranty, if the owner of the building so requests, Malarkey will inspect the roof and issue to the owner a report on the condition of the roof, outlining repair work that should be done;
2. If the owner elects to exercise his option to renew this contract, he shall perform or arrange to have performed by a Malarkey Approved Contractor at owner's sole expense, the repair work described in the report and shall pay for repairs and will notify Malarkey upon completion of this work. Such work must be completed, renewal payment made and notification given to Malarkey no later than ninety (90) days after the expiration of this initial warranty;
3. Upon payment of a charge which shall not exceed Malarkey's then current initial warranty charge, the roof will be reinspected by Malarkey and, if found to be acceptable, this warranty will be extended for an additional «ExTenWarr» years;
4. All conditions of this warranty, except this section G, shall apply for the renewal period.

In Witness Whereof: Malarkey Roofing Products has caused this warranty to be duly executed on the date set forth above.
Attest:

_____
Signing Officer John Kouba

By _____
President Michael O. Malarkey

MALARKEY ROOFING PRODUCTS

Malarkey

MALARKEY STEEP SLOPE SYSTEM WARRANTY

Technical Services Dept. • P.O. Box 17217 • Portland, OR 97217 • Phone: (503) 283-1191 • www.malarkeyroofing.com

Warranty No.:	**Contractor:**
Project Name:	**Address:**
Building Number:	**City, State, Zip:**
Address:	**Roof System-Spec (A):**
City, State, Zip:	**Roof System-Spec (B):**
OWNER:	**Roof System-Spec (C):**
Address:	**Roof Area:**
City,State,Zip:	**Length of Warranty:**
Completion Date:	**Maximum Liability:**
Issue Date:	

A. COVERED REPAIRS

The Malarkey Roofing Products (Malarkey) warrants to the above named owner that subject to the conditions and limitations contained in this agreement, the roofing system specified above will remain in a water tight condition for the above listed period of years from the COMPLETION DATE. If leaks occur, Malarkey will initiate repairs at its own expense as a result of the following causes ("Covered Repairs"):

1. Deterioration of the Malarkey shingle roof system from ordinary wear and tear by the elements;
2. Workmanship on the part of the Malarkey Approved Roofing Contractor in the application of the Malarkey roofing shingle system;
3. Splits in the Malarkey roofing shingle unless caused by structural movement or failure or by movement of any material underlying the roofing shingle system; or
4. Slippage of the roofing shingles.

This warranty is subject to the following additional terms and conditions:

1. This warranty applies only for pre-approved Malarkey roofing shingle systems which are applied by a Malarkey Approved Roofing Contractor in accordance with the then current Malarkey specifications. Such specifications will include, without limitation, use of pre-approved fasteners, underlayment and other associated products for the shingle system.
2. All repairs must be authorized in advance by Malarkey.
3. This warranty will not be in effect unless all premium charges relative to this warranty have been paid to Malarkey in full and all costs for installation and supplies have been paid in full to the contractor and material supplier.

B. NOTICE OF CLAIM

Any claim under this warranty will be waived unless the owner has given Malarkey written notice within thirty (30) days after the leak is discovered or should, by reasonable diligence, have been discovered. The notice must be given in writing to Malarkey at the above address by registered or certified mail.

C. WARRANTY EXCLUSIONS

This warranty does not cover leaks resulting from events beyond the reasonable control of Malarkey or from abuse or mistreatment. These exclusions include, but are not limited to the following:

1. Natural disasters including, but not limited to flood, lightning, hail, earthquakes, wind storms, tornadoes and hurricanes;
2. Structural movement or failure or movement of any substrate material underlying the roofing system or flashings, including defects in application of such substrate materials; such substrate would include but would not be limited to insulation vapor barriers and underlayments;
3. Changes in building usage, without prior written approval by Malarkey;
4. Repairs or alterations to the roofing system after completion unless done in a manner prescribed by Malarkey and approved in writing prior to the repair or alteration being performed.
5. Damage resulting from installation, alterations or repairs on or through the roof after the completion date without prior written approval by Malarkey of the method and materials to be used and unless recommended procedures are performed by a Malarkey Approved Roofing Contractor. Such installations, alterations and repairs will include, but will not be limited to signs, water towers, sprinkler systems, water or cooling equipment, radio and television antennae and satellite dishes.
6. Movement or deterioration of metal adjacent to, built into or used in conjunction with the roofing system.
7. Damage to the roofing system from chemicals;
8. Building design or construction;
9. Failure of materials supplied by others;
10. Damage caused by falling objects;
11. Damage resulting from other than occasional traffic across the roof surface;
12. Damage caused by any deliberate or negligent act in maintaining the roof.
13. Variation in color (shading) which may occur from the positioning of colored granules in the shingle;
14. Granule sloughing due to excessive amount of granules on the shingles;

D. LIABILITY LIMITATION

Where there is a failure of the roofing system resulting in a "Covered Repair," Malarkey will be liable only for the cost of repair of the existing roof system or installation of a replacement roof system. Such repairs or replacement must be undertaken by a Malarkey Approved Roofing Contractor and all repair costs must be approved by Malarkey in advance. Malarkey will not be liable for damages to other components of the roof or to the building or contents; or for incidental or consequential damages; or for special, direct or punitive damages resulting from the failure of the roof system.

E. DISCLAIMER OF IMPLIED WARRANTIES

Malarkey is not liable for any warranty of merchantability or fitness for a particular use or purpose and this warranty is in lieu of and excludes all other warranties, guarantees or obligations.

F. ADDITIONAL COVERAGES

1. Wind: Malarkey warrants that for the first five (5) years from the date of installation, these shingles will resist damages from winds up to 100 / 110 mph.
2. Standard Malarkey Warranty: At the end of this warranty period, the warranty will revert to the then standard Malarkey shingle warranty for the duration of that warranty period, as defined by the type of shingle installed, and all standard terms and conditions of that warranty will apply.
3. Algae Block: Malarkey warrants that when using the Scotchgard™ Algae Resistant Roofing System, it will resist discoloration or staining due to algae growth which causes an obvious and unsightly appearance on the granules, for a period of 20 years from the date of installation, subject to the conditions and limitations listed above and on the shingle material warranty.

G. TRANSFER OPTION

This warranty is transferable provided Malarkey is notified by the original owner at least seven (7) days prior to transfer. A roof inspection will be scheduled by Malarkey at that time. Any repairs found to be required as a result of this inspection will be approved and paid for by the owner. Once such maintenance and/or repairs have been completed by a Malarkey Approved Roofing Contractor, warranty transfer will be completed after payment of a transfer fee.

Attest:

_____

Signing Officer John Kouba

By _____

President Michael O. Malarkey

MALARKEY ROOFING PRODUCTS

KM Coatings Mfg., Inc.

WARRANTY - 10 YEARS

This ten year material warranty is only available through contractors who have obtained certification as a KM Coatings Approved Applicator. Warranty coverage is subject to the terms and conditions of the KM Coatings Approved Applicator Agreement. An installation labor warranty may be provided by the Applicator.

KM Coatings Mfg., Inc. of Phoenix, Arizona does hereby warrant to the building owner, Primebase, Finalcoat, Xtreme Finalcoat, Finalguard, Pro-Guard, Arctic Cap, Foamguard, Acrylicaulk, KM-#298 and KM-PS#250 HS White Silicone to be free from manufacturers' defects for a period of ten years. Our products shall not be warranted unless applied in accordance with the manufacturer's printed specifications and instructions and is applied by an Applicator approved by KM Coatings, Mfg., Inc.

Written notice of claims and an authorized copy of the Warranty must be sent to KM Coatings Mfg., Inc. within (10) ten days of a roofing system failure. The Manufacturer reserves the right to examine and test any such systems failure. The Manufacturer reserves the right to examine and test any such system failures prior to settlement and may elect to either repair or replace the defective product at our option. The Manufacturer shall not be liable for consequential damages of any kind. Manufacturers' defects do not include deterioration of the coating due to non-draining or ponding water condition. Ponding water is defined as a pond of water that stands continuously without running off naturally or evaporating within 48 hours. The Manufacturer does not warranty against defective installation, abuse, neglect, structural or substrate failure, excessive foot traffic or acts of God, war or civil disturbance. The product shall be used as supplied by the Manufacturer and shall not be thinned or altered in any way. The warranties contained herein are the only warranties made by the Manufacturer, and no other warranties, expressed or implied, are given on these products.

A Warranty Registration Request Form must be completed and submitted to KM Coatings by the Approved Applicator within (30) days of the project completion date in order to obtain Warranty coverage. The Building Owner shall contact the Approved Applicator, of whom initially installed the KM Coatings Mfg., Inc. System, prior to the processing of any warranty claim. Failure to do so will render Warranty null and void. Warranty is transferable.

Ten Year Warranty Registration

Roofing Contractor:	**Building Owner:**
Contact:	**Contact:**
Address:	**Address:**
Phone:	**Phone:**
Fax:	**Fax:**
Project Name:	**KM Coatings Mfg., Inc.**
Address:	**KM Representative:**
	Title:
	Date:
Type of Installation:	
Square Feet:	**Registration Number:**
Project Completion Date:	**Warranty Expiration Date:**

I hereby certify that the above project was completed in accordance with the terms and condition of the KM Coatings Application Instructions including proper surface preparation and coating thickness.

Roofing Contractor:	**Contractor's Signature:**
Date:	**Title:**

SAMPLE

1719 West Buchanan Street, Phoenix, Arizona 85007-3333
Office: (602) 253-1168 Fax: (602) 258-1887 Toll Free 1-800-982-6899
THE LAST ROOF YOU'LL EVER NEED!

LIFETIME TRANSFERABLE LIMITED PRODUCT WARRANTY

THIS LIMITED WARRANTY COVERS STRUCTURAL INTEGRITY AND SPECIFIC MANUFACTURING DEFECTS OF INDIVIDUAL ROOF TILES ONLY, AS DESCRIBED BELOW. EAGLE ROOFING PRODUCTS DOES NOT WARRANT INSTALLATION METHODS, MATERIALS OR LABOR PROVIDED BY OTHERS.

EAGLE Roofing Products ("Manufacturer"), subject to the terms of this entire instrument, warrants to the original registered consumer purchaser and the first subsequent owner throughout the duration of their ownership, that EAGLE Roofing Tiles installed on the structure listed below shall not allow the passage of water through the body of the tile due to:

A. Structural deterioration of the tile caused by normal exposure to the elements, or
B. Latent or concealed manufacturing defects in the tile.

Manufacturer reserves the right to inspect the premises and/or receive tiles from structure owner taken from subject roof for testing prior to settlement of any claim.

To determine resistance to the passage of water through roof tile, refer to ASTM C 1492 (standard Specification for Concrete Roof Tile), specifically, 7.4 (Transverse Strength), and/or 7.5 (Permeability). Manufacturer will furnish tiles and/or their cash value for defective tiles when they do not pass either of these tests when conducted according to the specification and methods listed in ASTM C 1492, in effect on date of original installation. Test to be conducted and evaluated by an ICC ES recognized, certified testing agency and/or EAGLE Roofing Products.

Within 90 days from the date of inspection and/or testing, EAGLE Roofing Products will provide to the registered Warranty holder either (i) replacement tile, matching color, shape and texture as close to original as is currently available, or (ii) the cash value of replacement tile, with respect to any tile that exhibits a verifiable manufacturing defect for which warranty protection is provided hereunder.

During the first twenty five (25) years following original installation, provided all of the conditions of this Warranty are met, Manufacturer will also pay for reasonable costs associated with labor to remove any defective tiles, loading and installation of replacement tiles, freight, underlayment, nails and other accessory materials required by local building codes, when verified manufacturing defects cause intrusion of water into structure.

Manufacturer will furnish replacement tile, but will not pay associated labor costs per above where tiles are found to have exhibited obvious manufacturing defects prior to installation.

IN THE EVENT THIS WARRANTY CERTIFICATE HAS NOT BEEN PROPERLY REGISTERED, THE DURATION OF THIS EXPRESS LIMITED WARRANTY, INCLUDING THE WARRANTY FOR LABOR, SHALL BE LIMITED TO TWO (2) YEARS FROM DATE OF ORIGINAL INSTALLATION.

Subsequent owner must notify Manufacturer within 90 days from the date of purchase of the structure listed below by providing information requested on the Transfer of Warranty notice, attached, and forward same to the address shown. The Warranty shall automatically expire ninety (90) days from the date of purchase without such notification.

Except for the Limited Warranty expressed above, Manufacturer makes no representation or warranty of any kind, whatsoever, express or implied, and all warranties of merchantability, fitness for a particular purpose, and other warranties of whatever kind, are hereby expressly disclaimed by Manufacturer and excluded. Specific exclusions include any representation or warranty relating to color, surface cracking, chipping or surface delaminating, defects or failure of other materials used as components of the roof or structure, installation not in accordance with TRI (Tile Roofing Institute) Installation Manuals or local building codes at the time of installation, damage to the tile cause by roof traffic, failure to comply with the recommendations set forth under "Owner Information", printed on the reverse side of the Warranty, or foreign objects falling on the roof, ice build-up and damage to the tile or structure caused by corrosives, fire, hurricanes, hail, tornadoes, earthquakes or other acts of God.

EAGLE ROOFING PRODUCTS SHALL NOT BE LIABLE FOR ANY INJURY OR DAMAGE TO THE STRUCTURE UPON WHICH THE EAGLE ROOFING PRODUCTS HAVE BEEN APPLIED (INCLUDING ANY PROPERTY LOCATED THEREIN), OR TO PERSONS ARISING OUT OF THE USE, INTENDED USE, INSTALLATION OR APPLICATION OF SAID PRODUCTS. THIS WARRANTY SPECIFICALLY EXCLUDES ANY AND ALL DAMAGES TO PERSONS OR PROPERTY WHICH RESULTS FROM THE PASSAGE OF WATER THROUGH THE BODY OF THE TILE.

EAGLE ROOFING PRODUCTS SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FROM LOSS OF PROFITS OR REVENUES, LOSS OF DATA, LOSS OF TIME, OR OTHER PECUNIARY LOSS) ARISING OUT OF ANY DEFECT IN THE TILES COVERED BY THIS WARRANTY. ALL SUCH DAMAGES AND EXPENSES ARE HEREBY EXCLUDED.

If the law of your state prohibits the exclusion of such damages and expenses, then such damages and expenses are hereby limited, but in no event shall liability of EAGLE Roofing Products exceed the original cost of installation. Some states do no allow the exclusions or limitations of incidental or consequential damage, thus, the above limitation or exclusion may not apply to you.

This Limited Warranty gives you specific legal rights, and you may have other rights which vary from state to state.

XX-XXXXXX

NAME OF BUILDER: _____

NAME OF ROOFING CONTRACTOR: _____

DATE OF ROOFING INSTALLATION: _____

STYLE AND COLOR INSTALLED: _____

INSTALLATION STRUCTURE ADDRESS: _____

BITEC
BITUMEN TECHNOLOGY TM

B- Nº 61061
WARRANTY NO.

LIMITED TWELVE-YEAR MATERIAL WARRANTY

BITEC, INC. (hereinafter referred to as the "Company"), warrants that the manufactured modified bitumen waterproofing roofing product, (hereinafter referred to as the "Membrane"), identified by use on the opposite side hereof, at the time of installation, shall conform to the published specifications of the Company and is subject to the conditions, terms and limitations set forth in this warranty.

LIABILITIES The "Company" warrants that the "Membrane", provided that such "Membrane" has been stored, handled, and that the installation meets or exceeds the "Company" published use, and is installed in accordance with governing industry standards; shall be free of manufacturing defects and will remain free for the periods as set forth below.

LIMITATIONS If manufacturing defects should cause the "Membrane" to lose its watertight integrity during the 12 year warranty period, the "Company", at its sole option, will (1) refund to the owner a portion of the original purchase cost of the "Membrane" or (2) replace a portion of the "Membrane" according to the following schedule, providing none of the Exclusions from Warranty listed thereafter prevail.

Years Of Service	"Membrane" Percentage Of Refund/Replacement
Year 1-2	100%
" 3-4	80%
" 5	70%
" 6	60%
" 7	50%
" 8	40%
" 9	30%
" 10	20%
" 11-12	10%

The "Company's" obligation to refund to the owner a portion of the "Membrane's" original cost, or the replacement of a portion of the "Membrane", in accordance with the terms set forth above, shall be the sole and exclusive remedy of the owner, and the owner shall not be entitled to additional remedies, expressly waiving any and all other claims for damages, being direct or indirect, consequential or incidental, including but not expressly limited to the following: property damage, personal injury, damage to the owner or third parties, and/or loss of business or profit. Some states/provinces do not allow the exclusion or limitation of incidental or consequential damages so the above limitations and remedies may not apply to you. This warranty gives you specific legal rights. You may have others which vary from state to state or province to province. This warranty is expressly in lieu of any and all other warranties, expressed or implied, including the implied warranties of merchantability or fitness for a particular use or purpose.

BITEC, INC. shall not be liable for, and this Warranty does not cover leaks resulting from any one or more of the following causes, including but not limited to:

A. Damage caused by windstorms, hailstorms, hurricanes, tornados, gales, lightning, earthquakes, fire, explosions, food, chemical attack, solid objects falling on the roof, traffic or storage of materials on the roof, Acts of God, wear through misuse or abuse, damage physically inflicted through accidents or man-made causes, riots, vandalism or war.

