

Warranty #: 16677  
Issued: 1/19/2015  
Expiration: 12/12/2034

**HENRY COMPANY ("HENRY")  
Vegetative Roofing Assembly™  
'System Warranty'  
20 Year Single-Source Limited Warranty  
790-11 HOT APPLIED RUBBERIZED ASPHALT ("SYSTEM")**

Building Name: 8221 Willow Oaks Corporate Drive Office Building  
Building Location: 8221 Willow Oaks Corporate Drive, Fairfax, VA 22031  
Building Owner ("OWNER"): The Board of Supervisors, Fairfax County  
Date System Installation Completed: December 12, 2014  
HENRY Authorized Contractor ("AUTHORIZED CONTRACTOR"): CitiRoof Corporation  
Square Footage: 3,000

**What This Single-Source Limited Warranty Covers:**

**A. MEMBRANE WARRANTY.**

Commencing with the date of completion of installation of the SYSTEM and continuing for the duration of this Warranty, HENRY will, subject to the following section (What This Warranty Does Not Cover), repair or cause to be repaired leaks in the SYSTEM that directly result from defective material. Should the SYSTEM not perform as warranted for its intended application during the warranty period, HENRY's sole obligation shall be to furnish necessary material and labor to repair the affected area and return it to a water-tight condition. HENRY reserves the right to specify the method of repair to maintain the integrity of the warranted SYSTEM.

In the alternative to repairing or causing to be repaired a defective SYSTEM, HENRY shall have the option to (i) buy out the Warranty by paying the OWNER an amount equal to the percentage of the term of the Warranty remaining multiplied by the original installed cost of the SYSTEM including any other materials supplied by HENRY, in which case HENRY's obligations (but not its rights) under this Warranty shall terminate immediately, or (ii) provide for the replacement of the SYSTEM if HENRY unilaterally determines such replacement to be more cost effective for it than repair or buy out.

At Henry's discretion, repairs will include removal and re-installation of the vegetative roofing assembly components, including the membrane, flashings, leak detection components, root barrier/drain board, filter fabric, insulation, growing media, vegetative cover and pavers/ballast (limited to 12 inches of HENRY Vegetative Roofing Assembly™) necessary to effect warranted leak repairs. HENRY reserves the right to specify the method of repair to maintain the integrity of the warranted MEMBRANE.

**B. INSULATION WARRANTY.** HENRY warrants that for a period of twenty (20) years after installation on the roof, the Insulation will retain at least eighty (80) percent of its original thermal resistance. In the event the Insulation does not so perform, HENRY will, at its own expense, repair or modify as necessary to enable the Insulation to perform as warranted subject to the other limitations set forth in this Warranty. HENRY's maximum liability under the provisions of this paragraph is limited to an amount equal to the original purchase price of the insulation.

**C. VEGETATIVE ROOFING ASSEMBLY™.** HENRY warrants that the growing media, soil, and plants will provide 50% thrive coverage of the planted area at one (1) year and 80% thrive coverage of the planted area at two (2) years from the date of substantial completion. In the event such thrive coverage is not attained, HENRY's sole responsibility shall be limited to providing the Owner with sufficient vegetative material of like or similar characteristics, to be determined in HENRY's sole discretion, that will grow to provide the thrive coverage as warranted.

**D. PAVERS.** HENRY warrants that if the pavers supplied should prove to be defective in material during a period of fifteen (15) years from the date of the first delivery thereof, the same will be replaced by HENRY. For purposes of this warranty, "defects" or "defective" shall refer only to any paver(s), which as a result of freeze-thaw delaminates, where such delamination renders the paver(s) unsuitable for its intended use.

**What This Warranty Does Not Cover:**

This Warranty is an agreement to perform certain repairs; it is not a warranty that the SYSTEM will never leak or age or to undertake responsibilities, liabilities or obligations other than those specifically identified in the preceding section.

The AUTHORIZED CONTRACTOR who installs the SYSTEM is not a representative, agent or employee of HENRY. HENRY therefore is not bound by any representations made by the AUTHORIZED CONTRACTOR and does not warrant or guarantee the AUTHORIZED CONTRACTOR's workmanship. IF PRODUCT IS USED FOR OTHER THAN A HENRY SPECIFIED APPLICATION, MISUSED OR ABUSED, IT IS SOLD AS IS AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

HENRY is not responsible or liable for: (a) leaks that are not leaks in the SYSTEM, (b) removal or abatement of asbestos in or on the building, (c) personal injury or property damage of any kind, even if arising from a breach of this Warranty, (d) damage to the building, its contents or components of the roof below the SYSTEM, including mold, mildew or interruption in the use of the building, (e) expenses associated with removal, excavation or replacement of other materials or building assemblies not part of the System, in connection with testing, repair, removal or replacement of the SYSTEM, (f) repairs to or replacement of the SYSTEM not authorized in writing by HENRY, (g) workmanship for the installation of the SYSTEM or building or roof components other than the SYSTEM, (h) change in color or other aesthetic diminution, and (i) leaks or damages to the SYSTEM attributable to one or more of the following conditions:

1. Acts of God and natural calamities (including, but without limitation, lightning, Beaufort Scale 10 or higher winds, hurricane, tornado, hail, earthquake, flood, or other violent storm or casualty), impact of objects or damage to the SYSTEM due to settlement, distortion, failure or cracking of the roof deck, walls or foundation of the building, or for any splitting, cracking, blistering, delamination or separation of the MEMBRANE due to defect and/or failure of underlying materials not supplied by HENRY or for damage by foot traffic.
2. Civil insurrection, war, riot, terrorism, intentional destruction or vandalism.
3. Exposure to ionized radiation, contamination by radioactivity from any nuclear source, chemical or vermin attack on the SYSTEM.
4. Failure to timely report leaks in the SYSTEM or to repair leaks not covered by this Warranty.
5. Leaks caused by water entering from building components adjacent to the SYSTEM or moisture migration either through or around other building components such as rooftop equipment, walls, copings, pitch pans and details which do not conform with HENRY details.
6. Installations on or through the SYSTEM unless done in a manner prescribed and accepted by HENRY.
7. Repairs or alterations to the SYSTEM that are (i) not authorized first in writing by HENRY or (ii) performed by a contractor who is not an AUTHORIZED CONTRACTOR.
8. Inadequate rooftop drainage or ponding lasting longer than 48 hours as defined by the National Roofing Contractors Association.
9. Normal wear and tear.

