



**To: All Vendors Bidding on The College of New Jersey  
Interior Renovations at the Recreation Center Project**

**From: The College of New Jersey**

**Date: November 28, 2018**

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**ADDENDUM NO. 1**

**ISSUE DATE: November 28, 2018**

**REFERENCE:** The College of New Jersey  
Interior Renovations at the Recreation Center Project  
Bid No. AB190016

Date of Original Bidding Documents: November 8, 2018

**INTENT:** This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents and Prior Addenda if any, as identified above. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

**CONTRACTOR'S QUESTIONS**

Question 1: Who has the existing roof warranty?

**Answer: Existing roof warranty is attached.**

Question 2: Signage is listed in the specifications table of contents, although there is no spec section for it and it is not on the plans. Please clarify.

**Answer: In the Project Manual, Section 00 01 10 Table of Contents, Division 10 – Specialties shall be deleted.**

Question 3: Are there access controls on this project?

**Answer: Access controls shall be provided by the College's Representative. Refer to E-201 for power/data requirements.**

Question 4A: D2.01 note #3 notes for the contractor to relocate utilities as required for new construction. In fairness to all bidders, can this work be address under an allowance as there is not enough time in the bidding process to measure and determine what utilities will be in conflict with the new work.



**Answer: The extent of the work to relocate any previously concealed existing utilities/ductwork/piping above the former racquetball ceiling can be addressed under an allowance of \$5,000.**

Question 4B: All desks, file cabinets, and office furniture is to be removed, stored, and brought back. Will they be emptied by TCNJ personnel?

**Answer: Any furniture items to remain shall be salvaged and turned over to the College for storage. GC to coordinate with College for reinstallation.**

Question 5: Please clarify if the new partition walls extend to the roof deck. The partition detail shows the partitions extending to the deck. The building sections show the partition walls terminating above the new finished ceiling.

**Answer: Refer to wall tags on floor plans and corresponding partition details on A6.01 for designation of partition heights.**

Question 6: Please advise if 3<sup>rd</sup> party steel testing will be required. If it is required is the contractor or TCNJ paying for the services?

**Answer: Third party (ie special inspections) for the steel is required. Refer to the notes on Sheet S2.01 for information. GC shall provide this service and include it in their bid.**

Question 7: M301/15 shows the roof curb stanchion welded directly to the roof deck. Please confirm this is the detail you are looking for.

**Answer: Detail #15 does not show the stanchion welded to the roof deck directly. The roof deck is cut so the stanchion goes through the roof deck and gets welded to the steel or building structure. Wood blocking fastened to the deck is not acceptable.**

Question 8: Please advise on the type of roof system and if it is under warranty.

**Answer: Existing roof warranty is attached.**

Question 9: Who is the current Fire Alarm Vendor that Maintains and / or Inspects the campus Fire Alarm System?

**Answer: Honeywell. See Question 18.**

Question 10: Sheet M-102 indicates new 1-1/2" CHWS&R and 1-1/2" HWS&R lines connection to existing 4" CHWS&R and 4" HWS&R lines. Can these lines be shut down for tie-in or is a hot tap required?

**Answer: The contractor shall coordinate shutdown of utilities for tie-in with TCNJ.**

Question 11: Sheet P-101 indicates to connect new CW, HW and HWR to existing line in Mechanical Room A. There are no details, sizing, etc. of the existing mains. Can the existing mains be shut down for tie-in?

**Answer: The contractor shall coordinate shutdown of utilities for tie-in with TCNJ.**



Question 12: Drawing D1.01 indicates to remove carpet. There appears to be wood flooring in the racket ball court, is this to be removed as well?

**Answer: Refer to Drawing Note 11 & 12 on D1.01. In areas carpet removal, carpet to be removed down to substrate and patched flush with existing floor slab.**

Question 13: Drawing A4.01 note #3 indicates new carpet in the athletic conference room. However, drawing D1.01 does not indicate removal of carpet in that area. Please clarify.

**Answer: The existing space that will be renovated into the new Athletic Conference room does not have existing carpet.**

Question 14: Is there a 1yr or 2yr warranty on this project? The plans reference a 2yr warranty on the cover page.

**Answer: Refer to Article 14 of the General Conditions of the Contract for Construction in the Project Manual.**

Question 15: 1&2/S3.01 show an area around the new footings larger than the 3'x3' footing. Please confirm the saw cut opening will only be required to be open large enough to install the new footings.

**Answer: Confirmed, slab on grade to be cut as required to construct new footings.**

Question 16: There is a signage spec but no signage shown on the plans. Please clarify the quantity.

**Answer: In the Project Manual, Section 00 01 10 Table of Contents, Division 10 – Specialties shall be deleted.**

Question 17: Please confirm the thickness of the new 2<sup>nd</sup> floor slab.

**Answer: As indicated in Note 1 of A/S2.01 total slab thickness is 4 ½". 2" metal deck plus 2 ½" concrete.**

Question 18: Please provide contact name, number and or email for Honeywell representative for TCNJ.

**Answer: louis.speziale@honeywell.com or Brad.Strauss@honeywell.com**

Question 19: The owner provided furniture that is to be installed by the Contractor, are shop drawings available to better estimate the difficulty of installation?

**Answer: The Owner shall provide and install furniture.**

Question 20: Does the bid bond have a "not to exceed amount," I see 10% of the contract but there is no mention of a maximum amount please clarify (ie not to exceed \$20,000)?

**Answer: The bid bond is 10% of the total amount of the bid.**

Question 21: Has an onsite storage location/ staging area been identified, where and how big is the area?

**Answer: An onsite storage location has been designated by the College. Coordinate with College's representative.**



Question 22: Is material storage permitted inside the building or is an onsite trailer required for new and salvaged material?

**Answer: Onsite trailer may be utilized in location as designated by College.**

Question 23: What is the best route to get steel beams into the building for the proposed work without disturbing existing structures?

**Answer: There is an existing overhead door that may be utilized for access into the building. GC shall coordinate with College representative.**

Question 24: Is this job open shop prevailing wage or union?

**Answer: This is a prevailing wage project (Mercer County rates).**

Question 25: Is the CMU block wall proposed to be demolished a load bearing wall?

**Answer: The wall construction to be removed on the first floor between Rooms E & F is not a load bearing wall.**

Question 26: As per Drawing S5.01 detail 7 and 8, and A S2.01 are shear studs only required where indicated (w14x22)? If other studs are required, please indicate typical type and locations.

**Answer: Shear studs on the beams are not required. All steel was designed as non-composite.**

Question 27: Please provide Existing Sprinkler layout with pipe Elevation for first floor and mezzanine floor

**Answer: The requested documents cannot be provided. Refer to Question 4A for more information.**

Question 28: We request a site visit with subcontractors.

**Answer: The milestone schedule is published in the RFP. The site visit was November 14, 10am.**

Question 29: Please provide Existing Ductwork and Piping Elevation for first floor and mezzanine floor.

**Answer: The requested documents cannot be provided. Refer to Question 4A for more information.**

Question 30: If you have any as built drawings, please provide for reference.

**Answer: As-builts will be made available after contract award.**

Question 31: Please provide manufacturer make and part number of the exit signs shown on Drawing E-101.

**Answer: Lithonia Lighting LQM Series LQM S W 3 R 120/277**



Question 32: What does the square symbol with a "P" in the center stand for on Drawing E101? Is it new or existing?

**Answer: The symbol on the Mezzanine Lighting Part Plan is an existing fire pull to remain.**

Attachments: Red Shield Roofing System Limited Warranty

END OF ADDENDUM NO. 1

# P PATRIOT ROOFING, INC.

R 3 Compass Lane, Eastampton, NJ 08060  
(609) 261-3700 Fax (609) 261-3788

## CONTRACTORS ROOF GUARANTEE

Whereas Patriot Roofing, Inc. herein called "Roofing Contractor" has completed application of the following roof:

Owner: The College of New Jersey  
Address: Pennington Road, Ewing, NJ 08628  
Name of Project: Water Filtration Remediation @ Rec Hall  
Location: Pennington Road, Ewing, NJ 08628  
Area of Roof: 29,500 Square Feet Metal Roofing  
Date of Completion: May 6, 2011  
Date Guarantee Expires: May 6, 2016

Whereas, at the inception of such work, the Roofing Contractor agreed to guarantee the aforesaid roof for a limited period and subject to the conditions herein set forth, that during a period of **five (5) years** from the date of completion of said roof, it will, at its own cost and expense, make or cause to be made such repairs to said roof resulting solely from faults or defects in materials or workmanship applied by or through roofing contractor as may be necessary to maintain said roof in watertight condition.

Now therefore, this guarantee is made subject to the following conditions:

1. Specifically excluded from this guarantee is any and all damage to said roof, the building or contents caused by the acts or omissions of other trades or contractors; lightning, windstorm, hailstorm, flood, earthquake or other unusual phenomena of the elements; foundation settlement; failure or cracking of the roof deck; defects or failure of material used as a roof base over which the roof is applied; faulty construction of copings, chimneys, skylights, vents, supports, or other parts of the building; vapor condensation beneath the roof; penetrations for the pitch boxes; water leakage due to erosion and porosity of mortar and brick; dry rot; stoppage of roof drains and gutters; inadequate drainage, slope or other conditions beyond the control of the Roofing Contractor which caused ponding or standing of water; termites or other insects; rodents or other animals; or fire. The roof thereupon will become null and void for the balance of the guarantee period unless such damages are repaired by this contractor at the expense of the party requesting such repairs.
2. The Roofing Contractor is not liable for consequential damages to the building or contents resulting from any defects in said roof, including but without limitation, any interruptions of business experienced by Owner or occupants of the building.
3. This guarantee shall become null and void unless the Roofing Contractor is promptly notified of any alleged defect in materials or workmanship and provided an opportunity to inspect and, if required by the terms of this Guarantee, to repair the roof.

P PATRIOT ROOFING, INC.

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(609) 261-3700 Fax (609) 261-3788

4. No work shall be done on said roof, including, but without limitation, work in connection with flues, vents, drains, sign braces, railings, platforms or other equipment fastened to or set on the roof, and no repairs or alterations shall be made to said roof, unless Roofing Contractor shall first be notified through Owners Representatives, and shall be given the opportunity to make the necessary roofing application recommendations with respect thereto, and such recommendations are complied with. The Roofing Contractor shall be paid for time and materials expended in making recommendations or repairs occasioned by the work of others on said roof.
5. This guarantee shall become null and void if the roof is used as a promenade, staging or work deck, or is sprayed, flooded, unless such use was originally specified and the specifications is noted in Paragraph 9 below.
6. This guarantee shall not be or become effective unless and until Roofing Contractor has been paid in full for said roof in accordance with the agreement pursuant to which roof was applied.
7. This guarantee is transferable within the **five-year** guarantee period, with the prior written consent of Patriot Roofing Contractor.
8. This guarantee is in lieu of all other guarantees or warranties, express or implied. ALL IMPLIED GUARANTEES AND WARRANTIES, AND SPECIFICALLY THE IMPLIED WARRANTIES OF THE MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED.
9. Additional conditions or exclusions: None

IN WITNESS WHEREOF, this instrument has been duly executed this \_\_\_\_ day of  
                    , 2011.

By:   
John E. Reilly, President

RED SHIELD



WARRANTY

## RED SHIELD ROOFING SYSTEM LIMITED WARRANTY

Warranty No: R0041177

FBPCO # AD2298

Square Footage: 16300 s.f.

Building Owner: THE COLLEGE OF NEW JERSEY STUDENT RECREA

Building Identification: THE COLLEGE OF NEW JERSEY STUDENT RECREATION CENTER

Building Address: ROUTE 31, EWING, NJ, 08618

Warranty Period Of: TWENTY (20) Years, Beginning On: 04/15/11

Roofing Contractor: PATRIOT ROOFING, INC. (05237)

For the warranty period indicated above, Firestone Building Products Company, LLC ("Firestone"), an Indiana limited liability company, warrants to the Building Owner ("Owner") named above that Firestone will, subject to the Terms, Conditions and Limitations set forth below, repair any leak in the Firestone Roofing System ("System").

## TERMS, CONDITIONS AND LIMITATIONS

- Products Covered.** The System shall mean only the Firestone brand roofing membranes, Firestone brand roofing insulations, Firestone brand roofing metal, and other Firestone brand roofing accessories when installed in accordance with Firestone technical specifications by a Firestone-licensed applicator.
  - Notice.** In the event any leak should occur in the System, the Owner must give notice in writing or by telephone to Firestone within thirty (30) days of any occurrence of a leak. Written notice may be sent to Firestone at the street address or fax number shown on the reverse side of this Limited Warranty. Evidence of this notice shall be the receipt by Owner of a Firestone Leak Notification Acknowledgement. By so notifying Firestone, the Owner authorizes Firestone or its designee to investigate the cause of the leak.
  - Investigation.** If upon investigation, Firestone determines that the leak is not excluded under the Terms, Conditions and Limitations set forth in this Red Shield Roofing System Limited Warranty (the "Limited Warranty"), the Owner's sole and exclusive remedy and Firestone's total liability shall be limited to the repair of the leak. Should the investigation reveal that the leak is excluded under the Terms, Conditions and Limitations, the Owner shall be responsible for payment of the investigation costs. Failure by Owner to pay for these costs shall render this Limited Warranty null and void. Firestone will advise the Owner of the type and/or extent of repairs required to be made at the Owner's expense that will permit this Limited Warranty to remain in effect for the unexpired portion of its term. Failure by the Owner to properly make these repairs in a reasonable manner using a Firestone-licensed applicator and within 60 days shall render this Limited Warranty null and void.
  - Disputes.** Any dispute, controversy or claim between the Owner and Firestone concerning this Limited Warranty shall be settled by mediation. In the event that the Owner and Firestone do not resolve the dispute, controversy or claim in mediation, the Owner and Firestone agree that neither party will commence or prosecute any suit, proceeding, or claim other than in the courts of Hamilton County in the state of Indiana or the United States District Court, Southern District of Indiana, Indianapolis Division. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts.
  - Payment Required.** Firestone shall have no obligation under this Limited Warranty unless and until Firestone and the licensed applicator have been paid in full for all materials, supplies, services, approved written change orders, warranty costs and other costs which are included in, or incidental to, the System. In the event that repairs not covered by this Limited Warranty are necessary in the future, Firestone reserves the right to suspend this Limited Warranty until such repairs have been completed and the licensed applicator and/or Firestone has been paid in full for such repairs.
- Exclusions.** Firestone shall have no obligation under this Limited Warranty, or any other liability, now or in the future if a leak or damage is caused by:
- (a) Natural forces, disasters, or acts of God including, but not limited to, fires, hurricanes, tornadoes, hail, wind-blown debris, lightning, earthquakes, volcanic activity, atomic radiation, insects or animals;
  - (b) Winds of peak gust speed at or in excess of 90 MPH calculated at ten (10) meters above ground using available meteorological data;
  - (c) Act(s), conduct or omission(s) by any person, or act(s) of war, terrorism or vandalism, which damage the System or which impair the System's ability to resist leaks;
  - (d) Failure by the Owner to use reasonable care in maintaining the System, said maintenance to include, but not be limited to, those items listed on the reverse side of this Limited Warranty entitled "Building Envelope Care and Maintenance Guide";
  - (e) Deterioration or failure of building components, including, but not limited to, the roof substrate, walls, mortar, HVAC units, skylights etc.;
  - (f) Construction generated moisture, condensation or infiltration of moisture in, from, through, or around the walls, copings, rooftop hardware or equipment, skylights, building structure or underlying or surrounding materials;
  - (g) Acid, oil, harmful chemicals, or the reaction between them;
  - (h) Alterations or repairs to the System that are not completed in accordance with Firestone's published specifications, not completed by an approved contractor, and/or not completed with proper notice to Firestone;
  - (i) The design of the roofing system: Firestone does not undertake any analysis of the architecture or engineering required to evaluate what type of System is appropriate for a building and makes no warranty express or implied as to the suitability of its Products for any particular structure; such a determination is the responsibility of the architect, engineer or design professional;
  - (j) Improper selection of materials for the roof assembly or the failure to accurately calculate wind uplift and/or roof loads;
  - (k) Deterioration to metal roofing materials and accessories caused by marine salt water, atmosphere, or by regular spray of either salt or fresh water; or,
  - (l) Change in building use or purpose.
- Transfer.** This Limited Warranty shall be transferable subject to Owner's payment of the current transfer fee set by Firestone.
  - Term.** The term of this Limited Warranty shall be for the period set forth above and such term shall not be extended under any circumstances.
  - Roof Access.** During the term of this Limited Warranty, Firestone's designated representative or employees shall have free access to the roof during regular business hours. In the event that roof access is limited due to security or other restrictions, Owner shall reimburse Firestone for all reasonable cost incurred during inspection and/or repair of the System that are due to delays associated with said restrictions. Owner shall be responsible for the damage caused by, removal and replacement of any overburdens, superstrata or overlays, either permanent or temporary, excluding accepted stone ballast or pavers, as necessary to expose the system for inspection and/or repair.
  - Waiver.** Firestone's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty.
  - Governing Law.** This Limited Warranty shall be governed by and construed in accordance with the laws of the State of Indiana without regard to that State's rules on conflict of laws.
  - Severability.** If any portion of this Limited Warranty is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.

FIRESTONE DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION THAT WERE NOT FURNISHED BY FIRESTONE. FIRESTONE SPECIFICALLY DISCLAIMS LIABILITY UNDER ANY THEORY OF LAW ARISING OUT OF THE INSTALLATION OF, PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY FIRESTONE.

THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND FIRESTONE HEREBY DISCLAIMS ALL SUCH WARRANTIES. THIS LIMITED WARRANTY SHALL BE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST FIRESTONE, AND FIRESTONE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGES TO THE BUILDING OR ITS CONTENTS OR THE ROOF DECK. THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF FIRESTONE. NO OTHER PERSON HAS ANY AUTHORITY TO BIND FIRESTONE WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

FIRESTONE BUILDING PRODUCTS COMPANY, LLC

By: Phil LaDuke

Authorized

Signature:

Title:

Director, Quality Assurance

Firestone

## **BUILDING ENVELOPE CARE AND MAINTENANCE GUIDE (For Red Shield Warranted Roofing Systems)**

**Congratulations** on your purchase of a Firestone Roofing System! Your roof is a valuable asset that should be properly maintained. **All roofs and roofing systems require periodic inspection and maintenance to perform as designed and to keep your Limited Warranty in full force and effect.**

1. The roof should be inspected at least twice yearly and after any severe storms. A record of all inspection and maintenance activities should be maintained, including a listing of the date and time of each activity as well as the identification of the parties performing the activity.
2. Proper maintenance and good roofing practice require that ponded water (defined as water standing on the roof forty-eight hours after it stops raining) not be allowed on the roof. Roofs should have slope to drain, and all drain areas must remain clean. Bag and remove all debris from the roof since such debris can be quickly swept into drains by rain. This will allow for proper water run-off and avoid overloading the roof.
3. The Firestone Roofing System should not be exposed to acids, solvents, greases, oil, fats, chemicals and the like. If the Firestone Roofing System is in contact with any such materials, these contaminants should be removed immediately and any damaged areas should be inspected by a Firestone Licensed Applicator and repaired if necessary.
4. The Firestone Roofing System is designed to be a waterproofing membrane and not a traffic surface. Roof traffic other than periodic traffic to maintain rooftop equipment and conduct periodic inspections should be prohibited. In any areas where periodic roof traffic may be required to service rooftop equipment or to facilitate inspection of the roof, protective walkways should be installed by a Firestone Licensed Applicator as needed to protect the roof surface from damage.
5. Some Firestone roofing membranes require maintenance of the surface of the membrane:
  - a. **Smooth-surfaced Firestone APP membranes** should be coated with an approved liquid coating, such as Firestone Aluminum Roof Coating or Firestone AcryliTop applied in accordance with Firestone specifications, in order to maximize the service life of the membrane. If this coating is not applied as part of the initial roofing installation, it should be applied within the first five years after the roof is installed to help protect the membrane from surface crazing and cracking. In addition, this coating should be maintained as needed to re-coat any areas that have blistered, peeled or worn through.
  - b. **Granule-surfaced Firestone APP and SBS membranes** do not normally require surface maintenance other than periodic inspection for contaminants, cuts or punctures. If areas of granular loss are discovered during inspection, these areas should be coated with Firestone AcryliTop or other Firestone-approved coating applied in accordance with Firestone specifications.
  - c. **Gravel-surfaced Firestone BUR membranes** do not normally require surface maintenance other than periodic inspection for contaminants or damage. If areas of gravel loss are discovered during inspection, gravel must be reinstalled into hot asphalt to protect the surface of the membrane. Coatings on smooth surface BUR membranes must be maintained as needed to re-coat any areas that have blistered, peeled or worn through.
  - d. **Firestone EPDM and TPO roofing membranes** do not normally require surface maintenance other than periodic inspection for contaminants, cuts or punctures. Occasionally, approved liquid roof coatings, such as Firestone AcryliTop, are applied to the surface of EPDM membranes in order to provide a lighter surface color. Such coatings do not need to be maintained to assure the performance of the underlying EPDM roof membrane, but some maintenance and re-coating may be necessary in order to maintain a uniform surface appearance.
  - e. **Firestone Una-Clad metal roofing panels and trim** do not normally require surface maintenance other than periodic inspection for contaminants or damage. In addition, periodic cleaning of the surface may be required to remove dirt and maintain the aesthetic appearance of the coated metal. Simple washing with plain water using hoses or pressure spray equipment is usually adequate. If cleaning with agents other than water is contemplated, several precautions should be observed: (1) do not use wire brushes, abrasives, or similar cleaning tools which will mechanically abrade the coating surface, and (2) cleaning agents should be tested in an inconspicuous area before use on a large scale.
6. All metal work, including counter-flashings, drains, skylights, equipment curbs and supports, and other Firestone brand rooftop accessories must be properly maintained at all times. Particular attention should be paid to sealants at joints in metal work and flashings. If cracking or shrinkage is observed, the joint sealant should be removed and replaced with new sealant.
7. Any alterations to the roof, including but not limited to roof curbs, pipe penetrations, roof-mounted accessories, and tie-ins to building additions must be performed by a licensed Firestone Licensed Applicator and reported to Firestone. Additional information and reporting forms for roof alterations are available at [www.firestonebpco.com](http://www.firestonebpco.com).
8. Should you experience a leak:
  - (a) Check for the obvious: clogged roof drains, loose counterflashings, broken skylights, open grills or vents, broken water pipes.
  - (b) Note conditions resulting in leakage. Heavy or light rain, wind direction, temperature and time of day that the leak occurs are all-important clues to tracing roof leaks. Note whether the leak stops shortly after each rain or continues to drip until the roof is dry. If you are prepared with the facts, the diagnosis and repair of the leak can proceed more rapidly.
  - (c) Contact Firestone Warranty Claims at 1-800-830-5612 as soon as possible... but please don't call until you are reasonably sure that the Firestone Roofing System is the cause of the leak.

Firestone feels that the preceding requirements will assist you, the building owner, in maintaining a watertight roof for many years. Your roof is an investment, and maintenance is essential to maximize your return on this important investment.

**Firestone**  
**BUILDING PRODUCTS**  
**NOBODY COVERS YOU BETTER™**  
250 West 96th Street – Indianapolis, IN 46260  
1-800-428-4442 \* 1-317-575-7000 \* FAX 1-317-575-7100  
[www.firestonebp.com](http://www.firestonebp.com)

# P PATRIOT ROOFING, INC.

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3 Compass Lane, Eastampton, NJ 08060  
(609) 261-3700 Fax (609) 261-3788

## CONTRACTORS ROOF GUARANTEE

Whereas Patriot Roofing, Inc. herein called "Roofing Contractor" has completed application of the following roof:

Owner: The College of New Jersey  
Address: Pennington Road, Ewing, NJ 08628  
Name of Project: Water Filtration Remediation @ Rec Hall  
Location: Pennington Road, Ewing, NJ 08628  
Area of Roof: 16,300 SF Thermoplastic Membrane Roofing  
Date of Completion: April 29, 2011  
Date Guarantee Expires: April 29, 2013

Whereas, at the inception of such work, the Roofing Contractor agreed to guarantee the aforesaid roof for a limited period and subject to the conditions herein set forth, that during a period of **two (2) years** from the date of completion of said roof, it will, at its own cost and expense, make or cause to be made such repairs to said roof resulting solely from faults or defects in materials or workmanship applied by or through roofing contractor as may be necessary to maintain said roof in watertight condition.

Now therefore, this guarantee is made subject to the following conditions:

1. Specifically excluded from this guarantee is any and all damage to said roof, the building or contents caused by the acts or omissions of other trades or contractors; lightning, windstorm, hailstorm, flood, earthquake or other unusual phenomena of the elements; foundation settlement; failure or cracking of the roof deck; defects or failure of material used as a roof base over which the roof is applied; faulty construction of copings, chimneys, skylights, vents, supports, or other parts of the building; vapor condensation beneath the roof; penetrations for the pitch boxes; water leakage due to erosion and porosity of mortar and brick; dry rot; stoppage of roof drains and gutters; inadequate drainage, slope or other conditions beyond the control of the Roofing Contractor which caused ponding or standing of water; termites or other insects; rodents or other animals; or fire. The roof thereupon will become null and void for the balance of the guarantee period unless such damages are repaired by this contractor at the expense of the party requesting such repairs.
2. The Roofing Contractor is not liable for consequential damages to the building or contents resulting from any defects in said roof, including but without limitation, any interruptions of business experienced by Owner or occupants of the building.
3. This guarantee shall become null and void unless the Roofing Contractor is promptly notified of any alleged defect in materials or workmanship and provided an opportunity to inspect and, if required by the terms of this Guarantee, to repair the roof.

P PATRIOT ROOFING, INC.

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3 Compass Lane, Eastampton, NJ 08060  
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4. No work shall be done on said roof, including, but without limitation, work in connection with flues, vents, drains, sign braces, railings, platforms or other equipment fastened to or set on the roof, and no repairs or alterations shall be made to said roof, unless Roofing Contractor shall first be notified through Owners Representatives, and shall be given the opportunity to make the necessary roofing application recommendations with respect thereto, and such recommendations are complied with. The Roofing Contractor shall be paid for time and materials expended in making recommendations or repairs occasioned by the work of others on said roof.
5. This guarantee shall become null and void if the roof is used as a promenade, staging or work deck, or is sprayed, flooded, unless such use was originally specified and the specifications is noted in Paragraph 9 below.
6. This guarantee shall not be or become effective unless and until Roofing Contractor has been paid in full for said roof in accordance with the agreement pursuant to which roof was applied.
7. This guarantee is transferable within the **two-year** guarantee period, with the prior written consent of Patriot Roofing Contractor.
8. This guarantee is in lieu of all other guarantees or warranties, express or implied. ALL IMPLIED GUARANTEES AND WARRANTIES, AND SPECIFICALLY THE IMPLIED WARRANTIES OF THE MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED.
9. Additional conditions or exclusions: None

IN WITNESS WHEREOF, this instrument has been duly executed this 28<sup>th</sup> day of June, 2011.

By: \_\_\_\_\_

John E. Reilly, President

# Merchant & Evans, Inc.

## ZIP-RIB®

June 28, 2011

Patriot Roofing, Inc.  
3 Compass Lane  
Eastampton, NJ 08060

COLLEGE OF NEW JERSEY REC CENTER  
Ewing, NJ

Dear Mr. Frake


We do hereby execute the attached Limited Roofing System Warranty for the **ZIP RIB SYSTEM** on the above referenced project only:

Twenty (20) Year Finish

Thirty (30) Year Weathertight

The performance guaranty shall be subject to the terms and conditions set forth in the warranty. Note that duplicate originals are issued. ***In order for this warranty to be valid, a fully executed warranty, signed by all parties, must be returned to Merchant & Evans, Inc.***

Sincerely,



Anthony Thompson  
Engineering Manager

TT:cae

cc: Richard Ferguson  
Warranty file: LW2011-043  
Job no. 2010-129

308 Connecticut Drive  
P.O. Box 1680  
Burlington, New Jersey 08016



Phone 800-257-6215  
Phone 609-387-3033  
FAX 609-387-4838  
<http://www.ziprib.com>

# Merchant & Evans, Inc.

LW2011-043

## LIMITED ROOFING WARRANTY

**PROJECT:** College of NJ Student Rec Center **OWNER:** The College of New Jersey

This Limited Warranty is issued by Merchant & Evans, Inc., 308 Connecticut Drive, Burlington, New Jersey 08016, herein after referred to as "The Company" and "The Installing Contractor" designated herein and runs to The Building Owner, herein after referred to as "The Customer". The Terms and Conditions of this Limited Warranty shall constitute the entire agreement and understanding between The Company, The Installing Contractor and The Customer with respect to the Warranted Roofing System on the Project specified above, only.

### I. PERFORMANCE STANDARDS:

The Company solely warrants that the Warranted Roofing System as herein defined will, under normal atmospheric conditions and ordinary wear and tear by the elements as herein defined, perform as follows:

The Warranted Finish will not blister, peel, chip, check or crack, lose adhesion, chalk in excess of eight or fade in excess of five for a period of **TWENTY (20)** years. Cracks or checks are defined as breaks in the coating as distinguished from microchecking at the radii, which shall be considered normal and acceptable. Failure due to mechanical damage of the coating after manufacturing is outside this Warranty. Additionally, the panel system will not fail to remain weather-tight for a period of **THIRTY (30)** years.