B. Defects in, failure of or improper application, construction or design of any roof installation, roof deck, roof insulation, or any other material used as the base over which the roof is applied.

C. Movement or deterioration including but not limited to any expansion or contraction, of any sheet metal or other material used in conjunction with the BITEC, INC. membrane.

D. Any major changes in the principal usage or ownership of the building unless approved in advance, in writing, by BITEC, INC.

E. Damage to the roof caused by settlement, distortion failure or cracking of the roof deck, walls, or foundation of a building or defects or failures of copings or any part of the building structure.

(Continued, opposite side)

F. Moisture entering the roofing system through the walls, rooftop hardware or equipment, copings or any part of the building structure.

G. Damage to the BITEC, INC. membrane resulting from lack of positive drainage.

H. Repair of metal work or flashing receptacles or other materials furnished by others and such damage as may result from the application or failure of these materials.

I. Roofs installed over cold storage or freezer compartments shall not be covered under this Warranty.

J. Chemical attacks, exposure to any ionized radiation, or contamination from any hazardous substance or waste.

K. Repairs performed or materials furnished by others besides those authorized by BITEC, INC. in correcting leaks in the roof.

L. Improper maintenance or correction of condition other than leaks.

BITEC will issue the above described warranty upon completion of the said installed roof in compliance with BITEC specifications and warranty terms, the Warranty covering the "Membrane" materials will be issued to the Owner as provided hereunder. To validate this warranty, all registration information requested must be completed and mailed to BITEC's general offices within thirty (30) days after job completion. Notification of any manufacturing defect must be submitted to BITEC's general offices within five (5) days after discovery of any such defect. The issued certificate number shall be referred to in all correspondence. This warranty is transferable or assignable only with the prior written approval of BITEC's Manager of Technical Services, and payment of applicable transfer fee.

No representative, employee, agent of BITEC, INC. or any other person has the authority to assume for BITEC, INC. any additional or other liability or responsibility in connection with the "Membrane" described above, except as set forth below:

BITEC, INC. shall not be responsible for or liable for any change and/or amendment to its warranty provisions contained herein, unless the said change and/or amendment is approved in writing by an authorized officer of BITEC, INC.

Owner's Name _____

Address of Building _____

City _____ State _____ Zip _____

Specification Number _____ Completion Date _____ Product Used _____

Number of Rolls _____ Material Purchased From _____

Principal Building Usage _____

Name of Applicator _____ Address _____

MAINTENANCE RECOMMENDATIONS

BITEC, INC. is proud to have provided your building with the finest advanced technology waterproofing membrane available, and offers the following industry accepted guidelines to protect your investment. BITEC, recommends as the building owner you implement the following:

(1) Provide a roof inspection every six (6) months to remove any debris and insure proper drainage by cleaning the scuppers and roof drains.

(2) If your roof system was surfaced with a reflective coating, a periodic recoating will protect the membrane and reduce energy cost.

(3) Restrict roof traffic to a minimum, and inform necessary trades requiring access to the roof deck to be very careful to protect the roof membrane from falling objects, or solvent spills.

(4) Do not allow materials to be stored or transported over the completed roof deck areas.

(5) As a reminder, all additions of equipment, deck penetrations or any change requiring cutting through the BITEC membrane must have prior approval of BITEC, INC. and the work must be completed by a BITEC Authorized Roofing Contractor to maintain the validity of the Warranty.

(6) A BITEC, INC. Authorized Roofing Contractor knows his products and is willing to serve you, with your maintenance programs.

the building upon which the Shingles are installed, the date the Shingles were installed, and the date of the transfer. The Owner may transfer this Limited Warranty only one (1) time. Except for one transfer to a Purchaser as stated above, this Limited Warranty may not be sold, assigned or transferred in any manner whatsoever. Neither a Purchaser nor any other person may transfer this Limited Warranty. Except as set forth in this paragraph, any assignment, sale or transfer of this Limited Warranty or the building to which the TAMKO Shingles are applied shall immediately terminate all obligations of TAMKO for the Shingles. all warranties contained herein or hereunder and any applicable implied warranties and conditions including warranties or conditions of merchantability and fitness for a particular purpose.

MANDATORY BINDING ARBITRATION: EVERY CLAIM, CONTROVERSY, OR DISPUTE OF ANY KIND WHATSOEVER (EACH AN "ACTION") BETWEEN YOU AND TAMKO (INCLUDING ANY OF TAMKO'S EMPLOYEES AND AGENTS) RELATING TO OR ARISING OUT OF THE PRODUCT SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION, REGARDLESS OF WHETHER THE ACTION SOUNDS IN WARRANTY, CONTRACT, STATUTE OR ANY OTHER LEGAL OR EQUITABLE THEORY. TO ARBITRATE AN ACTION AGAINST TAMKO, YOU MUST INITIATE THE ARBITRATION IN ACCORDANCE WITH THE APPLICABLE RULES OF ARBITRATION OF THE JUDICIAL ARBITRATION AND MEDIATION SERVICE OR OTHER ARBITRATION SERVICE AGREED TO IN WRITING BY TAMKO, AND PROVIDE WRITTEN NOTICE TO TAMKO BY CERTIFIED MAIL AT P.O. BOX 1404, JOPLIN, MISSOURI 64802 WITHIN ONE YEAR FOLLOWING THE DISCOVERY OF THE LEAK.

ANY ACTION BROUGHT BY YOU AGAINST TAMKO WILL BE ARBITRATED (OR, IF ARBITRATION OF THE ACTION IS NOT PERMITTED BY LAW, LITIGATED) INDIVIDUALLY AND YOU WILL NOT CONSOLIDATE, OR SEEK CLASS TREATMENT FOR, ANY ACTION UNLESS PREVIOUSLY AGREED TO IN WRITING BY BOTH TAMKO AND YOU.

LEGAL REMEDIES: REMEDIES FOR BREACH OF THIS LIMITED WARRANTY OR ANY IMPLIED WARRANTY ARE FAILURE OF A REPRESENTATIVE SOLD BY DISTRIBUTORS AVAILABLE TO THE BUYER OR ANY OTHER PERSON OR ENTITY, INCLUDING ANY MORTGAGEE, INSURER, OR OTHER PARTY IN ELITE TEST. OBLIGATIONS SET FORTH IN THIS LIMITED WARRANTY ARE EXPRESSLY FILED IN LIEU OF ALL OTHER OBLIGATIONS, GUARANTEES, WARRANTIES, AND CONDITIONS EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ANY OTHER OBLIGATIONS OR LIABILITY ON THE PART OF TAMKO BUILDING PRODUCTS, INC. IN NO EVENT SHALL TAMKO BE LIABLE FOR DIRECT OR INDIRECT POST-ROOFING DAMAGES, OR FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND INCLUDING WITHOUT LIMITATION, DAMAGES TO THE INTERIOR OR CONTENTS OF ANY BUILDING WHETHER BASED UPON THIS WARRANTY, EXPRESS OR IMPLIED, STRICT LIABILITY, TORT OR OTHERWISE, EVEN IF TAMKO HAS BEEN ADVISED OF SUCH DAMAGES. SOME STATES DO NOT ALLOW EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. INVALIDITY, UNENFORCEABILITY OR ANY PROVISION HEREIN SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF ANY OTHER PROVISION, AND THIS SHALL REMAIN IN FULL FORCE AND EFFECT. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

(continued on Page 7)

SUCH STATUTORY CLAIMS, IMPLIED WARRANTIES AND CONDITIONS AND ALL RIGHTS TO BRING ACTIONS FOR BREACH THEREOF EXPIRE ONE YEAR (OR SUCH LONGER PERIOD OF TIME IF MANDATED BY APPLICABLE LAWS) AFTER THE DATE OF PURCHASE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

NO REPRESENTATIVE, EMPLOYEE OR OTHER AGENT OF TAMKO, OR ANY PERSON OTHER THAN TAMKO'S PRESIDENT, HAS AUTHORITY TO MODIFY OR WAIVE ANY PROVISIONS OF THIS LIMITED WARRANTY OR ASSUME FOR TAMKO ANY ADDITIONAL OBLIGATIONS OR RESPONSIBILITY IN CONNECTION WITH THE SHINGLES EXCEPT AS DESCRIBED ABOVE.

This form is not to be copied or reproduced in any manner. This Limited Warranty applies to TAMKO fiberglass Shingles sold on or after October 9, 2013. The Limited Warranty for your Shingles is the version in effect on the date of retail purchase.

IF YOU ARE NOT SATISFIED WITH THE TERMS AND CONDITIONS OF THIS LIMITED WARRANTY, RETURN ALL UNOPENED MARKETABLE PRODUCTS TO THE ORIGINAL PLACE OF PURCHASE FOR A REFUND.

TAMKO®
BUILDING PRODUCTS

LIMITED WARRANTY INFORMATION
(To be completed by Owner and Contractor)

Owner's Name _____

Address Where Applied _____

City _____

State _____ Zip _____

Type of TAMKO Shingle applied:

☐ TAMKO Glass-Seal	240 Months (20 Year) Limited Warranty
☐ TAMKO Elite Glass-Seal	300 Months (25 Year) Limited Warranty
☐ TAMKO Heritage	360 Months (30 Year) Limited Warranty
☐ TAMKO Heritage IR[1]	360 Months (30 Year) Limited Warranty
☐ TAMKO Heritage Woodgate	360 Months (30 Year) Limited Warranty
☐ TAMKO Heritage Premium	600 Months (50 Year) Limited Warranty
☐ TAMKO Heritage Vintage	600 Months (50 Year) Limited Warranty

Number of Sales Squares _____

Color _____

Date of application of Shingles _____

Total cost of Shingles _____

Total cost of Shingle application _____

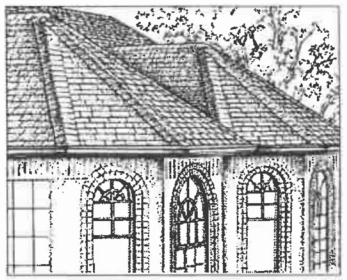
Contractor's Name _____

Contractor's Signature _____

Date _____

RETAIN THIS LIMITED WARRANTY AND YOUR CONTRACTOR'S RECEIPT(S) FOR FUTURE REFERENCE.

11/19/13 JP21371



BUILDING PRODUCTS FOR THE PROFESSIONAL.

Since 1944, building professionals and homeowners have looked to TAMKO for quality products that are built to perform. Our extensive line of residential products includes: Heritage® series and Vintage® laminated asphalt shingles, 3-tab shingles, MetalWorks® steel shingles, EverGrain® and EverGrain® Envision® composite decking, Elements® dockboards, Tam-Rail® and Marquee Railing®, rolled roofing products, waterproofing materials, ventilation products and asbestos-free cements and coatings. Each of these products delivers TAMKO quality and performance.

TAMKO®
BUILDING PRODUCTS

P.O. Box 1404
Joplin, MO 64802-1404 USA
tamko.com

TAMKO®, Elements®, Elite Glass-Seal®, EverGrain®, Envision®, Heritage®, Marquee Railing®, MetalWorks®, Tam-Rail®, Vintage® and Woodgate® are registered trademarks of TAMKO Building Products, Inc.
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TAMKO®
BUILDING PRODUCTS

Heritage® Vintage®
Heritage® Premium
Heritage® Woodgate®
Heritage® IR[1]
Heritage®
Elite Glass-Seal®
Glass-Seal

FIBERGLASS SHINGLES LIMITED WARRANTY

TAMKO®

BUILDING PRODUCTS

The Owner of Heritage, Heritage IR[1], Heritage Woodgate, Heritage Premium and Heritage Vintage shingles may transfer this Limited Warranty one time during the first five (5) years of the Term to a Purchaser. The Owner of Elite Glass-Seal and Glass-Seal shingles may transfer this Limited Warranty one time during the first two (2) years of the Term to a Purchaser. No other transfers are permitted.

The Limited Warranty for your Shingles is the version in effect on the date of retail purchase. Information included in this version of the Limited Warranty was current at time of printing. To obtain a copy of the most current version of this Limited Warranty, visit us online at tamko.com or call us at 800-641-4691.

FIBERGLASS/ASPHALT SHINGLE
LIMITED WARRANTY

THIS LIMITED WARRANTY APPLIES ONLY TO PRODUCTS INSTALLED IN THE FORTY-EIGHT CONTIGUOUS UNITED STATES AND CANADA (EXCLUDING QUEBEC AND NEW BRUNSWICK). ALL PRODUCTS INSTALLED IN LOCATIONS WHERE THIS LIMITED WARRANTY DOES NOT APPLY ARE SOLD "AS IS" AND WITHOUT WARRANTY OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

How Long Will Your Shingles Last: It is natural for your roof to age. The process begins as soon as your Shingles are installed and exposed to the harsh elements of nature. The length of time your Shingles will continue to perform their intended purpose of shedding water will depend on many factors, including weather, snow, intensity of ultra-violet radiation from the sun, pollution, and debris from nearby trees. Because no two buildings experience these and other aging factors in the same way, it is difficult to accurately predict the period of time your Shingles will last. This Limited Warranty, subject to its terms and conditions, provides you a remedy during the Term (as defined below) in the event a manufacturing defect causes your Shingles to fail to perform their intended purpose of shedding water.

Definitions - In this Limited Warranty certain capitalized words have specific meanings:

"Algae Relief" means Shingles which are covered by an Algae Cleaning Limited Warranty that provides for cleaning of discoloration caused by certain algae growth. All Heritage Vintage, Heritage Premium, Heritage Woodgate, Heritage IR, Heritage and Elite Glass-Seal Shingles come with the Algae Relief - Algae Cleaning Limited Warranty feature. Tuscaloosa produced Glass-Seal Shingles also come with the Algae Relief - Algae Cleaning Limited Warranty feature. Only shingles designated in this paragraph as having the Algae Relief feature are covered by an Algae Cleaning Limited Warranty.

"Full Start Period" means the initial period of the Term during which

(continued on Page 2)

TAMKO's obligation is not prorated and includes the reasonable cost of labor. The length of the Full Start Period is listed in Table 1.

"High Wind Application" means application of Heritage, Heritage IR, Heritage Woodgate, Heritage Premium and Heritage Vintage Shingles in strict accordance with application instructions printed on the wrapper with the Shingles installed with six (6) fasteners in the locations specified for high wind application, and using TAMKO starter shingles at eaves and rakes. See local building codes for additional nailing requirements. If High Wind Application requirements are not followed, the Standard Application Wind Warranty (as set forth below) wind velocity applies.

"Labor Payment Certificate" means a certificate issued by TAMKO that may be redeemed to pay some or all of the reasonable cost of labor for roof repairs, cleaning algae from the roof, or replacement of any defective Shingles according to this Limited Warranty.

"Material Certificate" means a certificate issued by TAMKO and redeemable at participating distributors for a stated quantity of replacement shingles of the same type and color as the defective Shingles which are to be replaced. If shingles of the same type or color are no longer available, the Material Certificate will be for the closest TAMKO substitute available. Replacement shingles may not match the original shingles due to many factors, including but not limited to, normal weathering and manufacturing conditions.

"Maximum Obligation" means the obligation of TAMKO described in the paragraphs titled "TAMKO Full Start Period" and "After the Full Start Period," whichever is applicable.

"Owner" means the owner of the building at the time the Shingles are installed on that building. If you purchase a new residence and are the first person to occupy the residence after its construction, TAMKO will consider you to be the Owner even though the Shingles were already installed.

"Purchaser" means someone who purchases from the Owner the building upon which the Shingles are installed, but only if the purchase occurs within the first five (5) years for Heritage, Heritage IR, Heritage Woodgate, Heritage Premium and Heritage Vintage Shingles or within the first two (2) years for Elite Glass-Seal and Glass-Seal Shingles and the Owner and Purchaser comply with the requirements in this Limited Warranty in the section labeled "Transferability."

"Sales Square" means 98.4 square feet for Heritage, Heritage IR, Heritage Woodgate and Heritage Premium shingles produced in Tuscaloosa AL, Dallas TX, Phillipsburg KS, or Joplin MO and metric sized Heritage shingles produced in Frederick MD. "Sales Square" means 98.5 square feet for standard size Heritage and Heritage Woodgate, and 100 square feet for standard size Heritage Premium shingles produced in Frederick MD. "Sales Square" means 100 square feet for Heritage Vintage shingles produced in Phillipsburg KS. "Sales Square" means 100 square feet for Elite-Glass Seal and Glass-Seal shingles produced in Frederick MD, Tuscaloosa AL, and Joplin MO.

"Shingles" means the TAMKO shingles identified in this Limited Warranty which were installed on a building owned by the Owner.

"TAMKO" means TAMKO Building Products, Inc.

"Term" means the period of time this Limited Warranty lasts. The Term begins on the date of retail purchase of the Shingles and continues, unless sooner terminated, for the number of months set forth in Table 1.

