**ROOFING GUARANTEE R-3 (Metal)**

**OWNER:** STATE OF LOUISIANA OFFICE OF FACILITY PLANNING AND CONTROL

 POST OFFICE BOX 94095 CAPITOL STATION

 BATON ROUGE, LOUISIANA 70804-9095

Whereas

Address

Telephone ( ) Email

herein called the Contractor, has provided pre-formed, pre-finished metal roofing, flashing, accessories and miscellaneous items required for a complete roof system installation in accordance with the Contract Documents for the PROJECT:

Name of Project:

Project No. & WBS:

User Agency:

Location/Address:

Name and Type of Building(s): State I.D.

Type of System: (Standing Seam, SR, Flat Seam, etc.

Total Roof Area: SF; Total Length of Ridge LF ;

Total Length of Valley: LF: Total Length of gutter/fascia trim:

Date of Acceptance Two year Guarantee Expiration

AND WHEREAS the Contractor has contracted to guarantee said work against water entry from faulty or defective materials and workmanship for the designated Guarantee period of TWO (2) YEARS from the date of the Final acceptance of the Project;

NOW THEREFORE the Contractor guarantees, subject to the terms and conditions herein set forth, that during the Guarantee Period the Contractor will at his own cost and expense, make or cause to be made with approved procedures and materials such repairs to or replacements of said work (including any wetted thermal insulation) resulting from water entry or faults or defects of said Work as are necessary to maintain said Work in watertight conditions and further, respond on or within TWO (2) working days upon written notification of leaks or defects by the Owner/User Agency.

This Guarantee is made subject the following terms and conditions

1. Specifically excluded from this guarantee are damages to the Work, other parts of the building(s) and building contents caused by: A) lighting; windstorm (including hurricanes and tornadoes), hailstorm, earthquake and other unusual phenomena of the elements; B) fire; and C) structural failures causing excessive roof deck, edges and related roof component movement. When the Work has been damaged by any of the foregoing causes, the Guarantee will be suspended until such time as the damage has been repaired, and until the cost and expense thereof has been assigned or paid by the Owner or the responsible party. The guarantee shall be reinstated upon Final Acceptance of the damage repair Work by both the Owner & Contractor.

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 original Contractor and/or Roofing Material Supplier prior to the work being performed, including cutting, patching and maintenance in connection with penetrations, attachment of other work, and positioning of anything (i.e. signs) onto the roof, this Guarantee shall become null and void as of the date of said alterations. If the Owner/ User Agency engages the original Contractor for said alterations, the Guarantee shall be maintained in force unless the Contractor presents written notification to the Owner that the intended work will likely damage or cause deterioration of the base work, thereby justifying a termination of the original Guarantee.

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

4. This Guarantee is recognized to be the only guarantee of the Contractor of said work, and shall not operate to restrict or cut-off the Owner from any other remedies and recourse lawfully available to him in case of roofing failure to any cause or degree. Specifically, this Guarantee shall not operate to relieve the Contractor of his responsibility for the performance of the original work.

IN WITNESS THEREOF, this instrument has been duly executed

this day of , 20 .

Contractor’s Signature:

Typed Name:

Telephone ( ) , Email

Witness: Witness:

And if applicable, is countersigned by the following Sub Contractor, Installer, or other party (as indicated) who acted as agent or represented the Contractor during the performance of the work:

Countersignee Name:

 (*Type or Print)*

Date: Signature:

Representing:

Address:

Telephone ( ) , Email

Witness: Witness: