

THE CITY OF WALTHAM
MASSACHUSETTS

PURCHASING DEPARTMENT

GENERATOR REPLACEMENT, PUMP STATION #2 AT 356 SECOND AVENUE

ADDENDUM NO. 3

August 21, 2012

CHANGES, CORRECTIONS AND CLARIFICATIONS

The attention of bidders submitting proposals for the above subject project is called to the following addendum to the specifications. The items set forth herein, whether of omission, addition, substitution or clarification are all to be included in and form a part of the proposal submitted.

THE NUMBER OF THIS ADDENDUM (NO. 3) MUST BE ENTERED IN THE SECTION 004113 - BID FORM – STIPULATED SUM

ITEM NO.: 1 ANSWERS TO POSED QUESTIONS

Q1. Specifications call for 30 day finish from award/ City has up to 90 days to award (Generator delivery is typically 6-8 weeks from order date)

A1. The completion date is expected to be 30 day from the receipt of the Generator.

Q2. Can the City confirm if the insulation material on the existing exhaust is asbestos and if so how is the City going to handle its removal?

A2. Once the contract is executed the City will test the insulation material and if it is asbestos the City will hire an independent contractor to have it abated.

Q3. What is the makeup of the roof, structure under roof materials?

A3. Please see the attached Roof information and warranty. Waterline was the GC and they used Roofing Products International.

Q4. What are the liquidate damages?

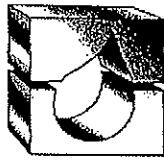
A4. The liquidated damages are assessed at \$500.00 per day for each day past the 30 days completion date following the receipt of the Generator.

A5. Can the existing exhaust system be used?

A5. It is the responsibility of the contractor to contact the generator supply company to obtain approval for the use the existing exhaust.

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End of Addendum 3



**WATERLINE
SERVICES LLC**

July 3, 2012

Mr. Stephen Richard
General Manager
Weston and Sampson CMR
5 Centennial Drive
Peabody, MA 01960

RE: Waltham, MA
Phase III Pump Station Improvements Project
Roof Warranties

Dear Mr. Richard:

Please find enclosed a Labor and Materials Warranty and a Membrane Warranty for the roof work recently completed for the above referenced project. These warranties are provide for the following lift stations:

47 Woerd Avenue
356 Second Avenue
1531 Trapelo Road, and
22 Spencer Street

Please have the appropriate City Official sign and date each form next to the "Building Owner or Designate Signature" location. Please have this done as soon as possible and return these forms to me so that I can return them to the roofing material supplier to process these warranties. If you have any questions, please do not hesitate to give me a call at 603-918-9241

Very truly yours

WATERLINE SERVICES LLC

Brendan B. O'Regan
Project Manager



57460 Dewitt Street • Elkhart, Indiana 46517-1078
 Phone (574) 293-9096 • Fax (574) 294-3450
 800-628-2957 • Web site: www.rpiroyaledge.com



ROYAL EDGE EPDM LABOR AND MATERIAL WARRANTY

Building Address: 47 WOERD AVENUE (PUMP STATION) WALTHAM, MA 02453

Building Owner: CITY OF WALTHAM ENGINEERING DEPARTMENT

Job Completion Date: _____ System Applied: Fully Adhered Mechanically Attached Ballasted

Mil Thickness: .045 .060 Labor Warranty Term: 5 yrs. 10 yrs. 15 yrs.

Subject to any terms and conditions contained herein, Roofing Products International, Inc. ("R.P.I.") warrants to the Building Owner ("Owner") that it will repair any leaks which occur during the warranty period due to a defect in:

- (1) any materials supplied by R.P.I. which are incorporated into the roofing system; and/or
- (2) the workmanship of the R.P.I. Registered Applicator.

R.P.I.'s duties and obligations under this warranty shall not extend beyond the specified warranty period. This warranty is further subject to conditions, exclusions and limitations stated below.

CONDITIONS EXCLUSIONS LIMITATIONS

1. The building owner must inform R.P.I. of any and all alterations or repairs to the roof system. All work must be performed by a registered R.P.I. contractor, referred by R.P.I., using only R.P.I. supplied materials. Any deviation will result in R.P.I. declaring this warranty null and void.
2. This warranty is not a guarantee that your roof will never leak. It is an agreement by R.P.I. to repair any leaks caused by defects in the materials supplied by R.P.I. and/or the workmanship of its registered applicator which occur during the warranty period.
NOTE: Materials for purposes of this warranty refers to any components supplied by R.P.I. with the exception of the *Royal Edge EPDM Membrane* itself which is covered by a separate warranty.
3. This warranty does not apply to defects in or deterioration of the *Royal Edge Membrane* itself. (See Limited Membrane Only Warranty.)
4. As a condition of this Warranty within thirty (30) days of the discovery of any leaks in the *Royal Edge Roofing System* the owner must notify R.P.I. in writing by certified mail return receipt requested at R.P.I.'s address listed above or any other address of which owner is notified by R.P.I. hereafter. By so notifying R.P.I. the owner authorizes R.P.I. or its designee to investigate the cause of the leak. If upon investigation R.P.I. determines that the leak is caused by a defect in the materials supplied or approved by R.P.I. or the workmanship of the registered applicator in installing the system, the owner's sole and exclusive remedy and R.P.I.'s liability shall be limited to the repair of the leak. Should the investigation reveal that the leak is caused by something other than the aforementioned causes, investigation and repair costs shall be paid by the owner. Failure by owner to pay for these costs shall render this warranty null and void.
NOTE: If a leak is determined by R.P.I. to be outside the scope of this warranty, R.P.I. shall advise the owner of the type and/or the extent of repairs required to be made at the owner's expense which, if the owner properly makes, will permit this warranty to remain in effect for the unexpired portion of its term. Failure by the owner to make these repairs in a reasonable manner within a reasonable time shall render this Warranty null and void.
5. R.P.I. shall have no obligation hereunder if the leaks or damages are caused by any of the following:
 - (a) Natural disasters or unusual natural phenomena including but not limited to lightning, winds exceeding 120 mph, hail, hurricanes, tornadoes, earthquakes, acts God, negligent accidents, misuse, fire, vandalism, wars, civil disobedience; defects in the underlying material or structure; moisture condensation; engineering or structural flaws in building design; ponding water; usage or spillage of substance not compatible with EPDM (i.e. petroleum based products) installation or construction of any machinery ducts, vents, or openings in the roofing system; and/or holes, punctures, and of material or lacerations due to shipping, installation or usage.
 - (b) Failure by the owner, lessee, or other users of the building to use reasonable care in maintaining the roof, said maintenance to include, without limitations, compliance with the *Royal Edge EPDM Rubber Roofing Care and Maintenance Procedures* outlined on the reverse of this warranty.
 - (c) Failure by the registered applicator to install the roofing system according to R.P.I.'s design specifications for installation.
 - (d) Failure of the owner to comply with every condition, exclusion or limitation herein.
6. R.P.I. shall have no obligation under this Warranty until all financial obligations owed to R.P.I., any R.P.I. agent, distributor, or representative, and/or the registered applicator have been met.
7. During the Warranty Period, R.P.I., its agents or employees shall have free access to the roof during regular business hours.
8. The failure of R.P.I. at any time to enforce any of the terms herein shall not constitute a waiver of its right to enforce any of the terms at any later time.
9. R.P.I. is the sole judge of any defect in the materials it supplies or approves and/or any defect in the workmanship of its registered applicator.
10. R.P.I. has no responsibility for any matter related to the design, engineering, or condition of the building owner's existing roof and/or roof deck or the compatibility or adaptability of its product to the owner's roof and/or roof deck. The utilization of an R.P.I. *Royal Edge EPDM Roofing System* and its adaptability to the building shall be the sole determination of the owner, and/or owner's designee, and not R.P.I., or any R.P.I. agent, representative or distributor.
11. If the *Royal Edge Membrane* and/or roofing system are not installed according to R.P.I.'s design specification R.P.I.'s obligations under this warranty will be nullified.
12. This warranty is made for the exclusive benefit of the building owner and cannot be assigned.

