



## CONTRACTOR ROOFING WARRANTY

WHEREAS \_\_\_\_\_

Of  
(Address) \_\_\_\_\_ (Phone) \_\_\_\_\_

Herein called the "Roofing Contractor", has performed roofing and associated ("work") on the following project:

Owner: State of Utah

Agency: \_\_\_\_\_

Name of Building: \_\_\_\_\_ DFCM Project Number \_\_\_\_\_

Address: \_\_\_\_\_

Area of Work: \_\_\_\_\_ Date of Acceptance: \_\_\_\_\_

Warranty Period: Five (5) years Date of Expiration: \_\_\_\_\_

AND WHEREAS Roofing Contractor has contracted (either directly with Owner or indirectly as a subcontractor) to warrant said work against leaks and faulty or defective materials and workmanship for designated Warranty Period.

NOW THEREFORE Roofing Contractor hereby warrants, subject to terms and conditions herein set forth, that during Warranty Period he will at his own cost and expense, make or cause to be made such repairs to or replacements of said work as are necessary to correct faulty and defective work, and as are necessary to maintain said work in watertight condition. In addition to making the work watertight, the Roofing Contractor shall remove and/or repair blisters, ridges, flashings, splits and other irregularities which in the opinion of the Roofing Manufacturer's technical representative do not conform to acceptable roofing practices and conditions. These repairs shall be made prior to expiration of the five (5) year Warranty Period and to the satisfaction of the Roofing Manufacturer's technical representative.

This Warranty is made subject to the following terms and conditions:

1. Specifically excluded from this Warranty are damages to work and other parts of the building, and to building contents, caused by: a) lightning, windstorm; b) fire; c) failure of roofing system substrate including cracking settlement, excessive deflection, deterioration, and decomposition; d) faulty construction of parapet walls, copings, chimneys, skylights, vents, and equipment supports, not part of contractors work and e) activity on roofing by others including construction contractors, maintenance personnel, other persons, and animals whether authorized or unauthorized by Owner,

When work has been damages by any of foregoing causes, Warranty shall be null and void until such damage has been repaired by Roofing Contractor, and until cost and expense thereof has been paid by Owner or by another responsible party so designated.

- 2 The Roofing Contractor is responsible for damage to work covered by this Warranty, but is not liable for consequential damages to building or building contents, resulting from leaks or faults or defects of work.
- 3 During Warranty Period, if Owner allows alteration of work by anyone other than Roofing Contractor, including cutting, patching and maintenance in connection with penetrations, attachment of other work, and positioning of anything on roof, this Warranty shall become null and void upon date of said alterations, but only to extent said alterations affect work covered by this Warranty. If Owner engages Roofing Contractor to perform said alterations, Warranty shall not become null and void, unless Roofing Contractor, prior to proceeding with said work, shall claim that said alterations would damage or deteriorate work, thereby reasonably justifying a limitation or termination of this warranty.
- 4 During Warranty Period, if original use of roof is changed and it becomes used for, but was not originally specified for, a promenade, work deck, spray cooled surface, flooded basin, or other use or service more severe than originally specified, this Warranty shall become null and void upon date of said change, but only to extent said change affects work covered by this Warranty.
- 5 The Owner shall promptly notify Roofing Contractor of observed, known or suspected leaks, defect or deterioration, and shall afford reasonable opportunity for Roofing Contractor to inspect work, and to examine evidence of such leaks, defects or deterioration.

6 This Warranty is recognized to be the only Warranty of Roofing Contractor on said work, and is in addition to the Roofing Warranty furnished by the Roofing Manufacturer, and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to him in cases of roofing failure. Specifically, this Warranty shall no operate to relieve Roofing. Contractor of responsibility for performance of original work in accordance with requirements of the Contract Documents, regardless of whether Contract was a contract directly with Owner or a subcontract with Owners General Contractor.

