



**To: All Vendors Bidding on The College of New Jersey
HRSG Economizer Replacement**

**From: Lauren Manning
Finance & Business Services**

Date: March 17, 2023

ADDENDUM NO. 3

ISSUE DATE: March 17, 2023

REFERENCE: The College of New Jersey
HRSG Economizer Replacement
Bid No. AB230017

Date of Original Bidding Documents: February 22, 2023

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.

CLARIFICATION:

All roofing work and associated accessories shall be furnished and installed under the supervision of Carlisle Syntec Systems, the existing roof manufacturer's, representative and be approved by them in their own independent judgement to assure applicability of their Carlisle Golden Seal Total Roofing System Warranty for a minimum period of 20 years. Please see attached warranty information.

ATTACHMENT:

1. Roof System Warranty

END OF ADDENDUM NO. 3

STROBER-WRIGHT



ROOFING INC.

Epic Mechanical
3320 Route 66
Neptune, NJ 07753

RE: TCNJ – HRSG
2000 Pennington Road
Trenton, NJ 08628

ROOF INSTALLER'S WARRANTY

The undersigned guarantees to the Owner that the work completed on the above referenced project complies with the provisions of Codes listed in the contract and with the local enforcing authorities.

The undersigned will be responsible for faulty or defective materials, equipment and workmanship, in the above referenced work and that he will remedy any defects due thereto and pay for all damage to the work resulting wherefrom which shall appear within a period of two (2) years from the date of substantial completion of the our work.

During this period upon written notice from Owner to do so, the undersigned shall proceed with due diligence at the undersigned's expense to replace properly any defective materials, equipment or perform any labor necessary to correct any defect in the work. In case that undersigned fails, upon reasonable notice to remedy such defects, then the Owner may furnish such materials or labor as are necessary to bring the work up to the standard called for, and the undersigned agrees to reimburse the Owner fully and promptly.



Michael Strober
President

DATE OF SUBSTANTIAL COMPLETION: 10/08/2020

The Garland Company, Inc.®

Twenty (20) Year High-Performance Roof System Limited Warranty

Owner Name: <u>The College of New Jersey</u>	Contractor Name: <u>Strober-Wright Roofing, Inc.</u>
Address: <u>2000 Pennington Road</u>	Address: <u>1432 Route 179, W. Amwell Bus. Pk.</u>
City: <u>Ewing Township</u> State/Zip: <u>NJ 08618</u>	City: <u>Lambertville</u> State/Zip: <u>NJ 08530</u>
Building Name: <u>Steam Generation Plant</u>	Products: <u>Millennium Mineral</u>
Roof ID: <u>Steam Generation Plant</u>	Square Footage: <u>4,000</u>

MANUFACTURER RESPONSIBILITIES

The Garland Company, Inc. (hereinafter referred to as "Garland"), a Corporation of the State of Ohio, warrants to the above named Owner that the Garland roof system will not leak due to manufacturing defects installed by the above mentioned installation contractor. Subject to receipt of proper notice as set forth below and the terms of this Warranty, Garland will pay all authorized costs of repairs to the roofing system necessary to stop any leaks caused by defective materials that occur within twenty (20) years from the final completion date. In the event repairs to correct leaks caused by defective materials require removal and replacement of the roof system in recover applications, Owner will be responsible for costs associated with the removal and replacement of the original roof system.

APPLICABILITY OF WARRANTY

In order for this Warranty to remain in effect, all repairs, changes, alterations, modifications and/or additions to the roofing system must be authorized in advance in writing by Garland. This Warranty is transferable, subject to Garland's approval of the payment of the transfer fee and applicable maintenance required. This Warranty shall not be applicable if, in the sole judgment of Garland, any of the following shall occur:

- A. The roofing system is damaged by natural disasters including, but not limited to, fire, floods, lightning, hail, earthquakes, wind damage in excess of 90 mph, etc.
- B. The roofing system is damaged by structural movement or failure or movement of any material underlying the roofing system or base flashing.
- C. The roofing system is damaged by acts of negligence, misuse or accidents including, but not limited to, use of roof for other than waterproofing the building, vandalism, civil disobedience or acts of war.
- D. Damage to the roofing system resulting from:
 1. Infiltration or condensation of moisture in, through, or around walls, copings, building structure or underlying or surrounding areas.
 2. Ponding water, defined as standing water 48 hours after rainfall.
 3. Chemical contaminate attacks on the roofing system which have not been approved or accepted by Garland.
 4. Defects in engineering or building design or construction.
 5. Traffic or storage of materials on roof.
 6. Defects in, failure or improper application of the underlying structural material used as a base upon which the roof is applied.
- E. Failure of Owner to properly notify Garland in writing and receive written approval of:
 1. Changes in the usage of the building.
 2. Modifications or additions to the roofing system.
- F. Failure of Owner to properly maintain the roof according to the High-Performance Roof Care & Maintenance Guide.
- G. Failure of Owner to provide Garland with timely written notice of a claim pursuant to the terms of this Warranty.

LIMITATIONS/EXCLUSIONS

Garland shall not be responsible for damages that occur to real or personal property as a result of leaks, including damage to the structure itself or contents therein. Instead, Garland's sole responsibility pursuant to this Warranty is for costs associated with repairs of leaks caused by defective materials or workmanship set forth above. Garland shall not be liable for any discoloration, cosmetic deterioration or change in the visual appearance of the roofing system or Garland's top coating, or the removal or replacement of any roof top equipment or systems to perform any repairs. Furthermore, Garland shall not be responsible for any incidental or consequential damages caused by leaks in the original roof system, including, but not limited to, loss of use or profits. Garland's obligations for repair, removal or replacement remedies under this warranty shall in no event exceed the cost of the original materials of this project.

EXCEPT AS SET FORTH HEREIN, GARLAND MAKES NO OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

OWNER RESPONSIBILITIES

In the event of a leak, Owner shall provide written notice to Garland within seven (7) days of discovery of the leak and before any repairs are undertaken. The written notice shall be sent to 3800 East 91st Street, Cleveland, OH 44105. Owner, or its agent or representatives shall then provide Garland with adequate access to allow Garland to inspect the leak and roofing system. If it is determined that the roof leak is the direct result of defective materials or workmanship, Garland will perform the repairs required to correct the roof leaks at no cost to Owner. If Garland fails to have the repairs performed within 72 hours after its inspection, emergency temporary repairs performed by others will not void this Warranty, as long as those repairs are approved by Garland.

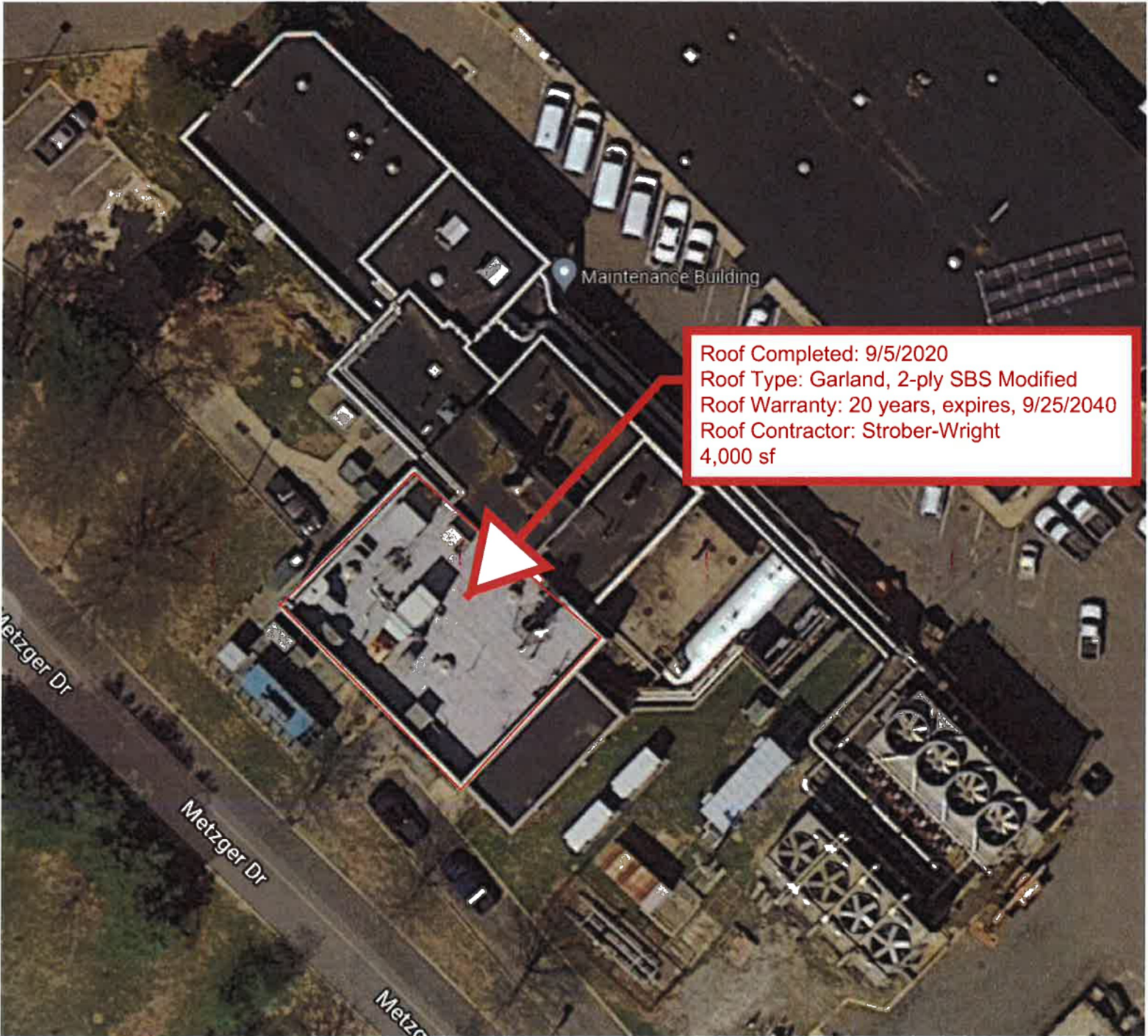
To the fullest extent allowed by law, this Warranty shall be construed under and in accordance with the laws of the State of Ohio and any actions or suits to enforce this Warranty shall be brought in the State of Ohio. This Warranty constitutes the sole and exclusive Warranty of the parties hereto and supersedes any prior understandings or written or oral agreements or warranties between the parties respecting the subject matter within. In the event that any one or more of the provisions contained in this Warranty shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Warranty shall be construed as if the invalid, illegal or unenforceable provision had never been contained therein.

WARRANTY ACCEPTANCE: Owner hereby accepts and agrees to the terms and conditions set forth in this Warranty.

By: The Garland Company, Inc.
 Signed By: Joe Orlando
 Date: 9/25/2020

Owner: The College of New Jersey
 Signed By: Joseph Como, RA, TCNJ PM
 Date: 12-20-2020





Roof Completed: 9/5/2020
Roof Type: Garland, 2-ply SBS Modified
Roof Warranty: 20 years, expires, 9/25/2040
Roof Contractor: Strober-Wright
4,000 sf

Maintenance Building

Metzger Dr

Metzger Dr

Metzger