Site reviews or plan reviews by HENRY are solely for HENRY's benefit and others shall have no right to rely upon the results of such reviews. Responsibility for the design of the SYSTEM, supervision of roofers and contractors, maintenance of the SYSTEM and all responsibility not expressly assumed by HENRY herein remain with the Owner.

Owner understands that HENRY provides this single-source warranty on products and services manufactured and supplied by independent contractors and suppliers ("Vendor" or "Vendors") with whom HENRY has entered into binding agreements. Vendors provide the insulation, vegetation, growing media, water retention/drainage composites, metal accessories, and/or pavers. Notwithstanding any other provision of this Limited Warranty, at any time a Vendor files a petition in bankruptcy, becomes insolvent, dissolves, or is otherwise unable to meet Vendor's warranty obligations as determined solely by HENRY, HENRY shall have no further responsibility hereunder to warrant such Vendor's product(s) and/or services or provide warranty service thereon. In no event will Henry's warranty obligation exceed that of Vendor or Vendor's warranty obligation.

#### Obtaining Warranty Service:

Notify HENRY through email at [warranty@henry.com](mailto:warranty@henry.com), within 24 hours or within the next business day of discovery of any leaks in the SYSTEM or upon discovery of any other warranted claim. The Owner must give written notice to HENRY no later than thirty (30) days after a leak or other warranted claim is discovered or should by reasonable diligence have been discovered. The notice shall include all information available to the Owner regarding the nature and source of the leaks or other warranted claim. When properly and timely notified as described, HENRY will inspect the SYSTEM and if there are leaks in the SYSTEM or other claim covered by the terms of this Warranty, will arrange for repairs to the SYSTEM. Repair, and the cost thereof, of all other non-warranted claims are the responsibility of the Owner.

Owner hereby authorizes HENRY to investigate the alleged failure of the SYSTEM. It is a condition of HENRY's liability hereunder that Owner provide HENRY or its agents access to a roof hatch, penthouse, stairway or other safe access to all parts of the roof if the installation is more than two stories above or inaccessible from the ground, during regular business hours throughout the term of the Warranty. Should the alleged failure or the remedy sought by the Owner lie outside the scope of this Warranty, owner agrees to promptly reimburse HENRY for the cost of any such investigation, including repair costs, costs related to gaining access to affected components of the SYSTEM including the removal or temporary movement of anything on, in or around the SYSTEM, plus a HENRY administrative fee of \$250.00.

#### Time for Repairs:

HENRY shall have forty-five (45) days after receipt of written notification of a warranty claim to initiate repair of the SYSTEM unless prevented by acts of God or events beyond HENRY's reasonable control.

#### Limitations and Exclusions:

TO THE EXTENT PERMITTED BY APPLICABLE LAW, HENRY DISCLAIMS ANY OTHER WARRANTY EXPRESS OR IMPLIED, THAN THAT PROVIDED FOR HEREIN. THIS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, GUARANTEES, CONDITIONS AND REPRESENTATIONS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED CONDITIONS OR WARRANTIES AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE HENRY SYSTEM. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. HENRY DOES NOT AUTHORIZE ANY PERSON INCLUDING ITS REPRESENTATIVES, TO MAKE ANY REPRESENTATION OR TO OFFER ANY WARRANTY, CONDITION OR GUARANTY IN RESPECT OF THE SYSTEM OTHER THAN THIS WARRANTY. THIS WARRANTY CANNOT BE MODIFIED EXCEPT IN WRITING SIGNED BY HENRY'S WARRANTY MANAGER. THIS LIMITED WARRANTY SHALL BE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST HENRY AND UNDER NO CIRCUMSTANCES SHALL HENRY BE LIABLE FOR AN AMOUNT GREATER THAN THE ACTUAL PURCHASE PRICES OF THE UNIT OR FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF USE, OR DAMAGE TO THE BUILDING OR ITS CONTENTS OR THE ROOF DECK. INCIDENTAL, CONSEQUENTIAL AND EXEMPLARY DAMAGES SHALL NOT BE RECOVERABLE EVEN IF THE REMEDIES OR THE ACTIONS PROVIDED FOR IN THIS WARRANTY FAIL OF THEIR ESSENTIAL PURPOSE. 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. HENRY SHALL NOT BE LIABLE FOR ANY DAMAGES WHICH ARE BASED UPON NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF WARRANTY, BREACH OF CONTRACT, STRICT LIABILITY OR ANY OTHER LEGAL THEORY OF LIABILITY OTHER THAN THE EXCLUSIVE LIABILITY SET FORTH IN THIS WARRANTY.

