

## HOW TO PROTECT YOUR ROOF WARRANTY

We have appreciated the opportunity to assist you with the initial evaluation, system design development, specifications, construction quality assurance observations, and now with project closeout. Part of our design process was to evaluate and specify materials manufactured by companies that provide a warranty, guarantee, or guaranty that would have some actual benefits for you. We are not qualified to provide legal advice regarding the differences between Warranty, Guarantee, or Guaranty (express or implied) but for brevity will use the word Warranty throughout as being one-and-the same because it is the term used most often in the roofing industry.

This article advises what you can, should, and must do to protect your document based solely on our experience in assisting other clients in roof warranty disputes. We will also address a few things that you should not do.

### GENERAL

What is a warranty? They are used by roofing manufacturers as marketing aids and are always written to limit their liability. Some are worthless as a benefit to the owner. Those written as a "Limited Warranty" are attempts to limit their liability under the Universal Commercial Code or the Magnuson-Moss Warranty Act. However, some do provide some benefit, as follows:

Warranties typically state what is covered and what is not covered. You will find that the list of what is not covered is nearly always longer than what is covered. However, there have been cases where a manufacturer with a good reputation made bad product for a few years. Even with all of the limitations, a warranty can be used as a hedge that the manufacturer will likely cover the cost of correction for certain failures, should they occur, without going to court. Of course the manufacturer must also have the financial assets, backing, or insurance to cover the potential claims in the event of a batch of defective products used all over the country. We believe that, to the best of our knowledge, the products we have specified provide this benefit.

A material-only warranty may be free but it likely will actually decrease your coverage by limitations to the UCC and only cover original material cost, not the cost of reinstallation. You usually pay for a good material & workmanship warranty, either directly or hidden in the basic cost of the product. Warranty costs range from 5¢ to 20¢ per square foot. Good warranties can become a useful and meaningful method to protect your investment if all of the owners obligations are performed to keep the warranty in effect.

### THINGS YOU SHOULD DO

There are certain things that you can and should do to reap the maximum benefit from your investment.

- **Keep Warning Signs Posted that this roof is under warranty.**  
This is being done on your roof at all primary access points (as we specified) to alert persons who visit your roof that they have a responsibility not to void your warranty and help protect your roof. The sign is meant to be a warning, especially to mechanical and electrical contractors that they are responsible for any damages that they do to the roof and to not make alterations, repairs, or penetrations without the owners authorization. As an incentive for reporting, we recommend that they be told that if any damage is reported promptly, that they will not be asked to pay for the repair cost.
- **Log all persons who visit the roof and their reason for access** (Sample Copies attached).  
This is a recommended technique to determine who is responsible in case unreported damage to the roof has been discovered. Unreported damage may result in far more expense than the cost of a minor repair and it is not likely that it will be covered by the warranty. A roof access log documenting who visits the roof, when, and for what purpose promotes roof care and helps assign responsibility fairly for unreported

damage.

- **Visually inspect the roof at least semi-annually, and after every major storm.**

Warranties from most manufacturers require that the roof be inspected at least semi-annually and records kept. We recommend Monthly and after every major storm. Semi-annual inspection should be a rather in-depth evaluation of the condition of the whole roof recording the severity of each deficiency. Monthly inspections on the other hand could be a more cursory walkover review, primarily verifying that drains are not clogged and looking for indications of new damage or the effects of adverse weather conditions, i.e., high winds, extreme temperatures, deep snows & ice, hailstorm, etc. Even if nothing noteworthy is found, record the inspection.

Most manufacturers issue a maintenance manual including inspection forms along with their warranty. The National Roofing Contractors Association (NRCA) and most of the specialized roofing industry associations also issue maintenance & inspection guides, forms, and checklists. Or, you may develop your own designed for your specific roof but take care to include all of the manufacturer's inspection items that are relevant to your roof.

Inspections also prompt the need for getting maintenance and repairs done. When documentation is made consistently on standardized forms it is easier to track the condition and keep a paper trail of your diligence. In the event of any future warranty disputes, your pile of documentation of the condition and maintenance will have credibility over the one or two page form a manufacturer's inspector fills out when he comes to investigate a problem.

- After a few years, **request that a representative of the manufacturer walk the roof.**

The best time would be during a semi-annual inspections to provide the manufacturer's assessment of the condition of the roof and advice on maintaining it. They may not be willing to come if there is no urgency. However, record their response either way, it provides good documentation for your files.

- **Keep Organized Records regarding the roof.**

In the event of a dispute, it is extremely important to have a good paper trail regarding the condition and maintenance. Based on our forensic case experiences we advocate good documentation on roofs as often being essential for building a case when the manufacturer is responsible under warranty terms.

- **Leak Response Recommendations.**

Before reporting a leak observed from the interior, make a cursory investigation to verify that the source of the leak is not due to an interior pipe leak, HVAC condensate, or damage to the roof from a source that is an exclusion in your warranty. Though it is not always enforced, most warranties stipulate reimbursement for services if the failure is not found to be due their products or covered installation workmanship.

In case of emergencies, most warranties permits you to perform some roof emergency repairs with your in-house personnel on a temporary basis. Be aware, however, that the terms of the Warranty may require that certain repairs or maintenance be performed only by a contractor authorized by the manufacturer and that permanent repairs may only be made with their products. Failure to abide by these terms may void the Warranty.

### **THINGS YOU MUST DO**

Warranties stipulate certain responsibilities of the owner and things that must be done to preserve the warranty:

- **Visually inspect the roof at least at warranty required intervals.**

Warranties from most manufacturers require that the roof be inspected at certain intervals and records kept. You may use the manufacturer's inspection forms, the specialized roofing industry associations forms and checklists, or you may develop your own designed forms for your specific roof but take care to include all of the manufacturer's inspection items that apply to your roof. Even if nothing noteworthy is found, record the inspection.

- If a roof leak occurs during the installing contractors coverage period, **notify the contractor by phone as**

**soon as possible, with a follow-up in writing and a copy to the manufacturer** (sample form enclosed). Your failure to notify the contractor and manufacturer on a timely basis could, in some cases, jeopardize, limit, or void your coverage.

- If a roof leak occurs after the installing contractors coverage period, **notify the manufacturer by phone as soon as possible with a follow-up in writing** (sample form enclosed). In most warranties, the contractor's obligation ends after the first two years. Most likely, the manufacturer will still designate the same installing contractor to do warranty repairs, but your reporting obligations change and the contractor receives compensation directly from the manufacturer for repairs covered by the terms of the warranty. Providing timely documentation to the manufacturer is one of your obligations to receive continued service under the terms of the Warranty. Your failure to notify the manufacturer on a timely basis could, in some cases, jeopardize, limit, or void your Warranty coverage.
- **Notify manufacturer in writing of planned modifications to the roof.** Under the terms of most warranties you are required to notify them in advance of any intended new penetrations or alterations to the roof. This would include solar panels, exhaust fans, HVAC equipment, curbs, installation of antennas, satellite dishes, lightning protection, lighting systems, photocells, etc.. The manufacturer can assist you in arranging for an authorized contractor to make the penetration and have it properly flashed. This is a protection for them, but it is also protection for you. No plumbing, mechanical, electrical, or other contractor should be permitted to make penetrations.

CAUTION: Do not jeopardize your warranty by having an unauthorized person make a repair or flash a new penetration.

- **Notify the manufacturer of any changes of ownership of the building.** Many warranties are transferable to a new owner, but require that the manufacturer be notified in advance of actual transaction. Some manufacturers require a re-inspection of the roof before the warranty can be transferred, and they may charge for this service. Generally, it is a reasonable fee and probably worth the investment to the new owner.
- **Notify the manufacturer of any intended change in the use of the building.** Some manufacturers exclude coverage of a roof if the use of the building is significantly changed. For example, if a warehouse is changed over to a manufacturing process that involves high humidity, chemicals, or other conditions different than the original structure. It is far better to notify the manufacturer in advance of such a change rather than to be surprised after a leak with a cancellation of warranty because of the changed conditions.
- **MAINTAIN THE ROOF.** It is likely that no maintenance repairs of a quality installed roof system will be needed in the first few years, and possibly none will be needed during the term of the warranty. However, the fact that you have a warranty does not mean that you do not have to provide routine maintenance. To the contrary, you are bound by the warranty to provide certain types of maintenance on the roof to keep the warranty in effect. Failure to do so could jeopardize your warranty.

### **THINGS YOU SHOULD NOT DO**

- **Do not expose the roof to concentrated detrimental chemicals.** Many chemicals used to clean HVAC equipment, masonry, and even some paints used adjacent to a roof may be detrimental to a roof system. EPDM rubber is especially vulnerable to damage from exposure to grease & oil (including asphalt). Modified Bitumen membranes are vulnerable to damage from excessive exposure to solvents. Before such products are used on your roof, call the manufacturer and find out if there could be potential problem. Record the answers.
- **Do not allow the surface of your roof to become a work platform or debris field.** Many trades have little regard for the protection of your roof membrane. Single-ply membranes must be

100% defect free to stay watertight. Even roofing contractor's own sheet metal crews are often careless with sharp debris falling on, or left on, the roof after their work is completed. Mechanical contractors often leave screws lying on the roof that may be walked on at a later date. Wind blown debris sometimes puncture roof membranes as it tumbles across the roof. Punctures are not covered in your warranty.

- **Do not make repairs with deleterious or inappropriate materials.**  
Some roofing materials for one type of roofing systems are harmful to other types of systems. In the event of sizeable leaks or catastrophic damage during a storm emergency, stopping water infiltration may have a higher priority than the type of material used. However, if inappropriate materials were used, the approved contractor should be called after the event to mitigate damage to the roof system and provide notification to the manufacturer of the restoration made to the system and put a copy in your file for this roof.

### **PREVENTATIVE AND PREDICTIVE MAINTENANCE**

ConSpecT Services will be available to assist our clients with any of the above. We are pleased to have been a part of this project and will therefore be “at your service” to answer questions throughout the length of this warranty. Answers to questions that do not involve extensive research or analysis will be at no additional cost to you.

We feel that we have designed a roof system that meets the goals we discussed at the beginning of the project. We urge you to inspect your roof and maintain it regularly, regardless of the extent of our future involvement.

In the event you do not consistently have the time to do the inspections and keep the records, ConSpecT would be pleased to assist you by providing additional services at either at a set fee or at our standard rates in effect at the time of the service. This may include any or all of the following preventative and predictive services:

- Semi-annual or annual inspections of the roof as described above.
- Inspection (and punch list if necessary) near the end of contractor’s warranty, which occurs at the end of the second year. Workmanship deficiency items discovered before the contractors two-year warranty expires are usually repaired at no additional cost to the owner.
- In the event that it becomes necessary to file a warranty claim, ConSpecT has the background, experience, and clout to act in your behalf during the “who is responsible” evaluation process.
- In the event that repairs become necessary for any reason, ConSpecT can efficiently initiate and coordinate the work required to re-new the roof without jeopardizing the warranty.
- General consultation regarding your roof, maintenance, and general questions you may have regarding roofing are welcome.

With good management & maintenance practices, the life of this roof can and should be extended for many years past the terms of this warranty. However, this can only be accomplished when proper procedures, products, and correct systems are specified and properly installed and maintained regularly. The above is a guideline in achieving that goal.

As your consultant, we would like to be informed of any problems that you have at any time with your roof, be it the first year, second year, fifth year, or the fifteenth year. Hopefully there will be none. Realistically there will be some. We have an interest in your roof and you, as a valued client. If we can be of service, or if you have questions, please do not hesitate to call us.

Thanks.