R.P.I. DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION WHICH IT HAS NOT SUPPLIED OR APPROVED. R.P.I. SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION OR PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT SUPPLIED BY R.P.I.

THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR THING OR OF MERCHANTABILITY. THIS LIMITED WARRANTY SHALL BE THE OWNERS SOLE AND EXCLUSIVE REMEDY AGAINST R.P.I. AND R.P.I. SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS OR THE ROOF DECK.

THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN A WRITING SIGNED BY THE PRESIDENT OF R.P.I. OR A PERSON TO WHOM AUTHORITY HAS BEEN DELEGATED IN WRITING. NO R.P.I. AGENT, DISTRIBUTOR, OR REPRESENTATIVE, NOR ANY INSTALLER/APPLICATOR HAS AUTHORITY TO BIND R.P.I. WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

Building Owner or Designate Signature: [Signature] Date: 20 July 12
 Owner or Designate agrees to terms and conditions of warranty only. Signature required to initiate warranty (see reverse for mailing address).

ROOFING PRODUCTS INTERNATIONAL, INC.

By: _____

Title: President

Warranty Number: LW 4064-NH 155

Date: JUNE 21, 2012

Applicator: WATERLINE INDUSTRIES



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 Phone (574) 293-9096 • Fax (574) 294-3450
 800-628-2957 • Web site: www.rpiroyaledge.com



ROYAL EDGE EPDM LIMITED MEMBRANE ONLY WARRANTY

Building Address: 47 WOERD AVENUE (PUMP STATION) WALTHAM, MA 02453
Street City State Zip

Building Owner: CITY OF WALTHAM ENGINEERING DEPARTMENT Square Feet: 400

Job Completion Date: _____ System Applied: Fully Adhered Mechanically Attached Ballasted

Mil Thickness: .045 .060 Warranty Term: 10 yrs. 20 yrs. 30 yrs. 40 yrs.

Subject to any terms and conditions contained herein, Roofing Products International Inc. ("RPI") warrants to the Building Owner (Owner) that:

- (1) the Royal Edge EPDM Membrane ("Membrane") sold as "First Grade" will be free from any manufacturing defects at the time of installation; and
- (2) the Membrane itself will not deteriorate to the point of failure during the warranty period as a result of ordinary exposure to the elements or any manufacturing defect if installed according to R.P.I.'s design specifications and maintained according to the Royal Edge EPDM Membrane Rubber Roofing Care and Maintenance Procedures set forth on the reverse side of this Warranty.

If upon inspection by R.P.I.: (1) the Royal Edge EPDM Membrane evidences manufacturing defects at the time of installation, R.P.I.'s liability and owner's remedies are limited at R.P.I.'s option to the repair and/or replacement of the defective Membrane; (2) the Royal Edge EPDM Membrane proves to have deteriorated to the point of failure within the warranty period as a result of ordinary exposure to the elements or any manufacturing defect R.P.I.'s liability and owner's remedies are limited, at R.P.I.'s option, to R.P.I.'s providing repair material for the original Membrane to be applied towards the purchase of a new Membrane. The value of these remedies will be determined solely by R.P.I.

CONDITIONS EXCLUSIONS LIMITATIONS

1. As a condition to this warranty within thirty (30) days of the discovery of any defects in or deterioration of the membrane the owner must notify R.P.I. in writing by certified mail return receipt requested at R.P.I.'s address listed above or any other address of which owner is notified hereafter. By so notifying R.P.I. the owner authorizes R.P.I. or its designee to investigate the cause of the leak. If upon investigation, R.P.I. determines that the leak is caused by a defect in and/or deterioration to the point of failure of the membrane the owner's sole and exclusive remedy and R.P.I.'s liability shall be limited as set forth in paragraph 2 herein above. Should the investigation reveal that the leak is caused by something other than the aforementioned causes investigation and repair costs shall be paid by the owner. Failure by owner to pay for these costs shall render this warranty null and void.
NOTE: If the leak is determined by R.P.I. to be outside the scope of this warranty, R.P.I. shall advise the owner of the type and/or the extent of repairs required to be made at the owners expense which if the owner properly makes will permit this warranty to remain in effect for the unexpired portion of its term. Failure by the owner to make these repairs in a reasonable manner within a reasonable time shall render this warranty null and void.
2. This warranty applies to the Royal Edge Membrane only. It does not cover defects in and/or deterioration of any and all other materials which make up the roofing system including but not limited to bonding adhesives, splicing adhesives, seam tape, primer/wash, lap caulk, pourable sealer, water cut off mastic, termination bars, fasteners, uncured flashing membrane, prefabricated pipe boots, walk way pads, prefabricated drain sleeves, one-way moisture vents, balton bars, membrane cleaner, insulation, and insulation fasteners and/or any failure associated with those materials.
3. R.P.I. shall have no obligation under this Warranty until all financial obligations owed to R.P.I., any R.P.I. agent, distributor, representative and/or the installer/appliator have been met.
4. R.P.I. shall have no obligation hereunder if any defect or deterioration of the membrane is caused by any of the following:
 - (a) Natural disasters or unusual natural phenomena including but not limited to lightning, gales, hail, hurricanes, tornadoes, earthquakes, acts of God, negligent accidents, misuse, fire, vandalism, wars, civil disobedience; defects in the underlying material or structure; moisture condensation; engineering or structural flaws in building design; usage or spillage of material or substance not compatible with EPDM (i.e. petroleum based products); installation or construction of any machinery ducts vents or openings on the roofing system; and/or holes, punctures, and lacerations due to shipping, installation, or usage.
 - (b) Failure by the owner lessee or other user of the building to use reasonable care in maintaining the roof said maintenance to include without limitation compliance with the Royal Edge EPDM Membrane Rubber Roofing Care and Maintenance Procedures outlined on the reverse of this warranty.
 - (c) Failure by the installer/appliator to install the roofing system according to R.P.I.'s design specifications for installation.
 - (d) Failure of the owner to comply with every condition, exclusion or limitation herein.
5. During the warranty period R.P.I., its agents and/or employees shall have free access to the roof during regular business hours.
6. The failure of R.P.I. at any time to enforce any of the terms herein shall not constitute a waiver of its right to enforce any of the terms at any later time.
7. R.P.I. has no responsibility for any matter related to the design, engineering or condition of the Building Owner's existing roof and/or roof deck or the compatibility or adaptability of its Royal Edge Roofing Membrane to the owner's roof or roof deck. The utilization of an R.P.I. Royal Edge EPDM Roofing Membrane and its adaptability to the owner's building shall be the sole determination of the owner and/or owners designee and not R.P.I. or any R.P.I. agent, representative, or distributor.
8. If the Royal Edge Membrane and/or roofing system are not installed according to R.P.I.'s design specifications, R.P.I.'s obligations under this warranty will be nullified.
9. R.P.I. is the sole judge of any defect in its products and the sole determiner of which option (i.e. repair, replacement, or credit) if any is warranted in a given situation.
10. In no event shall R.P.I.'s duties and obligations under this warranty exceed or extend beyond specified warranty period.
11. This warranty is made for the exclusive benefit of the building owner named above and cannot be assigned.

R.P.I. DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION WHICH IT HAS NOT SUPPLIED. R.P.I. SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION OR PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT SUPPLIED BY R.P.I. THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN OR ORAL EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR THING OR OF MERCHANTABILITY. THIS LIMITED WARRANTY SHALL BE THE OWNERS SOLE AND EXCLUSIVE REMEDY AGAINST R.P.I. AND R.P.I. SHALL NOT BE LIABLE FOR ANY INCIDENTAL CONSEQUENTIAL SPECIAL OR OTHER DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS OR THE ROOF DECK.

THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN A WRITING, SIGNED BY THE PRESIDENT OF R.P.I. OR A PERSON TO WHOM AUTHORITY HAS BEEN DELEGATED IN WRITING. NO R.P.I. AGENT, DISTRIBUTOR, OR REPRESENTATIVE, NOR ANY INSTALLER/APPLICATOR HAS AUTHORITY TO BIND R.P.I. WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

Building Owner or Designate Signature: Stephen A. Casazza Date: 2/25/12
Owner or Designate signature required to initiate warranty. (see reverse for mailing address).

ROOFING PRODUCTS INTERNATIONAL, INC.

By: _____ Applicator: WATERLINE INDUSTRIES
 Title: President LW: 4064-NH 155 Date: JUNE 21, 2012



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ROYAL EDGE EPDM LABOR AND MATERIAL WARRANTY

Building Address: 356 SECOND AVENUE (PUMP STATION) WALTHAM, MA 02451

Building Owner: CITY OF WALTHAM ENGINEERING DEPARTMENT

Job Completion Date: _____ System Applied: Fully Adhered Mechanically Attached Ballasted

Mil Thickness: .045 .060 Labor Warranty Term: 5 yrs. 10 yrs. 15 yrs.

Subject to any terms and conditions contained herein, Roofing Products International, Inc. ("R.P.I.") warrants to the Building Owner ("Owner") that it will repair any leaks which occur during the warranty period due to a defect in:

- (1) any materials supplied by R.P.I. which are incorporated into the roofing system;
and/or
- (2) the workmanship of the R.P.I. Registered Applicator.

R.P.I.'s duties and obligations under this warranty shall not extend beyond the specified warranty period. This warranty is further subject to conditions, exclusions and limitations stated below.

CONDITIONS EXCLUSIONS LIMITATIONS

1. The building owner must inform R.P.I. of any and all alterations or repairs to the roof system. All work must be performed by a registered R.P.I. contractor, referred by R.P.I., using only R.P.I. supplied materials. Any deviation will result in R.P.I. declaring this warranty null and void.
2. This warranty is not a guarantee that your roof will never leak. It is an agreement by R.P.I. to repair any leaks caused by defects in the materials supplied by R.P.I. and/or the workmanship of its registered applicator which occur during the warranty period.
NOTE: Materials for purposes of this warranty refers to any components supplied by R.P.I. with the exception of the Royal Edge EPDM Membrane itself which is covered by a separate warranty.
3. This warranty does not apply to defects in or deterioration of the Royal Edge Membrane itself. (See Limited Membrane Only Warranty.)
4. As a condition of this Warranty within thirty (30) days of the discovery of any leaks in the Royal Edge Roofing System the owner must notify R.P.I. in writing by certified mail return receipt requested at R.P.I.'s address listed above or any other address of which owner is notified by R.P.I. hereafter. By so notifying R.P.I. the owner authorizes R.P.I. or its designee to investigate the cause of the leak. If upon investigation R.P.I. determines that the leak is caused by a defect in the materials supplied or approved by R.P.I. or the workmanship of the registered applicator in installing the system, the owner's sole and exclusive remedy and R.P.I.'s liability shall be limited to the repair of the leak. Should the investigation reveal that the leak is caused by something other than the aforementioned causes, investigation and repair costs shall be paid by the owner. Failure by owner to pay for these costs shall render this warranty null and void.
NOTE: If a leak is determined by R.P.I. to be outside the scope of this warranty, R.P.I. shall advise the owner of the type and/or the extent of repairs required to be made at the owner's expense which, if the owner properly makes, will permit this warranty to remain in effect for the unexpired portion of its term. Failure by the owner to make these repairs in a reasonable manner within a reasonable time shall render this Warranty null and void.
5. R.P.I. shall have no obligation hereunder if the leaks or damages are caused by any of the following:
 - (a) Natural disasters or unusual natural phenomena including but not limited to lightning, winds exceeding 120 mph, hail, hurricanes, tornadoes, earthquakes, acts God, negligent accidents, misuse, fire, vandalism, wars, civil disobedience; defects in the underlying material or structure; moisture condensation; engineering or structural flaws in building design; ponding water; usage or spillage substance not compatible with EPDM (i.e. petroleum based products) installation or construction of any machinery ducts, vents, or openings in the roofing system; and/or holes, punctures, and of material or lacerations due to shipping, installation or usage.
 - (b) Failure by the owner, lessee, or other users of the building to use reasonable care in maintaining the roof, said maintenance to include, without limitations, compliance with the Royal Edge EPDM Rubber Roofing Care and Maintenance Procedures outlined on the reverse of this warranty.
 - (c) Failure by the registered applicator to install the roofing system according to R.P.I.'s design specifications for installation.
 - (d) Failure of the owner to comply with every condition, exclusion or limitation herein.
6. R.P.I. shall have no obligation under this Warranty until all financial obligations owed to R.P.I., any R.P.I. agent, distributor, or representative, and/or the registered applicator have been met.
7. During the Warranty Period, R.P.I., its agents or employees shall have free access to the roof during regular business hours.
8. The failure of R.P.I. at any time to enforce any of the terms herein shall not constitute a waiver of its right to enforce any of the terms at any later time.
9. R.P.I. is the sole judge of any defect in the materials it supplies or approves and/or any defect in the workmanship of its registered applicator.
10. R.P.I. has no responsibility for any matter related to the design, engineering, or condition of the building owner's existing roof and/or roof deck or the compatibility or adaptability of its product to the owner's roof and/or roof deck. The utilization of an R.P.I. Royal Edge EPDM Roofing System and its adaptability to the building shall be the sole determination of the owner, and/or owner's designee, and not R.P.I., or any R.P.I. agent, representative or distributor.
11. If the Royal Edge Membrane and/or roofing system are not installed according to R.P.I.'s design specification R.P.I.'s obligations under this warranty will be nullified.
12. This warranty is made for the exclusive benefit of the building owner and cannot be assigned.

R.P.I. DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION WHICH IT HAS NOT SUPPLIED OR APPROVED. R.P.I. SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION OR PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT SUPPLIED BY R.P.I.

THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR THING OR OF MERCHANTABILITY. THIS LIMITED WARRANTY SHALL BE THE OWNERS SOLE AND EXCLUSIVE REMEDY AGAINST R.P.I. AND R.P.I. SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS OR THE ROOF DECK.

THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN A WRITING SIGNED BY THE PRESIDENT OF R.P.I. OR A PERSON TO WHOM AUTHORITY HAS BEEN DELEGATED IN WRITING. NO R.P.I. AGENT, DISTRIBUTOR, OR REPRESENTATIVE, NOR ANY INSTALLER/APPLICATOR HAS AUTHORITY TO BIND R.P.I. WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

Building Owner or Designate Signature: Stephen A. Casazza Date: 20 July 12
 Owner or Designate agrees to terms and conditions of warranty only. Signature required to initiate warranty (see reverse for mailing address).

ROOFING PRODUCTS INTERNATIONAL, INC.

By: _____

Title: President

Warranty Number: LW 4065-NH 155

Date: JUNE 21, 2012

Applicator: WATERLINE INDUSTRIES



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ROYAL EDGE EPDM LIMITED MEMBRANE ONLY WARRANTY

Building Address: 356 SECOND AVENUE (PUMP STATION) WALTHAM, MA 02451
Street City State Zip

Building Owner: CITY OF WALTHAM ENGINEERING DEPARTMENT Square Feet: 1,300

Job Completion Date: _____ System Applied: Fully Adhered Mechanically Attached Ballasted

Mil Thickness: .045 .060 Warranty Term: 10 yrs. 20 yrs. 30 yrs. 40 yrs.

Subject to any terms and conditions contained herein, Roofing Products International Inc. ("RPI") warrants to the Building Owner (Owner) that:

- (1) the *Royal Edge* EPDM Membrane ("Membrane") sold as "First Grade" will be free from any manufacturing defects at the time of installation; and
- (2) the Membrane itself will not deteriorate to the point of failure during the warranty period as a result of ordinary exposure to the elements or any manufacturing defect if installed according to R.P.I.'s design specifications and maintained according to the *Royal Edge* EPDM Membrane Rubber Roofing Care and Maintenance Procedures set forth on the reverse side of this Warranty.

If upon inspection by R.P.I.: (1) the *Royal Edge* EPDM Membrane evidences manufacturing defects at the time of installation, R.P.I.'s liability and owner's remedies are limited at R.P.I.'s option to the repair and/or replacement of the defective Membrane; (2) the *Royal Edge* EPDM Membrane proves to have deteriorated to the point of failure within the warranty period as a result of ordinary exposure to the elements or any manufacturing defect R.P.I.'s liability and owner's remedies are limited, at R.P.I.'s option, to R.P.I.'s providing repair material for the original Membrane to be applied towards the purchase of a new Membrane. The value of these remedies will be determined solely by R.P.I.

CONDITIONS EXCLUSIONS LIMITATIONS

1. As a condition to this warranty within thirty (30) days of the discovery of any defects in or deterioration of the membrane the owner must notify R.P.I. in writing by certified mail return receipt requested at R.P.I.'s address listed above or any other address of which owner is notified hereafter. By so notifying R.P.I. the owner authorizes R.P.I. or its designee to investigate the cause of the leak. If upon investigation, R.P.I. determines that the leak is caused by a defect in and/or deterioration to the point of failure of the membrane the owner's sole and exclusive remedy and R.P.I.'s liability shall be limited as set forth in paragraph 2 herein above. Should the investigation reveal that the leak is caused by something other than the aforementioned causes *investigation and repair* costs shall be paid by the owner. Failure by owner to pay for these costs shall render this warranty null and void.
NOTE: If the leak is determined by R.P.I. to be outside the scope of this warranty, R.P.I. shall advise the owner of the type and/or the extent of repairs required to be made at the owners expense which if the owner properly makes will permit this warranty to remain in effect for the unexpired portion of its term. Failure by the owner to make these repairs in a reasonable manner within a reasonable time shall render this warranty null and void.
2. This warranty applies to the *Royal Edge* Membrane only. It does not cover defects in and/or deterioration of any and all other materials which make up the roofing system including but not limited to bonding adhesives, splicing adhesives, seam tape, primer/wash, lap caulk, pourable sealer, water cut off mastic, termination bars, fasteners, uncured flashing membrane, prefabricated pipe boots, walk way pads, prefabricated drain sleeves, one-way moisture vents, batten bars, membrane cleaner, insulation, and insulation fasteners and/or any failure associated with those materials.
3. R.P.I. shall have no obligation under this Warranty until all financial obligations owed to R.P.I., any R.P.I. agent, distributor, representative and/or the installer/appliator have been met.
4. R.P.I. shall have no obligation hereunder if any defect or deterioration of the membrane is caused by any of the following:
 - (a) Natural disasters or unusual natural phenomena including but not limited to lightning, gales, hail, hurricanes, tornadoes, earthquakes, acts of God, negligent accidents, misuse, fire, vandalism, wars, civil disobedience; defects in the underlying material or structure; moisture condensation; engineering or structural flaws in building design; usage or spillage of material or substance not compatible with EPDM (i.e. petroleum based products); installation or construction of any machinery ducts vents or openings on the roofing system; and/or holes, punctures, and lacerations due to shipping, installation, or usage.
 - (b) Failure by the owner lessee or other user of the building to use reasonable care in maintaining the roof said maintenance to include without limitation compliance with the *Royal Edge* EPDM Membrane Rubber Roofing Care and Maintenance Procedures outlined on the reverse of this warranty.
 - (c) Failure by the installer/appliator to install the roofing system according to R.P.I.'s design specifications for installation.
 - (d) Failure of the owner to comply with every condition, exclusion or limitation herein.
5. During the warranty period R.P.I., its agents and/or employees shall have free access to the roof during regular business hours.
6. The failure of R.P.I. at any time to enforce any of the terms herein shall not constitute a waiver of its right to enforce any of the terms at any later time.
7. R.P.I. has no responsibility for any matter related to the design, engineering or condition of the Building Owner's existing roof and/or roof deck or the compatibility or adaptability of its *Royal Edge* Roofing Membrane to the owner's roof or roof deck. The utilization of an R.P.I. *Royal Edge* EPDM Roofing Membrane and its adaptability to the owner's building shall be the sole determination of the owner and/or owners designee and not R.P.I. or any R.P.I. agent, representative, or distributor.
8. If the *Royal Edge* Membrane and/or roofing system are not installed according to R.P.I.'s design specifications, R.P.I.'s obligations under this warranty will be nullified.
9. R.P.I. is the sole judge of any defect in its products and the sole determiner of which option (i.e. repair, replacement, or credit) if any is warranted in a given situation.
10. In no event shall R.P.I.'s duties and obligations under this warranty exceed or extend beyond specified warranty period.
11. This warranty is made for the exclusive benefit of the building owner named above and cannot be assigned.

