



**June 1, 2022
Addendum #2
FOR IMMEDIATE ATTENTION**

ADDENDUM NO. 2 TO ALL BIDDERS:

Reference – Invitation for Bid:

**HVAC Replacement – Newsome Park
Elementary School
RFP# 023-0-2022/SB**

For Delivery To:

Newport News Public Schools

Bids Due:

Friday, June 10, 2022 at 2:00 pm EST

The above is hereby changed to read:

1. Pre-Bid Questions and Responses:

a. It is noted that the substantial completion is 07/31/24. It is also noted that the intent is for all long lead items to be released well in advance of the period of performance for on-site work. With that in mind, will the contractor be responsible for (and be required to include in his/her bid) the cost of storage of all materials and equipment released in advance of the on-site work?

Response:

The contractor is responsible for ordering the materials and equipment for performance of the work in a timely manner. The contractor will be responsible for, security, proper storage and maintaining the materials in suitable condition.

Section 010200 Paragraph 1.2 (a) states the following:

The Contractor shall begin work on the date to be specified on the Owner's written "Notice to Proceed" and shall substantially complete the project before July 31, 2024. The Contractor shall pay as liquidated damages the sum of \$1,000.00 per day for each consecutive calendar day thereafter for which the project is not substantially complete. The Contractor shall achieve final completion the project before August 30, 2024. The Contractor shall pay as liquidated damages the sum of \$1,000.00 per day for each consecutive calendar day thereafter for which the project has not achieved final completion.

Section 011400 Paragraph 1.5 (a) states the following:

Construction areas of the building will be vacated during the construction period. The project shall be substantially complete before August 20, 2024. Final completion shall be achieved before September 28, 2024. The Contractor shall take all precautionary measures required by the Contract Documents, or as deemed necessary by the Owner or Engineer during the construction project, to maintain the site in a safe condition.

Change these dates to match Paragraph 1.2(a) in Section 010200

b. Drawing MO.1 indicates that the contractor shall provide temporary Cooling at no cost to the owner if permanent cooling is not in operation by 08/15/2022. Will this be updated to reflect 08/15/2024?

Response:

The note on the drawing for providing temporary cooling if permanent cooling is not operational will be changed to 07/31/2024.

c. Is the existing roof under warranty? If, so who holds the current warranty?

Response: The attached document shows the area of Newsome Park ES that currently has a warranty. See the below roof warranty.

All other provisions of the IFB shall remain unchanged.

Sincerely,
Shannon Bailey, VCCO, VCO
Procurement Manager
shannon.bailey1@nn.k12.va.us
757-591-4560 x10752

Name of Firm

Signature/Title

Date

WARRANTY NUMBER: 132887
OWNER: Newport News Public Schools
ADDRESS: 12465 Warwick Boulevard, Newport News, VA 23606
BUILDING DESCRIPTION: Newsome Park Elementary School - Entire Building
ADDRESS: 4200 Marshall Avenue, Newport News, VA 23607
ROOF AREA: 58,600 sq. ft.
DATE OF JOB COMPLETION: March 24, 2010
INSTALLATION PRICE: \$753,000.00
ROOFING SYSTEM: Replacement: POWERply Standard FR
INSTALLATION CONTRACTOR: T R Driscoll Incorporated
ADDRESS: 1000 Starlite, Lumberton, NC 28358

Tremco Incorporated (hereinafter "Tremco") hereby warrants to the above-named Owner that, subject to the terms, conditions, and limitations stated herein, it will repair leaks and provide the following services to the Owner on the roofing system on the building (hereinafter "TRS") for a period of twenty (20) years from the date of job completion. TRS shall be defined as the weatherproofing assembly and its components, which includes the following: membrane, insulation, flashings, all sheet metal-related details, and termination details as specified by Tremco. The services being offered by Tremco include the following:

A. INSPECTIONS, HOUSEKEEPING AND PREVENTIVE MAINTENANCE

In year two (2), year five (5), year ten (10), and year fifteen (15) of this warranty, Tremco shall provide roof inspections, preventive maintenance, and limited housekeeping services, except as excluded in Section C and Section D, on the TRS. (If a TremCare Service Agreement has been purchased for the TRS in addition to this warranty, these inspections and the related reporting will be carried out as part of the TremCare Service Agreement. The warranty and the TremCare Service Agreement will remain in effect for the warranty period simultaneously.)

Roof inspection services shall include the following:

1. Visual inspection of the roof membrane and roof surface conditions.
2. Inspection of the flashing systems including, but not limited to, the metal edge system, base flashings on equipment and adjoining walls, counterflashings and termination details, soil stacks and vents, and inspection of rooftop projections, and equipment including, but not limited to, pitch pans, HVAC equipment, sky lights, and access hatches.

Roof inspection services do not include:

1. Inspection for water damage or mold growth.
2. Detection or identification of mold.

Preventive maintenance services shall include the following:

1. Metal edge flashing components - tears, splits, and breaks in the membrane flashings will be repaired with appropriate repair mastics and membranes.
2. Tears and splits in the flashing membrane will be repaired with appropriate repair mastics and membranes. Open split flashing strip-ins will be repaired with appropriate repair mastics and membranes. Exposed fasteners will be sealed. Termination bar and counterflashings will be sealed.
3. Roof membrane maintenance repairs - tears, breaks, and splits in the roof membrane will be repaired with appropriate repair mastics and membranes. Splits and blisters which threaten the roof integrity will be cleaned, primed, and repaired with appropriate repair mastics and membranes. Metal projections (hoods and clamps) will be sealed. This warranty does not include recoating of roof membranes.

Preventive maintenance services do not include:

1. Repairs or maintenance of any building component other than the TRS.
2. Remediation or abatement of mold.

General rooftop housekeeping services shall include the following: Removal of incidental debris. All debris will be disposed of at the Owner's approved on-site location.



B. ROOF INSPECTION REPORTS

Tremco will provide roof inspection reports to the Owner based upon the inspections as defined in paragraph A. The reports shall become part of the roof database maintained on the Tremco TRS. Tremco will be excused from performing under this warranty if prevented or delayed by events not within its control, including events such as floods, fires, accidents, riots, explosions, governmental order, acts or omissions of contractors or other third parties, inability to access the TRS, etc. Roof inspection reports will not address the presence of water damage to any building components other than the TRS or the presence of mold.

C. OWNER'S RESPONSIBILITIES

It is agreed by the parties that Tremco, by this warranty, does not assume possession or control of any part of the TRS. Control and ownership of the TRS and all parts of the building remains solely with the Owner. The Owner is solely responsible for all requirements imposed by any federal, state or local law, ordinance or regulation, and all repair, maintenance, and other work with respect to the TRS and the building, except as expressly stated by this warranty.

Housekeeping and general roof top preventive maintenance does not eliminate or replace the building Owner's responsibility for keeping effluent and debris from the roof surface. Customer production-related materials are excluded as part of the housekeeping services. If scheduled cleaning is insufficient to maintain the roof integrity, Owner must pay for additional cleaning/inspections or assume responsibility for such cleanings. Owner agrees that all debris on or removed from the roof is the sole property of Owner, and it is the sole responsibility of Owner to properly dispose of said debris.

The Owner shall, at all times, exercise reasonable care in the use and maintenance of the TRS.

In order to protect the investment this TRS represents, the building Owner must fulfill his responsibilities as outlined in the attached Owner's Manual. Lack of care and maintenance can have significantly damaging effects on the system's overall performance and is cause for cancellation of this warranty.

Care and maintenance guidelines include, but are not limited to:

- ➔ Regular ongoing inspection by the Owner - This will allow for implementation of good housekeeping practices and early detection of problems such as any physical damage.
- ➔ Verification that no alterations or unauthorized repairs have been made to the roofing system.

If alterations are being considered, the Owner must notify Tremco in order for the proper authorized follow-up to be completed.

The Owner shall report all leaks which occur in the TRS within the warranty period by contacting Tremco at 1-800-422-1195 and in writing to Tremco Incorporated at 3735 Green Road, Beachwood, Ohio 44122, as soon as possible (however, in no event more than thirty (30) days) after leakage is or should have been discovered. Immediate repair of leaks is critical to prevent water damage and mold growth. In no event is Tremco responsible for any repairs to any part of the building other than the TRS. The liability or expense for such repair is to be assumed and paid by the Owner. If the leak is not within the coverage of this warranty, Tremco shall advise the Owner, and the Owner shall have repairs performed within thirty (30) days according to Tremco specifications by a Tremco certified or approved applicator. The Owner agrees to provide Tremco with unrestricted ready access to the TRS and all areas of the building on which the TRS is located.

D. WARRANTY EXCLUSIONS

This warranty does not cover any leaks or damage or failure of the TRS or any part thereof as a result of:

1. Natural or accidental disasters including, but not limited to, damage caused by lightning, hailstorms, floods, hurricane force winds (74 mph or greater), tornadoes, earthquakes, fire, vandalism, animals, penetration of the membrane, or chemical attack by outside agents.
2. Use of materials not specified by Tremco or unauthorized repairs to the TRS.
3. Any intentional or negligent act on the part of the Owner or any third party including, but not limited to, misuse, traffic, storage of or discharge of materials or effluent on the roof. Any repair of these items will be at Owner's expense.
4. Distortion, expansion or contraction of the TRS caused by faulty original construction or design of building components including parapet walls, copings, chimneys, skylights, vents or roof deck, or lack of positive, proper, or adequate drainage resulting in ponding water on the roof.

E. WARRANTY LIMITATIONS

Tremco shall have no responsibility and or liability under this warranty until all bills for installation, supplies, and services sold in connection with the TRS have been paid in full.

The Owner's rights under this warranty are specific to the Owner and are not transferrable.

Tremco's obligations under this warranty may be voided by Tremco based on any of the events described in Section D, change in usage of the building without the prior written approval of Tremco, repairs, alterations, penetrations of or attachments to the TRS without the prior written approval of Tremco, building settlement, deterioration, cracking or failure of the roof deck, coping and parapet walls, infiltration or condensation of moisture in, through or around walls, copings, underlying structure, hardware or equipment, or failure of the Owner to comply with its obligations described in this warranty.

F. OTHER TERMS

THIS WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, OBLIGATIONS OR AGREEMENTS, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ANY RIGHTS OR REMEDIES AGAINST ANY PERSON OR ENTITY UNDER THE UNIFORM COMMERCIAL CODE OR OTHERWISE WITH RESPECT TO THE SALE OF GOODS AND/OR SERVICES. THE REMEDIES AND OBLIGATIONS STATED IN THIS WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES OF AND OBLIGATIONS TO THE OWNER FOR ANY AND ALL MATTERS ARISING WITH RESPECT TO OR IN ANY WAY CONNECTED WITH THE TRS, OR ITS COMPONENT PRODUCTS, OR ANY GOODS OR SERVICES RELATED THERETO, REGARDLESS OF THE SOURCE OR PROVIDER OF SUCH GOODS OR SERVICES. THE OWNER SHALL PROVIDE WAIVERS OF SUBROGATION UPON REQUEST. NO REPRESENTATIVE OF TREMCO INCORPORATED, OR ANY EMPLOYEE, AGENT OR AFFILIATED COMPANY ("AFFILIATE") HAS AUTHORITY TO VARY OR ALTER THESE TERMS. IN NO EVENT SHALL TREMCO INCORPORATED OR ANY AFFILIATE BE LIABLE FOR ANY DAMAGE TO THE BUILDING ITSELF (OTHER THAN THE TRS), THE CONTENTS OF THE BUILDING, OR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE TOTAL LIABILITY OF TREMCO INCORPORATED, AND ANY AFFILIATE OVER THE LIFE OF THE WARRANTY, SHALL BE PRO-RATED ON A STRAIGHT LINE BASIS, AND TREMCO'S LIABILITY SHALL NOT EXCEED SUCH PRO-RATED AMOUNT. NEITHER TREMCO INCORPORATED OR ANY AFFILIATE SHALL 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 WARRANTY.

The Owner agrees that this warranty, and the services and remedies set forth herein, are exclusive, and there are no other warranties between the Owner and Tremco or any affiliate. Any unresolved issues under this warranty shall be submitted to the exclusive jurisdiction of the courts of Cuyahoga County, Ohio, and governed by Ohio law.

TREMCO INCORPORATED
ROOFING & BUILDING MAINTENANCE DIVISION

By: Julia Glabinski

Title: Warranty Administrator

Date: April 6, 2010

