



NAVAJO NATION DEPARTMENT OF JUSTICE
OFFICE OF THE ATTORNEY GENERAL

DOREEN N. MCPAUL
Attorney General

KIMBERLY A. DUTCHER
Deputy Attorney General

DEPARTMENT OF JUSTICE
INITIAL ELIGIBILITY DETERMINATION
FOR NAVAJO NATION FISCAL RECOVERY FUNDS

RFS/HK Review #: HK0205

Date & Time Received: 10/24/22 12:43

Date & Time of Response: 10/28/2022 3:30 p.m.

Entity Requesting FRF: Cove Chapter

Title of Project: Cove Chapter Warehouse

Administrative Oversight: Navajo Division of Community Development

Amount of Funding Requested: \$530,000

Eligibility Determination:

- FRF eligible
- FRF ineligible
- Additional information requested

FRF Eligibility Category:

- (1) Public Health and Economic Impact
- (2) Premium Pay
- (3) Government Services/Lost Revenue
- (4) Water, Sewer, Broadband Infrastructure

U.S. Department of Treasury Reporting Expenditure Category: 1.14 Other Public Health Services

Returned for the following reasons (Ineligibility Reasons / Paragraphs 5. E. (1) - (10) of FRF Procedures):

- | | |
|--|--|
| <input type="checkbox"/> Missing Form | <input type="checkbox"/> Expenditure Plan incomplete |
| <input type="checkbox"/> Supporting documentation missing | <input type="checkbox"/> Funds will not be obligated by 12/31/2024 |
| <input type="checkbox"/> Project will not be completed by 12/31/2026 | <input type="checkbox"/> Incorrect Signatory |
| <input type="checkbox"/> Ineligible purpose | <input type="checkbox"/> Inconsistent with applicable NN or federal laws |
| <input type="checkbox"/> Submitter failed to timely submit CARES reports | |
| <input type="checkbox"/> Additional information submitted is insufficient to make a proper determination | |

Other Comments: _____

Name of DOJ Reviewer: Kristen A. Lowell

Signature of DOJ Reviewer: 

Disclaimers: An NNDOJ Initial Eligibility Determination will be based on the documents provided, which NNDOJ will assume are true, correct, and complete. Should the Project or Program change in any material way after the initial determination, the requestor must seek the advice of NNDOJ. An initial determination is limited to review of the Project or Program as it relates to whether the Project or Program is a legally allowable use – it does not serve as an opinion as to whether or not the Project or Program should be funded, nor does it serve as an opinion as to whether or not the amount requested is reasonable or accurate.

THE NAVAJO NATION
FISCAL RECOVERY FUNDS REQUEST FORM & EXPENDITURE PLAN
FOR GOVERNANCE-CERTIFIED CHAPTERS

Part 1. Identification of parties.

Governance-Certified Chapter requesting FRF: COVE CHAPTER Date prepared: 5/23/22

Chapter's mailing address: PO BOX# 378 Red Valley phone & email: 928 653-5806 website (if any): cove@navajochapters.org

This Form prepared by: Lorraine Johnson-Roy phone/email: ljohnson-roy@nnchapters.org
Chapter Manager 928 653-5807
CONTACT PERSON'S name and title CONTACT PERSON'S info

Title and type of Project: Cove Chapter Warehouse

Chapter President: James Benally phone & email: (928)653-5806 cc_prez@naataanii.org

Chapter Vice-President: Thomas Young phone & email: (928) 653-5806 tyoung@yahoo.com

Chapter Secretary: Charlotte Yazzie phone & email: cyazzie@navajochapters.org

Chapter Treasurer: _____ phone & email: _____

Chapter Manager or CSC: Lorraine Johnson-Roy phone & email: ljohnson-roy@nnchapters.org

DCD/Chapter ASO: Pearl Yellowman phone & email: _____

List types of Subcontractors or Subrecipients that will be paid with FRF (if known): _____
 document attached

Amount of FRF requested: \$530,000.00 FRF funding period: October 2022 - December 31, 2026
indicate Project starting and ending/deadline date

Part 2. Expenditure Plan details.

(a) Describe the Program(s) and/or Project(s) to be funded, including how the funds will be used, for what purposes, the location(s) to be served, and what COVID-related needs will be addressed:

The purchase of the this project is to build a Warehouse to safe keep the Chapter Equipments, the chapter currently has Grader, (2) Backhoes, skid steer and John Deere tractor. These equipments are used during when COVID-19 hit hard in our community. The Chapter warehouse will be utilized to per-plan activities since the pandemic is still with in the community. The warehouse will be used to have initiatives to sponsor meetings also which we can store perishable food and other medical supplies. As a Chapter I will have a duty to administer these funds in the best interest of the Nation.
 document attached

(b) Explain how the Program or Project will benefit the Navajo Nation, Navajo communities, or the Navajo People:

This project will benefit the Cove community and the Navajo Nation. The Pandemic continue to devastate with financial impact throughout the Nation. This warehouse will be used as an office space for teleconference meeting, store food and medical supplies items, due to economic disruptions. Cove is located in remote area and to alleviate long distance travels we can utilized the warehouse to assist community members. First responders can also utilized this warehouse, the Public health emergency workers can utilized this warehouse to provide services such as COVID Testing for the community.
 document attached

(c) A prospective timeline showing the estimated date of completion of the Project and/or each phase of the Project. Disclose any challenges that may prevent you from incurring costs for all funding by December 31, 2024 and/or fully expending funds and completing the Program(s) or Project(s) by December 31, 2026:

Approved Chapter Resolution COVE-21-053

document attached

(d) Identify who will be responsible for implementing the Program or Project:

The Chapter Manager will be responsible for the procurement process, budgeting, project review through the process to the completion date.

document attached

(e) Explain who will be responsible for operations and maintenance costs for the Project once completed, and how such costs will be funded prospectively:

The Operations and maintenance will be handle through the Chapter, the chapter will allocate funds to cover the cost of the maintence.

document attached

(f) State which of the 66 Fiscal Recovery Fund expenditure categories in the attached U.S. Department of the Treasury Appendix 1 listing the proposed Program or Project falls under, and explain the reason why:

6.1 Provision of Government Services
1.2.COVID Testing

document attached

Part 3. Additional documents.

List here all additional supporting documents attached to this FRF Expenditure Plan (or indicate N/A):

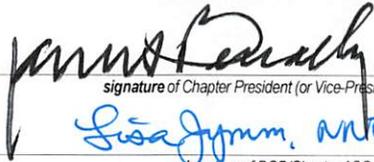
Approved Chapter Resolution COVE-21-053

Chapter Resolution attached

Part 4. Affirmation by Funding Recipient.

Funding Recipient affirms that its receipt of Fiscal Recovery Funds and the implementation of this FRF Expenditure Plan shall be in accordance with Resolution No. CJY-41-21, the ARPA, ARPA Regulations, and with all applicable federal and Navajo Nation laws, regulations, and policies:

Chapter's Preparer: 
signature of Preparer/CONTACT PERSON

Approved by: 
signature of Chapter President (or Vice-President)

Approved by: 
signature of Chapter Manager or CSO

Approved by: 
signature of DCD/Chapter ASO

Approved to submit for Review: _____
signature of DCD Director

FY 2023

THE NAVAJO NATION
PROGRAM BUDGET SUMMARY

APPENDIX B

BUDGET FORM 1

PART I. Business Unit No.: <u>NEW</u>		Program Title: <u>COVE CHAPTER ^{Warehouse} TIRE SHOP</u>		Division/Branch: <u>DIV. COMMUNITY DEV.</u>	
Prepared By: <u>Lorraine J. Roy</u>		Phone No.: <u>928 653-5806</u>		Email Address: <u>ljohnson-roy@nnchapters.org</u>	

PART II. FUNDING SOURCE(S)	Fiscal Year /Term	Amount	% of Total	PART III. BUDGET SUMMARY	Fund Type Code	(A) NNC Approved Original Budget	(B) Proposed Budget	(C) Difference or Total
CYJ-41-21 NN Recovery Funds	<u>10/1/23-9/30/24</u>	<u>530,000.00</u>	<u>100%</u>	2001 Personnel Expenses				
				3000 Travel Expenses				
				3500 Meeting Expenses				
				4000 Supplies				
				5000 Lease and Rental				
				5500 Communications and Utilities				
				6000 Repairs and Maintenance				
				6500 Contractual Services	<u>6</u>	<u>530,000</u>	<u>530,000</u>	<u>530,000</u>
				7000 Special Transactions				
				8000 Public Assistance				
				9000 Capital Outlay				
				9500 Matching Funds				
				9500 Indirect Cost				
				TOTAL		\$0.00	530,000.00	530,000

		<u>530,000</u>		PART IV. POSITIONS AND VEHICLES		(D)	(E)
				Total # of Positions Budgeted:			
TOTAL:					<u>\$0.00</u>	<u>100%</u>	Total # of Vehicles Budgeted:

PART V. I HEREBY ACKNOWLEDGE THAT THE INFORMATION CONTAINED IN THIS BUDGET PACKAGE IS COMPLETE AND ACCURATE.

SUBMITTED BY: <u>Lorraine Johnson-Roy, Chapter Manager</u> Program Manager's Printed Name Program Manager's Signature and Date <u>10/13/22</u>	APPROVED BY: <u>Lisa Jymm</u> Division Director / Branch Chief's Printed Name Division Director / Branch Chief's Signature and Date
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COVE CHAPTER

THE NAVAJO NATION CHAPTER GOVERNMENT

P.O. BOX # 378
RED VALLEY, ARIZONA 86544
PH.: (928)653-5806 FAX: (928)653-5808
EMAIL: COVE@NAVAJOCHAPTERS.ORG
WEBSITE: COVE.NAVAJOCHAPTERS.ORG

COVE-21-053

RESOLUTION OF THE COVE CHAPTER OF THE NAVAJO NATION

APPROVING/REQUESTING \$530,000.00 FOR COVE CHAPTER WAREHOUSE PROJECT UNDER THE AMERICAN RESCUE PLAN ACT (ARPA) INFRASTRUCTURE FUNDS.

WHEREAS:

1. Pursuant to the "Local Governance Act", Title 26 N.N.C. Chapter 1, Section 3 (s), the **Cove Chapter** was established as a Chapter of the Navajo Nation Government by the Navajo Nation Council Resolution Number CAP-34-98; and
2. Pursuant to Chapter 1, Sub Chapter 1, Section 131 (1) (2), of the Same "Act" the **Cove Chapter** has the responsibility and authority to promote, protect, and preserve the interest and general welfare including the safety of its community people, programs, property, and
3. Pursuant to, the same resolution, No. CAP-34-98, the **Cove Chapter** is a duly certified chapter of the Navajo Nation Government and is vested with the authority and responsibility to plan and implement projects in the best interest of the community and
4. **Cove Chapter** is aware of the magnitude of ARPA undertaking the Chapters, and considering the needs of our community, the chapter purchase a motor grader, backhoe, skid steer, water truck and 3500 dually, a warehouse is much needed to safe keep the chapter's assets.
5. The **Cove Chapter** is working with various vendors in obtaining quotes for the 40x100 metal building, concrete, and roll up doors, entrance doors and the labor cost or to hire a contractor to construct the building.

