



Understanding Your Roof

By Alan Krowka

Corporate building owners and design professionals today are inundated with a plethora of information about commercial roofing products and, in particular, the manufacturers' roofing warranties covering those products. The key to being able to select the best product for a particular application is largely dependent on your ability to discern fact from fiction and product performance from sales puffery.

Considering that nearly 75% of post-construction litigation involves roofing and waterproofing, it is incumbent on building owners and designers alike to have a thorough understanding of the roofing warranty's actual coverage before purchasing any roofing system.

The most common pitfall that building owners and designers should avoid is over-emphasizing the importance of the overall length of the warranty. The real value of the warranty is the total package rather than the individual components. In other words, you should evaluate the warranty based on the overall coverage, the limitations, and the issuing company's intent and ability to pay. Keep in mind

that the typical roofing warranty is a limited one and not an insurance policy or a roof maintenance agreement; rather, it is a written guarantee of the integrity of a product and of the manufacturer's responsibility for the repair or replacement of defective materials.

A commercial roofing warranty will not assure quality workmanship, quality materials, nor will it make a hard job any easier. Nonetheless, building owners are better off having a roof system warranty than not having one for the simple reason that the warranty creates a legal relationship between the owner and the supplier where none existed before. This is important to the owner and designer alike because if a problem arises, both are assured that the supplier will now be involved, either on its own, or as your partner trying to resolve the problems.

Warranty Types

There are several different types of warranties available today in the commercial roofing industry. Perhaps the four most popular are material-only warranties, material and labor warranties, no dollar limit (NDL) warranties, and total system warranties.

Warranties that have a specific monetary limit usually base the amount on the cost

of the roof. The definition of this "cost" can vary. Material-only warranties, for example, provide that the guarantor pays only for the cost of replacing the roofing materials, while others guarantee as much as the installed cost of the roof.

Material and labor warranties cover the materials plus labor costs involved in roof repairs, if the costs are within the stated monetary value. Unless labor is expressly written in the warranty, it may not be considered a legitimate warranty expense, leaving the building owner to handle the labor charges for the repair work.

Coverage of accessory items such as fasteners, flashing, edge metal, and fascia may be minor if the costs for the parts only are considered. However, replacing these parts can become expensive in a hurry when labor costs are added, so including these items in your warranty is a definite advantage.

In theory, NDL warranties provide unlimited payment for roof repairs. This guarantee is only meaningful if the guarantor can follow through on such a commitment.

A total system warranty is perhaps the most comprehensive warranty available, and typically covers all of the components

Warranty

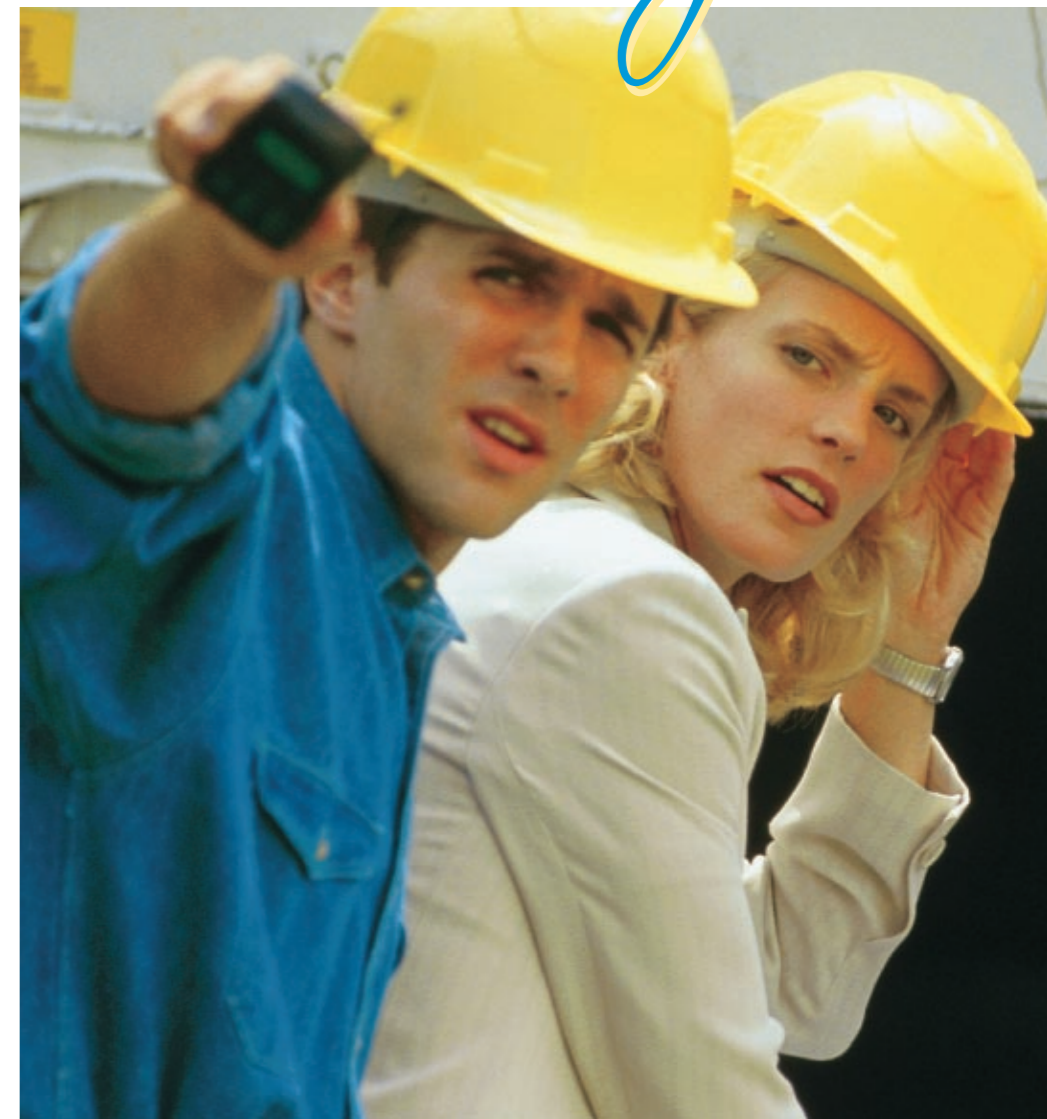
for the roofing system — the membrane, fasteners, insulation, edge metal flashings — as well as the labor to install the system.

Lastly, keep in mind that most commercial roofing manufacturers charge for their warranties, and most offer several options in terms of length of warranty coverage, type of warranty offered, etc. Find out what the up-front warranty fees are and whether the warranty fees increase as the coverage terms increase.

Time Factor

Warranty clauses involving time usually deal with two separate issues: the starting date and the duration. Most roofing warranties do not take effect until after the roof is installed, and the building owner may be required to pay for coverage before the roof is finished. Some warranties start on the date the roofing materials are delivered to the job site. Whatever the time frame, the warranty should clearly state the starting date of the coverage.

The other significant time-related clause deals with the length of the warranty coverage. Most single-ply roofing warranties are designed for periods between 5 and 15 years, with some companies offering 20-year coverage. Long-term



15 Questions To Ask

The conditions of a particular project frequently require the owner or design professional to scrutinize the scope of a manufacturer's roofing warranty with a specific concern in mind. However, on just about every job, there are a number of tough questions to ask roofing suppliers about their warranties, including the warranty term, the financial backing of the warranty, warranty administration, claims and coverage. It behooves the building owner to ask a number of threshold questions.

1. What is the length of the warranty?

Most single-ply roofing warranties range in length from 5 to 20 years, with the norm being 10 or 15 years. Many in the roofing industry have attempted to increase sales by increasing the length of their warranty. If a manufacturer pitches a longer warranty than the norm, expect a good technical reason to justify the increased life expectancy of the warranty, such as improved fasteners or membrane.

2. When does the warranty take effect?

Most warranties don't go in to effect until after the roof is completed, although some start when materials are delivered to the job site. If the warranty does take effect at the beginning of the job, find out if there are any extra charges for this coverage. It usually is not worth the extra expense to have the warranty in effect before the installation is completed because there are few warranty problems which cannot be remedied by the installation.

3. Does the contractor share warranty responsibilities with the manufacturer?

In some cases the contractor is responsible for the roof for a certain period of time — typically for the first two years after installation. After two years, the manufacturer takes over the liability. What happens if there is a problem with the roof two years and a day after installation? What if the contractor goes out of business during the time for which he is liable? Be sure to clarify who

will be responsible to remedy warranty claims from the inception date through the entire term.

