

**COUNTY OF WESTCHESTER  
NEW YORK**

**DIVISION OF ENGINEERING**

**ADDENDUM NO. 2**

**CONTRACT NO. 19-531**

**INFRASTRUCTURE UPGRADES  
LABS AND RESEARCH  
VALHALLA CAMPUS, VALHALLA, NEW YORK**

The attention of the bidders is directed to the following changes, additions, and/or substitutions affecting the above referenced contract.

**I. RE: SPECIFICATIONS:**

**Item A: Notice to Contractors, Cover Sheet & Proposal Page Cover:**  
**Note: Change in Bid Date**

**Delete: December 1, 2021**  
**Insert: December 8, 2021**

**II. RE: REQUESTS FOR INFORMATION: 'R.F.I.'S:**

**ITEM A:** Cut-Off Date.

The last date to submit questions & RFI's will be:

Wednesday, 12 / 01 / 21, no later than 12:00 noon.

**Inquiries must be emailed to both:**

**Adam Kaplinski, RA:** 'aak5@westchestergov.com' and  
**Alexis Garcia:** 'aag6@westchestergov.com'

- Item B:** This project shall be completed within 270 days from notice to commence.
- Item C:** See attached site plan for location of staging areas & parking.
- Item D:** Allowance for concrete pathing shown on drawing A-2 shall be 50 sq. ft.
- Item E:** For existing roof information and warranty see attached roof warranty.
- Item F:** Fire Alarm vendor: Open Metro Systems.
- Item G:** BMS Controls vendor: Andover Systems (EMF)

ALL PROVISIONS OF THE CONTRACT NOT AFFECTED BY THE FOREGOING SHALL REMAIN IN FULL FORCE AND EFFECT.

COUNTY OF WESTCHESTER DEPARTMENT  
OF PUBLIC WORKS AND TRANSPORTATION  
By: Hugh J. Greechan, Jr., P.E.  
Commissioner

Dated: November 24, 2021  
WHITE PLAINS, NEW YORK

House Rd

na Rd

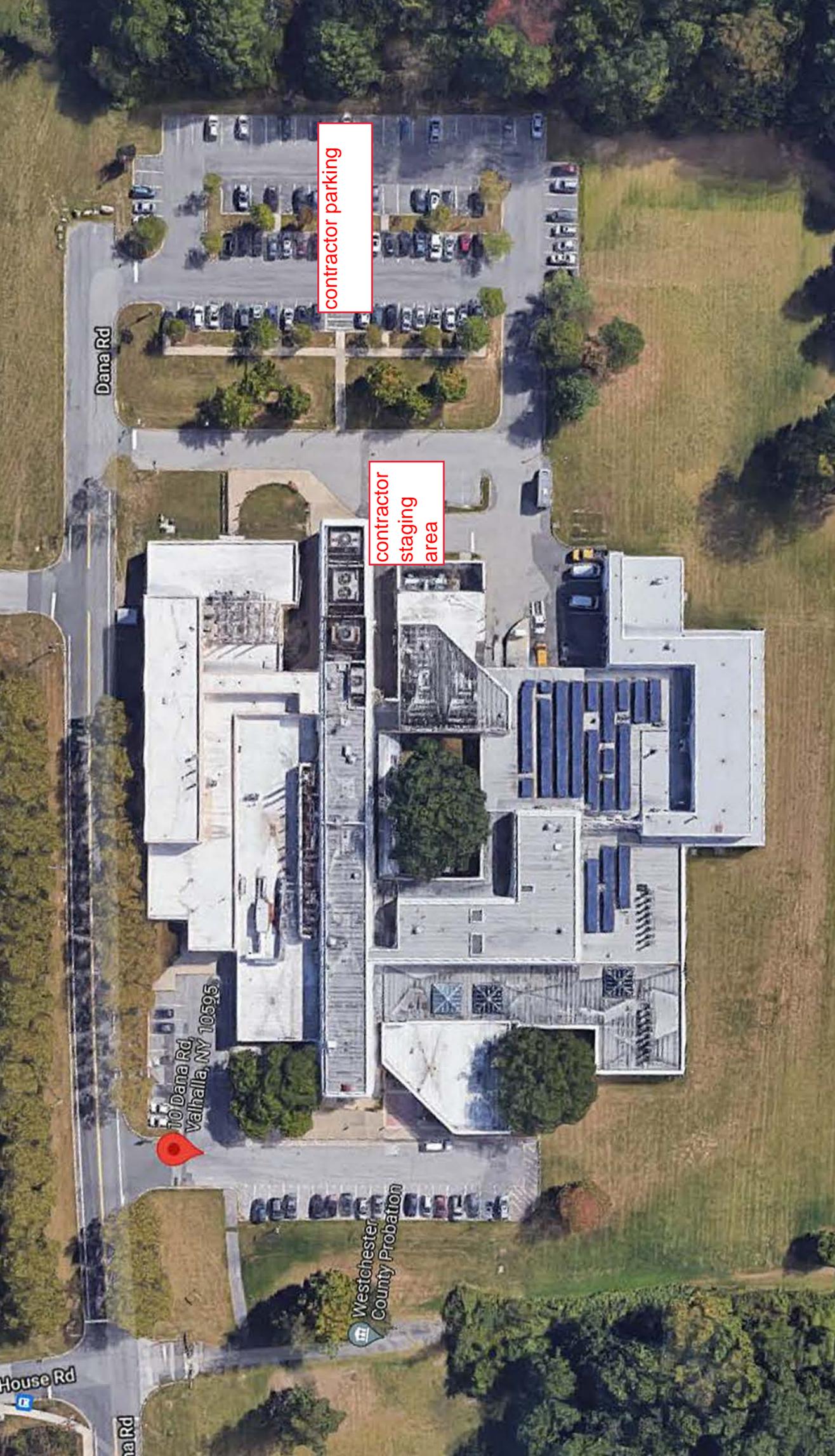
Dana Rd

55  
10 Dana Rd,  
Valhalla, NY 10595

Westchester  
County Probation

contractor parking

contractor  
staging  
area



**Building Owner**

County of Westchester  
White Plains, NY 10601

**Building Name:**

Laboratories and Research Building (Roofing Phase 1)  
Valhalla Campus,

Valhalla, NY 10595

**Approved Roofing Contractor**

Koko Contracting Inc.  
516 Route 25A

Mt. Sinai, NY 11766

**Guarantee Number:** GNM101029693

**Date of Completion:** 9/3/04

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

**Years** 25

**\$**

No Dollar Limit

**COVERAGE**

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

- Membrane Spec. and Type : 3CID-CA
- Flashing Spec. and Type : DFE-1LB,DFE-6TH,DFE-
- Insulation Type : NRG3 DuraBoard
- Accessories (Type and Quantity) :

**Total Squares :** 170  
SBS

1200 Linear Feet

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