

# 07 50 36 - TOTAL ROOFING SYSTEM WARRANTY

## State of Tennessee

_____	_____	_____
SBC Project Number	Warranty Period (Years)	Warranty Number
_____		
Institution (Owner) Campus, Building and address		
_____		
Roofing System Manufacturer ("Manufacturer") and address		
_____	_____	_____
Roofing System Manufacturer Contact	Phone	email
_____		
Manufacturer Authorized Roofing Applicator ("Roofing Contractor");, and address		
_____	_____	
Designer	General Contractor (if different from applicator above)	

**The Roofing System Manufacturer, (Manufacturer) warrants to the State of Tennessee, Institution identified above (Owner) of the above building, that subject to the Terms, Conditions, and Limitations stated in this no dollar limit (NDL) warranty, the Manufacturer will repair any leak in the Total Roofing System installed by a Manufacturer authorized roofing applicator (Roofing Contractor) for a period stated above commencing with the date of Substantial Completion. The Manufacturer will repair or replace system defects or failures.**

**THE TOTAL ROOFING SYSTEM COMPONENTS are defined as the following; all materials as manufactured or authorized by the Manufacturer: including, but not limited to: membrane, flashings, counterflashings, adhesives and sealants, insulation, cover boards, fasteners, fastener plates, fastening bars, metal work, insulation adhesives, and any other products utilized in this installation. (Note below additional materials or exceptions from above):**

\_\_\_\_\_  
\_\_\_\_\_  
**THE ROOFING CONTRACTOR CERTIFIES that the Total Roofing System was installed in strict accordance with the Manufacturer's recommendations utilizing only the Manufacturer's authorized products to install the Total Roofing System and that all products were protected while in their possession prior to installation and had no moisture or water trapped in the Total Roofing System. The Roofing Contractor certifies that all necessary steps were taken to ensure that all conditions were met for the issuance of The Total Roofing System Warranty by the Manufacturer.**

_____	_____	
Roofing Contractor	Authorized Signature	
_____	_____	_____
Print or Type Name	Title	Date

**THE MANUFACTURER WARRANTS that if it cannot supply a specified product for inclusion in a Total Roofing System Warranty, the Roofing Contractor must obtain prior written approval from the Manufacturer for all products not supplied by the Manufacturer to be incorporated in the Total Roofing System Warranty. The Manufacturer will issue a Total Roofing System Warranty. In addition to a final inspection of the completed installation by the Manufacturer, the Manufacturer is also entitled to supplement their final field inspection with the Roofing Contractors above certification. There will be NO exceptions or exclusions to the Total Roofing System Warranty based upon products used or installation issues by the authorized Roofing Contractor, provided all materials installed are provided or authorized by the Roofing System Manufacturer.**

_____	_____	
Manufacturer	Authorized Signature	
_____	_____	_____
Print or Type Name	Title	Date

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## ROOFING SYSTEM INFORMATION

New Roof     Reroof

\_\_\_\_\_  
Warranty Number

\_\_\_\_\_  
Area of Roof Installed (SF)

\_\_\_\_\_  
Date of Substantial Completion

\_\_\_\_\_  
Date of Warranty Expiration

### TOTAL ROOFING SYSTEM COMPONENTS – list all that apply:

\_\_\_\_\_  
Type of Roof deck(s)

\_\_\_\_\_  
Type of metal flashing / trim / coping, etc.

\_\_\_\_\_  
Type of vapor barrier

\_\_\_\_\_  
Type of air barrier

\_\_\_\_\_  
Type and thickness of flat insulation

\_\_\_\_\_  
Method of attachment

\_\_\_\_\_  
Type and slope of tapered insulation

\_\_\_\_\_  
Method of attachment

\_\_\_\_\_  
Type of recovery board

\_\_\_\_\_  
Method of attachment

\_\_\_\_\_  
Type of flashing

\_\_\_\_\_  
Method of attachment

\_\_\_\_\_  
Membrane type and color

### MANUFACTURER'S MEMBRANE INFORMATION

List manufacturer's roll identification for ALL rolls of used: If additional space is needed, attach additional sheet