R.P.I. DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION WHICH IT HAS NOT SUPPLIED. R.P.I. SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION OR PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT SUPPLIED BY R.P.I. THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN OR ORAL EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR THING OR OF MERCHANTABILITY. THIS LIMITED WARRANTY SHALL BE THE OWNERS SOLE AND EXCLUSIVE REMEDY AGAINST R.P.I. AND R.P.I. SHALL NOT BE LIABLE FOR ANY INCIDENTAL CONSEQUENTIAL SPECIAL OR OTHER DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS OR THE ROOF DECK.

THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN A WRITING, SIGNED BY THE PRESIDENT OF R.P.I. OR A PERSON TO WHOM AUTHORITY HAS BEEN DELEGATED IN WRITING. NO R.P.I. AGENT, DISTRIBUTOR, OR REPRESENTATIVE, NOR ANY INSTALLER/APPLICATOR HAS AUTHORITY TO BIND R.P.I. WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

Building Owner or Designate Signature: Stephen A. Casazza Date: 20 July 12
 Owner or Designate signature required to initiate warranty. (see reverse for mailing address).

ROOFING PRODUCTS INTERNATIONAL, INC.

By: _____ Applicator: WATERLINE INDUSTRIES

Title: President LW: 4065-NH 155 Date: JUNE 21, 2012



57460 Dewitt Street • Elkhart, Indiana 46517-1078
 Phone (574) 293-9096 • Fax (574) 294-3450
 800-628-2957 • Web site: www.rpiroyaledge.com



ROYAL EDGE EPDM LABOR AND MATERIAL WARRANTY

Building Address: 1531 TRAPELO ROAD (PUMP STATION) WALTHAM, MA 02451

Building Owner: CITY OF WALTHAM ENGINEERING DEPARTMENT

Job Completion Date: _____ System Applied: Fully Adhered Mechanically Attached Ballasted

Mil Thickness: .045 .060 Labor Warranty Term: 5 yrs. 10 yrs. 15 yrs.

Subject to any terms and conditions contained herein, Roofing Products International, Inc. ("R.P.I.") warrants to the Building Owner ("Owner") that it will repair any leaks which occur during the warranty period due to a defect in:

- (1) any materials supplied by R.P.I. which are incorporated into the roofing system; and/or
- (2) the workmanship of the R.P.I. Registered Applicator.

R.P.I.'s duties and obligations under this warranty shall not extend beyond the specified warranty period. This warranty is further subject to conditions, exclusions and limitations stated below.

CONDITIONS EXCLUSIONS LIMITATIONS

1. The building owner must inform R.P.I. of any and all alterations or repairs to the roof system. All work must be performed by a registered R.P.I. contractor, referred by R.P.I., using only R.P.I. supplied materials. Any deviation will result in R.P.I. declaring this warranty null and void.
2. This warranty is not a guarantee that your roof will never leak. It is an agreement by R.P.I. to repair any leaks caused by defects in the materials supplied by R.P.I. and/or the workmanship of its registered applicator which occur during the warranty period.
 NOTE: Materials for purposes of this warranty refers to any components supplied by R.P.I. with the exception of the Royal Edge EPDM Membrane itself which is covered by a separate warranty.
3. This warranty does not apply to defects in or deterioration of the Royal Edge Membrane itself. (See Limited Membrane Only Warranty.)
4. As a condition of this Warranty within thirty (30) days of the discovery of any leaks in the Royal Edge Roofing System the owner must notify R.P.I. in writing by certified mail return receipt requested at R.P.I.'s address listed above or any other address of which owner is notified by R.P.I. hereafter. By so notifying R.P.I. the owner authorizes R.P.I. or its designee to investigate the cause of the leak. If upon investigation R.P.I. determines that the leak is caused by a defect in the materials supplied or approved by R.P.I. or the workmanship of the registered applicator in installing the system, the owner's sole and exclusive remedy and R.P.I.'s liability shall be limited to the repair of the leak. Should the investigation reveal that the leak is caused by something other than the aforementioned causes, investigation and repair costs shall be paid by the owner. Failure by owner to pay for these costs shall render this warranty null and void.
 NOTE: If a leak is determined by R.P.I. to be outside the scope of this warranty, R.P.I. shall advise the owner of the type and/or the extent of repairs required to be made at the owner's expense which, if the owner properly makes, will permit this warranty to remain in effect for the unexpired portion of its term. Failure by the owner to make these repairs in a reasonable manner within a reasonable time shall render this Warranty null and void.
5. R.P.I. shall have no obligation hereunder if the leaks or damages are caused by any of the following:
 - (a) Natural disasters or unusual natural phenomena including but not limited to lightning, winds exceeding 120 mph, hail, hurricanes, tornadoes, earthquakes, acts God, negligent accidents, misuse, fire, vandalism, wars, civil disobedience; defects in the underlying material or structure; moisture condensation; engineering or structural flaws in building design; ponding water; usage or spillage substance not compatible with EPDM (i.e. petroleum based products) installation or construction of any machinery ducts, vents, or openings in the roofing system; and/or holes, punctures, and of material or lacerations due to shipping, installation or usage.
 - (b) Failure by the owner, lessee, or other users of the building to use reasonable care in maintaining the roof, said maintenance to include, without limitations, compliance with the Royal Edge EPDM Rubber Roofing Care and Maintenance Procedures outlined on the reverse of this warranty.
 - (c) Failure by the registered applicator to install the roofing system according to R.P.I.'s design specifications for installation.
 - (d) Failure of the owner to comply with every condition, exclusion or limitation herein.
6. R.P.I. shall have no obligation under this Warranty until all financial obligations owed to R.P.I., any R.P.I. agent, distributor, or representative, and/or the registered applicator have been met.
7. During the Warranty Period, R.P.I., its agents or employees shall have free access to the roof during regular business hours.
8. The failure of R.P.I. at any time to enforce any of the terms herein shall not constitute a waiver of its right to enforce any of the terms at any later time.
9. R.P.I. is the sole judge of any defect in the materials it supplies or approves and/or any defect in the workmanship of its registered applicator.
10. R.P.I. has no responsibility for any matter related to the design, engineering, or condition of the building owner's existing roof and/or roof deck or the compatibility or adaptability of its product to the owner's roof and/or roof deck. The utilization of an R.P.I. Royal Edge EPDM Roofing System and its adaptability to the building shall be the sole determination of the owner, and/or owner's designee, and not R.P.I., or any R.P.I. agent, representative or distributor.
11. If the Royal Edge Membrane and/or roofing system are not installed according to R.P.I.'s design specification R.P.I.'s obligations under this warranty will be nullified.
12. This warranty is made for the exclusive benefit of the building owner and cannot be assigned.

R.P.I. DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION WHICH IT HAS NOT SUPPLIED OR APPROVED. R.P.I. SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION OR PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT SUPPLIED BY R.P.I.

THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR THING OR OF MERCHANTABILITY. THIS LIMITED WARRANTY SHALL BE THE OWNERS SOLE AND EXCLUSIVE REMEDY AGAINST R.P.I. AND R.P.I. SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS OR THE ROOF DECK.

THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN A WRITING SIGNED BY THE PRESIDENT OF R.P.I. OR A PERSON TO WHOM AUTHORITY HAS BEEN DELEGATED IN WRITING. NO R.P.I. AGENT, DISTRIBUTOR, OR REPRESENTATIVE, NOR ANY INSTALLER/APPLICATOR HAS AUTHORITY TO BIND R.P.I. WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

Building Owner or Designate Signature: *Stephen A. Casazza* Date: 20 July 12
 Owner or Designate agrees to terms and conditions of warranty only. Signature required to initiate warranty (see reverse for mailing address).

ROOFING PRODUCTS INTERNATIONAL, INC.

By: _____

Title: President Warranty Number: LW 4062-NH 155

Date: JUNE 21, 2012 Applicator: WATERLINE INDUSTRIES



57460 Dewitt Street ■ Elkhart, Indiana 46517-1078
 Phone (574) 293-9096 ■ Fax (574) 294-3450
 800-628-2957 ■ Web site: www.piroyaledge.com



ROYAL EDGE EPDM LIMITED MEMBRANE ONLY WARRANTY

Building Address: 1531 TRAPELO ROAD (PUMP STATION) WALTHAM, MA 02451
Street City State Zip

Building Owner: CITY OF WALTHAM ENGINEERING DEPARTMENT Square Feet: 650

Job Completion Date: _____ System Applied: Fully Adhered Mechanically Attached Ballasted

Mil Thickness: .045 .060 Warranty Term: 10 yrs. 20 yrs. 30 yrs. 40 yrs.

Subject to any terms and conditions contained herein, Roofing Products International Inc. ("RPI") warrants to the Building Owner (Owner) that:

- (1) the *Royal Edge* EPDM Membrane ("Membrane") sold as "First Grade" will be free from any manufacturing defects at the time of installation; and
- (2) the Membrane itself will not deteriorate to the point of failure during the warranty period as a result of ordinary exposure to the elements or any manufacturing defect if installed according to R.P.I.'s design specifications and maintained according to the *Royal Edge* EPDM Membrane Rubber Roofing Care and Maintenance Procedures set forth on the reverse side of this Warranty.

If upon inspection by R.P.I.: (1) the *Royal Edge* EPDM Membrane evidences manufacturing defects at the time of installation, R.P.I.'s liability and owner's remedies are limited at R.P.I.'s option to the repair and/or replacement of the defective Membrane; (2) the *Royal Edge* EPDM Membrane proves to have deteriorated to the point of failure within the warranty period as a result of ordinary exposure to the elements or any manufacturing defect R.P.I.'s liability and owner's remedies are limited, at R.P.I.'s option, to R.P.I.'s providing repair material for the original Membrane to be applied towards the purchase of a new Membrane. The value of these remedies will be determined solely by R.P.I.

CONDITIONS EXCLUSIONS LIMITATIONS

1. As a condition to this warranty within thirty (30) days of the discovery of any defects in or deterioration of the membrane the owner must notify R.P.I. in writing by certified mail return receipt requested at R.P.I.'s address listed above or any other address of which owner is notified hereafter. By so notifying R.P.I. the owner authorizes R.P.I. or its designee to investigate the cause of the leak. If upon investigation, R.P.I. determines that the leak is caused by a defect in and/or deterioration to the point of failure of the membrane the owner's sole and exclusive remedy and R.P.I.'s liability shall be limited as set forth in paragraph 2 herein above. Should the investigation reveal that the leak is caused by something other than the aforementioned causes *investigation and repair* costs shall be paid by the owner. Failure by owner to pay for these costs shall render this warranty null and void.
NOTE: If the leak is determined by R.P.I. to be outside the scope of this warranty, R.P.I. shall advise the owner of the type and/or the extent of repairs required to be made at the owners expense which if the owner properly makes will permit this warranty to remain in effect for the unexpired portion of its term. Failure by the owner to make these repairs in a reasonable manner within a reasonable time shall render this warranty null and void.
2. This warranty applies to the *Royal Edge* Membrane only. It does not cover defects in and/or deterioration of any and all other materials which make up the roofing system including but not limited to bonding adhesives, splicing adhesives, seam tape, primer/wash, lap caulk, pourable sealer, water cut off mastic, termination bars, fasteners, uncured flashing membrane, prefabricated pipe boots, walk way pads, prefabricated drain steves, one-way moisture vents, batten bars, membrane cleaner, insulation, and insulation fasteners and/or any failure associated with those materials.
3. R.P.I. shall have no obligation under this Warranty until all financial obligations owed to R.P.I., any R.P.I. agent, distributor, representative and/or the installer/appliator have been met.
4. R.P.I. shall have no obligation hereunder if any defect or deterioration of the membrane is caused by any of the following:
 - (a) Natural disasters or unusual natural phenomena including but not limited to lightning, gales, hail, hurricanes, tornadoes, earthquakes, acts of God, negligent accidents, misuse, fire, vandalism, wars, civil disobedience; defects in the underlying material or structure; moisture condensation; engineering or structural flaws in building design; usage or spillage of material or substance not compatible with EPDM (i.e. petroleum based products); installation or construction of any machinery ducts vents or openings on the roofing system; and /or holes, punctures, and lacerations due to shipping, installation, or usage.
 - (b) Failure by the owner lessee or other user of the building to use reasonable care in maintaining the roof said maintenance to include without limitation compliance with the *Royal Edge* EPDM Membrane Rubber Roofing Care and Maintenance Procedures outlined on the reverse of this warranty.
 - (c) Failure by the installer/appliator to install the roofing system according to R.P.I.'s design specifications for installation.
 - (d) Failure of the owner to comply with every condition, exclusion or limitation herein.
5. During the warranty period R.P.I., its agents and/or employees shall have free access to the roof during regular business hours.
6. The failure of R.P.I. at any time to enforce any of the terms herein shall not constitute a waiver of its right to enforce any of the terms at any later time.
7. R.P.I. has no responsibility for any matter related to the design, engineering or condition of the Building Owner's existing roof and/or roof deck or the compatibility or adaptability of its *Royal Edge* Roofing Membrane to the owner's roof or roof deck. The utilization of an R.P.I. *Royal Edge* EPDM Roofing Membrane and its adaptability to the owner's building shall be the sole determination of the owner and/or owners designee and not R.P.I. or any R.P.I. agent, representative, or distributor.
8. If the *Royal Edge* Membrane and/or roofing system are not installed according to R.P.I.'s design specifications, R.P.I.'s obligations under this warranty will be nullified.
9. R.P.I. is the sole judge of any defect in its products and the sole determiner of which option (i.e. repair, replacement, or credit) if any is warranted in a given situation.
10. In no event shall R.P.I.'s duties and obligations under this warranty exceed or extend beyond specified warranty period.
11. This warranty is made for the exclusive benefit of the building owner named above and cannot be assigned.

R.P.I. DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION WHICH IT HAS NOT SUPPLIED. R.P.I. SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION OR PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT SUPPLIED BY R.P.I. THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN OR ORAL EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR THING OR OF MERCHANTABILITY. THIS LIMITED WARRANTY SHALL BE THE OWNERS SOLE AND EXCLUSIVE REMEDY AGAINST R.P.I. AND R.P.I. SHALL NOT BE LIABLE FOR ANY INCIDENTAL CONSEQUENTIAL SPECIAL OR OTHER DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS OR THE ROOF DECK.

THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN A WRITING, SIGNED BY THE PRESIDENT OF R.P.I. OR A PERSON TO WHOM AUTHORITY HAS BEEN DELEGATED IN WRITING. NO R.P.I. AGENT, DISTRIBUTOR, OR REPRESENTATIVE, NOR ANY INSTALLER/APPLICATOR HAS AUTHORITY TO BIND R.P.I. WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

Building Owner or Designate Signature: *Stephen C. Casazza* Date: 20 July 12
Owner or Designate signature required to initiate warranty, (see reverse for mailing address).

ROOFING PRODUCTS INTERNATIONAL, INC.

By: _____ Applicator: WATERLINE INDUSTRIES

Title: President LW: 4062-NH 155 Date: JUNE 21, 2012



57460 Dewitt Street • Elkhart, Indiana 46517-1078
 Phone (574) 293-9096 • Fax (574) 294-3450
 800-628-2957 • Web site: www.rpiroyaledge.com



ROYAL EDGE EPDM LABOR AND MATERIAL WARRANTY

Building Address: 22 SPENCER STREET (PUMP STATION) WALTHAM, MA 02453
Street City State Zip

Building Owner: CITY OF WALTHAM ENGINEERING DEPARTMENT

Job Completion Date: _____ System Applied: Fully Adhered Mechanically Attached Ballasted

Mil Thickness: .045 .060 Labor Warranty Term: 5 yrs. 10 yrs. 15 yrs.

Subject to any terms and conditions contained herein, Roofing Products International, Inc. ("R.P.I.") warrants to the Building Owner ("Owner") that it will repair any leaks which occur during the warranty period due to a defect in:

- (1) any materials supplied by R.P.I. which are incorporated into the roofing system; and/or
- (2) the workmanship of the R.P.I. Registered Applicator.

R.P.I.'s duties and obligations under this warranty shall not extend beyond the specified warranty period. This warranty is further subject to conditions, exclusions and limitations stated below.

CONDITIONS EXCLUSIONS LIMITATIONS

1. The building owner must inform R.P.I. of any and all alterations or repairs to the roof system. All work must be performed by a registered R.P.I. contractor, referred by R.P.I., using only R.P.I. supplied materials. Any deviation will result in R.P.I. declaring this warranty null and void.
2. This warranty is not a guarantee that your roof will never leak. It is an agreement by R.P.I. to repair any leaks caused by defects in the materials supplied by R.P.I. and/or the workmanship of its registered applicator which occur during the warranty period.
 NOTE: Materials for purposes of this warranty refers to any components supplied by R.P.I. with the exception of the Royal Edge EPDM Membrane itself which is covered by a separate warranty.
3. This warranty does not apply to defects in or deterioration of the Royal Edge Membrane itself. (See Limited Membrane Only Warranty.)
4. As a condition of this Warranty within thirty (30) days of the discovery of any leaks in the Royal Edge Roofing System the owner must notify R.P.I. in writing by certified mail return receipt requested at R.P.I.'s address listed above or any other address of which owner is notified by R.P.I. hereafter. By so notifying R.P.I. the owner authorizes R.P.I. or its designee to investigate the cause of the leak. If upon investigation R.P.I. determines that the leak is caused by a defect in the materials supplied or approved by R.P.I. or the workmanship of the registered applicator in installing the system, the owner's sole and exclusive remedy and R.P.I.'s liability shall be limited to the repair of the leak. Should the investigation reveal that the leak is caused by something other than the aforementioned causes, investigation and repair costs shall be paid by the owner. Failure by owner to pay for these costs shall render this warranty null and void.
 NOTE: If a leak is determined by R.P.I. to be outside the scope of this warranty, R.P.I. shall advise the owner of the type and/or the extent of repairs required to be made at the owner's expense which, if the owner properly makes, will permit this warranty to remain in effect for the unexpired portion of its term. Failure by the owner to make these repairs in a reasonable manner within a reasonable time shall render this Warranty null and void.
5. R.P.I. shall have no obligation hereunder if the leaks or damages are caused by any of the following:
 - (a) Natural disasters or unusual natural phenomena including but not limited to lightning, winds exceeding 120 mph, hail, hurricanes, tornadoes, earthquakes, acts God, negligent accidents, misuse, fire, vandalism, wars, civil disobedience; defects in the underlying material or structure; moisture condensation; engineering or structural flaws in building design; ponding water; usage or spillage substance not compatible with EPDM (i.e. petroleum based products) installation or construction of any machinery ducts, vents, or openings in the roofing system; and/or holes, punctures, and of material or lacerations due to shipping, installation or usage.
 - (b) Failure by the owner, lessee, or other users of the building to use reasonable care in maintaining the roof, said maintenance to include, without limitations, compliance with the Royal Edge EPDM Rubber Roofing Care and Maintenance Procedures outlined on the reverse of this warranty.
 - (c) Failure by the registered applicator to install the roofing system according to R.P.I.'s design specifications for installation.
 - (d) Failure of the owner to comply with every condition, exclusion or limitation herein.
6. R.P.I. shall have no obligation under this Warranty until all financial obligations owed to R.P.I., any R.P.I. agent, distributor, or representative, and/or the registered applicator have been met.
7. During the Warranty Period, R.P.I., its agents or employees shall have free access to the roof during regular business hours.
8. The failure of R.P.I. at any time to enforce any of the terms herein shall not constitute a waiver of its right to enforce any of the terms at any later time.
9. R.P.I. is the sole judge of any defect in the materials it supplies or approves and/or any defect in the workmanship of its registered applicator.
10. R.P.I. has no responsibility for any matter related to the design, engineering, or condition of the building owner's existing roof and/or roof deck or the compatibility or adaptability of its product to the owner's roof and/or roof deck. The utilization of an R.P.I. Royal Edge EPDM Roofing System and its adaptability to the building shall be the sole determination of the owner, and/or owner's designee, and not R.P.I., or any R.P.I. agent, representative or distributor.
11. If the Royal Edge Membrane and/or roofing system are not installed according to R.P.I.'s design specification R.P.I.'s obligations under this warranty will be nullified.
12. This warranty is made for the exclusive benefit of the building owner and cannot be assigned.

R.P.I. DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION WHICH IT HAS NOT SUPPLIED OR APPROVED. R.P.I. SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION OR PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT SUPPLIED BY R.P.I.

THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR THING OR OF MERCHANTABILITY. THIS LIMITED WARRANTY SHALL BE THE OWNERS SOLE AND EXCLUSIVE REMEDY AGAINST R.P.I. AND R.P.I. SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS OR THE ROOF DECK.

THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN A WRITING SIGNED BY THE PRESIDENT OF R.P.I. OR A PERSON TO WHOM AUTHORITY HAS BEEN DELEGATED IN WRITING. NO R.P.I. AGENT, DISTRIBUTOR, OR REPRESENTATIVE, NOR ANY INSTALLER/APPLICATOR HAS AUTHORITY TO BIND R.P.I. WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

Building Owner or Designate Signature: Stephen C. Conway Date: 20 July 12
 Owner or Designate agrees to terms and conditions of warranty only. Signature required to initiate warranty (see reverse for mailing address).

ROOFING PRODUCTS INTERNATIONAL, INC.

