



RHODE ISLAND COLLEGE

ADAMS LIBRARY ELEVATOR ADDITION PROJECT
RFQ25004755
PROVIDENCE, RHODE ISLAND

ADDENDUM #1

October 21, 2024

TABLE OF CONTENTS

1. Questions & Answers
2. Existing Roofing Warranty for information
3. Revised Specification Sections
 - a. 01 10 00 Summary
 - b. 01 14 00 Coordination of Work

END OF TABLE OF CONTENTS

END OF DOCUMENT



Q&A RFQ25004755 - RIC Adams

Question

Can you provide or equal elevator manufacturers?

Is the current roofing system currently under installer warranty? If so, what company?

Can the AWI certification/labeling be waived for this project?

Can the AISC be waived for this project as long as the steel fabricator and installer can show previous project experience?

Due to the limitations of the site staging areas, will the college make available office space inside the library for the contractor?

This project has liquidated damages. At time of award will the owner work with the contractor to establish an agreeable schedule based on long lead items, and the contractor will not be penalized by liquidated damages for any long lead items that we cannot control delivery on?

Will the fire review fee be paid by the owner?

Does the project have RIBCC approval?

Does the RI DLT apprenticeship requirement apply to this project?

The summary of work states we are to include premium time in our bid to meet the project schedule. Can an allowance be established for this item as it is difficult to price this item until material and equipment lead times are established?

What is the Substantial Completion date as there were two "Summary off Work" Sections in the Project Manual

If this project bids over \$1million dollars will the state prequalification requirement apply?

Library Elevator Addition Project
Answer
Kone, Schindler, & ThyssenKrupp Elevators
The roof is currently under manufacturers warranty, not the installers warranty. This was redone in 2021. See attached 30yr warranty from Johns Manville included in this addendum
The millwork shall be fabricated and installed to AWI standards set forth in the construction documents, however the certification/labeling can be waived for this project
AISC shall not be waived for this project
No office space within the library will be made available for the contractor. RIC will coordinate reasonable areas on campus for a small trailer and storage as required for the project
RIC will be open to waiving the liquidated damages only for long lead items beyond the control of the contractor. The contractor will commence immediately upon receipt of their PO and complete the rest of the project by the substantial completion date (08/01/25)
All permit fees will be paid by the contractor. The project documents are currently going through the SFM/RIBCC review portal process
The project is currently going through the RIBCC/SFM review portal process
No
No premium time allowance will be dictated by RIC. The bidders shall make a business decision as to how much premium time to include in their base bid in order to meet the project schedule. Any/all premium time required to meet the SC date (08/01/25) shall be the responsibility of the contractor.

The Substantial Completion Date shall be August 1st, 2025 and the Final Completion Date shall be September 1st, 2025. Please replace the two 01 10 00 - Summary sections and 01 14 00 Coordination of Work section with the revised sections included in this Addendum (dated October 2024)

No this does not fall under the prequalification. This is asked on every bid in the future please read the solicitation requirements the information is provided.

01 10 00 – SUMMARY**PART 1 - GENERAL****1.1 PROJECT**

- A. The Project consists of the construction of the following types of work:
1. New fully accessible elevator lobby and shaft addition to the west of the existing facility. This includes but is not limited to site exaction, shoring, new roof to existing roof tie-in, minor siding removal, and saw cut openings.

1.2 CONTRACT DESCRIPTION

- A. Contract Type: A single prime contract based on a Stipulated Price as described in Document 00 50 00 – Contracting Forms.

1.3 DESCRIPTION OF WORK

- A. Scope of demolition and removal work is shown on drawings plus as specified in Section 020600
- B. Scope of alterations work is shown on drawings and/or as specified herein.
- C. Site modifications: None
- D. Architectural modifications: Additional Gutters

1.4 SCHEDULE

- A. The date of commencement of the Work shall be the latter of: (i) the issuance of the Purchase Order by the Owner; and (ii) the date set forth in a notice to proceed issued by the User Agency.
- B. Ordering of products, Building Permit, coordination and preparatory work shall commence immediately upon receipt of Purchase Order.
- C. Construction at the site can commence immediately upon receipt of PO and building permit and shall be agreed upon with the User Agency.
- D. The substantial completion date is August 1st,2025. This is the date to which liquidated damages may apply and may only be adjusted as provided for in the Contract Documents. Contractor shall be responsible for completing the submittals required for issue of a Purchase Order in a timely manner. No extension will be granted for purchasing delays. Contractor shall account for any premium time required to meet the substantial completion date of August 1st,2025 in their base bid.
- E. Final Completion is September 1st,2025. This date represents the completion of all outstanding punchlist items and complete demobilization of the site.
- F. Cooperate with User Agency to minimize conflict and to facilitate the facility's operations.

1.5 ITEMS TO BE SALVAGED

NO ITEMS REMOVED AND NOT IDENTIFIED FOR REINSTALLATION SHALL BE SLAVAGED

1.6 SUBCONTRACTOR CERTIFICATION REQUIREMENTS

- A. Installation certification from the roof manufacturer for the roofing subcontractor for both the asphalt shingle roofing and membrane roofing. Refer to roofing specification section for clarification specifics.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

01 14 00 – COORDINATION OF WORK WITH USER AGENCY**PART 1 - GENERAL**

1.1 SECTION INCLUDES

- A. Contractor Use of Site and Premises.
- B. Utility and Building Services Outages and Shutdowns.
- C. Construction Requirements in Occupied Buildings.
- D. Construction Activities in Occupied Spaces.
- E. Time Restrictions and Working Hours.
- F. Schedule Coordination.

1.2 CONTRACTOR USE OF SITE AND PREMISES

- A. User Agency intends to continuously occupy the facility. Work areas will be made available as mutually agreed to during project scheduling.
- B. Construction Operations: Limited to areas noted on Drawings. Coordinate with Site Utilization Requirements. Include in the Base Bid all costs of this coordination, including all premium time wages that may be required to meet these requirements and project schedule. Cost of all work done during second or third shifts or on weekends and holidays shall be included in the bid price. Contractor is responsible for protection and restoration of existing conditions including, but not limited to hardscape, landscape and lawns.
- C. Arrange use of site and premises to allow:
 - 1. Adjacent projects to progress as planned for the User Agency.
 - 2. Use of street and adjacent properties by the Public.
 - 3. Continued operation of the facility.
- D. For activities requiring closure of parking lots, roadways and/or walkways, seven (7) days' notice is required. Refer to Section 01 50 00 Temporary Facilities and Controls for further information.
- E. Provide access to and from site as required by law and by User Agency:
 - 1. Maintain appropriate egress for workforce and users of the facility.
 - 2. Do not obstruct roadways, sidewalks, or other public ways without permit. Provide necessary signage and barriers to direct pedestrians around work areas.
 - 3. Barriers and signage must be provided by the contractor to the satisfaction of the User Agency to separate the work area from occupied areas. Efforts must be taken to limit dust, noise and odors from escaping the work area. Proper separation and protection of interior spaces shall be established and maintained during the project, to the satisfaction of the User Agency.
 - 4. Contractor is responsible for cleaning construction dust and/or debris from public areas and daily or at the request of the User Agency. Work areas within the building shall be kept tidy at all times.

5. Contractor shall provide and maintain walk-off mats at all entrances to the work site from occupied areas.

1.3 UTILITY AND BUILDING SERVICES OUTAGES AND SHUTDOWN:

- A. Prevent accidental disruption of utility services to other facilities. Contractor is responsible for restoration and damages resulting from unplanned disruptions to utilities.
- B. For life safety systems interruptions or shutdowns, including but not limited to fire sprinklers and fire alarm system, seven (7) days' written notice to User Agency and authorities having jurisdiction shall be provided. Contractor to utilize Fire Sprinkler and Alarm System Impairment Notification Forms found in Section 00 73 02. Contractor is responsible for providing Fire Alarm Technician or support personal to provide the necessary bypassing or fire watch as required for fire sprinkler or other life safety shutdowns.
- C. Electrical, plumbing, network and other utility shutdowns shall be scheduled off hours. Contractor shall provide written request for utility shutdown at least 72 hours in advance.
- D. When construction activities impact ventilation, heating or air conditioning to occupied building spaces, the contractor shall provide the necessary equipment to maintain proper ventilation rates and a temperature of 68° heating and 72° cooling. Prior to the decommissioning of equipment, the contractor shall submit a plan for temporary HVAC services, including unit location, utility connection, ductwork tie in and other logistical considerations.

1.4 CONSTRUCTION REQUIREMENTS FOR OCCUPIED BUILDINGS:

- A. User Agency intends to continuously occupy the facility. Work areas will be made available as mutually agreed to during project scheduling.
- B. The building and surrounding areas will be occupied during construction. The Contractor shall be solely responsible for initiating, maintaining and supervising safety, security and protection programs and shall comply with all applicable laws, ordinances, rules and regulations concerning safety of people and the protection of property.
- C. Barriers and signage must be provided by the contractor to the satisfaction of the User Agency to separate the work area from occupied areas. Appropriate signage, approved by the User Agency, shall be placed at all potential entrances to the Project Site and maintained throughout the project.
- D. Efforts must be taken to limit dust, noise and odors from escaping the work area. Proper separation and protection of interior spaces shall be established and maintained during the project, to the satisfaction of the User Agency. Contractor shall provide and maintain walk-off mats and plastic barriers at work site entries.
- E. Contractor shall provide appropriate masking of building supply air intakes to protect indoor air quality and limit transfer of odors. Contractor to coordinate with User Agency regarding shut down of appropriate units as work continues.
- F. Contractor to provide air scrubbing and/or negative air machines to prevent odors from escaping the Project Site.
- G. During the progress of the Work, the Contractor shall so conduct his work that as little inconvenience as possible is caused to the occupants. At the close of the work each day, the Contractor shall pick up and stow all equipment and miscellaneous material leaving the site in a neat and safe condition.

- H. The Contractor shall repair or replace, at his own expense, with new any item, surface, or object that is damaged by the Contractor or damaged because of the Contractor's actions during the course of the Work and during any guarantee period.
- I. Site and building conditions shall be restored to their condition as they were at the start of the Work. Before commencing work, the Contractor shall report any existing damage to the Architect in writing to assure that the Contractor will not be liable for preexisting damage.
- J. Contractor is responsible for cleaning construction dust and/or debris from public areas and daily or at the request of the User Agency. Work areas within the building shall be kept tidy at all times.
- K. Refer to Section 01 50 00 – TEMPORARY FACILITIES AND CONTROLS for more information.

1.5 CONSTRUCTION ACTIVITIES IN OCCUPIED SPACES

- A. The Project Site is defined as the immediate rooms under construction at a given time. Any work in vertically or horizontally adjacent classrooms, hallways, MEP/IT/FP spaces and grounds outside the footprint indicated on the Site Utilization Plan shall be considered as being outside the Project Site. Areas outside the project site are identified as Occupied Spaces.
- B. The safety of building occupants and construction workers is paramount. All construction activities within Occupied Spaces shall be marked with cones and caution tape. Computer generated signage shall be provided indicating the path of travel around construction zones, and shall also be posted at stairwell doors indicating where internal construction activities may take place.
- C. Activities which require work in Occupied Spaces shall be specifically and clearly indicated on the Two-Week Look-Ahead and confirmed with the User Agency at least two (2) business days in advance.
- D. Sufficient time to clean up work zones shall be allocated at the end of the shift. All construction activities within the building shall be thoroughly vacuumed, wet mopped and cleaned to the satisfaction of the User Agency at the end of each shift.
- E. Use of exterior occupied spaces will be permitted during off-hours as permissible provided such use is coordinated with the User Agency at least 72 hours in advance.
- F. All construction materials, tools and debris must be removed from occupied building spaces once construction activities have ended for the day. Occupied spaces must be returned to original conditions to the greatest extent possible by 8am weekdays. If it is not feasible to do as such, notify the User Agency immediately. With approval, the area shall be cordoned off with cones and caution tape and computer generated signage shall be posted to the satisfaction of the User Agency.

1.6 TIME RESTRICTIONS AND WORKING HOURS

- A. Include in the Base Bid all costs of this coordination, including all premium time wages that may be required to meet these requirements and project schedule. Cost of all work done during second or third shifts or on weekends and holidays shall be included in the bid price.
- B. Disruptive Activities & Work Restrictions The College uses the following categories to indicate work activities allowable during certain time periods:
 - 1. No Work: on site work is prohibited to take place during this time. Workers are prohibited from the site without prior notification to the User Agency. In order to ensure the safety of

occupants and preserve the educational experience, work **MAY NOT** take place during the time periods specified in Paragraph C, below.

2. Quiet Work: vibration producing work may not occur. Work that generates noise or odors that would escape the project site and cause disruption to occupant in adjacent Occupied Spaces is prohibited. Disallowed activities include but are not limited to: demolition of block and concrete, use of jackhammers, saw cutting, hammer drilling, connecting to building structure, mechanical fastening and other work activities which provides loud noises or vibrations that are constant in nature. Use of heavy solvents, odious paints and other irritants which cannot be contained through mechanical or physical barriers prohibited. Work in Occupied Spaces prohibited unless specific, written authorization is requested and granted.
 - a. It is the sole discretion of the User Agency to determine if activities are considered disallowed during quiet work periods. The designation of disallowed activities is contingent on location within the job site and the activities of the occupants.
 - b. The contractor may request a "disturbance test" which may allow for some disallowed activities to take place during quiet work times. Contractor may request with 24 hour notice to run a limited test to determine if a specific activity in a set location can be performed during quiet work periods. The User Agency will observe the impact on the occupied areas and determine if the activity take place. Waivers resulting from disturbance tests will be valid for a set period of time, based on construction activities and occupant usage.
3. No Restrictions: normal construction activities may take place. No restrictions on noise or vibrations. Utility shutdowns may occur following proper notifications.
 - a. This project's unrestricted hours are 10pm-8am Sunday-Friday and weekends between 5pm Friday and 8am Monday.
 - b. There are not classes on the following days and therefore have no work restrictions:
No work restrictions on Monday – Friday from 7:00 am – 4:00 pm. Contractor to coordinate with Owners project manager for any specific calendar school events, that the contractor will need to work around. The contractor shall account for any premium time required to meet the substantial completion date of August 1st,2025 in their base bid

C. Working Hours

1. Contractor is expected to plan and execute the work on schedule within the parameters indicated above. Regular working hours for contractors are between 7:00 a.m. and 4:00 p.m., Monday through Friday. Work that is to take place outside of these timeframes are to be reflected on the Two Week Look-Ahead.
2. Contractor is permitted to work holidays, nights and weekends if it is communicated two (2) business days in advance.
3. In the event of adverse weather, the College is open unless a State of Emergency is called by the Governor. The College is not responsible for lost time due to weather. Contractor to communicate with Project Manager regarding the college's status.
4. Special Work Hours are called for the following activities:
 - a. No Work Hours: Contractor to coordinate with Owner's project manager for any specific calendar school events, performances/etc. that the contractor will need to work around for facility access.

- b. Quiet Work: Contractor to coordinate with Owner's project manager for any specific calendar school events, performances/etc. that the contractor will need to work around.
- c. Hours of No Restrictions: No work restrictions from 7:00 am – 4:00 pm. Contractor to coordinate with Owner's project manager for any specific calendar school events, performances/etc. that the contractor will need to work around
- d. Hoisting: Contractor to provide any anticipated hoisting activities in their schedule. Contractor must coordinate with Rhode Island College and Owner's project manager to allow for flexibility and scheduling for contractor, Rhode Island College, and Owner's project manager.
- e. Material deliveries: Contractor to provide any anticipated material deliveries in their schedule. Contractor must coordinate with Rhode Island College and Owner's project manager to allow for flexibility and scheduling for contractor, Rhode Island College, and Owner's project manager.

1.7 SCHEDULE COORDINATION

- A. The contractor shall provide, in writing, via email, by noon on Thursdays the two week project look ahead which lists in detail the planned activities, locations of disturbance, scheduled subcontractors and working hours for the forthcoming Sunday-Saturday. The same shall be provided for the second week, but as a working draft. The document shall list out any utility shutdowns or other activities which require review and approval of the User Agency. Failure to provide the Look Ahead may result in a reduction of payment of general requirements line item in the following pay requisition.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION



Building Owner:
 Rhode Island College
 600 Mount Pleasant Ave
 Providence, RI 29081

Guarantee Number: KNP108040388
Expiration Date: June 23, 2051
Job Name: Rhode Island College - James P. Adams Library
Date of Completion: June 23, 2021

Building Name:
 James P. Adams Library
 600 Mount Pleasant Avenue
 Providence, RI 02908

Approved Roofing Contractor:
 COMMERCIAL RFG & CONTRACTING INC
 340 KENNEDY DRIVE
 PUTNAM, CT 06260

Terms & Maximum Monetary Obligation to Maintain a Watertight Roofing System.

Years: 30 Year

\$ No Dollar Limit

Coverage:

The components of the Roofing System covered by this Guarantee are:

Total Squares: 340

Sec.	Sqs.	Roof Type	Membrane Spec.	Insulation Type			Cover Board
				Layer 1	Layer 2	Layer 3	
1	150	PVC	SP8RA	ENRGY 3	Tapered ENRGY 3		JM DEXcell Cement Roof Board

Accessories:	Type	Product Name	Quantity
	Expand-O-Flash (1) Style:	Yes	100 lin. ft.
	Expand-O-Flash (2) Style:		lin. ft.
	Expand-O-Flash (3) Style:		lin. ft.
	Fascia Style:	Presto-Tite Fascia - Single Ply	370 lin. ft.
	Copings Style:		lin. ft.
	Drains (1) Style:		ea.
	Vents Style:		ea.

Sec.	Sqs.	Roof Type	Membrane Spec.	Insulation Type			Cover Board
				Layer 1	Layer 2	Layer 3	
2	170	PVC	SP8RA	ENRGY 3	Tapered ENRGY 3		JM DEXcell Cement Roof Board

Accessories:	Type	Product Name	Quantity
	Expand-O-Flash (1) Style:		lin. ft.
	Expand-O-Flash (2) Style:		lin. ft.
	Expand-O-Flash (3) Style:		lin. ft.
	Fascia Style:	Presto-Tite Fascia - Single Ply	500 lin. ft.
	Copings Style:		lin. ft.
	Drains (1) Style:		ea.
	Vents Style:		ea.

Sec.	Sqs.	Roof Type	Membrane Spec.	Insulation Type			Cover Board
				Layer 1	Layer 2	Layer 3	
3	20	PVC	SP8RA	ENRGY 3	Tapered ENRGY 3		JM DEXcell Cement Roof Board

Accessories:	Type	Product Name	Quantity
	Expand-O-Flash (1) Style:		lin. ft.
	Expand-O-Flash (2) Style:		lin. ft.
	Expand-O-Flash (3) Style:		lin. ft.

Fascia Style:	Presto-Tite Fascia - Single Ply	100	lin. ft.
Copings Style:			lin. ft.
Drains (1) Style:			ea.
Vents Style:			ea.

These Johns Manville Guaranteed components are referred to above as the "Roofing System" and ALL OTHER NON-JM COMPONENTS OF THE OWNER'S BUILDING ARE EXCLUDED FROM THE TERMS OF THIS GUARANTEE, including any amendments thereto.

Johns Manville* guarantees to the original Building Owner that during the Term commencing with the Date of Completion (as defined above), JM will pay for the materials and labor reasonably required in Johns Manville's sole and absolute discretion to repair the Roofing System to return it to a watertight condition if leaks occur due to: ordinary wear and tear, or deficiencies in any or all of the Johns Manville component materials of the Roofing System, or workmanship deficiencies only to the extent they arise solely out of the application of the Roofing System. Non-leaking blisters are specifically excluded from coverage. Should any investigation or inspection reveal the cause of a reported leak to be outside the scope of coverage under this Guarantee, then all such investigation and inspection costs shall be borne solely by the Building Owner.

WHAT TO DO IF YOUR ROOF LEAKS

If you should have a roof leak please refer to the Maintenance Program page within this document.

LIMITATIONS AND EXCLUSIONS

This Guarantee is not a maintenance agreement or an insurance policy; therefore, routine inspections and maintenance are the Building Owner's sole responsibility (see Maintenance Program page of this document). This Guarantee does not obligate JM to repair or replace the Roofing System, or any part of the Roofing System, for leaks or appearance issues resulting, in whole or in part, from one or more of the following (a) natural disasters including but not limited to the direct or indirect effect of lightning, flood, hail storm, earthquake, tornados, hurricanes or other extraordinary natural occurrences and/or wind speeds in excess of 55 miles per hour; (b) misuse, abuse, neglect or negligence; (c) Failure by the Building Owner to use reasonable care in maintaining the roofing system, said maintenance which is recommended to include those items listed on the Maintenance Program page of this Guarantee; (d) installation or material failures other than those involving the component materials expressly defined above as the Roofing System or exposure of the Roofing System components to damaging substances such as oil, fertilizers, or solvents or to damaging conditions such as vermin; (e) any and all (l) changes, alterations, repairs to the Roofing System, including, but not limited to, structures, penetrations, fixtures or utilities (including vegetative and solar overlays) based upon or through the Roofing System as well as any (ll) changes to the Building's usage that are not pre-approved in writing by JM; (f) failure of the Building substrate (mechanical, structural, or otherwise and whether resulting from Building movement, design defects or other causes) or improper drainage; (g) defects in or faulty/improper design, specification construction or engineering of the Building or any area over which the Roofing System is installed; (h) defects in or faulty/improper architectural, engineering or design flaws of the Roofing System or Building, including, but not limited to, design issues arising out of improper climate or building code compliance; or (i) in instances of a recover project, Johns Manville is not responsible for the performance of pre-existing materials that predated the recover. Instead, Johns Manville's sole responsibility in recover systems where JM materials are adhered to existing materials is limited to the installed recover JM Roofing materials up to the wind speed listed herein. Guarantee coverage is limited to replacing recover JM Roofing materials only (and not the pre-existing materials – which is the Owner's responsibility) as required to return the roofing system to a watertight condition due to a claim covered under the terms and conditions herein. Johns Manville is not responsible for leaks, injuries or damages resulting from any water entry from any portion of the Building structure not a part of the Roofing System, including, but not limited to, deterioration of the roofing substrate, walls, mortar joints, HVAC units and all other non-Johns Manville materials and metal components. Moreover, the Building Owner is solely and absolutely responsible for any removal and/or replacement of any overburdens, super-strata or overlays, in any form whatsoever, as reasonably necessary to expose the Roofing System for inspection and/or repair.

This Guarantee becomes effective when (1) it is delivered to Owner; and (2) all bills for installation, materials, and services have been paid in full to the Approved Roofing contractor and to JM. Until that time, this Guarantee is not in force, has no effect – and JM is under no obligation whatsoever to perform any services/work.

The Parties agree that any controversy or claims relating to this Guarantee shall be first submitted to mediation under the Construction Industry Arbitration and Mediation Rules of the American Arbitration Association (Regular Track Procedures) or to such other mediation arrangement as the parties mutually agree. No court or other tribunal shall have jurisdiction until the mediation is completed. In any action or proceeding brought against the Building Owner to enforce this Guarantee or to collect costs due hereunder, Johns Manville shall be entitled to recover its reasonable costs, expenses and fees (including expert witness' fees) incurred in any such action or proceeding, including, without limitation, attorneys' fees and expenses, and the Building Owner shall pay it.

TO THE FULLEST EXTENT PERMITTED BY LAW, JM DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND LIMITS SUCH WARRANTY TO THE DURATION AND TO THE EXTENT OF THE EXPRESS WARRANTY CONTAINED IN THIS GUARANTEE.

THE EXCLUSIVE RESPONSIBILITY AND LIABILITY OF JM UNDER THIS GUARANTEE IS TO MAKE REPAIRS NECESSARY TO MAINTAIN THE ROOFING SYSTEM IN A WATERTIGHT CONDITION IN ACCORDANCE WITH THE OBLIGATIONS OF JM UNDER THIS GUARANTEE. JM AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE BUILDING STRUCTURE (UPON WHICH THE ROOFING SYSTEM IS AFFIXED) OR ITS CONTENTS AND OR OCCUPANTS, LOSS OF TIME OR PROFITS OR ANY INCONVENIENCE, INJURY. JM SHALL NOT BE LIABLE FOR ANY CLAIM MADE AGAINST THE BUILDING OWNER BY ANY THIRD PARTY AND THE BUILDING OWNER SHALL INDEMNIFY AND DEFEND JM AGAINST ANY CLAIM BROUGHT BY ANY THIRD PARTY AGAINST JM RELATING TO OR ARISING OUT OF THE ROOFING SYSTEM OR JM'S OBLIGATIONS UNDER THIS GUARANTEE. JM AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY DAMAGES WHICH ARE BASED UPON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY OTHER THAN THE EXCLUSIVE LIABILITY SET FORTH IN THIS GUARANTEE. THIS GUARANTEE DOES NOT COVER, AND EXPLICITLY EXCLUDES, ANY AND ALL INJURIES, CLAIMS AND/OR DAMAGES RESULTING, IN WHOLE OR IN PART, FROM ANY WATER ENTRY FROM ANY PORTION OF THE BUILDING STRUCTURE INCLUDING, BUT NOT LIMITED TO, THE ROOFING SYSTEM.

No one is authorized to change, alter, or modify the provision of this Guarantee other than the Regional Service Manager, or authorized delegate. JM's delay or failure in enforcing the terms and conditions contained in this Guarantee shall not operate as a waiver of such terms and conditions. This Guarantee is solely for the benefit of the Building Owner identified above and Building Owner's rights hereunder are not assignable. Upon sale or other transfer of the Building, Building Owner may request transfer of this Guarantee to the new owner, and JM will transfer this Guarantee, only after completing JM's transfer requirements including JM receiving satisfactory information and payment of a transfer fee, which must be paid no later than 30 days after the date of Building ownership transfer.

In the event JM pays for repairs which are required due to the acts or omissions of others, JM shall be subrogated to all rights of recovery of the Building Owner to the extent of the amount of the repairs.

Because JM does not practice Engineering or Architecture, neither the issuance of this Guarantee nor any review of the Building's construction or inspection of roof plans (or the Building's roof deck) by JM representatives shall constitute any warranty by JM of such plans, specifications, and construction or in any way constitute an extension of the terms and conditions of this Guarantee. Any roof inspections are solely for the benefit of JM.

JM does not supervise nor is it responsible for a roofing contractor's work except to the extent stated herein, and roofing contractors are not agents of JM.

*JOHNS MANVILLE ("JM") is a Delaware corporation.



By: Joseph Smith
Title: President Roofing Systems

Addendum(s)

~ None ~

Maintenance Program

The following Maintenance Program is recommended and should be implemented and followed:

1. Building Owner must notify JM's Owner Services Group (see below) immediately upon discovery of the leak and in no event later than thirty (30) days after initial discovery of the leak, time being of the essence. Failure of the Building Owner to provide timely notice to JM Owner Services of any leak is a material ground for termination of the Guarantee.
2. In response to timely notice, JM will arrange to inspect the Roofing System, and
 - (i) If, in JM's opinion, the leak(s) is/are the responsibility of JM under this Guarantee (see Limitations and Exclusions), then JM will take prompt appropriate action to return the Roofing system to a watertight condition, or
 - (ii) If, in JM's opinion, the leak(s) is/are not the responsibility of JM under this Guarantee, then JM will advise the Building Owner within a reasonable time of the minimum repairs that JM believes are required to return the Roofing System to a watertight condition. If the Building Owner, at his expense, promptly and timely makes such repairs to the Roofing System (time being of the essence) then this Guarantee will remain in effect for the unexpired portion of its Term. Failure to make any of these repairs in a timely and reasonable fashion will void any further obligation of JM under this Guarantee as to the damaged portion of the Roofing System as well as any other areas of the Roofing System impacted by such failure.
3. In the event an emergency condition exists which requires immediate repair to avoid damage to the Building, its contents or occupants, then Building Owner may make reasonable, essential temporary repairs. JM will reimburse Building Owner for those reasonable repair expenses only to the extent such expenses would have been the responsibility of JM under the Guarantee.

There are a number of items not covered by this Guarantee that are the sole, exclusive responsibility of the Building Owner. In order to ensure that your new roof will continue to perform its function and to continue JM's obligations under the Guarantee, you should examine and maintain these items on a regular basis. All damage or leak investigation findings that are the direct result of non-covered maintenance items are the sole responsibility of the owner.

- Maintain a file for your records on this Roofing System, including, but not limited to, this Guarantee, invoices, and subsequent logs of all inspections performed and repairs that are made to the Roofing System.
- Inspect your Roofing System at least semi-annually. This is best done in the spring, after the Roofing System has been exposed to the harsh winter conditions, and, in the Fall after a long hot summer. It is also a good idea to examine the Roofing System for damage after severe weather conditions such as hailstorms, heavy rains, high winds, etc.
- Since these types of Roofing Systems typically have a low slope, they are easily examined. However, care must be taken to prevent falling and other accidents. JM expressly disclaims and assumes no liability for any inspections performed on the Roofing System.

When checking the Roofing System:

- Remove any debris such as leaves, small branches, dirt, rocks, etc. that have accumulated.
- Clean gutters, down spouts, drains and the surrounding areas. Make certain they allow water to flow off the Roofing System. Positive drainage is essential.
- Examine all metal flashings for rust and damage that may have been caused by wind or traffic on the Roofing System, and make certain they are well attached and sealed. Any damaged materials due to foot traffic or service work, loose clamps at penetrations, or poorly sealed materials at drains or penetrations pockets must be repaired by a JM Approved Roofing Contractor only.
- Examine the areas that abut the Roofing System. Damaged masonry, poorly mounted counter flashing, loose caulking, bad mortar joints, and any loose stone or tile coping can appear to be a membrane leak. Have these items repaired if found to be defective.
- Examine the edges of the Roofing System. Wind damage often occurs in these areas. Materials that have been lifted by the wind need to be corrected by a JM Approved Roofing Contractor.
- Examine any roof top equipment such as air conditioners, evaporative coolers, antennas, etc. Make certain they do not move excessively or cause a roof problem by leaking materials onto the Roofing System.
- Check the building exterior for settlement or movement. Structural movement can cause cracks and other problems which in turn may lead to leaks in your Roofing System.
- Examine protective coatings; any cracked, flaking, or blistered areas must be recoated.

Protecting your investment:

- Avoid unnecessary roof top traffic.
- If you allow equipment servicemen to go onto the Roofing System, advise them to be careful. Dropped tools, heavy equipment, etc. can damage the membrane. It is recommended to keep a log of all such trips to the Roofing System.
- Do not allow service personnel to make penetrations into the Roofing System; these are to be made only by a JM Approved Roofing Contractor.

All the terms and conditions of this Guarantee shall be construed under the internal law of the state of Colorado without regard to its conflicts of law principles. Invalidity or unenforceability of any provisions herein shall not affect the validity or enforceability of any other provision which shall remain in full force and effect to the extent the main intent of the document is preserved.

This form is not to be copied or reproduced in any manner. This Guarantee is valid only in the United States of America.

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