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.

APPENDIX A

**WARRANTY AND MAINTENANCE AGREEMENT**

**TOTAL ROOF SYSTEM WARRANTY**

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

**DASNY JDE #:**

**Building Name:**

**Facility:**

**Warranty Period:** Twenty years Beginning MM/DD/YYYY

### Roofing Contractor & Contact:

### Roofing Contractor Address:

### Roofing Contractor Telephone – Fax:

### Roofing Contractor Email Address:

### Roofing Manufacturer & Contact:

### Roofing Manufacturer Address:

### Roofing Manufacturer Telephone – Fax:

### Roofing Manufacturer Email Address:

# TERMS, CONDITIONS AND LIMITATIONS

1. Upon completion of the Roofing System and as a condition of its acceptance, deliver to the Owner two (2) copies of the following "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 and/or gravel stop assemblies.
2. 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 Owner 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 Surety Bond section below for additional requirements.)
3. Upon execution of this document, the undersigned Roofing Manufacturer hereby proposes and agrees, for a period of twenty (20) 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 Owner 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.
4. Five (5) consecutive annual inspections, commencing one (1) year after acceptance of the work by the Owner, shall be made by the Manufacturer of the roofing system. The Manufacturer shall be responsible for contacting the Owner and scheduling the annual inspections. The Manufacturer shall submit a written report, within ten (10) days of the inspection, to the Owner, 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 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.
5. Repairs required within the stated period will be provided without cost to the Owner, except that repairs required consequent to an Act of God, abuse, alteration, or failure of the substrata or supporting structure (other than caused by defects in the roofing system) will be paid for by the Owner upon completion of the repair in each instance. Any determination on whether the repairs are the Owner's responsibility will be made by an independent third party.
6. Repairs that are the Owner's responsibility to pay shall be invoiced to the Owner 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.
7. 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.
8. This Warranty and Maintenance Agreement, and the enforcement of its provisions, shall not deprive the Owner of any action, right, or remedy otherwise available to them.

## SURETY BOND

The Contractor shall, as principal, furnish to the Owner 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 same, free from defects as to the materials, workmanship, 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 original bid amount (roof system installation and associated removals) as determined by the Owner from a detailed estimate or other information available.

ROOFING CONTRACTOR ROOFING MANUFACTURER

By: By:

Authorized Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Authorized Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title Title