

Addendum

DATE: 06/04/2020

615 Woodside Drive, Englewood, Ohio 45322

T 937.836.8898 F 937.832.3696

PROJECT: Interior Renovations
Washington Township Fire Station No. 45

www.app-arch.com

PROJECT ADDRESS: 8328 McEwen Road
Dayton, Ohio 45458

ADDENDUM NO. 2

RECEIPT OF THIS ADDENDUM MUST BE NOTED ON THE FORM OF PROPOSAL

TO ALL BIDDERS:

This addendum supplements and amends the original Plans and Specifications and shall be taken into account in preparing proposals and shall become part of the Contract Documents.

GENERAL ITEMS:

ITME G5 BIDDER QUESTIONS & ANSWERS

- Q1. I have a question for you regarding the Equal Employment Opportunity Requirements and Bid Conditions for Washington Township Construction Projects. It's asking for a copy of the Certificate of Compliance for EEO, page 12 of spec book, but when we try to get a copy of the certificate of Compliance it asks us to input the contract amount and other questions that seem like they would be for the awarded contractor. Are we doing something incorrectly?
- A1. The Certificate of Compliance part of the bid package (page 1 of the attached) says it only applies to projects funded with federal or state monies. This project does not use either. Bidders can note "n/a" on the certificate of compliance portion of page 1, but would still need to sign the EEO covenants listed on pages 1-2.
- Q2. What is the cost of the permit and who pays for it?
- A2. The contractor is responsible for paying the permit fee. The building permit fee with Montgomery County is \$350.00. There is no fee due for HVAC work.
- Q3. What is the schedule? Start and completion?
- A3. Work is to begin within 2 weeks of contract being awarded. Schedule (completion time) is for the bidder to list as part of the bid form in specification section 00 4113.
- Q4. Who holds the roof warranty?
- A4. The 20-year Johns Manville roof system warranty is attached. Roofing is warrantied through 12/14/2023.

- Q5. Who removes all the vinyl wall covering in this space?
A5. Contractor is responsible for removing vinyl wall covering. Refer to demolition note #18 sheet A1.1.

END OF ADDENDUM NO. 2

ATTACHMENTS: Roof system warranty

Commercial
Industrial



New Roofs
Repairs

2485 Arbor Blvd. • Dayton, Ohio 45439 • (937) 298-1155 • Fax (937) 298-2340

February 23, 2004

Washington Township Board of Trustees
Attn: Tom Toberen
8190 McEwen Rd.
Dayton, OH 45458

Dear Tom:

Attached is the 20 year Carlisle roof system warranty #TS48360 and the 20 year Johns Manville roof system warranty # ANA121026769 for the project listed below. Also included is our own 5 year limited warranty. We have kept a copy of these warranties for our files.

**PUBLIC SERVICE GARAGE
&
FIRE STATION #45**


WASHINGTON TOWNSHIP, OHIO

If there should be a roof leak during the first 2 years of the warranty, the owner should call us, Command Roofing Company (1-937-298-1155). During the final 18 years of the warranty, the owner should call the roofing system manufacturer who will then authorize us to investigate/repair any roof related causes of leaks. All warranty related repairs will be 'no charge' to the owner and all non-warranty related repairs will be charged to the owner.

Enclosed are some manufacturer's information concerning your new roof system and future alterations along with a copy of the roof plan.

Thank you for letting Command Roofing Company install the new roof system on this project and let us know if you have any questions.

Sincerely,


Mike Davis
Vice President

*original in
warranty file
PW bldg. DS 3/9/04*

Commercial
Industrial



New Roofs
Repairs

2485 Arbor Blvd. • Dayton, Ohio 45439 • (937) 298-1155 • Fax (937) 298-2340

5 YEAR CONTRACTOR'S ROOF WARRANTY

TO: Washington Township Board of Trustees
8190 McEwen Rd.
Dayton, Ohio 45458

PROJECT: Public Service Garage
8190 McEwen Rd.
Washington Township, Ohio

1. Command Roofing Company herein guarantees that it will repair or cause to be repaired any failures in the roofing materials supplied and installed by it, which are not covered by the roofing system manufacturer's guarantee, for the above mentioned project.
2. To invoke the guarantee, the Owner must give written notice of said failures to Command Roofing Company within thirty (30) days of discovery of such failures.
3. This guarantee is in addition to the manufacturer's guarantee, and it shall be effective for a period of five (5) years commencing on 12/15/2003 and ending on 12/15/2008.
4. Command Roofing Company shall bear the expense of examination and repair or replacement of all failures, provided that such failures are the result of improper materials or faulty installation. The Owner shall bear the expense of examination and repair if said failures are determined to be the result of causes other than those stated above.
5. This guarantee does not cover damages to the building or the contents thereof, nor shall it cover damages as a result of acts of God, or unreasonable use of the roof, or defects resulting from work performed by other trades or other roofing contractors.

COMMAND ROOFING COMPANY

By: Michael R. Davis
Michael R. Davis Vice President

DATE: 2/23/04



Johns Manville

A Berkshire Hathaway Company

10100 W. Ute Avenue (80127)
P.O. Box 625001
Littleton, CO 80162-5001
303 978 2000
303 978 2808 Fax

Dear Building Owner:

Attached to this letter is the GoldShield/UltraGard Roofing Systems Guarantee for the new roof recently installed on your building. We believe your building is now protected by one of the finest commercial roofing systems available on the market today. We appreciate the opportunity to provide you with a level of protection unmatched in the industry.

There are some things you should be aware of before you file this document away in a safe place:

1. This is NOT a maintenance agreement nor an insurance policy. Johns Manville liability is strictly governed by the terms of the guarantee. If you have any kind of questions about this Guarantee, contact Johns Manville Guarantee Services at the appropriate number given below.
2. You are required to perform routine maintenance on the roofing system to keep the coverage to the guarantee intact. For your convenience, a list of maintenance items is printed on the back of the Guarantee.

We hope that you may never experience any difficulty with your roofing system. If you do have a problem, you should contact Johns Manville Guarantee Services at the appropriate numbers provided. Please have the Guarantee on hand so that we may more efficiently handle your inquiry.

Our Technical Services Department is staffed by some of the most experienced roofing professionals in the roofing industry. Please call on them for any questions you might have about commercial and industrial roofing and Johns Manville Products.

Sincerely,

David A. Carl
Manager, Guarantee Services
Johns Manville Roofing Systems Group

Eastern Region 800-345-9603
Northern Region 800-231-1064

South West/West Region 800-654-0071
www.jm.com Email-gsu@jm.com



Johns Manville

GoldShield® Roofing Systems Guarantee
Built-Up and Modified Bitumen

Building Owner

Washington Township Board of Trustees
Washington Township, OH 45458

Building Name:

Public Service Garage - Washington Township
8190 McEwen Rd.

Washington Township, OH 45458

Approved Roofing Contractor

Command Roofing Co
2485 Arbor Blvd

Dayton, OH 45439

Guarantee Number: ANA121026769

Date of Completion: 12/15/03

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

Years 20

\$

No Dollar Limit

COVERAGE

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

Total Squares : 86

Membrane Spec. and Type : 3PBN-W, 3PBN-W, 3PBN-W

APP

Flashing Spec. and Type : WFE-2, WFE-4, WFE-2, WF

554 Linear Feet

Insulation Type : ISO125 , ISO125 ISO125 , IS

Accessories (Type and Quantity) :

These Johns Manville Guaranteed components are referred to below as the "Roofing System", and ALL OTHER COMPONENTS OF THE OWNER'S BUILDING ARE EXCLUDED FROM THE TERMS OF THIS GUARANTEE.

Johns Manville* guarantees to the original Building Owner that during the Term commencing with the Date of Completion, JM will pay for the materials and labor required to promptly 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 component materials of the Roofing System, or workmanship deficiencies in the application of the Roofing System.

WHAT TO DO IF YOUR ROOF LEAKS

If you should have a roof leak please refer to directions on the reverse side.

LIMITATIONS AND EXCLUSIONS

This Guarantee is not a maintenance agreement or an insurance policy; therefore, routine inspections and maintenance are the Building Owner's responsibility (see reverse side of this document). Failure to follow the Maintenance Program on the reverse side of this document will void the Guarantee. This Guarantee does not obligate JM to repair the Roofing System, or any part of the Roofing System, for leaks resulting from (a) natural disasters including but not limited to the direct or indirect effect of lightning, fire, hailstorm, earthquake, tornadoes, hurricanes or other extraordinary natural occurrence and/or wind speeds in excess of 72 miles per hour, (b) misuse, abuse or negligence, (c) installation or material failures other than those involving the component materials expressly defined above the Roofing System or exposure of the Roofing System components to damaging substances such as oil or solvents or to damaging conditions such as vermin, (d) changes to the Roofing System or the Building's usage that are not pre-approved in writing by JM, or (e) failure of the Building substrate (mechanical, structural, or otherwise and whether resulting from Building movement, design defects or other causes) or improper drainage. JM is not responsible for leaks and damage resulting from water entry from any portion of the Building structure not a part of the Roofing System.

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 and has no effect.

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.

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, LOSS OF TIME OR PROFITS OR ANY INCONVENIENCE. 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.

No one is authorized to change, alter, or modify the provision of this Guarantee other than the Manager, Guarantee Services Unit 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 may transfer this Guarantee, in its sole discretion only after receiving satisfactory information any 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 with its principal mailing address at P.O. Box 5108, Denver, Colorado 80217-5108.

By : Pat McEvoy
Title : Sr. Vice President
Roofing Systems Group

Attorney - in - Fact