The Installing Contractor solely Warrants for the designated periods stated above, that the Warranted Roofing System as herein defined will be installed in a workmanlike manner and in accord with The Company's published installation guidelines and/or specific instructions for the project.

### II. FAILURE TO COMPLY:

If the Warranted Finish and/or Warranted Roofing System fails to perform in accordance with the PERFORMANCE STANDARDS noted above, The Company's and the Installing Contractor's liability under this Warranty will be limited to refinishing or replacing or repairing that portion of panels having a defective Warranted Finish and/or defective Warranted Roofing System. Refinishing and/or repairing shall be performed using standard field practices and materials (not necessarily the Warranted Finish) selected by The Company and/or The Installing Contractor. Refinishing and/or replacing and/or repairing shall be done only on areas deemed non-performing and not necessarily on performing areas.

The Company and/or The Installing Contractor will, in all instances, at its own discretion, determine whether refinishing and/or replacing and/or repairing is required in order to fulfill the original performance guarantee without extension of the duration thereof. Claims or defects must be made by the Customer in writing to The Company and The Installing Contractor within thirty (30) days after initial discovery of the defect. Notwithstanding anything to the contrary stated in this Warranty, Liability, corporate or otherwise, in examining, replacing, repairing, and refinishing the non-performing warranted finish or warranted roofing system shall be limited to costs not to exceed the purchase price from The Company of the original product.

### III. EXCLUSION AND MODIFICATION OF WARRANTIES:

There are no Warranties which extend beyond the description on the face hereof and except as provided herein. THIS LIMITED WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OR MERCHANTABILITY OR THAT THE GOODS ARE FIT FOR, OR CAN BE FOR A PARTICULAR PURPOSE BY THE CUSTOMER. THE COMPANY AND THE INSTALLING CONTRACTOR DISCLAIMS AND THE CUSTOMER WAIVES ALL REMEDIES NOT PROVIDED HEREIN INCLUDING ANY LIABILITY OF THE COMPANY AND THE INSTALLING CONTRACTOR IN TORT, STRICT OR OTHERWISE, FOR DAMAGES OR INJURIES TO PERSONS OR PROPERTY OR FOR LOSS OF USE, OR REVENUE OR PROFIT, WHETHER DIRECT, INCIDENTAL OR CONSEQUENTIAL INCLUDING MOLD CLAIMS, RESULTING FROM ANY DEFECT IN DESIGN, MATERIAL WORKMANSHIP OR MANUFACTURE, WHETHER OR NOT CAUSED BY NEGLIGENCE ON THE PART OF THE COMPANY AND THE INSTALLING CONTRACTOR, ORAL STATEMENTS MADE BY THE COMPANY'S AND THE INSTALLING CONTRACTOR'S REPRESENTATIVES ABOUT THE PRODUCT AND WRITTEN DESCRIPTIONS OF THE PRODUCT APPEARING ELSEWHERE THAN ON THE FACE HEREOF ARE NOT WARRANTIES AND SHALL NOT BE RELIED UPON BY THE CUSTOMER.

Purchase Orders and Contracts of the Customer, acknowledgements by The Company and The Installing Contractor, product literature, promotional material or advertising shall in no way affect, alter, or modify any of the Terms or Conditions of this Warranty. The Terms and Conditions of the Warranty shall constitute the entire agreement, understanding and responsibilities by and between The Company, The Installing Contractor and The Customer with respect to the Warranted Finish and/or Warranted Roofing System on the PROJECT specified above. None of the Terms and Conditions of the Warranty may be modified by any party unless done so in writing. If any of the Terms, Conditions, Limitations of this Warranty are violated by the Customer then the Terms, Conditions and Provisions are absolutely void and of no legal effect. If any party ceases to exist, other surviving parties are not bound to obligations of the non-surviving party.

This Warranty is subject to the Conditions and exclusions printed in Schedule A, and incorporated as a part of this Warranty.

### SCHEDULE A

#### I. DEFINITIONS:

As used in this Warranty, the following words shall be ascribed the respective meanings as herein set forth:

- A. "CUSTOMER"- The Person, Firm or Corporation to whom this Warranty runs, or, building "Owner".
- B. "NORMAL ATMOSPHERIC CONDITIONS" AND "ORDINARY WEAR AND TEAR BY THE ELEMENTS"- This term shall exclude corrosive or aggressive atmospheres, including but not limited to those atmospheric conditions set forth in Paragraph II hereof.
- C. "WARRANTED FINISH"- When applicable, these are approved colors of the exterior finish noted herein when applied to coil coated panels manufactured by The Company and installed by The Installing Contractor that are exposed to normal atmospheric conditions.
- D. "REPLACEMENT"- Replacement includes repairing or replacing non-performing products supplied by The Company and/or non-performing installation provided by The Installing Contractor but does not include the cost of other materials and labor required for removal and/or re-installation of other materials not supplied by The Company or The Installing Contractor.
- E. "WARRANTED ROOFING SYSTEM"- The standing seam metal roof system (SSMRS) manufactured by The Company and installed by The Installing Contractor.
- F. "MECHANICAL DAMAGE"- Refers to any physical damage such as scratches and abrasions to the Warranted Finish after the Warranted Roofing System is manufactured by The Company.