NOW THEREFORE BE IT RESOLVED THAT:

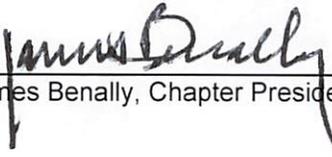
1. Approving/Requesting \$530,000.00 for Cove Chapter Warehouse Project under the American Rescue Plan Act (ARPA) Infrastructure.

CERTIFICATION

We, hereby, certify that the foregoing resolution was presented to the Cove Chapter at a duly called meeting in Cove, Navajo Nation, Arizona, and which a quorum of Chapter members was present and that the same was passed by a vote 06 in favor, 00 oppose, 01 abstention, this 11th day of May 2021.

Motioned: Thomas Young, Sr

Seconded: Raymond Benally


James Benally, Chapter President



CUSTOMER & PROJECT INFORMATION

STORE: Metal Mart #34
505 Menaul Blvd. NW
Albuquerque, NM 87107

CUSTOMER: Lorraine Johnson
LOCATION: Cove, AR 86544

JOB / QUOTE #: **M21-2714**
Estimator: CBB
DATE: **4/27/2021**

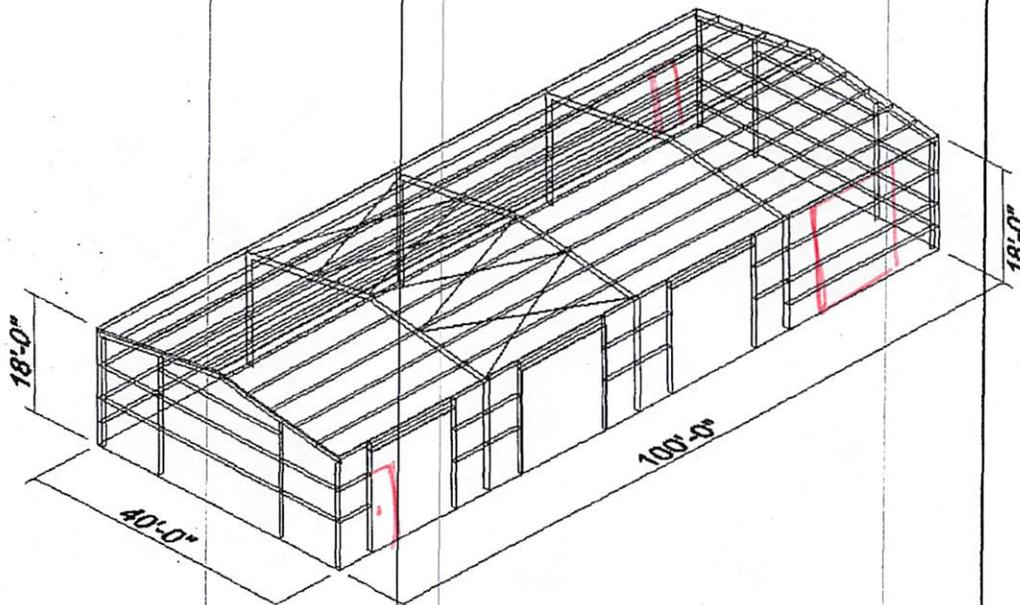
BUILDING DETAILS

BUILDING TYPE: <u>STRAIGHT COLUMN RIGID FRAME</u>	EAVE HT: <u>18</u>	ROOF PITCH: <u>2.0:12</u>	GIRT TYPE: <u>Cee Flush</u>
WIDTH: <u>40</u> LENGTH: <u>100</u>	FRONT SIDE: <u>18</u>	BACK SIDE: <u>18</u>	<u>Cee Flush</u>
SIDEWALL BAY SPACING: <u>4 at 25</u>			

BUILDING CODE		BUILDING LOADS		WALL BRACING	
DESIGN CODE: <u>IBC 06</u>	IMPORTANCE FACTORS	DEAD LOAD: <u>2.5</u> psf	ROOF:	Cable Bracing	
CLOSED/OPEN: <u>Closed</u>	WIND: <u>1.00</u>	LIVE LOAD: <u>20</u> psf	LEFT EW:	Panel Shear	
EXPOSURE: <u>C</u>	SEISMIC: <u>1.00</u>	GROUND SNOW LOAD: <u>10</u> psf	FRONT SW:	Panel Shear	
SEISMIC COEF.: <u>0.203</u>		COLLATERAL: <u>3</u> psf	RIGHT EW:	Panel Shear	
SEISMIC ZONE: <u>B</u>		WIND LOAD: <u>90</u> mph	BACK SW:	Panel Shear	
ROOF EXTENSIONS			ENDWALL FRAMES		
LEFT EW:	FRONT SW:	RIGHT EW:	BACK SW:	LEFT EW: <u>Bearing</u>	RIGHT EW: <u>Bearing</u>

SHEETING & TRIM		
ROOF	WALL	SOFFIT
FINISH: <u>SIL-POLY</u>	FINISH: <u>SIL-POLY</u>	FINISH: _____
PANEL: <u>PBR</u>	PANEL: <u>R</u>	PANEL: _____
GAUGE: <u>26</u>	GAUGE: <u>26</u>	GAUGE: _____

ACCESSORIES		FRAMED OPENINGS	
FRONT SW:	BACK SW:	LEFT ENDWALL: <u>none</u>	
GUTTERS: _____		FRONT SIDEWALL: <u>(3) 14 W x 16 H</u>	
DOWNPOUTS: _____		RIGHT ENDWALL: <u>none</u>	
		BACK SIDEWALL: <u>none</u>	



NOTE: CUSTOMER TO VERIFY THAT ALL CODES, LOADS, CITY, STATE AND COUNTY ARE CORRECT PRIOR TO SIGNING THIS CONTRACT.

CHANGE ORDER PROCEDURE: ANY BUILDING REQUIRING CHANGES THAT HAS BEEN RELEASED FOR PRODUCTION WILL NECESSARILY BE CANCELLED. A NEW ESTIMATE REQUEST WILL NEED TO BE SUBMITTED. THIS WILL EFFECTIVELY START THE JOB OVER. THE REVISED BUILDING PRICE WILL INCREASE AS WELL. THIS IS TO RECOUP THE COST TO ENGINEER AND DRAFT THE ORIGINAL BUILDING.

APPROVED BY CUSTOMER: _____ DATE: _____



Metal Building Quote -- 40x70

1 message

Matthew J. Garcia <Matthew.Garcia@metaldepots.com>
To: "cove@navajochapters.org" <cove@navajochapters.org>

Fri, Apr 16, 2021 at 11:09 AM

Good Morning,

Please see the attached metal building quote.

* Matthew J. Garcia Jr.

Assistant Manager

P: 505-564-8077

F: 505-564-8259

Ext: 58051

mjgarcia@metaldepots.com



Part of the Cornerstone Building Brands Family

[2001 San Juan Blvd](#)

[Farmington, NM 87401](#)

www.metaldepots.com

2 attachments

 **CoveChapterHouse - Purchase Order.pdf**
288K

 **CoveChapterHouse - Sales Drawings.pdf**
200K



This Portion for Plant Use Only		
Quote Number:		
Date Received:		
Request Ship Date:		
Customer: 603/gmartinez		
Dist #:	DM:	QM:

**Farmington (603)
Purchase Order
For Production**

40x70

Buyer Information **Credit Information**

Buyer:	Contact
Name	Credit Terms Established Terms
C/O (if required):	Tax Exempt Status Taxable
Name	

Owner Information **Drawings And Documentation**

Owner:	Qty Type	Purpose	Seal	Ship To
Name	3 Erection Drawings	Construction	DigitalSealed	Shipping Contact
	1 Letter of Certification	Construction	DigitalSealed	Shipping Contact

Jobsite Information **Requested Mailing Dates**

Price Status	For Pricing
Address	Red Valley, AZ 86544
County	Apache
Outside City Limits	Yes
	Anchor Rod
	For Construction
	Send via Express Delivery No

Shipping Information **General Information**

Shipping Terms	Project Name
FOB plant with Freight allowed to jobsite	Cove Chapter House
Ship To	
Red Valley, AZ 86544	
County	
Apache	
Contact:	
Name	
Shipping From	
Phoenix, AZ	

Design Code & Loads

Project Use Category	3B - Commercial - Warehousing and Storage		
Design Code	IBC-2015		
Live / Wind:			
Roof Live Load	20.0 psf	Rain Intensity	4.0 in/hr
Trib. Area Reduction Allowed	Yes		
Wind Speed	115.0 mph		
Wind Exposure	B		
Hurricane Coastline	No		

Snow Load:

Design Code & Loads

Ground Snow	25.0 psf	Snow Exposure	Partially Exposed
Min. Roof Snow Load	20.0 psf	Elevation Above Sea Level	0.0 ft
Code Calculated Flat Roof Snow	20.0 psf		

Seismic:

Spectral Response (Ss)	12.770	Percentage of Snow Load	0.000
Spectral Response (S1)	4.520	Site Class / Soil Type	(D) Stiff Soil

Building Information

Name	40x70	Type	Symmetrical
Frame Type	Clear Span	Building Primer	Red Oxide

Loads, Wind Enclosure, Deflections & Sidesway

Occupancy Category	II - Normal	Thermal Condition	All Others
Enclosure			Calculated
Are all Framed Openings enclosed with materials designed to resist the building wind loads?			Yes
Are all Open Areas enclosed with materials designed to resist building wind loads?			Yes
Open Building Condition			No

Ceiling Load	0.0 psf	Sprinkler Load	0.0 psf
Other Loads	0.5 psf	Brittle Finish/Dryvit	No
Plaster/Sheetrock Ceiling	No		

Deflections:

Endwall Column	120	Wind Framing (Wind)	60
Endwall Rafter (Live)	180	Wind Framing (Seismic)	50
Endwall Rafter (Wind)	180	Partition Column	90
Roof Purlin (Live)	180	Partition Girt	90
Roof Purlin (Wind)	180	Partition Panel	90
Wall Girts	90	Extension Beam (Live)	180
Wall Panel	60	Extension Beam (Wind)	120
Roof Panel (Live)	60	Extension Purlin (Live)	180
Roof Panel (Wind)	60	Extension Purlin (Wind)	180
Main Frame (Horizontal)	60	Facade/Mansard Arm	120
Main Frame (Vertical)	180	Facade/Mansard Panel	90
Main Frame (Seismic)	50	Facade/Mansard Girt	90
Main Frame (Crane)	100		

Topography - Escarpments

Does the building lie on the upper half of a hill, ridge, or escarpment?	No
Is this hill, ridge or escarpment unobstructed in any direction by another similar topographic feature with a height of 100 times its height or 2 miles, whichever is less.	No
Is the hill ridge or escarpment at least twice as tall as any other topographic features within 2 miles?	No
Does the average slope on the top half of the hill ridge or escarpment equal or exceed 20% (11.3°)?	No

Topography - Escarpments

Is the height of the hill, ridge or escarpment equal to or greater than 15 ft for Exposure C or D, or 60 ft for Exposure B? **No**

Geometry, Sidewalls & Endwalls

Width	40'-0"	Length	70'-0"
Eave Height (SWA)	14'-0"	Eave Height (SWC)	14'-0"
Roof Slope	2 : 12	Roof Slope	2 : 12
Distance to Ridge	20'-0"	Distance to Ridge	20'-0"
Girts	Optimized Bypass	Girts	Optimized Bypass
Surface	EWB	Surface	EWD
Type	Bearing Frame	Type	Bearing Frame
Girts	Optimized Flush	Girts	Optimized Flush
Setback	Standard	Setback	Standard
Purlins	Optimized Bypass		

Bracing

<u>Surface</u>	<u>Bay</u>	<u>Bracing Type</u>	<u>Bracing Tiers</u>
Roof	1	Cable	1
Roof	5	Cable	1
SWA	5	Cable	1
SWA	1	Cable	1
SWC	1	Cable	1
SWC	5	Cable	1
EWB	1	Cable	1
EWD	2	Cable	1

Spacings

Bay Spacing(EWB to EWD)	11'-0",3@16'-0",11'-0"
EWB Column Spacing	2@20'-0"
EWD Column Spacing	2@20'-0"
SWA Girt Locations	Optimized
SWC Girt Locations	Optimized
EWB Girt Locations	Optimized
EWD Girt Locations	Optimized
Purlin Spacing	Optimized

Frame Groups :: 1

Frame Lines **2, 3, 4, 5**

SWA:

Column Type **Optimal (Tapered Allowed)**
 Exterior Column Elevation **0'-0"**

SWC:

Column Type **Optimal (Tapered Allowed)**
 Exterior Column Elevation **0'-0"**

Roof Panel

Type	PBR	Fastener Information:	
Gauge/Thickness	26 GA.	Type	Self-Drilling

Roof Panel

Color	300-TBD	Head Finish	Long-Life
		Length	1-1/4"

Wall Panel

Type	PBR	Type	Self-Drilling
Gauge/Thickness	26 GA.	Head Finish	Standard
Color	300-TBD	Length	1-1/4"

Wall Base Condition:

<u>Base Condition</u>	<u>Base Flash</u>	<u>Base Closure</u>	<u>Concrete Notch</u>
Base Angle	Yes	No	Yes

Trim

Trim Style	Classic		
Surface:	SWA	Surface:	SWC
Type	Simple Trim	Type	Simple Trim
Downspout Quantity	N/A	Downspout Quantity	N/A
Northern/Ice Gutter	N/A	Northern/Ice Gutter	N/A
Surface:	EWB	Surface:	EWD
Type	Rake Trim	Type	Rake Trim
Eave	300-TBD	Base Flashing	300-TBD
Corner	300-TBD	Form Based Trim	N/A
Gutters	N/A		
Downspouts	N/A		
Rake Trim	300-TBD		

Accessories

DBCI Door :: 1

Wind Certified	Yes	Hood	No
Insulated	No	Operator	Manual Chain Hoist
Series	5000 Series Wind-Certified	Remote Control	No
Size	12' x 12'	Located in Liner	No
Lock	Inside	Surface	SWA
Door Color	Polar White	Bay Number	2
Trim Color	300-TBD	Offset	2'-0"
Full Cover Trim	Yes		
Seal	Header Seal		

DBCI Door :: 2

Wind Certified	Yes	Hood	No
Insulated	No	Operator	Manual Chain Hoist
Series	5000 Series Wind-Certified	Remote Control	No
Size	12' x 12'	Located in Liner	No
Lock	Inside	Surface	SWA
Door Color	Polar White	Bay Number	3
Trim Color	300-TBD	Offset	2'-0"
Full Cover Trim	Yes		
Seal	Header Seal		

DBCI Door :: 3

Wind Certified	Yes	Hood	No
Insulated	No	Operator	Manual Chain Hoist
Series	5000 Series Wind-Certified	Remote Control	No
Size	12' x 12'	Located in Liner	No
Lock	Inside	Surface	SWA
Door Color	Polar White	Bay Number	4
Trim Color	300-TBD	Offset	2'-0"
Full Cover Trim	Yes		
Seal	Header Seal		

Walk Door :: 1

Quantity	1	Latch Guard	No
Size	3070	ADA Compliant	No
Color	White	Trim Color	300-TBD
Type	Knock Down	Located in Liner	No
Lockset	Cylinder Lever Lock	Include Framed Opening	No
Active Leaves	One - Left	Field Located	Yes
Style	M - Solid	Surface	EWB
Glazing	N/A	Bay Number	2
Swing Direction	Out	Offset	8'-6"

Accessories

Walk Door :: 1

Wind Rated	No
Insulated	Yes
Keyed Alike	No
Closer	No
Kick Plate	No

Walk Door :: 2

Quantity	1	Latch Guard	No
Size	3070	ADA Compliant	No
Color	White	Trim Color	300-TBD
Type	Knock Down	Located in Liner	No
Lockset	Cylinder Lever Lock	Include Framed Opening	No
Active Leaves	One - Left	Field Located	Yes
Style	M - Solid	Surface	EWD
Glazing	N/A	Bay Number	1
Swing Direction	Out	Offset	8'-6"
Wind Rated	No		
Insulated	Yes		
Keyed Alike	No		
Closer	No		
Kick Plate	No		

Uniform Terms and Conditions**UNIFORM TERMS AND CONDITIONS**

1. NCI Metal Depots, a division of NCI Group, Inc. ("Seller" or "Manufacturer") provides the following terms and conditions ("T&C") to apply to this Purchase Order ("PO") for Seller's line of metal building products, goods and/or materials (sometimes referred to as "Metal Building System"). The following T&C will apply without exception to this PO and any and all sales by Seller to the customer named herein ("Buyer"). By its execution and/or acceptance of this PO, Buyer unconditionally and irrevocably accepts these T&C which shall not be waived, modified or amended without the express written consent of Seller's President or Executive Vice-President. Terms and conditions contained within any other document or agreement issued by Buyer, whether conflicting with the T&C hereof or not, shall be of no force and effect. Any documents that Buyer may use including, but not limited to, purchase orders or sales acknowledgement forms shall be deemed to be for the administrative convenience of Buyer only, and this PO shall supersede and take precedence over any of Buyer's terms and conditions that may be contained on any such forms.
2. Any plans, specifications, details, descriptions, drawings, documents, terms and/or conditions not specifically created by Seller or expressly referred to herein are not a part hereof and shall not be binding upon Seller. Buyer acknowledges and agrees that this PO is not valid for plan and specification projects since it is based on Seller's product standards only. If required by this PO, Seller will submit to Buyer approval drawings of the Metal Building System to be purchased, which comprises the goods forming the subject matter hereof. Buyer must return 1 set of approval drawings to Seller with a notation thereon of Buyer's outright approval or approval subject to changes as noted on the approval drawings. Notwithstanding any disclaimer noted by Buyer or any third party, approval or approval subject to changes or corrections on approval drawings affirms that Seller has correctly interpreted the overall requirements for the Metal Building System and its accessories, and the exact location of accessories in the building. Seller will not furnish detailed shop drawings of individual parts of the Metal Building System. If Buyer waives the right to receive approval drawings by ordering a Metal Building System for fabrication or for production, Buyer accepts Seller's interpretation of this PO as being correct and further accepts all responsibility for any discrepancies in the Metal Building System.
3. Seller may initiate or Buyer may request changes to the Metal Building System noted in this PO. If Seller is willing to comply with Buyer's requested changes, Seller will indicate its willingness by preparing a written change order delivered to Buyer using Buyer's contact information set forth in this PO. Buyer expressly agrees that, if such changes result in added costs of any kind, then Buyer shall bear sole responsibility for such additional costs and the fabrication and delivery time will be extended as determined by Seller in its sole discretion. Buyer agrees any change order issued by Seller shall be deemed an amendment to this PO unless, within 3 days following the date of such change order, Buyer delivers its written objections thereto to Seller's President or Executive Vice-President.
4. Either party may cancel this PO by giving written notice to the other party not less than 7 days prior to the cancellation date. In the event of such cancellation, Buyer agrees to pay Seller for any and all costs and damages occasioned thereby, including, but not limited to, Seller's expenses of order processing, engineering, detailing, purchase of material, fabrication and applicable incidental and lost profits damages. Additionally, if Seller believes that Buyer's performance on this PO is substandard or if Seller receives communication from an owner, contractor, subcontractor or any other third party (collectively "third party") regarding Buyer's lack of performance on the project covered by this PO, Buyer agrees and consents to allow Seller to communicate directly with any such third party and further agrees that Seller may immediately cancel this PO, sell the Metal Building System contemplated in this PO to any third party Seller deems necessary and Buyer shall pay Seller any and all damages in accordance with these T&C.
5. As soon as the Metal Building System (or any portion thereof) is ready for delivery to Buyer, Seller will send notification to Buyer and inform Buyer as to the date(s) on which Seller will tender delivery of the Metal Building System to a common carrier for shipment to Buyer. The Metal Building System will be shipped FOB Seller's facilities. Notwithstanding anything to the contrary in this PO or otherwise, title to the Metal Building System sold by Seller to Buyer shall not pass from Seller to Buyer until the Metal Building System is shipped from Seller's facilities by Seller or, when Seller uses a common carrier, when Seller tenders the Metal Building System to a common carrier for delivery to the Buyer. No Metal Building System in the possession of Seller shall be deemed to be identified to any contract between Buyer and Seller and title shall remain with Seller as to all materials and goods until shipped from Seller's facilities or, when Seller uses a common carrier, when tendered to a common carrier. Buyer waives any rights to such goods and agrees not to assert any claim for replevin or similar claim to obtain possession of the Metal Building System. As an accommodation to Buyer, Seller may arrange for shipping of the Metal Building System to Buyer's designated jobsite. Buyer agrees to reimburse Seller for all shipping costs. If Buyer desires to make its own arrangements for shipping, it must notify Seller not less than 30 days prior to the scheduled shipment date. If Buyer fails or refuses to take delivery on the date specified by Seller, then Seller may, in its sole discretion, invoice Buyer for the full price of the Metal Building System or for that portion of the Metal Building System that is ready for delivery. Additionally, Buyer shall reimburse Seller for the cost of storing such materials and transporting the materials to a storage facility, including spotting, switching, drayage, demurrage, transportation and all other costs incurred and will assume the risk of any and all damages or deterioration to the materials while in storage, including but not limited to cost of repainting. Seller expressly reserves the right, in its sole discretion, to divide this PO into separate shipments and invoice such shipments separately. If Buyer delays the detailing, design, fabrication and/or delivery or otherwise delays this PO in any fashion, the purchase price may be adjusted by Seller, in its sole discretion, to reflect any price increase(s) that Seller may put into effect, which Buyer shall immediately pay upon demand.
6. Buyer acknowledges and agrees that it will inspect the goods and/or materials reflected in this PO immediately upon delivery. Seller shall not be liable for any claim of shortage of materials unless notified of such claim by Buyer in writing within 3 days after delivery of the applicable materials. Any claim that materials are defective or nonconforming in any respect or any rejection of materials for being nonconforming under the requirements of this PO must be made in writing within 30 days after delivery of the materials. Buyer must include in the notice the basis of the alleged non-conformity and the description of that portion of the shipment being rejected within the time frames referenced above (which Buyer agrees and stipulates is a reasonable time). Failure to timely furnish any aforementioned written notice will constitute acceptance of the goods and/or materials and will irrevocably bar any claims for which notice was required. On receipt of notification of rejection, Seller may arrange to receive back the materials for shipment and return. However, Seller may have an agent inspect the materials for non-conformity; otherwise such inspection will be made on return to Seller's plant. In the event that such materials are determined to be nonconforming, Seller will ship conforming goods within approximately 30 days, unless Buyer notifies Seller in writing to forego such shipment.
7. Payments under this PO and any other payments due to Seller by Buyer under any other agreement shall be paid to Seller at its corporate office in Houston, Harris County, Texas, its lockbox in Dallas, TX, its office in Caryville, TN or such other place as directed by Seller in writing. Unless specifically enumerated, the price(s) and/or amount(s) reflected on the PO does not include the cost of performance bonds, payment bonds, or federal, state or local taxes including, but not limited to, excise, privilege, occupation, value added, use or sales taxes. Any of these items or amounts that Seller may be required to pay or collect under existing or future laws, including, without limitation, taxes payable upon or with respect to the sale, purchase, delivery, storage, processing, use, consumption or transportation of any of the Metal Building System and materials covered hereby, shall be for the account of Buyer and shall be included on Seller's invoice(s) to Buyer and shall be due and payable by Buyer in accordance with the terms and conditions herein. If Buyer asserts the purchase of the Metal Building System is exempt from sales tax, Buyer must immediately furnish Seller's Tax Department a valid tax exemption certificate. Buyer agrees to be bound by Seller's determination of the validity of any tax exemption certificate. Seller reserves the right to reject any and all tax exemption certificates presented to Seller after shipment of the Metal Building System. Notwithstanding any other agreement to the contrary, Seller reserves the right, prior to making any shipment, to require from Buyer satisfactory security for the payment of all taxes, costs and charges payable by Buyer. In Seller's sole discretion, all orders shall either be pre-paid or cash payable on delivery. Buyer agrees to furnish Seller with a true, accurate and complete legal description of any property on which the Metal Building System is to be erected, Buyer's entity type(s), state of organization/principal residence, organizational identification number, federal taxpayer identification number(s) and/or social security number(s) and any other information requested by Seller. All credit terms shall be established in the sole discretion of Seller's Credit Department and such credit terms can be revoked by Seller's Credit Department at any time. Seller, in its sole discretion, may invoice Buyer for this sale and all material associated with this sale at the time of order, fabrication or shipment. Except as otherwise agreed in writing, all sums owed by Buyer to Seller with respect to this sale are due and payable upon the date of invoice. If Buyer fails to fulfill the terms of payment applicable hereto, Seller may defer

Uniform Terms and Conditions

further shipments, and/or in its sole discretion, cancel the unshipped balance of any unfilled orders. Seller may assign its right to receive from Buyer any payments called for hereunder at any time on upon notification to Buyer as to the assignee for receipt of such payments. If Buyer is in default of this PO or any other agreement with Seller and/or Seller's affiliates, Seller shall have the right, in addition to all other rights stated herein, as well as in law or at equity, to withhold delivery and demand adequate assurances of Buyer's ability to perform Buyer's obligations. Buyer specifically agrees with Seller that any invoiced sum that has not been paid by Buyer within 30 days from the date of invoice shall bear interest at a rate of 10%, but in no event greater than the maximum rate for which Seller and Buyer could lawfully contract with respect to such payment under applicable law. Additionally, if an invoice becomes past due, is placed in the hands of an attorney for collection or if this PO is relevant to any other dispute(s) between the parties, in addition to any other claims, defenses, amounts and/or damages asserted or recovered by Seller, Buyer agrees to pay Seller any and all reasonable and necessary attorneys' fees and costs incurred in any such dispute(s) and/or proceeding(s), together with interest, expenses, costs and any other charges.. Costs incurred in the collection of sums include, without limitation, copying and mailing expenses, lien fees, lost management time, inspection expenses and expert witnesses' expenses in addition to taxable costs incurred in litigation. Buyer agrees that all payments with lien release language on the back of any check shall be sent only to the principal office of Seller, in Houston, Harris County, Texas. Buyer agrees that any payment accepted through Seller's lock box with lien release language on the check does not bind Seller to the attempted release. Seller's agent(s) at the lock box who endorses and/or accepts checks for Seller is authorized only to accept unconditional payments, and no action by said agent(s) shall ever give rise to a claim of any authority, apparent or otherwise, beyond that described in this Article. Acceptance of any conditional check, including any lien release language or otherwise at the lock box or otherwise shall only be a partial release for those funds received, and never otherwise.

8. LIMITATIONS OF WARRANTIES AND DAMAGES – Upon Seller's receipt of Buyer's payment in full of all outstanding invoices with Seller and subject to the terms and conditions set forth herein, Seller warrants the Metal Building System to Buyer only against failure due to defective material or workmanship for a period of 1 year from date of shipment from Seller's plant. The price quoted for any warranty stated herein is subject to price adjustments due to non-standard roof geometry, details, and non-approved or non-standard roof accessories and/or fixtures. Any price adjustment will be at the sole discretion of Seller. Damage due, whether in whole or in part, to faulty or improper installation, erection or maintenance by others shall NOT be covered. As a condition precedent to the effectiveness of the foregoing warranty, the Metal Building System must be erected promptly after shipment from Seller's plant, without any undue delay and must be erected in strict accordance with Seller's procedures and guidelines as stated in its Erection Manual. Any damage to the Metal Building System not directly attributable to the sole negligence or sole fault of Seller is not covered by this warranty. Additionally, misuse and abuse, lack of proper maintenance, and normal wear and tear to the Metal Building System are not covered by this warranty. Seller's sole obligation and Buyer's sole and exclusive remedy, in Seller's sole discretion, with respect to the foregoing warranty is expressly limited to repair of defective materials or furnishing necessary replacement materials FOB Seller's facilities, but shall not include any charges for transportation, insurance, or labor of dismantling and installing such materials. This warranty is non-assignable and non-transferable. The above warranty does not cover products, accessories, parts or attachments that are not manufactured by Seller. **DISCLAIMER OF IMPLIED WARRANTIES**—SELLER MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND WITH RESPECT TO THE METAL BUILDING SYSTEM (EXCEPT FOR THE EXPRESS WARRANTY INCLUDED HEREIN) AND ANY AND ALL IMPLIED WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY AND ALL LIABILITY, WARRANTIES AND REPRESENTATIONS REGARDING, PAST, PRESENT OR FUTURE WATER LEAKS OR MOISTURE INTRUSIONS, DAMAGES TO THE SUBJECT BUILDING(S) OR ANY COMPONENTS OR CONTENTS THEREOF, OR ANY INTERIOR SPACE(S) OR PROPERTY THEREIN, INCLUDING CLAIMS PERTAINING TO MOLD, MILDEW AND/OR FUNGI, OR THE INTERRUPTION IN THE USE OF THE SUBJECT BUILDING(S) OR PERSONAL INJURY OR PROPERTY DAMAGE CLAIMS RESULTING FROM THE ALLEGED EXISTENCE OR GROWTH OF MOLD, MILDEW AND/OR FUNGI. **LIMITATION OF DAMAGES** – NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN TO THE CONTRARY, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT SELLER'S MAXIMUM AGGREGATE LIABILITY TO BUYER OR ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY SUBSEQUENT PURCHASER, WHETHER IN AGREEMENT, UNDER ANY WARRANTY, IN TORT (INCLUDING NEGLIGENCE), IN STRICT LIABILITY OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE ACTUALLY PAID BY BUYER TO SELLER WITH RESPECT TO THE METAL BUILDING SYSTEM. ACCORDINGLY, BUYER AGREES TO ASSUME THE RESPONSIBILITY FOR INSURING AGAINST OR OTHERWISE BEARING THE RISK OF ANY AND ALL GREATER DAMAGES. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, LIQUIDATED, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, DELAY, COST OF COVER OR BACK-CHARGE DAMAGES, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PROPERTY DAMAGE, DAMAGE TO OR LOSS OF EQUIPMENT, LOST PROFITS OR REVENUE, LABOR COSTS AND EXPENSES, COSTS OF RENTING EQUIPMENT AND OTHER ADDITIONAL EXPENSES, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER WILL NOT BE LIABLE FOR ANY DAMAGES, LOSSES OR EXPENSES AS A RESULT OF BUYER'S (OR ANY OTHER PARTY'S) NEGLIGENCE, WHETHER DEEMED ACTIVE OR PASSIVE AND WHETHER OR NOT ANY SUCH NEGLIGENCE IS THE SOLE OR CONTRIBUTING CAUSE OF ANY SUCH DAMAGE, LOSS OR EXPENSE. BUYER ACKNOWLEDGES THAT THE PRICING OF THE PRODUCTS AND/OR SERVICES TO BE PROVIDED BY SELLER PURSUANT TO THIS PO REFLECTS THE INTENT OF THE PARTIES TO LIMIT SELLER'S LIABILITY AS PROVIDED HEREIN. ANY ACTION, CLAIM OR PROCEEDING RELATING TO THIS PO OR THE TRANSACTIONS CONTEMPLATED BY THIS PO MUST BE BROUGHT WITHIN 2 YEARS AND 1 DAY FOLLOWING THE ACTION OR EVENT GIVING RISE TO SUCH ACTION, CLAIM OR PROCEEDING. BUYER AGREES TO USE ITS BEST EFFORTS TO MITIGATE ANY DAMAGES SUSTAINED BY BUYER, OWNER(S) OR ANY THIRD PARTIES PURSUANT TO OR IN CONNECTION WITH THIS PO. NOTWITHSTANDING THE FOREGOING, THE DISCLAIMER OF WARRANTIES AND/OR THE DISCLAIMER AND/OR LIMITATION OF DAMAGES WILL NOT BE DEEMED TO DISCLAIM LIABILITY SPECIFICALLY IMPOSED ON SELLER BY STATUTE OR REGULATION, TO THE EXTENT SUCH LIABILITY CANNOT BE WAIVED OR DISCLAIMED. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE DISCLAIMERS OR LIMITATIONS SET FORTH HEREIN MAY NOT FULLY APPLY TO BUYER. TO THE EXTENT THAT THE DISCLAIMERS AND/OR LIMITATIONS SET FORTH HEREIN ARE NOT FULLY ENFORCEABLE UNDER APPLICABLE LAW, BUYER MAY HAVE OTHER LEGAL RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION. Buyer acknowledges its responsibility to determine the intended use of the Metal Building System ordered, its appropriateness for all uses, applications and loads to be encountered, including but not limited to, live load, wind load, snow/ice load, water load, collateral and auxiliary loads, as well as its appropriateness for drainage systems/requirements, and compliance with the requirements of all governing code bodies, statutory and regulatory agencies. Buyer acknowledges that the Seller is only a manufacturer of goods and is in no way responsible for the use, installation and/or application of the goods and/or materials covered hereunder. Buyer acknowledges that it is not unconscionable under the commercial circumstances hereof to limit the award of consequential damages as contemplated by this PO. Except for the obligations of Seller under "Warranty," all responsibility of Seller for the Metal Building System ceases upon delivery thereof by Seller to a common carrier for shipment to Buyer. All claims against the carrier for damage to or loss of any of the Metal Building System shall be made solely by Buyer. Buyer agrees and stipulates that Seller's schedule is approximate only. Without limiting the above, if retrofit materials are supplied hereunder, Seller's shall not be liable for anything that results from the transfer of any loads from one structure to another structure. Buyer acknowledges and stipulates that Seller has not performed any tests of suitability of the materials supplied hereunder and Buyer has not relied on Seller's statement, promises or assurances in regard to such suitability. Buyer further acknowledges, agrees and stipulates that oil-canning of materials shall not be a cause of rejection of materials.

9. ACCEPTANCE OF MATERIALS - Buyer also acknowledges, agrees and stipulates that installation of materials shall unequivocally constitute irrevocable acceptance of materials.

10. FORCE MAJEURE—Under no circumstances shall Seller be liable in any way to Buyer, building owner and/or any other party for water intrusion or the existence of moisture occurring prior to delivery of the Metal Building System or existing thereafter or any possible effects resulting therefrom; delays, failure in performance, or loss or damage due to *force majeure* conditions including, without limitation: fire; flood; epidemics; quarantine; lightning; strike; embargo; explosion; power surge or failure; acts of god; acts of war or terrorism; labor or employment disputes; civil disturbances; acts of civil or military authority; inability to secure materials, fuel, products or transportation facilities; acts or omissions of suppliers; or any other causes beyond Seller's reasonable control.

11. PRICE INCREASES -BUYER AGREES AND STIPULATES THAT, IN THE EVENT SELLER RECEIVES NOTIFICATION OF A PRICE INCREASE FROM ANY OF ITS

Uniform Terms and Conditions

SUPPLIERS BETWEEN THE DATE OF THIS PO AND THE DATE SCHEDULED FOR DELIVERY OF THE METAL BUILDING SYSTEM, SELLER RESERVES THE RIGHT, IN ITS SOLE DISCRETION AND JUDGMENT, TO INCREASE THE PURCHASE PRICE STATED HEREIN IN AN AMOUNT CORRESPONDING TO SAID PRICE INCREASE(S). MOREOVER, BUYER AGREES AND STIPULATES THAT IT SHALL PAY TO SELLER ANY AND ALL SURCHARGES INCLUDING, BUT NOT LIMITED TO, FUEL SURCHARGES, THAT SELLER MAY PUT INTO EFFECT PRIOR TO DELIVERY OF ALL MATERIALS COVERED BY THIS PO.

12. JURISDICTION, MANDATORY VENUE AND WAIVER OF JURY TRIAL - Except where this PO expressly provides otherwise, the terms of this PO shall be governed in their interpretation by the section titled "Common Industry Practices" from the Low Rise Building System Manual, latest edition, published by the Metal Building Manufacturers Association. In the event that this Manual has no provision, which applies to the subject matter of any dispute over the interpretation of any term or provision of this PO, the interpretation of such term or provision shall be governed by and construed in accordance with the laws of the State of Texas. Further, Buyer acknowledges, stipulates and agrees that this PO was executed, accepted and is to be performed in Harris County, Texas. Buyer acknowledges, stipulates and agrees that (i) any and all claims, actions, proceedings or causes of action relating to the validity, performance, interpretation, and/or enforcement hereof shall only be asserted and/or submitted to a court in Houston, Harris County, Texas and that mandatory venue and jurisdiction for any legal action arising from this PO and/or relating to this PO is only in a court located in Harris County, Texas, (ii) Buyer irrevocably submits itself to the exclusive jurisdiction of the state and federal courts in Houston, Harris County, Texas, (iii) Buyer irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of exclusive venue of any litigation arising out of or in connection with this PO brought in any such court, and (iv) Buyer irrevocably waives any claims that litigation brought in any such court has been brought in an inconvenient forum. **FURTHER, EACH PARTY KNOWINGLY AND VOLUNTARILY AGREES NOT TO ELECT AND EXPRESSLY WAIVES A TRIAL BY JURY WITH RESPECT TO THIS PO AND/OR THE DOCUMENTS CONTEMPLATED HEREBY FOR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION HERewith.** The scope of each of the foregoing waivers is intended to be all encompassing. Buyer acknowledges that the foregoing waivers are material inducements to the agreement of Seller to enter into a business relationship with Buyer, and that Seller has already relied on these waivers in entering into this PO. Buyer warrants and represents that it has reviewed these waivers with its legal counsel, and that it knowingly and voluntarily agrees to each such waiver following consultation therewith.

13. ASSUMPTION OF RISK AND INDEMNITY—BUYER ASSUMES ENTIRE RESPONSIBILITY AND LIABILITY FOR ANY CLAIMS OR ACTIONS BASED ON OR ARISING OUT OF INJURIES, INCLUDING DEATH, TO PERSONS OR DAMAGE TO OR DESTRUCTION OF PROPERTY (WHETHER BELONGING TO BUYER, BUILDING OWNER(S), AND/OR ANY THIRD PARTY), SUSTAINED OR ALLEGED TO HAVE BEEN SUSTAINED IN CONNECTION WITH OR TO HAVE ARISEN OUT OF OR INCIDENTAL TO THE PERFORMANCE HEREOF BY BUYER, ITS AGENTS AND EMPLOYEES, AND ITS SUBCONTRACTORS, THEIR AGENTS AND EMPLOYEES, INCLUDING CLAIMS OR ACTIONS BASED IN WHOLE OR IN PART UPON THE ALLEGED NEGLIGENCE OR FAULT OF SELLER, SELLER'S REPRESENTATIVES, OR THE EMPLOYEES, AGENTS, INVITEES, OR LICENSEES THEREOF. BUYER FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS SELLER AND REPRESENTATIVES, AND THE EMPLOYEES, AGENTS, INVITEES AND LICENSEES THEREOF IN RESPECT OF ANY SUCH MATTERS AND AGREES TO DEFEND ANY CLAIM OR SUIT OR ACTION BROUGHT AGAINST SELLER, SELLER'S REPRESENTATIVE, AND THE EMPLOYEES, AGENTS, INVITEES AND LICENSEES THEREOF. BUYER FURTHER AGREES, WARRANTS AND ACKNOWLEDGES THAT IT IS AWARE THAT SELLER MUST INDEMNIFY AND HOLD HARMLESS BUYER AGAINST LOSS, INCLUDING ALL COURT COSTS AND OTHER REASONABLE EXPENSES, REASONABLE ATTORNEYS' FEES, AND ANY REASONABLE DAMAGES, ARISING OUT OF A PRODUCTS LIABILITY ACTION, EXCEPT FOR ANY LOSS CAUSED BY BUYER'S NEGLIGENCE, INTENTIONAL CONDUCT OR OTHER ACT OR OMISSION, SUCH AS NEGLIGENTLY MODIFYING OR ALTERING THE PRODUCT, FOR WHICH BUYER IS INDEPENDENTLY LIABLE, AS REQUIRED BY CHAPTER 82.001 ET SEQ. OF THE TEXAS CIVIL PRACTICE & REMEDIES CODE, AND BUYER KNOWINGLY, INTENTIONALLY AND VOLUNTARILY WAIVES, DISCLAIMS, RELINQUISHES AND FOREVER RELEASES SELLER FROM ANY AND ALL OF ITS OBLIGATIONS TO INDEMNIFY AND HOLD HARMLESS BUYER AGAINST ANY LOSS ARISING OUT OF A PRODUCTS LIABILITY ACTION AS REQUIRED BY CHAPTER 82.001 ET SEQ. OF THE TEXAS CIVIL PRACTICE & REMEDIES CODE.

14. Buyer acknowledges and agrees that Seller is not the Engineer of Record for this or any other project. Accordingly, Seller shall not be required to carry or maintain any Professional Liability, Errors of Omissions or any other similar type insurance policy or coverage. Buyer will, at its sole expense, maintain insurance during the performance of the services covered by this PO and thereafter, including General Liability Insurance with a per occurrence limit of not less than \$2,000,000. This insurance will include general liability, products liability and completed operations liability coverages, which will extend for 3 years after the completion of the services. Buyer agrees to name Seller as an additional named insured by endorsement with respect to the coverages required to be maintained by Buyer pursuant hereto and Buyer's insurance coverages shall be primary to and not concurrent with any insurance coverages maintained by Seller. Buyer waives any and all rights of subrogation as against Seller. Buyer also agrees that it shall provide Seller with Waivers of Subrogation by endorsement on its insurance policies with respect to the insurance coverages described herein.

15. WAIVER OF CONSUMER RIGHTS—SELLER AND BUYER WAIVE THEIR RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTIONS 17.41 THROUGH 17.63 INCLUSIVE, OF THE TEXAS BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. BUYER REPRESENTS THAT IT HAS CONSULTED WITH AN ATTORNEY OF ITS OWN SELECTION AND, AFTER THAT CONSULTATION, VOLUNTARILY CONSENTS TO THIS WAIVER. The waiver set forth herein shall expressly survive the termination of this PO and the transactions contemplated herein. Each of Seller and Buyer has waived its rights pursuant to the Deceptive Trade Practices-Consumer Protection Act without duress or coercion and fully acknowledges and understands the effect of the waiver.

16. If any provision of this PO is found to be invalid or unenforceable in any jurisdiction, such provision shall be fully severable in such jurisdiction, and this PO shall be construed and enforced as if in such jurisdiction such provision had never comprised a part hereof. In such event, the remaining provisions of this PO shall remain in full force and effect. The terms of this PO are intended by the parties as a final expression of their agreement containing all other understandings between the parties relative to the Metal Building System referenced herein.

Pricing Summary

Estimated Weight (lbs)	17,650
Freight	Included
Estimated Tax	Not Included
Applicable tax will be added at the time of invoice	
Total	\$ 43,153.10

NOTE:

The Terms and Conditions governing this contract are those contained in the section entitled "Uniform Terms and Conditions", and in addition. The parties hereto acknowledge and agree that **NCI Metal Depots** is only required to furnish materials in accordance with this purchase order and the referenced terms and conditions as noted on the previous pages.

Notes:

- Foundation: **Anchor bolts** by others
- Unless otherwise noted, the following specifications and conditions apply:
- All paneling incorporates the purlin-bearing profile
- Price includes long-life roof fasteners (lifetime red-rust warranty)
- The pre-punched connecting clips for the structural elements, including endwall columns, are welded in place and then primed during fabrication
- Buildings are engineered to meet listed codes and loads with the specified factory-located framed openings (size, location, and materials taken into account)
- All structural elements for the specified framed openings (girts, jambs, and headers) are pre-cut and pre-punched and the necessary clips are welded on during fabrication
- Whenever possible, paneling is pre-cut to accommodate the specified factory-located openings (some panels may require cutting in the field)

TERMS OF PAYMENT:

With payment to be made in **Houston, Harris County, Texas** in accordance with terms to be established at the sole discretion of **NCI Metal Depots Credit Department**.

THIS CONTRACT IS NOT VALID UNLESS SIGNED AND ACCEPTED BY A REPRESENTATIVE OF NCI Metal Depots

BUYER'S/CUSTOMER'S ACCEPTANCE OF PURCHASE ORDER:

The prices and conditions are satisfactory and hereby accepted, subject to the terms and conditions set forth above. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted on: _____
Date

Accepted By: _____
Print Name

Signature

Title

Pricing Summary

NCI Metal Depots ACCEPTANCE OF ORDER:

Accepted on:

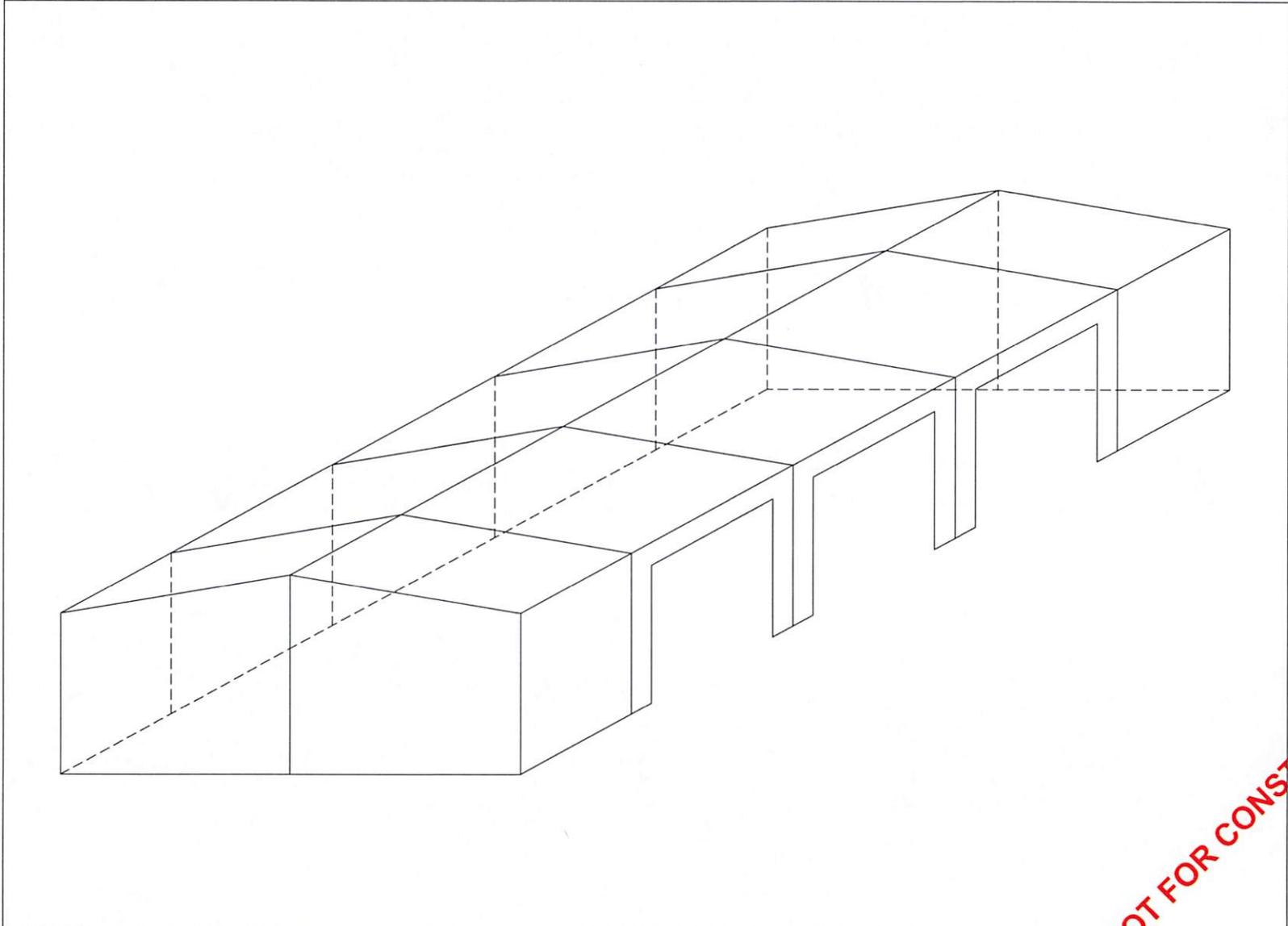
Date

Accepted By:

Print Name

Signature

Title

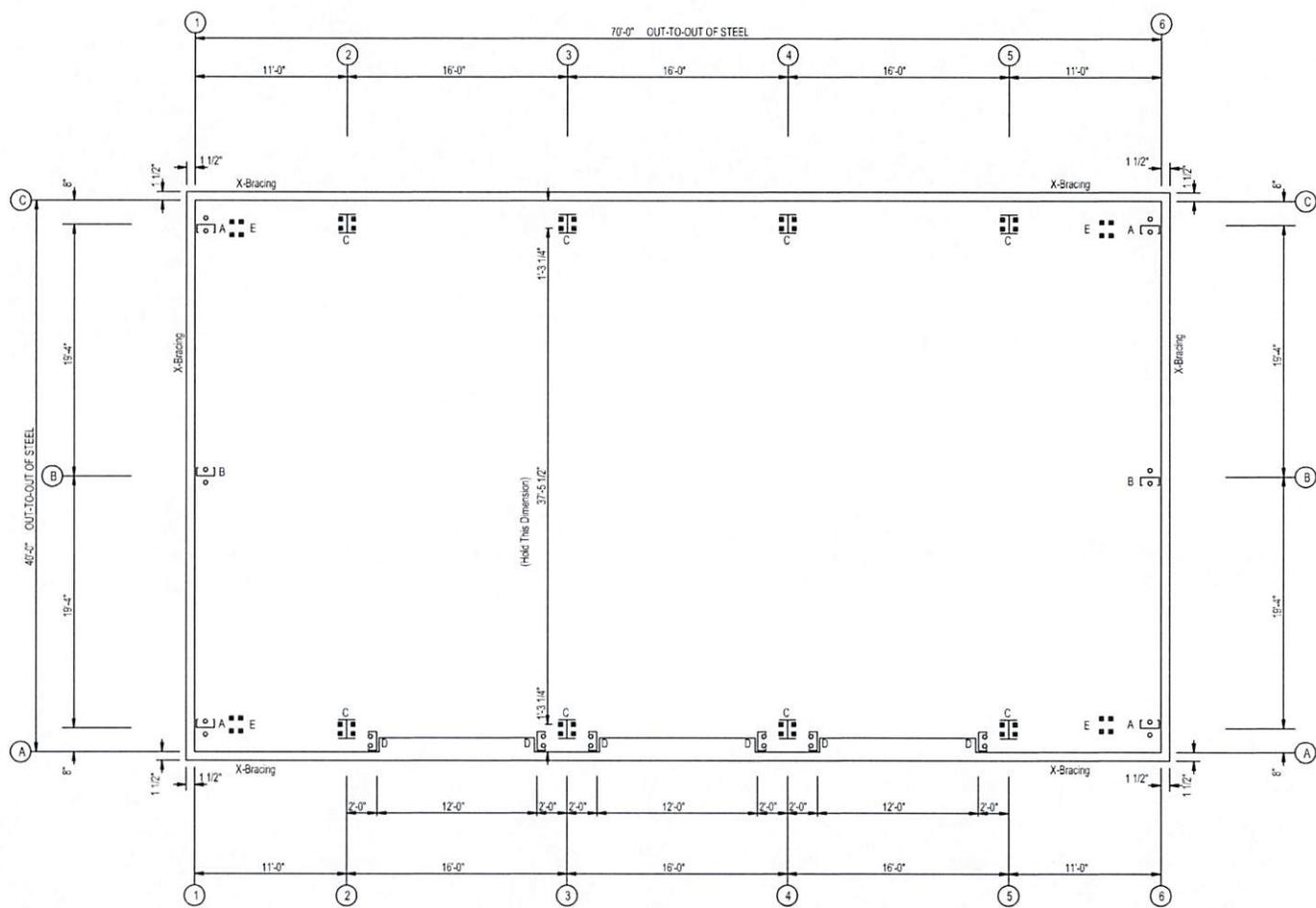


261590672

Building Layout

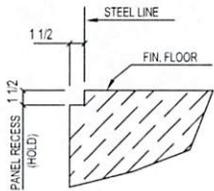
4/16/21

NOT FOR CONSTRUCTION



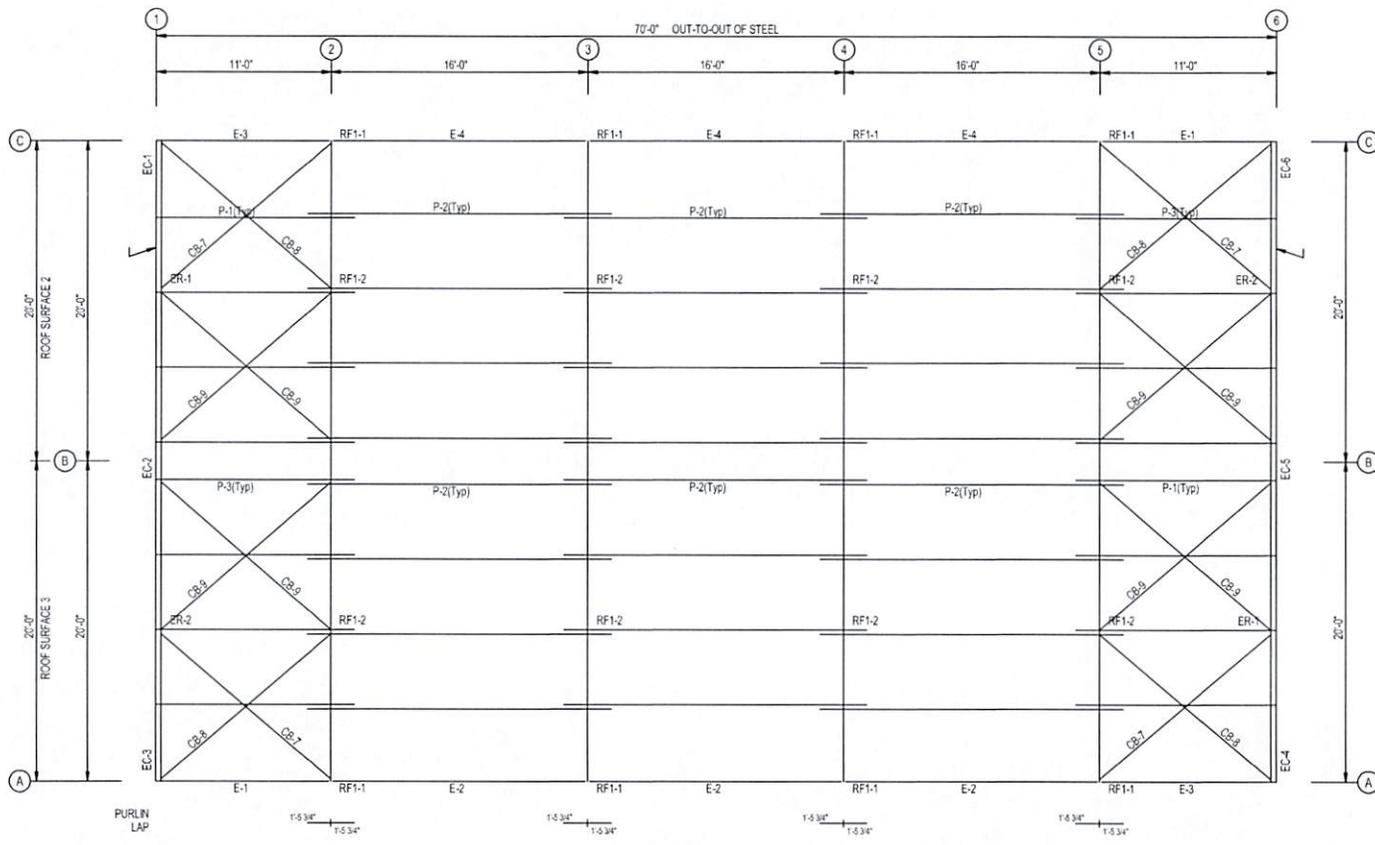
○ Dia= 5/8"
 ⊠ Dia= 3/4"

