



SAMPLE REPORT

Roof Review Packet

Sample Report (identifying details removed)

Prepared by Scope Guardian

Inspection: Month 1

The reference attachments are provided for review only. The manufacturer chimney flashing instructions are a manufacturer example and are not confirmed as the installed product. This package addresses roofing conditions and the contract's stated terms. It is not legal advice. The owner may wish to consult an attorney if the owner feels it is needed.



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Part 1. Roof Flashing and Workmanship Review

Property: a single-family home in the Hudson Valley, New York

Prepared for: the homeowners

Inspection date: Month 1 Report date: Month 1

Meeting review copy: Month 1

Contents of this review: 1 Background; 2 Correct Method for Flashing a Roof Penetration; 3 Observed Conditions (3.1 Chimney and flue pipe penetration; 3.2 Manufacturer instructions for this type of penetration; 3.3 Homeowner question: sealing the pipe to the sheathing; 3.4 Second penetration, square pan flashing; 3.5 Skylight flashing); 4 Basis: Workmanship, Not Shingle Material; 5 A Note on Legal Advice.

This report states the roof penetration and flashing conditions observed at a single-family home in the Hudson Valley, New York in Month 1 and describes the correct method for flashing such a penetration. The contract and warranty provisions and the records that bear on the matter are set out in a separate reference. The photo sheet accompanies this report. Interior areas were not separately inspected and no interior photographs are included. There is no interior damage to date. Manufacturer specifications are cited as industry examples only unless the exact product installed is confirmed. This report is not legal advice and the preparer is not an attorney.

1. Background

The roof was installed by the contractor under its estimate, signed about one year before the inspection, and is about one year old. The dark architectural shingles match the specified architectural shingle named in the contract. The records reviewed are the contractor's estimate with its scope, terms, and workmanship warranty page; the Month 1 email transmitting the contract and third party installation guarantee attachments; the shingle manufacturer's published warranty information; and the manufacturer's chimney flashing installation instructions (example product), used only as a manufacturer example.

The signing page shows the base shingle package as the final price; the shingle upgrade option and the skylight line appear not to have been selected. This does not affect the chimney concern, because the base scope still calls for ice and water barrier around chimneys and all penetrations and for new galvanized steel chimney pipe flashing and a storm collar where applicable.

2. Correct Method for Flashing a Roof Penetration

For reference, a roof penetration is correctly flashed in this order: ice and water shield is applied around the penetration first and extended several inches past its base; underlayment is applied over it; shingles are installed up to just below the penetration; the flashing is set so its lower edge laps over the shingles below it; a second piece of ice and water shield is applied around the penetration; the shingles are continued above so they cover the upper edge of the flashing; and the storm collar is sealed to the pipe just above the flashing. The principle is that the upper edge of the flashing sits under the shingles, the



lower edge laps over the shingles, fasteners are concealed, and water sheds over each lap. This sequence is described in manufacturer instructions and in standard roofing practice.

3. Observed Conditions

3.1 Chimney and flue pipe penetration (main concern)

The flashing at this penetration is a shaped, tapered metal flashing with a vertical lapped seam. The seam faces up the slope, toward the oncoming runoff. On a flashing shaped to shed water the seam should face down the slope, so here it is reversed.

At the up-slope side, the shingles were cut and the area was patched with surface roofing cement rather than the shingles lapping over the upper edge of the flashing, as the correct method requires. The storm collar above is tight and the owner has sealed it, so the collar is not the leak path. The flashing beneath the collar is not sealed, and that joint has no sealant. This is where water and ice reach the pipe.

The base relies on surface roofing cement, and there are fasteners in locations not expected on a correct installation. On a roof about one year old, it is not clear why cement was necessary. The penetration sits low on the slope near the eave, so the whole slope drains toward it.

There is no interior damage to date. The owner reports that last winter he heard ice crash inside the fireplace. That account is consistent with the conditions observed here: water reaching the pipe at the unsealed flashing, freezing on the pipe, and melting during the day.

The photographs show the exterior only. The pipe, flashing, and storm collar products are not identified in the documents, and the photographs do not show whether the contracted ice and water membrane is present beneath the surface.

3.2 Manufacturer instructions for this type of penetration

The manufacturer's chimney flashing instructions (example product), cited as a manufacturer example only with no claim that this is the installed product, call for at least 2 inches of clearance to combustibles, installing the upper edge of the flashing under the roofing and nailing only the upper edge and sides, leaving the lower edge unnailed, sealing the storm collar to the chimney just above the flashing, and not driving screws through the flashing into the chimney pipe. These instructions match the correct method stated above.

3.3 Homeowner question: sealing the pipe to the sheathing

The homeowner asked whether the pipe should have been sealed directly to the roof sheathing. For a listed chimney or flue pipe that is not the general standard, because these systems require clearance to combustibles such as plywood. The correct method maintains that clearance while integrating the deck opening, ice and water membrane, underlayment, flashing, and storm collar so the penetration sheds water.



3.4 Second penetration, square pan flashing

A second, separate penetration, a smaller black corrugated pipe, is flashed with a square metal pan and trim that sit on top of the finished shingles (Plates 7 and 8). The trim is fastened through its face, in the water path, and sealed with caulk. By the correct method, the flashing would be integrated into the shingle courses with its upper edge under the shingles and the fasteners concealed. The documents do not identify the product, and the photographs do not show whether ice and water membrane and integrated flashing are present beneath the trim.

3.5 Skylight flashing

The contractor did not replace the skylights but replaced the skylight flashing kits with the roof work, so this flashing is within the contracted scope. The flashing shows an exposed fastener through the metal side flashing and a shingle edge that appears lifted, which can let ice backup travel under the flashing. The flashing kit product is not identified in the documents.

4. Basis: Workmanship, Not Shingle Material

Every condition above is at a flashing, a collar, or a fastener, not in the shingle. The shingle manufacturer states its shingle limited warranty covers manufacturing defects and does not cover incorrect application. The chimney and flue penetration is the most significant of the observed conditions.

5. A Note on Legal Advice

This report addresses roofing conditions. It is not legal advice. The owner may wish to consult an attorney if the owner feels it is needed.

Sources: the contractor's estimate; the shingle manufacturer's published warranty information; the manufacturer's chimney flashing installation instructions (example product).



Part 2. Roof Photo Sheet

Property: a single-family home in the Hudson Valley, New York

Prepared for: the homeowners

Inspection date: Month 1 Report date: Month 1

This sheet presents inspection photographs of the conditions described in the Roof Flashing and Workmanship Review for the same property. The photographs show the exterior only.

No interior condition is claimed. Manufacturer references are industry examples only unless the exact product installed is confirmed. This sheet is not legal advice and the preparer is not an attorney.

Plate 1 Penetration location



The chimney and flue pipe penetration sits low on the slope near the eave. The whole slope above drains toward it.

Plate 2 Flashing seam faces up the slope



The flashing is a shaped, tapered metal flashing with a vertical lapped seam. The seam faces up the slope, toward the oncoming runoff. On a flashing shaped to shed water the seam should face down the slope. Roofing cement is smeared where the flashing meets the shingles. By the correct method the shingles lap over the upper edge of the flashing.



Plate 3 Base relies on surface cement



The base relies on surface roofing cement, smeared on the shingles beside the flashing and around its base, instead of the shingles lapping over the upper edge of the flashing.

Plate 4 Collar tight, flashing beneath unsealed



The storm collar is tight and owner sealed, so it is not the leak path. The joint at the flashing beneath the collar is unsealed, and the base relies on surface roofing cement. Water and ice reach the pipe at the unsealed flashing beneath the collar.



Plate 5 Unsealed flashing joint beneath the collar



The flashing joint beneath the collar has no sealant. The collar above is sealed; the flashing is not. This is where water and ice reach the pipe.

Plate 6 Unsealed flashing joint, close view



Close view of the unsealed flashing joint beneath the collar. No sealant is present along this joint.



Plate 7 Second penetration on top of the shingles



A separate penetration is flashed with a square metal pan and trim that sit on top of the finished shingles, fastened through the face and sealed with caulk. The pan and trim resemble a skylight curb flashing, which is not the intended application for a pipe penetration. By the correct method the flashing would be integrated into the courses with the upper edge under the shingles and the fasteners concealed.

Plate 8 Second penetration, fasteners through the apron



The same penetration. The fasteners pass through the trim apron that laps the shingles, each sealed with caulk.



Plate 9 Skylight flashing, fasteners and lifted shingle



The skylight flashing shows exposed fasteners and a shingle edge that appears lifted. The contractor replaced the skylight flashing kits with the roof work.

Plate 10 Skylight apron, exposed fasteners



Exposed fasteners pass through the metal apron flashing below the skylight.



Part 3. Contract, Warranty, and Records Reference

Property: a single-family home in the Hudson Valley, New York

Prepared for: the homeowners

Date: Month 1

This reference accompanies the Roof Flashing and Workmanship Review for the same property. It sets out the provisions of the contract and warranty documents and the records that bear on the matter. It states facts only.

This is not legal advice, and the preparer is not an attorney. The owner may wish to consult an attorney if the owner feels it is needed.

Contract and Warranty Provisions

The following are provisions of the contractor's contract and the cited warranty documents, stated as written.

- **Lifetime Workmanship Warranty.** The contract covers defects caused by labor on a complete roof replacement. It excludes manufacturer, act of God, and non labor related damages, is transferable one time, and does not take effect until all invoices are paid in full.
- **Material defects.** The contract routes material defects to the manufacturer's warranty.
- **Standard of care.** The contract states all work will be completed in a professional manner in accordance with "best standard practices."
- **Scope items.** The base scope includes ice and water barrier around chimneys and all penetrations, new galvanized steel chimney pipe flashing and a storm collar where applicable, step flashing set in roofing cement, and skylight flashing per the manufacturer guidelines with a post installation inspection. The post installation skylight inspection is stated in the contract.
- **Insurance.** The contract states insurance certificates are available to the homeowner on request, and it states the company's liability is limited to the coverage available under its insurance.
- **Third party installation guarantee.** The contractor's own contract materials market a third party installation guarantee that lists improper installation as covered.
- **Non disparagement.** The contract requires a good faith effort to resolve disputes before any disparaging statement.
- **Extended warranty.** The shingle manufacturer's terms require a manufacturer certified contractor, an application within 90 days of completion, and written confirmation of approval, and state the limited warranties do not cover improper installation. Whether the contractor is a manufacturer certified contractor is not stated in the documents.

Records That Bear on This Review and What They Show

- **Final invoice marked paid in full, with proof of payment.** This is the trigger for warranty



coverage, because the contract states neither warranty takes effect until all invoices are paid in full. A statement that any third party lender balance is satisfied shows the same.

- **The skylight change order and any other signed change orders.** These show the agreed final scope and confirm the skylight flashing kits were part of the contracted work.
- **Current certificate of liability insurance for the contract period.** This shows the coverage the contract points to and limits its liability to.
- **Manufacturer make, model, installation instructions, and warranty terms for the chimney and flue flashing, storm collar, plastic boots, and skylight flashing kits.** These set the standard the installation must meet and show whether the exposed fasteners and surface sealant affect coverage.
- **Shingle manufacturer material invoices, delivery tickets, shingle wrappers, and the shingle manufacturer warranty registration.** These show the specified architectural shingle was supplied and whether the manufacturer warranty was activated.
- **Installation photographs of the ice and water barrier at the chimney, flue, and penetrations.** These show what is present beneath the visible surface, which the exterior photographs cannot.
- **Building permit, final inspection sign off, and certificate of completion.** These show whether the work was permitted and passed final inspection.
- **Third party installation guarantee project registration and claim path.** This shows whether the guarantee that includes improper installation is available.

Sources: the contractor's estimate; the shingle manufacturer's published warranty information; the third party installation guarantee terms; the manufacturer's chimney flashing installation instructions (example product).



Part 4. Contract and Warranty Audit Memo

Manufacturer specifications are used as industry examples only unless the exact product installed is confirmed. This memo is advisement, not legal advice, and the preparer is not an attorney.

To: the homeowners

Re: The contractor's roofing contract and warranty options

Property: a single-family home in the Hudson Valley, New York

Date: Month 1

Prepared by: Scope Guardian

Bottom Line

The roof conditions are workmanship issues at the flashings and penetrations, not shingle defects. Your strongest tool is the contractor's own Lifetime Workmanship Warranty. Use it first. Keep everything factual and in writing.

Clauses That Help You

- **Lifetime Workmanship Warranty.** Covers defects caused by labor on a full roof replacement. The conditions in the photographs are labor and installation conditions, so this is your primary path.
- **Standard of care.** The contract states all work will be done professionally and to best standard practice. This holds the contractor to a workmanship standard, not just to finishing.
- **Specific scope promises.** The scope commits the contractor to ice and water barrier around chimneys and all penetrations, new galvanized steel chimney pipe flashing and a storm collar where applicable, step flashing set in roofing cement, and skylight flashing per the manufacturer guidelines with a post installation inspection.
- **Insurance certificate on request.** The contract says insurance certificates are available to you on request.
- **Third party installation guarantee.** The contractor's own contract materials market a third party installation guarantee that lists improper installation as covered. Use the contractor's own language and ask it to provide the project claim path if it refuses to correct the work.

Clauses That Caution You

- **Warranty effective only after full payment.** The workmanship warranty does not start until all invoices are paid in full. Confirm your payment status before you assert it.
- **Liability limited to insurance.** The contract tries to cap the contractor's liability to its available insurance. This is why the certificate of insurance matters if it refuses to correct the work. If it refuses, ask an attorney whether this liability cap can be challenged or contractually negated.
- **Material defects routed to the manufacturer.** Keep your request about installation and



workmanship, not a material defect.

- **Non disparagement.** Make a good faith effort to resolve disputes before disparaging the contractor. A factual warranty request sent directly to the contractor, by certified mail with return receipt requested, is consistent with this. Avoid public reviews until the contractor has had a documented chance to respond.
- **Attorney fees and venue.** The losing party in any legal action pays the other side's fees, and venue is the county where the property sits.
- **Interest, liens, and default.** The contract allows monthly interest on late balances and reserves lien rights. Keep your account current.
- **Extended warranty conditions.** The extended warranty needs a manufacturer certified contractor, a timely application, and specific methods, and the shingle manufacturer does not cover improper installation.

Recommended Sequence

1. Send the report and photo sheet to the contractor in writing, by certified mail with return receipt requested, and request correction under the Lifetime Workmanship Warranty.
2. Ask for a written response with the proposed repair method and schedule.
3. If the contractor refuses, or if water intrusion is later confirmed, request the current certificate of liability insurance.
4. Use the contractor's own third party installation guarantee representations, including improper installation, and ask it to confirm the project guarantee claim path and any registration needed.
5. Do not lead with the shingle manufacturer's material warranty unless a shingle defect is suspected. The shingle manufacturer does not cover incorrect application.

Items to Confirm

- Your payment status, including any balance financed through a third party lender. The warranty does not start until all invoices are paid in full.
- The third party installation guarantee registration and claim path under the language the contractor included in its own materials.
- Whether the contractor is a manufacturer certified contractor. The shingle manufacturer's extended warranty coverage runs through certified contractors, so this decides whether that path is available.

Note on the signing page. The signing page shows the base shingle package as the final price. The shingle upgrade option and the skylight line appear not to have been selected. This does not weaken the chimney concern, because the base scope still calls for ice and water barrier around chimneys and all penetrations and for new chimney pipe flashing and a storm collar.



Skylight scope (confirmed). The contractor did not replace the skylights themselves but replaced the skylight flashing kits as part of the roof work. The skylight flashing conditions are part of the workmanship review. Ask the contractor for the flashing kit make and model, its instructions, and its warranty terms.

Sources: the contractor's estimate; the shingle manufacturer's published warranty information; the third party installation guarantee terms. This memo is advisement and not legal advice.



Part 5. Reference Documents

These reference documents accompany the packet and are listed here only. They are not reproduced in this sample.

Tab 4. Manufacturer chimney flashing installation instructions (example product)

Manufacturer example only; installed product not confirmed.

Tab 5. Shingle manufacturer limited warranty

Material warranty reference.

Tab 6. Relevant New York Residential Code provisions: R905.1.2, R905.2.8

Code reference excerpts.

The reference attachments are provided for review only. The manufacturer chimney flashing instructions are a manufacturer example and are not confirmed as the installed product. This package addresses roofing conditions and the contract's stated terms. It is not legal advice. The owner may wish to consult an attorney if the owner feels it is needed.