By: _____

Title: President

Warranty Number: LW 4063-NH 155

Date: JUNE 21, 2012

Applicator: WATERLINE INDUSTRIES



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 Phone (574) 293-9096 • Fax (574) 294-3450
 800-628-2957 • Web site: www.rpiroyaledge.com



ROYAL EDGE EPDM LIMITED MEMBRANE ONLY WARRANTY

Building Address: 22 SPENCER STREET (PUMP STATION) WALTHAM, MA 02453
Street City State Zip

Building Owner: CITY OF WALTHAM ENGINEERING DEPARTMENT Square Feet: 600

Job Completion Date: _____ System Applied: Fully Adhered Mechanically Attached Ballasted

Mil Thickness: .045 .060 Warranty Term: 10 yrs. 20 yrs. 30 yrs. 40 yrs.

Subject to any terms and conditions contained herein, Roofing Products International Inc. ("RPI") warrants to the Building Owner (Owner) that:

- (1) the Royal Edge EPDM Membrane ("Membrane") sold as "First Grade" will be free from any manufacturing defects at the time of installation; and
- (2) the Membrane itself will not deteriorate to the point of failure during the warranty period as a result of ordinary exposure to the elements or any manufacturing defect if installed according to R.P.I.'s design specifications and maintained according to the Royal Edge EPDM Membrane Rubber Roofing Care and Maintenance Procedures set forth on the reverse side of this Warranty.

If upon inspection by R.P.I.: (1) the Royal Edge EPDM Membrane evidences manufacturing defects at the time of installation, R.P.I.'s liability and owner's remedies are limited at R.P.I.'s option to the repair and/or replacement of the defective Membrane; (2) the Royal Edge EPDM Membrane proves to have deteriorated to the point of failure within the warranty period as a result of ordinary exposure to the elements or any manufacturing defect R.P.I.'s liability and owner's remedies are limited, at R.P.I.'s option, to R.P.I.'s providing repair material for the original Membrane to be applied towards the purchase of a new Membrane. The value of these remedies will be determined solely by R.P.I.

CONDITIONS EXCLUSIONS LIMITATIONS

1. As a condition to this warranty within thirty (30) days of the discovery of any defects in or deterioration of the membrane the owner must notify R.P.I. in writing by certified mail return receipt requested at R.P.I.'s address listed above or any other address of which owner is notified hereafter. By so notifying R.P.I. the owner authorizes R.P.I. or its designee to investigate the cause of the leak. If upon investigation, R.P.I. determines that the leak is caused by a defect in and/or deterioration to the point of failure of the membrane the owner's sole and exclusive remedy and R.P.I.'s liability shall be limited as set forth in paragraph 2 herein above. Should the investigation reveal that the leak is caused by something other than the aforementioned causes investigation and repair costs shall be paid by the owner. Failure by owner to pay for these costs shall render this warranty null and void.

NOTE: If the leak is determined by R.P.I. to be outside the scope of this warranty, R.P.I. shall advise the owner of the type and/or the extent of repairs required to be made at the owners expense which if the owner properly makes will permit this warranty to remain in effect for the unexpired portion of its term. Failure by the owner to make these repairs in a reasonable manner within a reasonable time shall render this warranty null and void.

2. This warranty applies to the Royal Edge Membrane only. It does not cover defects in and/or deterioration of any and all other materials which make up the roofing system including but not limited to bonding adhesives, splicing adhesives, seam tape, primer/wash, lap caul, pourable sealer, water cut off mastic, termination bars, fasteners, uncured flashing membrane, prefabricated pipe boots, walk way pads, prefabricated drain sleeves, one-way moisture vents, batten bars, membrane cleaner, insulation, and insulation fasteners and/or any failure associated with those materials.
3. R.P.I. shall have no obligation under this Warranty until all financial obligations owed to R.P.I., any R.P.I. agent, distributor, representative and/or the installer/appliator have been met.
4. R.P.I. shall have no obligation hereunder if any defect or deterioration of the membrane is caused by any of the following:
 - (a) Natural disasters or unusual natural phenomena including but not limited to lightning, gales, hail, hurricanes, tornadoes, earthquakes, acts of God, negligent accidents, misuse, fire, vandalism, wars, civil disobedience; defects in the underlying material or structure; moisture condensation; engineering or structural flaws in building design; usage or spillage of material or substance not compatible with EPDM (i.e. petroleum based products); installation or construction of any machinery ducts vents or openings on the roofing system; and /or holes, punctures, and lacerations due to shipping, installation, or usage.
 - (b) Failure by the owner lessee or other user of the building to use reasonable care in maintaining the roof said maintenance to include without limitation compliance with the Royal Edge EPDM Membrane Rubber Roofing Care and Maintenance Procedures outlined on the reverse of this warranty.
 - (c) Failure by the installer/appliator to install the roofing system according to R.P.I.'s design specifications for installation.
 - (d) Failure of the owner to comply with every condition, exclusion or limitation herein.
5. During the warranty period R.P.I., its agents and/or employees shall have free access to the roof during regular business hours.
6. The failure of R.P.I. at any time to enforce any of the terms herein shall not constitute a waiver of its right to enforce any of the terms at any later time.
7. R.P.I. has no responsibility for any matter related to the design, engineering or condition of the Building Owner's existing roof and/or roof deck or the compatibility or adaptability of its Royal Edge Roofing Membrane to the owner's roof or roof deck. The utilization of an R.P.I. Royal Edge EPDM Roofing Membrane and its adaptability to the owner's building shall be the sole determination of the owner and/or owners designee and not R.P.I. or any R.P.I. agent, representative, or distributor.
8. If the Royal Edge Membrane and/or roofing system are not installed according to R.P.I.'s design specifications, R.P.I.'s obligations under this warranty will be nullified.
9. R.P.I. is the sole judge of any defect in its products and the sole determiner of which option (i.e. repair, replacement, or credit) if any is warranted in a given situation.
10. In no event shall R.P.I.'s duties and obligations under this warranty exceed or extend beyond specified warranty period.
11. This warranty is made for the exclusive benefit of the building owner named above and cannot be assigned.

R.P.I. DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION WHICH IT HAS NOT SUPPLIED. R.P.I. SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION OR PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT SUPPLIED BY R.P.I. THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN OR ORAL EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR THING OR OF MERCHANTABILITY. THIS LIMITED WARRANTY SHALL BE THE OWNERS SOLE AND EXCLUSIVE REMEDY AGAINST R.P.I. AND R.P.I. SHALL NOT BE LIABLE FOR ANY INCIDENTAL CONSEQUENTIAL SPECIAL OR OTHER DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS OR THE ROOF DECK.

THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN A WRITING, SIGNED BY THE PRESIDENT OF R.P.I. OR A PERSON TO WHOM AUTHORITY HAS BEEN DELEGATED IN WRITING. NO R.P.I. AGENT, DISTRIBUTOR, OR REPRESENTATIVE, NOR ANY INSTALLER/APPLICATOR HAS AUTHORITY TO BIND R.P.I. WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

Building Owner or Designate Signature: Stephen A. Conzetta Date: 20 July 12
 Owner or Designate signature required to initiate warranty. (see reverse for mailing address).

ROOFING PRODUCTS INTERNATIONAL, INC.

By: _____ Applicator: WATERLINE INDUSTRIES

Title: President LW: 4063-NH 155 Date: JUNE 21, 2012