

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

**WARRANTY No.:** \_\_\_\_\_

**OWNER INFORMATION**

Name: The School Board of Hillsborough County, Florida  
 Address: ATTN: Facilities Maintenance Support  
4805 E. Martin Luther King Jr. Blvd.  
Tampa, Florida 33605  
 Telephone: (813) 635-1133 Fax: (813) 635-1205

**PROJECT INFORMATION**

Project No.: \_\_\_\_\_ Total Cost of Installed Roofing: \$ \_\_\_\_\_  
 Facility: \_\_\_\_\_  
 Address: \_\_\_\_\_ Standard HCPS Roof System Installed:  
 \_\_\_\_\_ (Check all that apply.)  
 \_\_\_\_\_ **1A** \_\_\_\_\_ **1B**  
 Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ **2** **3**

**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: _____

**WARRANTY TERM**

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

**INSTALLING CONTRACTOR**

Name: \_\_\_\_\_ Tel.: \_\_\_\_\_  
 Address: \_\_\_\_\_ Fax: \_\_\_\_\_  
 \_\_\_\_\_ E-mail: \_\_\_\_\_

**WARRANTY ACCEPTANCE**

**Owner**

**Contractor**

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

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

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

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

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

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

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

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

**A. WARRANTY COVERAGE:**

1. The roofing **Contractor** named above warrants to the **Hillsborough County Public Schools (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 roofing **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 gale force winds and windstorms below hurricane force wind speeds of 74 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 roofing 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 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

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

---

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 roofing **Contractor** within 30 days of discovery of any **Covered Roof Leak** or other roof defects and cooperate with the roofing **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 roofing **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% 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, lightning, acts of God, explosion, riot, civil commotion, hail, falling or blown objects, aircraft, vehicles and floods.
  - b. Winds greater than **74mph**.
  - c. Damage to the roofing system from water that stands on the roofing membrane for longer than 48 hours resultant of structural settlement or unless specifically approved by the roofing materials manufacturer.
  - d. Insects, animals or vermin.
  - e. Defects, movement, settling, warping, cracking, corrosion, rot, moisture, rust, mildew, or failures of any structure or material in the covered roof area or building other than the **Covered Roofing System**.
  - f. 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**.
  - g. Damage resultant of installation, maintenance, repair, movement, placement, storage or deterioration of any **Extraneous Roof Components** or **Rooftop Objects**.
  - h. 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.
  - i. **Third Parties**, except for an approved **Contractor** or inspector on **Covered Roofing System**.
  - j. Acts of negligence, abuse, misuse or vandalism.
  - k. Damage to the **Covered Roofing System** due to pollutants.
  - l. Cost of removing and/or installing **Extraneous Roofing Components** or **Rooftop Objects**.

**D. SUSPENSION OF WARRANTY**

1. If the **OWNER** does not perform all of it warranty obligations and comply with the terms and conditions required of it under the Warranty, this Warranty and the **Contractor's** obligations under it

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

shall be suspended. Notice of suspension shall be in writing and submitted to the General Manager of Maintenance, 4805 Martin Luther King Blvd. Tampa, FL 33605, (813) 635-1131.

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** – **Hillsborough County Public Schools**, the building owner.
13. **Pollutants** – solid, liquid or gaseous irritants or contaminates, 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'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.

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

---

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.

---

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

**ORIGINAL:** Owner–Facilities Maintenance Support

**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