

ADDENDUM NO. 2

TO: ALL PLAN HOLDERS

TO: All Plan Holders:

**Lawrence D. Crocker School
2300 General Taylor Street
New Orleans, LA 70115**

**Orleans Parish School Board
ITB 24 – FAC 0027
Architect's Project No. M22-015**

For The: Lawrence D. Crocker Roof Replacement

**Architect: Modus Inc. Architects & Planners
2300 Marengo Street
New Orleans, LA 70115**

Date Issued: October 25, 2023

This addendum modifies the original Solicitation Documents for the Project dated September 13, 2023 (Specifications) and August 10, 2023 (Drawings). The Items in this addendum shall govern the Work, taking precedence over previously issued specifications and drawings governing the items mentioned. Acknowledge receipt of the Addendum in the Space Provided on the Sealed Bid Form.

Item 1 – Sealed bids will be received for the Orleans Parish School Board (OPSB) by the Procurement Department, Room 5055, 2401 Westbend Parkway, New Orleans, Louisiana 70114, until **2:00 PM CST** on the **rescheduled date of Thursday, November 2, 2023.**

Item 2 - All Request for information and correspondents must be received by Modus Inc no later than **Friday, October 27, 2023 at 5:00pm.**

Item 3 – Revisions to Specifications:

- A. Replace R-1 Roof Membrane/System Manufacturer Guarantee with **attachment A.**
- B. Replace Roofing Guarantee R-2 with **attachment B.**
- C. On page 07 01 60 – 1, omit sentence “ *1.3.A.4. Submission of the two-year installers warranty included in this section.*”
- D. On page 07 01 60 – 2, omit sentence “*3.5.A. Contractor shall provide Roofing Guarantee as shown on Pages 07 01 60 - 3 through 07 01 60 – 5.*”
- E. Omit pages 07 01 60 - 3 through 07 01 60 - 5.
- F. On page 07 52 16 – 4, revise sentence 1.11.A.1. from “*1. Standard Orleans Parish School Board Roof Membrane/ System Guarantee attached to this Section.*” to read as follows: “**1. Standard Orleans Parish School Board R-1 Roof Membrane/System Manufacturer Guarantee.**”
- G. On page 07 52 16 – 5, revise paragraph 1.11 B. from “*Special Project Warranty: Submit roofing Installer's warranty, on warranty form at end of this Section, signed by Installer, covering the Work of this Section, including all components of membrane roofing system such as membrane roofing, base flashing, roof insulation, fasteners, cover boards, substrate boards, vapor retarders, and walkway products, for the following warranty period: 1. Installer's Warranty Period: Two (2) years from date of Substantial Completion.*” to read as follows: “**B. Special Project Warranty: Submit Roofing Guarantee R-2.**”

Item 4 – Attachments

- A. R-1 Roof Membrane/System Manufacturer Guarantee: 4 pages.
- B. Roofing Guarantee R-2: 2 pages.

Item 5 – Revisions to Drawings - NONE

END OF ADDENDUM NO. 2

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State of Louisiana

R-1 ROOF MEMBRANE/SYSTEM MANUFACTUER GUARANTEE
For
Lawrence D. Crocker School

("Manufacturer"), has sold materials which have been used in applying a Roof Membrane/System comprised of (*list all membranes, insulation, substrates, fasteners and other components for a complete system*); warrants to the Orleans Parish School Board herein referenced as "Owner" of the building described below that subject to the terms, conditions, limitations and warranty responsibility stated herein;

The Manufacturer guarantees to the Owner, subject to the terms, conditions, limitations stated herein, that the Roof Membrane/System listed above for the above building will remain in a watertight condition for a period of **20 years**, and the manufacture, the Manufacturer, will repair the Roof Membrane/System at its own expense with No Dollar Limit (NDL) over the life of this **TWENTY (20) YEAR WARRANTY** commencing with the date of Substantial Completion (as defined in the documents).

Satisfactory repair of reported leaks shall not serve to extend the term of the original 20-year Warranty period for either the repair or the entire Roof System, but rather serve to maintain the Roof System weather-tightness condition for the entire term of the original warranty.

In no event shall the Manufacturer be held liable for any commercial loss, claims for labor or consequential damages of any other type not specifically referenced herein, whether Owners claim be based in contract, tort, or strict liability.

