

Facility Planning and Control State of Louisiana

TWENTY (20) YEAR WEATHERTIGHTNESS METAL ROOF SYSTEM - LIMITED WARRANTY

We, _____ the manufacturer; warrants to the State of Louisiana herein referenced as "Owner" of the building described below that subject to the terms, conditions, limitations and warranty responsibility stated herein ; _____ warrants with no dollar limit (NDL) the undersigned Contractor workmanship and material defects, and will repair any leaks in the _____ roofing system (Roofing System); and further, agrees to make provisions for satisfactorily drying all wetted thermal roof insulation caused by said leak(s), of the installed roof over the life of this TWENTY (20) YEAR WARRANTY commencing with the date of Acceptance of the Project (as defined in the Contract Documents).

Satisfactory repair of reported leaks shall not serve to extend the term of the original 20-Year Warranty period for either the repair or the entire Roof System, but rather serve to maintain the Roof System weathertightness condition for the entire term of the original warranty.

Neither _____ nor undersigned Contractor makes any other warranty whatever, expressed or implied. All implied warranties of merchantability and all implied warranties of fitness for any particular purpose which exceed or differ from the warranties herein expressed are disclaimed by each and all of said parties and are hereby excluded from this 20-Year Weathertightness Limited Warranty.

In no event shall _____ be held liable for any commercial loss, claims for labor or consequential damages of any other type not specifically referenced herein, whether owner's claim be based in contract, tort, or strict liability.

TERMS, CONDITIONS, LIMITATIONS

1. A "Leak" is defined as water entry into any location where water entry is not specifically planned for. This can include insulation, cornices, attic spaces and other portions of the building assembly. Water entry through fastener holes, all flashings including valley, hip, ridge, closure, rake, wall runner, eave, curb, pipe penetration and other penetration flashings, and the roof panels and seams (side and end) are to be considered "leaks" as pertains to this weathertightness warranty.
2. Owner shall provide _____ with written notice within THIRTY (30) days of discovery of any leaks in the Roof System; after which date, the principal to this warranty shall be expected to respond to said leak report within a period of TEN (10) working days.
 - a) Failure to respond, shall enable the Owner to engage service of "others" to address the problem without jeopardizing Owner's protection under terms of the original warranty.
 - b) Further, by _____'s failure to respond as specified, subjects manufacturer to liability for full reimburse to the Owner for all costs incurred to engage the services of "others" in order to protect the building from further damage by roof leak(s).
 - c) _____ cannot be held responsible for lack of performance or liable under the terms of this warranty due to Owner's failure to report claims as specified.

20-Year Weathertightness Warranty continued;

3. After a leak report is filed; _____ shall determine whether the leak is caused by defects in manufactured material or in the workmanship and affect the Roof System repair in accordance with repair obligations herein. In the event a determination is made that neither defect in manufactured material or workmanship is at fault, the Owner shall be so advised in writing and permitted to exercise other remedies without jeopardy to provisions of the original warranty.
4. The _____ shall not have any liability under the terms of this 20-Year Weathertightness Warranty for any NDL repair or replacement caused by one or more of the following:
 - a) Acts of Nature - including but not limited to; lightning, hurricane, tornado, earthquake, hailstorm and falling trees or limbs.
 - b) Deterioration caused by marine (salt water) atmosphere or by regular spray of either salt or fresh water.
 - c) Corrosion caused by heavy fall out or exposure to corrosive chemicals, ash or fumes from chemical plants, foundries, plating works, kilns, fertilizing manufacture and paper manufacturing plants - if either cause is located less than one-half mile radius distant from the building.
 - d) Deterioration caused by corrosive or condensates generated or released from within the building itself.
 - e) Damages caused by workers or work activity on the roof after issuance of the warranty.
 - f) Structural failures affecting (but not part of) the Roof System.
 - g) Unauthorized alterations or modifications of the Work by anyone other than a Contractor agreed to in writing by all parties to this warranty.
 - h) Failure of the Owner to exercise reasonable care and maintenance.
5. During the Term of this warranty; and within 72 hours of formal request, the Owner shall permit _____, or manufacturer's agent access to the roof during regular business hours.
6. Failure of either party to exercise or enforce specific terms, conditions or provisions shall not be construed to be a waiver of same.
7. The _____ shall not be responsible for consequential damage or loss to the building, its contents, or other material as a provision of this warranty.
8. The _____ shall not have any liability or responsibility at any time for, or as a consequence of any condensation or underside corrosion which is or was caused at anytime by any condensation resulting from either or both of the following:
 - a) Inadequate ventilation of the attic space between the roof panel and insulation, when insulation is installed on top of existing roof.
 - b) The use of inadequate vapor barrier where the insulation is installed immediately beneath roof panels.
9. The Nineteenth Judicial 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.
10. 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.
11. A fully executed original of this Warranty is required prior to recommendation of acceptance, and Acceptance of the project.

20-Year Weathertightness Warranty continued;

WARRANTY RESPONSIBILITY

FIRST (1st.) year through the TWENTIETH (20th) year from date of Acceptance of the project by Roof System Manufacturer whose legal entity is _____; except that the first recourse of the Owner for Warranty Benefits during Year 1 and Year 2 after date of Project Acceptance will be the Contractor per provisions of Roofing Guarantee R-3 (Metal).

EXCEPT AS EXPRESSLY PROVIDED HEREIN, _____ MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO MATERIALS COVERED HEREBY, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NOR DOES SELLER MAKE ANY WARRANTY OR ASSUME ANY OBLIGATION WITH RESPECT TO THE VALIDITY OF ANY PATENTS, DESIGNS, COPYRIGHTS OR TRADEMARKS WHICH MAY COVER SUCH GOODS EXCEPT; THAT THE OWNER SHALL HAVE THE RIGHT TO RELY ON SAME BY REPRESENTATION OF THE MANUFACTURER THAT BY OFFERING THE MATERIAL, ROOF SYSTEM AND MISCELLANEOUS ITEMS FOR THE PURPOSES OF THIS PROJECT THERE IS NO VIOLATION OF THE RIGHTS OF OTHER PARTIES WITH RESPECT TO PATENTS, DESIGNS, COPYRIGHTS OR TRADEMARKS, FURTHER; THE CONDITIONS OF LIABILITY, RIGHTS, OBLIGATIONS AND REMEDIES OF THE PARTIES RELATING TO CLAIMS ARISING FROM DEFECTIVE GOODS SHALL BE GOVERNED EXCLUSIVELY BY THE TERMS HEREOF: THIS WARRANTY MAY NOT BE CHANGED ORALLY.

IN CONSIDERATION FOR PAYMENT RECEIVED, THIS WARRANTY IS TENDERED FOR THE BENEFIT OF THE OWNER AND IS NOT TRANSFERABLE OR ASSIGNABLE WITHOUT THE WRITTEN CONSENT OF THE MANUFACTURER _____.

THIS WARRANTY REQUIRES THE ORIGINAL SIGNATURES OF AN OFFICER OF THE MANUFACTURER, AND THREE FULLY EXECUTED COPIES WILL BE PROVIDED TO THE OWNER AS A PREREQUISITE FOR PROJECT ACCEPTANCE. THE OWNER'S SIGNATURE SHALL NOT BE A REQUIREMENT FOR IMPLEMENTATION OF, OR CAUSE TO VALIDATE THE WARRANTY.

A SEPARATE AND INDEPENDENT WARRANTY SHALL BE ISSUED FOR EACH BUILDING OR INDEPENDENT ROOF SYSTEM IN THE CASE OF MULTIPLE BUILDINGS OR MIXED ROOFED PROJECTS.

