



CITY OF NORTH RICHLAND HILLS COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This **Cooperative Purchase Customer Agreement** (“**Customer Agreement**”) is entered into by and between CBS Roofing Services, A Division of CBS Mechanical, Inc. (“**Vendor**”) and the **City of North Richland Hills**, (“**Customer**” or “**Authorized Customer**”), a Texas government entity, and a Customer authorized to purchase goods or services pursuant to the Agreement between the TIPS (“**Cooperative Entity**”) and Vendor, Contract No. 210603, as amended, (the “**Agreement**”) with an effective date of 9/30/2021. This Customer Agreement shall be governed by the terms and conditions of the Agreement, which is incorporated herein by reference and is available online at https://www.tips-usa.com/assets/Vendorspdf/21060301_CONTRACT_Roofing_2Part_CBS_Roofing_Svs.pdf or upon request from Vendor, and the Specifications, Contract Proposal Form and Vendor’s Response to the Competitive Sealed Proposal for Roofing @ Fire Station No. 1 for the City of North Richland Hills, Project Number 21-1159-34. The Agreement expires on 9/30/2024. Authorized Customer is eligible and desires to purchase minor repairs and roofing overlay with TPO Roofing Systems, Built-Up Roof Systems, EPDM, Johns Mansville Roof Systems, Standing Seams Metal Roof, Sheet Metal Roof pursuant to the terms and conditions of the Agreement as the Cooperative Entity may specify from time to time, as well as the terms and conditions of this Customer Agreement. To ensure goods and services are provided directly to the Customer, TIPS will only be responsible for services provided to the TIPS and will not be responsible for payments for services provided to Authorized Customer.

The Authorized Customer agrees to the terms and conditions of the Agreement as applicable. The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for equipment and services provided hereunder. Vendor agrees that Customer shall be entitled to the same rights and protections under the law afforded to TIPS under the Agreement, as applicable, as if Customer had entered into the Agreement. Except in the event of gross negligence or intentional misconduct, Customer’s liability shall not exceed the amount paid under this Agreement. Further, Vendor agrees that until the expiration of three (3) years after final payment under this Customer Agreement, or the final conclusion of any audit commenced during the said three years, Customer, or Customer’s designated representative, shall have access to and the right to audit at reasonable times, all records, hard copy or electronic, involving transactions relating to this Customer Agreement necessary to determine compliance therewith, at no additional cost to the Customer. Vendor agrees that the Customer shall have access to such records during normal business hours. Customer shall provide Vendor with reasonable advance notice of any intended audits. Payments under this Agreement shall not exceed \$ 205,000 (“**Purchase Price**”) through 9/30/2024. In the event total costs exceed the Purchase Price, the City may terminate this Agreement without penalty. Notwithstanding any other provision in the Agreement, if the Purchase Price for goods or services under this Customer Agreement is \$3,000 or less, the Customer’s liability shall be limited to the Purchase Price.

The undersigned represents and warrants that he/she has the power and authority to execute this Customer Agreement, bind the respective Authorized Customer, and that the execution and performance of this Customer Agreement has been duly authorized by Customer. This Agreement, and any amendment hereto, may be executed in counterparts, and electronically signed, scanned, digitally signed and sent via electronic mail and such signatures shall have the same effect as original manual signatures.

Authorized Customer has caused this Customer Agreement to be executed by its duly authorized representative to be effective as of this 30th day of November 20 21.

Signature Page to Follow:

