**ROOFING GUARANTEE R-1**

 (Roofing Contractor is Sub to G.C.)

**OWNER:** STATE OF LOUISIANA

ADDRESS: OFFICE OF FACILITY PLANNING AND CONTROL

POST OFFICE BOX 94095 CAPITOL STATION

BATON ROUGE, LOUISIANA 70804‑9095

WHEREAS

Address

Telephone ( ) Email

herein called the "Roofing Contractor", has performed roofing and flashing in accordance with the Contract Documents for Project No. & WBS (hereinafter called the "Work") under a

Subcontract with

General Contractor on the Following Project:

Name of Project:

User Agency:

Location/Address:

Name and Type of Building(s):

 State I.D.

Type(s) of Roof Deck(s):

Total Roof Area: SF; Flashing, Edge: LF; Base: LF

Date of Acceptance: Guarantee Period: 2 Years

Date of Expiration:

AND WHEREAS the Roofing Contractor has contracted (as a Subcontractor) to guarantee said work against water entry from faulty or defective materials and workmanship for the designated Guarantee period;

AND WHEREAS the General Contractor, by its acceptance of the Contract for the above described project, has jointly assumed with the Roofing Contractor the obligations to the Owner of said guarantee against leaks and faulty or defective materials and workmanship;

NOW THEREFORE the Roofing Contractor and the General Contractor jointly and severally guarantee, subject to the terms and conditions herein set forth, that during the Guarantee Period they will at their own cost and expense, make or cause to be made with approved procedures and materials such repairs to or replacements of said work resulting from water entry or faults or defects of said Work as are necessary to correct faulty and defective work and as are necessary to maintain said Work in watertight conditions and further to respond on or within two (2) working days upon written notification of leaks or defects by the Owner/User Agency. Furthermore, they will at their own cost and expense maintain the roof for (2) years after acceptance, in accordance with the current edition of the Roof Maintenance Manual published by the Roofing Industry Educational Institute. The roof shall be inspected a minimum of twice each year, and a report prepared documenting the conditions observed at each inspection. These inspections shall be made once during the months of April or May and once during the months of September and October. Two copies of each report shall be forwarded to the Owner and User Agency.

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

1. Specifically excluded from this guarantee are damages to the Work, other parts of the building and building contents caused by: A) lightning, and storm (includes hurricanes and tornadoes), hailstorm, earthquakes and other unusual phenomena of the elements; B) fire; and C) structural failures causing excessive roof deck, edgings and related roof components movement. When the Work has been damaged by any of the foregoing causes, the Guarantee will be null and void until such damage has been repaired by the Roofing Contractor, and until the cost and expense thereof has been paid by the Owner or another responsible party so designated.

2. During the Guarantee Period, if the Owner/User Agency allows alteration of the Work by anyone other than a Contractor approved in writing by the Roofing Subcontractor, General Contractor, and Roofing Material Manufacturer prior to the work being performed, including cutting, patching and maintenance in connection with penetrations, attachment of other work, and positioning of anything on the roof, this Guarantee shall become null and void upon the date of said alterations. If the Owner/User Agency engages the Roofing Contractor to perform said alterations, the Guarantee shall not become null and void, unless the Roofing Contractor, prior to proceeding with said work, shall have notified the Owner/User Agency in writing, showing reasonable cause for claim that said alterations would likely damage or deteriorate the Work, thereby reasonably justifying a termination of this Guarantee.

3. During the Guarantee Period, if the original use of the roof is changed and it becomes used for, but for which it was not originally designed or specified, as a promenade, work deck, spray‑cooled surface, flooded basin, or other use of service more severe than originally specified, this Guarantee shall become null and void upon the date of said change.

4. During the Guarantee Period, if any building or area of a building is changed to uses creating extremes of interior temperature and/or humidity, but for which it was not originally designed and specified, without provisions and alterations made to the building which effectively contain or control these conditions, this guarantee shall become null and void upon the date of said change.

5. The Owner/User Agency shall promptly notify the Roofing Contractor in writing of observed, known or suspected leaks, defects or deterioration, and shall afford reasonable opportunity for the Roofing Contractor to inspect the Work, and to examine the evidence of such leaks, defects or deterioration.

6. This Guarantee is recognized to be the only guarantee of the General and Roofing Contractor on said work, and shall not operate to restrict or cut off the Owner from other remedies and recourses lawfully available to him in case of roofing failure. Specifically, this Guarantee shall not operate to relieve the Roofing Contractor of his responsibility for performance of the original work, regardless of whether the Contract was a Contract directly with the Owner or a Subcontract with the Owner's General Contractor.

IN WITNESS THEREOF, this instrument has been duly executed this \_\_\_\_\_\_\_\_\_\_\_

day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.

Roofing Contractor's Signature:

Typed Name:

Representing:

Telephone ( ) , Email

Witness:

Witness:

And has been countersigned by the General Contractor issuing the Roofing Contractor's Subcontract for said work:

Name of General Contractor:

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Authorized Signature:

Representing:

Typed Name:

Telephone ( ) , Email

Witness:

Witness: