



ARK Commercial Roofing, Inc.



Inland Northwest AGC
THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA
Your Voice in the Construction Industry



October 9, 2013

Apollo, Inc.
PO Box 7305
Kennewick, WA 99336

APOLLO INC

OCT 11 2013

RECEIVED

RE: Wenatchee Waste Water Treatment Plant

Dear Sirs:

Please find enclosed the original Firestone Red Shield Roofing System Limited Warranty for the Wenatchee Waste Water Treatment Plant. The beginning date on the warranty period has been adjusted as requested.

If you have any questions, please feel free to contact Tom or me.

Sincerely,

ARK Commercial Roofing, Inc

Elaine Wilson
Office Manager

RED SHIELD WARRANTY



RED SHIELD ROOFING SYSTEM LIMITED WARRANTY

Warranty No: RD117958

FBPCO # DC2547

Square Footage: 1400 s.f.

Building Owner: CITY OF WENATCHEE, WA

Building Identification: WENATCHEE WASTE WATER TREATMENT PLANT, SCREENINGS BUILDING

Building Address: 300 N. WORTHEN STREET, WENATCHEE, AK, 98807

Warranty Period Of: FIFTEEN (15) Years, Beginning On: 08/01/13

Roofing Contractor: ARK COMMERCIAL ROOFING INC (07940)

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

TERMS, CONDITIONS AND LIMITATIONS

- Products Covered.** The System shall mean only the Firestone brand roofing membranes, Firestone brand roofing insulations, Firestone brand roofing metal, and other Firestone brand roofing accessories when installed in accordance with Firestone technical specifications by a Firestone-licensed applicator.
- Notice.** In the event any leak should occur in the System, the Owner must give notice in writing or by telephone to Firestone within thirty (30) days of any occurrence of a leak. Written notice may be sent to Firestone at the street address or fax number shown on the reverse side of this Limited Warranty. Evidence of this notice shall be the receipt by Owner of a Firestone Leak Notification Acknowledgement. By so notifying Firestone, the Owner authorizes Firestone or its designee to investigate the cause of the leak.
- Investigation.** If upon investigation, Firestone determines that the leak is not excluded under the Terms, Conditions and Limitations set forth in this Red Shield Roofing System Limited Warranty (the "Limited Warranty"), the Owner's sole and exclusive remedy and Firestone's total liability shall be limited to the repair of the leak. Should the investigation reveal that the leak is excluded under the Terms, Conditions and Limitations, the Owner shall be responsible for payment of the investigation costs. Failure by Owner to pay for these costs shall render this Limited Warranty null and void. Firestone will advise the Owner of the type and/or extent of repairs required to be made at the Owner's expense that will permit this Limited Warranty to remain in effect for the unexpired portion of its term. Failure by the Owner to properly make these repairs in a reasonable manner using a Firestone-licensed applicator and within 60 days shall render this Limited Warranty null and void.
- No Dollar Limit (NDL).** There is no dollar limit placed on warranted leak repairs to the extent such repairs are covered by this Limited Warranty.
- Disputes.** Any dispute, controversy or claim between the Owner and Firestone concerning this Limited Warranty shall be settled by mediation. In the event that the Owner and Firestone do not resolve the dispute, controversy or claim in mediation, the Owner and Firestone agree that neither party will commence or prosecute any suit, proceeding, or claim other than in the courts of Hamilton County in the state of Indiana or the United States District Court, Southern District of Indiana, Indianapolis Division. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts.
- Payment Required.** Firestone shall have no obligation under this Limited Warranty unless and until Firestone and the licensed applicator have been paid in full for all materials, supplies, services, approved written change orders, warranty costs and other costs which are included in, or incidental to, the System. In the event that repairs not covered by this Limited Warranty are necessary in the future, Firestone reserves the right to suspend this Limited Warranty until such repairs have been completed and the licensed applicator and/or Firestone has been paid in full for such repairs.
Exclusions. Firestone shall have no obligation under this Limited Warranty, or any other liability, now or in the future if a leak or damage is caused by: (a) Natural forces, disasters, or acts of God including, but not limited to, fires, hurricanes, tornadoes, hail, wind-blown debris, lightning, earthquakes, volcanic activity, atomic radiation, insects or animals; (b) Winds of peak gust speed at or in excess of 55MPH calculated at ten(10) meters above ground using available meteorological data; (c) Act(s), conduct or omission(s) by any person, or act(s) of war, terrorism or vandalism, which damage the System or which impair the System's ability to resist leaks; (d) Failure by the Owner to use reasonable care in maintaining the System, said maintenance to include, but not be limited to, those items listed on the reverse side of this Limited Warranty entitled "Building Envelope Care and Maintenance Guide"; (e) Deterioration or failure of building components, including, but not limited to, the roof substrate, walls, mortar, HVAC units, skylights etc.; (f) Construction generated moisture, condensation or infiltration of moisture in, from, through, or around the walls, copings, rooftop hardware or equipment, skylights, building structure or underlying or surrounding materials; (g) Acid, oil, harmful chemicals, or the reaction between them; (h) Alterations or repairs to the System that are not completed in accordance with Firestone's published specifications, not completed by an approved contractor, and/or not completed with proper notice to Firestone; (i) The design of the roofing system: Firestone does not undertake any analysis of the architecture or engineering required to evaluate what type of System is appropriate for a building and makes no warranty express or implied as to the suitability of its Products for any particular structure; such a determination is the responsibility of the architect, engineer or design professional; (j) Improper selection of materials for the roof assembly or the failure to accurately calculate wind uplift and/or roof loads; (k) Deterioration to metal roofing materials and accessories caused by marine salt water, atmosphere, or by regular spray of either salt or fresh water; or, (l) Change in building use or purpose.
- Transfer.** This Limited Warranty shall be transferable subject to Owner's payment of the current transfer fee set by Firestone.
- Term.** The term of this Limited Warranty shall be for the period set forth above and such term shall not be extended under any circumstances.
- Roof Access.** During the term of this Limited Warranty, Firestone's designated representative or employees shall have free access to the roof during regular business hours. In the event that roof access is limited due to security or other restrictions, Owner shall reimburse Firestone for all reasonable cost incurred during inspection and/or repair of the System that are due to delays associated with said restrictions. Owner shall be responsible for the damage caused by, removal and replacement of any overburdens, superstrata or overlays, either permanent or temporary, excluding accepted stone ballast or pavers, as necessary to expose the system for inspection and/or repair.
- Waiver.** Firestone's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty.
- Governing Law.** This Limited Warranty shall be governed by and construed in accordance with the laws of the State of Indiana without regard to that State's rules on conflict of laws.
- Severability.** If any portion of this Limited Warranty is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.

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

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

FIRESTONE BUILDING PRODUCTS COMPANY, LLC

By: Phil LaDuke

Authorized
Signature:

Title:

Director, Quality Assurance

Firestone

040907

BUILDING ENVELOPE CARE AND MAINTENANCE GUIDE (For Red Shield Warranted Roofing Systems)

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

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

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

Firestone
BUILDING PRODUCTS

NOBODY COVERS YOU BETTER™

250 West 96th Street – Indianapolis, IN 46260

1-800-428-4442 * 1-317-575-7000 * FAX 1-317-575-7100

www.firestonebp.com



NOW THAT YOU HAVE A NEW FIRESTONE ROOFING SYSTEM...

Congratulations on your purchase of a Firestone Roofing System! Your new roof is a valuable asset and as such should be properly maintained. All components of the building envelope require periodic maintenance to perform as designed. "Building Envelope Care And Maintenance Guide" printed on the back of your Firestone Limited Warranty contains a number of important items to assist you in maintaining a watertight building for many years. These maintenance guidelines recommend that the building envelope be inspected at least twice yearly. Although this inspection can be performed by any qualified person selected by you, **Firestone recommends that at least one inspection every year be conducted by the Firestone Licensed Applicator who installed your roof.**

Whenever an inspection of the roof is performed, Firestone recommends that the following items be included:

1. ROOF CONDITIONS REQUIRING PERIODIC INSPECTION:

Periodic inspection of the following items is very important to assure that the Firestone Roofing System has not been exposed to conditions not covered by Firestone's Limited Warranty:

- a. **Roof Traffic & Walkways:** The Firestone Roofing System is designed to be a waterproofing component—not a traffic bearing component of the building envelope. As stated in Firestone's System Design Instructions for all Firestone Roofing Systems, "Walkways help protect the membrane from damage due to necessary roof-top service traffic." Please note that walkways should be maintained at all roof access points, around all mechanical equipment which requires maintenance and at all areas where roof traffic more frequent than once a month is anticipated. If, because of traffic requirements, walkways need to be installed on your roof, contact your Firestone Licensed Applicator before proceeding.

- b. **Discharges:** All components of the Firestone roof system must be protected from discharges, such as petroleum products, greases, oils and fats, acids and the like. If the building will have any such discharges, please contact Firestone for suggested methods of protection. If, because of the presence of chemical discharges, protection measures are recommended, contact your Firestone Licensed Applicator before proceeding.

- c. Ponding Water: Proper maintenance and good roofing practice suggests that ponded water (defined as standing water on the roof forty-eight (48) hours after it stops raining) should not be allowed on the roof. Roofs should have slope to drain and all drain areas should remain clean. If ponded water areas are observed on the roof that cannot be corrected by periodic cleaning of drain areas, contact your Firestone Licensed Applicator for suggestions.

- d. Storms: The building envelope should be inspected after any severe storm, especially after any storm that involves high sustained winds, heavy wind gusts or tornado-like conditions. All roof surfaces should be inspected for damage caused by wind-blown debris. The roof also should be inspected after any hail or ice storm which could have damaged the roofing system. If storm-related damage to the roof system is observed, contact your Firestone Licensed Applicator before proceeding.

- e. Moisture Infiltration: It is very important to inspect the roofing system for moisture infiltration from sources excluded by Firestone's Limited Warranty. These sources can include but are not limited to:
 - 1. Latent moisture in a pre-existing roofing system or roof insulation remaining beneath the Firestone Roofing System.

 - 2. Moisture infiltration in or through building walls, copings, mortar joints and roof-top equipment.

 - 3. Condensation of water vapor within the roofing system due to temperature and humidity differentials.

Because inspection for moisture infiltration requires professional roofing experience, Firestone recommends that this inspection be performed by a Firestone Licensed Applicator at least once a year.

2. NON-FIRESTONE MATERIALS:

In some instances, non-Firestone supplied materials are used in conjunction with Firestone Roofing Systems. These materials may include, but are not limited to the following items:

- a. Locally-fabricated sheet metal flashings.
- b. Non-Firestone sealants at roof terminations.
- c. Non-Firestone roof insulations.
- d. Non-Firestone insulation fastening devices, including but not limited to roofing screws, insulation plates, construction adhesives and roofing asphalt.

- e. Preservative-treated wood nailers and blocking.
- f. Roof drains and drain inserts.
- g. Pre-fabricated roof curbs.
- h. Concrete walkway or ballast pavers.
- i. Stone ballast.
- j. Non-Firestone roof coatings.

Because such items are not warranted by Firestone, it is important to establish an ongoing inspection and maintenance program to assure that the performance of non-Firestone materials does not adversely affect the weathertight integrity of the Firestone roofing system. Sheet metal items should be checked for weathertightness and re-anchored/recalked as needed. Nailers and blocking should be checked for soundness, and replaced or re-secured if necessary. Roof drains and drain inserts should be cleared of any debris. Sealants should be inspected for shrinking or cracking and replaced as required. The integrity of roof insulation and insulation attachments should be verified. Walkway pavers should be checked for cracking or splitting and replaced if necessary. Ballast stone should be checked for deterioration due to freeze/thaw conditions. In addition, all ballasted roofs should be inspected for localized wind displacement of the ballast, especially along perimeter roof areas. In the event ballast displacement is observed, the ballast should be carefully re-dispersed uniformly and the addition of larger ballast stones should be considered.

