



State of Wisconsin – Vegetated Roofing System Manufacturer 20-yr Guarantee

State Agency/Location/Address _____

Building Name _____ Bldg. No. _____ Roof Area(s) _____

D.S.F. Project No. _____ Project Total Sq. Ft. _____ Manufacturer _____

Type of Waterproofing System _____ Prime Contractor _____

Date of Completion _____ State Guarantee Starts _____ State Guarantee Expires _____

List Additional Manufacturer Warranty and/or Guarantee Submittals Required

(submit all of the additional warranty/ guarantees required at the same time along with this guarantee)

Waterproof Warranty -Yes No **Membrane Warranty** -Yes No **Metal Guarantee** -Yes No

Contractor Maintenance Plan -Yes No **Vegetation Warranty** -Yes No

Subject to the terms, conditions and limitations stated herein, we, the undersigned hereby guarantee that the Vegetated Roofing System (VRS) installed on the above named building, will remain in a watertight condition, free from leaks and defects in materials or workmanship, for a period of twenty (20) years from the date of completion; and that we will at our expense, make or cause to be made such permanent repairs to said VRS having defects in any of the materials and workmanship applied by or through the undersigned, as may be necessary to restore to compliance with the specifications or replace said VRS in a water tight condition without defects as hereinafter defined.

In addition to the twenty (20) year water tightness warranty above, we, the undersigned hereby jointly and severally guarantee that, installed on the above named building, plantings will achieve 50 percent coverage of planted areas in year one (1) and 80 percent coverage of planted areas in year two (2). For pre-vegetated mat systems, plantings will achieve 75 percent coverage of planted areas in year one (1) and 90 percent coverage of planted areas in year two (2). With the exception of roof pavers, supplied metal components, or other components with their own individual warranties of greater duration, we will maintain finish materials free from defects in materials or workmanship, including the removal of weeds or other invasive plant species, for a period of three (3) years from the date of completion; and that we will at our expense, make or cause to be made such permanent repairs to said VRS having defects in any of the materials and workmanship or inadequate plant coverage applied by or through the undersigned, as may be necessary to restore to compliance with the specifications or replace said VRS finish components without defects as hereinafter defined. Inadequate plant coverage or propagation shall be limited to a period of three (3) years.

Contractor shall perform all required Vegetated Roofing System maintenance for three years with a final inspection performed within last 6-months of term. Contractor shall perform three (3) electric leak detection surveys as required in the specification. Submit written inspection/repair and location reports to DFD Project Manager and Agency Representative.

This guarantee is made subject to the following terms and conditions:

For a period of twenty (20) years from the date of completion, upon the report by the Owner of a warranty covered leak in the VRS, the manufacturer shall be responsible, at its cost, for the removal and replacement of the portions of the VRS that were provided by the manufacturer, required to investigate and respond to the warranty service request. Should the manufacturer's investigation reveal the cause of the leak to be outside the scope of the VRS warranty and if it is mutually agreeable by the Manufacturer and the State,

overburden removal and reinstallation costs and the subsequent investigation and repair costs shall be paid by the State.

The term “defect” shall include (i) leak(s) and (ii) faulty installation, and defective materials that substantially affect the performance of the VRS.

Repair of a defect(s) shall be performed by the undersigned parties without further cost to the State to include the removal, disposal and replacement of waterproofing system components or finish media components as defined herein. Work conducted during the course of an investigation to determine the cause, nature, or extent of a defect shall be reimbursed to the undersigned if it is mutually determined the defect is not the responsibility of the undersigned.

The term “waterproofing system” shall mean all the materials above the structural deck and below the finish media, including membranes, insulation, electric leak detection components, drainage mats, protection sheets, root barriers, etc., which are furnished under this contract and the workmanship for installing such materials. Only materials provided by the roofing manufacturer are to be warranted by the manufacturer.

