



Fluor Federal Services, Inc.
Paducah Deactivation Project
P.O. Box 369
Kevil, KY 42053
USA

April 21, 2016

FPAD-16-1430

Ms. Marcia Fultz, Contracting Officer
U.S. Department of Energy
Portsmouth/Paducah Project Office
1017 Majestic Drive, Suite 200
Lexington, KY 40513

Dear Ms. Fultz:

**Task Order DE-DT0007774: Fluor Federal Services, Inc., Paducah Deactivation Project—
Performance Based Incentive No. 3, Surveillance and Maintenance (c)—Complete Installation of
New Roof System on C-335 and C-331 and Warranties for Roofs on C-310, C-331, C-333, C-335,
and C-337 Buildings**

Reference: DE-DT0007774 Section J, Attachment J-11 Award Fee Plan, Interim Award Fee
Evaluation Period August 1, 2015, to July 31, 2016.

Fluor Federal Services, Inc., Paducah Deactivation Project (FPDP) is pleased to notify the U.S. Department of Energy (DOE) that it has met the completion criteria defined for Performance Based Incentive No. 3, Surveillance and Maintenance (c)—Complete Installation of New Roof Systems on C-335 and C-331 Buildings. The roof installation for C-335 Building was completed on December 2, 2015; the roof installation for C-331 Building was completed February 4, 2016. Installation consisted of new roofing membrane over each entire roof, including stairwells and penthouses. All roof protrusions were sealed. FPDP Engineering has inspected and accepted the roof installation. The manufacturer has inspected and accepted the roof installation and has issued the 30-year warranty for each. The contractor who performed the work was demobilized fully from these roofs by February 8, 2016.

All waste generated from installation of these roofs has been shipped to and accepted for final disposition at a properly licensed and permitted disposal site.

FPDP invites DOE to perform an independent assessment of the project to confirm achievement of the referenced completion criteria.

The manufacturer's 30-year membrane warranties for roofs on buildings C-310, C-331, C-333, C-335, and C-337 are enclosed. The effective warranty start date for each building is as shown in the enclosed documentation.

REVIEWED FOR
CLASSIFICATION

W. D. Cobb 4/27/16
Name Date

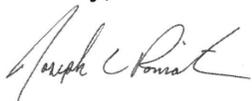
FPAD-16-1430 sso

UNCLASSIFIED

UNCLASSIFIED

If you have any questions or require additional information, please contact Craig Willett at (270) 441-6144.

Sincerely,

A handwritten signature in black ink, appearing to read "Joseph C. Poniatowski". The signature is fluid and cursive, with the first name being the most prominent.

Joseph C. Poniatowski
Director, Prime Contract Management

e-copy:

J. Woodard, PPPO/PAD

R. Knerr, PPPO/PAD

K. Knerr, PPPO/PAD

C. Willett, FPDP/PAD

2/8/2016

Joe Lauberth
Roofing Services & Solutions
1054 Central Industrial Drive
Saint Louis, MO 63110

Project Name: Fluor Federal Services-Paducah Deactivation
Address: 5600 Hobbs Road
Kevil, KY 42053

Warranty Number: 0000023392-045116.1
Roof Area(s): Building 310

Dear Joe Lauberth:

Enclosed is the original and a duplicate copy of the warranty for the above referenced facility. Please forward the Original Warranty, Owner's Guide, Maintenance Checklist, Caution Sign, Photovoltaic Installation/Warranty Continuation Policy (for non-vegetated systems only), and the Warranty Folder to the building owner and keep the duplicate for your records. Instruct the building owner to keep the original for their records.

If you have any questions, please do not hesitate to call me.

Very truly yours,



Luz Adorno-Boria
Sika Corporation
Warranty Coordinator

Enclosures



30 Year Membrane Warranty

Warranty Serial No.: 0000023392-045116.1

SIKA CORPORATION ROOFING WARRANTY FOR COMMERCIAL BUILDING

Owner: U.S. Department of Energy
 Project Name: Fluor Federal Services-Paducah Deactivation
 Project Address: 5600 Hobbs Road
Kevil, KY 42053
Roofing Services & Solutions, 1054 Central Industrial Drive, Saint Louis, MO
 Applicator: 63110

Telephone: (314) 771-3080

Building/Area Name: Building 310

Used As: NUCLEAR INDUSTRY - POWER STATIONS Area Warranted: 63,000 sq. ft.

Sika Corporation ("Sika") warrants to the owner of the building described above ("Owner"), that subject to the terms, conditions, and limitations, including the limitations set forth in section 10 below, stated herein, Sika Corporation will supply replacement membrane for any defective Sarnafil Roofing Membrane installed according to Sika Corporation's Technical instructions by a Sika Corporation Authorized Roofing Applicator for a period of 30 (thirty) years.

TERMS, CONDITIONS, LIMITATIONS

1. Owner shall notify Sika Corporation on the first business day immediately following the discovery of each leak in the roofing membrane and confirm in writing within one week. Should Owner determine that the leak event is directly due to a defect in the Sarnafil Roofing Membrane, Owner shall submit a representative sample of said membrane to Sika Corporation's Corporate Office.
2. If on Sika Corporation's inspection of the membrane sample Sika Corporation determines that the leak is caused by a defect in the Roofing Membrane, Owner's remedies and Sika Corporation's liability shall be limited to providing replacement material for the defective Roofing Membrane.
3. This warranty does not apply and may be null and void if any of the following occur:
 - (a) The Roofing Membrane is damaged by a natural disaster including, but not limited to, earthquake, lightning, hail, wind, hurricane, or tornado, as defined by The National Weather Service, or other acts of God, or:
 - (b) The Roofing Membrane is damaged by any act of negligence, accident, or misuse including, but not limited to, vandalism, falling objects, civil disobedience, or act of war, or:
 - (c) A deficient pre-existing condition or equipment is causing water entry, or:
 - (d) Metal work or other accessories or equipment is used in the Roofing and causes leaks, or:
 - (e) There are any alterations or repairs made on or through the completed roof, or objects such as but not limited to fixtures, equipment, or structures are placed on or attached to the completed roof without first obtaining written authorization from Sika Corporation, or:
 - (f) Failure by the Owner or his lessee to use reasonable care in maintaining the roof as described in the Owner's Guide provided with this warranty, including that of sealants and caulking, or:
 - (g) Loss of integrity of the building envelope and, or structure including, but not limited to partial or complete loss of roof decking, wall siding, windows, doors or other envelope components or from roof damage by wind blown objects, or:
 - (h) Condensation accumulates in the roof assembly due to incorrect design or due to a reduction in the vapor barrier effectiveness, or:
 - (i) A significant change in the use of the building by the Owner or his lessee expected by Sika Corporation to effect the Roofing Membrane as originally installed, or:
 - (j) The Roofing Membrane is damaged by contaminates and/or spills, or:
 - (k) Deficient design or defective workmanship was applied to the Roofing Membrane such as membrane contact with incompatible materials and/or failure of membrane seams, or:
 - (l) The Owner fails to comply with every term and condition stated herein.
4. During the period of this warranty, Sika Corporation, its agents and employees, shall have free access to the roof during regular business hours.
5. Should the Roofing Membrane be concealed, the cost of exposure of the Roofing Membrane for purposes of Sika Corporation's investigation and/or repair, such as removal and replacement of any paving or overburden, shall be the Owner's responsibility.
6. Sika Corporation shall have no obligation under this warranty until all invoices for materials, installation, and services provided by Sika Corporation and the Sika Corporation Authorized Applicator have been paid for in full.
7. Sika Corporation's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision.
8. This warranty may be transferred to a subsequent Owner of the Building if approved in advance and in writing by Sika Corporation and the cost to process the transfer and to inspect and repair the Sika Corporation Roofing System, if necessary, such as but not limited to, removal and replacement of overburden, shall be the Owner's responsibility.
9. The Owner and Sika Corporation hereby agree that any and all claims (contractual, statutory, common law or otherwise), disputes, or suits that in any way, directly or indirectly, arise out of or relate to this Warranty, or the alleged breach thereof, or to any contracts between the owner and Sika Corporation, or the alleged breach thereof, or to the design, manufacture, sale, distribution, installation, and/or inspection of the Sika Corporation Roofing System, shall first be submitted to non-binding mediation before a neutral mediator jointly selected by the parties or, in the absence of agreement, as designated by the American Arbitration Association. In the absence of resolution by mediation, all such claims shall be settled by arbitration by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules. Any such mediation and/or arbitration shall take place in Boston, Massachusetts. This Warranty, and any claims, disputes or suits between the parties hereto shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Massachusetts.
10. **THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. THE REMEDIES STATED HEREIN ARE EXCLUSIVE REMEDIES AND SIKA CORPORATION SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES INCLUDING THE PRESENCE OF MOLDS, FUNGI, BACTERIA, SPORES, MYCOTOXINS OR THE LIKE OR FURTHER LOSS OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DAMAGE TO THE BUILDING ON WHICH THE COMPONENTS OF THE ROOF ARE SITUATED, DAMAGE TO THE CONTENTS THEREOF, LOSS OF USE OF THE BUILDING OR ANY COMPONENT PART THEREOF, OR DAMAGE TO ANY OTHER PROPERTY OR PERSONS.**

NO REPRESENTATIVE OF SIKA CORPORATION HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN.

This Warranty Is Effective From: 2/12/2016 through: 2/11/2046

Luz Adorno-Boria
Warranty Coordinator

2/8/2016

Date:

Brian J. Whelan
Executive Vice President

2/8/2016

Date:



30 Year Membrane Warranty

Warranty Serial No.: 0000023049-045216.1

SIKA CORPORATION ROOFING WARRANTY FOR COMMERCIAL BUILDING

Owner: U.S. Department of Energy
 Project Name: Fluor Federal Services-Paducah Deactivation Site
 Project Address: 5600 Hobbs Road
Kevil, KY 42053
 Applicator: Roofing Services & Solutions, 1054 Central Industrial Drive, Saint Louis, MO 63110 Telephone: (314) 771-3080

Building/Area Name: Building 331
 Used As: NUCLEAR INDUSTRY - POWER STATIONS Area Warranted: 525,000 sq. ft.

Sika Corporation ("Sika") warrants to the owner of the building described above ("Owner"), that subject to the terms, conditions, and limitations, including the limitations set forth in section 10 below, stated herein, Sika Corporation will supply replacement membrane for any defective Sarnafil Roofing Membrane installed according to Sika Corporation's Technical instructions by a Sika Corporation Authorized Roofing Applicator for a period of 30 (thirty) years.

TERMS, CONDITIONS, LIMITATIONS

- Owner shall notify Sika Corporation on the first business day immediately following the discovery of each leak in the roofing membrane and confirm in writing within one week. Should Owner determine that the leak event is directly due to a defect in the Sarnafil Roofing Membrane, Owner shall submit a representative sample of said membrane to Sika Corporation's Corporate Office.
- If on Sika Corporation's inspection of the membrane sample Sika Corporation determines that the leak is caused by a defect in the Roofing Membrane, Owner's remedies and Sika Corporation's liability shall be limited to providing replacement material for the defective Roofing Membrane.
- This warranty does not apply and may be null and void if any of the following occur:
 - The Roofing Membrane is damaged by a natural disaster including, but not limited to, earthquake, lightning, hail, wind, hurricane, or tornado, as defined by The National Weather Service, or other acts of God, or:
 - The Roofing Membrane is damaged by any act of negligence, accident, or misuse including, but not limited to, vandalism, falling objects, civil disobedience, or act of war, or:
 - A deficient pre-existing condition or equipment is causing water entry, or:
 - Metal work or other accessories or equipment is used in the Roofing and causes leaks, or:
 - There are any alterations or repairs made on or through the completed roof, or objects such as but not limited to fixtures, equipment, or structures are placed on or attached to the completed roof without first obtaining written authorization from Sika Corporation, or:
 - Failure by the Owner or his lessee to use reasonable care in maintaining the roof as described in the Owner's Guide provided with this warranty, including that of sealants and caulking, or:
 - Loss of integrity of the building envelope and, or structure including, but not limited to partial or complete loss of roof decking, wall siding, windows, doors or other envelope components or from roof damage by wind blown objects, or:
 - Condensation accumulates in the roof assembly due to incorrect design or due to a reduction in the vapor barrier effectiveness, or:
 - A significant change in the use of the building by the Owner or his lessee expected by Sika Corporation to effect the Roofing Membrane as originally installed, or:
 - The Roofing Membrane is damaged by contaminates and/or spills, or:
 - Deficient design or defective workmanship was applied to the Roofing Membrane such as membrane contact with incompatible materials and/or failure of membrane seams, or:
 - The Owner fails to comply with every term and condition stated herein.
- During the period of this warranty, Sika Corporation, its agents and employees, shall have free access to the roof during regular business hours.
- Should the Roofing Membrane be concealed, the cost of exposure of the Roofing Membrane for purposes of Sika Corporation's investigation and/or repair, such as removal and replacement of any paving or overburden, shall be the Owner's responsibility.
- Sika Corporation shall have no obligation under this warranty until all invoices for materials, installation, and services provided by Sika Corporation and the Sika Corporation Authorized Applicator have been paid for in full.
- Sika Corporation's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision.
- This warranty may be transferred to a subsequent Owner of the Building if approved in advance and in writing by Sika Corporation and the cost to process the transfer and to inspect and repair the Sika Corporation Roofing System, if necessary, such as but not limited to, removal and replacement of overburden, shall be the Owner's responsibility.
- The Owner and Sika Corporation hereby agree that any and all claims (contractual, statutory, common law or otherwise), disputes, or suits that in any way, directly or indirectly, arise out of or relate to this Warranty, or the alleged breach thereof, or to any contracts between the owner and Sika Corporation, or the alleged breach thereof, or to the design, manufacture, sale, distribution, installation, and/or inspection of the Sika Corporation Roofing System, shall first be submitted to non-binding mediation before a neutral mediator jointly selected by the parties or, in the absence of agreement, as designated by the American Arbitration Association. In the absence of resolution by mediation, all such claims shall be settled by arbitration by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules. Any such mediation and/or arbitration shall take place in Boston, Massachusetts. This Warranty, and any claims, disputes or suits between the parties hereto shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Massachusetts.
- THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. THE REMEDIES STATED HEREIN ARE EXCLUSIVE REMEDIES AND SIKA CORPORATION SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES INCLUDING THE PRESENCE OF MOLDS, FUNGI, BACTERIA, SPORES, MYCOTOXINS OR THE LIKE OR FURTHER LOSS OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DAMAGE TO THE BUILDING ON WHICH THE COMPONENTS OF THE ROOF ARE SITUATED, DAMAGE TO THE CONTENTS THEREOF, LOSS OF USE OF THE BUILDING OR ANY COMPONENT PART THEREOF, OR DAMAGE TO ANY OTHER PROPERTY OR PERSONS.**

