

BIDDING ADDENDUM NO. 1

TO THE DRAWINGS AND PROJECT MANUAL
FOR THE CONSTRUCTION OF THE

**PARTIAL ROOF REPLACEMENT
MAYNARDVILLE ELEMENTARY SCHOOL**
615 MAIN STREET
MAYNARDVILLE, TENNESSEE 37807

FOR

CLIENT

ROOF DESIGN WORKS, INC.
PO BOX 12716
KNOXVILLE, TENNESSEE 37912

OCTOBER 22, 2018

ARCHITECTS WEEKS AMBROSE MCDONALD, INC.



The drawings and specifications dated October 1, 2018 are hereby amended as described in the following list of changes thereto:

A. SPECIFICATIONS

1. Revise Section 00 01 10 – Table of Contents to include new Section 01 78 39 “Installer’s Waterproofing Warranty (2-Years). This document is two pages.
2. Insert Section 01 78 39 – Installer’s Waterproofing Warranty (2-Years): This document is to be submitted by the Contractor at the end of the project and shall be used for guaranteeing the membrane waterproofing installed over the kitchen roof ductwork identified on Drawing Sheet R1.1.

B. DRAWINGS

1. Insert Detail RF-1: This detail is to be used at the steel tubing equipment supports at Roof Area “A” and Roof Area “B”. This detail applies to 6 steel tubing equipment supports.

END OF ADDENDUM #1

SECTION 01 78 39 – INSTALLER’S WATERPROOFING WARRANTY (2-YEARS)

PART 1 - GENERAL

1.1 INSTALLER'S WATERPROOFING WARRANTY

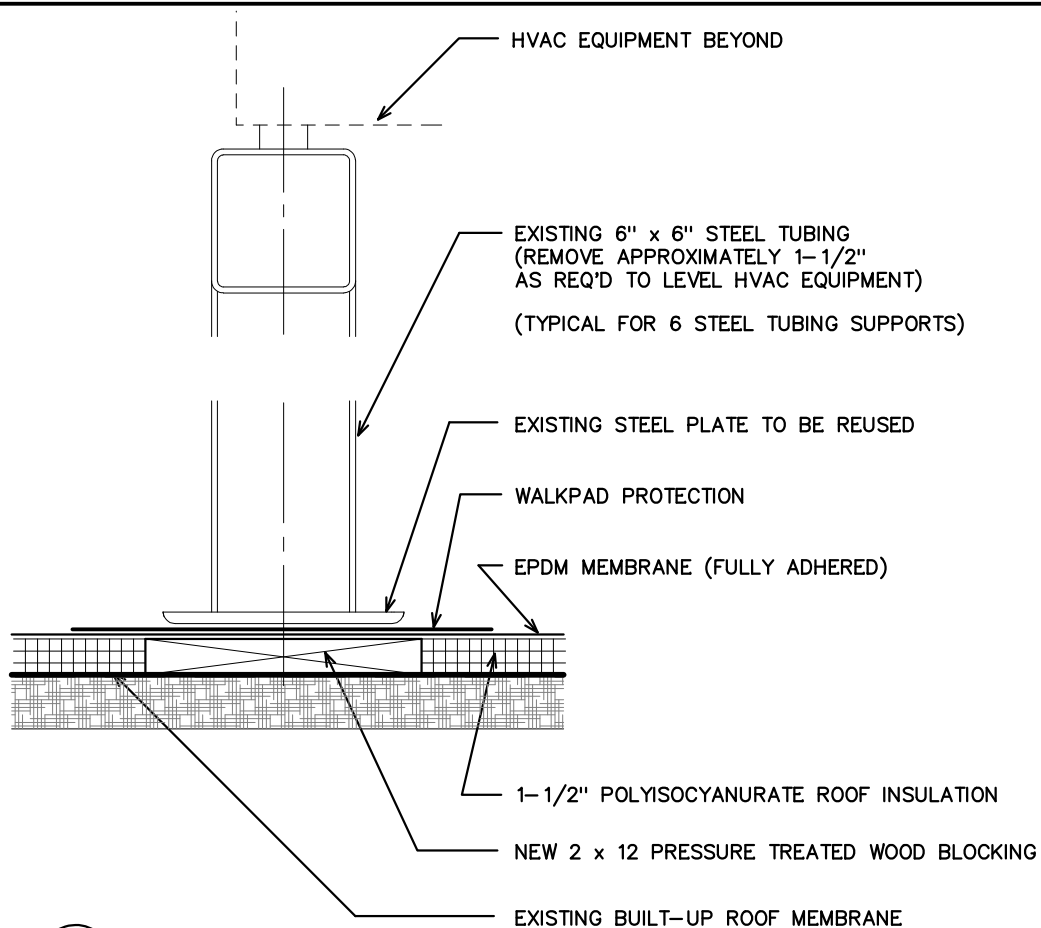
- A. WHEREAS <Insert name> of <Insert address>, herein called the "Installer," has performed membrane waterproofing and associated work ("work") on the following project:
1. Owner: Union County Public Schools
 2. Address: 3006 Maynardville Highway, Maynardville, TN 37807.
 3. Building Name/Type: Maynardville Elementary School
 4. Address: 615 Main Street, Maynardville, TN 37807.
 5. Area of Work: Kitchen Roof Ductwork (Reference Drawing R1.1 – Roof Area "A").
 6. Acceptance Date: <Insert date>.
 7. Warranty Period: Two (2) years.
 8. Expiration Date: <Insert date>.
- B. AND WHEREAS Installer has contracted (either directly with Owner or indirectly as a subcontractor) to warrant said work against leaks and faulty or defective materials and workmanship for designated Warranty Period,
- C. NOW THEREFORE Installer hereby warrants, subject to terms and conditions herein set forth, that during Warranty Period he will, at his own cost and expense, make or cause to be made such repairs to or replacements of said work as are necessary to correct faulty and defective work and as are necessary to maintain said work in a watertight condition.
- D. This Warranty is made subject to the following terms and conditions:
1. Specifically excluded from this Warranty are damages to work and other parts of the building, and to building contents, caused by:
 - a. Lightning;
 - b. Peak gust wind speed exceeding 90 mph (m/sec);
 - c. Fire;
 - d. Failure of waterproofing system substrate, including cracking, settlement, excessive deflection, deterioration, and decomposition; and
 - e. Activity that results in damage to membrane waterproofing by others, including construction contractors, maintenance personnel, other persons, and animals, whether authorized or unauthorized by Owner.
 2. When work has been damaged by any of foregoing causes, Warranty shall be null and void until such damage has been repaired by the Installer and until cost and expense thereof have been paid by Owner or by another responsible party so designated.
 3. Installer is responsible for damage to work covered by this Warranty but is not liable for consequential damages to building or building contents resulting from leaks or faults or defects of work. Installer's liability shall be limited to repair of the leak.
 4. During Warranty Period, if Owner allows alteration of work by anyone other than the Installer, including cutting, patching, and maintenance in connection with penetrations, attachment of other work, and positioning of anything on the waterproofed ducts, this Warranty shall become null and void on date of said alterations, but only to the extent said alterations affect work covered by this Warranty. If Owner engages the Installer to perform said alterations, Warranty shall not become null and void unless the Installer, before starting said work, shall have notified Owner in writing, showing reasonable cause for claim, that said alterations would likely damage or deteriorate work, thereby reasonably justifying a limitation or termination of this Warranty.
 5. During Warranty Period, if original use of waterproofed ducts are changed and they become used for, but was not originally specified for, a promenade, work deck, or other use or service more severe than originally specified, this Warranty shall become null and void on date of said change, but only to the extent said change affects work covered by this Warranty.

6. Owner shall promptly notify the Installer of observed, known, or suspected leaks, defects, or deterioration and shall afford reasonable opportunity for the Installer to inspect work and to examine evidence of such leaks, defects, or deterioration.
7. This Warranty is recognized to be the only warranty of the Installer on said work and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to Owner in cases of waterproofing failure. Specifically, this Warranty shall not operate to relieve the Installer of responsibility for performance of original work according to requirements of the Contract Documents, regardless of whether Contract was a contract directly with Owner or a subcontract with Owner's General Contractor.

E. IN WITNESS THEREOF, this instrument has been duly executed this **<Insert day>** day of **<Insert month>**, **<Insert year>**.

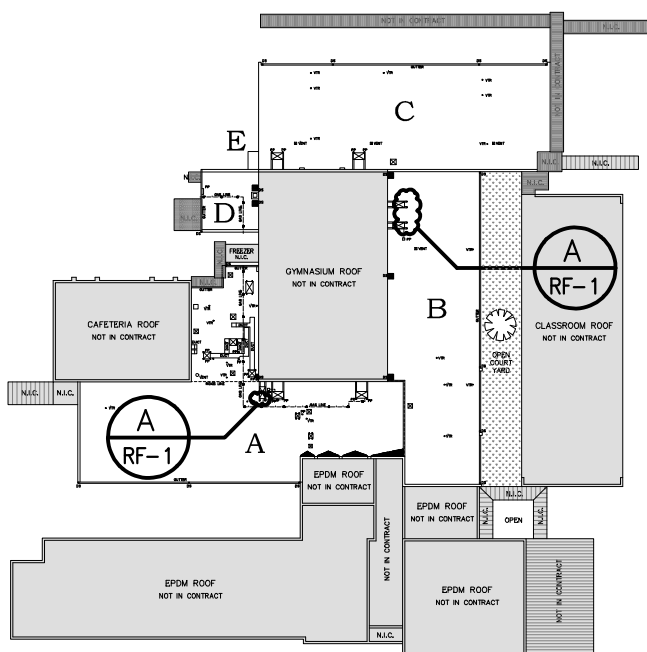
1. Authorized Signature: **<Insert signature>**.
2. Name: **<Insert name>**.
3. Title: **<Insert title>**.

END OF SECTION 01 78 39



A

REVISED EQUIPMENT SUPPORT DETAIL



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OCTOBER 22, 2018



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**ARCHITECTS
WEEKS
AMBROSE
McDONALD
INC.**

DATE
10-22-18
REVISIONS

DRAWING
RF-1
REFERENCE
A5/R1.1