4. Who backs the warranty?

It could be the manufacturer, the roofing supplier, or a third party such as an insurance company. Generally speaking, the manufacturer has the most to lose or gain from warranty claims. Therefore, of the three, they have the most vested interest in keeping customers happy. Work directly with the roofing manufacturer whenever possible.

5. How much does the warranty cost?

Find out what the charges are, if any, for the warranty. In keeping with the increased value of the warranty, charges should increase proportionately with the length of the warranty. For example, a 20-year warranty should cost significantly more than a 10-year warranty because it is offering twice the coverage in terms of years. If the 20-year warranty costs the same as the 10-year, then it probably has more limitations than the 10-year warranty. Thus, in this instance, the overall value of the warranty decreases as the length of the warranty increases.

6. Who in the company services the warranty?

It should be someone involved in the technical application area — rather than an individual in the marketing or sales department — who can accurately measure the scope of the damage and determine the most efficient and expedient method of repair.

warranties may seem desirable, but frequently contain more exclusions than short-term warranties. And warranties that offer newly extended coverage should be examined for real product improvements, otherwise the longer coverage may not truly reflect greater confidence in the roofing system.

Exclusions

Have you ever read your automobile warranty? Most people have not. A general rule of thumb is the longer the warranty, the less coverage. It's a good idea to request sample warranties from the manufacturer prior to purchasing a new roof and review them carefully to see what's in and what's out.

Exclusion terms should be defined precisely at the outset so that no confusion exists about what's covered and what's not covered. Here are some exclusions from commercial roofing warranties that should be defined:

- **Gale Force Wind.** According to a standard scale, wind can be classified as a gale force at 32, 55, or 64 mph. Obviously, the amount of damage to the roof caused by different wind speeds can vary. You should seek a warranty that either spells out the specific type of gale, or one that lists the specific miles per hour of wind speed in the warranty coverage.
- **Ponding Water.** Be sure you know what constitutes "ponding water." If ponding water does void the warranty, the roof should be sloped adequately to provide positive drainage. According to the National Roofing Contractors Association (NRCA), the criterion for judging proper slope for drainage is that there be no evidence of standing water on the deck 48 hours after it stops raining. Does your warranty have the same criterion or does it use another?
- **Undefined Substrate Movement.** Since all buildings expand and contract constantly in reaction to temperature changes, these subtle movements must be absorbed by a roof system with built-in flexibility. Most

...nearly 75%
of post-construction
litigation involves
roofing and
waterproofing...

roofing warranties cover some substrate movement, but be sure to define the amount of movement allowed.

- **Nontransferable.** This is important if you are planning to lease or sell the property. Is the warranty voided if the building ownership or use changes?
- **Environmental Fallout.** This could mean just about anything that falls from the sky — including rain, snow, acid rain, pollution or blowing leaves. Again, be sure such terminology is very clearly defined.

Clauses requiring "installation according to manufacturer's specifications" are common in commercial roofing warranties, but can give rise to situations in which the guarantor does not honor warranty claims because of improper installation, thus transferring liability back to the installing contractor.

The best protection for the roofing installer and owner alike in this regard is a well-defined inspection procedure.

Emergency Repairs

Emergency stop-gap measures, such as roof patches, sometimes void the warranty if they cause subsequent damage to the roof. If this type of work is not allowed, the warranty should provide the building owner with the means to stop a leak while waiting for an authorized repair to be made. If this work is allowable under the terms of the warranty, find out exactly what materials can and cannot be used. The warranty should state clearly how quickly the building owner must inform the guarantor of the leak and how long the guarantor may take to repair the leak. In addition, exclusions regarding weather

7. Is a final inspection required in conjunction with warranty issuance?

If so, who conducts the inspection? It should be someone from the manufacturer's technical staff — not a sales person. Be especially wary if the inspection is the responsibility of the roofing contractor. This may indicate that the ultimate responsibility and liability will be placed on the contractor, not the manufacturer.

8. Who do you call if your roof leaks, and when?

Find out who should be called if the roof leaks — whether it is the contractor, the manufacturer, or the distributor. Also clarify the procedure for initiating a claim. If a problem is left unreported for too long, it could jeopardize your warranty.

9. Will the warranty be voided if you act to stop a leak?

If the leak is causing damage to the contents of the building, you may not want to wait until the roofing manufacturer can send someone out to fix the problem. However, work done by a maintenance crew may void the warranty in some instances. Find out what the manufacturer's position is on this, and how quickly they can respond to emergency situations. Do they offer a temporary remedy for emergencies?

10. Can you add rooftop equipment without voiding the warranty?

A few years from now you may decide to add another rooftop air conditioning unit or put in some skylights; both may void your warranty. Because it is difficult to predict what your future needs may be, find out what effect, if any, rooftop alterations have on your roofing warranty. Find out too, what the policy is on roof walkways. Is this considered rooftop equipment? Are there any limitations as to what kind or brand of walkway is used?

11. What exactly is covered under the warranty? All components, or just those provided by the manufacturer?

Small items, such as fasteners, fascia, and flashing, are not necessarily expensive, but the labor cost to replace them may be high. Does the warranty cover workmanship as well as materials? The owner should know which elements of the roofing system are covered in order to avoid

expensive surprises later. The warranty should clearly spell out the items covered.

12. What are the exclusions?

Exclusions are important because they indicate the limitations in the warranty. Generally, the longer the warranty, the more exclusions it has.

13. Are there limitations regarding building occupancy?

There may be certain kinds of building occupants who are not covered under the warranty, such as chemical manufacturers or businesses in which hazardous environments exist. Also, the warranty may be "non-transferable" and cease coverage if the tenant or use of the building changes.

14. What are your responsibilities in terms of maintenance?

Limiting foot traffic and performing regular inspections of roof drains and equipment are just two of the normal maintenance practices required to keep most roofs in good condition. Find out if there are any procedures that you must follow to keep the warranty valid and request the procedures in writing from the manufacturer.

15. What is the absolute value of the warranty?

While it is important to look at each of the individual elements of the warranty, the total package is more important than the warranty components. The warranty should offer comprehensive coverage, reasonable and realistic exclusions, and be backed by a company which is financially responsible and secure, with a good track record for handling warranty claims. Warranties which excel in one area but are lacking in another should be avoided. For instance, a 15-year warranty with few exclusions may be worthless if the company lacks the financial stability to stay in business for the term of the warranty.

By asking these and similar questions, the building owner will have a better sense of security when buying a particular roofing membrane or product. As a result, upper management can embrace your decision to use a specific roofing membrane or product based on a total evaluation of all of the terms and conditions of the warranty, not just its length.

damage should reflect the conditions of the particular geographical region. Owners of buildings in coastal regions, for example, should have additional warranty coverage for damage caused by strong winds. The weather and wind uplift maps produced by Factory Mutual or Underwriters Laboratories can be used as references for this information.

Implied Warranties

The Uniform Commercial Code (UCC)*

has been adopted by all fifty states and deals with:

- **Merchantability:** The materials must be fit for the ordinary purposes for which they are purchased. If the warrantor supplied defective roofing material, this implied warranty will have been breached.
- **Fitness for purpose:** If the warrantor supplies materials for a specific application, with knowledge of that application, and the materials fail

due to the rigors of the application, the warrantor would be deemed to have breached the warranty.

* *Note: Most roof system warranties exclude the Uniform Commercial Code.*

Changing the Warranty

On occasion, alterations to the warranty are required to fit the specific characteristics of the building. The person who authorizes these modifications should be the same person who approves the warranty on behalf of the guarantor. If this person is someone else, any agreed-upon alterations to the warranty could be invalid.

The guarantor should provide a technical or field person who is a full-time employee of the company to perform a final inspection after the roof has been installed. This step will help to ensure that the roof meets the specification and that installation errors are identified and corrected before they become problems. The inspectors can ascertain that the roof conforms to the shop drawings, that the fasteners are spaced and installed according to specifications, that the insulation is dry and stable and installed correctly, and that a representative sampling of seams has been probed and found to be made properly.

Building Owners' Responsibilities

Building owners should have a letter from the guarantor explaining their responsibilities. As part of their commitment to extending the life of the roof, building owners should work closely with the manufacturer and guarantor to learn proper maintenance techniques. For example, access to the roof should be restricted (foot traffic and associated maintenance equipment can cause damage that may not be covered under the warranty). Drains and other roof equipment should be inspected regularly — at least every three months or after a major storm. Such procedures help extend the life of the roof and demonstrate the building owner's intention to comply with the warranty. Finally, owners should know their responsibilities in notifying the guarantor of leaks or defects in the system. ▲

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