IN WITNESS THEREOF, this instrument has been dully executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Cosigned by General Contractor by:

\_\_\_\_\_  
(General Contractor) (Roofing Contractor)

\_\_\_\_\_  
(Business Address) (Business Address)

\_\_\_\_\_  
(Signature) (Signature)

\_\_\_\_\_  
(Title) (Title)

## **DFCM Roofing Design Requirements**

### **Contractor Requirements**

- 1- Contractor must have Five (5) years experience as a roofing contractor.
- 2- Contractor must have Five (5) years experience with the specified product.
- 3- Contractor must be a Manufacture certified installer of roofing system to be installed.
- 4- Contractor must document continuing education for the foreman that will daily oversee the work on the roofing system. A minimum of 12 hours per year is required.
- 5- On site foreman must be able to clearly communicate with building owner/occupants.
- 6- Contractor will provide a 24 hour emergency phone number to project manager and agency contact person.
- 7- Contractor must be legally licensed to perform roofing work in the State of Utah and carry liability insurance as required by State of Utah law.
- 8- Contractor must be willing to sign and agree to the terms of the DFCM 5-year contractor roofing warranty.

### **Low Slope Manufacture Requirements**

- 1- Manufacture must be listed in NRCA's low slope roofing materials guide.
- 2- Manufacture must have a 10-year successful history as a roofing manufacture.
- 3- Manufacture must show documented proof of how they plan to meet warranty obligations. Must be provided in contractor's submittal package.
- 4- Manufactures must agree to and be willing to sign the appropriate State of Utah (DFCM) manufactures warranty for the roof system. The DFCM warranty not the manufactures standard warranty will be required at project completion.
- 5- Manufacture must have a certified installer/contractor program. This program must include continuing education for the contractor.
- 6- Contractor must submit a pre-installation noticed from manufacture prior to start of any work. This will include confirmation that the membrane and all accessories being used meet requirements of specification. This will also include confirmation that the scope of work is in accordance with published technical data as per manufacture. This also includes confirmation that a warranty has been requested and will be issued on the DFCM manufacture warranty form at the completion of roofing. This document must be included in contractor's submittal package.
- 7- Manufacture will provide at no additional cost to owner, start up meeting, progress inspections and a final warranty inspection at project completion by a full time technical representative. Manufacture required inspections should be listed in specifications. All inspections will be scheduled by project architect.
- 8- Any portion of specification that does not meet manufacture requirements will be installed per manufacture requirements at no additional cost to owner. Any

portion of the specification that exceeds the manufacture minimum requirements will be installed according to specifications not manufacture minimum requirements

9- Manufacture must have a history of meeting Warranty obligations.

10- Manufacture is required to release all inspection reports concerning warranted roof system to the contractor to submit to project architect.

## **Low Slope Roofing**

### General Requirements for all low slope roofing systems (New and Replacement)

1- Energy efficient roof design using energy star rated products should be used on roofs. Exception can be taken when Built Up Roofing or EPDM is requested and justified, energy efficient design should still be considered when using these systems.

2- Minimum Manufactures Warranty period should be 20 years on appropriate DFCM roofing Warranty.

3- Minimum Contractor workmanship Warranty period should be 5 years on DFCM contractor Warranty.

4- A DFCM history record is required on all roofing systems (Contractors responsibility).

5- Minimum flashing height requirements are 8" for all mechanical, skylights, wall flashings or any other item that extends above the roof line. This is a minimum flashing height, windows or other such items should be well above 8" above the roof line.

6- All mechanical equipment is required to be set on a roof curb attached to the roof deck. No equipment should sit on insulation.

7- All metal associated with the roof should be 24 gauge, color clad, using standing seam joints where possible. Follow SMACNA guidelines for all metal work. All cap and edge metal should utilize a continuous clip on the outside edge.

8- Only mechanically fastened or fully adhered systems should be used. No ballasted systems will be allowed on single ply roof systems.

9- No concrete walkway pads are allowed on roof system.

10- Pre-manufactured accessories are required for all pipe flashings, inside and outside corners and any other location pre-manufactured accessories are available.

11- Guidelines of the NRCA, SMACNA, UL and SPRI should be followed when designing roof system and specific details.

12- Where manufacturer's standards show one or more possible approaches for compliance to the standard, provide the most stringent approach.