3. FIRESTONE PRODUCTS REQUIRING PERIODIC INSPECTION:

Although Firestone products do not necessarily require periodic maintenance to assure long-term performance, periodic inspection is very important to assure that these products have not been exposed to conditions excluded by Firestone's Limited Warranty:

- a. The **Firestone Roofing Membrane** should be inspected for tears or punctures caused by wind storms, falling objects, roof traffic and the like. If the Firestone membrane is supplied with a factory applied coating, such as roofing granules, the coating should be inspected for any discontinuities caused by abrasion from wind, roof traffic or other sources. **Tears, punctures and abrasions to the membrane must be repaired by a Licensed Firestone Applicator using Firestone specified repair procedures.**

In addition, the membrane should be inspected for any contamination from discharges, such as petroleum products, greases, oils and fats, acids and the like. If any such discharges are observed on the membrane, please contact Firestone for suggested methods of protection. If, because of the presence of chemical discharges, protection measures are recommended by Firestone, contact your Firestone Licensed Applicator before proceeding.

- b. **Firestone Wall Flashings** also should be inspected for tears, punctures, abrasion and contamination from discharges, following the same procedures as for the Firestone Roof Membrane.

4. INSPECTIONS AND SAFETY:

Inspection of any building envelope should be undertaken only by qualified persons who are familiar with safe practices, including all applicable occupational health and safety regulations relating to roofing and construction. **Firestone recommends that all roof inspections be performed by a Firestone Licensed Applicator or a similar roofing professional.**

5. ARRANGING FOR PERIODIC INSPECTIONS:

Please note that the cost of periodic inspections, either by your Firestone Licensed Applicator or by any other roofing professional, are not included in the cost of your Limited Warranty. Firestone recommends that you contact your Firestone Licensed Applicator to obtain a proposal for inspection and maintenance services.

Firestone feels that the preceding recommendations will help you maintain a watertight building for many years. To maximize your return on your building investment, appropriate care is essential. Whenever you have questions concerning your roofing system, do not hesitate to contact your Firestone Licensed Applicator or your local Firestone Sales Representative.

6. ADDITION OF PHOTOVOLTAIC (PV), GARDEN, OR SIMILAR SYSTEMS:

Not all roofing systems are configured in a way that allows them to accept photovoltaic (PV) systems, garden systems, or other above-membrane additions. Prior to installing any systems over your Firestone roofing membrane, you must contact Firestone Quality Building Services group at 1-800-428-4511 for review of the roofing system's readiness for accepting above-membrane systems.

Firestone feels that the preceding recommendations will help you maintain a watertight building for many years. To maximize your return on your building investment, appropriate care is essential. Whenever you have questions concerning your roofing system, do not hesitate to contact your Firestone Licensed Applicator or your local Firestone Sales Representative.

Firestone Building Products

250 West 96th St., Indianapolis, IN 46260
Corporate Office: 1-800-428-4442 • 317-575-7000
www.firestonebpco.com

International Offices:

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Fort Lauderdale, FL 33394
954-768-1140 • Fax: 954-768-1141



Metal Roof and Wall Systems

STANDARD II

20-YEAR WEATHERTIGHTNESS WARRANTY

MBCI, a division of NCI Group, Inc. (hereinafter referred to as "Manufacturer") and Roofing Contractor whose signature appears below ("Roofing Contractor") severally warrant (See Note 1 below) to the original Building Owner ("Owner") that, subject to the express terms, conditions and disclaimers set forth below, Roofing Contractor's workmanship on the roof system on the building identified below (the "Roof System") (See Note 2 below) will be adequate to prevent leaks for a period of twenty (20) years from the date of substantial completion of the installation of the Roof System. This warranty will be fully satisfied by the repair of the Roof System, and any such repairs shall carry a warranty against leaks only for the then remaining balance of the original twenty (20) year warranty period. MANUFACTURER'S AND ROOFING CONTRACTOR'S AGGREGATE TOTAL CUMULATIVE LIABILITY UNDER THIS 20-YEAR WEATHERTIGHTNESS LIMITED WARRANTY IS LIMITED TO: (i) MANUFACTURER FOR \$3.50 PER SQUARE FOOT AND (ii) TO THE ROOFING CONTRACTOR FOR THE ORIGINAL COST OF THE INSTALLATION OF THOSE MATERIALS.

Note 1: The Roofing Contractor shall cause the Manufacturer Roof System to perform in a manner which does not allow intrusion of water from the exterior of the Manufacturer Roof System into the building envelope, for a period of twenty-four (24) continuous months after the Date of Substantial Completion, extended by successive twenty-four (24) month periods from the date of any leaks reported or repaired within the relevant twenty-four (24) month period. In addition, the Roofing Contractor shall have the sole and exclusive responsibility to correct all erection and/or installation deficiencies in the Manufacturer Roof System for the entire duration of this 20-Year Weathertightness Limited Warranty.

Note 2: Roof System is defined as the Manufacturer furnished roof panels, flashing and related items used to fasten the roof panels and flashing to the roof structure (including roof jack and curb attachments preapproved, in writing, by Manufacturer).

IN NO EVENT SHALL EITHER MANUFACTURER OR ROOFING CONTRACTOR HAVE ANY LIABILITY FOR ANY COMMERCIAL LOSS, CLAIMS FOR LABOR, OR CONSEQUENTIAL DAMAGES OF ANY TYPE, WHETHER OWNER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, OR OTHERWISE. IT IS EXPRESSLY AGREED THAT OWNER'S REMEDIES EXPRESSED OR IMPLIED IN THIS 20-YEAR WEATHERTIGHTNESS LIMITED WARRANTY ARE OWNER'S EXCLUSIVE REMEDIES.

