

## **Florida Consumer Considerations in Replacing their Roofing System**

The Florida Roofing, Sheet Metal and Air Conditioning Contractors Association provides the following general information to help Florida consumers when selecting a qualified roofing contractor and appropriate roofing system when replacing an existing roof.

### **Selecting a Roofing Contractor**

Florida roofing contractors are subject to the state laws which regulate construction contracting. All roofing contractors conducting business in Florida must have a license issued by the Florida Construction Industry Licensing Board (CILB).

### **Registered Roofing Contractor**

A registered roofing contractor has met the licensing requirements for operating a roofing business generally only in the area in which the business is located. The county or city sets the requirements which include competency through successful completion of an examination and proof of necessary workers' compensation and liability insurance. Once the contractor meets the requirements they receive a local license and may then apply to the State Licensing Board for a Registered Contractors license. The license is an "RC" followed by six numerals (Example - RC000001). This license allows the roofing contractor to operate only in the local area(s) where he has demonstrated competency.

### **Certified Roofing Contractor**

State Certified Roofing Contractors have successfully completed a two-day comprehensive examination administered by the Construction Licensing Board. In addition, they must demonstrate that they have specific experience and training in the roofing field and provide proof of both Workers' Compensation and liability insurance. If they meet all of the requirements, they are issued a license which is a "CCC" followed by six numerals (Example - CCC000002). Certified roofing contractors are allowed to contract anywhere in the state without having to meet any local competency requirements. Generally, the only requirement to obtain a permit to reroof a home or building is proof of certification.

### **What to Ask the Contractor**

Florida law requires that all roofing work be done by a contractor licensed to perform such work. Hiring an unlicensed contractor can result in a fine to the consumer of up to \$5,000. Always get at least three proposals and ask the following questions:

1. Are you a member of a professional roofing organization such as the Florida Roofing, Sheet Metal and Air Conditioning Contractors Association?
2. Do you have a permanent place of business, and for how long?

3. Are you properly licensed and insured according to the Florida licensing requirements? Please let me have your license number.
4. May I see copies of your certificates of insurance for workers' compensation and contractor liability insurance?
5. Can you provide me with a list of client references that I may contact?
6. Do you guarantee your work, and what type of written warranties will you provide?
7. Will I receive a written proposal with a complete description of the work and specifications, such as estimated starting and completion dates?
8. Will my property remain relatively clean and orderly during the project?
9. Who will be the on-site person in charge on a day-to-day basis?

### **Primary Residential Roofing System**

#### **Asphalt Shingles**

Asphalt shingles are the predominate roofing material used to roof homes in Florida. Asphalt shingles are composed of a base material which is either an organic felt or a glass fiber mat, asphalt, and surfacing material which is generally a mineral granule. The felt or mat gives the shingle strength while the mineral granules provide protection from impact, ultraviolet damage and improved fire resistance. The asphalt binds all components together.

Asphalt shingles are manufactured in more than one thickness. Shingles with multiple thickness are generally known as laminated shingles. They have a three-dimensional appearance.

Shingles are applied over an underlayment of asphalt saturated felts which provide additional protection beneath the shingles but are not exposed directly to the weather.

#### **Shingle Warranties**

A number of shingle manufacturers sell their shingle products in Florida through both the wholesale and retail distribution systems. Manufacturers warranties generally range from 15 years to 40 years depending on the type of shingle. Some manufacturers make and warrant shingles which are resistant to fungus/algae growth. Warranties relating to this fungus/algae growth are generally 10 to 15 years.

All manufacturers warranties are prorated. Proration generally starts after the first year and continues through the warranty period. Manufacturers warrant that their shingles are free of

defects. Roof leaks caused by improper installation by the contractor are not covered by the warranty, but should be covered by the roofing contractor's workmanship warranty.

Most manufacturers' warranties provide that the manufacturer will replace or repair defective shingles, but no other components of the system such as metal or the felt underneath. Generally, the manufacturers will provide labor but both labor and repair or replacement of the defective shingles are prorated based on the length of the warranty.

Most manufacturers' shingle warranties do not cover:

1. Natural disasters and acts of God (lightning, hurricanes, tornadoes, earthquakes)
2. Hail
3. Acts of negligence, abuse or misuse, accidents, vandalism
4. Damage by structural failure; settlement; movement; distortion; warpage; or buckling or cracking of roof deck, walls, or foundation
5. Failure of material and/or metal work not supplied by the manufacturer issuing the warranty
6. Changes, repairs, or alterations to roof or installation of equipment, fixtures, or utilities on or through roof after application
7. Defects in, failure or improper application of, roof insulation, roof deck, or any other underlying surface of material used as a base over which the shingles are applied
8. Inadequate attic ventilation
9. Traffic or storage of materials on roof
10. Improper storage of shingles
11. Damage resulting from lack of positive, proper, or adequate drainage
12. Negligence or failure of owner to use reasonable care in maintenance of roof or failure to follow manufacturer's maintenance specifications
13. Variations in color caused by natural positioning of the granular surfacing material
14. Discoloration caused by algae, fungi, lichen, cyanobacteria, or environmental sooting
15. Repairs performed or materials furnished by others unless specifically authorized and

approved by manufacturer; unauthorized repairs

16. Fire
17. Any cost incurred for repair or replacement not authorized by manufacturer
18. Contaminants that have not been approved first or accepted by the manufacturer; exposure to or contact with damaging or deteriorating substances or agents
19. Defects or failure caused by misapplication of materials or by application not in strict adherence with manufacturer's specifications, application instructions, and approved practices
20. Application of shingles directly to insulation or an insulating deck without manufacturer's prior approval
21. Application of cleaning solutions, paint, or coatings
22. Infiltration or condensation of moisture in or through underlying area; vapor condensation beneath the roof
23. Damages caused by falling objects
24. Damage to the shingles due to any cause other than manufacturing defects; acts of parties other than manufacturer
25. Appearance problems related to multiple-layer installation, application over old shingles
26. Fore majeure; conditions or use or circumstances beyond manufacturer's control

### **Clay & Concrete Tile**

Concrete and clay roof tile have enjoyed an increase in popularity throughout Florida in recent years. They are available in a wide variety of styles, finishes and colors. Clay roof tile is produced by baking molded clay into tile. The density of the clay is determined by the length of time and temperature at which it is heated. Tiles may be glazed and may also have surface texture treatment.

Concrete tiles are made of portland cement, sand and water in varying proportions. The material is mixed and extruded on molds under high pressure. The exposed surface of the tile is finished with a cementitious material and colored with synthetic oxide additives. The tiles are then cured to reach the required strength.

Both concrete and clay roof tile are installed using varying methods over solid decks according

to applicable building codes and the manufacturer's recommendations.

### **Manufacturers' Warranties**

Almost all roof tile manufacturers provide a 50-year limited warranty on their product. This warranty is for break strength only, meaning the manufacturer warrants the tile will not break under normal conditions during the warranty period. The warranty does not cover discoloration or loss of color of the products. The warranty provides that the manufacturer will replace only defect broken tile on a "piece-by-piece" basis, and it does not cover labor to remove and install defect tiles.

### **Contractors' Workmanship Warranties**

Generally, roofing contractors will provide a written warranty against failures caused by improper installation of the roof. These warranties range from one to five years, and occasionally may go as high as 10 years. During the period of the warranty, the contractor will repair any portions of the roof that develop problems resulting from installation of the materials. If the materials are defective, the contractor will contact the manufacturer regarding their warranty provisions. It is important for homeowners to understand that this warranty can be voided by actions including repeated foot traffic on the roof, and repairs made by person other than the roofing contractor.