

SECTION 00 65 36 - WARRANTY FORMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:

1. The following warranty forms:
 - a. Building Warranty
 - b. Kroger Asphalt Paving Warranty
 - c. Kroger Roof System Limited Guarantee

B. Warranty forms are included on the following pages.

1. Roofing warranties are samples only. Actual roofing warranty identical to sample forms enclosed must be issued from roofing manufacturer's warranty department.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

(See the following pages for warranty forms)

KROGER BUILDING WARRANTY

Date: _____ 20 ____

TO: THE KROGER CO., ITS SUBSIDIARIES AND AFFILIATES

The undersigned, _____

having heretofore entered into a contract with The Kroger Co., its subsidiaries and affiliates, dated

_____ 20 ____ for the construction of a _____

located at _____

according to certain plans and specifications prepared by _____

and in accordance with the terms of said contract do hereby guarantee that all the labor and material furnished and work performed by us under said contract is in conformity with such plans and specifications and authorized alterations thereto and that such building and equipment installed pursuant to said contract is free from imperfect workmanship and materials, and we agree to repair at our own cost and expense all of the work covered under said contract and change orders which may prove to be defective for a period of one year from the date hereof. Furthermore, we agree to repair at our sole cost any work, which we may affect or disturb in making the repairs herein contemplated.

By: _____

Title: _____

Warranty period begins at Contract completion date.

KROGER ASPHALT PAVING WARRANTY

Date: _____ 20 ____

TO: THE KROGER CO., ITS SUBSIDIARIES AND AFFILIATES

The undersigned, _____

having heretofore entered into a contract with The Kroger Co., its subsidiaries and affiliates dated

_____ 20 ____ for the construction on _____

and exterior improvements including a parking area, located at _____

_____ according to certain plans and specifications prepared by _____

_____ and in accordance with the terms of said contract do hereby guarantee that all the labor and material furnished and work performed by the construction of the asphalt paving, base and sub-grade under said contract is in conformity with such plans and specifications and authorized alterations thereto and that such asphalt paving, base and sub-grade constructed pursuant to said contract is free from imperfect workmanship and materials, and we agree to repair at our own cost and expense all of the work covered under said contract and change orders which may prove to be defective for a period of eighteen months from the date hereof. Furthermore, we agree to repair at our sole cost any work which we may affect or disturb in making the repairs herein contemplated. Furthermore, we assume responsibility for the failure of the paving and base course due to failure of the sub-grade.

By: _____

Title: _____

Warranty period begins at Contract completion date.

KROGER ROOF SYSTEM LIMITED GUARANTEE
(Retail)
Firestone Roofing Systems Group

Guarantee No: _____ **FBPCO #** _____

Square Footage: s. f. _____

Building Owner: _____

Building Identification: _____

Building Address: _____

Guarantee Period: 20 **Years** **Beginning on:** _____

For the guarantee period indicated above, Firestone Building Products Company, LLC ("*Firestone*"), guarantees to the Building Owner ("*Owner*") above that Firestone will, subject to the Terms, Conditions, Limitations, and Definitions set forth below, repair any leak in Firestone Roofing System ("*System*").

TERMS, CONDITIONS, LIMITATIONS, AND DEFINITIONS

1. The System is limited to mean the Firestone Brand membranes, Firestone Brand insulations, and other Firestone Brand accessories when installed in accordance with Firestone's technical specifications. Firestone certifies that a representative of Quality Building Services (QBS) has inspected the System, and as of the completion date indicated above, the System has been found to be acceptable for issuance of this Kroger Roofing System Limited Guarantee ("*Limited Guarantee*"). The following items are excluded from this inspection and hence are specifically excluded from the Guarantee.
 - I. Roofing Sheet Metal, including copings, counter flashings, gravel stops, scuppers, overflows, leaders, gutters, downspouts, and associated caulks and sealants not supplied by Firestone.
 - II. The underlying roof substrate, roof deck, existing roof materials, non-Firestone insulation products and fasteners.
 - III. Non-Firestone roof accessories, including skylights, hatches, curbs, mechanical equipment, and equipment mounts, ventilators, hoods, expansion joints, cables and the like.
 - IV. Building walls and parapets.
2. In the event any leak should occur in the System: (a) The Owner must give Written notice to Firestone within thirty (30) days of any occurrence of a leak. By so notifying Firestone, the Owner authorizes Firestone or its designee to investigate the cause of the leak. (b) If upon investigation, Firestone determines that the leak is not excluded under the Term, Conditions, Limitations, and Definitions set forth below, the Owner's sole and exclusive remedy and Firestone's liability shall be limited to the repair of the leak. (c) Should the investigation reveal that the leak is excluded under the Terms, Conditions, Limitations, and Definitions set forth below, investigation costs shall be paid by the Owner. Failure by the Owner to pay for these costs shall render this Limited Guarantee null and void. If the cause of the cause of the leak is determined by Firestone to be outside the scope of this Limited Guarantee, Firestone shall advise the Owner of the type and/or extent of repairs required to be made at the Owner's expense which, if the Owner properly makes, will permit this Limited Guarantee to remain in effect for the unexpired portion of its term. Failure by the Owner to make these repairs in a reasonable manner and within a reasonable time shall render this Limited Guarantee null and void; (d) Any dispute, controversy, or claim between the Owner and Firestone concerning this Limited Guarantee shall be

settled by final and binding arbitration in accordance with the American Arbitration Association's rules for the construction industry. Included in this Limited Guarantee is the guarantee that warrants and guarantees Owner with a water and vapor tight condition of roof system and all components thereof for a period of Twenty (20) years from the date of owner's final acceptance. All vapor barriers must be Firestone Branded materials. Warranty and Guarantee shall cover all workmanship and materials required to maintain watertight condition and a roof system free of defects.

3. Firestone shall have no obligation under this Limited Guarantee, or any other liability, now or in the future if a leak or damage is caused by: (a) Natural forces, disasters, or acts of God including, but not limited to winds in excess of 72 mph (the roof will be covered under this guarantee with winds up to 90 mph when specifically designed for the application and pre-approved by Firestone), hurricanes, tornadoes, hail (hail up to and including 2" in diameter will be included in this guarantee when the roof system is covered by ½ ISOGARD HD and 60 mil membranes), lightning, earthquakes, atomic radiation, insects, or animals; (b) Any act(s), conduct or omission(s) by any person, or act(s) of war, which damages the System or which impairs the membrane's ability to resist leaks; (c) Failure by the owner to use reasonable care in maintaining the System; (d) Deterioration or failure of building components, including, but not limited to, the roof substrate, walls, mortar, HVAC units, etc.; (e) Condensation or infiltration of moisture in, through, or around the walls, copings, rooftop hardware or equipment, building structure or underlying or surrounding materials; (f) Animal or vegetable fats and grease or any asphalt or petroleum based product including lubricating oils, plastic roof cement, and the like; (g) Alterations or repairs to the System not approved in writing by Firestone; (h) The architecture, engineering, construction, or design of the roof, roofing system, or building. Firestone does not undertake any analysis of the architecture or engineering require to evaluate what type of roof system is appropriate; (i) A change in building use or purpose; (j) Failure to give proper notice as set forth in paragraph 2(a) above.
4. Firestone shall have no obligation under the Limited Guarantee unless and until Firestone and the Licensed Contractor have been paid in full for all materials, supplies, services, approved written change orders, warranty cost and other cost which are included in, or incidental to, the System. In the event that repairs not covered by this Limited Guarantee are necessary in the future, Firestone reserves the right to suspend this Limited Guarantee until such repairs have been completed and the Licensed Applicator and /or Firestone has been paid in full for such repairs.
5. This Limited Guarantee shall be transferable subject to Firestone inspection, written approval, and payment of the current transfer fee.
6. During the term of this Limited Guarantee, Firestone, its designated representative or employees, shall have free access to the roof during regular business hours. In the event that the roof access is limited due to security or other restrictions, Owner shall reimburse Firestone for all the reasonable costs incurred during inspection and/or repair of the System which are due to delays associated with said restrictions. Owner shall be responsible for removal and replacement of any overburdens, super strata or overlays, either permanent or temporary, excluding accepted stone ballast or pavers, as necessary to expose the System for inspection and/or repair.
7. Firestone's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or any other terms and conditions of this Limited Guarantee.

By: **FIRESTONE BUILDING PRODUCTS COMPANY, LLC**
Phil LaDuke

Authorized Signature: _____
Title: **Director, Quality Assurance**

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