TERMS, CONDITIONS, LIMITATIONS

1. Owner shall provide Manufacturer and Roofing Contractor with written notice within thirty (30) days of the discovery of any leak(s) in the Roof System. Failure of the Owner to do so shall automatically relieve both Manufacturer and Roofing Contractor of any and all responsibility and/or liability under this 20-Year Weathertightness Limited Warranty. Upon receipt of a Warranty Claim, from either the Owner or Roofing Contractor, Manufacturer will send a representative to the location specified for an inspection of the site. NCI Group, Inc. Warranty Dept.; 14031 W. Hardy; Houston, TX 77060
2. If upon Manufacturer's inspection, Manufacturer determines that the leaks in the Roof System are not covered by this Warranty, the party requesting Manufacturer's inspection shall be liable for all direct expenses incurred by Manufacturer to conduct the roof inspection.
3. If upon Manufacturer's inspection, Manufacturer determines that the leaks in the Roof System are caused by defects in the Manufacturer Roof System's material or in the workmanship of the Roofing Contractor, Roof System repair obligations shall then arise in accordance herewith, but Owner's remedies and Manufacturer's liability shall in any event be limited to repair of the Roof System, subject to the cost limitations set forth above. Further limitations are provided in paragraphs 4, 5, 6 and 7 below.
4. Manufacturer shall have no liability or responsibility under or in connection with either this 20-Year Weathertightness Limited Warranty or Roof System if any one or more of the following shall occur.
 - a. Failure by Roofing Contractor or any contractor or subcontractor to follow Manufacturer's recommended installation instructions or approved specifications or drawings for the layout, design and erection of the Roof System. It shall be the Roofing Contractor's sole and exclusive responsibility to strictly follow Manufacturer's recommended installation instructions or approved specifications or drawings for the layout, design and erection of the Roof System.
 - b. If any panels or other parts are installed in a manner that does not permit drainage of water from all surfaces.
 - c. If any panels or other parts are installed to allow water to cascade on any part of the roof system.
 - d. If roof jacks and curbs are not preapproved by Manufacturer.
 - e. If any flashings, roof penetrations or accessory details are modified without the written approval of Manufacturer.
 - f. Failure to use long-life fasteners in all exposed applications.
5. The improper use of Manufacturer's seaming equipment or use of seaming equipment obtained from a party other than the Manufacturer may result in this and all warranties being void and the engineering data for the roof system being invalid.
6. Neither Manufacturer nor Roofing Contractor shall have any liability or responsibility under or in connection with either this 20-Year Weathertightness Limited Warranty or the Roof System, if any one or more of the following shall occur.
 - a. Deterioration caused by marine (salt water) atmosphere or by regular spray of either salt or fresh water.
 - b. Corrosion caused by heavy fallout or exposure to corrosive chemicals, ash or fumes from any chemical plant, foundry, plating works, kiln, fertilizer manufacturing, paper plant, aviation fuel or the like or corrosion caused by contact of the panels and trim with dissimilar materials such as copper, lead or graphite or water runoff from these materials onto the panels and trim.
 - c. Deterioration caused by any corrosive substance or any condensate of any harmful substance contained, generated or released inside the building.
 - d. Damage caused by worker(s), other than Manufacturer's or Roofing Contractor's workers, on the roof.
 - e. Natural disasters such as hurricanes, earthquakes, extraordinary winds, winds which detach from the facility any part of the building substrate to which the Manufacturer Roof System is attached, lightning, hail, fire, radiation or other acts of God which are normally covered by hazard insurance.
 - f. If, after installation of the Roof System by Roofing Contractor, there are any alterations, such as, but not limited to, structures, fixtures, or utilities being placed upon or attached to the roof without prior written authorization from Manufacturer.
 - g. Failure to maintain the Roof System as set forth in Manufacturer's "Roof Owner's Maintenance Manual".
 - h. If Owner fails to comply with any term and/or condition stated in this 20-Year Weathertightness Limited Warranty.
 - i. If roof leaks are due to ventilators, light transmitting panels, valley gutters, dormers, dead valleys, or penetrations of the roof associated with signs, vents, equipment, or other causes.
 - j. If roof leaks are at a tie-in to (1) an existing metal roof manufactured by another company or (2) a dissimilar roof such as a BUR or a rubber roof.
 - k. Deficiencies of the facility to which the Manufacturer Roof System is attached, such as structure, wall or foundation movement.
7. Manufacturer shall not have any liability or responsibility under or in connection with either this 20-Year Weathertightness Limited Warranty or the Roof System in the event of a failure by any contractor or subcontractor to use all roof curbs, roof jacks, sealants, mastics, subframing, roof panels, clips, and flashing provided by Manufacturer [or to substitute therefore only products approved in writing in advance by Manufacturer as equal (if provided by the contractor or subcontractor)].
8. During the term of this Warranty, Manufacturer, its sales representatives and employees shall have free access to the roof during regular business hours.
9. Manufacturer shall not have any obligation under this 20-Year Weathertightness Limited Warranty until final drawings of the completed roof are submitted to Manufacturer by the Roofing Contractor and accepted in writing by Manufacturer. Such drawings must show the exact number, size and location of all roof penetrations and roof top equipment.
10. This warranty shall not become effective and Manufacturer shall not have any obligation under any warranty until all invoices issued by Manufacturer, Manufacturer's customer, and the Roofing Contractor have been paid in full, in accordance with their terms, without offset, deduction or credit and all installation deficiencies listed in any Manufacturer inspection report have been corrected and all Manufacturer procedures have been followed.
11. Neither Manufacturer nor Roofing Contractor shall be responsible for any consequential damages or loss to the building, its contents or other materials.
12. Neither Manufacturer's nor Roofing Contractor's failure at any time to enforce any of the terms or conditions stated herein shall be construed to be a waiver of such provision or of the right to exercise any right in the future.
13. This 20-Year Weathertightness Limited Warranty supersedes and is in lieu of any and all other warranties (whether express or implied) that are either in addition to or in conflict with the term(s) or condition(s) stated herein. ALL EXPRESSED OR IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL EXPRESSED OR IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE WHICH EXCEED OR DIFFER FROM THE WARRANTIES HEREIN EXPRESSED ARE DISCLAIMED BY EACH AND ALL OF SAID PARTIES AND EXCLUDED FROM THIS 20-YEAR WEATHERTIGHTNESS LIMITED WARRANTY.

14. If the subject roof is covered by products of more than one roofing products manufacturer, this 20-Year Weathertightness Limited Warranty applies only to those portions of such roof which are covered solely by Manufacturer manufactured products.
15. Notwithstanding any other provision of this 20-Year Weathertightness Limited Warranty, Manufacturer shall not have any liability or responsibility at any time for or as a consequence of any condensation or underside corrosion which is or was caused at any time in part or wholly by condensation.
16. Roof panels must be made of a material which carries a minimum 20-year durability warranty from Manufacturer, such as Galvalume or a 25-year warranty painted panel.

WARRANTY RESPONSIBILITY

1st through 2nd year, plus any applicable extension period(s).....Roofing Contractor

The remaining balance of the first 20 years from date of completion of installation of the subject Roof System provided Roofing Contractor has strictly followed Manufacturer's recommended installation instructions or approved specifications or drawings for the layout, design and erection of the Roof SystemsManufacturer

This 20-Year Weathertightness Limited Warranty is tendered for the sole benefit of the original Owner as named below and is not transferable or assignable. It becomes valid only when signed by each of Roofing Contractor, Owner and Manufacturer.

DISCLAIMER-EXCEPT AS EXPRESSLY STATED HEREIN, THE ABOVE WARRANTY PROVISIONS DO NOT COVER COATINGS, PRODUCTS, ACCESSORIES, PARTS OR ATTACHMENTS THAT ARE NOT MANUFACTURED BY MANUFACTURER. EXCEPT AS OTHERWISE EXPRESSLY STATED, THERE IS NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND AND ANY WARRANTY, EXPRESS OR IMPLIED, IS HEREBY EXCLUDED AND DISCLAIMED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN TO THE CONTRARY, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT MANUFACTURER'S LIABILITY AND PURCHASER'S SOLE REMEDY, WHETHER IN CONTRACT, UNDER ANY WARRANTY, IN TORT (INCLUDING NEGLIGENCE), IN STRICT LIABILITY OR OTHERWISE SHALL NOT EXCEED THE AMOUNT SET FORTH IN THE MANUFACTURER LIABILITY SECTION ABOVE. UNDER NO CIRCUMSTANCES SHALL MANUFACTURER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, LIQUIDATED OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PROPERTY DAMAGE, DAMAGE TO OR LOSS OF EQUIPMENT, LOST PROFITS OR REVENUE, LABOR COSTS AND EXPENSES, COSTS OF RENTING REPLACEMENTS AND OTHER ADDITIONAL EXPENSES, EVEN IF MANUFACTURER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MANUFACTURER WILL NOT BE LIABLE FOR ANY DAMAGES, LOSSES OR EXPENSES AS A RESULT OF PURCHASER'S (OR ANY OTHER PARTY'S) NEGLIGENCE, WHETHER DEEMED ACTIVE OR PASSIVE AND WHETHER OR NOT ANY SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH DAMAGE, LOSS OR EXPENSE. IN ADDITION, UNDER NO CIRCUMSTANCES SHALL MANUFACTURER BE LIABLE FOR ANY DAMAGES, LOSSES OR EXPENSES WHATSOEVER AS A RESULT OF ANY OTHER PARTY'S MATERIALS OR PRODUCTS WHICH CAUSE OR ALLEGEDLY CAUSE, IN WHOLE OR IN PART, DAMAGE, LOSS OR DETERIORATION TO THE MANUFACTURER ROOF SYSTEM.

FORCE MAJEURE. UNDER NO CIRCUMSTANCES SHALL MANUFACTURER BE LIABLE IN ANY WAY TO THE BUILDING OWNER OR ANY OTHER PARTY FOR DELAYS, FAILURE IN PERFORMANCE, OR LOSS OR DAMAGE DUE TO FORCE MAJEURE CONDITIONS INCLUDING, WITHOUT LIMITATION: FIRE; LIGHTNING; STRIKE; EMBARGO; EXPLOSION; POWER SURGE OR FAILURE; ACTS OF GOD; WAR; LABOR OR EMPLOYMENT DISPUTES; CIVIL DISTURBANCES; ACTS OF CIVIL OR MILITARY AUTHORITY; INABILITY TO SECURE MATERIALS, FUEL, PRODUCTS OR TRANSPORTATION FACILITIES; ACTS OR OMISSIONS OF SUPPLIERS, OR ANY OTHER CAUSES BEYOND ITS REASONABLE CONTROL, WHETHER OR NOT SIMILAR TO THE FOREGOING.

CONSENT TO JURISDICTION AND VENUE

Any party seeking to enforce claims under this Warranty hereby acknowledges and agrees that (i) all matters relating to the validity, performance, interpretation, and/or enforcement of this Warranty shall be governed by and construed in accordance with the laws of the State of Texas, (ii) any and all claims, actions, proceedings or causes of action relating to the validity, performance, interpretation, and/or enforcement hereof must be submitted to a court of competent jurisdiction in Houston, Harris County, Texas, (iii) this Warranty is capable of being performed in Harris County, Texas, (iv) it irrevocably submits itself to the jurisdiction of the state and federal courts in Harris County, Texas, (v) service of process may be made upon it in any legal proceeding in connection with this Warranty or any other agreement as provided by Texas law, (vi) it irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any litigation arising out of or in connection with this Warranty or any other agreement or transaction brought in any such court, (vii) it irrevocably waives any claims that litigation brought in any such court has been brought in an inconvenient forum, and (viii) it irrevocably consents to the service of process out of any of the aforementioned courts by the mailing of copies thereof by Certified Mail, Return Receipt Requested, postage prepaid, and its address set forth herein. The scope of each of the foregoing waivers is intended to be all encompassing. Each party acknowledges that this waiver is a material inducement to the agreement of each party hereto to enter into a business relationship, and that each has already relied on this waiver in entering into this Warranty. Each party warrants and represents that it has reviewed these waivers with its legal counsel, and that it knowingly and voluntarily agrees to each such waiver following consultation therewith.

WARRANTY ACTIVATION

In order to segregate and maintain for the extended period of time covered by the warranty, the records and lot samples necessary to enable Manufacturer to trace the various components manufactured for any defects alleged, Manufacturer requires that the owner, within 90 days from the date the warranty is signed by Manufacturer, must indicate the desire to be covered hereunder, and activate it by a dated execution in the space provided herein and by mailing such executed copy to seller via registered or certified mail, return receipt requested. It is a condition precedent to the filing of a claim under this warranty that buyer prove compliance with this requirement. Mail executed copy of warranty to: NCI Group, Inc. Warranty Dept.; 14031 W. Hardy; Houston, TX 77060

Building Owner _____ City of Wenatchee _____ Manufacturer Job/Work Order #'(s) 4146590, 3976416, 4008737, 3955692, 4018679, 4007172, 3985119, 3985101, 3979261, 3972411, 3972405, 4116043

Project Name & Location Wenatchee WWTP - 201 N. Worthen Street, Wenatchee, WA 98801

Type of Roof Covering SuperLok Roof Pitch 3:12

Amount of Material (square feet) 2,991 sq ft Date of Substantial Completion 10/09/13

Building End Use Offices

Approval Drawings:	SHEET #	ISSUE DATE	REVISION	REVISION DATE

Roofing Contractor: Apollo, Inc. Owner: _____

By: [Signature] (Signature) By: _____ (Signature)

Title: Vice President Title: _____

Roof Manufacturer

By: [Signature]
 Title: General Manager of Technical Services
 Date: October 9, 2013