



**SEAMAN CORPORATION COMMERCIAL ROOFING WARRANTY**



Building Name: Newington DVS  
 Building Address: 6900 Newington Road Lorton, VA 22079  
 Building Owner: SAME  
 Owner Address: \_\_\_\_\_

Warranty Serial No: 20120921  
 Effective Date: 06/14/2013  
 Warranted Roof Area: 93,400 sq. ft.  
 Expiration Date: 06/14/2033

**SEAMAN CORPORATION** ("Seaman Corp.") warrants to the owner named above ("Owner") of the building described above (the "Building") that, subject to the Terms & Conditions set forth below, for a period of **20 Years** commencing with the date of substantial completion of the installation of the roofing membrane, Seaman Corp. will repair leaks originating in the FiberTite Roofing System ("Roofing System") installed on the Building that are attributable to the Roofing System and/or workmanship provided by a roofing applicator authorized by Seaman Corp. to install the Roofing System (an "Authorized Applicator").

**Terms & Conditions**

- The Roofing System includes only FiberTite® roof membranes, insulation and accessories provided by Seaman Corp installed in accordance with Seaman Corp.'s technical specifications.
- In order for this warranty to be effective the Roofing System must have been installed by an Authorized Applicator and inspected and approved for warranty by Seaman Corp.
- Owner shall give Seaman Corp. written notice not more than thirty (30) days after discovery of any leaks in the Roofing System. By giving such notice Owner authorizes Seaman Corp. or its agents to inspect the Roofing System and investigate the cause of the leak.
- Owner shall give or cause to be granted to Seaman Corp. free access to the roof of the Building during regular business hours to inspect the Roofing System. Owner shall indemnify and hold Seaman Corp. harmless for any damages or costs incurred by Seaman Corp. or its agents due to roof access delays as a result of security or other restrictions. Should the Roofing System be concealed with an overburden; i.e., garden roof, paving etc., Owner shall be responsible for all costs necessary to expose the Roofing System for inspection and/or repair.
- If, after its inspection, Seaman Corp. determines in good faith that the leaks are a result of defects in the Roofing System and/or the workmanship provided by the Authorized Applicator, Seaman Corp. will repair any leaks in the Roofing System at its expense.
- If, after its inspection, Seaman Corp. determines in good faith that the cause of the leaks are outside of the scope of this warranty, Owner shall pay for Seaman Corp.'s investigation and inspection costs and Seaman Corp. shall advise Owner of the type of repairs necessary to correct the leaks and cause the then existing remaining portion of this warranty to remain effective. This warranty shall automatically terminate if Owner fails to promptly make or cause to be made any such repairs or fails to pay such investigation and inspection costs.
- In no event shall Owner make any alterations or repairs to the Roofing System or install any structures, fixtures on or through such system without the prior written consent of Seaman Corp.
- Seaman Corp. shall have no obligation under this warranty unless and until all invoices for or otherwise relating to the Roofing System, including without limitation, materials, installation services, and supplies have been paid in full to the Authorized Applicator and Seaman Corp.
- This warranty shall not be applicable to nor shall Seaman Corp. be responsible for damage, leaks, or loss caused in whole or in part by: (a) natural disasters, including without limitation, earthquakes, hurricanes, tornadoes, winds in excess of 60 MPH, hail greater than ¾-in. in diameter, and lightning, which damages the Roofing System, or which impairs the Roofing System's ability to resist leaks, (b) acts of war or terrorism, civil disobedience, vandalism, animals, or insects which damage the Roofing System, or which impair the Roofing System's ability to resist leaks; (c) unauthorized alterations of the Roofing System (see Section 7 above) or installation of structures, fixtures, or utilities on or through the Roofing System by Owner, (d) negligence or failure of Owner to properly maintain the Roofing System, including without limitation, failure of Owner to maintain the Roofing System in accordance with Seaman Corp's FiberTite Maintenance Guidelines listed on the reverse side of this warranty, (e) settling, warping, defective condition, deterioration, corrosion, or other failure of the structure or substrata to which the Roofing System is attached or the walls or mortar of the Building; (f) any chemical contaminants injurious to the Roofing System that have not been specifically approved by Seaman Corp. via the Materials Submittal & Warranty Request form, (g) traffic or storage of materials on the Roofing System, (h) infiltration or condensation of moisture in, through, around or above the walls and/or other structure of the Building, (i) acts of negligence or misuse by Owner or any other party other than Seaman Corp. or the Authorized Applicator, (j) failure of any material or component not furnished by Seaman Corp., (k) the construction or design of the Building or its components, (l) a change in the use of the Building, and/or (j) loss of integrity of the Building envelope and/or structure.
- Rights under this warranty may be transferable by Owner to a third party only with the prior written consent of Seaman Corp. and the payment of the then-current transfer fees, inspections services and subsequent repair of the Roofing System, if necessary, by the Owner.
- Failure by Seaman Corp. to enforce any of the terms or conditions in this warranty shall not be interpreted to be a waiver of any terms and conditions of this warranty. If any portion of this warranty is unenforceable under applicable law, such portion shall be deemed reformed or deleted, but only to the extent necessary to comply with such law, and the remaining provisions shall remain in full force and effect. This warranty may be amended only by a writing signed by authorized representatives of both parties.
- This warranty shall be construed in accordance with, and shall be governed by, the laws of the State of Ohio without reference to its conflict of law principles and Owner agrees to submit to the exclusive jurisdiction of the appropriate state or federal court within Summit County, Ohio or purpose of resolving any dispute or claim arising in connection with this warranty.

EXCEPT AS SET FORTH ABOVE, SEAMAN CORP. MAKES NO REPRESENTATIONS AND WARRANTIES WHATSOEVER AND SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES OR GUARANTEES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. NO EMPLOYEE OR REPRESENTATIVE OF SEAMAN CORP. HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE STATED IN THIS WARRANTY. IN THE EVENT AN EXPRESS OR IMPLIED WARRANTY IS REQUIRED BY LAW DESPITE THIS DISCLAIMER, THE OWNER AGREES THAT SUCH WARRANTY AND REMEDIES FOR THE BREACH OF SUCH WARRANTY SHALL BE EXPRESSLY LIMITED TO THE TERMS OF THE WARRANTY SET FORTH ABOVE. OWNER AGREES THAT REPAIR UNDER THE TERMS OF THE WARRANTY SET FORTH ABOVE SHALL BE OWNER'S SOLE AND EXCLUSIVE REMEDY FOR ALL LEAKS AND ALL DEFECTS IN MATERIAL AND WORKMANSHIP. SEAMAN CORP. SHALL NOT BE LIABLE TO OWNER OR ANY OTHER PERSON OR ENTITY FOR ANY INCIDENTAL, SPECIAL, EXCEPTIONAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, DAMAGES TO OTHER COMPONENTS OF THE ROOF, THE BUILDING OR THE CONTENTS OF THE BUILDING, OR LOSS OF PROFITS, UNDER ANY LEGAL THEORY. Seaman Corp. does not take any responsibility for the analysis of the architecture or engineering required to evaluate the type of roof system which is appropriate for the Building. Any Roofing System used for personal, family or household purposes IS NOT WARRANTED HEREUNDER.

\_\_\_\_\_  
 Building Owner's Signature  
 Full System  
 Warranty Addendum:

SEAMAN CORPORATION  
 By: [Signature]  
 Title: V.P. of R-D  
 Date: 8/2/13

1000 Venture Blvd., Wooster, OH 44691



**INTELLIGENT  
ROOFING SOLUTIONS**

## **ROOF MAINTENANCE**

TO: Building Owner – Attention: Building Engineering and/or Maintenance Department

FiberTite Single-ply manufactured membrane (“FiberTite Roof”) consists of a puncture and abrasion resistant fabric with our proprietary Ketone Ethylene Ester (KEE) coating that can withstand weathering and environmental hazards, in accordance with the warranty set forth on the reverse side (the “Warranty”). To obtain optimum performance from your FiberTite Roof and in order to maintain the effectiveness of the Warranty over the lifetime of the Warranty, you should comply with all of the maintenance activities set forth below.

You should perform bi-annual inspections of your building roof in the spring and fall of the year, as well as immediately following any significant weather events, to make sure that your building roof is free of any conditions that may cause unnecessary injury to the roof deck, leading to expensive repairs and possible damage to the building interior. When performing a roof maintenance inspection you should check for punctures in the membrane sheet; open seams at the membrane overlaps and at the roof penetrations (soil stacks, curbs, platforms, etc.) as well as the parapet walls and/or edge details (use a blunt instrument, such as a screw driver, to inspect seam integrity); caulking at the termination bars, surface mounted reglet and pitch pan sealants, any loose fasteners and nails, both on the roof field itself as well as on the wall and edge details; check drains and gutters to make sure that they are unclogged; and check to make sure that there is no water ponding on the roof. We have included a checklist to be used as a reference tool in performing such inspections.

You should also establish and maintain a policy of keeping unauthorized people off your roof and minimize the number of service personnel trips on your roof. You should place locks on all doors leading to your roof as well as post a sign that disallows entrance to unauthorized personnel. We have enclosed pressure sensitive labels with your Warranty that you must post on your roof exit doors. These labels refer to the slippery nature of the FiberTite Roof when it becomes wet from rain, snow, or ice conditions. Proper safety shoes must be worn if it is imperative that roof top work be performed under these weather conditions.

If you have a busy roof, i.e., one with much foot traffic, you should install walkways on the roof. Use of walkways will minimize the possibility of damage to the FiberTite Roof.

It is important to consider the roof covering whenever you add new products and/or processes to your building operation that will cause chemical contaminant venting onto your roof. Below is a list of chemicals that can cause harm to the FiberTite roof covering, especially if left ponding for several months (please note that the list of chemicals below is not an exhaustive list):

Acetic Acid	Aromatic Hydrocarbons	Asphalt Materials
Benzene	Chlorox	Cooking Oil above 140°F.
Ethyl Acetate	Furfural	Gasoline
Methyl Ethyl Ketone (MEK)	Nitric Acid	Paint Thinners
Phenol	Phosphoric Acid 75%	Phthalate Plasticizer Above 100°F.
Solvent Degreasers	Toluene	Xylene

You should consider the compatibility of the roof system should the building be used for a new purpose. Any installation of new roof top equipment, such as air conditioning equipment, requires the service of an authorized FiberTite contractor to install new flashings and other equipment so that no harm is caused to the integrity of the roof covering.

In addition to the bi-annual inspections referenced above, we recommend that you initiate a service contract with an authorized FiberTite contractor which allows for professional annual inspections and immediate corrective action for any potential roof damaging problems. Authorized FiberTite contractors have thorough knowledge of FiberTite roof top technology and full service professional abilities in solving roof damaging problems. Contact your FiberTite representative or the FiberTite Technical Service Department for any assistance in locating these authorized contractors or for any questions about your FiberTite Roof.

*Seaman Corporation: 1000 Venture Blvd., Wooster, Ohio 44691 tel. 800/927-8578 fax 800/649-2737*  
[www.fibertite.com](http://www.fibertite.com) [www.seamancorp.com](http://www.seamancorp.com) *FiberTite® is a registered trademark of Seaman Corporation*



# Seaman Corporation

*Innovative Customer Solutions through Fiber and Polymer Technology*

1000 VENTURE BLVD. • WOOSTER, OHIO 44691 • TELEPHONE (330) 262-1111 • FAX (330) 263-6950  
www.seamancorp.com

## **PARTIAL CHEMICAL REAGENT LIST COMPATIBLE WITH FIBERTITE® MEMBRANE**

<i>Ammonium Phosphate</i>	<i>Kerosene</i>
<i>Ammonium Sulphate</i>	<i>Magnesium Chloride</i>
<i>Antifreeze (Ethylene Glycol)</i>	<i>Magnesium Hydroxide</i>
<i>Animal Oil</i>	<i>Methyl Alcohol</i>
<i>ASTM Fuel A</i>	<i>Mineral Spirits</i>
<i>ASTM Oil #2</i>	<i>Naptha</i>
<i>Calcium Chloride Solutions</i>	<i>Lactic Acid</i>
<i>Calcium Hydroxide</i>	<i>Phosphoric Acid (50%)</i>
<i>20% Chlorine Solution</i>	<i>Potassium Chloride</i>
<i>Clorox</i>	<i>Potassium Sulphate</i>
<i>Conc. Ammonium Hydroxide</i>	<i>Raw Linseed Oil</i>
<i>Corn Oil</i>	<i>SAE-30 Oil</i>
<i>Crude Oil</i>	<i>Salt Water</i>
<i>Diesel Fuel</i>	<i>Sea Water</i>
<i>Ethyl Alcohol</i>	<i>Sodium Acetate Solutions</i>
<i>Fertilizer Solution</i>	<i>Sodium Bisulphate Solutions</i>
<i>#2 Fuel Oil</i>	<i>Sodium Hydroxide (60%)</i>
<i>#6 Fuel Oil</i>	<i>Sodium Phosphate</i>
<i>Glycerin</i>	<i>Sulfuric Acid (50%)</i>
<i>Hydraulic Fluid</i>	<i>50% Tanic Acid</i>
<i>Hydorchloric Acid (50%)</i>	<i>Transformer Oil</i>
<i>Hydrofluoric Acid (5%)</i>	<i>Transformer Oil (PCB)</i>
<i>Hydrofluoric Acid (50%)</i>	<i>Turpentine</i>
<i>Hydrofluosilicic Acid (30%)</i>	<i>Urea Formaldehyde</i>
<i>Ivory Soap</i>	<i>Vegetable Oil</i>
<i>JP-4 Jet Fuel</i>	<i>Zinc Chloride</i>
<i>Palm Oil</i>	

The above compatibility list must be conditioned by chemical concentrate percentage and temperature. For example, if animal fats are vented through the stack at high temperatures, 200°F, the membrane may be scorched and damaged. Please send to our attention any specific data pertinent to your needs for us to analyze.

*Revised 07-19-2012*

*FiberTite<sup>®</sup> is a registered trademark of Seaman Corporation*

**SEMI-ANNUAL MAINTENANCE INSPECTION CHECKLIST**

Building: \_\_\_\_\_ Date: \_\_\_\_\_ Date of previous insp.: \_\_\_\_\_

Location: \_\_\_\_\_ Inspected by: \_\_\_\_\_

	OK	Problem		Observations	Date of Repair
		Minor	Major		
<b>I. Supporting Structure</b>					
Exterior and Interior Walls					
Expansion / Contraction					
Settlement Cracks					
Deterioration / Spalling					
Moisture Stains / Efflorescence					
Physical Damage					
Other					
<b>Exterior and Interior Roof Deck</b>					
Securement to Supports					
Expansion / Contraction					
Structural Deterioration					
Water Stains / Rusting					
Physical Damage					
Attachment of Membrane / Insulation					
New Equipment Alterations					
Other					
<b>II. Roof Condition</b>					
<b>A. General Appearance</b>					
Debris					
Drainage					
Physical Damage					
General Condition					
New Equipment Alterations					
Other					
<b>B. Surface Condition</b>					
Scrapes / Cuts					
Other					
<b>C. Membrane Condition</b>					
Loose Laps / Seams					
Punctures					
Fastener Backout					
Securement to Substrate					
Other					
<b>III. Flashing Condition</b>					
<b>A. Roof Perimeter Base Flashing</b>					
Punctures or Tears					
Open Laps					
Attachment					
Ridging or Wrinkling					
Other					
<b>B. Counter Flashing / Terminations</b>					
Open Laps					
Attachment					
Rusting					
Fasteners					
Caulking					
Other					

III. Flashing Condition ; ( Cont'd )	OK	Prob lem		Observations	Date of Repair
		Minor	Major		
C. Coping					
Open Fractures					
Punctures					
Attachment					
Rusting					
Fasteners					
Caulking					
Other					
D. Perimeter Walls					
Mortar Joint					
Spalling					
Movement Cracks					
Other					
IV. Roof Perimeter Edging / Facia					
Splitting					
Securement					
Rusting					
Fasteners					
Other					
V. Roof Penetrations					
A. Equipment Base Flashings					
Open Laps					
Punctures					
Attachment					
Other					
B. Equipment Housing					
Counter Flashing					
Open Seams					
Physical Damage					
Caulking					
Drainage					
Other					
C. Equipment Operation					
Discharge of Contaminants					
Excessive Traffic Wear					
Other					
D. Roof Jacks / Vents / Drains					
Attachment					
Physical Damage					
Operational / Clogged					
Caulking					
Other					
VI. Expansion Joints					
Open Joints					
Punctures					
Securement					
Rusting					
Other					
VII. Pitch Pockets					
Open Joints					
Sealant					
Excessive Movement					
Other					



## WARRANTY

**TO: Board of Supervisors Fairfax County, VA**

**PROJECT: NEWINGTON DVS**  
6900 NEWINGTON ROAD  
LORTON, VA 22079

**DATE: September 10, 2013**

This is to certify that all work performed by **CONSOLIDATED ROOFING CONTRACTORS, LLC.** (hereinafter "CRC") conforms to the contract requirements and is warranted from any defects in material and workmanship for a duration of *Two (2) years*. The effective period of this warranty is from 6/14/13. Under this warranty CRC agrees to provide the material and labor necessary to repair any failure to the contract work items material or workmanship and not caused by any "Acts of God", or causes over which CRC has no control.

**THIS WARRANTY IS ISSUED IN LIEU OF ALL OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER OBLIGATIONS AND LIABILITIES ON THE PART OF CRC.**

It shall be the Owners responsibility (1) to give CRC written notice within 30 days following the discovery of any failure to the work, but in no event later than the expiration date of the warranty, (2) to secure necessary approval and release of liability from the structure occupants who might be affected by the repair operations, and (3) to remove, at the Owners expense, all obstructions from the affected area as determined by CRC which may hamper or impede repairs being made in the most expedient and least expensive manner possible. The Owner agrees to hold CRC harmless for any property damage or personal injury resulting from the failure of the work items. In no event shall CRC be liable for any consequential or incidental damages.

CRC will not be obligated to perform maintenance until all payments and other contractual obligations have been fulfilled. This agreement will become null and void if any repairs are made by others, unless they have been specifically authorized in writing by CRC; or if any material is used that has not been specifically authorized in writing by CRC or the manufacturer's of the material used. Failure to comply with any of the above conditions shall void this warranty.

BY: \_\_\_\_\_

NAME: STEVEN R. DAITCH  
TITLE: PRESIDENT  
CONSOLIDATED ROOFING CONTRACTORS, LLC.