NO REPRESENTATIVE OF SIKA CORPORATION HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN.

This Warranty Is Effective From: 2/12/2016 through: 2/11/2046


 Luz Adorno-Boria
 Warranty Coordinator

2/8/2016
 Date:


 Brian J. Whelan
 Executive Vice President

2/8/2016
 Date:

Warranty Track

- 1. Notice of Award (NOA) ✓
- 2. Acceptance of NOA (ANOA) ✓
- 3. Field Installation Report ✓
- 4. **Inspection for Warranty Report**
- 5. Warranty Invoice Payment
- 6. Warranty

ROOFING INSPECTION FOR WARRANTY REPORT



BUILDING TRUST



Project Name <small>(As it Appears on ANOA):</small> <u>Fluor Federal Services-Paducah Deactivation Site</u>		Date: <u>Friday, December 04, 2015</u>
Address: <u>5600 Hobbs Road</u>		Project No.: <u>0000022293</u>
City: <u>Paducah</u>	State: <u>KENTUCKY</u>	Region: <u>Midwest</u>

Applicator: Roofing Services & Solutions City/State: Saint Louis, Mo

Original Inspection?: Yes No – (Date of Previous Inspections) _____

System: 30 Year Warranty Sarnafil S327 Rhinobond White 80 Mil, 525,000 Sq. Ft.

Sikacoat Dry Mills Thickness (Note: 1 test per 3 squares): _____

General Punch List Items:

1) SOUTH EAST CORNER OF AREA W-5 HAS ALARM SYSTEM THAT CAN'T BE FLASHED PROPERLY SEALANT IS OWNER RESPONSIBILTY TO MAINTANE.

Sika Corporation Representative: Brandon Meade

Applicator Representative: Ronny Reed (270)210-2240

Accepted For Warranty:

- Yes - Warranty start date will be today's date.
- No - Re-inspection required – Major punch list items.
Make corrections then call for re-inspection - Phone No.: _____
- Yes - With minor punch list items – See below.
Sign below and return to Sika Corporation Regional Office when punch list is complete - Fax No.: _____

I CERTIFY THAT THE PUNCH LIST ITEMS SHOWN ABOVE HAVE BEEN CORRECTED AS REQUIRED BY SIKA SARNAFIL	
Date: _____	(this will be the warranty start date)
Name: _____	Signature: _____

** A per diem charge plus expenses may be charged whenever inspections subsequent to the original are required. **

IMPORTANT NOTE: Sika Corporation Technical Service Representatives provide instructions in the method of installation of Sika Corporation products, and inspection of the completed application to the extent that visual examination of exposed surfaces and probing of field seams are possible. The presence of a Sika Corporation Technical Representative on the job does not indicate Sika Corporation approval of the installation methods of products supplied by others and routine roofing practices.



2/8/2016

Joe Lauberth
Roofing Services & Solutions
1054 Central Industrial Drive
Saint Louis, MO 63110

Project Name: Fluor Federal Services-Paducah Deactivation Site
Address: 5600 Hobbs Road
Kevil, KY 42053

Warranty Number: 0000023049-045216.1
Roof Area(s): Building 331

Dear Joe Lauberth:

Enclosed is the original and a duplicate copy of the warranty for the above referenced facility. Please forward the Original Warranty, Owner's Guide, Maintenance Checklist, Caution Sign, Photovoltaic Installation/Warranty Continuation Policy (for non-vegetated systems only), and the Warranty Folder to the building owner and keep the duplicate for your records. Instruct the building owner to keep the original for their records.

If you have any questions, please do not hesitate to call me.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Luz Adorno-Boria".

Luz Adorno-Boria
Sika Corporation
Warranty Coordinator

Enclosures

30 Year Membrane Warranty

Warranty Serial No.: 0000023049-045216.1

SIKA CORPORATION ROOFING WARRANTY FOR COMMERCIAL BUILDING

Owner: U.S. Department of Energy
 Project Name: Fluor Federal Services-Paducah Deactivation Site
 Project Address: 5600 Hobbs Road
Kevil, KY 42053
 Applicator: Roofing Services & Solutions, 1054 Central Industrial Drive, Saint Louis, MO 63110 Telephone: (314) 771-3080

Building/Area Name: Building 331

Used As: NUCLEAR INDUSTRY - POWER STATIONS Area Warranted: 525,000 sq. ft.

Sika Corporation ("Sika") warrants to the owner of the building described above ("Owner"), that subject to the terms, conditions, and limitations, including the limitations set forth in section 10 below, stated herein, Sika Corporation will supply replacement membrane for any defective Sarnafil Roofing Membrane installed according to Sika Corporation's Technical instructions by a Sika Corporation Authorized Roofing Applicator for a period of 30 (thirty) years.