13- Eliminate conflict between roof penetrations, Provide 18" access for installing roofing components.

14- Provide reasonable access to all roof levels for maintenance personnel.

Reasonable access is considered to be roof hatches, mounted ladders or door access. Portable ladder access is only considered reasonable on single story roof levels.

- 15- Determine the need for vapor retarder based on dew point calculations, and facility use.
- 16- Design for 90 m.p.h. minimum wind speed. Refer to local wind speed maps for other wind speed design requirements.
- 17- The DFCM roofing program manager should review roofing specifications prior to bid.
- 18- The DFCM roofing program manager should be included in roofing pre-construction meeting and final inspection of roof system.
- 19- The DFCM Roofing program manager should review and approve any variance from that listed above.

### **Roof Replacements**

- 1- Evaluate the feasibility of using existing insulation, sheet metal and other existing roof system components if they are in like new condition and will not have an adverse effect on the new roof system.
- 2- Existing roof membrane should be removed.
- 3- Existing slope should be evaluated and slope added with insulation to improve drainage as conditions allow.
- 4- Roof diaphragm should be evaluated to determine whether the diaphragm needs to be upgraded to meet current seismic requirements.
- 5- Roof deck structure should be evaluated to determine the existing dead and live load capacity.
- 6- Existing roof top equipment should be evaluated and abandoned roof top equipment removed.

### **Insulation Requirements**

- 1- Insulation should always be installed in a minimum of two layers with joints staggered in both directions.
- 2- All insulation stored on project site should be covered to protect from UV and water. The factory wrap is not an acceptable cover material.

### **Membrane Requirements**

#### **PVC – Polyvinyl Chloride**

- 1- Must meet or exceed ASTM D 4434
- 2- Membrane must be Energy Star Rated.
- 3- Only sheets with stable or low-migrating plasticizers will be acceptable.
- 4- 10-year minimum performance history on membrane. Minor formulation changes are acceptable as long as the membrane has a successful history.
- 5- Membrane must be manufactured with low-wicking scrim.

- 6- Only balanced sheets will be acceptable. Scrim must be near center of membrane with no less than 20 mils polymer above scrim.
- 7- Thickness: 60 mil (57mil minimum) polymer thickness not over all thickness. Polymer should be measured between scrim.
- 8- Must meet or exceed ASTM D 4434 for linear dimensional change and for heat aging.
- 9- Must meet or exceed ASTM D 5635 for dynamic impact resistance.
- 10- Must meet or exceed ASTM D 2136 for low temperature flexibility.



## WARRANTY FOR SINGLE PLY ROOFING

WHERE AS, \_\_\_\_\_ (manufacture name), a corporation whose address is,

\_\_\_\_\_

hereinafter called the Manufacturer, has manufactured and sold and caused to have applied, pursuant to the specifications and inspection, the necessary roofing materials to construct a PVC, TPO, EPDM or other single ply roof of approximately \_\_\_\_\_ square feet and associated roof flashing of approximately \_\_\_\_\_ linear feet on the building described below:

OWNER: STATE OF UTAH

DFCM PROJECT NO: \_\_\_\_\_

BUILDING NAME : \_\_\_\_\_

LOCATION: \_\_\_\_\_

DATE OF ACCEPTANCE OF ROOFING: \_\_\_\_\_

MANUFACTURE ADDRESS: \_\_\_\_\_

MANUFACTURER'S WARRANTY NO: \_\_\_\_\_

PHONE NUMBER FOR WARRANTY SERVICE: \_\_\_\_\_

ROOFING CONTRACTOR NAME: \_\_\_\_\_

ROOFING CONTRACTOR ADDRESS: \_\_\_\_\_

AND WHEREAS, by careful examination of said roof by the Manufacturer's representative, it has been determined that roofing materials have been applied in conformance with Manufacturer's specifications.

AND WHEREAS, Manufacturer represents and wishes to warranty, subject to the limits stated herein, that its roofing when so applied is effectively watertight for a period of twenty (20) years despite normal wear and tear by the elements, as well as guaranteeing it against defects in workmanship or materials.

NOW THEREFORE, said Manufacturer warranties to the said Owner that, as set forth below, during a period of twenty (20) years from the date of acceptance of said single-ply roofing described above, Manufacturer will at its own expense, make or cause to be made, any repairs that may be necessary, as a result of defects in workmanship or materials supplied by the Manufacturer which results in leaks or of normal wear and tear by the elements which results in leaks, and will maintain said roof in water tight condition free from all leaks arising from such causes. For purposes of this warranty, damage to the roof caused by any unusual natural phenomena shall not be deemed to be "normal wear and tear by the elements".

**INCLUSIONS:** This Warranty does cover, and Manufacturer shall be liable for the following:

- 1 Roofing membrane, membrane flashings, metal flashings, mechanical fastening system, anchors, adhesives, seaming materials, slip sheets, fabrics, insulations, under payments, and accessories furnished by the Manufacturer as incorporated into the roof membrane system.
- 2 Vapor barriers, insulations and / or materials furnished by the Manufacturer or approved to be incorporated into the roof membrane assembly and such damage as may result from failure of these materials.
- 3 Repair of splits, breaks, cracks, and seam failures in membrane system.
- 4 Leaks from failure in material or workmanship.

**EXCLUSIONS:** This Warranty does not cover, and Manufacturer shall not be liable for the following:

- 1 Metal work, including metal counter flashings, not a part of the roof membrane system and such damage as may result from application of these materials;
- 2 Any damage to the roof caused by structural defect in, or failure of, the building or defects in, or failure of, any structural roof deck, or other sheathing materials, used as the base over which the roof and roof insulation is applied;
- 3 Roof damage from special chemical conditions not disclosed to Manufacturer;
- 4 Any damage to the building or contents thereof, except replacement of damaged roof insulation and vapor barrier as noted under "INCLUSION" above;
- 5 Damage due to unauthorized alterations to roofing system.

- 6 Damage to the roof due to mechanical abrasion or abuse not caused by the Manufacturer.
- 7 Damage or failure directly caused by the re-use of existing material. (re-roof)
- 8 Reasonable care and maintenance will be the responsibility of the owner.

**INSPECTION AND REPAIR:** During the term of this Warranty, Manufacturer, its agents or employees, shall have free access to the roof during regular business hours. Upon verbal notice by Owner to Manufacturer within four days of the discovery of any leaks in the roofing system, or need of repair of roof, the Manufacturer shall have ten (10) days to inspect the roof. Following such inspection:

- 1 Manufacturer, at its own expense shall make such repairs as are required by this warranty.
- 2 In case owner or his agent has verbally notified Manufacturer that repairs are required and such repairs are not covered by the Warranty (including repairs required by owner's alteration, extension or addition to the roof) Manufacture, after having obtained Owner's consent thereto, in writing, shall make or cause to be made, such repairs at Owner's expense in accordance with specifications and procedures as established by Manufacturer and this warranty shall thereupon remain in effect for the un-expired portion of its original term. If Owner fails to so consent or if repairs are made by one other than the Manufacturer's authorized designee, this Warranty with respect to such area shall be automatically terminated.
- 3 In the event the (1) Owner notifies Manufacturer and has confirmed the need of repair of roof and (2) Manufacturer is unable to promptly inspect and repair same, and (3) an emergency condition exists which requires prompt repair in order to avoid substantial damage to owner, then owner may make such temporary repairs as may be essential and any such action shall not be a breach of the provision of this Warranty. Owner will bear emergency repair expenses.

**INSPECTION SERVICE:** Manufacturer agrees to re-inspect the completed roof not earlier than 18 nor later than 24 months after completion of the roofing, and if it is determined that there are defects in the roofing, then Manufacturer shall make, or cause to be made at its own expense, such repairs as are necessary to remedy said defects within the scope of its responsibility under the terms of this Warranty.

IN WITNESS WHEREOF, Manufacturer has caused this instrument to be signed and sealed by its duly authorized officer this day of \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

CORPORATION: \_\_\_\_\_

SEAL:

Project Manager Approval \_\_\_\_\_

Division of Facilities Construction and Management

Risk I.D. \_\_\_\_\_

DFCM Roofing History Record  
Single Ply Roofing

State Building #

DFCM Project #

Facility Name:

Building Name and Address:

Roof Section Description:

Roofing Contractor Name and Address:

Sub-contractors:

Roof System manufacture:

Installation Date:

Warranty Information:

Manufacture:

Contractor:

Roof Area (sq./ft.)

Building Use:

Height above Ground:

Access to Roof Area: Ladder\_\_\_\_\_ Roof Hatch\_\_\_\_\_ Stairs\_\_\_\_\_

Roof System Information

New Construction:\_\_\_\_\_ Re-Roof:\_\_\_\_\_ Old Roof Removed: Yes\_\_\_\_\_ No\_\_\_\_\_

Comments:\_\_\_\_\_

Deck Type:

Slope:

Insulation:

Layer #1	Manufacture:	Thickness:	Attachment:
Layer #2	Manufacture:	Thickness:	Attachment:
Layer #3	Manufacture:	Thickness:	Attachment:

Taper Explain: \_\_\_\_\_

System Type: PVC\_\_\_\_\_ EPDM\_\_\_\_\_ HYPALON\_\_\_\_\_ CSPE\_\_\_\_\_ TPO\_\_\_\_\_

Other\_\_\_\_\_

Field Sheet Description: Manufacture\_\_\_\_\_ Brand Name\_\_\_\_\_ Mils\_\_\_\_\_

Attachment\_\_\_\_\_ Color\_\_\_\_\_ Reinforcement\_\_\_\_\_

Comments\_\_\_\_\_

Flashing Sheet: Manufacture\_\_\_\_\_ Brand Name\_\_\_\_\_ Mils\_\_\_\_\_

Attachment\_\_\_\_\_ Color\_\_\_\_\_ Reinforcement\_\_\_\_\_

Comments\_\_\_\_\_

Separation Sheet: Manufacture\_\_\_\_\_ Brand Name \_\_\_\_\_

Drainage:

Internal Roof Drains\_\_\_\_\_ Perimeter Gutter\_\_\_\_\_ Internal Gutter\_\_\_\_\_ Scuppers\_\_\_\_\_

Primary:

Manufacture:                      Size:                      Quantity:

Overflow:

Manufacture:                      Size:                      Quantity:

Details:

Walls:\_\_\_\_\_

Edge:\_\_\_\_\_

Expansion Joints:\_\_\_\_\_

Walkways:\_\_\_\_\_

Other: \_\_\_\_\_

Roof Top Equipment:

Mechanical: Unit Types: \_\_\_\_\_ Curb Types: \_\_\_\_\_ Quantity \_\_\_\_\_

Fans/Vents: Unit Types: \_\_\_\_\_ Curb Types: \_\_\_\_\_ Quantity \_\_\_\_\_

Other: Unit Types: \_\_\_\_\_ Curb Types: \_\_\_\_\_ Quantity \_\_\_\_\_

Pipe Penetrations:

1" Quantity: \_\_\_\_\_ Flashing Type: \_\_\_\_\_

1 1/2" Quantity: \_\_\_\_\_ Flashing Type: \_\_\_\_\_

2" Quantity: \_\_\_\_\_ Flashing Type: \_\_\_\_\_

3" Quantity: \_\_\_\_\_ Flashing Type: \_\_\_\_\_

4" Quantity: \_\_\_\_\_ Flashing Type: \_\_\_\_\_

5" Quantity: \_\_\_\_\_ Flashing Type: \_\_\_\_\_

6" Quantity: \_\_\_\_\_ Flashing Type: \_\_\_\_\_

Other Quantity: \_\_\_\_\_ Flashing Type: \_\_\_\_\_

Additional Comments or Drawings: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DFCM USE ONLY

State building # \_\_\_\_\_ Vendor ID \_\_\_\_\_

Installation year \_\_\_\_\_ Roof type \_\_\_\_\_

Manufacturer \_\_\_\_\_ Deck type \_\_\_\_\_