



### ROOF SYSTEM WARRANTY

Building Name RICHARD BYRD LIBRARY

Building Address 7250 COMMERCE STREET, SPRINGFIELD, VA 22150

Building Owner FAIRFAX COUNTY BOARD OF SUPERVISORS

Roof Identification NEW CONSTRUCTION

Contractor AEGIS CONSTRUCTION (KELLER BROTHERS, INC. – GENERAL CONTRACTOR)

System Type ASPHALT BUR W/MB CAP

Flashing Type HOT COMPOSITION

Total Sq./Ft. Coverage 18000 Warranty #: 33240-96595

Lin. Ft. Flashing 250

Completion Date 8/11/2010 Warranty Term 20-YEARS

Viridian Systems ("Viridian"), warrants to the above-named Building Owner ("Owner") that, when the Viridian roof system, including specified components, is installed in accordance with current Viridian-approved specifications, Viridian will, at Viridian's expense, repair the roofing membrane as necessary to stop any leaks about which Viridian has received written notice during the Warranty Term, subject to the terms and conditions of this Warranty. Owner acknowledges and agrees that such repair will be Owner's sole and exclusive remedy under this Warranty.

The cost of removal or replacement of overburden shall be borne by the Owner, and will be completed by a Viridian approved contractor and with Viridian approved materials.

This Warranty will commence as of the date of completion as indicated above and will extend for the Warranty Term indicated above, subject to the terms and conditions of this Warranty, but this Warranty will become effective only upon Viridian's and the installing applicator's receipt of full payment of all invoices for services and materials used in connection with installation of the roofing membrane, and any delay in the effective date of this Warranty due to non-payment will not extend the Warranty Term indicated above. This Warranty is not assignable, or transferable, directly or indirectly, as a result of the sale of the premises or otherwise.

#### OWNER RESPONSIBILITIES

- In the event of a leak in the roofing system, the Owner will immediately notify Viridian's service agent at 1-800-872-7684, and confirm in writing to Viridian at the address specified above. In order to be eligible for coverage under this Warranty, Viridian must receive written notice of a leak prior to expiration of the Warranty Term.
- By notifying Viridian, you authorize Viridian to investigate the cause of the leak or claim. If the investigation reveals that the leak or claim is not covered by this Warranty, you agree to pay an investigation cost of \$500. This Warranty will be cancelled if you fail to pay this cost within 30 days of the receipt of an invoice for it.
- The Owner will provide Viridian, or its agent, free access to the building and roof during regular business hours over the Warranty Term.
- The Owner will notify the general office of Viridian at the address specified above in writing of any proposed modification, repair or addition, on or through the roof or base flashing for each situation occurring after the completion date on this Warranty prior to the commencement of any proposed modification, repair or addition. Drawings or plans showing the location of the proposed changes must be provided to and approved by Viridian prior to commencing work on any such modification, repair or addition. Any roofing modification, repair or addition must be completed with Viridian material installed by a Viridian approved contractor.
- In the event repairs are required which are not covered by this Warranty, Viridian will advise Owner of such repairs and Owner will be required to make such repairs at Owner's expense, using Viridian materials and a Viridian approved contractor. If, within thirty (30) days after Viridian advises Owner of the Non-Warranty required repairs, such required repairs are made as provided in the foregoing sentence, this warranty shall remain in effect for the unexpired portion of the Warranty Term. If Owner does not make the required repairs within such thirty (30) day period, this Warranty shall be automatically terminated without further notice from Viridian.
- The Owner will provide Viridian with prior written notice of any changes in the original usage of the building within thirty (30) days prior to implementation of such change in usage. If, in Viridian's sole judgment, Viridian determines that such change in usage would materially and adversely impact the roofing system, this Warranty will terminate unless Owner obtains the prior written consent of Viridian to implement such change in usage and further agrees to take such other action or make such other repairs, additions or modifications to the roofing system as recommended by Viridian in connection with such proposed change in use.
- Viridian recommends that Owner participate in the Preventative Maintenance Service Plan offered by Viridian. Contact Viridian for details. Refer to Viridian's Care and Maintenance Guide for required maintenance guidelines. A copy of the Care & Maintenance Guide has been provided with your Viridian Warranty Packet, an updated version can be obtained from Viridian's website ([www.viridiansystems.net](http://www.viridiansystems.net)).

OWNER ACKNOWLEDGES AND AGREES THAT THE WARRANTY SET FORTH HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND VIRIDIAN HEREBY EXPRESSLY DISCLAIMS ALL OF SUCH OTHER EXPRESS AND IMPLIED WARRANTIES.