TERMS, CONDITIONS, LIMITATIONS

1. Owner shall notify Sika Corporation on the first business day immediately following the discovery of each leak in the roofing membrane and confirm in writing within one week. Should Owner determine that the leak event is directly due to a defect in the Sarnafil Roofing Membrane, Owner shall submit a representative sample of said membrane to Sika Corporation's Corporate Office.
2. If on Sika Corporation's inspection of the membrane sample Sika Corporation determines that the leak is caused by a defect in the Roofing Membrane, Owner's remedies and Sika Corporation's liability shall be limited to providing replacement material for the defective Roofing Membrane.
3. This warranty does not apply and may be null and void if any of the following occur:
 - (a) The Roofing Membrane is damaged by a natural disaster including, but not limited to, earthquake, lightning, hail, wind, hurricane, or tornado, as defined by The National Weather Service, or other acts of God, or:
 - (b) The Roofing Membrane is damaged by any act of negligence, accident, or misuse including, but not limited to, vandalism, falling objects, civil disobedience, or act of war, or:
 - (c) A deficient pre-existing condition or equipment is causing water entry, or:
 - (d) Metal work or other accessories or equipment is used in the Roofing and causes leaks, or:
 - (e) There are any alterations or repairs made on or through the completed roof, or objects such as but not limited to fixtures, equipment, or structures are placed on or attached to the completed roof without first obtaining written authorization from Sika Corporation, or:
 - (f) Failure by the Owner or his lessee to use reasonable care in maintaining the roof as described in the Owner's Guide provided with this warranty, including that of sealants and caulking, or:
 - (g) Loss of integrity of the building envelope and, or structure including, but not limited to partial or complete loss of roof decking, wall siding, windows, doors or other envelope components or from roof damage by wind blown objects, or:
 - (h) Condensation accumulates in the roof assembly due to incorrect design or due to a reduction in the vapor barrier effectiveness, or:
 - (i) A significant change in the use of the building by the Owner or his lessee expected by Sika Corporation to effect the Roofing Membrane as originally installed, or:
 - (j) The Roofing Membrane is damaged by contaminates and/or spills, or:
 - (k) Deficient design or defective workmanship was applied to the Roofing Membrane such as membrane contact with incompatible materials and/or failure of membrane seams, or:
 - (l) The Owner fails to comply with every term and condition stated herein.
4. During the period of this warranty, Sika Corporation, its agents and employees, shall have free access to the roof during regular business hours.
5. Should the Roofing Membrane be concealed, the cost of exposure of the Roofing Membrane for purposes of Sika Corporation's investigation and/or repair, such as removal and replacement of any paving or overburden, shall be the Owner's responsibility.
6. Sika Corporation shall have no obligation under this warranty until all invoices for materials, installation, and services provided by Sika Corporation and the Sika Corporation Authorized Applicator have been paid for in full.
7. Sika Corporation's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision.
8. This warranty may be transferred to a subsequent Owner of the Building if approved in advance and in writing by Sika Corporation and the cost to process the transfer and to inspect and repair the Sika Corporation Roofing System, if necessary, such as but not limited to, removal and replacement of overburden, shall be the Owner's responsibility.
9. The Owner and Sika Corporation hereby agree that any and all claims (contractual, statutory, common law or otherwise), disputes, or suits that in any way, directly or indirectly, arise out of or relate to this Warranty, or the alleged breach thereof, or to any contracts between the owner and Sika Corporation, or the alleged breach thereof, or to the design, manufacture, sale, distribution, installation, and/or inspection of the Sika Corporation Roofing System, shall first be submitted to non-binding mediation before a neutral mediator jointly selected by the parties or, in the absence of agreement, as designated by the American Arbitration Association. In the absence of resolution by mediation, all such claims shall be settled by arbitration by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules. Any such mediation and/or arbitration shall take place in Boston, Massachusetts. This Warranty, and any claims, disputes or suits between the parties hereto shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Massachusetts.
10. **THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. THE REMEDIES STATED HEREIN ARE EXCLUSIVE REMEDIES AND SIKA CORPORATION SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES INCLUDING THE PRESENCE OF MOLDS, FUNGI, BACTERIA, SPORES, MYCOTOXINS OR THE LIKE OR FURTHER LOSS OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DAMAGE TO THE BUILDING ON WHICH THE COMPONENTS OF THE ROOF ARE SITUATED, DAMAGE TO THE CONTENTS THEREOF, LOSS OF USE OF THE BUILDING OR ANY COMPONENT PART THEREOF, OR DAMAGE TO ANY OTHER PROPERTY OR PERSONS.**

NO REPRESENTATIVE OF SIKA CORPORATION HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN.

This Warranty Is Effective From: 2/12/2016 through: 2/11/2046



Luz Adorno-Boria
Warranty Coordinator

2/8/2016

Date:



Brian J. Whelan
Executive Vice President

2/8/2016

Date:



12/9/2015

Joe Lauberth
Roofing Services & Solutions
1054 Central Industrial Drive
Saint Louis, MO 63110

Project Name: Fluor Federal Services-Paducah Deactivation Site
Address: 5600 Hobbs Road
Kevil, KY 42053

Warranty Number: 0000023048-333515.2
Roof Area(s): Building 333

Dear Joe Lauberth:

Enclosed is the original and a duplicate copy of the warranty for the above referenced facility. Please forward the Original Warranty, Owner's Guide, Maintenance Checklist, Caution Sign, Photovoltaic Installation/Warranty Continuation Policy (for non-vegetated systems only), and the Warranty Folder to the building owner and keep the duplicate for your records. Instruct the building owner to keep the original for their records.

If you have any questions, please do not hesitate to call me.

Very truly yours,

Michelle Cavacas

Michelle Cavacas
Sika Corporation
Warranty Issuance Supervisor

Enclosures



30 Year Membrane Warranty

Warranty Serial No.: 0000023048-333515.2

SIKA CORPORATION ROOFING WARRANTY FOR COMMERCIAL BUILDING

Owner: U.S. Department of Energy
 Project Name: Fluor Federal Services-Paducah Deactivation Site
 Project Address: 5600 Hobbs Road
Kevil, KY 42053
 Applicator: Roofing Services & Solutions, 1054 Central Industrial Drive, Saint Louis, MO 63110 Telephone: (314) 771-3080

Building/Area Name: Building 333

Used As: NUCLEAR INDUSTRY - POWER STATIONS Area Warranted: 1,060,000 sq. ft.

Sika Corporation ("Sika") warrants to the owner of the building described above ("Owner"), that subject to the terms, conditions, and limitations, including the limitations set forth in section 10 below, stated herein, Sika Corporation will supply replacement membrane for any defective Sarnafil Roofing Membrane installed according to Sika Corporation's Technical instructions by a Sika Corporation Authorized Roofing Applicator for a period of 30 (thirty) years.

TERMS, CONDITIONS, LIMITATIONS

1. Owner shall notify Sika Corporation on the first business day immediately following the discovery of each leak in the roofing membrane and confirm in writing within one week. Should Owner determine that the leak event is directly due to a defect in the Sarnafil Roofing Membrane, Owner shall submit a representative sample of said membrane to Sika Corporation's Corporate Office.
2. If on Sika Corporation's inspection of the membrane sample Sika Corporation determines that the leak is caused by a defect in the Roofing Membrane, Owner's remedies and Sika Corporation's liability shall be limited to providing replacement material for the defective Roofing Membrane.
3. This warranty does not apply and may be null and void if any of the following occur:
 - (a) The Roofing Membrane is damaged by a natural disaster including, but not limited to, earthquake, lightning, hail, wind, hurricane, or tornado, as defined by The National Weather Service, or other acts of God, or:
 - (b) The Roofing Membrane is damaged by any act of negligence, accident, or misuse including, but not limited to, vandalism, falling objects, civil disobedience, or act of war, or:
 - (c) A deficient pre-existing condition or equipment is causing water entry, or:
 - (d) Metal work or other accessories or equipment is used in the Roofing and causes leaks, or:
 - (e) There are any alterations or repairs made on or through the completed roof, or objects such as but not limited to fixtures, equipment, or structures are placed on or attached to the completed roof without first obtaining written authorization from Sika Corporation, or:
 - (f) Failure by the Owner or his lessee to use reasonable care in maintaining the roof as described in the Owner's Guide provided with this warranty, including that of sealants and caulking, or:
 - (g) Loss of integrity of the building envelope and, or structure including, but not limited to partial or complete loss of roof decking, wall siding, windows, doors or other envelope components or from roof damage by wind blown objects, or:
 - (h) Condensation accumulates in the roof assembly due to incorrect design or due to a reduction in the vapor barrier effectiveness, or:
 - (i) A significant change in the use of the building by the Owner or his lessee expected by Sika Corporation to effect the Roofing Membrane as originally installed, or:
 - (j) The Roofing Membrane is damaged by contaminates and/or spills, or:
 - (k) Deficient design or defective workmanship was applied to the Roofing Membrane such as membrane contact with incompatible materials and/or failure of membrane seams, or:
 - (l) The Owner fails to comply with every term and condition stated herein.
4. During the period of this warranty, Sika Corporation, its agents and employees, shall have free access to the roof during regular business hours.
5. Should the Roofing Membrane be concealed, the cost of exposure of the Roofing Membrane for purposes of Sika Corporation's investigation and/or repair, such as removal and replacement of any paving or overburden, shall be the Owner's responsibility.
6. Sika Corporation shall have no obligation under this warranty until all invoices for materials, installation, and services provided by Sika Corporation and the Sika Corporation Authorized Applicator have been paid for in full.
7. Sika Corporation's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision.
8. This warranty may be transferred to a subsequent Owner of the Building if approved in advance and in writing by Sika Corporation and the cost to process the transfer and to inspect and repair the Sika Corporation Roofing System, if necessary, such as but not limited to, removal and replacement of overburden, shall be the Owner's responsibility.
9. The Owner and Sika Corporation hereby agree that any and all claims (contractual, statutory, common law or otherwise), disputes, or suits that in any way, directly or indirectly, arise out of or relate to this Warranty, or the alleged breach thereof, or to any contracts between the owner and Sika Corporation, or the alleged breach thereof, or to the design, manufacture, sale, distribution, installation, and/or inspection of the Sika Corporation Roofing System, shall first be submitted to non-binding mediation before a neutral mediator jointly selected by the parties or, in the absence of agreement, as designated by the American Arbitration Association. In the absence of resolution by mediation, all such claims shall be settled by arbitration by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules. Any such mediation and/or arbitration shall take place in Boston, Massachusetts. This Warranty, and any claims, disputes or suits between the parties hereto shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Massachusetts.
10. **THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. THE REMEDIES STATED HEREIN ARE EXCLUSIVE REMEDIES AND SIKA CORPORATION SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES INCLUDING THE PRESENCE OF MOLDS, FUNGI, BACTERIA, SPORES, MYCOTOXINS OR THE LIKE OR FURTHER LOSS OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DAMAGE TO THE BUILDING ON WHICH THE COMPONENTS OF THE ROOF ARE SITUATED, DAMAGE TO THE CONTENTS THEREOF, LOSS OF USE OF THE BUILDING OR ANY COMPONENT PART THEREOF, OR DAMAGE TO ANY OTHER PROPERTY OR PERSONS.**

NO REPRESENTATIVE OF SIKA CORPORATION HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN.

This Warranty Is Effective From: 1/1/2016 through: 12/31/2045

Michelle Cavacas

Michelle Cavacas
Warranty Issuance Supervisor

12/9/2015
Date:

Brian J. Whelan

Brian J. Whelan
Executive Vice President

12/9/2015
Date:



12/9/2015

Joe Lauberth
Roofing Services & Solutions
1054 Central Industrial Drive
Saint Louis, MO 63110

Project Name: Fluor Federal Services-Paducah Deactivation Site
Address: 5600 Hobbs Road
Paducah, KY 42001

Warranty Number: 0000022293-333315.2
Roof Area(s): Building 335

Dear Joe Lauberth:

Enclosed is the original and a duplicate copy of the warranty for the above referenced facility. Please forward the Original Warranty, Owner's Guide, Maintenance Checklist, Caution Sign, Photovoltaic Installation/Warranty Continuation Policy (for non-vegetated systems only), and the Warranty Folder to the building owner and keep the duplicate for your records. Instruct the building owner to keep the original for their records.

If you have any questions, please do not hesitate to call me.

Very truly yours,

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

Michelle Cavacas
Sika Corporation
Warranty Issuance Supervisor

Enclosures



30 Year Membrane Warranty

Warranty Serial No.: 0000022293-333315.2

SIKA CORPORATION ROOFING WARRANTY FOR COMMERCIAL BUILDING

Owner: U.S. Department of Energy
 Project Name: Fluor Federal Services-Paducah Deactivation Site
 Project Address: 5600 Hobbs Road
Paducah, KY 42001
 Applicator: Roofing Services & Solutions, 1054 Central Industrial Drive, Saint Louis, MO 63110 Telephone: (314) 771-3080

Building/Area Name: Building 335
 Used As: NUCLEAR INDUSTRY - POWER STATIONS Area Warranted: 519,000 sq. ft.

Sika Corporation ("Sika") warrants to the owner of the building described above ("Owner"), that subject to the terms, conditions, and limitations, including the limitations set forth in section 10 below, stated herein, Sika Corporation will supply replacement membrane for any defective Sarnafil Roofing Membrane installed according to Sika Corporation's Technical instructions by a Sika Corporation Authorized Roofing Applicator for a period of 30 (thirty) years.

TERMS, CONDITIONS, LIMITATIONS

1. Owner shall notify Sika Corporation on the first business day immediately following the discovery of each leak in the roofing membrane and confirm in writing within one week. Should Owner determine that the leak event is directly due to a defect in the Sarnafil Roofing Membrane, Owner shall submit a representative sample of said membrane to Sika Corporation's Corporate Office.
2. If on Sika Corporation's inspection of the membrane sample Sika Corporation determines that the leak is caused by a defect in the Roofing Membrane, Owner's remedies and Sika Corporation's liability shall be limited to providing replacement material for the defective Roofing Membrane.
3. This warranty does not apply and may be null and void if any of the following occur:
 - (a) The Roofing Membrane is damaged by a natural disaster including, but not limited to, earthquake, lightning, hail, wind, hurricane, or tornado, as defined by The National Weather Service, or other acts of God, or:
 - (b) The Roofing Membrane is damaged by any act of negligence, accident, or misuse including, but not limited to, vandalism, falling objects, civil disobedience, or act of war, or:
 - (c) A deficient pre-existing condition or equipment is causing water entry, or:
 - (d) Metal work or other accessories or equipment is used in the Roofing and causes leaks, or:
 - (e) There are any alterations or repairs made on or through the completed roof, or objects such as but not limited to fixtures, equipment, or structures are placed on or attached to the completed roof without first obtaining written authorization from Sika Corporation, or:
 - (f) Failure by the Owner or his lessee to use reasonable care in maintaining the roof as described in the Owner's Guide provided with this warranty, including that of sealants and caulking, or:
 - (g) Loss of integrity of the building envelope and, or structure including, but not limited to partial or complete loss of roof decking, wall siding, windows, doors or other envelope components or from roof damage by wind blown objects, or:
 - (h) Condensation accumulates in the roof assembly due to incorrect design or due to a reduction in the vapor barrier effectiveness, or:
 - (i) A significant change in the use of the building by the Owner or his lessee expected by Sika Corporation to effect the Roofing Membrane as originally installed, or:
 - (j) The Roofing Membrane is damaged by contaminates and/or spills, or:
 - (k) Deficient design or defective workmanship was applied to the Roofing Membrane such as membrane contact with incompatible materials and/or failure of membrane seams, or:
 - (l) The Owner fails to comply with every term and condition stated herein.
4. During the period of this warranty, Sika Corporation, its agents and employees, shall have free access to the roof during regular business hours.
5. Should the Roofing Membrane be concealed, the cost of exposure of the Roofing Membrane for purposes of Sika Corporation's investigation and/or repair, such as removal and replacement of any paving or overburden, shall be the Owner's responsibility.
6. Sika Corporation shall have no obligation under this warranty until all invoices for materials, installation, and services provided by Sika Corporation and the Sika Corporation Authorized Applicator have been paid for in full.
7. Sika Corporation's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision.
8. This warranty may be transferred to a subsequent Owner of the Building if approved in advance and in writing by Sika Corporation and the cost to process the transfer and to inspect and repair the Sika Corporation Roofing System, if necessary, such as but not limited to, removal and replacement of overburden, shall be the Owner's responsibility.
9. The Owner and Sika Corporation hereby agree that any and all claims (contractual, statutory, common law or otherwise), disputes, or suits that in any way, directly or indirectly, arise out of or relate to this Warranty, or the alleged breach thereof, or to any contracts between the owner and Sika Corporation, or the alleged breach thereof, or to the design, manufacture, sale, distribution, installation, and/or inspection of the Sika Corporation Roofing System, shall first be submitted to non-binding mediation before a neutral mediator jointly selected by the parties or, in the absence of agreement, as designated by the American Arbitration Association. In the absence of resolution by mediation, all such claims shall be settled by arbitration by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules. Any such mediation and/or arbitration shall take place in Boston, Massachusetts. This Warranty, and any claims, disputes or suits between the parties hereto shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Massachusetts.
10. **THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. THE REMEDIES STATED HEREIN ARE EXCLUSIVE REMEDIES AND SIKA CORPORATION SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES INCLUDING THE PRESENCE OF MOLDS, FUNGI, BACTERIA, SPORES, MYCOTOXINS OR THE LIKE OR FURTHER LOSS OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DAMAGE TO THE BUILDING ON WHICH THE COMPONENTS OF THE ROOF ARE SITUATED, DAMAGE TO THE CONTENTS THEREOF, LOSS OF USE OF THE BUILDING OR ANY COMPONENT PART THEREOF, OR DAMAGE TO ANY OTHER PROPERTY OR PERSONS.**

NO REPRESENTATIVE OF SIKA CORPORATION HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN.

This Warranty Is Effective From: 12/1/2015 through: 11/30/2045

Michelle Cavacas

12/9/2015

Michelle Cavacas
Warranty Issuance Supervisor

Date:

Brian J. Whelan

12/9/2015

Brian J. Whelan
Executive Vice President

Date:

30 Year Membrane Warranty

Warranty Serial No.: 0000021694-252415.1

SIKA CORPORATION ROOFING WARRANTY FOR COMMERCIAL BUILDING

Owner: U.S. Department of Energy
 Project Name: Fluor Federal Services, Inc-Paducah Deactivation Project
 Project Address: 5600 Hobbs Road
Paducah, KY 42001
 Applicator: Roofing Services & Solutions, 1054 Central Industrial Drive, Saint Louis, MO
63110 Telephone: (314) 771-3080

Building/Area Name: Process Building C-337

Used As: NUCLEAR INDUSTRY - POWER STATIONS Area Warranted: 1,073,000 sq. ft.

Sika Corporation ("Sika") warrants to the owner of the building described above ("Owner"), that subject to the terms, conditions, and limitations, including the limitations set forth in section 10 below, stated herein, Sika Corporation will supply replacement membrane for any defective Sarnafil Roofing Membrane installed according to Sika Corporation's Technical instructions by a Sika Corporation Authorized Roofing Applicator for a period of 30 (thirty) years.

TERMS, CONDITIONS, LIMITATIONS

1. Owner shall notify Sika Corporation on the first business day immediately following the discovery of each leak in the roofing membrane and confirm in writing within one week. Should Owner determine that the leak event is directly due to a defect in the Sarnafil Roofing Membrane, Owner shall submit a representative sample of said membrane to Sika Corporation's Corporate Office.
2. If on Sika Corporation's inspection of the membrane sample Sika Corporation determines that the leak is caused by a defect in the Roofing Membrane, Owner's remedies and Sika Corporation's liability shall be limited to providing replacement material for the defective Roofing Membrane.
3. This warranty does not apply and may be null and void if any of the following occur:
 - (a) The Roofing Membrane is damaged by a natural disaster including, but not limited to, earthquake, lightning, hail, wind, hurricane, or tornado, as defined by The National Weather Service, or other acts of God, or:
 - (b) The Roofing Membrane is damaged by any act of negligence, accident, or misuse including, but not limited to, vandalism, falling objects, civil disobedience, or act of war, or:
 - (c) A deficient pre-existing condition or equipment is causing water entry, or:
 - (d) Metal work or other accessories or equipment is used in the Roofing and causes leaks, or:
 - (e) There are any alterations or repairs made on or through the completed roof, or objects such as but not limited to fixtures, equipment, or structures are placed on or attached to the completed roof without first obtaining written authorization from Sika Corporation, or:
 - (f) Failure by the Owner or his lessee to use reasonable care in maintaining the roof as described in the Owner's Guide provided with this warranty, including that of sealants and caulking, or:
 - (g) Loss of integrity of the building envelope and, or structure including, but not limited to partial or complete loss of roof decking, wall siding, windows, doors or other envelope components or from roof damage by wind blown objects, or:
 - (h) Condensation accumulates in the roof assembly due to incorrect design or due to a reduction in the vapor barrier effectiveness, or:
 - (i) A significant change in the use of the building by the Owner or his lessee expected by Sika Corporation to effect the Roofing Membrane as originally installed, or:
 - (j) The Roofing Membrane is damaged by contaminates and/or spills, or:
 - (k) Deficient design or defective workmanship was applied to the Roofing Membrane such as membrane contact with incompatible materials and/or failure of membrane seams, or:
 - (l) The Owner fails to comply with every term and condition stated herein.
4. During the period of this warranty, Sika Corporation, its agents and employees, shall have free access to the roof during regular business hours.
5. Should the Roofing Membrane be concealed, the cost of exposure of the Roofing Membrane for purposes of Sika Corporation's investigation and/or repair, such as removal and replacement of any paving or overburden, shall be the Owner's responsibility.
6. Sika Corporation shall have no obligation under this warranty until all invoices for materials, installation, and services provided by Sika Corporation and the Sika Corporation Authorized Applicator have been paid for in full.
7. Sika Corporation's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision.
8. This warranty may be transferred to a subsequent Owner of the Building if approved in advance and in writing by Sika Corporation and the cost to process the transfer and to inspect and repair the Sika Corporation Roofing System, if necessary, such as but not limited to, removal and replacement of overburden, shall be the Owner's responsibility.
9. The Owner and Sika Corporation hereby agree that any and all claims (contractual, statutory, common law or otherwise), disputes, or suits that in any way, directly or indirectly, arise out of or relate to this Warranty, or the alleged breach thereof, or to any contracts between the owner and Sika Corporation, or the alleged breach thereof, or to the design, manufacture, sale, distribution, installation, and/or inspection of the Sika Corporation Roofing System, shall first be submitted to non-binding mediation before a neutral mediator jointly selected by the parties or, in the absence of agreement, as designated by the American Arbitration Association. In the absence of resolution by mediation, all such claims shall be settled by arbitration by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules. Any such mediation and/or arbitration shall take place in Boston, Massachusetts. This Warranty, and any claims, disputes or suits between the parties hereto shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Massachusetts.
10. **THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. THE REMEDIES STATED HEREIN ARE EXCLUSIVE REMEDIES AND SIKA CORPORATION SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES INCLUDING THE PRESENCE OF MOLDS, FUNGI, BACTERIA, SPORES, MYCOTOXINS OR THE LIKE OR FURTHER LOSS OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DAMAGE TO THE BUILDING ON WHICH THE COMPONENTS OF THE ROOF ARE SITUATED, DAMAGE TO THE CONTENTS THEREOF, LOSS OF USE OF THE BUILDING OR ANY COMPONENT PART THEREOF, OR DAMAGE TO ANY OTHER PROPERTY OR PERSONS.**

NO REPRESENTATIVE OF SIKA CORPORATION HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN.

This Warranty Is Effective From: 10/1/2015 through: 9/30/2045

Michelle Cavacas

9/25/2015

Michelle Cavacas
Warranty Issuance Supervisor

Date:

Brian J. Whelan

9/25/2015

Brian J. Whelan
Executive Vice President

Date:

issuance of the newly-installed Roofing System must be conducted prior to the installation of the PV System in satisfaction of the Pre-PV System Installation inspection requirement. This “final” inspection, however, will be conducted at Sika’s cost. In both cases, an inspection after the PV System is installed (\$500.00) must be conducted. Fees for inspections shall be payable in advance prior to the issuance or reinstatement of the Roofing Warranty, as the case may be. These inspections will be conducted by a Sika Technical Representative. Any repairs identified in these inspections must be completed at the owner’s expense by the original Sika Authorized Applicator who installed the roof assembly unless otherwise agreed to by Sika.

- The person or entity acting as the Solar Integrator for the PV Project, or in the absence of a Solar Integrator, the PV installer must execute a Solar Integrator Agreement, pursuant to which, among other things, the Solar Integrator/PV installer agrees to assume responsibility for damage to the Roofing System or leaks that have occurred as a result of, or during the PV installation, for a period of two (2) years from the completion of the PV System installation. The solar Integrator also shall agree in the Solar Integrator Agreement to indemnify and hold Sika harmless from and against any claims arising out of the PV System installation.
- The original installing Sika authorized roof applicator must perform all flashing work on all penetrations associated with the installation of the PV Systems and accessories unless specifically agreed to in writing by Sika.
- Sika reserves the right to view the installation of the PV System at the owner’s expense (\$500.00) during the installation process.
- Issuance or reinstatement of a Roofing Warranty will be at the commercially reasonable discretion of Sika and subject to payment of all fees and completion of all repairs to the Roofing System.

RECOMMENDATIONS

- It is strongly recommended that the Owner engages a Roof Integrated Solar Energy (RISE) Certified Solar Roofing Professional (CSRP) for integrating roof system and PV System.
- It is strongly recommended that the Solar Integrator/PV installer ensure with Owner’s architect or designer that the PV System does not affect the roof system’s fire resistance ratings, UL or other code approvals, insurance and other ratings.
- It is strongly recommended that the PV Installer ensure with the Owner’s architect or designer that the additional weight of a PV system can be accommodated by the building structure, taking into account all dead and live loads, including wind uplift.
- It is strongly recommended that the PV Installer ensure with the Owner’s architect or designer that the roof assembly be able to resist the installation construction traffic, the dead load, and the increase maintenance traffic.
- Additional Sarnatred or Sarnafil approved walkways should be installed around all combiner boxes and between the arrays and the roof’s entry/exit points or in areas of expected heavy foot traffic.

Sika Corporation Photovoltaic Installation/Warranty Policy

INTRODUCTION

Rooftops are an attractive platform for the installation of solar photovoltaic (PV) Systems (a “PV System”). Sika Corporation has for many years been an advocate of roof mounted PV Systems. When considering the installation of a PV System on your new or existing Sika roofing system (a “Roofing System”), it is important to remember that:

- a) The Roofing System’s function is first and foremost to protect the building from the elements
- b) A PV System installation imposes numerous additional loads on the Roofing System, both during the installation and throughout its service life
- c) The investment horizon for a typical PV System installation is quite lengthy. The remaining service life of the Roofing System should at least match that of the PV System.

The enclosed booklet “Successful Rooftop Photovoltaics: How to achieve a high quality, well maintained, compatible rooftop PV System”, prepared by the Center for Environmental Innovation in Roofing (CEIR), provides useful information and advice.

When considering whether to install a PV System on a new or existing Sika Roofing System, it also is important to take into account and understand the impact such an installation will have on the warranty issued by Sika on the existing Roofing System (the “Roofing Warranty”). A PV System, and the installation thereof, enhances the potential of leaks in the Roofing System due to significant rooftop traffic that occurs during the installation and throughout the Roofing System’s service life.

Accordingly, the Roofing Warranty for an existing Roofing System will be suspended during the installation of a PV System. With respect to a newly installed Roofing System, Sika will not consider issuing a Roofing Warranty for such Roofing system unless and until the installation of the PV System is completed. The Sika Photovoltaic Installation/Warranty Policy (the “PV Policy”) describes the requirements and conditions the must be satisfied in order for Sika to determine whether to reinstate or issue a Roofing Warranty after the installation of the PV System is completed, which determination is within the commercially reasonable discretion of Sika.

The following guidelines and requirements also help you realize the expected service life of your Sika Roofing System should you elect to proceed with the installation of a PV System.

SIKA CORPORATION • ROOFING

100 Dan Road • Canton, MA 02021

Tel: 781-828-5400 • Fax: 781-828-5365 • usa.sarnafil.sika.com

TECHNICAL REQUIREMENTS

With respect to any PV System installation, whether on a newly-installed or existing roofing System, in order for Sika to consider whether to issue or reinstate a Roofing Warranty, as the case may be, following the completion of the PV System installation, the Sika Roofing System must at least meet the following minimum technical requirements:

- **Sarnafil G410 or S327**
- **60 mil membrane thickness or greater**
- **An approved cover board (Dens Deck, Prime, Securock, High Density Isocyanurate Insulation) under the membrane**
- **Membrane must be no more than five (5) years old.**

Acceptable High Density Isocyanurate Insulation Boards:

1. Sarnatherm Roof Board-A
2. Sarnatherm Roof Board-H
3. Sarnatherm Roof Board-M

- All Penetrations are to be round in shape and be able to be flashed a minimum of eight inches (8”) above the finished roof level.
- Sika G410 or S327 slip sheets of a minimum 60 mil thickness must be used under the solar racking or mounting systems, each ballast pan, rail, or other component in contact with the roofing membrane.
- No Self Adhered, welded or other similar attachment methods of securing the PV System directly to the membrane will be allowed without Sika’s written Approval,
- The PV System must not impede drainage from the roof surface.
- The PV System shall not impede repairs of the roof membrane throughout the Roofing Systems service life.
 - Any PV components hindering leak investigations and/or warranty repairs are to be disconnected and removed at the building owner’s expense
 - The building owner will be responsible for mitigating any hazards (including but not limited to electrical) and insuring that areas to be investigated and/or repaired under warranty are safe

ACCEPTED RACKING SECUREMENT SYSTEMS

To the extent OMG Powergrip or U-Anchor anchoring component products (the “Anchoring Products”) are included as part or, or incorporated into, the PV System, Sika will consider issuing, reinstating, or continuing a Roofing Warranty only if Anchoring Products having a target patch made of Sika membrane are used and the Anchoring Products are installed by the Sika authorized applicator in strict conformance with all Sika’s installation guidelines and requirements and in accordance with the terms of this PV Policy.

Please be advised that Sika has not tested, and cannot comment upon the suitability, effectiveness, durability or other aspects of the Anchoring Products that may be installed or used in connection with a particular roofing/PV project or particular PV System. Also, Sika cannot, and therefore does not, predict any short- or long term impacts the installation of Anchoring Products and other components of a PV System may have upon the Sika Roofing

System, particularly after any installed Anchoring System or other attachment of or solar paneling systems are subjected to a thermal expansion and contraction, wind loads, shear forces and the like. Buy allowing U-Anchor or OMG Powergrip components to be installed on Sika Sarnafil Roofing Systems, Sika in no way intends to, nor does Sika, make any endorsement or either U-Anchor or OMG Powergrip products.

Sika disclaims any and all responsibility for any and all damages, leaks, defects or other problems or claims that may result, wither directly or indirectly, from any and all aspects of the use and installation of the Anchoring Products on, or in connection with, Sika Roofing Systems.

ROOFS NOT MEETING TECHNICAL REQUIREMENTS NOTED ABOVE

In the event that a new or existing Roofing System does not meet the technical requirements for the membrane and cover board specified above, Sika will consider issuing or reinstating a Roofing Warranty, as the case may be, if, in addition to the requirements set forth in this PV Policy, the following actions are implemented:

- A. Sarnafil G410-12 (48 mils), S327-12 (48 mils) or any Sikaplan membrane with an approved cover board:
 - All systems: mandatory Sarnatred around all combiner bozes and between roof entry/exit point and arrays.
 - For ballasted systems: minimum 72 mil protection layer of Sarnafil G410 or S327 under solar racking or mounting system, each ballast pan, rail or other system component in contact with the membrane.
- B) Any Membrane without an approved cover board installed under it:
 - All requirements listed under A) above
 - Owner to sign warranty limitation letter.
- C) Installation of PV systems on any membrane that is more than five (5) years old will void any existing warranty with respect to such membrane.

ADMINISTRATIVE REQUIREMENTS

The following steps must be followed and conditions met with respect to a PV System installation in order for Sika to consider issuing or reinstating a Roofing Warranty for the Sika roofing System on which the PV System will be installed:

- Sika must review the type of PV System to be used solely for the purposes of considering whether to issue reinstate the Roofing Warranty following the installation of the PV System. Installation details and roof plans outlining the layout will also be required. Please allow a minimum of three (3) weeks for review. Sika does not assume any responsibility or liability regarding the PV System or the design thereof by reviewing the system for purposes of determining whether to issue or reinstate a Roofing Warranty following the installation of the PV System.
- In the cae of an existing Sika Roofing System, an inspection of the Roofing System prior to the PV System installation (\$500.00) must be conducted. In the case of a newly-installed Roofing System, a technically acceptable “final” inspection for the warranty