TABLE 1

SHINGLE	TERM	FULL START PERIOD	STD APPLICATION WIND WARRANTY MPH	HIGH WIND APPLICATION WARRANTY MPH	LIMITED WIND WARRANTY TERM
Glass-Seal	240 months	3 yrs	60	—	5 yrs
Elite Glass-Seal	300 months	5 yrs	60	—	5 yrs
Heritage	360 months	15 yrs	110	130	15 yrs
Heritage IR†	360 months	15 yrs	110	130	15 yrs
Heritage Woodgate	360 months	15 yrs	110	130	15 yrs
Heritage Premium	600 months	20 yrs	110	130	15 yrs
Heritage Vintage	600 months	20 yrs	110	130	15 yrs

† COMPLIANCE TESTING FOR U.L. 2218 CLASS 4 IMPACT RESISTANCE OCCURS IN A LABORATORY SETTING AND MAY NOT BE EQUIVALENT TO REAL-WORLD EXPOSURE TO WEATHERING CONDITIONS, INCLUDING HAIL STORMS. TAMKO DOES NOT WARRANT AGAINST DAMAGE BY HAIL.

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Glass-Seal

TAMKO Full Start Period: If, during the Full Start Period, Shingles that have been installed in strict accordance with the application instructions printed on the wrapper are determined to have manufacturing defects which have directly caused leaks, TAMKO will provide the Owner with a Material Certificate for replacement shingles to repair or replace such defective Shingles (or, at TAMKO's option, the reasonable cost of replacement shingles) and a Labor Payment Certificate that may be used to pay the reasonable cost of installing such replacement shingles, according to the terms of this Limited Warranty. This is TAMKO's Maximum Obligation during the Full Start Period.

After the Full Start Period: If, after the end of the Full Start Period, Shingles that have been installed in strict accordance with the application instructions printed on the wrapper are determined to have manufacturing defects which have directly caused leaks, TAMKO's obligation is limited to providing the Owner with a Material Certificate for replacement shingles to repair or replace such defective Shingles or, at TAMKO's option, the reasonable cost of replacement shingles. The reasonable cost of replacement shingles and the quantity of such replacement shingles will be prorated over the life of this Limited Warranty. This is TAMKO's Maximum Obligation after the Full Start Period. TAMKO is not responsible for any cost of labor after the Full Start Period. Proration shall be determined by dividing the number of months remaining in the Term by the total number of months of the Term. For example, if TAMKO is notified of a warranty claim at a time when 100 months remain in a 300 month warranty Term, TAMKO's Maximum Obligation is to provide a material Certificate for one third of the replacement shingles or, at TAMKO's option, payment of one third of the reasonable cost of replacement shingles. The remaining cost shall be the responsibility of the Owner.

Both during and after the Full Start Period, the extent of replacement is at the sole discretion of TAMKO. TAMKO is not responsible for the cost of any materials other than the replacement shingles (as provided herein) including, but without limitation, underlayment, flashings, metal work, etc. TAMKO is not responsible for the cost of tear-off, removing or disposing of Shingles which are to be replaced. TAMKO reserves the right to arrange directly for your Shingles to be repaired, replaced or cleaned. The remedy under this Limited Warranty is available only for Shingles actually exhibiting manufacturing defects at the time the claim is settled. Replacement shingles will be warranted only for the remainder of the original Term. Tender of TAMKO's Maximum Obligation shall extinguish all obligations of TAMKO under this Limited Warranty and all applicable implied warranties and conditions.

Notification to TAMKO: The Owner must notify TAMKO by telephone at 800-441-7190 or certified mail at P.O. Box 1404, Joplin, Missouri 64802-1404 of any claims under this Limited Warranty within thirty (30) days following discovery of the potential problem with the Shingles. The notice must include documentary proof of Purchase. Failure of the Owner to notify TAMKO as provided herein shall extinguish all obligations of TAMKO under this Limited Warranty and all applicable implied warranties and conditions. NOTE: Notice to your contractor, dealer, or home builder is NOT notice to TAMKO. You should keep this Limited Warranty for your records in the event you need to file a claim.

Right of Inspection and Time for Payment: TAMKO shall have a reasonable time after notification of a claim to inspect the Shingles. The Owner shall provide TAMKO with reasonable access to the Shingles for

(continued on Page 4)

Elite Glass-Seal

purposes of inspection. If requested by TAMKO, the Owner must complete and deliver to TAMKO, at the Owner's expense, a warranty questionnaire, photographs of the roof and samples of the Shingles. If reasonable access is denied or made subject to unreasonable conditions by the Owner, or if the Owner fails or refuses to cooperate in TAMKO's investigation of the complaint (such as by failing to provide sample Shingles or photographs or a completed warranty questionnaire), TAMKO's obligation under this Limited Warranty shall immediately terminate. If TAMKO determines there are manufacturing defects covered by this Limited Warranty, TAMKO will have a reasonable time after the inspection of the Shingles to process the Owner's claim. Unless authorized in writing by TAMKO, any claim for Shingles that have been replaced or repaired prior to resolution of your claim by TAMKO may be denied.

120 Month Algae Relief - Algae Cleaning Limited Warranty: If, during the initial 120 months of the Term, Shingles designated with the Algae Relief feature, (see designated products under definition of "Algae Relief") become significantly stained by certain algae growth, including blue-green algae, TAMKO will issue to the Owner a Labor Payment Certificate that may be used to pay the reasonable cost of cleaning the Shingles exhibiting stains (up to a maximum of $15 per Sales Square). After the initial twelve months of the Term, the Labor Payment Certificate for the reasonable cost of cleaning will be prorated over the remaining 108 months of this Algae Cleaning Limited Warranty. The remaining cost shall be the responsibility of the Owner. TAMKO may, at its option, provide a Material Certificate for replacement shingles (or a prorated portion of the replacement shingles) for Shingles exhibiting stains. This is TAMKO's Maximum Obligation under the Algae Cleaning Limited Warranty. TAMKO shall have no obligation or responsibility for cleaning Shingles: (a) after the initial 120 months of the Term, (b) at any time for Shingles that do not have the Algae Relief feature, or (c) Shingles not significantly stained by algae growth.

Limited Wind Warranty: The Shingles are also covered by a Limited Wind Warranty against damage from wind up to the designated wind velocity identified in Table 1. This Limited Wind Warranty applies only if: (a) the Shingles were installed in strict accordance with application instructions printed on the wrapper and (b) the Shingles have had the opportunity to seal down. Shingles that are installed in cool seasons may not seal until weather conditions are adequate to allow the seal down strip to activate and may be vulnerable to blow-offs and wind damage that would not be covered under this Limited Warranty. If conditions (a) and (b) have been met and during the Limited Wind Warranty Term the Shingles are damaged or blown off by wind up to the designated wind velocity for the product as a result of a manufacturing defect, TAMKO will process the Owner's claim in accordance with the sections titled "TAMKO Full Start Period" or "After the Full Start Period," whichever is applicable. Alternatively, TAMKO may, solely at its option, provide the Owner with a Labor Payment Certificate that may be used to pay the reasonable cost of manually sealing unsealed Shingles and replacing Shingles which have blown off and a Material Certificate for the number of shingles that have blown off. TAMKO is not responsible for the cost of any materials other than the replacement shingles (as provided herein) including, without limitation, underlayment, flashings, metal work, etc. TAMKO's Maximum Obligation is to provide a Labor Payment Certificate that may be used to pay the reasonable cost of manually sealing all of the Shingles on the roof. Shingles will be conclusively deemed to have been exposed to winds or gusts in excess of the designated wind velocity for the product if the National Weather

(continued on Page 5)

Heritage, Heritage IR
Heritage Woodgate

Heritage Premium
Heritage Vintage

Service or other reputable weather agency records winds or gusts in excess of the designated wind velocity for the product in the county, parish, regional district or municipality where the Shingles are installed or in any adjoining county, parish, regional district or municipality. Exposure of the Shingles at any time to winds or gusts in excess of the designated wind velocity for the product shall extinguish all obligations of TAMKO under this Limited Wind Warranty and all applicable implied warranties and conditions.

Exclusions from Coverage: TAMKO shall not be liable under any circumstances and shall have no obligation under this Limited Warranty for:

1. Faulty or improper application, storage or handling of the Shingles; inadequate ventilation of the Shingles; or Shingles not installed in strict accordance with application instructions printed on the wrapper and standard good roofing practices; or leaks or damages resulting from any one or more of such causes.
2. Damage to any building, either exterior or interior (including without limitation, mold growth), or any property contained therein or for injuries or damages of any kind whatsoever.
3. Tear-off, removal, or disposal of any Shingles, or for any costs related to such tear-off, removal, or disposal, or for any cost associated with underlayment, flashings, metal work, etc.
4. Removal or abatement of any asbestos present in the roof to which the Shingles are applied, or for any costs related to such removal or abatement.
5. Shading, staining, discoloration or damage from any cause whatsoever, including, but not limited to algae (except as provided in the Algae Relief- Algae Cleaning Limited Warranty set forth in this document), moss, fungus, overhanging trees, other biological growth or animals.
6. Leaks or damages resulting from Acts of God (including, but without limitation, lightning, ice damming, wind (except as set forth in the Limited Wind Warranty), hurricane or tornado (regardless of wind velocity), hail, or other violent storm or casualty); acid rain; impact of objects; damage to a roof due to movement, settlement, distortion; failure, defects or cracking of the building or its roof deck, walls or foundation; or for any defect in or failure of material used as a roof base over which the Shingles are applied; or for damage by traffic on the roof.
7. Damage to the Shingles as a result of exposure to chemicals including, but not limited to, aliphatic or aromatic solvents, chlorinated hydrocarbons, turpentine, oils or organic or inorganic polar materials.
8. Leaks or damage to the Shingles from any cause other than inherent manufacturing defect in the Shingle.

Transferability: The Owner of Heritage, Heritage IR, Heritage Woodgate, Heritage Premium and Heritage Vintage shingles may transfer this Limited Warranty one (1) time during the first five (5) years of the Term to a Purchaser of the building upon which the Shingles are installed. The Owner of Elite Glass-Seal and Glass-Seal shingles may transfer this Limited Warranty one (1) time during the first two (2) years of the Term to a Purchaser of the building upon which the Shingles are installed. The transfer must occur simultaneously with the sale of the building. To transfer this Limited Warranty, the Owner must provide TAMKO with written notice within thirty (30) days after the transfer. The written notice must include the names of the Owner and the Purchaser, the address of

(continued on Page 6)

APOC Protection PLUS™ Manufacturer's Limited Warranty

For a period of 2, 5, 7, 10, 12 or 15 Years, as determined by the Product Warranty Chart (see below), from date of completion, APOC Roofing Systems, Corp., a Delaware Corporation, warrants to the original building owner, that the materials used on the roof (listed below), will be free from any manufacturing defects that will materially affect the products performance on the building owners roof.

Product or Guide Spec Number

_____

Warranty Period (See Published Warranty Qualification Chart*):

- ☐ 2 Years
- ☐ 5 Years
- ☐ 7 Years
- ☐ 10 Years
- ☐ 12 Years
- ☐ 15 Years

* Warranty Qualification Chart can be found at www.apoc.com.

In the event there is a failure during the warranty period associated with a manufacturing defect of the APOC product(s) installed, APOC shall, at its own discretion, provide the appropriate product(s) or pay for the cost of the defective product only, to return the warranted roofing product(s) to the proper condition. Note: Repair leaks promptly to avoid water damage, including mold growth.

This Limited Warranty is also subject to the following additional terms and conditions:

A. SUBMISSION: Completed form must be returned to APOC within 60 day's after completion of job. Completed form must be mailed via certified mail to: APOC Roofing Systems, Corp., C/O Warranty Department, P.O. Box 5449, Tampa, FL 33675.

B. PRODUCTS & INSTALLATION: All components are manufactured by or sold by APOC. This warranty is only applicable when APOC products are properly installed according to published APOC specifications and label instructions by the roofing contractor (listed below).

C. EFFECTIVE DATE: This warranty shall not become effective until all bills for installation; materials and services sold in conjunction with this project are paid for in full.

D. EXCLUSIONS FROM COVERAGE: Damage for any reason to building contents or any part of the building itself, other than the product(s) installed, is excluded from this warranty. Among the causes of failure or damage excluded from the coverage hereof are the following:

1. Damage or leaks to the roof membrane caused directly or indirectly by unusual occurrences of the elements such as, but not limited to, natural disasters, falling objects, cyclones, tornadoes, or other winds or gusts exceeding Force 7 on the Beaufort scale, earthquakes, lightning, hail, fire, etc.
2. APOC shall not be liable for any incidental, consequential or other damages including, but not limited to the loss of sales, profits, rent payments, inventory, equipment, valuables or other monetary losses or damages to the structure or the structures contents, even if the actions or remedies provided under this warranty do not perform their specified purpose.
3. Damage to the roof membrane caused by misuse, abuse, falling objects, tools, foot traffic, additional equipment sign installation, etc.
4. Damage to the roof membrane caused by clogged drains or lack of adequate drainage to promptly and readily remove water from the roof.
5. Damage due to ponding water (As defined by the National Roofing Contractors Association.)
6. Damage to, or failure of, the roof membrane in any manner caused or contributed to by settlement, cracking, warping, expansion, contraction, deflection, or other movement of the building structure.
7. Components of the roof system not manufactured by APOC.
8. Mold, bacterial growth and other damage caused by water or moisture entering building, regardless of fault.
9. This Warranty does not cover leaks or damage caused by leaks. This Warranty applies only to materials. This warranty does not include installation or labor costs.
10. The existing roof deck has not been inspected by APOC and is NOT part of this warranty.

F. ENGINEERING: APOC does not practice Engineering or Architecture. Neither this warranty nor any review of the building's construction or inspection of roof plans or inspection of the building's structural roof deck by APOC representatives shall constitute any warranty by APOC of such plans, specifications and construction or in any way constitute an extension of the terms of this warranty. Any roof inspections are solely for the benefit of APOC.

G. OWNER IS RESPONSIBLE FOR ROUTINE ROOF MAINTENANCE: This Roof System Warranty is not a maintenance agreement or an insurance policy. Routine inspections and maintenance of the roof system must be completed by the owner on a regular basis and is the owner's responsibility. Inspections shall take place on a semi-annual basis and shall be documented. Periodic inspections shall include making minor repairs, cleaning off debris, cleaning filters and gutters, unclogging drains, etc., and are the owner's responsibility. Lack of regular maintenance shall void this warranty. For specific information on roof maintenance requirements please visit our website at www.apoc.com.

H. SUBMISSION OF CLAIM: If the above materials do not perform as stated, owner shall provide written notice of claim, together with Original Proof of Purchase of APOC products within 30 days after discovery of alleged defect to: APOC Roofing Systems, Inc., C/O Warranty Claims Department, P.O. Box 5449, Tampa, FL 33675 (note: contract or invoice from roofer for service, product or work completed does not constitute Proof of Purchase of APOC products. Original Proof of Purchase is required and best obtained from dealer. Copies are not accepted). Failure to so advise APOC in a timely manner shall relieve APOC of any obligation under this warranty. Note: Notice of claim to your contractor does not constitute notice to APOC.

I. SOLE AND EXCLUSIVE WARRANTY: THIS WARRANTY IS EXCLUSIVE AND REPLACES ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS AND GUARANTEES, WHETHER EXPRESS OR IMPLIED, WHETHER BY STATUTE, AT LAW OR IN EQUITY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This written warranty is your exclusive warranty from APOC and represents the SOLE REMEDY available to any owner. APOC MAKES NO OTHER REPRESENTATIONS, CONDITION, GUARANTEE, OR WARRANTY OF ANY KIND OTHER THAN THAT STATED HEREIN. APOC WILL NOT BE LIABLE IN ANY EVENT FOR CONSEQUENTIAL, PUNITIVE, SPECIAL, INCIDENTAL, OR OTHER SIMILAR DAMAGES OF ANY KIND, INCLUDING DAMAGE TO INTERIOR OR EXTERIOR OF ANY BUILDING OR CONTENTS, whether for breach of this warranty, negligence, strict liability in tort, or for any other cause. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages so the above exclusions or limitations may not apply to you.

J. MODIFICATION OF WARRANTY: This limited warranty may not be changed or modified except in writing, signed by an officer of APOC. No one (other than an officer of APOC) has the authority to assume any additional liability or responsibility for APOC in connection with the APOC product(s) except as described in this Warranty. This Warranty gives you specific legal rights, and you may have other rights that vary from jurisdiction to jurisdiction.

Owner Warranty Record

To be completed by owner and contractor. Keep this record with your contractor's receipt & proof of purchase for future reference. DO NOT SEND TO APOC.

Owner's Name: _____ Phone: _____

Address: _____

City: _____ State: _____ Zip: _____

Address of Project, if different: _____

City: _____ State: _____ Zip: _____

Owner's Signature: _____

Contractor to Complete

Contractor's Name: _____ Phone: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Roof Specification#: _____ Date of Completion: _____

Area of Roof (Sq): _____ Cost of Installation: _____

Contractor's Signature: _____

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▶ The Roof Restoration Experts™

APOC Protection PLUS™ Limited Warranty Registration Form

Owner to Complete

Owner's Name: _____ Phone: _____

Address: _____

City: _____ State: _____ Zip: _____

Address of Project, if different: _____

City: _____ State: _____ Zip: _____

Owner's Signature: _____

Contractor to Complete

Contractor's Name: _____ Phone: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Roof Specification#: _____ Date of Completion: _____

Area of Roof (Sq): _____ Cost of Installation: _____

Contractor's Signature: _____

Upon completion of roof, mail this registration card to:
APOC Roofing Systems, Corp., C/O Warranty Dept., P.O. Box 5449, Tampa, FL 33675.