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

### MANUFACTURER FINAL INSPECTION performed by:

\_\_\_\_\_  
Print or type name and title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Designer Representative present for Final Inspection:

\_\_\_\_\_  
Print or type name and title

Owner Representative present for Final Inspection: (when practical)

\_\_\_\_\_  
Print or type name and title

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### TERMS, CONDITIONS, AND LIMITATIONS

\_\_\_\_\_  
Warranty Number

1. Owner shall provide the Manufacturer with written notice within thirty (30) days of the discovery of any leak(s) in the roof system.
2. The Manufacturer shall within fourteen (14) calendar days, commencing with receipt of written notice from the Owner, inspect the roofing system in the presence of the Owner's representative (when practical) and if the cause(s) of the leak(s) is found the responsibility of the Manufacturer under this warranty, promptly make or cause to be made, the repair(s) or replacements(s) necessary to return the roofing system to the condition which is watertight and remediate moisture. All repair expenses incurred in connection herewith will be the responsibility of and borne by the Manufacturer.
3. If upon joint inspection by the Manufacturer and the Owner's representative of the roofing system as provided in Paragraph 2, the cause(s) of any leak(s) is found not the responsibility of the Manufacturer under this warranty, the Manufacturer will immediately advise the Owner of the type and extent of repair(s) required to be made at the Owner's expense and if such repair(s) be promptly and reasonably made by the Manufacturer, this warranty will remain in effect for the unexpired portion of the warranty period; otherwise, this warranty will become null and void with respect to the area(s) or item(s) affected.
4. In the event the Manufacturer and Owner disagree as to the cause(s) and responsibility of the leak(s), then the Owner, without prejudice to any other remedy Owner may have, may make repair(s) of any leak(s) in accordance with Manufacturer recommendations if timely made available. Such action by the Owner shall not constitute a violation of this warranty. The Owner reserves the right to pursue reimbursement from the Manufacturer for all cost(s) and expense(s) of such repair(s), subject to the Manufacturer's responsibility under this warranty. If it is determined that the Manufacturer has no responsibility for the leak(s) under this warranty, the Owner will reimburse the Manufacturer for direct expenses encountered for trips requested by the Owner after the initial inspection.
5. In the event an emergency condition arises where, in the reasonable opinion of the Owner immediate reasonable repair(s) are necessary to avoid substantial damage to the building or its contents and the Manufacturer advises the Owner in writing of its inability, for reasons beyond its control, to inspect and repair the roof system as necessary within fourteen (14) days of written notification from the Owner, then the Owner may make such temporary repair(s) as in the opinion of the Owner are essential and necessary and such action by the Owner shall not constitute a violation of this warranty. In these circumstances, the Manufacturer shall reimburse the Owner for all reasonable costs and expenses of such temporary repair(s) subject to the Manufacturer's responsibility under this warranty.
6. In the event the Manufacturer fails to respond to written notification of known or suspected leak(s) as provided in Paragraph 2, the Owner may, after fourteen (14) days following receipt by the Manufacturer of an additional written notice and without prejudice to any other remedy he may have, make permanent repair(s) of any leak(s) and recover all reasonable costs and expenses of such repair(s) from the Manufacturer. The Manufacturer will, upon demand by the Owner, promptly reimburse the Owner these reasonable repair costs and expenses. Such action by the Owner shall in no way negate the responsibilities of the Manufacturer under this warranty for the unexpired portion of the warranty period.
7. Except as provided in Paragraphs 4, 5 & 6, any alterations of the roofing system after completion and acceptance including the placement of fixtures, utilities and equipment on or through the roof or additions thereto, will render this warranty null and void with respect to the area(s) or item(s) affected unless prior written authorization of such alterations of the roof system or additions thereto is given by the Manufacturer. Such authorization will not be unreasonably withheld.
8. This warranty shall not be applicable to the extent the roofing system sustains damage(s) by any of the following:
  - (a) Acts of God and natural disasters, including but not limited to lightning, hurricanes, tornadoes, and earthquakes, winds of (3 second) peak gust speeds of 72 MPH or higher (determined by the nearest US Weather Station measured at 10 meters above ground or at the given address if reliable pinpoint wind data is available for the address), hail with a diameter greater than two inches;
  - (b) Acts of negligence (whether of omission or commission), fire, accidents, or misuse, including but not limited to vandalism, civil disobedience, or acts of war, provided same are not caused by the Manufacturer and/or the Contractor.
  - (c) Failure by the Owner to use reasonable care in maintaining the roof and appurtenances, provided same caused the leak(s) or item(s) affected; or,
  - (d) For built-up and modified bitumen roofs: A roof design or specification authorized by the Owner with less than 1/8" per foot slope for drainage.
  - (e) Building design issues that affect the performance of the Total Roofing System.
9. When the roof system has been damaged by any of the foregoing causes, repair(s) shall be at the Owner's expense and such repair(s) shall be made as provided in Paragraph 3; otherwise, this warranty will become null and void with respect to the area(s) or item(s) affected.

