GENERAL CONTRACTOR'S ROOFING GUARANTEE

DCM Project No. _____

Project Name & Address	Project Owner Entity(ies) Name(s) & Address(es)

General Contractor's Company Name, Address, & Telephone Number	**EFFECTIVE DATES OF GUARANTEE**
	Date of Acceptance:
	Date of Expiration:

1. The General Contractor does hereby certify that the roofing work included in this contract was installed in strict accordance with all requirements of the plans and specifications and in accordance with approved roofing manufacturers recommendations.

2. The General Contractor does hereby guarantee the roofing and associated work including but not limited to all flashing and counter flashing both composition and metal, roof decking and/or sheathing; all materials used as a roof substrate or insulation over which roof is applied; promenade decks or any other work on the surface of the roof; metal work; gravel stops and roof expansion joints to be absolutely watertight and free from all leaks, due to faulty or defective materials and workmanship for a period of five (5) years, starting on the date of substantial completion of the project. This guarantee does not include liability for damage to interior contents of building due to roof leaks, nor does it extend to any deficiency which was caused by the failure of work which the general contractor did not damage or did not accomplish or was not charged to accomplish.

3. Subject to the terms and conditions listed below, the General Contractor also guarantees that during the Guarantee Period he will, at his own cost and expense, make or cause to be made such repairs to, or replacements of said work, in accordance with the roofing manufacturers standards as are necessary to correct faulty and defective work and/or materials which may develop in the work including, but not limited to: blisters, delamination, exposed felts, ridges, wrinkles, splits, warped insulation and/or loose flashings, etc. in a manner pursuant to the total anticipated life of the roofing system and the best standards applicable to the particular roof type in value and in accordance with construction documents as are necessary to maintain said work in satisfactory condition, and further, to respond on or within three (3) calendar days upon proper notification or leaks or defects by the Owner or Architect.

A. Specifically excluded from this Guarantee are damages to the work, other parts of the building and building contents caused by: (1) lightning, windstorm, hailstorm and other unusual phenomena of the elements; and (2) fire. When the work has been damaged by any of the foregoing causes, the Guarantee shall be null and void until such damage has been repaired by the General Contractor, and until the cost and expense thereof has been paid by the Owner or by the responsible party so designated.

B. During the Guarantee Period, if the Owner allows alteration of the work by anyone other than the General Contractor, including cutting, patching and maintenance in connection with penetrations, and positioning of anything on the roof, this Guarantee shall become null and void upon the date of said alterations. If the owner engages the General Contractor to perform said alterations, the Guarantee shall not become null and void, unless the General Contractor, prior to proceeding with the said work, shall have notified the Owner in writing, showing reasonable cause for claim that said alterations would likely damage or deteriorate the work, thereby reasonably justifying a termination of this Guarantee.

C. Future building additions will not void this guarantee, except for that portion of the future addition that might affect the work under this contract at the point of connection of the roof areas, and any damage caused by such addition. If this contract is for roofing of an addition to an existing building, then this guarantee covers the work involved at the point of connection with the existing roof.

D. During the Guarantee period, if the original use of the roof is changed and it becomes used for, but was not originally specified for, a promenade, work deck, spray cooled surface, flooded basin, or other use of service more severe than originally specified, this Guarantee shall become null and void upon the date of said change.

E. The Owner shall promptly notify the General Contractor of observed, known or suspected leaks, defects or deterioration, and shall afford reasonable opportunity for the General Contractor to inspect the work, and to examine the evidence of such leaks, defects or deterioration.

IN WITNESS THEREOF, this instrument has been duly executed this _____ day of _____, _____.

_____
General Contractor's Authorized Signature

_____
Typed Name and Title