



**CONTRACTOR'S
FIVE (5) YEAR**

**GUARANTEE FOR FLASHING,
SHEET METAL & ACCESSORIES**

OWNER FILLS IN THIS BOX

Name _____	Guarantee Starts _____
Address _____	Guarantee Ends _____

Phone No. _____	P. O. Number _____
Building(s) No(s). _____	P. O. Date _____
_____	P. O. Amount _____
_____	Work Order No. _____

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

FROM: _____

(Contractor's Name & Address)

Phone for Claim or
response:
(_____) _____
Local
(_____) _____
National

TO: Pinellas County School Board (Owner)

cc: Office of the School Board Architect
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 (____) _____

PROJECT: _____

Building(s) No(s): _____

1. The above named Contractor Guarantees to the Owner, subject to the limits stated herein, that the labor, materials and workmanship provided in the above referenced project are in accordance with the Contract Documents, the standards of the industry (as referenced in the Contract Documents), are of the highest workmanlike quality, and such are free from defects in material or workmanship.
2. The above named Contractor Guarantees that the Work is effectively installed, will provide the required performance and appearance, and will remain watertight, under normal conditions, free of evidence of major deterioration and failure (or pending failure) despite normal wear and tear by the elements, as well as guaranteeing it against defects in workmanship; Decomposing materials, repeated leaks and other obvious failures or defects shall be evidence of major deterioration. Normal aging of the specified materials and normal wear and tear, as determined by the Architect, shall not be considered major deterioration.
3. The above named Contractor Guarantees to the Owner that he will, at his own expense, make or cause to be made, any repairs that may be necessary as a result of defects in material or workmanship supplied by the Contractor, including Subcontractors in his employ, and will maintain said Work in a sound watertight condition free from any and all leaks and water intrusion due to, but not limited to: (a) ordinary wear and tear of any or all of the component materials of the roofing, sheet metal, or flashing assemblies; (b) back water laps in the sheet metal assemblies; (c) pop riveted and soldered joint failure; (d) premature deterioration of materials; and (e) workmanship deficiencies at the time of application.
4. Upon notice by Owner to Contractor of need for repair of Work, the Contractor shall; (a) Inspect and make immediate temporary repairs as required to stop leaks or correct other defects in the Work and any associated work of this Project named herein, within twenty-four (24) hours of notice received from the Owner by telephone, facsimile, telegram or letter; and further agrees to make permanent repairs to restore or replace the Work to the quality standards originally specified within reasonable time and as weather conditions permit; and further agrees to make such temporary and permanent repairs without reference to or consideration of the cause or nature of the leaks or defects in sealants provided with the associated work; (b) Contractor, at its own expense and regardless of the cost, shall make such repairs as are required by the Guarantee.

5. The time period covered by the requirements of this Guarantee above shall be as follows:
 - (a) During construction, and
 - (b) From Date of Substantial Completion as set forth above extending for a time period of five (5) years.
6. This Guarantee does not obligate the Contractor to repair the specified Work, or any part of the specified Work, for leaks, water infiltration, or damage resulting from: (a) Damage to the Work due to mechanical abrasion or abuse not caused by the Contractor or his Subcontractors'; (b) Any damage to the Work caused by structural defects in, or failure of the building or defects in or failure of, any roof deck, or any other material used as the substrate over which the Work is applied, except where the substrate material was installed or applied by the Contractor, or failure of the building substrate (mechanical, structural or otherwise resulting from building movement and/or design defects; (c) Installation of equipment on or through the roof by others; (d) Vandalism; (e) Natural disasters, lightning, or tornadoes; or (f) Misuse, abuse or negligence;
7. Repair work required because of the above listed exclusions, will be paid for by the Owner promptly after completion of the required repair work in each instance.
8. In case Owner or his agent has notified the Contractor and confirmed in writing that repairs are required, and such repairs are NOT covered by this Guarantee (including repairs required by Owner's alteration, extension or addition to the roof), Contractor, after having obtained Owner's consent thereto, in writing, shall make or cause to be made such repairs at Owner's expense in accordance with the Specifications and procedures as established by Contractor, and this Guarantee shall thereupon remain in effect for the unexpired portion of its original term. If Owner fails to so consent or if repairs are made by one other than the Contractor or Contractor's designee, this Guarantee with respect to only such area, shall be automatically terminated.
9. In the event that (1) Owner or his agent notifies Contractor and has confirmed in writing the need for repair of Work, and (2) Contractor is unable to promptly inspect and repair same, and (3) an emergency condition exists which requires prompt repair in order to avoid any substantial damage to Owner, the Owner may make such temporary repairs as may be essential and any such action shall not be a breach of the provisions of this Guarantee. In such case, the above named Contractor agrees to reimburse the Owner for any documented fair and reasonable costs expended by the Owner to make such temporary repairs and agrees to effect permanent repairs within a reasonable period of time.
10. Repair work at the Owner's cost shall be paid for by the Owner at prevailing labor rates, upon receipt by Owner of Contractor's itemized invoice of quantities and "Out-of-Pocket" costs for labor burden, and material, including not more than 25% percent markup for office and shop overhead and profit (Fee).

11. The above named Contractor agrees to provide immediate (4 hour) response to all calls placed by the Owner in regards to leaks or damage during the warranty period and to effect corrective work as is necessary to fully protect the Owner's best interests or, to otherwise allow the Owner 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 costs expended by the Owner to make such repairs.
12. The terms of the Contract Documents, which were bid upon and contracted for, are reflected in the terms of this Guarantee, therefore no exculpatory words nor other terms lessening the requirements of this Guarantee shall apply. No lesser Guarantee, expressed or implied, shall apply. Conversely, liability shall be as exclusively set forth in this document.
13. Inspection Service: Contractor agrees to reinspect the completed work during the Guarantee Period every eleven (11) months after completion of the Work and, if it is determined that there are defects in the Work, then Contractor shall make, or cause to be made at its own expense, such repairs as are necessary to remedy said defects within the scope of its responsibility under the terms of this Guarantee.

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before
me this _____ day of _____, 20____,

by _____
(Name of person acknowledging).

[] PERSONALLY KNOWN
[] OR PRODUCED IDENTIFICATION
(Attach copy of identification)

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

(Contractor's firm name - typed)

(Signature of Corporate Officer or Principal)

(Typed name of person signing)

(Title)

Execute in triplicate:
Copy to: Owner
Architect
Contractor