

Instructions: *The Consultant should include the Appendix A below at the end of the roof membrane specification Section. The Consultant shall be responsible for cross-referencing the Appendix in the appropriate paragraphs of the applicable specification sections. The specification shall include a requirement that, prior to the commencement of roof work, the Manufacturer shall submit to DASNY an unconditional certification that the Roofing Manufacturer will sign and deliver the Warranty and Maintenance Agreement after the roof installation is complete.*

**APPENDIX A
WARRANTY AND MAINTENANCE AGREEMENT
TOTAL ROOF SYSTEM WARRANTY**

Warranty #: _____ **Square Footage:** _____

DASNY JDE #: _____

Building Name: _____

Facility: _____

Warranty Period: (25) Twenty-Five years Beginning MM/DD/YYYY

Roofing Contractor & Contact: _____

Roofing Contractor Address: _____

Roofing Contractor Telephone: _____

Roofing Contractor Fax: _____

Roofing Contractor Email Address: _____

Roofing Manufacturer & Contact: _____

Roofing Manufacturer Address: _____

Roofing Manufacturer Telephone: _____

Roofing Manufacturer Fax: _____

Roofing Manufacturer Email Address: _____

Facility Contact: _____

Facility Address: _____

Facility Telephone: _____

Facility Fax: _____

Facility Email Address: _____



TERMS, CONDITIONS AND LIMITATIONS

- A. Upon completion of the Roofing System and as a condition of its acceptance, deliver to the Facility two (2) copies of this "Warranty and Maintenance Agreement", signed by the Contractor and the Roofing Manufacturer. This is a total system warranty, covering all roofing components provided by the Contractor or Roofing Manufacturer, including, but not limited to, membrane, fasteners, asphalt, insulation, insulation adhesive, cover board, membrane flashing, metal coping, metal cap flashing, reflective coating(s), liquid flashings and/or gravel stop assemblies
- B. Upon execution of this document, the undersigned Contractor hereby proposes and agrees, for a period of two (2) years after final acceptance of the roof, to make immediate repairs as required to stop leaks or correct defects in the roofing system. Said repairs shall be made within seventy-two (72) hours of the receipt of a notice from the Facility by telephone, fax, email or letter. Subject to provisions established in Paragraph E below, the Contractor further agrees to make such repairs without reference to or consideration of the cause or nature of such leaks or defects. (See Section I below for additional requirements.)
- C. Upon execution of this document, the undersigned Roofing Manufacturer hereby proposes and agrees, for a period of **twenty five (25) years** after final acceptance of the roof, to make immediate repairs as required to stop leaks or correct defects in the roofing system. Said repairs shall be made within seventy-two (72) hours of the receipt of a notice from the Facility by telephone, fax, email or letter. Subject to provisions established in Paragraph E below, the Roofing Manufacturer further agrees to make such repairs without reference to or consideration of the cause or nature of such leaks or defects.
- D. Five (5) consecutive annual inspections, commencing one (1) year after acceptance of the roof by the Facility, shall be made by the manufacturer of the roofing system. The Roofing Manufacturer shall be responsible for contacting the Facility and scheduling the annual inspections. The Roofing Manufacturer shall submit a written report, within ten (10) days of the inspection, to the Facility, which shall include, but not be limited to, any indication of damage, deterioration, unusual wear, weathering effects, or no apparent defects at all. Further, the Roofing Manufacturer shall arrange and pay for the immediate repairs needed to stop any potential leaks or correct any defects discovered during the annual inspections, subject to provisions established in Paragraph E below.
- E. Repairs required within the stated period will be provided without cost to the Facility, except that repairs required consequent to an Act of God, natural disasters (including, but not limited to: lightning, fire, insect infestations, earthquake, tornado, hail, hurricanes or mold), abuse, alteration, building design error, architectural error, or failure of the substrata or supporting structure (other than caused by defects in the roofing system) will be paid for by the Facility upon completion of the repair in each instance. Any determination on whether the repairs are the Facility's responsibility will be made and paid for by an independent third party, selected by the Facility.
- F. Repairs that are the Facility's responsibility to pay shall be invoiced to the Facility at the prevailing wage rates, and shall include an itemized breakdown of quantities plus unit cost for labor and materials, and shall include not more than twenty (20) percent markup for overhead and profit.

- G. Unless otherwise specified, the roofing system shall be warranted against failure due to wind speeds up to and including seventy-two (72) miles per hour, regardless of building height, as measured at the closest office of the National Weather Service.

- H. This Warranty and Maintenance Agreement, and the enforcement of its provisions, shall not deprive the Facility of any action, right, or remedy otherwise available to the

- I. The Contractor shall, as principal, furnish to the Facility as obligee before final payment a surety bond guaranteeing the installation of the total roofing system, including all membrane, fasteners, asphalt, insulation, insulation adhesive, cover board, membrane flashing, metal coping, metal cap flashing and/or gravel stop assemblies installed in connection with the same, is free from defects as to the materials and workmanship and leaks and damage as a result of leaking. Guarantee shall be for a period of two (2) years from the date of final acceptance of the roof. Said bond shall be in the amount of fifty (50) percent of the cost of the roof system installation and associated removals as determined by the DASNY from a detailed estimate or other information available. The Roofing Manufacturer shall have no obligation under this paragraph.

ROOFING CONTRACTOR
By: _____

ROOFINGMANUFACTURER
By: _____

Authorized Signature _____

Authorized Signature _____

Title _____

Title _____

Date _____

Date _____

-END-