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**10.** Until such time as the third year of this warranty has expired, the Manufacturer's obligations hereunder shall be joint and several with the Contractor. For the purpose of this paragraph, all of the Contractor's actions, whether of omission or commission, that are subject to this warranty are likewise the actions of the Manufacturer hereunder and shall in no way negate or reduce the responsibilities of the Manufacturer under this warranty.

**11.** As part of the repair of leaks, the Manufacturer shall replace roof insulation included in the this warranty that become damaged as a result of a roof leak, provided the roof leak is not excluded under the Terms, Conditions, and Limitations set forth in this warranty. The replacement of damaged roof insulation shall be limited to those boards that have lost the structural integrity necessary to support and restrain the System when it is subjected to dynamic loads such as typical roof service traffic, winds up to 72 mph, hail up to two inches in diameter, and periodic accumulations of water, snow, or ice. In the event that roof insulation is damaged as a result of a roof leak excluded under the Terms, Conditions and Limitations set forth in this warranty, the Manufacturer will advise the Owner of the type and extent of insulation and recovery board replacement to be made at the Owner's expense. Failure by the Owner to properly make these repairs in a reasonable manner using a Manufacturer licensed applicator and within a reasonable period of time shall render this Warranty null and void in the area of the damage. Neither the Manufacturer nor the Owner shall have any obligation to replace roof insulation and recovery board if the area affected by the leak is less than fifty (50) square feet.

**12.** The Manufacturer certifies that it:

- (a) Manufacturers or purchases products for the purpose of designing, developing, and marketing a roof system;
- (b) Provides recommendations, specifications, and details for the roofing system materials and installation;
- (c) Trains and authorizes Roofing Contractors;
- (d) Provides technical assistance to Roofing Contractors;
- (e) Approves or prepares shop drawings; and,
- (f) Provides a technical representative employed by the Manufacturer for the final inspection, and to all inspections required by this warranty.

**13.** During the period of this warranty, the Manufacturer, its agents or employees, will have free access to the roof during regular business hours of the Owner.

**14.** Owner shall be responsible for the costs associated with the removal and replacement, as well as any damage caused by the removal and replacement of any overburden, super strata, or overlays, either permanent or temporary, excluding accepted stone ballast or pavers, as necessary to expose the system for inspection and/or repair.

**15.** Alterations or repairs to the System that are not completed in accordance with Manufacturer's published specifications, not completed by an authorized contractor, and/or where current notification procedures were not followed are excluded and this warranty will become null and void with respect to the area(s) or item(s) affected.

**16.** For a 30 year single ply membrane roof system, the Total Roofing System Warranty shall cover the proper repair of leaks caused by unintentional, accidental and occasional puncture damage to the membrane as a result of normal rooftop inspection, maintenance or service; however, it does not cover damage caused by snow removal or damage caused by other trades during construction. There shall be no man hour limitation per year on accidental puncture repairs covered by this provision of the warranty. Resulting wet insulation shall be treated as set forth in Paragraph 11 above.

## TOTAL ROOFING SYSTEM MANUFACTURER

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Roofing System Manufacturer name

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Authorized Signature & Date

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Print or Type Name & Title