**SECTION 07501 (00 00 00)**

 **ROOF ASSEMBLY SPECIAL WARRANTY FORMS**

*Specifier: The section contains two forms that will be used by the Contractor to prepare its Notice of Intent and Special Warranty of the Roofing Assembly required in 07500. This section is referred to in and completes, 07500.*

*This page is a cover sheet for the text of the Notice of Intent form and the Special Warranty form that follows. Identification of the project, the date, and the participating parties shall be provided by the Contractor as the forms are filled out for this Work for approval by the A/E.*

*When submitting the edited forms to the A/E for approval, provide an additional copy that clearly notes any changes that have been made in the text.*

*When copying to execute the forms, delete the footers in this Design & Material Standards and replace with page numbering in the fashion of "Page 1 of 5” for the Notice of Intent, and again for the Special Warranty.*

**ROOF ASSEMBLY MANUFACTURER’S NOTICE OF INTENT TO ISSUE WARRANTY**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , herein called “ Roof Assembly Manufacturer” hereby gives notice to:

Owner: **The** **School Board of Broward County, Florida (the “Owner” hereafter)**

Address: **600 SE 3rd Avenue, Fort Lauderdale, FL. 33301**

of its Notice of Intent to Issue its Roof Assembly Manufacturer’s warranty to the Owner for

Name of Project: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Project No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Street Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of General Contractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Stating its intent to provide its limited warranty of the Roof Assembly, supplied and installed following the Construction Documents for the named Project.

1. **Definition of Roof Assembly (RA):** Thermal and moisture protection work above and below each structural roof deck, as needed for optimum performance of the roof membrane and its flashings and to prevent the entry of moisture, air, heat, high winds, rain and storm-driven water.
2. Roof Assembly work includes providing and warranting of such items as roof insulation, roof blocking, SBS modified bitumen roof membrane and base ply flashings, vents, walkway treads and pads.
3. Roof Assembly work also includes the roof membrane manufacturers and installers coordinating, supplying, setting, fastening, making waterproof and warranting of roof-related work such as roof drains, roof hatches, smoke vents and edge guards.
4. Roof Assembly work also includes the roof membrane manufacturers and installers coordinating and flashing of roof-related work such as rooftop equipment supports and curbs, penetrating items (such as pipes, ducts, conduits and wires), the setting of rooftop equipment such as fans, screens and antennas, and the setting of rooftop equipment having integral curbs, all in such a way that the waterproof quality of their installation is covered in the Special Warranty of the roof assembly.
5. **Required Additions to Manufacturer’s Warranty Types:**
6. Conditions at Worksite: Shall state that the Manufacturer’s Representative is aware of School Board of Broward County, Florida weather conditions, the Project’s surroundings and environment, and the design for construction underlying and adjacent to the roofing.
7. Construction Documents: State that the Manufacturer’s Representative has examined the Owner’s Construction Documents (Drawings, procurement requirements, Conditions of the Contract and Specifications) for the Project before the bid date.
8. Repairs by Owner: Owner shall have the right to make emergency repairs to stop leaks (active or incipient) to prevent damage to building and its contents without voiding this Roof Warranty.
9. Notification: Owner will notify the Manufacturer’s roofing installer of its request for both leak repairs and non-emergency repair of defects. Owner will keep a record of such notifications.
10. Eleventh month inspection by Manufacturer: Manufacturer’s Representative and Roofing Installer shall conduct a post-construction field inspection between 11 and 12 months after date of Substantial Completion of the Project, in the presence of the A/E and the Owner. Manufacturer shall submit copies of the written report within 7 days of inspection to the Owner’s Maintenance Department.
11. Approval of Installer for this Project: The Manufacturer states that the installer listed below has been approved as qualified to install steel blocking, roof membrane and sheet metal parts of the Roof Assembly and to coordinate the installation of other parts such as insulation, hatches, curbs, supports and penetrations.
12. **Required Modifications to Manufacturer’s Warranty Types:**
13. Delete uplift-resistance limitations for gale, hurricane, and tornado winds up through applicable Risk Category of the Florida Building Code. Only damage from winds above the applicable Risk Category and tornado may be excepted from warranty.
14. Retain design criteria of Risk Category of the Florida Building Code as applicable (all as defined in ASCE 7 wind uplift resistance requirements).
15. Delete restrictions of the use of lightweight concrete or the restriction against application of roofing over the lightweight insulating concrete/styrene board assembly. (The Properties of the LWIC assembly are specified in section 07503 of the Specifications.)
16. Include 20 year warranty on Roof Assembly: Provide 20 year warranty, with no dollar limit, no deductibles, with single source responsibility, and that includes all products, accessories, equipment and labor needed to repair or replace defects in Roof Assembly
17. Include list of components of Roof Assembly as listed in Definition of Roof Assembly above.
18. Include extent of warranty: Cover total labor, equipment and material for the limited warranty period, including cost of repairing or replacing damage to the Roof Assembly, down to the roof deck, for such damage as from water leaks, wind uplift, and any other causes except those specifically excluded below.
19. Include causes of damage that are NOT included in extent of limited warranty repair. The Manufacturer may, in its limited warranty, add the following exclusions of responsibility for:
20. Major repairs or modifications to the Roof Assembly after installation for which the Manufacturer has not been notified nor given approval.
21. Failure of Owner to give Manufacturer written notice within 30 days after a leak or major defect is discovered or should have been discovered exercising normal diligence.
22. Failure of the Owner to exercise ordinary care to limit damage after a leak or major detect is discovered and before the Manufacturer can reasonably be expected to assess damage and make repairs.
23. Failure of the Owner to maintain the Roof Assembly by regularly removing plants, vegetation, leaves, trash, debris and other foreign objects, failure to keep drains unclogged, failure to prevent more than necessary traffic across the roof, failure to maintain flashing in watertight condition.
24. Defects, movement and failures in structure that harm fool performance.
25. Damage from fire, lightning, chemical / oil / grease attack, abuse, misuse, vandalism, rodent/ insect infestation, and lack of maintenance.
26. Damage to the roof membrane caused by falling objects, dropped heavy equipment or objects that are blown on the roof by winds over as prescribed in the applicable Risk Category of the Florida Building Code.
27. Damage to roof membrane resulting from installation of non-Roof Assembly structures, insulation, machinery or equipment without notification of and approval by Manufacturer.
28. Damage to roof membrane resulting from Owner's use of the roof as a storage, eating, instructional, or recreational area.
29. Change in a school facility's use to storage or industrial purposes.
30. Consequential damages to building interior from roof leaks and storms.
31. If repair by Manufacturer is needed, Owner shall bear the expense of removing and replacing structures, equipment and traffic surfaces built over the roof membrane.
32. **Name of Contractor**

Project: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date Bid: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Contractor Intending to employ Roof Assembly provider and Roof Membrane installer:

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

Street Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Florida Contractor License Number:\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail address of contact person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **Name of approved Roof Assembly and Roof Membrane Manufacturer:**

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

Street Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Name of Manufacturer’s Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail address of contact person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **Name of Manufacturer’s approved Roof Membrane Installer:**

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

Street Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Florida Contractor License Number: \_\_\_\_\_\_\_\_\_\_\_

E-mail address of contact person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Applicable wind speed:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**(Used in Calculations)**

By signing this Intent to Provide Roof Assembly Warranty, the Manufacturer’s Representative certifies that he/she represents the Roof Assembly Manufacturer and that her/she has the authority to make the above representation to the Owner and fulfil the terms of the specified Special Warranty.

This Intent to Provide Roof Assembly Warranty has been executed on \_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_

 (month) (day) (year)

Name of Roof Membrane and Roof Assembly Manufacturer:

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

Street Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_ (Signature of Manufacturer Representative)

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

(Printed name of Manufacturer’s Representative (MR)) (Title of MR)

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

Manufacturer’s seal:

**ROOF ASSEMBLY MANUFACTURER’S SPECIAL WARRANTY**

Owner: **The School Board of Broward County, Florida (hereafter the 'Owner')**

Address: **600 SE 3rd Avenue, Fort Lauderdale, FL. 33301**

Building Project: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Type of Roof Membrane: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Area of Roof Membrane: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Squares

Type of Roof Deck: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Type of Insulation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Roof Assembly Manufacturer (hereafter the 'RAM"):

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

Date of Roof Assembly Completion: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Foal Roof Assembly Inspection: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and Address of Inspector: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

D. **The Roof Assembly under this Special Warranty's single source responsibility consists of:**

1. The provision (supplying and installing) of such items as steel roof blocking, lightweight insulating concrete (LWIC) and other roof insulation, SBS modified bitumen roof membrane and base ply flashings, walkway treads, counter-flashings, surface-mounted flashings, stucco stops, edge strips, copings, cleats, cants, crickets, scuppers, gutters, conductor heads, exterior rainwater conductors (downspouts), rooftop penetration flashings, roof drain flashings, expansion joint assemblies, rooftop umbrellas and hoods.

2. Responsibility for coordination and installation only under this Special Warranty extends to such items as roof drains, roof hatches, smoke vents, rooftop equipment curbs, equipment supports, portals, rooftop screen supports, roof edge guards, other items that pass through the roof membrane, and downspout-to-storm water system rain conductors, each of which is supplied and warranted by other manufacturers.

E. Scope of Roof Assembly work:

1. Providing and warranting of such items as roof insulation, roof blocking, SBS modified bitumen roof membrane and base ply flashings, walkway treads and pads, counter-flashings, surface-mounted flashings, stucco stops, edge strips, copings, cleats, cants, crickets, scuppers, roof drains, gutters, conductor heads, exterior rainwater conductors (metal downspouts), roof drain flashings, copings, expansion joint assemblies, rooftop penetration flashings, rooftop umbrellas & hoods, and flashing for items that pass through the roof membrane.

2. Roof Assembly work also includes the roof membrane manufacturer's and installer’s coordinating, supplying, setting, fastening, making waterproof, and warranting of roof-related work such as roof drains, roof hatches, smoke vent, edge guards, as well as PVC rain-leaders that carry roof water to the storm sewer or other point of discharge.

3. Roof Assembly work also includes the roof membrane manufacturer’s and installer’s coordinating and flashing roof-related work such as rooftop equipment supports and curbs, penetrating items (such as pipes, ducts, conduit and wires), the setting of rooftop screens and antennas, all in such a way that the waterproof quality of their installation is covered in the Special Warranty of the roof assembly.

4. See SPECIAL WARRANTIES in 07522 RA MODIFIED BITUMEN ROOFING for items covered by Roof Assembly Special Warranty.

F. RAM warrants, subject to the following terms and conditions, that the Roof Assembly provided by RAM will remain in an intact and watertight condition, free from leaks and defective materials and installation for a period from the date of Roof Assembly completion and extending until 20 years after the date of Substantial Completion of the building Project. RAM's Special Warranty shall have no dollar limit, no deductibles, no restriction on placing Roof Assembly over lightweight concrete, and no restriction for wind velocities per applicable Risk Category of the Florida Building Code. RAM further warrants that the Roof Assembly is free from defects in products and installation at the time of installation and that the products in the roofing membrane, base flashing, roof traffic treads conform lo RAP's specifications. This limited warranty extends only to the Owner, the original owner, and is not transferable or assignable to subsequent owners without the prior written consent of RAM.

G. Under this limited warranty, during the Special Warranty period RAM will make repairs in the Roof Assembly, down to the roof deck, to correct leaks and defects, resulting from defective materials and faulty or improper installation, at its own expense, including labor and materials. RAP will also make repairs in the roof membrane and base flashing to correct defects that develop during the Special Warranty period, including deterioration, cracking, holes, fissures, fishmouths, delamination or slippage, air or vapor pockets - but not damage inflicted by use, abuse, accident or storm - at its own expense, including labor and materials. “Defects” are defined as patent or latent conditions in Roof Assembly products or installation that reduce the structural integrity, thermal performance, watertight integrity, or the service life of the Roof Assembly or any of its components.

H. RAM disclaims Moldy or responsibility for specifications, design or construction the Project outside the Roof Assembly.

I. If and when any repairs by RAM to components of the Roof Assembly are required under this Special Warranty, the expense of removing and replacing equipment and structures that are above the defective components shall be borne by the Owner.

J. RAM shall have no obligation under this limited warranty to make any repairs unless each of the following events has occurred:

1 RAM shall have been paid in full for its materials.

2. The Roof Assembly shall have been installed following RAP's specifications and procedures by a roofing firm approved in advance by RAM and using materials that have been approved in advance by RAM.

3. Repairs and modifications to the Roof Assembly made after installation shall be as approved by RAM.

4. Upon discovery of a leak, the Owner will promptly take emergency protective action to minimize damage from the leak to building and contents. “Leak” shall include - in addition to active water intrusion - incipient leaks, such as any penetration, opening or defect in roof membrane or base flashing that can be reasonably expected to admit water into the roof insulation or the building's interior in the next rain.

5. The Owner shall have given RAM written notice within 30 days after any leak or defect is discovered or should have been discovered in the exercise of reasonable diligence and ordinary care. RAM shall take corrective action, including correction of Owner's emergency repairs if needed, within 24 hour after receiving the Owner's written notice of leaks and incipient leaks, and within 15 days for written notice of other detects.

6. The completed installation of the Roof Assembly shall have been inspected by an inspector authorized by RAM and shall have been certified by him to be in conformity to RAM’s Specifications; as modified to meet the requirements of the Construction Documents.

7. The Owner shall have maintained the roof Assembly by regularly removing plants, vegetation, leaves, trash and debris, and other foreign objects, keeping all drains unclogged and properly working at all times, preventing excessive traffic across the roof, and maintaining sealant pans and flashing in a watertight condition.

8. The Owner shall have allowed RAM and/or the roofing installer free access to inspect the Roof Assembly during the term of this limited warranty. Access to the Roof Assembly shall have been permitted and facilitated upon RAM’S request on reasonable notice, and during daylight hours on weekdays.

9. In the event that any repairs are required for any of the reasons listed above, the expense of removing and replacing metal or wood traffic surfaces or other structures built over the Roof shall be borne by the Owner.

K. THIS LIMITED WARRANTY DOES **NOT** COVER THE FOLLOWING CONDITIONS. THE ROOF ASSEMBLY MANUFACTURER SHALL **NOT** BE LIABLE FOR ANY LEAKS OR DEFECTS THAT RESULT FROM ANY OF THE FOLLOWING CONDITIONS OR EVENTS THAT ARE BEYOND THE CONTROL OF THE RAP:

1. Natural disaster and Acts of God, including floods, lightning, hail, dust, earthquake, and hurricanes of more than the wind velocity per applicable Risk Category of the Florida Building Code.

2. The term '’hurricane'’ shall include windstorms, rainstorms, cyclones and tornadoes, the agreed wind velocity of which shall be as measured, according to ASCE 7, at whichever of the following is closest to the Project: Ft. Lauderdale International Airport (FLL). The National Hurricane Center, or any other recording anemometer in Broward County that tests after the windstorm as being suitably calibrated to record velocities within 5 percent of those recorded by the recording anemometer at FLL.

3. Structural defects or failures, including, but not limited to, any defect, failure, or movement of any substrate material, underlying the Roof Assembly.

4. Damage to the Roof Assembly caused by movement of metal work not a part of the Roof Assembly.

5. Damage resulting from any installations on the roof or through the roof membrane, after the Roof Assembly completion and final acceptance.

6. Repairs, modifications, or alterations to the Roof Assembly after its completion unless done in a manner approved in writing by RAM.

 7. Damage to the Roof Assembly caused by falling, thrown or blown objects.

 8. Damage to the Roof Assembly resulting from its use as a storage or work area, recreational or observation area, instruction area, gathering area, or from any similar cause other than occasional or necessary traffic across its surface.

9. Damage to the Roof Assembly caused by the installation of a sprinkler system, water or air conditioning equipment, equipment screen, radio or television antenna, satellite dish, solar or wind energy collectors, framework or supports, sign, water tower, or other object or structure installed on the roof membrane after the Roof Assembly completion and final acceptance without the prior written approval from RAM of the methods, materials and installation used.

10. Damage caused by accident, fire, abuse, misuse, mistreatment, insect infestation, rodents, vermin, vandals, and improper or negligent maintenance.

11. Damage or consequential damage to building contents caused by any leaks resulting from water infiltration from any portion of the building structure not a part of the Roof Assembly, chemical attack, or leaks resulting from negligent or improper building design, specification, or construction.

12. Damage resulting exclusively from chemical attack of the Roof Assembly’s products by exposure to chemicals including, but not limited to, chlorofluorocarbons, solvents, hydrocarbons, gasoline, jet fuel, acids, corrosives, salts, turpentine, oil, fat, grease, smoke or fumes.

13. Damage caused by change in use of the building without prior written approval of RAM.

 L. Roof Equipment: In the event that any repairs are required, the expense of removing and replacing metal or wood traffic solaces or other structures built over the roof shall be borne by the Owner. This includes removing equipment piping and conduit within 1 ft. above the surface of the roof membrane.

M. Repairs by Owner: The Owner shall have the right to make emergency repairs to stop leaking without voiding this Roof Assembly Special Warranty. Owner will notify the Manufacturer roofing installer about its emergency repairs so that Manufacturer can inspect and correct to its satisfaction.

N. Inspection by Roof Assembly Manufacturer at End of the Project’s Correction Period: Manufacturer’s Representative and Roofing Installer shall conduct a post-construction field inspection between 11 and 12 months after date of Substantial Completion of the Project, in the presence of the A/E and the Owner's representatives. Manufacturer shall submit copies of the written report within 7 days of inspection to SBBC Maintenance Department/Facilities Representative. Failure by Manufacturer to complete the post-construction field inspection shall constitute acceptance by the Manufacturer of the system as installed.

0. Approval of Installer for this Project: The Manufacturer states that the installer listed below has been approved as qualified to blocking, roof membrane and sheet metal parts of the Roof Assembly and to coordinate the installation of other parts such as insulation, hatches, supports, and penetrations.

P. This limited warranty shall be construed according to the laws of the state of Florida.

R. THIS LIMITED WARRANTY IS ISSUED WITH THE FOLLOWING RIDERS WHICH ARE MADE A PART HEREOF BY REFERENCE:

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

By signing this Intent to Provide Roof Assembly Warranty, the Representative of the Manufacturer certifies that he/she represents the Roof Assembly Manufacturer (RAM) and that her/she has the authority to make the above representation to the Owner and fulfil the terms of the specified Special Warranty

This Intent to Provide Roof Assembly Warranty has been executed on \_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_

 (month) (day) (year)

Name of Roof Membrane and Roof Assembly Manufacturer (RAM):

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

Street Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

E-mail address of contact person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_ (Signature of Manufacturer’s Representative)

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

(Printed name of Manufacturer’s Representative (MR)) (Title of MR)

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

Seal:

Name of Roof Membrane and Roof Assembly Installer:

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

Street Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

E-mail address of contact person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_ (Signature of Installer’s Representative)

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

(Printed name of Installer’s Representative) (Title )

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

Seal: