



**CONTRACTOR'S
TWO (2) YEAR**

ROOFING GUARANTEE AND WARRANTY

OWNER FILLS IN THIS BOX	
Name _____	Roofing Squares _____
Address _____	Guarantee Starts _____
_____	Guarantee Ends _____
Phone No. _____	P. O. Number _____
Building(s) No(s). _____	P. O. Date _____
_____	P. O. Amount _____
Roof Site Map Attached? Yes _____ No _____	Work Order No. _____

DATE OF SUBSTANTIAL COMPLETION
AS CERTIFIED BY PROJECT ARCHITECT/ENGINEER: _____

FROM: _____ Phone for Claim or response: _____
_____ (_____) _____
_____ Local
_____ (_____) _____
(Contractor's Name & Address)
National

Manufacturer's Warranty/
Guarantee/Project/Claim Number _____

TO: Pinellas County School Board (Owner)

cc: Facilities Design & Construction Department
School Board of Pinellas County, Florida
Walter Pownall Service Center
11111 South Belcher Road
Largo, Florida 33773 727-547-7101

cc: Director, Maintenance Department
 Walter Pownall Service Center
 11111 South Belcher Road
 Largo, Florida 33773 727-547-7233

AND, TO

(Subcontractor Name & Address)

Main Office Phone (_____)_____

Local Phone (_____)_____

AND, TO

(Roofing Manufacturer's Name & Address)

Main Office Phone (_____)_____

Local Phone (_____)_____

PROJECT:

Building(s) No(s): _____

No. of Squares: _____

1. The above named Contractor hereby Guarantees to Owner, subject to the limits stated herein, that the labor, materials and workmanship are in accordance with the Contract Documents, best standards of the Industry, and the Manufacturer's requirements and such are free from defect in material or workmanship.
2. The above named Contractor Warrants the work to be and to remain watertight, free of evidence of major deterioration and failure (or pending failure). Normal aging of the roofing materials and normal wear and tear will not be considered major deterioration. Excessive patches, ply separations, decomposing of membrane, repeated leaks and other obvious failures or defects shall be evidence of major deterioration.
3. This Warranty shall require the above named Contractor to pay for materials and labor required to repair the Roofing System to return it to a watertight condition if leaks occur due to: (1) ordinary wear and tear of any or all of the component materials of the Roofing System; or (2) workmanship deficiencies at the time of application of the Roofing System, all without additional cost to the Pinellas County School District. Such replacement or repair work shall be equal to the existing system furnished under this

Contract, and shall conform with the recognized standards of the National Roofing Contractors' Association, or as otherwise mutually agreed.

4. This Warranty does not obligate the Contractor to repair the Roofing System, or any part of the Roofing System, for leaks resulting from (a) natural disasters or acts of God; (b) misuse, abuse or negligence; (c) exposure of the Roofing System components to damaging substances such as oil or solvents or to damaging conditions such as vermin; (d) changes to the Roofing system not pre-approved in writing by the manufacturer; (e) failure of the Building substrate (mechanical, structural or otherwise and whether resulting from Building movement, design defects or other causes), or improper drainage (ponding water greater than 48 hours); or (f) damages caused by vandalism, act of the Owner or others.
5. The Contractor shall not be responsible for leaks and damage resulting from water entry from any portion of the building structure not a part of the Roofing System.
6. The above named Contractor Guarantees to fairly reimburse the School Board the cost or value of the damages to the building(s) or contents caused by defects in materials or workmanship.
7. The time period covered by the requirements of the Guarantee paragraph number 1 through 6 above, shall be as follows:
 - a. During Construction; and
 - b. From time of the materials manufacturer extending for a period of two (2) years after the Date of Substantial Completion of the roofing system set forth above.
8. The above named Contractor agrees to effect emergency temporary repairs or permanent corrective work as quickly as is necessary to fully protect the School Board's best interests or, to otherwise allow the School District to effect such corrective work with its own crews without adversely affecting the terms of this Guarantee and Warranty, or without affecting any obligations of this above named Contractor. The Contractor agrees to reimburse the Owner for any documented fair and reasonable cost expended by the Owner to make such repairs. The Contractor agrees to effect permanent repairs within a reasonable period of time.
9. This Guarantee and Warranty shall also serve as a FLASHING WARRANTY ENDORSEMENT for all membrane flashing material provided by this Contractor for the same time periods set forth in paragraphs number 7 above.
10. The terms of the Contract Documents (drawings and specifications), which were bid upon and contracted for, are reflected in the terms of this Guarantee and Warranty, therefor no exculpatory words nor other terms lessening these shall apply. No lesser Warranty or Guarantee, expressed or implied, shall apply. No less stringent or exculpatory words of the Manufacturer's "standard" or printed Guarantee and/or Warranty shall apply.

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged _____ (Contractor's firm name - typed)
before me this _____ day of _____, 20 _____,

by _____
(Name of person acknowledging).

_____ (Signature of Corporate Officer or Principal)

☐ PERSONALLY KNOWN
☐ OR PRODUCED IDENTIFICATION
(Attach copy of identification) _____
(Typed name of person signing)

(Signature of Notary Public - State of Florida)
Print, Type or Stamp Commissioned Name of Notary Public _____
(Title)

When dealing with a corporation, partnership or trust or someone who is signing under a power of attorney, the following acknowledgment in a representative capacity is utilized:

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged _____ (Name - Typed)
before me this _____ day of _____, 20 _____,

by _____
(Name of person acknowledging).

_____ (Signature)

☐ PERSONALLY KNOWN
☐ OR PRODUCED IDENTIFICATION
(Attach copy of identification) _____
as _____
(Type of Authority - e.g., officer, trustee, or attorney in fact)

(Signature of Notary Public - State of Florida)
Print, Type or Stamp Commissioned Name of Notary Public _____
for _____
(Name of Party on behalf of whom instrument was executed)

Execute in triplicate:
Copy to: Owner
Architect
Contractor