

SECTION 01 78 39
20 YEAR TOTAL METAL ROOFING SYSTEM WARRANTY
State of Tennessee

SBC Project Number:

Warranty Number:

Building, Campus and Address

Roofing System Manufacturer ("Manufacturer") Name & Address

Contact

Phone

Email

Manufacturer Authorized Roofing Applicator ("Applicator")

Designer

Contractor ("Contractor") (if applicable)

Manufacturer, Applicator and Contractor (if applicable) (collectively, the "Roof Parties") jointly and severally warrants to the State of Tennessee (Owner), the owner of the above building, that subject to the Terms, Conditions, and Limitations stated in this no dollar limit (NDL) warranty, the Roof Parties will repair any leak in the Total Metal Roofing System(the system) installed by Applicator, a Manufacturer authorized roofing applicator, that is found to be attributed to faulty workmanship or substandard roofing materials, for a period of 20 years commencing with the date of Substantial Completion. The Roof Parties will repair, or replace System defects or failures during this 20 year warranty period for all System components covered under this warranty. During the warranty period, Owner shall compensate the applicable Roof Parties, for remediation of all defects and/or leaks found within the System, that have been determined to not be the responsibility of one of the Roof Parties.

THE SYSTEM COMPONENTS are defined as the following; all materials as manufactured or authorized by the Manufacturer to be included in the System, including but not limited to: metal roof panels, finish, fasteners, clips, roof penetration flashing and curbs, ridge vents, and underlayments. (Strike out materials not included and add other materials included as required):

THE CONTRACTOR/APPLICATOR CERTIFIES that the System was installed in strict accordance with the Manufacturer's recommendations utilizing only the Manufacturer's authorized products to install the System and that all products were protected while in their possession prior to installation and had no moisture or water trapped in the System. For all products not supplied by the Manufacturer, that would be considered a part of, or having an effect on, the Total Metal Roofing System, The Contractor/Applicator shall obtain prior written approval from the Manufacturer for such products for inclusion in this warranty, prior to their installation. The Contractor/Applicator certifies that all necessary steps were taken to ensure that all conditions were met for the issuance of The Total Metal 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 Metal Roofing System Warranty, it shall provide prior written approval for all products not supplied by the Manufacturer to be incorporated in the System and covered by this Total Metal 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 Contractor's/Applicator's above certification. The Manufacturer warrants that there will be NO exceptions or exclusions to the Total Metal Roofing System Warranty based upon products used by or installation issues by the authorized Contractor/Applicator.

Manufacturer

Authorized Signature

Print or Type Name

Title

Date

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TOTAL METAL ROOFING SYSTEM INFORMATION

New Roof Reroof

Warranty Number: _____

Area of roof installed (SF): _____

Date of Substantial Completion _____

Date of Warranty Expiration: _____

METAL ROOF SYSTEM COMPONENTS – list all that apply

| | | | |
|---|--|----------------------|--|
| Type of roof deck(s) - | | | |
| Type of metal roof panel - | | | |
| Finish - | | | |
| Type of metal flashing/trim/coping etc. | | Method of attachment | |
| Type of fasteners - | | | |
| Type of vapor barrier - | | | |
| Type of underlayment - | | | |
| Type of air barrier - | | | |
| Type of clips - | | | |
| Type of ridge vent - | | | |
| Roof slope - | | | |

MANUFACTURER FINAL INSPECTION performed by:

 Print or Type Name & Title Date Signature

Designer Representative present for Final Inspection:

 Print or Type Name & Title

Owner Representative present for Final Inspection: (when practical)

 Print or Type Name & Title

Note: Complete this page for each panel type, roof slope, etc., used on this project.

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. The Owner, within this 14 day period, or after, shall have the discretion to provide any temporary repairs needed, and that such temporary repairs have been approved by the Manufacturer. 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's approval, 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 has the discretion to make such temporary repair(s) as in the opinion of the Owner are essential and necessary, and that such temporary repair has been approved by the Manufacturer, 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, as long as these permanent repairs have been approved by 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 in excess of 72 mph. (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, including damage caused by snow removal or damage caused by other trades during construction; or,
 - (d) Building design issues that affect the performance of the System.

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9. When the 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. The Manufacturer certifies that it:

- (a) Manufacturers or purchases products for the purpose of designing, developing, and marketing a metal roofing system;
- (b) Provides recommendations, specifications, and details for metal roofing system materials and installation;
- (c) Trains and authorizes Metal Roofing Contractors;
- (d) Provides technical assistance to Metal 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.

12. 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.

13. 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.

TOTAL METAL ROOFING SYSTEM MANUFACTURER

Metal Roofing System Manufacturer Name

Authorized Signature & Date

Print or Type Name & Title

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