#### Conditions of Warranty:

HENRY's continuing liability under this Warranty is conditioned upon the following:

- (a) The SYSTEM and all components thereof have been prepared and applied in accordance with HENRY's published specifications in effect at the time of application, as found on [www.henry.com](http://www.henry.com), or a project specific specification that a duly authorized HENRY representative approved and authorized;
- (b) The SYSTEM and all components thereof have been sold by HENRY.
- (c) The planted vegetation has been properly watered and/or irrigated during the period the plants are establishing themselves;
- (d) Proper maintenance has been provided to remove weeds and fill in areas where the plants have not established themselves with like or similar plants and/or cuttings;
- (e) No amount is owing to the AUTHORIZED CONTRACTOR, or HENRY in respect of the SYSTEM;
- (f) The SYSTEM has not been altered, modified or repaired without prior written approval of HENRY;
- (g) Owner has notified HENRY in writing of any failure of the SYSTEM covered by this Warranty within thirty (30) days following such failure;
- (h) The roof has not been used for recreation or storage or for any other purpose not first approved by HENRY in writing;
- (i) There has been no misuse, abuse or negligence with respect to the SYSTEM on the part of the Owner, facility or mechanical tradesmen;
- (j) Owner has notified HENRY and obtained its written consent prior to making any change of use or transfer of ownership of the building;
- (k) Owner has followed HENRY's maintenance guidelines (attached as Addendum A);
- (l) Owner has submitted a "Maintenance Report Form" after each maintenance visit (attached as Addendum B); and
- (m) Owner obtained written approval from HENRY prior to any alterations or additions to or on the SYSTEM such as, but not limited to, installation or modification of air conditioning units, other structures or equipment or supports for signs or antennas, the vegetation system and/or any component thereof, the irrigation system, removal of ballast.
- (n) OWNER must notify HENRY in writing no later than seven (7) days prior to any scheduled inspection other than those inspections required in Addendum A. HENRY shall be entitled to be present during any such inspection.

#### Transfer:

This Warranty is assignable conditioned upon prior written approval by HENRY. Such approval is subject to the terms, conditions and fees contained in HENRY's application for transfer of warranty. In the event of a sale or transfer of the building to a purchaser ("Purchaser"), Owner may transfer this Warranty to Purchaser upon complete satisfaction within sixty (60) days of such sale or transfer of the Conditions of Transfer set forth below. Except as set forth herein, any assignment, sale or transfer of this Warranty or the building shall terminate all liability of HENRY under this Warranty and any applicable implied warranties including warranties of merchantability and fitness for a particular purpose. Upon a HENRY-approved transfer by Owner of the building or this Warranty, any and all obligations or liabilities of HENRY to Owner shall automatically terminate.

#### Conditions of Transfer:

The Owner and Purchaser must (1) within thirty (30) days after the transfer of the building, pay to HENRY the standard warranty transfer fee in effect at the time and provide HENRY written notice containing the names of the Owner and Purchaser, the address of the building, the Warranty Number set forth above, and the date of the transfer; (2) permit HENRY to inspect the SYSTEM; (3) cause repairs or replacements to be made at the Owner's or Purchaser's expense in accordance with HENRY's written recommendations and specifications for all areas identified by HENRY in its sole discretion; and (4) provide written certification to HENRY that the building's use has not changed since the date of SYSTEM completion. Failure of the Owner or Purchaser to follow this procedure shall void this Warranty and terminate all liability of HENRY hereunder.

**Waiver:**

HENRY's failure at any time to enforce or rely upon any of the terms or conditions stated herein shall not be construed to be a waiver of its rights hereunder.

**Addenda:**

The Addenda listed below are attached to and form a part of this Warranty:

Addendum A – HENRY Maintenance Guidelines

Addendum B – HENRY Maintenance Report Form

**Owner's Agreement:**

HENRY would not agree to assume the obligations contained in this Warranty in the absence of any of the limitations and exclusions contained herein. Therefore, (1) Owner's agreement to each and every term of this Warranty is an essential condition precedent to HENRY's obligations hereunder; (2) in the absence of such agreement by the Owner, the SYSTEM is sold AS IS AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (3) failure of any condition precedent herein shall discharge HENRY from all further obligation under this Warranty, and the disclaimer herein of any other warranties, conditions and representations shall survive; and (4) by accepting or asserting any rights hereunder, Owner irrevocably agrees to indemnify and hold harmless HENRY, its affiliates, successors, assigns, directors, officers, employees and agents (each an "Indemnified Party") from and against all claims, expenses (including attorney's fees and expenses), losses, liabilities and damages in any way related to or arising from matters described in the section of this Warranty entitled "What This Warranty Does Not Cover," and all amounts paid in defense of the foregoing which may be imposed upon, incurred by or asserted against an Indemnified Party by any person, firm or entity.

Except as otherwise expressly provided above, this Warranty shall be governed by and construed in accordance with the laws of the State of Texas without regard to conflict of law rules.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR COUNTRY TO COUNTRY, IF OUTSIDE OF THE UNITED STATES.

**HENRY COMPANY**

By: *Nelson Ribac*  
Name: Nelson Ribac, Legal & Warranty Manager

Date: February 4, 2015

## Addendum A – HENRY Maintenance Guidelines

### **Including the following warranties: HENRY Roofing and Waterproofing Warranties**

A systematic inspection and maintenance program is essential to the satisfactory long-term performance of any roofing or waterproofing membrane and vegetative cover. Through such a program, potential problems can be found in their early stages or prevented altogether. The following information is intended as a guide to assist the building owner or manager in achieving the maximum benefit for a HENRY issued warranty on the membrane system and complying with the owners responsibilities outlined in that warranty.

#### Access

Many roof or waterproofing membrane problems are caused by individuals who have no legitimate reason to be on the roof or waterproofing membrane or are unaware of proper precautionary measures required to protect the roof surface. We strongly recommend that access be limited to authorized personnel only, that all individuals or working parties are logged in and out to establish responsibility for any mechanical abuse and that all unnecessary foot traffic is strictly avoided.

#### Inspection

A roof or membrane should have a complete inspection semi-annually in the spring and fall and after any structural damage to the building.

More frequent inspections are required (6 per year) for structures that evacuate or exhaust debris onto the roof or waterproofing membrane surface. Examples include manufacturing facilities and restaurants often expel substances that can rapidly deteriorate the membrane.

Inspect exterior of building and parapets for signs of settling that may result in distortion or damage to the membrane and/or flashing components.

In the case of overburden being present i.e. concrete, pavers etc., the inspection shall be limited to visible components such as base flashings and sealants.

During the process of an inspection, the condition of all roof or membrane components listed below should be determined and noted on an inspection report. Any defects found should be promptly corrected by a HENRY Authorized Contractor.

#### Membranes and Base Flashing

All roofing or waterproofing membrane flashing surfaces should be carefully inspected for any abnormal conditions such as:

- ◆ Signs of stress, i.e., wrinkles, blisters, fishmouths, etc.
- ◆ Evidence of mechanical abuse, i.e., bare spots, punctures, cuts, etc.
- ◆ Unusual wear due to excessive foot traffic.
- ◆ Evidence of damage caused by chemical attack or other adverse reaction to substances discharged on the roof or membrane.
- ◆ Ponding water conditions.

**The following items are the owner's responsibility and not covered by the membrane warranty:**

Entire Roof or Waterproofing Membrane	At least twice a year – normally in spring and fall and after major weather events, inspect the membrane for damage. Inspect exposed membrane for signs of deterioration or damage. Leaks occur most often at flashings, curbs and other penetrations to the membrane. Pay particular attention to corners and end caps.  Avoid unnecessary foot traffic. Log all personnel who are on the roof or waterproofing membrane and have a trained maintenance person accompany contractors.
Drains:	Ensure positive drainage by keeping roof drains, scuppers or two stage drains and adjoining areas clean to avoid clogged drains. Check all drain clamping rings for proper attachment. Ensure drain strainers are in place. Ensure overflow drains and scuppers are free of debris.
Roof Membrane:	Check for exposed bare spots, open laps, blisters, and wrinkles. Inspect flashing components to ensure watertightness. Defects must be repaired immediately based on the recommendations of HENRY Company.
Walls:	Repair bad mortar joints, caulking, tile or stone copings.
Metal Counterflashings:	Check regularly for cracks or loose joints. Flashings must be properly attached and sealed to remain watertight at all times. For face mounted counter flashings, verify caulking and attachment are satisfactory.
Vent Stacks	Carefully check metal for any deterioration. Ensure that the caulking is well adhered, resilient and free of cracking and shrinkage.
Pitch Pockets	Confirm the pitch pockets are still full of appropriate and active filler and pitch pockets properly shed water. Confirm metal components are in good condition and sealant is still functional as described above.
Gravel Stops	Pay careful attention to the condition of the metal including rust, wind deformation and joint integrity. Note any resulting stressed roof or membrane areas. Examine caulking at the exposed edge of the membrane to ensure proper adhesion and integrity.
Expansion Joint Covers	Check the assembly attachment and the condition of both the flexible and metal components (including joints).
Reflective Coatings	If roof membrane has a reflective coating, ensure coating remains clean and free of accumulated dirt, dust and debris. Proper maintenance of the reflective coating is essential to maximizing roof longevity.

**Cleaning the Roof**

A HENRY warranted roof should be cleaned on a regular basis and kept free of debris at all times including those periods between semi-annual inspections.

Remove all items that may cause puncture damage to the roof. Again, check all drains, gutters, and scuppers to be sure they are clear and open.

### Procedure for Reporting Leaks

Leaks should be corrected promptly even if the repairs are of a temporary nature. At the first opportunity make a permanent repair by a HENRY Authorized Contractor to bring the damaged area into specification compliance and warrantable service. It is important that all leaks through the HENRY warranted membrane be reported immediately to the original roofing contractor and to HENRY Company at (866) 787-6947 (Tollfree). When such notifications are made verbally, they should be confirmed in writing as soon as possible.

An inspection will be made either by the original roofing contractor, a HENRY Authorized Contractor or by HENRY to determine both the source of the problem and responsibility.

### Alterations

Do not install satellite dish, lightning protection, roof penetrations and television antennas of any kind through a HENRY warranted membrane without first contacting HENRY. Submit proposed installation method and materials to be used for approval if the system is to be compromised. Work of this kind must be done by a HENRY Authorized Contractor according to HENRY recommendations.

**If the roof or membrane is covered by a HENRY issued warranty, HENRY's Warranty Department (866) 787-6947 should be notified prior to the addition of a penetration or roof addition. Failure to notify HENRY could result in cancellation of the warranty.**

**Addendum B**  
**Vegetative Roofing Assembly™ Maintenance Report Form**

After each maintenance visit, please remit this form electronically with photos to:

[warranty@henry.com](mailto:warranty@henry.com)  
Henry Company  
999 N. Sepulveda, Suite 800  
El Segundo, CA 90245

**SUBMIT WITHIN 10 DAYS OF THE VISIT**  
**SUBMIT SEPARATE REPORT FOR EACH PROJECT**

Building name: \_\_\_\_\_ Address: \_\_\_\_\_ City, state, zip code: \_\_\_\_\_

Maintenance Company: \_\_\_\_\_ Address: \_\_\_\_\_ Contact name and phone: \_\_\_\_\_

Visit Date: \_\_\_\_\_ Name of maintenance workers: \_\_\_\_\_

If other than regularly scheduled maintenance, document the request (from whom, date, time, requested action, committed response):

\_\_\_\_\_

Description of maintenance work done (i.e., 10 minutes of heavy watering; 10 minutes of heavy weeding, planted 20 plugs, etc.):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Include photos, BEFORE and AFTER work was completed. Include photos of any "problem" areas.**







**Peak Advantage Guarantee**



**Building Owner:**

FAIRFAX CO. BD OF SUPV  
12000 GOVERNMENT CENTER PKWY  
FAIRFAX, VA 22035-0001

**Building Name:**

8221 Willow Oaks Corporate Drive  
8221 Willow Oaks Corporate Drive  
Fairfax, VA 22031

**Guarantee Number:**

ANB137212131

**Expiration Date:**

December 12, 2034

**Job Name:**

8221 Willow Oaks Corporate Drive

**Date of Completion:**

December 12, 2014

**Approved Roofing Contractor:**

CITIROOF CORP  
9510 BERGER ROAD  
COLUMBIA, MD 21046

**Terms & Maximum Monetary Obligation to Maintain a Watertight Roofing System.**

**Years:** 20 Year

**\$** No Dollar Limit

**Coverage:**

The components of the Roofing System covered by this Guarantee are:

**Total Squares:** 360

Sec.	Sqs.	Roof Type	Membrane Spec.	Insulation Type			Cover Board
				Layer 1	Layer 2	Layer 3	
1	360	BUR	5GIC-CR	ENRGY 3	ENRGY 3		3/4" Fesco

Accessories:	Type	Product Name	Quantity
	Expand-O-Flash (1) Style:		0 lin. ft.
	Expand-O-Flash (2) Style:		0 lin. ft.
	Expand-O-Flash (3) Style:		0 lin. ft.
	Drains (1) Style:		0 ea.
	Drains (2) Style:		0 ea.
	Vents Style:		0 ea.
	Fascia Style:		0 lin. ft.
	Copings Style:		0 lin. ft.
	Gravel Stop Style:		0 lin. ft.
	Skylight System		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.

By: Robert Wambold  
Title: Vice President & General Manager  
Roofing Systems Group

\*JOHNS MANVILLE ("JM") is a Delaware corporation with its principal mailing address at P.O. Box 5108, Denver, Colorado 80217-5108.

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.

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.

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.

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.

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 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.

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.

This Guarantee covers the roof deck, including any factory-applied top coating, including any discoloration or change in the appearance of the top coating over time. The top coating is a maintenance item, and the sheet will need to be recoated by the building owner during the lifetime of this roof.

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 warranty excludes the factory-applied top coating, including any discoloration or change in the appearance of the top coating over time. The top coating is a maintenance item, and the sheet will need to be recoated by the building owner during the lifetime of this roof.

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 warranty excludes the factory-applied top coating, including any discoloration or change in the appearance of the top coating over time. The top coating is a maintenance item, and the sheet will need to be recoated by the building owner during the lifetime of this roof.

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, tornadoes, 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 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 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 warranty excludes the factory-applied top coating, including any discoloration or change in the appearance of the top coating over time. The top coating is a maintenance item, and the sheet will need to be recoated by the building owner during the lifetime of this roof.

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.



**Johns Manville**

A Berkshire Hathaway Company

10100 W Ute Ave (80127)  
PO Box 625001  
Littleton, CO 80162-5001  
800-922-5922  
877-403-1747 Fax

Dear Building Owner:

Attached to this letter is the Peak Advantage Roofing Systems Guarantee for the new roof recently installed on your building. We believe your building is now protected by one of the finest commercial roofing systems available on the market today. We appreciate the opportunity to provide you with a level of protection unmatched in the industry.

There are some things you should be aware of before you file this document away in a safe place:

1. This is NOT a maintenance agreement or an insurance policy. Johns Manville liability is strictly governed by the terms of the Guarantee. If you have any questions about this Guarantee, contact Johns Manville Guarantee Services at the appropriate number given below.
2. You are required to perform routine maintenance on the roofing system to keep the coverage to the Guarantee intact. For your convenience, a list of maintenance items is printed on the back of the Guarantee.

We hope that you never experience any difficulty with your roofing system. If you do have a problem, you should contact Johns Manville Guarantee Services at the appropriate numbers provided. Please have the Guarantee on hand so that we may more efficiently handle your inquiry.

Our Technical Services Department is staffed by some of the most experienced roofing professionals in the roofing industry. Please call on them for any questions you might have about commercial and industrial roofing and Johns Manville products.

Sincerely,

Matt Sayer  
Manager, Guarantee Services  
Johns Manville Roofing Systems Group

(800) 922-5922

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

[gsu@jm.com](mailto:gsu@jm.com)

**Addendum(s)**

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~ None ~

## Maintenance Program

In order to continue the coverage of this Guarantee, the following Maintenance Program must be implemented and followed:

1. Building Owner must notify JM Guarantee Services Unit (see below) immediately upon discovery of the leak and in no event later than ten (10) days after initial discovery of the leak, time being of the essence. Failure of the Building Owner to provide timely notice to JM Guarantee Services of any leak is a material ground for termination of the Guarantee.
2. In response to timely notice, JM will arrange to inspect the Roofing System, and
  - (i) If, in JM's sole and absolute opinion, the leak(s) is/are the responsibility of JM under this Guarantee (see Limitations and Exclusions), then JM will take prompt appropriate action to return the Roofing system to a watertight condition, or
  - (ii) If, in JM's sole and absolute opinion, the leak(s) is/are not the responsibility of JM under this Guarantee, then JM will advise the Building Owner within a reasonable time of the minimum repairs that JM believes are required to return the Roofing System to a watertight condition. If the Building Owner, at his expense, promptly and timely makes such repairs to the Roofing System (time being of the essence) then this Guarantee will remain in effect for the unexpired portion of its Term. Failure to make any of these repairs in a timely and reasonable fashion will void any further obligation of JM under this Guarantee as to the damaged portion of the Roofing System as well as any other areas of the Roofing System impacted by such failure.
3. In the event an emergency condition exists which requires immediate repair to avoid damage to the Building, its contents or occupants, then Building Owner may make reasonable, essential temporary repairs. JM will reimburse Building Owner for those reasonable repair expenses only to the extent such expenses would have been the responsibility of JM under the Guarantee.

There are a number of items not covered by this Guarantee that are the sole, exclusive responsibility of the Building Owner. In order to ensure that your new roof will continue to perform its function and to continue JM's obligations under the Guarantee, you must examine and maintain these items on a regular basis:

- Maintain a file for your records on this Roofing System, including, but not limited to, this Guarantee, invoices, and subsequent logs of all inspections performed and repairs that are made to the Roofing System.
- Inspect your Roofing System at least semi-annually. This is best done in the spring, after the Roofing System has been exposed to the harsh winter conditions, and, in the Fall after a long hot summer. It is also a good idea to examine the Roofing System for damage after severe weather conditions such as hailstorms, heavy rains, high winds, etc.
- Since these types of Roofing Systems typically have a low slope, they are easily examined. However, care must be taken to prevent falling and other accidents. JM expressly disclaims and assumes no liability for any inspections performed on the Roofing System.