©2012 A12

GacoFlex™

GacoFlex Coating
50-Year Limited Material Warranty

Gaco Western, LLC warrants GacoFlex Coating to be free of defects in material for a period of 50 years and to meet published physical properties at the time of manufacture.

IMPORTANT LIMITATIONS:

There are no expressed warranties, other than the warranties described above, and no implied warranties, such as warranties of fitness or merchantability.

The buyer's sole remedy in the event of a breach of warranty is for Gaco Western, LLC to replace any non-conforming products with conforming Gaco Western, LLC products. Gaco Western, LLC will not be liable for direct, incidental or consequential damages of any kind under any circumstances.

OTHER LIMITATIONS AND CONDITIONS:

The warranty is void if the GacoFlex Coating is painted, patched or covered over in any way with any product other than GacoFlex Coatings.

1. The warranty does not cover any labor costs for inspection, testing or repair of the GacoFlex Coating or any other labor costs.
2. Any claim under this warranty shall be sent in writing to Gaco Western, LLC Warranty Claims Manager at the address below and shall include a description of the product defect and any information indicating warranty liability and also shall include proof of purchase with original receipt.
3. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Gaco Western, LLC, 1245 Chapman Dr., Waukesha, WI 53186

CERTAINTEED'S OBLIGATIONS, RESPONSIBILITIES, AND LIABILITY SHALL BE LIMITED TO REPAIRING OR REPLACING THE DEFECTIVE PRODUCT OR CLEANING ALGAE-RESISTANT SHINGLES IN THE CASE OF ALGAE GROWTH AS SET FORTH IN THIS LIMITED WARRANTY. IN NO EVENT SHALL CERTAINTEED BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE PROPERTY, THE BUILDING OR ITS CONTENTS, OR FOR INJURY TO ANY PERSONS, THAT MAY OCCUR AS A RESULT OF THE USE OF CERTAINTEED'S PRODUCTS OR AS A RESULT OF THE BREACH OF THIS WARRANTY. IF YOUR STATE OR PROVINCE DOES NOT ALLOW EXCLUSIONS OR LIMITATIONS OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

IN NO EVENT SHALL CERTAINTEED'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THE PRODUCT(S) OR THIS LIMITED WARRANTY EXCEED THE REASONABLE COST OF SHINGLES AND LABOR TO REPLACE OR REPAIR THE DEFECTIVE SHINGLES.

This Limited Warranty may not be modified, altered or expanded by anyone, including product distributors, dealers, sellers and/or CertainTeed field representatives.

This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from State to State, or Province to Province.

Roofing Plants and Regional Sales Office

CertainTeed roofing products are sold by CertainTeed Roofing in nine sales regions. They are manufactured in ten residential roofing plants and one commercial roofing plant. Since the early 1900s, CertainTeed Corporation has been an innovator in the building materials industry and today is a leading manufacturer of building materials including residential and commercial roofing, vinyl siding, composite decking and railing, fiber glass insulation and vinyl fence products. The company is headquartered in Malvern, Pennsylvania, and employs more than 7,000 employees at approximately 60 manufacturing facilities throughout North America. Continuing the 100-year commitment of "Quality made certain, Satisfaction guaranteed™," CertainTeed remains one of the most trusted names in the industry. More information is available at **www.certainteed.com.**

This document is also available in Spanish and French.
Call 1-800-782-8777 or go to www.certainteed.com.
Se puede obtener este documento en español. Favor de llamar 1-800-782-8777.
Ce document est disponible en anglais et en espagnol. Composez le 1-800-782-8777.

SAINT-GOBAIN

CertainTeed Corporation
ROOFING • SIDING • TRIM • DECKING • RAILING • FENCE • GYPSUM • CEILINGS • INSULATION
20 Moores Road Malvern, Pa 19355
Professional: 800-233-8990 Consumer: 800-782-8777 certainteed.com

ASPHALT SHINGLE PRODUCTS

2018 Limited Warranty

CertainTeed SURESTART™ PROTECTION

CertainTeed SAINT-GOBAIN

Congratulations... and thank you for your recent purchase of one of the fine products from CertainTeed Roofing. Since 1904, CertainTeed has been producing quality roofing products that provide long-lasting beauty and protection for homes of every size, style and age. For over 100 years, the basis for our name, "Quality made certain, satisfaction guaranteed," has been our ongoing philosophy.

Your CertainTeed roofing warranty fully explains how CertainTeed supports its products with the strongest warranty protection available. It is important that you read the warranty section of this brochure. The warranty lists the specific CertainTeed asphalt shingle products that are covered and the period of time for which they are covered. Take the time to understand how CertainTeed protects your purchase by standing behind our products.

Limited, Prorated and Transferable Warranty

This warranty covers asphalt shingle products listed in Table 1, sold only in the United States of America, its territories and Canada.

What and Who Are Covered and for How Long

From the date of installation, CertainTeed warrants to the original property owner/consumer that, when subject to normal and proper use, its shingles will be free from manufacturing defects for the warranty period specified in Table 1. CertainTeed will pay to repair, replace or clean, at its option, any shingles CertainTeed determines are defective under the terms of this Limited Warranty. In the event of repair, replacement or cleaning pursuant to the terms of this Limited Warranty, the warranty applicable to the original shingles shall apply to the repaired, replaced or cleaned shingles and will extend for the balance of the original warranty period.

Lifetime means for as long as the original individual home owner owns the property where the shingles are installed.

The Lifetime warranty period offered for certain shingles in Table 1 is only available to individual homeowners. The warranty period for shingles installed on premises not used by individual homeowners as their residence is limited as specified in Table 1. All property owners, who are not individual homeowners, and all structures not used by individual homeowners as their residence (e.g. corporations, governmental agencies, partnerships, trusts, religious organizations, schools, condominiums, homeowner associations or cooperative housing arrangements, apartment buildings, and any other type of building or premises not owned by individual homeowners) called "Other Ownership" are limited to either a 50-year or 40-year warranty period described in Table 1. In addition, for Other Ownership after the SureStart™ Protection period ends, this Limited Warranty covers only manufacturing defects that caused water penetration.

SureStart™ Protection

Because CertainTeed roofing products are manufactured to the highest quality standards, we confidently include the additional assurance of SureStart™ protection. SureStart provides the strongest non prorated protection you can get in the vital early years of your new roof.

All of CertainTeed's shingle products are covered by SureStart protection. Under this warranty feature, CertainTeed, at no charge, will pay to repair or replace, at its option, any shingles CertainTeed determines are defective during the SureStart period. Note: Wind warranty and algae warranty are covered separately as described on page 5. The SureStart period begins on the date of application and terminates following the warranty period specified in Table 1. CertainTeed's maximum liability under SureStart is equal to the reasonable cost of comparable replacement shingles and labor as determined by CertainTeed to replace or repair the defective shingles. Roof tear-off, metal work, flashing and disposal expenses, and other costs or expenses incurred during such repair or replacement are not covered or reimbursed by this Limited Warranty, except for certain products with Lifetime warranty periods specified in Table 1, for which CertainTeed's maximum liability also includes the cost of roof tear-off, metal work, flashing and disposal.

In instances in which CertainTeed, under the terms of this warranty, has agreed to pay the reasonable cost of labor required to repair or replace defective shingles, CertainTeed will determine labor costs by Bluebook® or RS Means® data. CertainTeed will provide reimbursement for labor only upon receipt of a copy of the contractor's invoice or other written evidence of the completion of such work which CertainTeed, in its sole discretion, deems acceptable.

Costs associated with removal or replacement of overburden (items installed over the shingles, including but not limited to, solar panels, satellite dishes and gardens) are the sole responsibility of the property owner.

SureStart protection does not extend to any shingles applied to non-ventilated or inadequately ventilated roof deck systems as determined by CertainTeed, except as stated on page 4. CertainTeed's maximum contribution toward the cost of repairing or replacing defective shingles applied to a non-ventilated or inadequately ventilated roof deck system is calculated using the reasonable cost of comparable replacement shingles as determined by CertainTeed less 1/120th of that amount multiplied by the number of months from the start of the warranty period to the date when CertainTeed determines the shingles are defective. Labor costs, roof tear-off, metal work, flashing and disposal expenses, and other costs or expenses incurred during such repair or replacement are not covered or reimbursed by this Limited Warranty.

Beyond SureStart™ Protection

After the SureStart Protection period, if CertainTeed determines its shingles have a manufacturing defect, or for Other Ownership, if CertainTeed determines its shingles have a manufacturing defect that caused water penetration, CertainTeed's maximum contribution toward the cost of repairing or replacing defective shingles will be calculated using the reasonable cost of comparable replacement shingles as determined by CertainTeed less the Reduction Figure Per Month, specified in Table 1, for the number of months from the start of the warranty period to the date when CertainTeed determines the shingles are defective. Labor costs, roof tear-off, metal work, flashing and disposal expenses, and other costs or expenses incurred during such repair or replacement are not covered or reimbursed by this Limited Warranty.

TABLE 1

Lifetime Products[A]	Warranty Period	SureStart Period	Wind Warranty Miles Per Hour	Algae Resistant Warranty Period[1]	Reduction Figure Per Month
Grand Manor® Arcadia Shake® Presidential Shake® TL Presidential Solaris® Landmark® TL Presidential Shake® (& IR)[2] Carriage House® Belmont™ (& IR)[2] Landmark® Premium Landmark Solaris® Landmark® PRO NorthGate® Highland Slate® (& IR)[2] Independence®	Lifetime[A]	10 Years	110[††]	15	1/600*

Lifetime Products[B]	Warranty Period	SureStart Period	Wind Warranty Miles Per Hour	Algae Resistant Warranty Period[1]	Reduction Figure Per Month
Landmark® IR[2]	Lifetime[B]	10 Years	110[††]	10	1/600*
Landmark®	Lifetime[B]	10 Years	110[††]	10	1/600*

20 -, 25 - and 30 - Year Products	Warranty Period	SureStart Period	Wind Warranty Miles Per Hour	Algae Resistant Warranty Period[1]	Reduction Figure Per Month
Patriot	30 Years	8 Years	110	10	1/360
XT™30 IR[2]	30 Years	5 Years	70	10	1/360
XT™25[3]	25 Years	5 Years	60	10	1/300
CT™20	20 Years	3 Years	60	10	1/240
Any shingles applied to any inadequately ventilated roof deck	10 years[†]	N/A	N/A	N/A	1/120

(see footnotes to Table 1 on the next page)

FOOTNOTES TO TABLE 1.

A. The Lifetime Warranty period is only available to individual homeowners on premises used as their residence. The warranty period for Other Ownership for these shingles is limited to 50 years and the SureStart period is 10 years following the installation of the shingles. Roof tear-off, metal work, flashing and disposal expense, incurred during repair or replacement are covered or reimbursed by this Limited Warranty. Limited Warranty transferees during the SureStart™ period are limited to a 50-year warranty period (see section titled "Transfers During the SureStart Period" for details).

B. The Lifetime Warranty period is only available to individual homeowners on premises used as their residence. The warranty period for Other Ownership for these shingles is limited to 40 years and the SureStart period is 5 years following the installation of the shingles. Limited Warranty transferees during the SureStart period are limited to a 40-year warranty period (see section titled "Transfers During the SureStart Period" for details).

** For Lifetime products, at the completion of the 40th year the reduction figure will remain at 480/600, or 20% of the total maximum liability.*

† For details of warranty coverage for shingles installed on inadequately ventilated roof decks on both residential and commercial buildings, see provisions under "Inadequately Ventilated and Non-Ventilated Decks."

†† Wind warranty upgrade – These products are warranted to resist blow-off due to wind velocities, including gusts, up to a maximum of 130 miles per hour during the first fifteen (15) years, provided all of the following conditions are met:

1. *The CertainTeed shingles are not applied over existing roof shingles (roof-overs are not permitted).*
2. *The CertainTeed specified corresponding hip and ridge accessory products are installed as cap shingles (Shadow Ridge®, Cedar Crest®, Shangle Ridge®, Mountain Ridge® Landmark Solaris® (& IR) and Hatteras®).*
3. *The CertainTeed specified corresponding starter shingles are installed along the roof eaves and rakes (Swiftstart®, High-Performance Starter and Presidential® Starter).*

(Note: In Florida, CertainTeed will waive the requirement of applying starter shingles along the roof rake if all of the following conditions are met: The applicable building code requires that asphalt roof shingles be embedded in an 8-inch-wide bed of asphalt roofing cement applied along the roof rake edges. And, the shingles are installed and embedded in an 8-inch-wide bed of asphalt roofing cement along the roof rake edges in accordance with the code.)

[1]Algae Resistant Warranty period applies only to the Algae Resistant (AR) version of the pertinent shingle.

[2]CertainTeed's Impact Resistant (IR) versions of Landmark®, Presidential Shake®, Belmont™, Highland Slate®, and XT™30 shingles comply with UL 2218 Impact Resistance of Prepared Roof Covering Materials test criteria at time of manufacture.

[3]The wind warranty for XT™25 shingles installed in Alaska is 90 mph.

Transferability

This Limited Warranty is transferable, but only by the original property owner/consumer to the first subsequent property owner. After the Limited Warranty has been transferred once, it is no longer transferable. A bank foreclosure or a change of ownership on a deed is deemed a transfer under this Limited Warranty.

Transfers During the SureStart™ Period

If this Limited Warranty is transferred during the product's SureStart period, the warranty for the new owner is the same as it would have been for the original owner, except for certain products with Lifetime warranty periods where the duration of the transferred warranty will be 50 years or 40 years as specified in Table 1, measured from the beginning of the SureStart period (i.e. the date of installation), and the remaining period of SureStart protection will be available to the subsequent property owner.

Transfers After the SureStart Period

If this Limited Warranty is transferred by the original property owner/consumer after the SureStart period, the warranty following the transfer will be limited to two (2) years from the date of the transfer. The warranty obligation will be calculated as explained in the section titled "Beyond SureStart Protection."

Limitations

This Limited Warranty does not provide protection against, and CertainTeed will have no liability for, any failure, defect or damage as a result of, including but not limited to:

- Winds, including gusts, greater than the Wind Warranty MPH in Table 1
- Damage caused by lightning, hailstorm, earthquake, fire, explosion, flood or falling objects.
- Damage caused by tornado, or hurricanes (other than as warranted under Wind Warranty MPH in Table 1).
- Distortion, cracking or other failure or movement of: the base material over which the shingles are applied, the roof deck, or the walls or foundation of the building itself.
- Damage caused by structural changes, alterations or additions, or by the installation of equipment (such as, but not limited to, aerials, signs or air-conditioning equipment) to the building after the original shingles have been applied.

- Shading, stains or discoloration to the shingles arising from outside sources such as, but not limited to, algae (unless blue-green algae as described in the section titled "Limited Algae Warranty"), fungus, moss, lichens or other vegetation, mold or mildew growth, or paints, chemicals or other similar materials.
- Misuse, abuse, neglect, or improper transportation, handling or storage of the shingles.
- Installation of the shingles over non-approved roof decks as more fully explained in CertainTeed's installation instructions published at the time of original installation.
- Damage caused by improper installation or installation not in accordance with CertainTeed's installation instructions published at the time of original installation.
- Damage to the shingles, the roof deck or the structure caused by ice backup or ice damming.
- Damage caused by impact, including such things as tools, equipment or foot traffic.
- Vandalism or acts of war.
- Animals, animal feces or insects.
- Any other cause not a result of a manufacturing defect in the shingles.

Mold and mildew are functions of environmental conditions and are not manufacturing defects. As such, mold and mildew are not covered by this Limited Warranty or any implied warranty.

CertainTeed reserves the right to discontinue or modify any of its products, including the color of its shingles, and shall not be liable as a result of such discontinuance or modification, nor shall CertainTeed be liable in the event replacement material varies in color in comparison to the original product as a result of normal weathering. If CertainTeed replaces any material under this warranty, it may substitute products designated by CertainTeed to be of comparable quality or price range in the event the product initially installed has been discontinued or modified.

Inadequately Ventilated and Non-Ventilated Decks

Any shingles applied to inadequately ventilated or non-ventilated decks, other than the shingles and deck systems described in the section titled "Insulated Decks and Radiant Barriers," are subject to a reduced limited warranty period of ten (10) years and do not qualify for SureStart Protection. **SureStart™ Protection and the Warranty Period applicable to the shingle are available if** CertainTeed determines that the shingle damage was caused exclusively by a manufacturing defect that is unrelated to the inadequate roof system ventilation.

Insulated Decks and Radiant Barriers

CertainTeed's Limited Warranty, including SureStart Protection, will remain in force when its fiber glass shingles are applied to roof deck assemblies where foam insulation is prefabricated into the roof deck system (often called "nailboard insulation"), where insulation is installed beneath an acceptable roof deck system, or where radiant barriers are installed, with or without ventilation, directly below the deck. Acceptable roof deck surfaces must consist of at least 3/8" thick plywood or 7/16" thick Oriented Strand Board (OSB) and slopes must be 2:12 or greater. If a different deck surface material will be utilized, please contact CertainTeed's Technical Services Department for assistance. (See the following important restrictions.)

The design professional is responsible for ensuring: 1) the proper quality and application of the insulation and/or radiant barrier, 2) the provision of adequate structural ventilation and/or vapor retarders as determined to be necessary, and 3) that all local codes are met (particularly taking into account local climate conditions). Special attention must be taken if cellular foam, fiber glass, cellulose insulation or other highly permeable insulation will be used in an unventilated system, or if the insulation/rafter or insulation/joist planes may create an air leak that could lead to moisture transmission and condensation problems. All these important factors and decisions, while not the responsibility of CertainTeed, are critical to assure proper deck system performance.

Ventilated Nail-Base Roof Insulation

Ventilated Nail-Base Roof Insulation products (e.g. FlintBoard® CV) are made of rigid insulation (typically foam board) and another layer of material that provides air space above the insulation and below the nailable deck (which is typically at least 7/16" thick OSB or 3/8" thick plywood). These products can provide soffit-to-ridge ventilation, and if installed in accordance with the deck manufacturer's instructions to achieve sufficient ventilation, will not reduce the scope or length of CertainTeed's Limited Warranty coverage.

Limited Algae-Resistant Warranty

Blue-green algae, which is commonly but incorrectly called "fungus," can create unsightly streaking on shingles. CertainTeed warrants that the Algae-Resistant (AR) versions of the products in Table 1 will remain free from blue-green algae growth (but not mold or mildew growth) which adversely affects the overall appearance of said shingles for a period of ten (10) or fifteen (15) years, as noted in Table 1.

If during the Algae-Resistant Warranty Period specified in Table 1, the overall appearance of the Algae-Resistant shingles is adversely affected by blue-green algae, CertainTeed will pay the reasonable cost to replace or clean at its option, any affected shingles. In the event of replacement or cleaning, for the remainder of the Algae-Resistant Warranty Period, CertainTeed's maximum contribution towards subsequent replacement or cleaning will be calculated using the Algae-Resistant Warranty Period specified in Table 1, less a prorated adjustment that reflects the number of months that have elapsed from the start of the Algae-Resistant Warranty Period to the date of reoccurrence.

WARNING: FOR LOW-VOLUME RAIN AND SALT FOG AREAS

In areas of low-volume rain (e.g. areas that receive insignificant rainfall during a 90-day period) and/or "salt fog" (e.g. parts of the Southern California coastline), copper released by algae-resistant (AR) granules or shingles can react with aluminum in gutters and cause severe corrosion of the gutters. In such regions, CertainTeed strongly recommends that vinyl or copper gutters, not aluminum gutters, be used with algae-resistant shingles. CertainTeed disclaims all liability and responsibility for any damages that may result from the use of its algae-resistant shingle products with copper granules where gutters containing aluminum are used.

Limited Wind Warranty

CertainTeed warrants its shingles will resist blow-off damage due to wind velocities, including gusts, up to the maximum wind velocity per the Wind Warranty MPH specified in Table 1 during the first fifteen (15) years of the warranty for Lifetime products and Patriot shingles for the first ten (10) years and during the first five (5) years for all other products listed in Table 1.

CertainTeed's obligations and liability for shingle blow-off damage during the wind warranty periods as specified above are limited as follows:

- If shingles blow off because the shingle's self-sealing asphalt strips did not activate, CertainTeed will have no liability or warranty obligation unless CertainTeed is afforded the opportunity to hand seal, at its expense, any non-sealing shingles.
- If shingles blow off even though the shingle's self-sealing asphalt strips did activate, CertainTeed will furnish replacement shingles without charge, but only for damaged or blown off shingles. CertainTeed will not be responsible for or reimburse labor costs, roof tear-off, metal work, flashing and disposal expenses, or any other costs pertaining to removal or replacement of damaged shingles. Any costs in excess of CertainTeed's material contribution are the property owner's responsibility (and may be covered by homeowner's insurance).
- CertainTeed shall have no liability for any shingles not fastened in accordance with CertainTeed installation instructions published at the time of original installation.
- CertainTeed shall have no liability for any damage to persons or property caused by blown off shingles.
- CertainTeed's maximum liability during the wind warranty period is the reasonable cost of hand sealing all of the shingles on the roof.

Flintlastic® SA (Self-Adhering) System

For low slope residential roofing projects less than 2000 square feet (20 squares), CertainTeed offers a limited roof membrane warranty as follows: A 10-year warranty duration on a single ply of Flintlastic SA Cap sheet over a primed plywood roof deck or a 12-year warranty duration for a two-ply system consisting of a Flintlastic SA Nail Base and a Flintlastic SA Cap sheet, provided the Flintlastic products were applied in accordance with CertainTeed's current installation instructions published at the time of installation.

CertainTeed warrants the roof membrane, subject to the following terms, conditions, limitations, and exclusions, for the duration specified above from the date of completion of the roof membrane installation. If during the duration of this Limited Warranty, a manufacturing defect in the roof membrane causes a leak, CertainTeed or its designated roofing contractor will, at CertainTeed's sole discretion, repair or replace the roof membrane materials only as necessary to restore it to a watertight condition.

Only manufacturing defects in the roof membrane that cause leaks are covered by this Limited Warranty. CertainTeed's MAXIMUM LIABILITY during the first year of this warranty is the original cost of the CertainTeed membrane materials only. After the first year, CertainTeed's maximum liability is the original cost of the CertainTeed materials used on the roof reduced by 8.3% for 12-year warranty and 10% for 10-year warranty during each subsequent year, less any costs previously incurred by CertainTeed for repair or replacements.

Roof components which are not part of the roof membrane and hence not covered by this Limited Warranty include, but are not limited to, the following: underlying roof deck, insulation, vapor retarders, fasteners, metal work, drains, pitch pans, expansion joints, skylights, vents, plastic accessories, any flashing, decorative or reflective coating, surfacing and/or any aggregates. In no event, however, will CertainTeed be responsible for any costs related to the removal or abatement of any asbestos present in any existing roof system to which the CertainTeed roof membrane is applied.

What the Customer Must Do

If you believe your shingles have a manufacturing defect, you must promptly notify CertainTeed and provide proof of property ownership and the date of shingle purchase and application. Unless you provide such proof, CertainTeed will use the date of manufacture to calculate the start of the warranty period. In order to properly evaluate and process a warranty claim, CertainTeed may require the property owner to submit a shingle sample to CertainTeed for analysis and/or permit a CertainTeed representative to make repairs to, take photographs of, and/or take samples from the roof, if required. CertainTeed will evaluate each properly reported claim and will repair, replace, clean or reimburse the property owner for the shingles it determines are defective, in accordance with the terms of this Limited Warranty within a reasonable amount of time. For more details about submitting a warranty claim, visit www.ctroof.com or call (800) 345-1145.

Please send all notifications and correspondence to:
CertainTeed Corporation, 1508 Delp Drive, Harleysville, PA 19438.
Attn: CertainTeed Roofing Technical Services Department. Telephone number: 800-345-1145.

Warranty Registration (not required)

You may register your product warranty on CertainTeed's website: www.certainteed.com/warrantyreg. Each registrant receives a registration confirmation number by return e-mail that can be printed and kept with this Limited Warranty and your proof of purchase. If you do not have internet access, you can register your shingles by sending: (1) your name, address, and telephone number; (2) the name and contact information of the contractor who installed your shingles and the original date of installation; and, (3) the type, color and number of squares of your shingles to: **CertainTeed Corporation, 20 Moores Road, Malvern, PA 19355, Attn: CertainTeed Roofing Technical Services Department.**

CertainTeed will register your information and mail you a confirmation number. Failure to register this warranty does NOT void the warranty or any of its terms.

For Your Records

Product Purchased: _____ Date of Installation: _____

Roofing Contractor: _____ Contractor's Telephone No. _____

This warranty applies to shingles installed during the calendar year of 2018.
(The warranty in effect at the time the material is originally installed is the applicable warranty.)

Exclusive Warranty and Limitation of Remedies

THIS DOCUMENT CONSTITUTES THE EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CERTAINTEED. THE WARRANTIES AND REMEDIES CONTAINED IN THIS DOCUMENT ARE EXPRESSLY IN LIEU OF ANY AND ALL OTHER OBLIGATIONS, GUARANTEES, WARRANTIES AND REPRESENTATIONS, WHETHER WRITTEN, ORAL OR IMPLIED BY STATUTE, AT LAW OR IN EQUITY, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES OR PROVINCES MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR MAY DETERMINE THE PERIOD OF TIME FOLLOWING THE SALE THAT A PURCHASER MAY SEEK A REMEDY UNDER IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

Warranty No.: 100-000000

Standard Roofing Warranty

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

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

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

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

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

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

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

This warranty document includes all of the following:

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

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

SOPREMA, Inc.

By: _____
Name:
Title:
Date:

Owner:

By: _____
Name:
Title:
Date:

SAMPLE

Terms, Conditions and Limitations

1. The SOPREMA® roofing materials covered by this warranty (this "**Warranty**") are the roofing and flashing materials specifically identified by number or other description on the face of this Warranty.

2. The authorized contractor who installed the roofing is not an agent of SOPREMA. Any future work impacting the roofing must be performed by a contractor selected a hired by Owner and authorized by SOPREMA. Contact SOPREMA if you would like to receive a list of authorized contractors in your area.

3. The design and installation of the roof assembly must be in accordance with applicable instructions, details, specifications, approvals, codes, laws, and regulations. All services by SOPREMA related to design, construction, review of project documents or conditions and site visits are limited in scope and do not expand the provisions of this Warranty. These services were not offered, and should not be considered, as a substitute for fulltime quality assurance, project management or professional design services.

4. Owner is responsible for ensuring that the roofing is maintained in accordance with SOPREMA's Care and Maintenance Guide (see Form 901) and for promptly notifying SOPREMA of any change in occupancy usage or any other condition adversely affecting the roofing.

5. During the entire term of the Warranty, upon request, SOPREMA and anyone it hires shall have full and free rooftop access. Access shall be provided during regular business hours, and, if requested in advance, any other times.

6. This Warranty covers SOPREMA roofing products included in a properly designed and installed roof assembly that develops a roofing leak due to a product manufacturing defect. The Warranty will provide Owner with a remedy when Owner follows the Warranty Claim Procedure (see Form 900) and the claim is validated by SOPREMA.

7. Following are some examples of conditions and types of damage that are not covered by this Warranty:
   a. The effects of lightning, fire, flood, acid rain, thermal shock, explosion, hail, wind, or seismic event.
   b. Installation workmanship.
   c. Improper use, order, sequencing, storage or handling of materials or systems.
   d. The lack of positive slope or inadequate drainage.
   e. Inaccessible leaks concealed below rooftop equipment, overburden, and all other products applied to the roofing or flashing materials.
   f. Failure to apply the roofing to a suitable substrate, or subsequent substrate failure.
   g. The failure of roofing substrates or attachment.
   h. A deficient pre-existing condition or any sources of water entry other than the roofing.
   i. Building or substrate settlement, deflection, movement, vibration, or displacement.
   j. The accumulation of moisture from condensation in or below the roofing.
   k. Exposure to extreme temperatures or humidity, for example, from equipment exhaust, steam, hot water, freezers, or cold storage.
   l. Plants, animals, insects, or other living organisms.
   m. Incompatible materials or substances.
   n. Deliberate or negligent acts such as excessive traffic, rooftop storage, vandalism, misuse, or abuse.
   o. Falling, flying, dropped, discharged or blown materials, objects or debris.
   p. Change in building occupancy or rooftop usage.
   q. Unauthorized or improper repairs or modifications.

8. This Warranty becomes a binding contract once it has been signed by both parties and all fees and expenses associated with the roofing project have been paid in full.

9. Temporary, emergency repairs to stop a leak may be made at Owner expense and will not void the Warranty, however it is Owner's responsibility to pay the cost of removing any excessive repairs. Promptly after making emergency repairs, Owner is responsible for following the Warranty Claim Procedure (see Form 900).

10. SOPREMA's failure to exercise or enforce any of its rights under this Warranty is not a waiver and does not preclude SOPREMA from exercising the same or any other right in the future. Owner's failure to comply with any of the provisions of this Warranty applicable to it relieves SOPREMA of its obligations under this Warranty.

11. This Warranty is governed by and shall be construed and enforced in accordance with the internal laws of Ohio, without giving effect to any choice of law rules that may require the application of the laws of another jurisdiction. Any lawsuit by Owner that is related to the roofing or this Warranty, including the alleged breach of this Warranty, must be filed in either the Medina County, Ohio Court of Common Pleas or the U.S. District Court for the Northern District of Ohio. Owner irrevocably consents to the jurisdiction and venue of these courts.

12. In order for Owner to bring a lawsuit against SOPREMA, Owner must, as a condition precedent thereto: (a) have complied with all of the terms and conditions of this Warranty applicable to it, and (b) the lawsuit must be commenced within one (1) year after the cause of action accrues. Time is of the essence. The failure to satisfy either of these conditions precedent shall result in Owner's claims being forever barred.

13. The terms of this Warranty are severable so that any illegal, invalid or unenforceable provision, if feasible, shall be modified so that it becomes legal, valid and enforceable, or if not so feasible, stricken, in either case without affecting the validity or enforceability of the remaining provisions.

14. This Warranty document (and the documents referred to herein) sets forth the entire agreement between SOPREMA and Owner with respect to the roofing. SOPREMA disclaims, and Owner waives, any affirmation of fact or promise not expressly stated in this Warranty that may have been made by SOPREMA or any of its employees, agents, representatives, or distributors.

15. The damages excluded by the terms of this Warranty include, but are not limited to, loss or reduction of profits, interruption of business, injury to or illness or death of people, animals or other living organisms, damage or loss caused by or attributable to indoor air quality (including, but not limited to, the presence or growth of mold, mildew or other similar substance in, on or about the roof assembly), or damage to or destruction of property, including the building or any of its contents, even if SOPREMA has been advised of the possibility, or even the likelihood, of any of these types of damages.

16. This Warranty may be transferred to a subsequent building owner upon compliance with the following requirements: (a) a transfer request is made in writing to SOPREMA's Warranty Department, (b) at the time the request is made, SOPREMA is paid its then current transfer fee, and (c) you complete any repairs to the roof assembly or other building components that SOPREMA believes are necessary to preserve the watertight integrity of the roofing for the remaining term of this Warranty.

For Questions Contact:

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

SAMPLE

Warranty No.: 102-000000

Standard Roofing Recover Warranty

Building Name:		
Building Address:		
Roofing Section(s):		
Owner Name:		
Owner Address:		
Contractor:		
Total Squares:	New Roofing Material:	New Flashing Material:
Term of Warranty: 10 Years	Warranty Start Date:	Warranty End Date:

Express Warranty
SOPREMA, Inc., an Ohio corporation, warrants to you that the new SOPREMA® roofing and flashing materials installed over top of your existing roof were free from manufacturing defects at time of manufacture and, when properly designed, installed, maintained and used for the purpose intended, will remain watertight for the full term of this warranty. This warranty is made subject to all the terms, conditions, and limitations set forth below.

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

Remedy
When you make a valid claim, SOPREMA will, at its option, and subject to the limitation set out below, either provide you with a sufficient quantity of roofing and/or flashing material for you to use to repair the leaks or refund your purchase price for the defective roofing and/or flashing material. If replacement material is provided, the original warranty will apply to the replacement material for the remaining term of the warranty.

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

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

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

SOPREMA'S TOTAL LIABILITY UNDER THIS WARRANTY SHALL NOT EXCEED AN AMOUNT EQUAL TO THE ORIGINAL SOPREMA INVOICED PRICE FOR THE ROOFING AND FLASHING MATERIAL. This warranty document includes all of the following:

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

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

SOPREMA, Inc.

By: _____
Name:
Title:
Date:

Owner:

By: _____
Name:
Title:
Date:

SAMPLE

Terms, Conditions and Limitations

1. The new SOPREMA® roofing materials covered by this warranty (this "**Warranty**") are the new roofing and flashing materials specifically identified by number or other description on the face of this Warranty.

2. The authorized contractor who installed the roofing is not an agent of SOPREMA. Any future work impacting the new roofing must be performed by a contractor selected and hired by Owner and authorized by SOPREMA. Contact SOPREMA if you would like to receive a list of authorized contractors in your area.

3. The design and installation of the roof assembly, including the new roofing, must be in accordance with applicable instructions, details, specifications, approvals, codes, laws, and regulations. All services by SOPREMA related to design, construction, review of project documents or conditions and site visits are limited in scope and do not expand the provisions of this Warranty. These services were not offered, and should not be considered, as a substitute for fulltime quality assurance, project management or professional design services.

4. Owner is responsible for ensuring that the new roofing is maintained in accordance with SOPREMA's Care and Maintenance Guide (see Form 901) and for promptly notifying SOPREMA of any change in occupancy usage or any other condition adversely affecting the new roofing.

5. During the entire term of the Warranty, upon request, SOPREMA and anyone it hires shall have full and free rooftop access. Access shall be provided during regular business hours, and, if requested in advance, any other times.

6. This Warranty covers the new SOPREMA roofing products included in a properly designed and installed roof assembly that develops a roofing leak due to a product manufacturing defect. The Warranty will provide Owner with a remedy when Owner follows the Warranty Claim Procedure (see Form 900) and the claim is validated by SOPREMA.

7. Following are some examples of conditions and types of damage that are not covered by this Warranty:
   a. Leaks resulting from pre-existing materials, roofing decks, insulation system, membranes, flashings and all other substrates below or behind the new roofing materials.
   b. The effects of lightning, fire, flood, acid rain, thermal shock, explosion, hail, wind, or seismic event.
   c. Installation workmanship.
   d. Improper use, order, sequencing, storage or handling of materials or systems.
   e. The lack of positive slope or inadequate drainage.
   f. Inaccessible leaks concealed below rooftop equipment, overburden, and all other products applied to the new roofing or flashing materials.
   g. Failure to apply the new roofing to a suitable substrate, or subsequent substrate failure.
   h. The failure of roofing substrates or attachment.
   i. A deficient pre-existing condition or any sources of water entry other than the new roofing.
   j. Building or substrate settlement, deflection, movement, vibration, or displacement.
   k. The accumulation of moisture from condensation in or below the new roofing.
   l. Exposure to extreme temperatures or humidity, for example, from equipment, exhaust, steam, hot water, freezers, or cold storage.
   m. Plants, animals, insects, or other living organisms.
   n. Incompatible materials or substances.
   o. Deliberate or negligent acts such as excessive traffic, rooftop storage, vandalism, misuse, or abuse.
   p. Falling, flying, dropped, discharged or blown materials, objects or debris.
   q. Change in building occupancy or rooftop usage.
   r. Unauthorized or improper repairs or modifications.

8. This Warranty becomes a binding contract once it has been signed by both parties and all fees and expenses associated with the roofing project have been paid in full.

9. Temporary, emergency repairs to stop a leak may be made at Owner expense and will not void the Warranty, however it is Owner's responsibility to pay the cost of removing any excessive repairs. Promptly after making emergency repairs, Owner is responsible for following the Warranty Claim Procedure (see Form 900).

10. SOPREMA's failure to exercise or enforce any of its rights under this Warranty is not a waiver and does not preclude SOPREMA from exercising the same or any other right in the future. Owner's failure to comply with any of the provisions of this Warranty applicable to it relieves SOPREMA of its obligations under this Warranty.

11. This Warranty is governed by and shall be construed and enforced in accordance with the internal laws of Ohio, without giving effect to any choice of law rules that may require the application of the laws of another jurisdiction. Any lawsuit by Owner that is related to the roofing or this Warranty, including the alleged breach of this Warranty, must be filed in either the Medina County, Ohio Court of Common Pleas or the U.S. District Court for the Northern District of Ohio. Owner irrevocably consents to the jurisdiction and venue of these courts.

12. In order for Owner to bring a lawsuit against SOPREMA, Owner must, as a condition precedent thereto: (a) have complied with all of the terms and conditions of this Warranty applicable to it, and (b) the lawsuit must be commenced within one (1) year after the cause of action accrues. Time is of the essence. The failure to satisfy either of these conditions precedent shall result in Owner's claims being forever barred.

13. The terms of this Warranty are severable so that any illegal, invalid or unenforceable provision, if feasible, shall be modified so that it becomes legal, valid and enforceable, or if not so feasible, stricken, in either case without affecting the validity or enforceability of the remaining provisions.

14. This Warranty document (and the documents referred to herein) sets forth the entire agreement between SOPREMA and Owner with respect to the new roofing. SOPREMA disclaims, and Owner waives, any affirmation of fact or promise not expressly stated in this Warranty that may have been made by SOPREMA or any of its employees, agents, representatives, or distributors.

15. The damages excluded by the terms of this Warranty include, but are not limited to, loss or reduction of profits, interruption of business, injury to or illness or death of people, animals or other living organisms, damage or loss caused by or attributable to indoor air quality (including, but not limited to, the presence or growth of mold, mildew or other similar substance in, on or about the roof assembly), or damage to or destruction of property, including the building or any of its contents, even if SOPREMA has been advised of the possibility, or even the likelihood, of any of these types of damages.

16. This Warranty may be transferred to a subsequent building owner upon compliance with the following requirements: (a) a transfer request is made in writing to SOPREMA's Warranty Department, (b) at the time the request is made, SOPREMA is paid its then current transfer fee, and (c) you complete any repairs to the roof assembly or other building components that SOPREMA believes are necessary to preserve the watertight integrity of the roofing for the remaining term of this Warranty.

For Questions Contact:

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

SAMPLE

ROOFING MEMBRANE LIMITED WARRANTY

SAMPLE

SERIAL#: SQUARE FOOTAGE:

BUILDING OWNER:

BUILDING ADDRESS:

EFFECTIVE DATE: EXPIRATION DATE:

MULE-HIDE PRODUCTS CO., INC. ("Seller") warrants to the above named Building Owner ("Buyer"), installed at the above named location, that its roofing membrane ("Membrane") is free from manufacturing defects and that the Membrane will not deteriorate due to the action of moisture, oxygen, ozone and ultraviolet light modified by time and temperature ("Weathering") to the extent that it becomes incapable of maintaining a watertight condition for the warranty period indicated above as a single-ply roofing membrane and that the Membrane is manufactured in accordance with the manufacturer's specifications. This Warranty does not cover the appearance, cleanliness or discoloration of the Membrane for any reason.

Though the Membrane is quite inert and will resist weathering well, it will not withstand the actions of many materials. By way of illustration (but not limited to) such materials include strong acids, fats, oils, grease and most hydrocarbons. Care must be taken in determining compatible environmental conditions for installation.

Seller assumes no liability for any failure of the membrane resulting from: (1) Acts of God, including without limitation floods, lightning, hurricanes, winds (whether gusts or sustained), earthquakes, earth tremors, tornados, gales, hail, fire, the infestation or presence of plant, mold, fungi, bacteria and insects or animals of any origin or cause or any debris resulting from the foregoing; (2) Installation; (3) Any act of negligence, accident, misuse or abuse by Buyer, the installer or any other person, including but not limited to vandalism, fire, falling object, civil disobedience, act of war or any criminal conduct; (4) Environmental fallout, chemical attack or the presence within or outside the Building of any commercial or industrial solvent, acid, caustic fluid, petroleum product, wax, grease, absorbent, clay or plasticize; (5) Any failure, deterioration, settlement or movement of the roof structure, roof deck, substrate or building components (including but not limited to HVACs); (6) Defects in the building or roof design; (7) Lack of drainage including but not limited to any condition caused by inadequate or improper roof pitch or drains, condensation from machinery, or deflection in the roof surface; and (8) Use in an incompatible environment as indicated in the preceding paragraph.

To require a performance of Seller's obligations under this Warranty, Buyer must, within thirty (30) days of discovery of the purported defect or deterioration to which the claim relates, send written notification of such defect at its own expense by certified mail to:

MULE-HIDE PRODUCTS CO., INC.
ATTN: WARRANTY DEPARTMENT
P.O. BOX 1057
BELOIT, WI 53512-1057

This notice must include a general description of the purported defect or premature deterioration. Failure to notify the Seller in this manner shall be deemed a waiver of any purported defect or premature deterioration. Within thirty (30) days after written notice of the alleged defect has been received by Seller, its representative will investigate the claim. Seller shall be entitled to inspect the roof before incurring any obligation hereunder. It shall be the responsibility of the building owner to provide safe access to the roof. An inspection fee (in accordance with Seller's standard charges) shall be paid by Buyer to Seller prior to inspection (the "Inspection Fee"). In the event the cause of the leak is not covered by the Warranty, Seller will retain the Inspection Fee. Such investigation may include the securement of adequate samples of the Membrane from the structure to which it is affixed for testing by Seller as part of its claims investigation. Failure to be permitted such investigation constitutes a waiver of the purported defect or premature deterioration.

Upon being permitted such opportunity to investigate, Seller will then promptly perform any obligation imposed by this Warranty as a result of such investigation.

If upon inspection by the Seller, the Membrane shows premature deterioration because of weathering within the warranty period stated herein, Seller's liability and Buyer's sole and exclusive remedy shall be limited at Seller's option to the supply of repair material sufficient to replace the affected area of Membrane or credit to be applied towards the purchase of a new Membrane, the value of these remedies being determined by the seller based upon the number of remaining months of the unexpired warranty used to pro-rate at current prices for the Membrane. The maximum pro-rated value allowed by Seller for repair or credit shall not exceed the original Membrane purchase price. **This limited warranty does not apply to labor, other materials or any other items.**

BUYER'S REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR CLAIMS AND DAMAGES ARISING FROM FAILURE OF THE MEMBRANE. SELLER MAKES NO WARRANTIES, EITHER EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE FACE HEREOF. SELLER SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCE OR THEORY OF ACTION, INCLUDING BUT NOT LIMITED TO CONTRACT, TORT, PRODUCTS LIABILITY OR OTHERWISE,(I) FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, LOSS OF PROFIT OR DAMAGE TO THE BUILDING OR ANY MERCHANDISE OR OTHER CONTENTS THEREIN, FOR WHATEVER CAUSE INCLUDING BUT NOT LIMITED TO MOLD, FUNGI, AND BACTERIA, EVEN IF THE WARRANTY PROVIDED HEREIN FAILS OF ITS PURPOSE; AND (II) FOR LOSS OR DAMAGE CAUSED OR CONTRIBUTED TO BY SELLER'S APPROVAL OF THE CONTRACTOR OR INSPECTION OF, OR FAILURE TO INSPECT, THE BUILDING ROOF. IN THE EVENT OF ANY ARBITRATION OR LITIGATION REGARDING THIS WARRANTY OR ITS SUBJECT MATTER, IF SELLER IS THE PREVAILING PARTY, BUYER SHALL REIMBURSE SELLER FOR ALL OF SELLER'S DISPUTE RESOLUTION COSTS, INCLUDING ATTORNEY'S FEES. FOR PURPOSES OF THIS WARRANTY, SELLER WILL BE DEEMED THE PREVAILING PARTY IF THE BUYER RECOVERS NOTHING OR A SUM LESS THAN WAS OFFERED IN SETTLEMENT. THIS WARRANTY TAKES PRECEDENCE OVER ANY OTHER DOCUMENTS OR REPRESENTATIONS (WHETHER ORAL OR WRITTEN AND BY WHOMEVER MADE) WHICH CONFLICT WITH THIS WARRANTY.

Seller shall not be liable for any incidental, consequential or other damages such as damages to the structure to which the Membrane is affixed or its contents; and any resulting damage or condition, including but not limited to, mold, fungi or bacteria, nor shall Seller be liable for any damages which are based on negligence, breach of warranty, strict liability or any other theory other than the liability set forth above. Incidental and consequential damages shall not be recoverable even if the re-supply remedy provided for herein fails of its purpose.

Seller will not be liable for any actions or expenditures which are incurred prior to written acknowledgment of Seller's responsibility relating to the re-supply remedy provided for herein. This warranty is not binding upon Seller unless executed by an executive officer of Seller or a duly authorized employee of Seller's Warranty Department. No representative or employee of Seller, or any other party, may alter this Warranty without the prior written consent of an executive officer of Seller or a duly authorized employee of Seller's Warranty Department. This Warranty constitutes the entire understanding of the parties with respect to the subject matter contained herein, and revokes and supersedes all prior agreements, whether written or oral, between the parties. This Warranty shall take precedence over any other documents or representations (whether oral or written, and by whomever made) which may conflict with this Warranty.

MULE-HIDE PRODUCTS CO., INC.

Frank Kelly

By:_____ Its: Senior Technical Service Administrator Date of Issuance:_____

Building Owner's Roof Care and Maintenance Guidelines ver. 2.01

Thank you for choosing a Mule-Hide Roofing System! Following are guidelines on how to care for your roof to help ensure a long useful service life. The manufacturer's warranty is not a maintenance program or agreement. There are various items associated with your roof system that are not covered under the warranty. It is the responsibility of the Building Owner to regularly inspect and maintain the roof.

Mule-Hide strongly recommends the Building Owner institutes an annual maintenance program with written documentation of any activities on the roof. Maintain a log of maintenance procedures and people accessing the roof. This aids the building owner in determining the source of any damage to the roof. Your roofing system should be inspected at least twice a year (once in the spring and once in the fall) and after every major storm. These inspections should be performed by a Mule-Hide Warranty Eligible Applicator or by someone specially trained in roofing systems.

READ YOUR WARRANTY CAREFULLY BEFORE EXECUTING ANY ROOF-TOP WORK OR FILING OF A CLAIM.
Understand the Terms and Conditions to avoid adversely affecting the warranty.

General Guidelines

1. Keep the roof surface clean of debris, especially at drain areas to avoid clogging. Good roofing practice suggests that water not be allowed to remain on the roof for more than 48 hours after a rain. Keeping the roof clear of debris will allow for proper water run-off and avoid overloading the roof with standing water.

2. Keep chemical and petroleum products (acids, chemicals, solvents, greases, oils, or any liquids containing petroleum products) off the membrane to avoid degradation. If swelling occurs, contact Mule-Hide immediately.

3. Do not exhaust kitchen wastes (vegetable oils) or other animal fats directly onto the roof surface. If incidental contact is likely, contact Mule- Hide for recommendations on preventative measures.

4. TPO and PVC membranes may be used for restaurant roofs but must have a rooftop maintenance program in-place to ensure that accumulations of animal fats/grease are regularly removed and the membrane surface is cleaned periodically. See Mule-Hide's Care and Maintenance Overview for specific cleaning instructions.

5. Walkways must be provided if regular rooftop traffic is required, such as servicing of rooftop equipment. Exercise caution when not walking on walkways, especially on white membranes (White-on-Black EPDM, Elastomeric Acrylic Coatings, TPO and PVC) since ice or frost build-up may not be visible. All membranes are slippery when wet.

6. When it is necessary for workers to be on the roof to service rooftop equipment, e.g., HVAC units, antennas, etc., workers should be cautioned to use walkways and to exercise care with their tools and equipment to avoid puncturing the roofing membrane. Mule-Hide recommends that the building owner or property manager keep a "Roof-top Maintenance and Activity Log" to track dates and activities by personnel or other trades.

7. Handprints, footprints, general traffic grime, industrial pollutants and environmental dirt may be cleaned from the surface of the membrane by scrubbing with detergent and water, then rinsing with clean water. To maximize and maintain reflectivity, white membrane(s) should be cleaned once every two years.

8. Keep roof maintenance items, such as counterflashings, metal curbs, metal ducts, etc. sealed watertight at all times. All exposed mastics and sealants regardless of the purpose or function, are required maintenance items to be remediated by the Building Owner, including but not limited to pitch pan and metal flashing sealants.

9. Loss of granules from mineral surfaced membranes is typical and not a manufacturing defect. In cases of granule loss that becomes more noticeable, additional surfacing should be applied as directed by Mule-Hide.

10. Protective elastomeric coating systems will oxidize and weather, losing overall dry film thickness. This is normal and not a defect in the material. Warranties that include an elastomeric coating as a protective surfacing of a membrane may require periodic recoating at specified intervals to maintain the warranty coverage. The Building Owner is responsible for all costs to perform any specified recoating.

11. Examine all areas adjacent to the roof, parapet walls and adjoining structures. Damage to items such as masonry, failing mortar joints, loose or missing sealants, loose stone or tiles, loose and improperly sealed counterflashings, etc., may be the source of leaks that are inadvertently blamed on the roofing system. These items need to be addressed by properly trained personnel to avoid damage to the roof system.

12. If any changes are to be made to the roofing system (HVAC equipment, TV antennas, tie-ins to new roofing systems, etc), contact Mule- Hide for prior approval. Work directly related to the roofing system must be accomplished by a Mule-Hide Warranty Eligible Contractor.

13. If you have a leak, check for the obvious such as clogged roof drains, broken skylights, loose counterflashings, broken water pipes, leaking roof units, and storm damage. Note when the leaking occurs. Items such as heavy or light rain, wind direction, temperature and time of day are important clues for tracking suspected leaks. Does the leak start and stop with the rain, or does leaking continue after the rain has ceased?

If you believe that the leak is covered under the Mule-Hide warranty, please notify Mule-Hide's Warranty Department at (800) 786-1492 as soon as possible, and follow up with written notification in accordance with the warranty terms. Leaks resulting from the deterioration or failure of building components or physical damage are not covered by the Warranty. The building owner must pay the investigation and repair cost if the problem is found to be outside the scope of the Warranty.

For temporary repairs in the Mule-Hide membrane, use a one-part urethane sealant and contact Mule-Hide. **Do not use any Asphalt Product** to make repairs on any single-ply roof as it **WILL** degrade the membrane. If any asphalt product is used on a single-ply roofing membrane, that area will have to be removed and replaced at the Owner's expense.

The preceding **information for care and maintenance for Mule-Hide roofs** is not meant to be exhaustive and is for illustrative purposes only. Please refer to Mule-Hide's **Care and Maintenance Overview** literature on the Mule-Hide website(www.mulehide.com) for more information. Compliance with the above items will aid in assuring a durable, watertight roofing system.

Mule-Hide Products Co., Inc.
P.O. Box 1057 Beloit, WI 53512-1057 Phone:
800-786-1492 Fax: 888-218-7838
www.mulehide.com

SAMPLE

Mule-Hide Products Co., Inc. Acrylic Roofing Material-Only Limited Warranty

Subject to the following terms and conditions, Mule-Hide Products Co., Inc. (Mule-Hide) warrants to above- named building owner (Owner), that the Mule-Hide Roof Coatings Materials (Coatings) are free of manufacturing defects at the time of delivery to the job site. If upon inspection by Mule-Hide, the Coatings are determined to be manufactured defectively, Mule-Hide's liability and Owner's remedies are limited, at Mule-Hide's option to the repair or replacement of the defective product. Mule-Hide further warrants that the Coatings will not prematurely deteriorate to the point of failure of the materials because of weathering for a period of _____ years from the date of sale if properly installed, maintained, and used in accordance with Mule-Hide's specifications. If upon inspection by Mule-Hide, the Coatings shows premature deterioration because of weathering within the warranty period stated herein, Mule-Hide's liability and Owner's remedies are limited, at Mule-Hide's option, to the providing of a replacement amount of material for the original product or a credit to be applied toward the purchase of a new product from Mule-Hide. The amount of replacement material or credit shall be based upon prices in effect at the time the deterioration occurs, multiplied by the amount of product needed to repair the deterioration. The maximum value allowed by Mule-Hide for repair or credit shall not exceed the original purchase price paid by Owner for the Coatings.

TERMS, CONDITIONS and LIMITATIONS

Owner shall provide Mule-Hide and the Applicator with written notice within ten (10) days of the discovery of a leak in the Coatings. Owner shall send written notice of a leak to: Mule-Hide Warranty Department, P.O. Box 1057, Beloit, WI 53512-1057. Mule-Hide or its designee shall have the right to inspect the Coatings before incurring any obligation hereunder. A reinspection fee shall be paid by the Owner to Mule-Hide in the event the claim is not covered by the Warranty.

This Warranty does not apply to materials other than Coatings or workmanship. This Warranty shall not be applicable if, upon Mule-Hide's inspection, Mule-Hide determines that any of the following has occurred:

1. The Coatings are damaged by acts of negligence, accident, misuse or abuse, including but not limited to vandalism, fire, falling objects, civil disobedience, or act of war.
2. Damage by any natural cause, including but not limited to the infestation or presence of plant, mold, fungi, bacteria, insects or animals, lightning, hurricane, tornado, earthquake, hail or any debris resulting from these causes.
3. Damage by environmental fall out, chemical attack from within or outside the Building of any commercial or industrial solvent, acids, caustic fluid, petroleum product, wax, grease, absorbent clay or plasticizer.
4. Deterioration or failure of building components such as, but not limited to, walls, roof substrate (deck), HVAC units, etc., and any resulting damage or condition, including but not limited to, mold, fungi or bacteria or materials not furnished by Mule-Hide.

Occurrence of any of the following shall render this Warranty null and void:

1. Alterations or repairs made on or through the roof or placement upon or attachment to the roof of any object including, but not limited to, any structure, fixture or utility without written authorization from Mule-Hide.
2. Owner's or the Building occupant's failure to use reasonable care in maintaining the roof and Building.
3. Any leak or damage to the Mule-Hide Roof Coatings System which occurs in any area of the roof where water stands or ponds for a period longer than 48 hours.

During the term of this Warranty, Mule-Hide shall have free and unrestricted access to the roof during regular business hours. Mule-Hide shall have no obligation under this Warranty until all bills for installation, supplies, service, and warranty charges have been paid in full to the Mule-Hide Warranty Eligible Applicator, Mule-Hide and other material suppliers. Mule-Hide's failure at any time to assert or enforce any of the Terms, Conditions and Limitations stated herein shall not be construed to be a waiver of such provision. Mule-Hide does not warrant products utilized in this installation which it has not furnished; and specifically disclaims liability under any theory of law, arising out of the installation and performance of, or damages sustained by or caused by, products not furnished by Mule-Hide.

OWNER'S REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR CLAIMS AND DAMAGES ARISING FROM FAILURE OF THE COATINGS. MULE-HIDE MAKES NO WARRANTIES, EITHER EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE FACE HEREOF. MULE-HIDE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS PROVIDED HEREIN, MULE-HIDE SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCE OR THEORY OF ACTION, INCLUDING BUT NOT LIMITED TO CONTRACT, TORT, PRODUCTS LIABILITY OR OTHERWISE,(I) FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, LOSS OF PROFIT OR DAMAGE TO THE BUILDING OR ANY MERCHANDISE OR OTHER CONTENTS THEREIN, FOR WHATEVER CAUSE INCLUDING BUT NOT LIMITED TO MOLD, FUNGI, AND BACTERIA AND (II) FOR LOSS OR DAMAGE CAUSED OR CONTRIBUTED TO BY MULE-HIDE'S APPROVAL OF THE CONTRACTOR OR INSPECTION OF, OR FAILURE TO INSPECT, THE BUILDING ROOF. IN THE EVENT OF ANY ARBITRATION OR LITIGATION REGARDING THIS WARRANTY OR ITS SUBJECT MATTER, IF MULE-HIDE IS THE PREVAILING PARTY, OWNER SHALL REIMBURSE MULE-HIDE FOR ALL OF MULE-HIDE'S DISPUTE RESOLUTION COSTS, INCLUDING ATTORNEY'S FEES. FOR PURPOSES OF THIS WARRANTY, MULE-HIDE WILL BE DEEMED THE PREVAILING PARTY IF THE OWNER RECOVERS NOTHING OR A SUM LESS THAN WAS OFFERED IN SETTLEMENT.

SAMPLE

Building Owner's Roof Care and Maintenance Guidelines ver. 2.01

Thank you for choosing a Mule-Hide Roofing System! Following are guidelines on how to care for your roof to help ensure a long useful service life. The manufacturer's warranty is not a maintenance program or agreement. There are various items associated with your roof system that are not covered under the warranty. It is the responsibility of the Building Owner to regularly inspect and maintain the roof.

Mule-Hide strongly recommends the Building Owner institutes an annual maintenance program with written documentation of any activities on the roof. Maintain a log of maintenance procedures and people accessing the roof. This aids the building owner in determining the source of any damage to the roof. Your roofing system should be inspected at least twice a year (once in the spring and once in the fall) and after every major storm. These inspections should be performed by a Mule-Hide Warranty Eligible Applicator or by someone specially trained in roofing systems.

READ YOUR WARRANTY CAREFULLY BEFORE EXECUTING ANY ROOF-TOP WORK OR FILING OF A CLAIM.
Understand the Terms and Conditions to avoid adversely affecting the warranty.

General Guidelines

1. Keep the roof surface clean of debris, especially at drain areas to avoid clogging. Good roofing practice suggests that water not be allowed to remain on the roof for more than 48 hours after a rain. Keeping the roof clear of debris will allow for proper water run-off and avoid overloading the roof with standing water.
2. Keep chemical and petroleum products (acids, chemicals, solvents, greases, oils, or any liquids containing petroleum products) off the membrane to avoid degradation. If swelling occurs, contact Mule-Hide immediately.
3. Do not exhaust kitchen wastes (vegetable oils) or other animal fats directly onto the roof surface. If incidental contact is likely, contact Mule-Hide for recommendations on preventative measures.
4. TPO and PVC membranes may be used for restaurant roofs but must have a rooftop maintenance program in-place to ensure that accumulations of animal fats/grease are regularly removed and the membrane surface is cleaned periodically. See Mule-Hide's Care and Maintenance Overview for specific cleaning instructions.
5. Walkways must be provided if regular rooftop traffic is required, such as servicing of rooftop equipment. Exercise caution when not walking on walkways, especially on white membranes (White-on-Black EPDM, Elastomeric Acrylic Coatings, TPO and PVC) since ice or frost build-up may not be visible. All membranes are slippery when wet.
6. When it is necessary for workers to be on the roof to service rooftop equipment, e.g., HVAC units, antennas, etc., workers should be cautioned to use walkways and to exercise care with their tools and equipment to avoid puncturing the roofing membrane. Mule-Hide recommends that the building owner or property manager keep a "Roof-top Maintenance and Activity Log" to track dates and activities by personnel or other trades.
7. Handprints, footprints, general traffic grime, industrial pollutants and environmental dirt may be cleaned from the surface of the membrane by scrubbing with detergent and water, then rinsing with clean water. To maximize and maintain reflectivity, white membrane(s) should be cleane once every two years.
8. Keep roof maintenance items, such as counterflashings, metal curbs, metal ducts, etc. sealed watertight at all times. All exposed mastics and sealants regardless of the purpose or function, are required maintenance items to be remediated by the Building Owner, including but not limited to pitch pan and metal flashing sealants.
9. Loss of granules from mineral surfaced membranes is typical and not a manufacturing defect. In cases of granule loss that becomes more noticeable, additional surfacing should be applied as directed by Mule-Hide.
10. Protective elastomeric coating systems will oxidize and weather, losing overall dry film thickness. This is normal and not a defect in the material. Warranties that include an elastomeric coating as a protective surfacing of a membrane may require periodic recoating at specified intervals to maintain the warranty coverage. The Building Owner is responsible for all costs to perform any specified recoating.
11. Examine all areas adjacent to the roof, parapet walls and adjoining structures. Damage to items such as masonry, failing mortar joints, loose or missing sealants, loose stone or tiles, loose and improperly sealed counterflashings, etc., may be the source of leaks that are inadvertently blamed on the roofing system. These items need to be addressed by properly trained personnel to avoid damage to the roof system.
12. If any changes are to be made to the roofing system (HVAC equipment, TV antennas, tie-ins to new roofing systems, etc), contact Mule-Hide for prior approval. Work directly related to the roofing system must be accomplished by a Mule-Hide Warranty Eligible Contractor.
13. If you have a leak, check for the obvious such as clogged roof drains, broken skylights, loose counterflashings, broken water pipes, leaking roof units, and storm damage. Note when the leaking occurs. Items such as heavy or light rain, wind direction, temperature and time of day are important clues for tracking suspected leaks. Does the leak start and stop with the rain, or does leaking continue after the rain has ceased?

If you believe that the leak is covered under the Mule-Hide warranty, please notify Mule-Hide's Warranty Department at (800) 786-1492 as soon as possible, and follow up with written notification in accordance with the warranty terms. Leaks resulting from the deterioration or failure of building components or physical damage are not covered by the Warranty. The building owner must pay the investigation and repair cost if the problem is found to be outside the scope of the Warranty.

For temporary repairs in the Mule-Hide membrane, use a one-part urethane sealant and contact Mule-Hide. **Do not use any Asphalt Product** to make repairs on any single-ply roof as it **WILL** degrade the membrane. If any asphalt product is used on a single-ply roofing membrane, that area will have to be removed and replaced at the Owner's expense.

The preceding **information for care and maintenance for Mule-Hide roofs** is not meant to be exhaustive and is for illustrative purposes only. Please refer to Mule-Hide's **Care and Maintenance Overview** literature on the Mule-Hide website(www.mulehide.com) for more information. Compliance with the above items will aid in assuring a durable, watertight roofing system.

Mule-Hide Products Co., Inc.
P.O. Box 1057 Beloit, WI 53512-1057
Phone: 800-786-1492 Fax: 888-218-7838
www.mulehide.com

Mule-Hide Products Co., Inc. Self-Adhering Mod Bit Roofing Material Warranty

MULE-HIDE PRODUCTS CO., INC. ("Seller") warrants to the above named Building Owner ("Buyer"), installed at the above named location, that its SELF-ADHERING MOD BIT cap-sheet roofing membrane ("Membrane") is free from manufacturing defects and that the Membrane will not deteriorate due to the action of moisture, oxygen, ozone and ultraviolet light modified by time and temperature ("Weathering") to the extent that it becomes incapable of maintaining a watertight condition for a period of _____ years from the date of its original purchase as a roofing membrane and that the Membrane is manufactured in accordance with the manufacturer's specifications.

If upon inspection by the Seller, the Membrane shows premature deterioration to the point of causing leaks because of manufacturing defect or premature weathering within the warranty period stated herein, Seller's liability and Buyer's sole and exclusive remedy shall be limited at Seller's option to providing new Mule-Hide labeled materials and reasonable labor costs for the repair of the affected area of Membrane and excluding accessories and other products not manufactured or labeled by Seller.

This material warranty does not apply to workmanship, other materials or any other items.

Though SELF-ADHERING MOD BIT cap sheet roofing membrane is quite inert and will resist weathering well, it will not withstand the actions of many materials. By way of illustration (but not limited to) such incompatible materials include strong acids, fats, oils, grease and most hydrocarbons. Care must be taken in determining compatible environmental conditions for installation.

Seller assumes no liability for any failure of the membrane resulting from: (1) Any natural cause, including but not limited to lighting, peak gust wind speeds in excess of 55 mph, hurricane, tornado, hail, the infestation or presence of plant, mold, fungi, bacteria insects or animals, earthquake, or any debris resulting from any of the foregoing; (2) Any act of negligence, accident, misuse or abuse, by Buyer, the installer, or any other person, including but not limited to vandalism, fire, falling object, civil disobedience, act of war or any criminal conduct; (3) Environmental fallout, chemical attack or the presence within or outside the Building of any commercial or industrial solvent, acid, caustic fluid, petroleum product, wax, grease, absorbent, clay or plasticizer; (4) Any failure, settlement or movement of the roof structure, roof deck or substrate; (5) Lack of drainage including but not limited to any condition caused by inadequate or improper roof pitch or drains, condensation from machinery, or deflection in the roof surface; (6) Improper installation; and (7) Use in an incompatible environment as indicated in the preceding paragraph.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SELLER DISCLAIMS ANY IMPLED WARRANTY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR LIMITS SUCH WARRANTY TO THE EXPRESS WARRANTY STATED HEREIN. THE WARRANTY DESCRIBED HEREIN IS BUYER'S EXCLUSIVE WARRANTY FROM SELLER AND REPRESENTS THE EXCLUSIVE REMEDY AVAILABLE TO ANY BUYER OF THE MEMBRANE. SELLER MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND OTHER THAN THAT STATED HEREIN. THIS WARRANTY MAY BE MODIFIED ONLY BY SOME OTHER WRITTEN INSTRUMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SELLER AND NO OTHER ENTITY IS AUTHORIZED TO ALTER THIS WARRANTY.

Seller shall not be liable for any incidental, consequential or other damages such as damages to the structure to which the Membrane is affixed or its contents; nor shall Seller be liable for any damages, including damages for personal injury, which are based on negligence, any resulting damage or condition, including but not limited to, mold, fungi or bacteria, breach of warranty, strict liability or any other theory other than the liability set forth above. Incidental and consequential damages shall not be recoverable even if the re-supply remedy provided for herein fails of its purpose. This Warranty shall take precedence over any other documents or representations (whether oral or written, and by whomever made), which may conflict with this Warranty.

To require a performance of Seller's obligations under this Warranty, Buyer must, within thirty (30) days of discovery of the purported defect or deterioration to which the claim relates, send written notification of such defect at its own expense by certified mail to:

MULE-HIDE PRODUCTS CO., INC.
ATTN: WARRANTY DEPARTMENT
P.O. BOX 1057
BELOIT, WI 53512-1057

This notice must include a general description of the purported defect or premature deterioration. Failure to notify the Seller in this manner shall be deemed a waiver of any purported defect or premature deterioration. Within thirty (30) days after Seller has received written notice of the alleged defect, its representative will investigate the claim. Such investigation must include the securement of adequate samples of the Membrane from the structure to which it is affixed for testing by Seller as part of its claims investigation. Failure to be permitted such investigation constitutes a waiver of the purported defect or premature deterioration.

Upon being permitted such opportunity to investigate, Seller will then promptly perform any obligation imposed by this Warranty as a result of such investigation.

Seller will not be liable for any actions or expenditures, which are incurred prior to written acknowledgment of Seller's responsibility relating to the remedy provided for herein.

SAMPLE

Building Owner's Roof Care and Maintenance Guidelines ver. 2.01

Thank you for choosing a Mule-Hide Roofing System! Following are guidelines on how to care for your roof to help ensure a long useful service life. The manufacturer's warranty is not a maintenance program or agreement. There are various items associated with your roof system that are not covered under the warranty. It is the responsibility of the Building Owner to regularly inspect and maintain the roof.

Mule-Hide strongly recommends the Building Owner institutes an annual maintenance program with written documentation of any activities on the roof. Maintain a log of maintenance procedures and people accessing the roof. This aids the building owner in determining the source of any damage to the roof. Your roofing system should be inspected at least twice a year (once in the spring and once in the fall) and after every major storm. These inspections should be performed by a Mule-Hide Warranty Eligible Applicator or by someone specially trained in roofing systems.

READ YOUR WARRANTY CAREFULLY BEFORE EXECUTING ANY ROOF-TOP WORK OR FILING OF A CLAIM.
Understand the Terms and Conditions to avoid adversely affecting the warranty.

General Guidelines

1. Keep the roof surface clean of debris, especially at drain areas to avoid clogging. Good roofing practice suggests that water not be allowed to remain on the roof for more than 48 hours after a rain. Keeping the roof clear of debris will allow for proper water run-off and avoid overloading the roof with standing water.
2. Keep chemical and petroleum products (acids, chemicals, solvents, greases, oils, or any liquids containing petroleum products) off the membrane to avoid degradation. If swelling occurs, contact Mule-Hide immediately.
3. Do not exhaust kitchen wastes (vegetable oils) or other animal fats directly onto the roof surface. If incidental contact is likely, contact Mule-Hide for recommendations on preventative measures.
4. TPO and PVC membranes may be used for restaurant roofs but must have a rooftop maintenance program in-place to ensure that accumulations of animal fats/grease are regularly removed and the membrane surface is cleaned periodically. See Mule-Hide's Care and Maintenance Overview for specific cleaning instructions.
5. Walkways must be provided if regular rooftop traffic is required, such as servicing of rooftop equipment. Exercise caution when not walking on walkways, especially on white membranes (White-on-Black EPDM, Elastomeric Acrylic Coatings, TPO and PVC) since ice or frost build-up may not be visible. All membranes are slippery when wet.
6. When it is necessary for workers to be on the roof to service rooftop equipment, e.g., HVAC units, antennas, etc., workers should be cautioned to use walkways and to exercise care with their tools and equipment to avoid puncturing the roofing membrane. Mule-Hide recommends that the building owner or property manager keep a "Roof-top Maintenance and Activity Log" to track dates and activities by personnel or other trades.
7. Handprints, footprints, general traffic grime, industrial pollutants and environmental dirt may be cleaned from the surface of the membrane by scrubbing with detergent and water, then rinsing with clean water. To maximize and maintain reflectivity, white membrane(s) should be cleaned once every two years.
8. Keep roof maintenance items, such as counterflashings, metal curbs, metal ducts, etc. sealed watertight at all times. All exposed mastics and sealants regardless of the purpose or function, are required maintenance items to be remediated by the Building Owner, including but not limited to pitch pan and metal flashing sealants.
9. Loss of granules from mineral surfaced membranes is typical and not a manufacturing defect. In cases of granule loss that becomes more noticeable, additional surfacing should be applied as directed by Mule-Hide.
10. Protective elastomeric coating systems will oxidize and weather, losing overall dry film thickness. This is normal and not a defect in the material. Warranties that include an elastomeric coating as a protective surfacing of a membrane may require periodic recoating at specified intervals to maintain the warranty coverage. The Building Owner is responsible for all costs to perform any specified recoating.
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If you believe that the leak is covered under the Mule-Hide warranty, please notify Mule-Hide's Warranty Department at (800) 786-1492 as soon as possible, and follow up with written notification in accordance with the warranty terms. Leaks resulting from the deterioration or failure of building components or physical damage are not covered by the Warranty. The building owner must pay the investigation and repair cost if the problem is found to be outside the scope of the Warranty.

For temporary repairs in the Mule-Hide membrane, use a one-part urethane sealant and contact Mule-Hide. **Do not use any Asphalt Product** to make repairs on any single-ply roof as it **WILL** degrade the membrane. If any asphalt product is used on a single-ply roofing membrane, that area will have to be removed and replaced at the Owner's expense.

The preceding **information for care and maintenance for Mule-Hide roofs** is not meant to be exhaustive and is for illustrative purposes only. Please refer to Mule-Hide's **Care and Maintenance Overview** literature on the Mule-Hide website(www.mulehide.com) for more information. Compliance with the above items will aid in assuring a durable, watertight roofing system.

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Primary Vendor Information
Qualifications and Experience
(Place after Tab 2b, 2d, 2e, 2f, 2g, 2h, 2i, 2j, and 2k – As Noted Below)

12. **Place after Tab 2i:** All employees that complete work that involves direct, intentional contact with asbestos containing materials (ACM) shall be trained by an EPA-approved or a state with an approved Asbestos Model Accreditation Plan (MAP) accredited training. **Provide evidence of current Type 3; Abatement Worker training certificates for all workers currently involved in direct, intentional contact with ACM.**

Jim Brown & Sons Roofing Co Inc. does NOT provide abatement testing or removal in house. This is done by an outside service that we use.

Primary Vendor Information
Qualifications and Experience
(Place after Tab 2b, 2d, 2e, 2f, 2g, 2h, 2i, 2j, and 2k – As Noted Below)

13. **Place after Tab 2j:** All employees that will provide roof design service shall be a qualified and registered designer. Designer shall be a professional registered by the *Arizona Board of Technical Registration*, or a Registered Roofing Consultant by the *International Institute of Building Enclosure Consultants*. **Provide evidence of professional registration after Tab 2j.**

Jim Brown & Sons Roofing Co Inc. does NOT provide design services in house. JBS has a relationship with multiple architectural firms.

Primary Vendor Information
Qualifications and Experience
(Place after Tab 2b, 2d, 2e, 2f, 2g, 2h, 2i, 2j, and 2k – As Noted Below)

14. **Place after Tab 2k:** All employees that will provide roof assessments shall be a qualified and registered accessor. Accessor shall be a professional registered by the *Arizona Board of Technical Registration*, or a Registered Roofing Consultant or a Registered Roofing Observer by the *International Institute of Building Enclosure Consultants*. **Provide evidence of professional registration after Tab 2k.**

Jim Brown & Sons Roofing Co Inc. does NOT provide consulting services in house. JBS has a relationship with a few consulting firms.

JBS ROOFING
JIM BROWN & SONS ROOFING

MOHAVE COOPERATIVE

IFB # 23L-1221

TAB 3: Pricing Information

Solicitation Number:	**IFB 23L-1221**
Name of Solicitation:	**Roof and Roofing Systems**
Contract Vendor's Name:	**Jim Brown & Sons Roofing Co. Inc. dba JBS Roofing**

Summary Section One: Shipping, Restock and Bond Information	
Shipping & Handling Rates:	**Standard shipping and handling are included in the bid unless there is a short or custom order freight charge that is billed to us by the manufacturer / supplier. In that case it would be PP & A and the amount would be a flat rate.**
Shipping & Handling Methodology:	**Special shipping and handling will be included in each bid if at all possible, if it comes up on any certain project.**
Expedited Shipping:	**Expedited shipping would be PP & A. The rate would be determined by the supplier / manufacturer.**
Return Shipping:	**N/A**
Lift Gate Fees/Inside Delivery:	**N/A**
Restock Fees:	**Whatever the manufacturer / supplier charges us, NOT TO EXCEED 15%**
Restock Fees Description:	**N/A**
Bond Rates:	**Our bond rates are on a sliding scale and are fixed rate per $ amount.**
Bond Description:	**Bonds are applied after sales taxes are added.**

Summary Section Two: Lodging, M&IE, Mileage, Mobilization, and Travel/Drive Rates	
Lodging Rates:	**CURRENT STATE RATES**
Lodging Methodology:	**When jobs are over 120 miles from our shop, we would typically charge lodging and per diem.**
M&IE (Meals and Incidental Expenses) Rates:	**CURRENT STATE RATES**
M&IE (Meals and Incidental Expenses) Methodology:	**When jobs are over 120 miles from our shop we would charge for M & IE.**
Mileage rates:	**CURRENT STATE RATES**
Mileage methodology:	**Mileage rates apply when project is outside the Phoenix Metro Area. It is calculated by using Google Maps from our office to the exact job site address.**
Mobilization:	**See Installed Roofing Products pricing**
Mobilization Methodology:	**We do not charge a per mile fee, mobilization, or hourly travel time rate. This is included in our pricing. If member places the job on hold after we have already set up and we are asked to leave the jobsite for whatever reason, that is when we would have additional mobilization charges.**
Travel/Drive Rates:	**See Installed Roofing Products pricing**
Travel/Drive Rates Methodology:	**We do not charge a per mile fee, mobilization, or hourly travel time rate. This is included in our pricing. Outside of 90 miles from our location, we will charge per diem & lodging rates per State of Arizona guidelines.**

Section Three: Fees	
Consumable Shop Supplies & Materials:	**Included in Installed Roofing Products pricing.**
Delivery/Pickup Fees:	**N/A**
Document Fees:	**N/A**
Dumpster Fees:	**Included in Installed Roofing Products pricing.**
Equipment Moving Fees:	**N/A**
Equipment Rental	**See Installed Roofing Products pricing.**
Permit Fees:	**Exact cost charged to us by each municipality with NO markup.**
Pcard/Credit Card Payment Processing Fees:	**Pcard or Credit Card Payment is not allowed over $20,000 unless a 2.5% credit card fee is added to the total paid.**

Summary Section Four: Service and Labor Rates

Service and Labor Rates:

Replace the text below with a description of each of your service and labor service rates. Replace the "Service or Labor Description" "Labor Description" below with the name of the service or labor rate, including but not limited to: Design, Installation, and General Labor. Replace the "Rate" "Labor Rate" below with the actual rate, or range of rates. Include regular, overtime, weekend and holiday rates for that specified labor type. Add additional line items as necessary to describe all of your labor rates. Indicate "N/A" if service or labor rates to not apply under an awarded contract.

Type of Labor Rate	Normal Hours	Overtime Hours	Weekend/Holiday Hours
Time and Material Rates Only			
Roofer Drive Time	$95.00	$125.00	$125.00
Roofer Install Time	$95.00	$125.00	$125.00

Summary Section Five: Discount Information

Quick Pay Discount:

JBS Roofing offers a member quick pay discount of 2% if the payment is made on an invoice within 10 days.

Discount Information:

N/A

Manufacturer, Price Lists, Products	Type of Products	Discount off MSRP	Shipping	Warranty Period
Manufacturer, Price Lists, Products	Product Type	Discount	Shipping/Handling	Warranty
Manufacturer, Price Lists, Products	Product Type	Discount	Shipping/Handling	Warranty
Manufacturer, Price Lists, Products	Product Type	Discount	Shipping/Handling	Warranty
Manufacturer, Price Lists, Products	Product Type	Discount	Shipping/Handling	Warranty
Manufacturer, Price Lists, Products	Product Type	Discount	Shipping/Handling	Warranty
Manufacturer, Price Lists, Products	Product Type	Discount	Shipping/Handling	Warranty
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Manufacturer, Price Lists, Products	Product Type	Discount	Shipping/Handling	Warranty
Manufacturer, Price Lists, Products	Product Type	Discount	Shipping/Handling	Warranty
Manufacturer, Price Lists, Products	Product Type	Discount	Shipping/Handling	Warranty
Manufacturer, Price Lists, Products	Product Type	Discount	Shipping/Handling	Warranty

Summary Section Six: Volume Discount Information

Volume Discount Description:

N/A

Volume Discounts:

N/A

Manufacturer	Amount of Purchase Required	Additional Discount	Volume Discount Description
Manufacturer	Volume Purchase Amount	Additional Discount	Provide a description as to how your volume discount (if offered) will be managed under an awarded contract.
Manufacturer	Volume Purchase Amount	Additional Discount	Provide a description as to how your volume discount (if offered) will be managed under an awarded contract.
Manufacturer	Volume Purchase Amount	Additional Discount	Provide a description as to how your volume discount (if offered) will be managed under an awarded contract.
Manufacturer	Volume Purchase Amount	Additional Discount	Provide a description as to how your volume discount (if offered) will be managed under an awarded contract.
Manufacturer	Volume Purchase Amount	Additional Discount	Provide a description as to how your volume discount (if offered) will be managed under an awarded contract.

IFB # 23L-1221

TAB 4: Supporting Contract Documents

Supporting Contract Documents
Firm Information, Order Processing, Individual Contact, and Customer Support Information
(Place after Tab 4a)

1. Contact information for firm's headquarters:

   Physical Address 5537 N 59th Avenue Glendale, AZ 85301

   Mail Address, if different Same

   Main Phone Number 623-247-9252

   Website www.jbsroofingaz.com

2. Contact information for firm's Arizona branch office:

   Physical Address SAME AS ABOVE

   Mail Address, if different _____

   Main Phone Number _____

   Website, if different _____

   Add additional contact information if firm has more than one Arizona branch office.

3. Contact information for purchase orders:

   Physical Address 5537 N 59th Avenue Glendale ,AZ 85301

   Email Address jr@jbsroofingaz.com

   Attention of Jessica Rudd

4. Payment remittance address 5537 N 59th Avenue

   Attn: Accounts Receivable

   City Glendale State AZ Zip 85301

   Telephone (invoice questions) 623-247-9252

5. Provide Arizona Transaction Privilege (sales) Tax License Number: 07-298171-V

   Do you collect city, county and/or other local sales tax in Arizona? *Yes* X *No* ___

   If yes, please check one:

   ☒ Our combined state, city, county and/or other local sales tax rate is 9.2% (local rate).

   ☐ The sales tax rate varies by the location (e.g., ship to rate). Provide additional information below:

   Sales tax is on material only for MRRA jobs.

Supporting Contract Documents
Firm Information, Order Processing, Individual Contact, and Customer Support Information
(Place after Tab 4a)

6. Contacts for Mohave:

Main Mohave representative contact: Chester Goldmeer
(*Shall be the main point of contact for members and be responsible for member information requests.)*
Title Project Manager Email address cg@jbsroofingaz.com
Phone number 623-247-9252 Fax 623-435-8577

Contract Administrator contact: Jessica Rudd
(*Shall be the main point of contact for contract information requests.)*
Title CFO Email address jr@jbsroofingaz.com
Phone number 623-247-9252 Fax 623-435-8577

Accounting contact: Mercedes Rodriguez
(*Shall be the main point of contact for accounting issues.)*
Title Accounting Admin. Assist. Email address mercedes@jbsroofingaz.com
Phone number 623-247-9252 Fax 623-435-8577

Open Order/Status Report contact: Jessica Rudd
(*Shall be the main point of contact regarding open orders and status reports.)*
Title CFO Email address jr@jbsroofingaz.com
Phone number 623-247-9252 Fax 623-435-8577

Audit contact: Jessica Rudd
(*Shall be the main point of contact for audit requests and clarifications.)*
Title CFO Email address jr@jbsroofingaz.com
Phone number 623-247-9252 Fax 623-435-8577

Reconciliation contact: Jessica Rudd
(*Shall be the main point of contact for reconciliation report requests and/or clarifications and payment of administration fees.)*
Title CFO Email address jr@jbsroofingaz.com
Phone number 623-247-9252 Fax 623-435-8577

Escalation contact: Valorie Brown-Miller
(*Shall be the main point of contact when an issue needs to be escalated above the main contact and/or contract administrator for the IFB/contract.* ***This contact shall be a different individual than those named for the contacts listed above and who is authorized to make decisions for the firm.****)*
Title Vice President Email address val@jbsroofingaz.com
Phone number 623-247-9252 Fax 623-435-8577

Supporting Contract Documents
Firm Information, Order Processing, Individual Contact, and Customer Support Information
(Place after Tab 4a)

Provide the requested customer support information for warranty and maintenance service offered by your firm, as applicable.

Do you provide warranty and maintenance for the items in the bid?

☒ **Yes,** the following is applicable to our bid. (If yes, please provide the information below.)

☐ **No,** the following is not applicable to our bid.

Describe the steps a member should take to activate a warranty and how they obtain warranty and maintenance service.

Nothing has to be done for our workmanship warranty to activate it, but each manufacturer process differs. It's possible we could have warranty forms that will need an owner signature before the warranty is active. Once a member pays their final invoice, they are issued any required warranty and roof maintenance information.

Provide the name and address of the facility that will provide warranty and maintenance service, under an awarded contract. Additionally, provide a contact person and phone number for warranty and maintenance service. If there is more than one facility, provide the names and addresses for all facilities. Attach a list if necessary.

Jim Brown & Sons Roofing Co. Inc.
5537 N 59th Avenue
Glendale, AZ 85301
Contact Person(s): Hayden Koltin or Sara Maddux at 623-247-9252

Do you provide technical assistance via phone? ☒ Yes ☐ No If yes, provide a phone number and contact.

Robert Dishmon at 623-247-9252

How many service crews are available that would serve a Mohave contract?

6 crews of 2 men

What is your service response time for metropolitan areas (e.g., Phoenix, Tucson) and rural areas?

24 - 48 hours

Supporting Contract Documents
Sample Supplemental or End-User Agreement(s)
(Place after Tab 4b)

Will members be required to sign supplemental or end-user agreements (sales, maintenance)? (See **4.1 Contract vendor documents** in the Special Terms and Conditions)

☐ Yes ☒ No

If yes, review/revise your agreement(s) for terms that conflict with the Mohave terms and conditions. In addition, review for the following common issues:

Acceptable agreements **shall** include:

- Non-appropriations clause;
- Contract or agreement must be governed by the laws of the State of Arizona;
- Net payment is thirty (30) days.

Agreements **shall not** include:

- Terms beyond one year;
- Waiver of right for a jury trial;
- Requirement of upfront payment by member when purchase order is placed;
- Entire agreement language (Entire agreement language may be allowed, if the following is included in a revised agreement "Terms and Conditions of IFB 23L-1221, and member purchase order");
- Auto-renewal language.

Attach your reviewed/revised agreement(s). **Unacceptable agreement(s) may render your bid nonresponsive.**

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
JIM BROWN & SONS ROOFING COMPANY, INCORPORATED

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

The Method and amount of compesation is in accordance with section 3 of this agreement.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Statement of Work must not exceed $500,000 annually or $2,500,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

The City shall pay Contractor compensation in accordance with the rates as set forth in the Mohave Cooperative Purchasing Agreement Contract No. 23L-JBSR-0419, for Roof and Roofing Systems on as needed basis.