

**SECTION 01 78 36**  
**TOTAL ROOFING SYSTEM WARRANTY**  
The University of Tennessee

\_\_\_\_\_  
SBC Project Number:

\_\_\_\_\_  
Warranty Period (Years):

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

\_\_\_\_\_  
Building, Campus and Address

\_\_\_\_\_  
Roofing System Manufacturer & Address

\_\_\_\_\_  
Contact

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email

\_\_\_\_\_  
Manufacturer Authorized Roofing Applicator

\_\_\_\_\_  
Designer

\_\_\_\_\_  
Contractor (if applicable)

**The Roofing System Manufacturer, (Manufacturer) warrants to the University of Tennessee (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. (Strike out materials not included and add other materials included as required):**

**THE ROOFING CONTRACTOR CERTIFIES that the Total Roof System was installed in strict accordance with the Manufacturer's recommendations utilizing only the Manufacturer's authorized products to install the Total Roof System and that all products were protected while in their possession prior to installation and had no moisture or water trapped in the Total Roof 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



## 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 roofing 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 to remediate moisture. All repair expenses incurred in connection herewith will be the responsibility of and borne by the Manufacturer.
3. If upon joint inspection(when practical) 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) are promptly and reasonably made by the Manufacturer, or an authorized contractor of 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 repair(s) are necessary to avoid substantial damage to the building or its contents, or if the Manufacturer advises the Owner in writing of its inability, for reasons beyond its control, to inspect and repair the roofing 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 owner 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.

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**9.** When the roofing 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.

**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 roofing system leak, provided the roofing system 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 roofing 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 roofing system 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 roofing system;
- (b) Provides recommendations, specifications, and details for 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 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 for the purpose of roofing system inspections.

**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, that are not a part of the installed roofing system, either permanent or temporary, excluding accepted stone ballast or pavers, as necessary to expose the roofing system for inspection and/or repair.

**15.** Except as set within this warranty, alterations or repairs to the roofing 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 not warranted 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, this 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**

\_\_\_\_\_  
Roofing System Manufacturer name

\_\_\_\_\_  
Authorized Signature & Date

\_\_\_\_\_  
Print or Type Name & Title

### **01 78 36 ROOFING SYSTEM WARRANTY**