### When checking the Roofing System:

- Remove any debris such as leaves, small branches, dirt, rocks, etc. that have accumulated.
- Clean gutters, down spouts, drains and the surrounding areas. Make certain they allow water to flow off the Roofing System. Positive drainage is essential.
- Examine all metal flashings and valleys for rust and damage that may have been caused by wind or traffic on the Roofing System, and make certain they are well attached and sealed. Any damaged, loose, or poorly sealed materials must be repaired by a JM Approved Roofing Contractor only.
- Examine the areas that abut the Roofing System. Damaged masonry, poorly mounted counter flashing, loose caulking, bad mortar joints, and any loose stone or tile coping can appear to be a membrane leak. Have these items repaired by a JM Approved Roofing Contractor if found to be defective.
- Examine the edges of the Roofing System. Wind damage often occurs in these areas. Materials that have been lifted by the wind need to be corrected by a JM Approved Roofing Contractor.
- Examine any roof top equipment such as air conditioners, evaporative coolers, antennas, etc. Make certain they do not move excessively or cause a roof problem by leaking materials onto the Roofing System.
- Check the building exterior for settlement or movement. Structural movement can cause cracks and other problems which in turn may lead to leaks in your Roofing System.
- Examine protective coatings; any cracked, flaking, or blistered areas must be recoated.

### Protecting your investment:

- Avoid unnecessary roof top traffic.
- If you allow equipment servicemen to go onto the Roofing System, advise them to be careful. Dropped tools, heavy equipment, etc. can damage the membrane. Log all such trips to the Roofing System.
- Do not allow service personnel to make penetrations into the Roofing System; these are to be made only by a JM Approved Roofing Contractor.

All the terms and conditions of this Guarantee shall be construed under the internal law of the state of Colorado without regard to its conflicts of law principles. Invalidity or unenforceability of any provisions herein shall not affect the validity or enforceability of any other provision which shall remain in full force and effect to the extent the main intent of the document is preserved.

This form is not to be copied or reproduced in any manner. This Guarantee is valid only in the United States of America.

**Guarantee Services**  
(800) 922-5922  
E-mail: [gsu@jm.com](mailto:gsu@jm.com)  
[www.jm.com/roofing](http://www.jm.com/roofing)

**Mailing Address:**  
Johns Manville  
Guarantee Services  
P.O. Box 625001  
Littleton, CO 80162-5001

**Shipping Address:**  
Johns Manville  
Guarantee Services  
10100 West Ute Avenue  
Littleton, CO 80127

**This Roof May Be Covered by a Manufacturer's Guarantee.**  
Notify building personnel prior to making any alterations to the roofing membrane.

Roof repairs must be made by an authorized contractor.  
Failure to do so will void the guarantee.

# Caution!

## Protect the Roof!

- Report any spills on the roof.
- Roof may be slippery when wet or during adverse conditions.
- Care should be taken not to damage the roofing membrane.

## Installing Solar?

- JM must be notified before installing a solar system on any roof with a JM guarantee.
- Failure to do so will void the guarantee.

To Inquire About This Roof Call:



**Johns Manville**  
**(800) 922-5922**

Roofing Contractor:



## Guarantee

December 12, 2014

To: The Board of Supervisors of Fairfax County

We do hereby guarantee, subject to all of the conditions set out below and on the reverse side hereof, in connection with the workmanship, materials and performance, including the vegetated roof system, roofing membrane, roof insulation, roof accessories, sheet metal flashing and trim, and caulk and sealants, applied by CitiRoof Corporation to your building:

8221 Willow Oaks Corporate Drive

located at: 8221 Willow Oaks Corporate Drive, Fairfax, Virginia 22031

That we will within a period of Five years make or cause to be made repairs to said waterproofing installation resulting solely from faults or defects in materials or workmanship applied by us as may be necessary to restore said waterproofing to a watertight condition only at locations installed by CitiRoof Corp.

This guarantee shall be null and void if the customer fails fully to comply with the terms of his contract with us, including payment in full within the time set out in such contract.

**CitiRoof Corp.**

A handwritten signature in black ink that reads "Robin Kelley". The signature is written in a cursive, flowing style.

Robin Kelley  
Contract Administrator

Guarantee Expires: 12/12/2019

9510 Berger Road, Columbia, MD 21046-1577

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Main: 410-381-3100 • D.C. Metro: 301-621-8992 • Fax: 410-381-8835  
Toll Free: 888-381-3100 • [www.citiroof.com](http://www.citiroof.com)

## CONDITIONS OF THE GUARANTEE

1. THE CONTRACTOR'S OBLIGATION HEREUNDER IS LIMITED TO THE REPAIR OF THE ROOFING MATERIALS INSTALLED BY THE CONTRACTOR, WITHIN A REASONABLE TIME AFTER NOTICE, SUBJECT TO SUCH DELAYS AS MAY BE CAUSED BY WEATHER, STRIKES, OR OTHER CONDITIONS BEYOND CONTRACTOR'S CONTROL, AND DOES NOT INCLUDE LIABILITY FOR ANY DAMAGE TO PERSONS OR PROPERTY, DIRECT OR CONSEQUENTIAL, WHETHER OR NOT RELATED TO THE CONDITIONS COMPLAINED OF. IN NO EVENT SHALL THE LIABILITY OF CONTRACTOR EXCEED THE CONTRACT PRICE.

2. THIS GUARANTEE IS ACCEPTED BY THE CUSTOMER IN ADDITION TO ALL WARRANTIES, EXPRESS OR IMPLIED, CONTRACTS, PROMISES, REPRESENTATION OR LIABILITIES, AND NO VERBAL AGREEMENT OR TRADE CUSTOM OR PRACTICE SHALL BE EFFECTIVE TO VARY THE TERMS OR THE PERIOD HEREOF.