PROJECT DATA / SIGNATORS

Building/Project Description: _____

Roof Type and Quantity: _____

Location: _____

La. State Building I.D. (if known): _____

Site Code: _____

La. State Project Number _____; and Part # _____

Date of Project Acceptance and Commencement of Warranty: _____ Ends: _____

Manufacturer:

S _____ Title _____ Date _____

FP&C Project Managers & To Whom It May Concern
METAL ROOF SYSTEM 20 - YEAR WEATHERTIGHTNESS
No Dollar Limit (NDL) WARRANTY

To: FP&C PROJECT MANAGERS & TO WHOM IT MAY CONCERN

From: STATE of LOUISIANA, DIVISION OF ADMINISTRATION
FACILITY PLANNING AND CONTROL
STATEWIDE ROOFING PROGRAM SECTION

Re: METAL ROOF SYSTEM 20 - YEAR WEATHERTIGHTNESS
No Dollar Limit (NDL) WARRANTY

Present policy will require that new metal roofing system installation on either new construction projects; or, retrofit construction projects; or, reroofing construction projects will require a 20-Year Manufacturer's Weathertightness (or, Weathertight) (or, No Leak) No Dollar Limit Warranty to be provided.

Since the inception of this policy, Facility Planning and Control has received numerous warranties with varying provisions unrelated to the State of Louisiana, provisions contradictory to the best interest of the State of Louisiana (and in some cases for Contractors as well) or just simply unrelated to the State's general project requirements. In an effort to promote a clearer understanding of what is required, the Statewide Roofing Program Section has compiled and edited provisions of currently available Industry Standard warranties and has composed an acceptable warranty format required for use on State of Louisiana projects.

The following FOUR (4) page "Sample Warranty" is to be included in the Project Manual as reference of the acceptable warranty. Bidders are to be advised that this warranty, complete and fully executed must be used; or, at the option of the successful bidder (or metal roof system manufacturer) a "Manufacturer's Warranty" may be used provided it is written exactly as the attached State version.

Manufacturer's Warranties are to be approved for use on a project by project basis by FP&C prior to Bidding. Submittal of all proposed warranties shall be per Instructions to Bidders; Article 4. BID DOCUMENTS; 4.3 "Substitutions". Failing to receive Pre-Bid Approval will not relieve manufacturer from compliance with provisions of "Sample Warranty". All Bidders are advised that an approved warranty is required before completed project Acceptance can be given.

Significant points regarding warranty provisions:

* "No Dollar Limit" (NDL) warranties are consistent with the present requirements of the State for low-slope and other roofing systems. Other "Limited Warranties" offered base their total value on: a) cost of materials; b) original Owner's cost; c) a form of prorated cost; and d) other undefined limitations related to costs.

* The "Term" of the warranty is stated to be 20 years (not 18 years beginning the second year after acceptance); however, we have acquiesced by agreeing to rely initially on R-3 (Contractor's Warranty) for the first two years – see page 3, "Warranty Responsibility".

* We have reasonably excluded manufacturer liability for Acts of Nature, and other uncontrollable circumstances. We HAVE NOT absolved the manufacturer from poor workmanship (as appeared in some warranties) because this is the reason manufacturer's certify and approve contractors and installers in the first place. We've excluded circumstances like "damage by strong gales", "unpaid bills for supplies, installation and services", and the like.

FP&C Project Managers & To Whom It May Concern
METAL ROOF SYSTEM 20 - YEAR WEATHERTIGHTNESS
No Dollar Limit (NDL) WARRANTY

* The venue for dispute resolution is the 19th Judicial Court in and for the Parish of East Baton Rouge, State of Louisiana.

* We have included a provision for drying of wet insulation caused by a roof leak as a warranty responsibility – other damages may occur but are difficult to assign total responsibility. An engineered provision for drying of insulation wetted by roof leaks is to be agreed on by the State prior to implementation.

* Details about reporting and principal’s response are typical of most warranties except we’ve protected the Owner’s right to safeguard the building without risk of voiding the warranty.

* Warranty Responsibility – a typical warranty absolves the manufacturer from patent & design copyright violations, etc. As buyer, we have the right to rely on the Seller to have taken care of that business and absolve the State from claim action. False claims as to merchantability and suitability are better tied to Designer recommendations/specifications.



This information is for your use. Further refinements of this warranty may occur; please consult with your project manager to obtain the latest version. Please forward any and all comments you may have (or, those you may receive from others) - it is our intent to provide FP&C with a fair, manageable and enforceable warranty document.