#### INSPECTION REQUIREMENTS

OWNER MUST REQUEST, IN WRITING, AN INSPECTION EVERY FIVE YEARS DURING THE WARRANTY TERM. THE INSPECTION REQUEST MAY BE MADE ANYTIME BETWEEN THE SIXTH AND TENTH MONTH OF THE FIFTH YEAR OF THE WARRANTY TERM; THEN EACH FIFTH YEAR ANNIVERSARY THEREAFTER.

UPON RECEIPT OF SUCH REQUEST, VIRIDIAN WILL PROVIDE AN INSPECTION OF THE ROOF SYSTEM TO DETERMINE WHETHER ANY REPAIRS NOT COVERED BY THIS WARRANTY ARE REQUIRED TO MAKE THE SYSTEM ELIGIBLE FOR THE ADDITIONAL FIVE-YEAR CONTINUATION OF THIS WARRANTY, SUBMITTING A DETAILED INSPECTION REPORT TO THE OWNER OUTLINING THE NATURE AND EXTENT OF SUCH REQUIRED REPAIRS.

After the Owner has caused any such non-covered required repairs to be made (at Owner's sole expense and by a contractor approved by Viridian and using Viridian-approved materials) and notifies Viridian in writing of its desire for this Warranty to continue no later than sixty (60) days prior to expiration of the then-current five-year increment of the Warranty Term, Viridian will



then provide a re-inspection of the roofing membrane's acceptability for a five-year warranty continuation. The cost of both inspections will be paid by the Owner. Provided the above inspection requirements are met, this Warranty will be continued until and subject to, the next inspection requirement.

#### LIMITATIONS OF WARRANTY

This Warranty is not a maintenance agreement or an insurance policy. Because Viridian does not practice Engineering or Architecture, neither the issuance of this Warranty nor any review of the Building's construction or inspection of roof plans (or the building's roof deck) by Viridian's representatives shall constitute any warranty by Viridian of such plans, specifications or construction or in any way constitute an extension of the terms and conditions of this Warranty.

This Warranty is valid only when applied by a Viridian-approved roofing contractor. All repairs, modifications or additions must be authorized in advance by Viridian and be completed using a Viridian approved contractor and Viridian approved materials. This Warranty shall not be applicable and may be void if, in the sole judgment of Viridian, any of the following shall occur:

- I. The roofing system is damaged by natural disasters including, but not limited to, fire, floods, lightning, hail, earthquakes, wind damage, insects, animals, etc.
- II. The roofing system is damaged by structural movement or failure.
- III. The roofing system is damaged by acts of negligence, misuse, or accidents including, but not limited to, use of roof for other than waterproofing the building, vandalism, civil disobedience, or acts of war.
- IV. Discoloration or change in the visual appearance of the roof membrane or Viridian top coating.
- V. Damage to the roofing system resulting from:
  - A. Infiltration or condensation of moisture in, through, or around walls, building structure or underlying or surrounding areas.
  - B. Lack of positive drainage.
  - C. Contaminate attacks on the roofing membrane by chemicals which have not been approved or accepted by Viridian.
  - D. Building design or construction.
  - E. Traffic or storage of materials on roof.
  - F. Acts of parties other than Viridian or Viridian's authorized roofing contractor.
  - G. Loss or erosion of surfacing materials including, but not limited to, reflective coating, granules, vegetated overburden or aggregate.
- VI. Failure of the Owner to notify Viridian in writing and receive written approval of:
  - A. Changes in the usage of the building in accordance with Owner Responsibilities set forth herein.
  - B. Modifications, repairs or additions to the roofing system.Refer to Guidelines for Adding or Modifying Rooftop Equipment in your Care and Maintenance Guide for process details.
- VII. Failure of the Owner to comply with each and every term or condition stated herein.
- VIII. Failure of the Owner to properly maintain the roof as described in the Care and Maintenance Guide that accompanies this warranty.

**VIRIDIAN HEREBY DISCLAIMS AND ASSUMES NO RESPONSIBILITY FOR (AND OWNER AGREES TO INDEMNIFY AND HOLD VIRIDIAN HARMLESS AGAINST ALL LOSS, COSTS AND EXPENSES INCURRED BY VIRIDIAN DUE TO OR ARISING FROM) ANY DAMAGE THAT OCCURS TO THE STRUCTURE OR INTERIOR OF THE STRUCTURE, INCLUDING THE CONTENTS THEREIN, FROM ANY TYPE OF LEAKS. VIRIDIAN FURTHER SHALL NOT BE LIABLE FOR ANY OTHER CONSEQUENTIAL, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING FROM, RESULTING FROM OR DUE TO MOLD, MILDEW OR ALGAE. OWNER'S SOLE REMEDY AND VIRIDIAN'S SOLE LIABILITY AND RESPONSIBILITY FOR ANY AND ALL CLAIMS ARISING UNDER, IN CONNECTION WITH OR IN ANY WAY RELATING TO A LEAK IN THE ROOF MEMBRANE IS THE COST OF REPAIR OF THE ROOFING SYSTEM.**

This Warranty shall be construed under and in accordance with the laws of the State of Ohio. Any disputes or claims arising under, as a result of or in connection with this Warranty shall be subject to the sole and exclusive jurisdiction of the state and federal courts located in Cleveland, Northern District, Ohio, and the Owner hereby irrevocably consents to the personal jurisdiction of such courts.

In the event that any one or more of the provisions contained in this Warranty shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Warranty shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

This Warranty constitutes the sole and only warranty of Viridian and supersedes any prior understandings of written or oral warranties between the parties respecting the subject matter within.

The absence of Owner's signature below shall not impact the validity or enforceability of this Warranty.

**Warranty Acceptance:** The Owner hereby accepts and agrees to the terms and conditions set forth in this Warranty.

\_\_\_\_\_  
Authorized Owner Representative Name (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

 **VIRIDIAN**  
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\_\_\_\_\_  
By

\_\_\_\_\_  
Warranty Manager

\_\_\_\_\_  
Title

\_\_\_\_\_  
10/27/2011

\_\_\_\_\_  
Date



## Five (5) Year ProFormance INITIAL SERVICE PROGRAM

Building Name	<u>RICHARD BYRD LIBRARY</u>
Building Address	<u>7250 COMMERCE STREET, SPRINGFIELD, VA 22150</u>
Building Owner	<u>FAIRFAX COUNTY BOARD OF SUPERVISORS</u>
Roof Identification	<u>NEW CONSTRUCTION</u>
Contractor	<u>AEGIS CONSTRUCTION (KELLER BROTHERS, INC. – GENERAL CONTRACTOR)</u>
System Type	<u>ASPHALT BUR W/MB CAP</u>
Flashing Type	<u>HOT COMPOSITION</u>
Total Sq./Ft. Coverage	<u>18000 SQ. FT.</u>
Lin. Ft. Flashing	<u>250 LIN. FT.</u>
Completion Date	<u>8/11/2010</u> Rider to Warranty #: <u>33240-96595</u>

As a separate agreement from your Viridian warranty, Viridian or its agent will conduct preventive maintenance three times in approximately 18-month intervals.

**Services include:**

- Repairs to parapet wall or unit flashings as needed.
- Miscellaneous repairs to accessible roof membrane.
- Repair pipe flashings as needed.
- Refastening of loose termination bar or counter-flashing.
- Recaulking open seams in metal.
- Cleaning of debris from roof drains and scuppers.

Inspection information and records of all work performed on the roof areas throughout the term of the service will be provided to the Owner via secure on-line database accessible from any internet connection. The database will be updated and revised after each site visit with inspection information and records of work performed during the site visits.

Service includes normal maintenance work only. Damage due to negligence of other contractors, maintenance personnel or any other person permitted on the roof is not covered under this maintenance program.

Any emergency service or repair work which may be required other than scheduled maintenance will be billed at the normal service charge rate.

**Charges**


Quotes for any major repair work required to keep the system operating properly, and is not covered by the warranty or normal maintenance, will be submitted in advance to the client for approval. All prices subject to applicable sales and use taxes.

**Limitation of Liability**

Viridian will not be liable for any delay in furnishing or failure to service due to fire, flood, strike, lockout, war, act of God, or any cause beyond reasonable control.

Viridian or it's agent responsibility for injury to persons or property that may be caused by or arise through the maintenance, service, functioning, or use of the system(s) shall be limited to injury caused directly by our negligence in performing our obligations under this agreement and, in no event, shall we be liable for speculative, indirect or consequential damages.

NOTE: The Viridian ProFormance Service Program does not absolve the Building Owner/Customer of maintenance responsibility that is required to keep any Viridian warranty in full force and effective. Refer to the Viridian Roof Membrane System Care and Maintenance information Packet for maintenance guidelines.

By   
 Title: Warranty Manager  
 Date: 10/27/2011