3. THE CONTRACTOR SHALL NOT BE LIABLE FOR DAMAGE DUE TO ANY OF THE FOLLOWING CONDITIONS OR CAUSES: FAILURE OF OR DEFECTS IN ROOF BASE MATERIALS, ROOF DECK, INSULATION OR SHEET METAL CANT STRIPS OR EXPANSIONS JOINTS, UNLESS INSTALLED OR REPAIRED BY THE CONTRACTOR; STRUCTURAL CHANGES DUE TO SHIFTING, CRACKING, OR COLLAPSE OF THE BUILDING OR ANY PORTION THEREOF; THERMAL SHOCK; IMPROPER DECK CONSTRUCTION; SETTLEMENT, DISTORTION, OR WARPING OF THE BUILDING OR ANY PART THEREOF; FAULTY CONSTRUCTION OF PARAPET WALLS; EROSION, POROSITY, AND/OR LEAKAGE THROUGH MORTAR, BRICK COPINGS, CHIMNEYS, FLASHING, SKYLIGHTS, LOUVERS, VENTS, SUPPORTS, GUTTERS, ROOF DRAINS, CURBS, PLUMBING STACKS, VENTS, SUPPORTS, BRACES OR OTHER PARTS OF THE BUILDING OR EQUIPMENT TOUCHING OR CONTIGUOUS TO THE ROOF; OVERWEIGHT OF SNOW AND/OR ICE OR REMOVAL OF SAME; LIGHTNING, HAIL, FIRE, WINDSTORM, TORNADOES, OR OTHER ACTS OF GOD OR UNUSUAL PHENOMENA; DISCOLORATION OR DETERIORATION DUE TO SUBSTANCES IN THE ATMOSPHERE WHICH MAY REASONABLY BE CONSIDERED AIR POLLUTANTS; VAPOR CONDENSATION; FOOT OR VEHICLE TRAFFIC; OR LEAKAGE CAUSED BY CONTRACTORS OR OTHERS AFTER COMPLETION OF THE ROOFING WORK BY US. NO WORK SHALL BE DONE ON SAID ROOF OR ON SURFACES CONTIGUOUS THERETO, INCLUDING BY WAY OF ENUMERATION BUT NOT LIMITATION, INSTALLATION OF ANY EQUIPMENT OR BUILDING MATERIALS, WORK IN CONNECTION WITH FLUES, VENT DRAINS, SIGN BRACES OR RAILINGS, UNLESS THE CONTRACTOR SHALL BE FIRST NOTIFIED AND GIVEN AN OPPORTUNITY TO MAKE THE NECESSARY ROOFING RECOMMENDATIONS WITH RESPECT THERETO, AND UNLESS SUCH RECOMMENDATIONS ARE IN FACT COMPLIED WITH. FAILURE TO OBSERVE THIS CONDITION SHALL TENDER THIS GUARANTEE NULL AND VOID. THE CONTRACTOR SHALL BE PAID CUSTOMARY RATES FOR TIME AND/OR MATERIAL EXPENDED IN MAKING SUCH RECOMMENDATIONS.

4. THIS GUARANTEE SHALL BECOME NULL AND VOID AND THE CONTRACTOR RELIEVED OF ALL LIABILITY IF ANY OF THE FOLLOWING OCCUR: USE OF THE ROOF AS A PROMENADE, OR, SUN RECREATION OR STORAGE DECK; SPRAYING OR FLOODING OF THE ROOF, OR PONDING OR UNNATURAL ACCUMULATION OF WATER THEREON; INADEQUATE DRAINAGE; RE-ROOFING, REPAIR, ADDITIONS TO OR ALTERATIONS OF THE ROOFING OR UNDERLYING DECK UNLESS AUTHORIZED IN WRITING BY THE CONTRACTOR, CHANGE OF USE OF BUILDING.

5. CUSTOMER ACKNOWLEDGES THAT ANY DELAY IN REPORTING LEAKAGE MAY INCREASE THE CONTRACTOR'S COSTS. IT IS THEREFORE AGREED THAT TIME IS OF THE ESSENCE, AND THAT CUSTOMER SHALL HAVE NO CLAIM HEREUNDER UNLESS HE SHALL WITHIN 5 DAYS FROM THE DISCOVERY OF THE LEAKAGE NOTIFY THE CONTRACTOR IN WRITING, CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AND SHALL AFFORD THE CONTRACTOR A REASONABLE OPPORTUNITY TO MAKE SUCH REPAIRS AND CONTRACTOR MAY BE RESPONSIBLE FOR HEREUNDER.

6. IF ANY REPAIRS TO BE MADE SHALL REQUIRE THE REMOVAL OF DECKS, ROOFS, ROOF INSULATION, VAPOR SEAL, SUPPORTS, RAILINGS, RADIO OR TELEVISION ANTENNAS OR OTHER EQUIPMENT OR BUILDING APPURTENANCES, THEY SHALL BE REMOVED AND REPLACED BY AND AT THE EXPENSE OF THE CUSTOMER, AND CONTRACTOR SHALL NOT BE REQUIRED TO PROCEED UNTIL SUCH REMOVAL HAS BEEN EFFECTED.

7. IF THE CUSTOMER SHALL NOTIFY THE CONTRACTOR OF AN ALLEGED LEAKAGE, THE CONTRACTOR SHALL HAVE THE RIGHT TO PERFORM ALL INSPECTIONS HE DEEMS NECESSARY, INSIDE AND OUTSIDE. IF THE LEAKAGE IS NOT REPAIRABLE BY THE CONTRACTOR UNDER THE TERMS OF THIS GUARANTEE, CUSTOMER SHALL FORTHWITH PAY TO THE CONTRACTOR THE COSTS OF SUCH INSPECTION.

8. IN CONSIDERATION OF THIS GUARANTEE, THE CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS THE CONTRACTOR FROM ALL LOSS OR DAMAGES OF ANY KIND WHATSOEVER TO ANY PERSONS WHATSOEVER RESULTING OR ALLEGED TO RESULT FROM ROOF LEAKAGE.

9. THIS GUARANTEE IS A PERSONAL CONVENANT TO THE CUSTOMER, AND IS NOT TRANSFERABLE OR ASSIGNABLE WITHOUT THE CONTRACTOR'S PRIOR WITTEN CONSENT.





**Johns Manville**

**\*\*\* Site Visit Report – Final Inspection \*\*\***

December 31, 2014

**JM Tracking Nbr:** 7212131  
**Guarantee Nbr:** not yet issued  
**Primary Roof Type:** BUR  
**Squares:** 360  
**Job Name:** 8221 Willow Oaks Corporate Drive  
**Inspection Date:** December 29, 2014  
**Inspected By:** Bernard Conway  
**Inspection Status:** Approved

**Property**

8221 Willow Oaks Corporate Drive  
8221 Willow Oaks Corporate Drive  
Fairfax, VA 22031

**Contractor**

CITIROOF CORP  
9510 BERGER ROAD  
COLUMBIA, MD 21046  
**Phone:**  
**Fax:**

Johns Manville (JM) conducted a final inspection on the above referenced property in accordance with JM policy during a site visit on December 29, 2014.

**Owner maintenance items noted:**

None






***For questions related to this communication, please contact:***

Bernard Conway  
Technical Service Representative  
Johns Manville Roofing Systems  
Mobile: +1 4434213182  
Email: [bernard.conway@jm.com](mailto:bernard.conway@jm.com)

*Johns Manville is a manufacturer of commercial roofing products and offers this general conceptual information to you as a courtesy. This complimentary assistance is not to be used or relied upon by anyone as a substitute for professional engineering design and documentation required by building code, contract or applicable law. By accepting these comments you agree they do not constitute any representations, endorsements of, or an assumption by Johns Manville of any liability for either the adequacy of the design of this building or any other material not supplied by Johns Manville.*





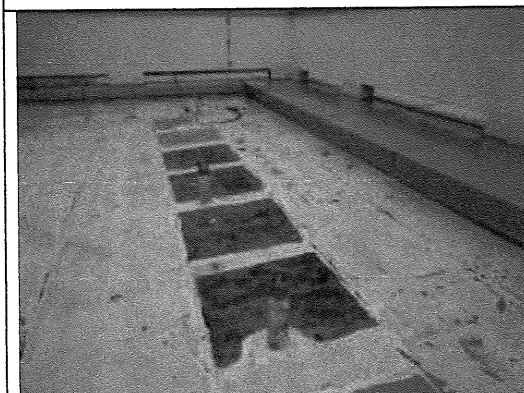

**JM Tracking Nbr:** 7212131  
**Guarantee Nbr:** Not yet issued  
**Inspection Date:** 12/29/2014  
**Inspected By:** Bernard Conway

**Contractor:** CITIROOF CORP  
**Property:** 8221 Willow Oaks Corporate Drive  
 8221 Willow Oaks Corporate Drive  
 8221 Willow Oaks Corporate Drive  
 Fairfax, VA 22031

	
<p>1. Rear of Bldg.</p>	<p>2. Weather</p>
	
<p>3. Overview</p>	<p>4. Overview</p>
	
<p>5. Overview</p>	<p>6. Overview</p>

**JM Tracking Nbr:** 7212131  
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7. Overview	8. Overview
	
9. Overview	10. Overview
	
11. Overview	12. Overview

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Fairfax, VA 22031



13. Overview



14. Overview



15. Overview



16. Overview




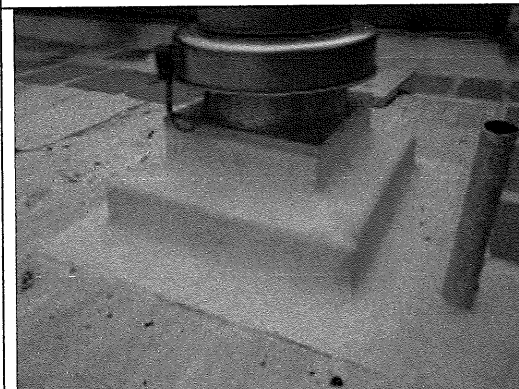
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18. Overview


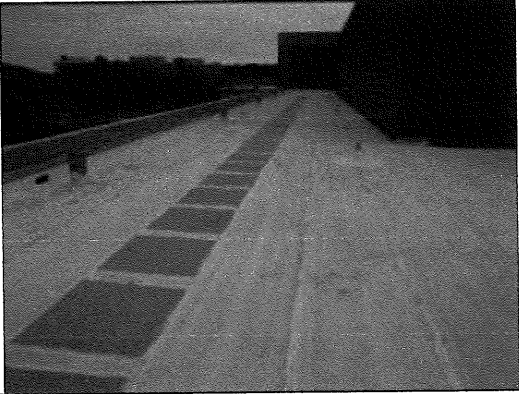
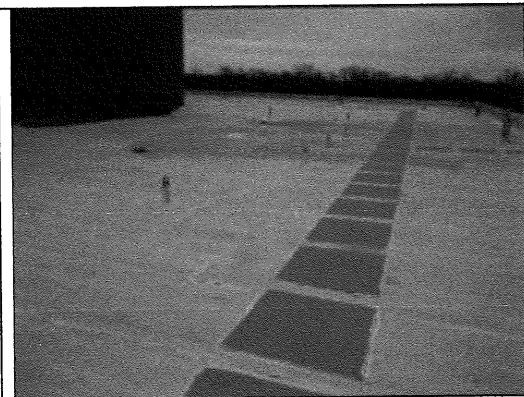
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**Inspected By:** Bernard Conway

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19. Overview	20. Overview
	
21. Overview	22. Overview
	
23. Overview	24. Overview

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25. Overview	26. Overview
	END
27. Overview	28.