## II. WARRANTY LIMITATION

This Warranty shall apply only to the Warranted Finish and/or the Warranted Roofing System as herein defined which has been exposed to normal atmospheric conditions, and shall not apply where any failure of the Warranted Finish and/or the Warranted Roofing System is the result of fire, vandalism, radiation, harmful fumes, dissimilar metals, foreign substances in the atmosphere inside or outside, including corrosive aggressive atmospheres such as those contaminated with chemical fumes or salt spray, mishandling or non-compliance with The Company's published product information, falling objects, acts of God including hurricanes, tornadoes, floods, damage from wind-storm, etc., or deliberate damage from riots, civil commotions, acts of war, or mechanical or any other physical damage to the Warranted Finish and/or the Warranted Roofing System. In addition, this warranty shall not apply to any failure of, or damage to, the Warranted Finish and/or Warranted Roofing System as the result of moisture entrapment or other contamination, or to a defect in design such as ice-damming, improper drainage, failure of guttering, etc. which is detrimental to the Warranted Finish and/or Warranted Roofing System prior to or after its use by the Customer; nor to damage to the Warranted Finish and/or Warranted Roofing System as the result of edge corrosion or failure of the metal substrate from aggressive atmospheres, storage, fabrication, shipping, or processing by the installing contractor; nor to any damage to the Warranted Finish and/or Warranted Roofing System resulting from circumstances where it is subjected to continuously generated abrasive forces or continual or periodic submersion in water; nor does this warranty apply to any air dry touch up paint systems and/or non coil coated finishes.

## III. TERRITORIAL RESTRICTIONS

Subject to WARRANTY LIMITATIONS as herein above set forth, this Warranty shall extend to the Warranted Finish and Warranted Roofing System which is installed as an exterior building component anywhere in the Continental United States, but excluding the States of Hawaii and Alaska.

## IV. DISCONTINUANCE OF WARRANTIES

The Company reserves the right to discontinue issuance of Warranties. Discontinuance of future warranties will not affect the Terms and Conditions of this written Warranty since it shall remain in effect for the full WARRANTY PERIOD, unless the WARRANTY PERIOD is reduced or discontinued by mutual agreement of all parties. If the Company shall determine to liquidate, dissolve or sell its building products business, The Company may give notice to you and if no written notice of complaint is received by The Company within four (4) months after the date of such notice, this Warranty shall terminate and expire and The Company shall not have any further liability hereunder.

## V. USE OF TRADE MARKS AND ADVERTISING

The Company trade names, product names, names of the Warranted Finish and Warranted Roofing System described herein or the Terms and Conditions of the Warranty shall not be used by the Customer in any of its advertising, promotional material, technical reports, or any other published communications without the prior written permission of The Company.

## VI. ASSIGNMENT

This Warranty is extended to the Customer as the original purchaser. It is non-transferable and non-assignable. No rights against The Company or The Installing Contractor shall be created by any transfer or assignment nor shall any rights against The Company or The Installing Contractor survive any transfer or assignment.

## VII. CLAIMS

In the event of alleged failure of the Warranted Finish and/or Warranted Roofing System, written notice containing particulars sufficient to identify the Customer and PROJECT and also reasonably obtainable information with respect to the time, place and circumstances thereof shall be given by or on behalf of the Customer to The Company and The Installing Contractor WITHIN THIRTY (30) DAYS of the detection of such failure. The Company and The Installing Contractor reserves the right to examine and investigate each complaint and to jointly determine with the Customer (or any party authorized by the Customer) the exact cause of any failure. If the failure of the Warranted Finish and/or Warranted Roofing System is not the result of any act or omission on the part of The Company and/or The Installing Contractor then The Company and The Installing Contractor shall have no further obligation on the CLAIM and all examination and investigative costs such as traveling expenses, laboratory analyses, and professional services will be paid for entirely by the Customer. The Customer shall further provide any information and personnel having knowledge of, or information pertaining to, the CLAIM of an alleged failure of the Warranted Finish and/or Warranted Roofing System in question.

The Company and The Installing Contractor will not participate in any CLAIMS or pay any CLAIMS until the full contract price for all work performed and materials furnished is received by The Company and The Installing Contractor.

By: Anthony Thompson  
Anthony Thompson, Engineering Manager  
Merchant & Evans, Inc.

Date: June 28, 2011

Print Name: John E. Scully  
Installing Contractor's Firm: Patriot Roofing, Inc.  
3 Compass Lane, Eastampton, NJ 08060

Date: 7/6/11

Print Name: \_\_\_\_\_  
Owner's Representative: \_\_\_\_\_

Date: \_\_\_\_\_

*NOTE: Must be signed by all parties with one copy returned to The Company for its records.*