

**WARRANTY  
No.:**

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**OWNER INFORMATION**

Name: The School Board of Pinellas County, Florida  
Address: Facilities Design & Construction Department  
Walter Pownall Service Center  
11111 South Belcher Road  
Largo, Florida 33773  
Telephone: (727) 547-7101 Fax: (727) 547-7241

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**PROJECT INFORMATION**

Project No.: \_\_\_\_\_ Total Cost of Installed Roofing: \$ \_\_\_\_\_  
Facility: \_\_\_\_\_  
Address: \_\_\_\_\_

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Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

**Roof areas covered by this warranty include the following:**

*(Identify building numbers using Owner's FISH database and master plans. Indicate area in square feet. Attach roof plan(s) or aerial photo(s) depicting all included roof areas.)*

Bldg. No.: _____	Area: _____	Bldg. No.: _____	Area: _____
Bldg. No.: _____	Area: _____	Bldg. No.: _____	Area: _____
Bldg. No.: _____	Area: _____	Bldg. No.: _____	Area: _____
Bldg. No.: _____	Area: _____	Bldg. No.: _____	Area: _____
Bldg. No.: _____	Area: _____	Bldg. No.: _____	Area: _____

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**WARRANTY TERM**

Commencement Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_  
*(Date of Substantial Completion as certified by Design Professional.)*

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**INSTALLING CONTRACTOR**

Name: \_\_\_\_\_ Tel.: \_\_\_\_\_



ROOFING SYSTEM  
INSTALLER'S FINAL FIVE (5)-YEAR WARRANTY

Address:

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Fax:

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E-mail:

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## WARRANTY ACCEPTANCE

### OWNER

By: \_\_\_\_\_  
(Signature of duly authorized representative)

\_\_\_\_\_  
(Printed name of duly authorized representative)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### CONTRACTOR

By: \_\_\_\_\_  
(Signature of duly authorized representative)

\_\_\_\_\_  
(Printed name of duly authorized representative)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### A. WARRANTY COVERAGE:

1. The **Contractor** named above warrants to the **Pinellas County School Board (OWNER)** to repair or have repaired **Covered Roof Leaks** or other roof defects described herein which occur during the warranty period stated above subject to the terms and conditions of this warranty. In addition, the **Contractor** warrants that the **Covered Roofing System** will remain free of defects, **Premature Deterioration** or failure of the materials to provide effective service other than normal expected aging of the materials for the term of the warranty. Excessive repairs due to deterioration or failure of materials will be considered failure of the entire **Covered Roofing System** and permanent replacement or corrective measures will be made to the satisfaction of **OWNER**. In addition, the **Contractor** warrants to the **OWNER** the roofing system shall provide a complete watertight assembly without detachment, wrinkles/distorted membrane, or otherwise damaged roofing system components resultant of wind speeds up to 73-mph. The **Contractor** shall warrant watertight performance for all aspects of the roof system installation including all roof membrane components, sheet metal flashing, sealant (caulking) and pourable sealer for the term of the warranty.
2. The **Contractor** will pay all costs for labor and materials to make repairs to **Covered Roof Leaks** which will include any associated costs for shipping, travel expenses etc. during the **Warranty** term.
3. Coverage shall include all materials of the **Covered Roofing System** and all related materials of the project including sheet metal, wall flashings, penetration flashings etc.
4. Authorize **OWNER** to make emergency temporary repairs to **Covered Roof Leaks** if the **Contractor** is unavailable to make repairs within **24-hours**.
5. Arrange for and make temporary or permanent roof repairs within 24-hours of notification of a **Covered Roof Leak** or other roofing defect defined in Item A.1 above. If temporary repairs are made, permanent repairs will be made within (3) business days.
6. Provide written documentation to **OWNER** of the date and time of roof repairs.
7. Any repairs made will meet the requirements of the roofing materials manufacturer and the **Roofing Standards** of the **OWNER** at the time of the installation.
8. There will be no limitation on the amount of funds the **Contractor** must spend to repair the **Roofing System** during the term of the **Warranty**.

9. **Contractor** shall conduct (1) roof inspection per year on each roof section throughout the duration of the contractor's five (5) year warranty. The **Contractor** shall be required to produce a roof inspection report (on the Contractor's letterhead) for each inspection which identifies all items in need of attention, any repair work performed, etc., which shall be furnished to the Owner within (5) working days of the inspection.

#### B. OWNER OBLIGATIONS:

1. **OWNER** will notify the **Contractor** within (30) days of discovery of any **Covered Roof Leak** or other roof defects and cooperate with the **Contractor** during repairs.
2. Properly and regularly maintain the **Covered Roof System** to keep the roof surfaces drains and gutters clean and free of debris and working properly.
3. Allow the **Contractor** access to the covered roofing systems during normal business hours.
4. Pay for any roof repairs performed which are not **Covered** or for work outside of the **Contractor's** scope of work on the project. Payment will be for customary and reasonable repair costs and shall not exceed a total of a 25-percent markup for overhead and profit.

#### C. EXCLUSIONS

1. Leaks or other defects in the **Covered Roofing System** resulting from or caused by the following:
  - a. Fire, direct or indirect effect of lightning, explosion, flood, earthquake, hurricane, tornado, hail, or other acts of God.
  - b. Winds greater than or equal to **74-mph**, as recorded by the data collection point that reports to the National Weather Service (whether official or unofficial) located nearest to the project site.
  - c. Damage from internal pressure conditions or condensation beneath the roof.
  - d. Damage from lack of positive drainage, unless specifically approved by the roofing materials manufacturer.
  - e. Damage caused by birds, animals, insects or vegetation.
  - f. Damage from falling, flying, dropped or blown objects.
  - g. Defects, settlement, movement, displacement, or structural failure in or of the surface over which the roof is applied.
  - h. Repairs or modifications to the **Covered Roofing System** not approved by the **Contractor** in writing beforehand or not completed by a **Contractor** except for **Temporary Emergency Situations**.
  - i. Damage resultant of installation, maintenance, repair, movement, placement, storage or deterioration of any **Extraneous Roof Components** or **Rooftop Objects**.
  - j. Traffic across and extraordinary wear of the **Roofing System** surface as a result of traffic on the **Covered Roofing System** beyond that considered common to the installation, maintenance and repair of **Covered Roofing Systems** and related **Covered Roofing System** components.
  - k. **Third Parties**, except for an approved **Contractor** or inspector on **Covered Roofing System**.
  - l. Damage from deliberate or negligent acts such as vandalism, terrorism, misuse, abuse, or acts of civil disobedience or war.
  - m. Moisture entering the roof through or around walls, copings, pipelines or conduit, skylights, vents, or other structures or fixtures

- n. Damage from exposure to **Pollutants** or corrosive substances.
- o. Cost of removing and/or installing **Extraneous Roofing Components** or **Rooftop Objects**.

#### D. SUSPENSION OF WARRANTY

1. Contractor shall submit a written notice (via certified mail) if the **OWNER** does not perform all of its warranty obligations and comply with the terms and conditions required of it under the Warranty. Upon receipt of written notice, this Warranty and the **Contractor's** obligations under it shall be suspended.
2. **Warranty** coverage may be reinstated by performing the required actions and notifying the **Contractor** that the work has been completed or addressed.

#### E. DEFINITIONS:

1. **Approved Contractor:** The roofing contractor responsible for the installation of the **Covered Roofing System** and related components and that can make repairs that will be covered under **Manufacturer's** warranty.
2. **Building** – The facility and roof area where the work covered by this warranty was performed.
3. **Building Code:** any law, statute, rule, regulation, ordinance or order of a federal, state, county, local government Florida Department of Education or **OWNER** relating to the design, specifications, materials or construction of any **Covered Roofing System**.
4. **Claim** – **OWNER** request(s) for corrections to **Covered Roof Leaks** or other roof defects defined in A.1 above under this warranty.
5. **Contractor Costs** – all costs and expenses **Contractor** will incur relating to any **Covered Roof Leak** or warrantable repair including costs of labor and materials to make repairs or perform maintenance, costs of evaluating, investigating, defending, negotiating, settling and mediating; and costs of **Third Party** assistants including attorney fees, expenses etc.
6. **Covered Roof Leak and Roof Defects** – any intrusion of water into the **Building** or other roof defects defined in A.1 above related to the **Covered Roofing System** including **Extraneous Roofing Components** except those excluded.
7. **Covered Roofing System** – the full roofing system covered by this warranty which includes the flexible or semi-flexible roof covering or waterproofing, including all new membrane materials, insulation (including lightweight insulating concrete), cover boards, base flashing, fasteners and any other roof system component from the roof deck to the finished roof membrane wearing surface whether supplied by the manufacturer or by others.
8. **Excessive Repairs** – are considered any reoccurring similar defect(s) which the **OWNER** cannot reasonably expect a final and acceptable solution which resolves the defect.
9. **Extraneous Roofing Components** – drains, drain lines, nailers, roof deck, counterflashing, walkways (except when part of the roofing membrane) and sheet metal work.
10. **Manufacturer** – The roofing materials manufacturer that produces or sells the primary roofing materials used on the project and underwrites this warranty covering those materials.
11. **MANUFACTURER'S Costs** – all costs and expenses **MANUFACTURER** will incur relating to any Covered Roof Leak or other roof defects as defined in A.1 above including costs of labor and materials to make repairs or perform maintenance, costs of evaluating, investigating, defending negotiating, settling and mediating; and costs of **Third Party** assistants including attorney fees, expenses etc.
12. **OWNER** – Pinellas County School Board, the building owner.

13. **Pollutants** – solid, liquid or gaseous irritants or contaminants, including, but not limited to, petroleum products, animal fat, smoke vapors, soot, fumes, acids, alkalis, corrosive chemicals and other materials defined as damaging to the roof system as defined by the manufacturer's published information.
14. **Premature Deterioration** – deterioration of the roofing system or components which could be considered excessive and uncommon considering the age of the roofing system.
15. **Roofing System** – the full roofing system covered by this warranty which includes the flexible or semi-flexible roof covering or waterproofing, including all new membrane materials, insulation (including lightweight insulating concrete), cover boards, base flashing, fasteners and other roof system component from the roof deck to the finished roof membrane wearing surface whether supplied by the manufacturer or by others.
16. **Roof Top Objects** – mechanical, electrical, plumbing, heating, and air conditioning equipment, lightning protection components, sprinklers, antennas, frameworks, signs, traffic surfaces (other than those which are intentionally part of the roofing system), water towers, structures, equipment, materials (other than related to the **Covered Roofing System**), and other objects on or through the **Roofing System**.
17. **Third Party** – any person, firm, partnership, corporation, company, or other entity or group other than the **OWNER, Contractor, or Manufacturer**.
18. **Warrantable Repair** – repairs to any defect in materials or workmanship of the roofing **Contractor** for work performed under their contract for services for the warranted project.

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**DISTRIBUTION** *[Provide two (2) originals and two (2) copies]:*

**ORIGINAL:** Owner–Facilities Design & Construction Department  
**ORIGINAL:** Installing Contractor  
**COPY:** Owner–Project Coordinator  
**COPY:** Design Professional

INSERT HERE ROOF PLAN(S) OR AERIAL PHOTO(S) DEPICTING ALL  
ROOF AREAS COVERED BY THIS WARRANTY