

# MANUFACTURER’S NDL WATERTIGHTNESS MEMBRANE ROOFING SYSTEM WARRANTY

ISSUE TO:

STATE OF LOUISIANA- DOA- FACILITY PLANNING AND CONTROL

MFGR WARRANTY NUMBER: \_\_\_\_\_

\_\_\_\_\_, hereinafter referred to as “mfgr” hereby warrants to the owner, known as the State of Louisiana, hereinafter referred to as the “State” that the referenced membrane roofing assembly will remain in a watertight condition for a period of \_\_\_\_ years. For the purpose of this warranty “watertight” or “watertightness means that the roofing system does not allow water to leak through a breach in the roofing system. Mfgr further warrants the performance of the products listed below and warrants that the material and installation of the roofing assembly is free of material and known installation defects at the time of application and that the materials listed below conform to mfgr specifications.

All products used in the roofing assembly from the deck (structural concrete, metal, LWIC, wood, etc.), up are included in this warranty regardless of whether mfgr furnished or branded the products with the exception of shop fabricated metals not furnished by mfgr. These products are to include, but not be limited to: base sheets, fasteners and plates, insulation board, cover board, asphalt, adhesives (insulation and membrane), mastics, field plies, membrane flashing plies and liquid flashing products. The roofing products are specifically listed as follows:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

In the event that the new membrane roofing assembly is installed in a recover fashion over an existing roofing assembly, the performance of the existing roofing products that remain in-place beneath the new roofing assembly are excluded from this warranty.

In the event that covered leaks occur in the roofing system that are attributable to the workmanship of the installing contractor or a defect in or failure of any of the mfr products listed above, mfr will make repairs required to return the roof to a watertight condition, regardless of the scope and cost of the required repairs. The State will notify mfr within 30 days of the discovery of the leak. Should the State not make this notification within the prescribed 30 day time period, then further damage to the roofing assembly caused by the delay in notification will not be construed as a warranty repair item. Mfr will respond to the leak notification within 10 days and once it is confirmed that the leak(s) is within the scope of mfrs responsibilities under this warranty, mfr will execute repairs promptly thereafter. Mfr's failure to respond timely and make proper repairs shall enable the State to engage service of "others" to address the problem(s) at mfr's expense assuming the cost of the repair is reasonable and the scope of the repair is limited to the remedy of the leak without jeopardizing State's protection under terms of this warranty. The State may make reasonable and customary emergency temporary repairs at its discretion and at mfrs expense without jeopardizing the State's protection under the terms of this warranty.

The manufacturers of SBS products that are approved by the State and included in the State's list of acceptable products have agreed to a dimensional stability of the cap sheet and interply sheet of 0.2% per ASTM D 5147, section 10. 0.2% of a 33 foot roll is approximately equal to  $\frac{3}{4}$ ". For the term of this warranty, SBS cap sheet shrinkage in excess of  $\frac{3}{4}$ " will be repaired by the mfr by cutting out the interply void in the "T" lap, cleaning and drying, and repair with an acceptable cap sheet product.

**The following items are excluded from this warranty:**

1. Damage to the roof caused by wind exceeding 72 mph, lightning, hail, fire or physical damage from falling or wind-blown objects
2. Deficient design by other than mfr
3. Intentional or accidental damages to the roof, or misuse, abuse, vandalism or the likes
4. Leaks caused by deterioration or failure of items not included in the warranty
5. Modifications or alterations to the roofing assembly after completion unless done in a manner approved by mfr
6. Damage to the roofing assembly after issuance of this warranty caused by excessive foot traffic or its use as a work platform or storage area
7. Damage to the roofing assembly caused by ponding water, which is defined as water on the surface of the roof that does not dissipate within 72 hours of average drying conditions
8. Consequential and incidental damages, including damage to the building or its contents
9. Damage to the roofing assembly caused by failure by the State to exercise reasonable care and maintenance

10. Damage to the roofing assembly caused by structural defects or failure or excessive movement of building components
11. Damage to the roofing assembly due to exposure to chemical attack, including deposits of animal fats, grease and oil
12. The State shall be responsible for the costs associated with the removal and replacement of any overburden, superstrata or overlays, either permanent or temporary, which include but are not limited to: structures or assemblies added after installation, fixtures or utilities on or through the roofing assembly, support platforms or bases for solar panels, garden roofs, decks, patios or any other obstacles that impede access, clear observation, investigation or repairs to the roofing system, excluding ballast or pavers or any other overburden specifically accepted by mfr to be included within warranty coverage.

For wind related events, this warranty excludes damage to the roofing assembly where the cause includes any of the following:

- A. Failure or excessive movement of primary or secondary structural elements or roof deck, wood nailers or blocking and edge system components not furnished by mfr
- B. Failure of walls, doors, windows, openings or other building envelope components
- C. Rooftop structures and equipment

Mfr may have access to the roof for inspection purposes for the term of the warranty by scheduling through the appropriate State Agency.

This warranty is tendered for the benefit of the State and is not transferable or assignable without the written consent of Mfr.

The Nineteenth Judicial District Court in and for the Parish of East Baton Rouge, State of Louisiana shall have sole jurisdiction in any action brought as a result of this warranty by any party hereto. This warranty shall be governed by and construed in accordance with the laws of the State of Louisiana.

This warranty instrument supersedes and is in lieu of any and all other expressed or implied warranties that are or may be in conflict with terms and conditions stated herein.

This warranty requires the signature of an authorized officer of Mfr. Three fully executed copies are to be provided to the State as a prerequisite for project acceptance. The State's signature shall not be a requirement for implementation of, or cause to validate this warranty.

A separate and independent warranty shall be issued for each building or independent roof system in the case of multiple buildings or mixed roof types.

Abbreviations:

LWIC—Lightweight Insulating Concrete

ASTM—American Society for Testing and Materials

**PROJECT DATA / SIGNATURE**

Owner: State of Louisiana- DOA- Facility Planning and Control

Building/Project Name: \_\_\_\_\_

Roof Type: \_\_\_\_\_

No. of Squares: \_\_\_\_\_

Location: \_\_\_\_\_

La. State Building I.D.: \_\_\_\_\_

Site Code: \_\_\_\_\_

LA State Project Number: \_\_\_\_\_

Date of Project Acceptance and Commencement of Warranty: \_\_\_\_\_

Warranty End Date: \_\_\_\_\_

**Manufacturer Name Address and Phone Number:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Authorized Manufacturer Signature: \_\_\_\_\_

\_\_\_\_\_  
Printed name

\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Date

\_\_\_\_\_  
Title

Direct to:

**STATE of LOUISIANA (Owner)**  
**DIVISION OF ADMINISTRATION**  
**Facility Planning and Control**  
PO Box 94095  
Baton Rouge, Louisiana 70804-9095

////////////////// END NDL WATERTIGHTNESS WARRANTY \\\\\\\\\\\\\\\\\\\\\\\