



**FAIRFAX, INC.**  
114 County Road 3  
P.O. Box 400  
Chesapeake, Ohio 45619-0400

2008 SEP 10 A 8:34  
PURCHASING DIVISION  
STATE OF WV

Phone Number: 740.867.2727  
Fax Number: 740.867.2727

Email fairfaxinc@aol.com

**FAX TRANSMITTAL**

To: John Abbott  
Company: State of West Virginia - Purchasing  
Phone: No.: 304-558-2544  
Fax No.: 304-558-3970

From: Doak Russell  
Date: September 10, 2008  
No. of Pages w/ Cover: 11  
Hard Copy to Follow: No

If you do not receive all pages, please contact our office at the telephone number listed

Message:

RECEIVED  
2008 SEP 10 A 8:33  
PURCHASING DIVISION  
STATE OF WV

The information contained in this facsimile message is intended for the use of the individual or entry named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by the telephone and return the original message to us at the above address. Thank you.



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

**Request for Quotation**

ITEM NUMBER  
**DEFK9004**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO BE SENT TO  
**JOHN ABBOTT**  
**304-558-2544**

RFQ COPY

TYPE NAME/ADDRESS HERE

Fairfax, Inc.  
 114 County Road 3  
 P.O. Box 400  
 Chesapeake, Ohio 45619-0400

VENDOR

DIV ENGINEERING & FACILITIES  
 NATIONAL GUARD ARMORY  
 ROUTE 52, NORTH  
 PT. PLEASANT, WV  
 25550 304-561-6539

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	PREPAY TERMS
07/27/2008				

BID OPENING DATE: **09/10/2008** BYD OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		910-66		\$297,340.00
<p><b>ROOFING MAINTENANCE, REPAIR, AND INSTALLATION</b></p> <p>CONTRACT TO PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO REPLACE THE ROOF AND RELATED WORK AT THE WV ARMY NATIONAL GUARD, POINT PLEASANT, WV LOCATION, PER THE SPECIFICATIONS.</p> <p>MANDATORY ON-SITE PRE-BID: 8/19/2008; 10:00 AM                      RT. 1, BOX 333B                      POINT PLEASANT, WV 25550                      (304) 675-3950</p> <p>CONTACT: CONTACT CHARLES MITCHELL AT 304-561-6337 TO CONFIRM ATTENDANCE.</p> <p>NOTE: PLEASE NOTE 1.15 WARRANTY IN THE ATTACHED SPECIFICATIONS. THE REQUIRED INFORMATION LISTED SHOULD BE INCLUDED WITH THE BID; BUT WILL BE REQUIRED UPON REQUEST.</p> <p>EFFECTIVE JULY 1, 2008, STATE LAW REQUIRES ALL BIDDERS TO INCLUDE WITH THE BID:                      * THE ATTACHED PURCHASING AFFIDAVIT SIGNED, AND SUBMITTED WITH THE BID. PLEASE READ THIS DOCUMENT IN ITS ENTIRETY.</p> <p>EXHIBIT 5</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>R. Doak Russell</i>	TELEPHONE 740-867-2727	DATE 09-10-2008
TITLE President	FERN 55-0672983	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2016 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

### Request for Quotation

RFQ NUMBER  
**DEFK9004**

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ADDRESS (CORRESPONDENCE MAILING ADDRESS)  
**JOHN ABBOTT**  
**304-558-2544**

RFQ COPY  
 TYPE NAME/ADDRESS HERE

Fairfax, Inc.  
 114 County Road 3  
 P.O. Box 400  
 Chesapeake, Ohio 45619-0400

DIV ENGINEERING & FACILITIES  
 NATIONAL GUARD ARMORY  
 ROUTE 52, NORTH  
 PT. PLEASANT, WV  
 25550 304-561-6539

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
07/27/2008				

BID OPENING DATE: **09/10/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UNIT	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<b>ADDENDUM ACKNOWLEDGEMENT</b>						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NOS.:						
NO. 1						
NO. 2						
NO. 3						
NO. 4						
NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.						
VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.						
 B. Doak Russell Fairfax, Inc.				SIGNATURE		
September 10, 2008				DATE		
REV. 11/96						

SIGNATURE:	TELEPHONE: 740-867-2727	DATE: 09-10-2008
TITLE: President	FAX: 55-0672983	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

### Request for Quotation

RFQ NUMBER  
**DEEK9004**

PAGE  
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PERSONS CORRESPONDENCE TO ATTENTION  
**JOHN ABBOTT**  
**304-558-2544**

RFQ COPY  
 TYPE NAME/ADDRESS HERE

Fairfax, Inc.  
 114 County Road 3  
 P.O. Box 400  
 Chesapeake, Ohio 45619-0400

DIV ENGINEERING & FACILITIES  
 NATIONAL GUARD ARMORY  
 ROUTE 52, NORTH  
 PT. PLEASANT, WV  
 25550 304-561-6539

DATE AWARDED	ISSUE DATE	RFQ NO.	RFQ	RFQ/OTR
07/27/2008				

BID OPENING DATE: **09/10/2008** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOM	UNIT PRICE	TOTAL PRICE	AMOUNT
<b>CONTRACTORS LICENSE</b>  WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7896.  WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.  BIDDER TO COMPLETE: CONTRACTORS NAME: ..... Fairfax Inc..... CONTRACTORS LICENSE NO.: ..... WV08334.....  THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT.  <b>APPLICABLE LAW</b>  THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULE AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.  ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR					

SIGNATURE: *R. Doak Russell* TITLE: **President** TELEPHONE: **740-867-2727** DATE: **09-06-2008**

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED "VENDOR"



State of West Virginia  
Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

### Request for Quotation

RFQ NUMBER  
**DEFK9804**

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NAME OF BIDDER OR AUTHORITY OF  
**JOHN ABBOTT**  
**304-558-2544**

RFQ COPY  
TYPE NAME/ADDRESS HERE

Fairfax, Inc.  
114 County Road 3  
P.O. Box 400  
Chesapeake, Ohio 45619-0400

DIV ENGINEERING & FACILITIES  
NATIONAL GUARD ARMORY  
ROUTE 52, NORTH  
PT. PLEASANT, WV  
25550 **304-561-6539**

DATE ISSUED	TERMS OF SALE	RFQ NO.	FOUR	EXPIRES/TERMS
07/27/2008				

BID OPENING DATE: **09/10/2008** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UNIT	UNIT PRICE	ITEM NUMBER	AMOUNT
<p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p style="text-align: center;">----- <b>740-867-2727</b> -----</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:</p> <p style="text-align: center;">----- <b>Doak Russell</b> -----</p>					
<p>***** THIS IS THE END OF RFQ DEFK9804 ***** TOTAL: _____</p>					

SIGNATURE <i>R. Doak Russell</i>	TELEPHONE <b>740-867-2727</b>	DATE <b>09-10-2008</b>
TITLE <b>President</b>	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

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RFQ No. DEK9004

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**VENDOR OWING A DEBT TO THE STATE:**

*West Virginia Code §5A-3-10a* provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

**PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:**

*West Virginia Code §21-1D-5* provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

**ANTITRUST:**

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

**LICENSING:**

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:**

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and is in compliance with the requirements as stated.

Vendor's Name: Fairfax, Inc.

Authorized Signature: R. Doak Russell Date: September 10, 2008

Purchasing Affidavit (Revised 07/01/08) R. Doak Russell - President

BID BOND

BOND # 261047-04

KNOW ALL MEN BY THESE PRESENTS, THAT WE, THE UNDERSIGNED FAIRFAX, INC.

P O BOX 400, CHESAPEAKE, OH 45619 AS PRINCIPAL, AND

AMERICAN CONTRACTORS INDEMNITY COMPANY AS SURETY, ARE HEREBY HELD AND

FIRMLY BOUND UNTO STATE OF WEST VIRGINIA, DIV. OF PURCHASING AS OWNER IN THE

PENAL SUM OF SIXTEEN THOUSAND FIVE HUNDRED DOLLARS OR THE PAYMENT OF WHICH, WELL AND

TRULY TO BE MADE, WE HEREBY JOINTLY AND SEVERALLY BIND OURSELVES, SUCCESSORS AND ASSIGNS,

SIGNED, THIS 10TH DAY OF SEPTEMBER, ~~XXX~~ 2008

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT WHEREAS THE PRINCIPAL HAS

SUBMITTED TO STATE OF WEST VIRGINIA, DIV. OF PURCHASING A CERTAIN BID, ATTACHED

HERETO AND HEREBY MADE A PART HEREOF TO ENTER INTO A CONTRACT IN WRITING, FOR THE

POINT PLEASANT NATIONAL GUARD ARMORY, RT 52, NORTH, PT. PLEASANT, WV 25550

~~THE LANGUAGE OF THE CONTRACT NOTWITHSTANDING, IT IS UNDERSTOOD AND AGREED THAT SURETY HAS NO WARRANTY RESPONSIBILITY BEYOND TWO YEARS FROM COMPLETION OF THE WORK BY THE PRINCIPAL ON THIS BOND.~~

NOW, THEREFORE,

- (A) If said Bid shall be rejected, or in the alternate,
- (B) If said Bid shall be accepted and the principal shall execute and deliver a contract in the form of contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid.

Then this obligation shall be void, otherwise the same shall remain in force and effect: It being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

THE SURETY, FOR VALUE RECEIVED, HEREBY STIPULATES AND AGREES THAT THE OBLIGATIONS OF SAID SURETY AND ITS BOND SHALL BE IN NO WAY IMPAIRED OR AFFECTED BY ANY EXTENSION OF THE TIME WITHIN WHICH THE OWNER MAY ACCEPT SUCH BID; AND SAID SURETY DOES HEREBY WAIVE NOTICE OF ANY SUCH EXTENSION.

IN WITNESS WHEREOF, THE PRINCIPAL AND THE SURETY HAVE HERETO SET THEIR HANDS AND SEALS, AND SUCH OF THEM AS ARE CORPORATIONS HAVE CAUSED THEIR CORPORATE SEALS TO BE HERETO AFFIXED AND THESE PRESENTS TO BE SIGNED BY THEIR PROPER OFFICERS. THE DAY AND YEAR FIRST SET FORTH ABOVE.

*R. Doak Russell*

(L.S.)

FAIRFAX, INC.

PRINCIPAL R DOAK RUSSELL, PRESIDENT

AMERICAN CONTRACTORS INDEMNITY COMPANY

SURETY

*Brenda G. Poff*

BRENDA G. POFF, ATTORNEY-IN-FACT

IMPORTANT Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.



# American Contractors Indemnity Company

9841 Airport Blvd., 9<sup>th</sup> Floor Los Angeles, California 90045



## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That American Contractors Indemnity Company of the State of California, a California Corporation, does hereby appoint  
**Charles W. Manning or Brenda G. Ped** of Huntington, West Virginia

to true and lawful Attorney-in-Fact with full authority to execute its and all bonds, indentures, recognizances and other contracts of indemnity and sureties obligations in the future, hereby issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$ 7,000,000.00. This Power of Attorney shall expire without further action on the 30<sup>th</sup> day of January, 2009.

This Power of Attorney is granted and is signed and sealed by its said agent and by the authority of the following Resolution adopted by the Board of Directors of AMERICAN CONTRACTORS INDEMNITY COMPANY at a meeting duly called and held on the 6<sup>th</sup> day of December, 2008:

*RESOLVED* That the Board Executive Officer, President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, may thereunto lawfully and lawfully

*do* execute and deliver, and cause to be executed on behalf of the Company, and attach the seal of the Company thereto, any and all contracts of indemnity and other writings obligations, in the future, hereof.

*and* perform all and any other duties and obligations which may lawfully be required.

*AND* FURTHER, that the signature of any and all individuals, the Company, may be required to carry out such Power of Attorney or any other writing obligations, obligations, and any other duties, in the future, hereof, shall be deemed to be valid and binding upon the Company, provided that the same shall be certified by the said signatories and the same shall be a full and binding instrument of the Company, in the same manner as if the same were signed and sealed by the said individuals.

IN WITNESS WHEREOF, American Contractors Indemnity Company has caused its seal to be affixed hereto and executed by its Executive Vice President on the 9<sup>th</sup> day of January, 2009.



AMERICAN CONTRACTORS INDEMNITY COMPANY

*Adam S. Pessin*

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

On this 9<sup>th</sup> day of January, 2009, before me, Steve Pedwar, a duly qualified, personally appeared Adam S. Pessin, Executive Vice President of American Contractors Indemnity Company, a person known to me (or proved to me on the basis of satisfactory evidence to be the person) whose name is subscribed to the within instrument and acknowledged to me that he (she) executed the same in his (her) authorized capacity (as indicated by his/her title or position) at the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Signature of Notary  
My Commission Expires: June 3, 2010

I, Jeanne E. Kim, Corporate Secretary of American Contractors Indemnity Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above are true and correct transcripts thereof and that neither the said Power of Attorney, nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this TENTH day of SEPTEMBER, 2008.

Bond No. 261047-04

*Jeanne E. Kim*  
Jeanne E. Kim, Corporate Secretary

Agent No. 8110



RED SHIELD

WARRANTY

RED SHIELD ROOFING SYSTEM LIMITED WARRANTY

Warranty No.: FBPC04 Square Footage: s.f.

Building Owner:

Building Identification:

Building Address:

Warranty Period Of: 15 Years, Beginning On: Roofing Contractor:

SAMPLE

For the warranty period indicated above, Firestone Building Products Company ("Firestone"), a division of BFS Diversified Products, LLC, a Delaware limited liability company, warrants to the Building Owner ("Owner") named above that Firestone will, subject to the Terms, Conditions and Limitations set forth below, repair any leak in the Firestone Roofing System ("System").

TERMS, CONDITIONS AND LIMITATIONS

- 1. Products Covered: The System shall mean only the Firestone brand roofing membranes, Firestone brand roofing insulations, Firestone brand roofing metal, and other Firestone brand roofing accessories when installed in accordance with Firestone technical specifications by a Firestone-licensed applicator.
2. Notice: In the event any leak should occur in the System, the Owner must give notice in writing or by telephone to Firestone within thirty (30) days of any occurrence of a leak.
3. Investigation: If upon investigation, Firestone determines that the leak is not excluded under the Terms, Conditions and Limitations set forth in this Red Shield Roofing System Limited Warranty (the "Limited Warranty"), the Owner's sole and exclusive remedy and Firestone's total liability shall be limited to the repair of the leak.
4. Disputes: Any dispute, controversy or claim between the Owner and Firestone concerning this Limited Warranty shall be settled by mediation.
5. Payment Required: Firestone shall have no obligation under this Limited Warranty unless and until Firestone and the licensed applicator have been paid in full for all materials, supplies, services, approved written change orders, warranty costs and other costs which are included in, or incidental to, the System.
6. Exclusions: Firestone shall have no obligation under this Limited Warranty, or any other liability, now or in the future if a leak or damage is caused by: (a) Natural forces, disasters, or acts of God including, but not limited to winds in excess of 55 MPH, fires, hurricanes, tornadoes, hail, wind-blown debris, lightning, earthquakes, volcanic activity, atomic radiation, insects or animals; (b) Any act(s), conduct or omission(s) by any person, or act(s) of war, terrorism or vandalism, which damage the System or which impair the System's ability to resist leaks; (c) Failure by the Owner to use reasonable care in maintaining the System, said maintenance to include, but not limited to those items listed on the reverse side of this Limited Warranty titled "Building Envelope Care and Maintenance Guide"; (d) Deterioration or failure of building components, including, but not limited to, the roof substrate, walls, mortar, HVAC units, etc.; (e) Condensation or infiltration in, through, or around the walls, ceilings, rooftop, hardware or equipment, building structure or underlying or surrounding materials; (f) Any acid, oil, harmful chemical, chemical or physical reaction and the like which comes in contact with the System, which damages the System, or which impairs the System's ability to resist leaks; (g) Alterations or repairs to the System that are not completed in accordance with our published specifications, not completed by licensed contractor, and/or where current notification procedures were not followed; (h) The architecture, engineering, construction, or design of the roof, roofing system or building; Firestone does not undertake any analysis of the architecture or engineering required to evaluate what type of roof system is appropriate; (i) A change in building use or purpose; (j) Deterioration to metal roofing materials and accessories caused by marine salt water atmosphere or by regular spray of either salt or fresh water; or (k) Failure to give proper notice as set forth in paragraph 2(a) above.
7. Transfer: This Limited Warranty shall be transferable subject to Owner's payment of the current transfer fee set by Firestone.
8. Term: The term of this Limited Warranty shall be for the period set forth above and such term shall not be extended under any circumstances.
9. Roof Access: During the term of this Limited Warranty, Firestone's designated representative or employees shall have free access to the roof during regular business hours.
10. Waiver: Firestone's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision, or of any other terms and conditions of this Limited Warranty.
11. Governing Law: This Limited Warranty shall be governed by and construed in accordance with the laws of the State of Indiana without regard to that State's rules on conflict of laws.
12. Severability: If any portion of this Limited Warranty is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.
13. Effective Date: This Limited Warranty shall be effective and apply to Systems sold after April 1, 2006.

FIRESTONE DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION THAT WERE NOT FURNISHED BY FIRESTONE. FIRESTONE SPECIFICALLY DISCLAIMS LIABILITY UNDER ANY THEORY OF LAW ARISING OUT OF THE INSTALLATION OF PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY FIRESTONE.

THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND FIRESTONE HEREBY DISCLAIMS ALL SUCH WARRANTIES. THIS LIMITED WARRANTY SHALL BE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST FIRESTONE, AND FIRESTONE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGES TO THE BUILDING OR ITS CONTENTS OR THE ROOF DECK. THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF FIRESTONE. NO OTHER PERSON HAS ANY AUTHORITY TO BIND FIRESTONE WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

FIRESTONE BUILDING PRODUCTS COMPANY

By: \_\_\_\_\_

Authorized \_\_\_\_\_

Signature: SAMPLE

Title: \_\_\_\_\_



## BUILDING ENVELOPE CARE AND MAINTENANCE GUIDE

(For Red Shield Warranted Roofing Systems)

Congratulations on your purchase of a Firestone Roofing System! Your roof is a valuable asset that should be properly maintained. All roofs and roofing systems require periodic inspection and maintenance to perform as designed and to keep your Limited Warranty in full force and effect.

1. The roof should be inspected at least twice yearly and after any severe storms. A record of all inspection and maintenance activities should be maintained, including a listing of the date and time of each activity as well as the identification of the parties performing the activity.
2. Proper maintenance and good roofing practice require that ponded water (defined as water standing on the roof forty-eight hours after it stops raining) not be allowed on the roof. Roofs should have slope to drain, and all drain areas must remain clean. Bag and remove all debris from the roof since such debris can be quickly swept into drains by rain. This will allow for proper water run-off and avoid overloading the roof.
3. The Firestone Roofing System should not be exposed to acids, solvents, greases, oil, fats, chemicals and the like. If the Firestone Roofing System is in contact with any such materials, these contaminants should be removed immediately and any damaged areas should be inspected by a Firestone Licensed Applicator and repaired if necessary.
4. The Firestone Roofing System is designed to be a waterproofing membrane and not a traffic surface. Roof traffic other than periodic traffic to maintain rooftop equipment and conduct periodic inspections should be prohibited. In any areas where periodic roof traffic may be required to service rooftop equipment or to facilitate inspection of the roof, protective walkways should be installed by a Firestone Licensed Applicator as needed to protect the roof surface from damage.
5. Some Firestone roofing membranes require maintenance of the surface of the membrane:
  - a. **Smooth-surfaced Firestone APP membranes** should be coated with an approved liquid coating, such as Firestone Aluminum Roof Coating or Firestone AcryliTop applied in accordance with Firestone specifications, in order to maximize the service life of the membrane. If this coating is not applied as part of the initial roofing installation, it should be applied within the first five years after the roof is installed to help protect the membrane from surface crazing and cracking. In addition, this coating should be maintained as needed to re-coat any areas that have blistered, peeled or worn through.
  - b. **Granule-surfaced Firestone APP and SBS membranes** do not normally require surface maintenance other than periodic inspection for contaminants, cuts or punctures. If areas of granular loss are discovered during inspection, these areas should be coated with Firestone AcryliTop or other Firestone-approved coating applied in accordance with Firestone specifications.
  - c. **Gravel-surfaced Firestone BUR membranes** do not normally require surface maintenance other than periodic inspection for contaminants or damage. If areas of gravel loss are discovered during inspection, gravel must be reinstalled into hot asphalt to protect the surface of the membrane. Coatings on smooth surface BUR membranes must be maintained as needed to re-coat any areas that have blistered, peeled or worn through.
  - d. **Firestone EPDM and TPO roofing membranes** do not normally require surface maintenance other than periodic inspection for contaminants, cuts or punctures. Occasionally, approved liquid roof coatings, such as Firestone AcryliTop, are applied to the surface of EPDM membranes in order to provide a lighter surface color. Such coatings do not need to be maintained to assure the performance of the underlying EPDM roof membrane, but some maintenance and re-coating may be necessary in order to maintain a uniform surface appearance.
  - e. **Firestone Ura-Clad metal roofing panels and trim** do not normally require surface maintenance other than periodic inspection for contaminants or damage. In addition, periodic cleaning of the surface may be required to remove dirt and maintain the aesthetic appearance of the coated metal. Simple washing with plain water using hoses or pressure spray equipment is usually adequate. If cleaning with agents other than water is contemplated, several precautions should be observed: (1) do not use wire brushes, abrasives, or similar cleaning tools which will mechanically abrade the coating surface, and (2) cleaning agents should be tested in an inconspicuous area before use on a large scale.
6. All metal work, including counter-flashings, drains, skylights, equipment curbs and supports, and other Firestone brand rooftop accessories must be properly maintained at all times. Particular attention should be paid to sealants at joints in metal work and flashings. If cracking or shrinkage is observed, the joint sealant should be removed and replaced with new sealant.
7. Any alterations to the roof, including but not limited to roof curbs, pipe penetrations, roof-mounted accessories, and tie-ins to building additions must be performed by a licensed Firestone Licensed Applicator and reported to Firestone. Additional information and reporting forms for roof alterations are available at [www.firestonebpco.com](http://www.firestonebpco.com).
8. Should you experience a leak:
  - a) Check for the obvious: clogged roof drains, loose counterflashings, broken skylights, open grills or vents, broken water pipes.
  - b) Note conditions resulting in leakage. Heavy or light rain, wind direction, temperature and time of day that the leak occurs are all important clues to tracing roof leaks. Note whether the leak stops shortly after each rain or continues to drip until the roof is dry. If you are prepared with the facts, the diagnosis and repair of the leak can proceed more rapidly.
  - c) Contact Firestone Warranty Claims at 1-800-830-5612 as soon as possible...but please don't call until you are reasonably sure that the Firestone Roofing System is the cause of the leak.

Firestone feels that the preceding requirements will assist you, the building owner, in maintaining a watertight roof for many years. Your roof is an investment, and maintenance is essential to maximize your return on this important investment.

**Firestone**  
**BUILDING PRODUCTS**  
**NOBODY COVERS YOU BETTER™**

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