The term “finish media” shall mean all the materials above the waterproofing system including soils and growth media, plants, pavers, borders and separators, maintenance borders, gravel ballast, etc. which are furnished under this contract and the workmanship for installing such materials.

No work will be done on said Vegetated Roofing System (VRS) by the State, including, but without limitation, work in connection with base flashings, flues, vents, drains, sign braces, antennas, railings, platforms or other equipment fastened to or set on the VRS, and no repairs or alterations will be made to said VRS, unless the undersigned are first notified and given the opportunity to make the necessary VRS application recommendations with respect thereto, and such recommendations are complied with by the State. Failure to observe this condition shall render this guarantee null and void.

The undersigned shall be paid for time and material expended in making recommendations or repairs occasioned by the work of others on said VRS. In the event leak(s) or defects should occur, the User Agency shall notify the undersigned parties in writing at the addresses listed below within thirty (30) days of discovery of leak(s) or defects. If repairs are not initiated within ten (10) days from the date of receipt of written notice that leaks or defects exist, the State is hereby authorized to have repairs made to the VRS as is required without invalidating this guarantee, and the undersigned agrees to pay all costs for repair or replacement of leak(s) or defects in the VRS within thirty (30) days from the date such repairs or material replacement have been completed and approved by the State.

The undersigned shall not be liable for the costs of overburden removal or replacement for overburden depths greater than twelve (12”) inches and removal of more than 100 square feet of overburden per individual leak. If an individual leak occurs in a linear fashion more than five feet in length, the manufacturer shall not be required to remove and replace more than three-feet of overburden on either side of the line of leakage.

In the event that the State has notified the undersigned parties of the need to repair leak(s) through the VRS and an emergency condition exists which requires immediate repair to avoid substantial damage to the State, the State may make such temporary repairs as may be essential and such action shall not be a breach of this Guarantee, so long as the State complies with other provisions of the Guarantee.

Agents and employees of the undersigned shall have free access to the VRS during normal business hours with reasonable advance notice to the State or individual agency. Agents and employees of the undersigned will be required to comply with individual State and / or Agency roof access requirements.

This Guarantee is in lieu of all other warranties expressed or implied, including warranties of merchantability or fitness for any particular purpose. No representatives of the parties herein named have the authority to make any representations other than those stated herein.

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Specifically excluded from this guarantee is any and all damages to said roof system, the building or contents therein caused by any one or combination of the following,

- Acts or omissions of the State.
- Damage resulting from natural disasters; i.e., windstorm (exceeding velocity of 55 miles per hour), hail, flood, hurricane, lightning, or other phenomena of the elements.
- Damage resulting from the building structure failing to have adequate strength to support all live and dead loads, including water and snow loads, or any damage resulting from any other structural defects or failures.
- Damage resulting from objects, misuse or abuse of the VRS, recreational activities, or storage of material on the VRS, and traffic other than routine maintenance or beyond the original design intent.
- Damage or failure of plants to sufficiently propagate or thrive as a result of the failure of the State to provide adequate irrigation as may be required, in writing, from the manufacturer during the three-year finish warranty period.
- Discharge of vegetable, mineral, animal oils, greases, solvents, or chemicals such as industrial wastes, upon the VRS surface, unless originally designed for such purpose and prior written approval is received from the manufacturer.
- The undersigned shall not be liable for damage to interior of building, consequential damage, loss of profits or rents, contents of building, or VRS.
- The total liability of the undersigned shall not exceed the original amount of the installed cost of the system, including material and labor.

IN WITNESS WHEREOF, this instrument has been duly executed,

VEGETATED ROOF SYSTEM MANUFACTURER

ROOFING (Prime) CONTRACTOR

(Where as the Roofing Contractor is not the Prime Contractor, the Prime Contractor signature is required)

Signature _____

Signature _____

Printed Name/Title _____

Printed Name/Title _____

Date _____

Date _____

Address _____

Address _____

Telephone _____

Telephone _____

e-mail _____ e-mail _____

Date _____

Date _____

Seal

Seal