ANCHOR BOLT PLAN

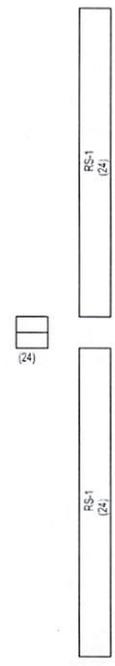


CONCRETE NOTCH DETAIL

NOT FOR CONSTRUCTION

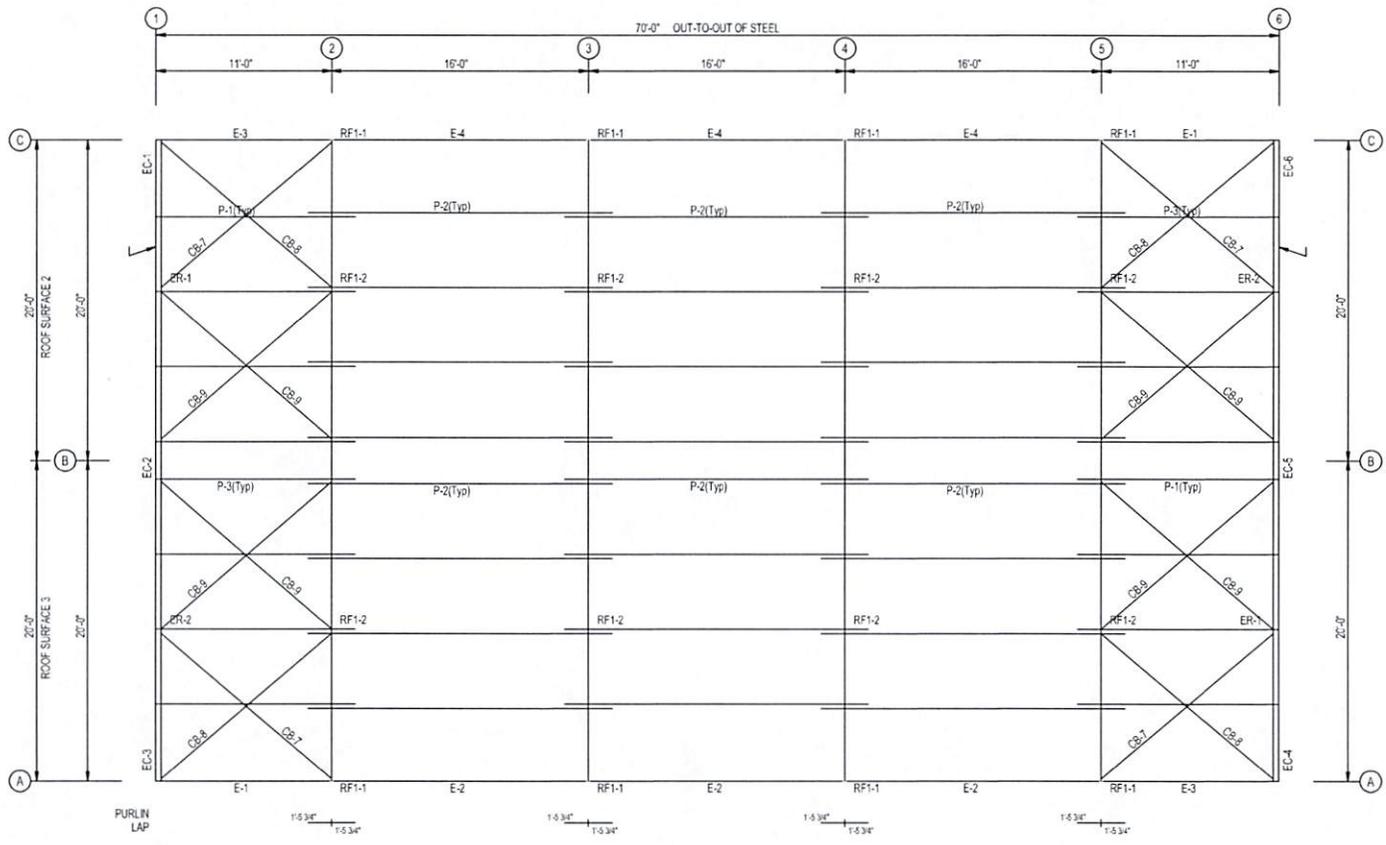


ROOF FRAMING PLAN

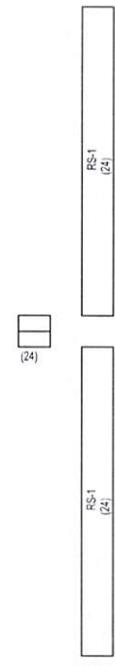


ROOF SHEETING
 PANELS: 26 GA. CORR.
 Snow White

NOT FOR CONSTRUCTION



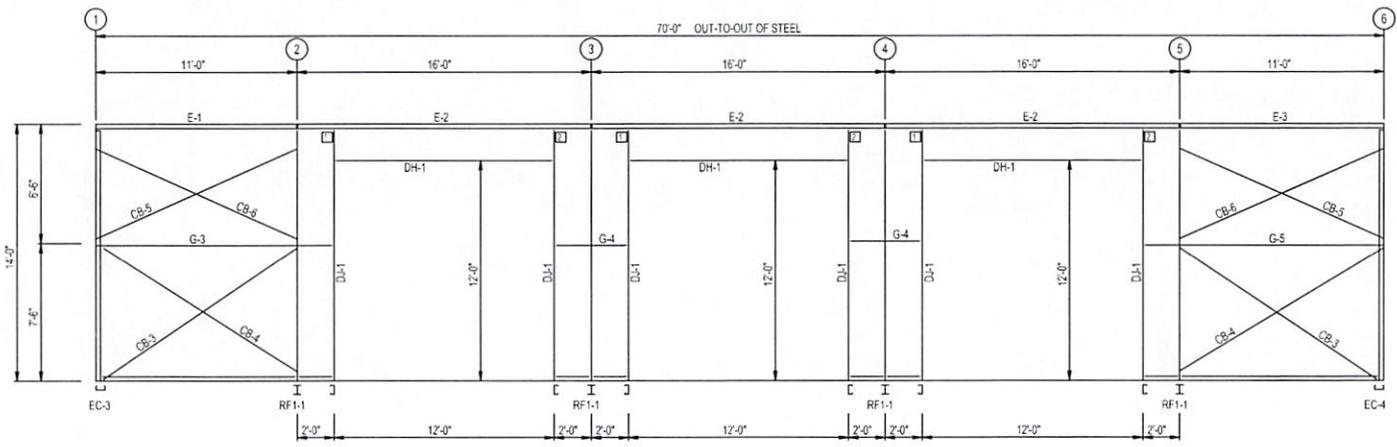
ROOF FRAMING PLAN



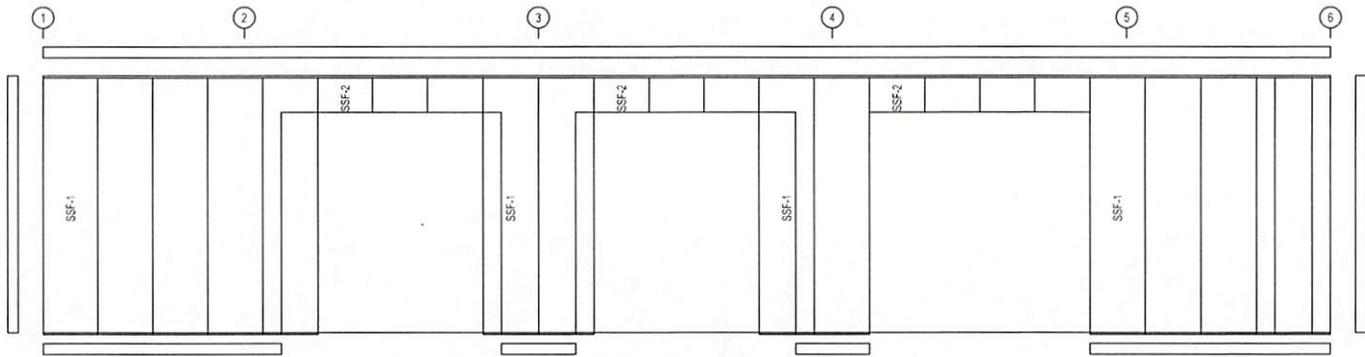
ROOF SHEETING
 PANELS: 26 Gauge GBR
 Snow White

NOT FOR CONSTRUCTION

CONNECTION PLATES	
FRAME LINE A	
FIG.	MARK/PART
1	SC585 L
2	SC585 R



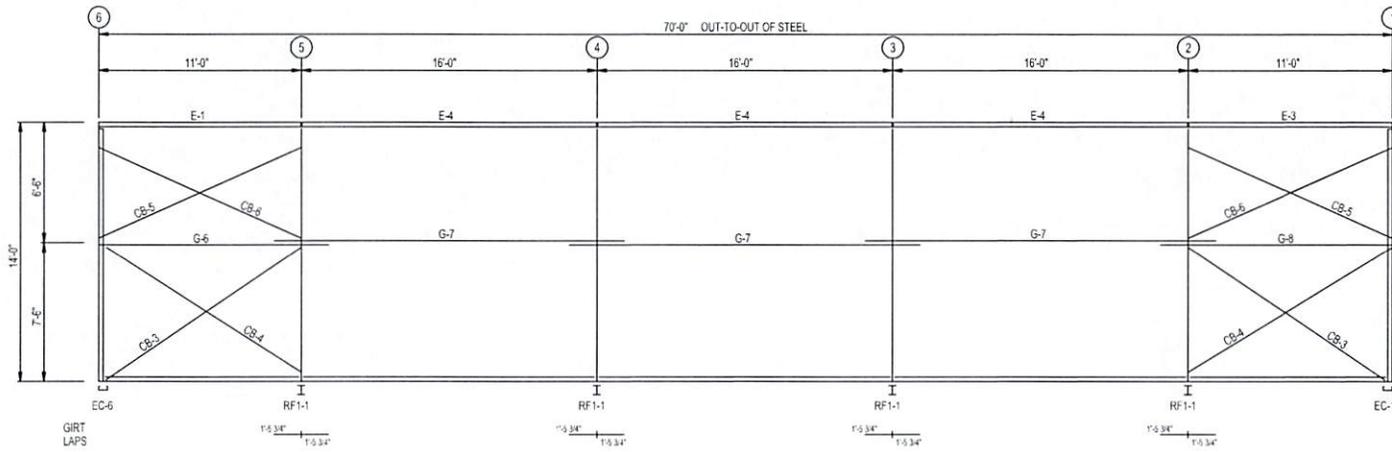
SIDEWALL FRAMING: FRAME LINE A



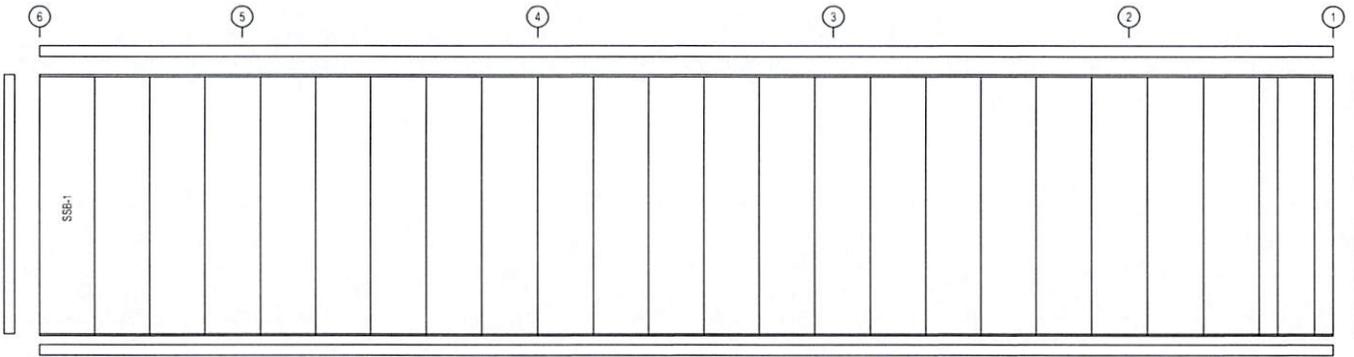
SIDEWALL SHEETING & TRIM: FRAME LINE A

PANELS: 26 Gauge PBR - Snow White

NOT FOR CONSTRUCTION



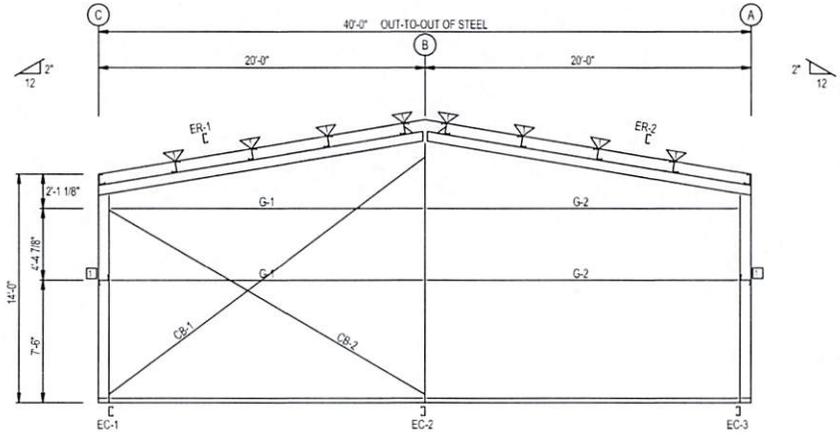
SIDEWALL FRAMING: FRAME LINE C



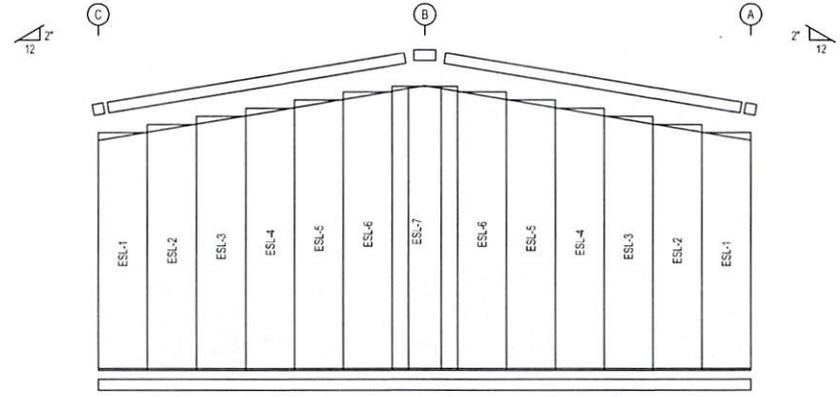
SIDEWALL SHEETING & TRIM: FRAME LINE C

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ENDWALL FRAMING: FRAME LINE 1



ENDWALL SHEETING & TRIM: FRAME LINE 1

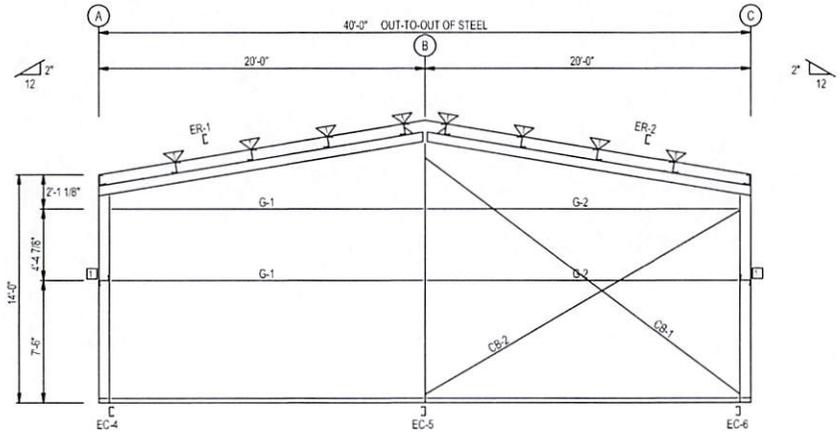
PANELS: 26 Gauge PBR - Snow White

BOLT TABLE				
FRAME LINE 1				
LOCATION	QTY	TYPE	DIA	LENGTH
ER-1/ER-2	8	A325	5/8"	1 3/4"
Cor Column/Raf	4	A325	1/2"	1 1/4"
EC-2/ER-2	4	A325	5/8"	1 1/4"

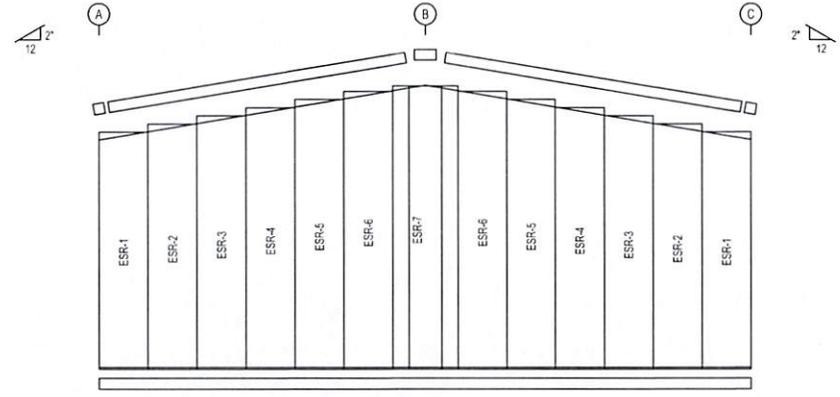
FLANGE BRACE TABLE		
FRAME LINE 1		
ID	PART	LENGTH
FB30	L2X2X1/4G	2'-8"

CONNECTION PLATES		
FRAME LINE 1		
ID	MARK	PART
1	ISC-5	

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ENDWALL FRAMING: FRAME LINE 6



ENDWALL SHEETING & TRIM: FRAME LINE 6

PANELS: 26 Gauge PBR - Snow White

BOLT TABLE				
FRAME LINE 6				
LOCATION	QUAN	TYPE	DIA	LENGTH
ER-TIER-2	8	A325	5/8"	1 3/4"
Cor Column/Raf	4	A325	1/2"	1 1/4"
EC-2-ER-2	4	A325	5/8"	1 1/4"

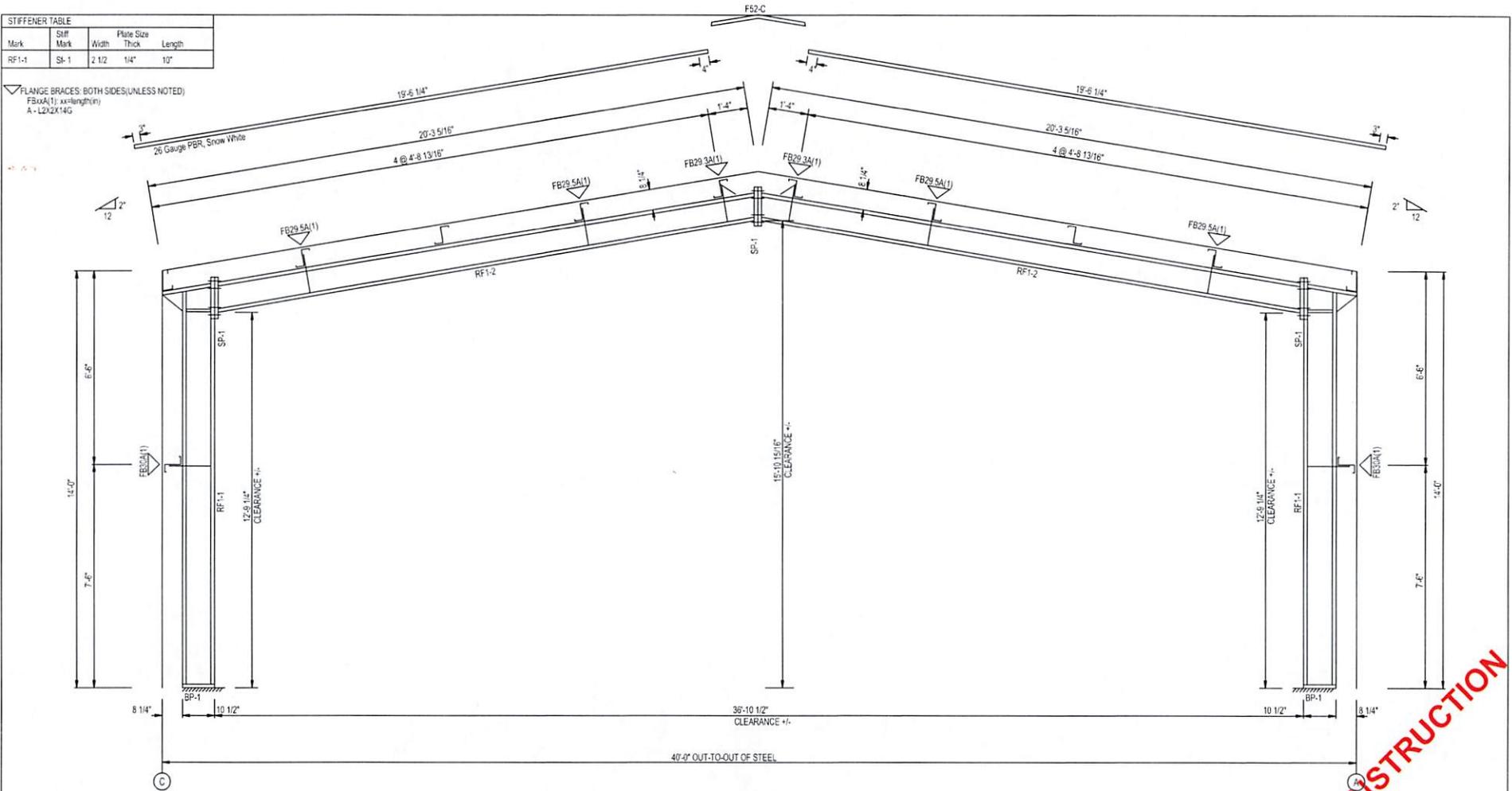
FLANGE BRACE TABLE		
FRAME LINE 6		
ID	PART	LENGTH
FB30	L2X2X1/4G	2'-6"

CONNECTION PLATES	
FRAME LINE 6	
ID	MARK/PART
1	SC-5

NOT FOR CONSTRUCTION

STIFFENER TABLE				
Mark	Stiff Mark	Width	Plate Size Thick	Length
RF1-1	St-1	2 1/2	1/4"	10'

FLANGE BRACES: BOTH SIDES (UNLESS NOTED)
 FB(A)(1): xx-length(in)
 A - L2X2X1/4"



FRAME CROSS SECTION: FRAME LINE 2 3 4 5

NOT FOR CONSTRUCTION