TERMS AND CONDITIONS

1. The Manufacturer shall be liable under this Guarantee only if:
 - (1) The Roof Membrane/System is installed according to the Manufacturer's specifications,
 - (2) The Rigid Roof Insulation is installed according to the Manufacturer's specifications,
 - (3) The installation of the Roof Membrane and Roof Insulation is by a roofing Contractor approved in advance by the Manufacturer, and
 - (4) The use of the Manufacturer's materials has been approved in advance by the Manufacturer.
2. During the Term of this warranty the Owner shall permit the Manufacturer, or the Manufacturer's agent, access to the roof during regular business hours.
3. Failure of either party to exercise or enforce specific terms, conditions or provisions shall not be construed to be a waiver of same.
4. As required by the Contract Documents, the Civil District Court for the Parish of Orleans, State of Louisiana shall have sole jurisdiction in any action brought as a result of this warranty by any party hereto.
5. This Warranty instrument supersedes and is in lieu of any and all other expressed or implied warranties that are or may be in conflict with terms and conditions stated herein.
6. A fully executed original of this Warranty is required after acceptance by the Manufacturer and prior to Substantial Completion of the Project.

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NOTICE OF CLAIM

1. Owner shall provide the Manufacturer with written notice within **THIRTY (30)** days of discovery of any leaks in the Roof System or should by reasonable diligence have been discovered; after which date, the principal to this warranty shall be expected to respond to said leak report within a period of **TEN (10)** working days.
 - (1) Failure to respond, shall enable the Owner to engage service of “others” to address the problem without jeopardizing Owner’s protection under terms of the original warranty.
 - (2) Further, by the Manufacturer’s failure to respond as specified, subjects Manufacturer to liability for full reimbursement to the Owner for all costs incurred to engage the services of “others” in order to protect the building from further damage by roof leak(s).
 - (3) The Manufacturer cannot be held responsible for lack of performance or liable under the terms of this warranty due to Owner’s failure to report claims as specified.
2. After a leak report is filed; the Manufacturer shall determine whether the leak is caused by defects in manufactured material or in the workmanship and affect the Roof System repair in accordance with repair obligations herewith. In the event a determination is made that neither defect in manufactured material or workmanship is at fault, the Owner shall be so advised in writing and permitted to exercise other remedies without jeopardy to provisions of the original warranty provided the repairs are made by the Manufacturer’s approved roofing contractor.

EXCLUSIONS FROM COVERAGE

1. The Manufacturer shall not have any liability under the terms of this **20-Year** NDL Warranty for any repair or replacement of the Roof Membrane/System caused by one or more of the following:
 - (1) Damage to the Roof Membrane/System caused by lightning, windstorm, hail, earthquake, tornado, hurricane, flood, malicious mischief, vandalism, chemical or organic deposits or other unusual occurrences.
 - (2) Damage to the Roof Membrane/System caused by:
 - (a) abuse or abnormal use of the roof or Roof Membrane/System or
 - (b) any deliberate or negligent act in maintaining the roof.
 - (3) Damage to the Roof Membrane/System caused by unauthorized repairs, alterations or modifications, or subsequent work on or through the roof done without prior written approval by the Manufacturer of the method and material to be used.
 - (4) Damage to the Roof Membrane/System caused by structural defects or failures (including, but not limited to, setting or shifting of the building, and cracking or movement of girders, beams, partitions or foundations) or defects or failure of any substrate component, including defects in application of any substrate component to which the Membrane/System is installed.
 - (5) Damage to the Roof Membrane/System caused by falling objects.
 - (6) Damage to the Roof Membrane/System caused by movement of metal work used in conjunction with the Roof Membrane/System.
 - (7) Damage to the Roof Membrane/System caused by installation of a sprinkler system, water or

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air conditioning equipment, radio or television antenna, framework for signs, water tower or other installation on the roof after the installation of the Roof Membrane without a prior written approval by the Manufacturer of the methods and materials to be used.

- (8) Damage to the Roof Membrane/System resulting from other than occasional traffic across its surface or from its use as a storage area or recreational surface or for any other similar purposes.
- (9) Damage to the Roof Membrane/System caused by a change in use of the building without prior written approval of the Manufacturer.
- (10) Damage to the Roof Membrane caused by ponding of water or other conditions resulting from improper drainage.

LIMITATIONS OF LIABILITY

The Manufacturer shall be liable only for the cost of repair of such existing Roof Membrane/System by an approved Manufacturer contractor and will not be liable for damages to other components of the roof assembly or the building or the contents or for consequential damages. The expense of removing and replacing traffic surfaces built over the roof shall be borne by the Owner.

WARRANTY RESPONSIBILITY

FIRST (1^{st.}) year through the TWENTIETH (20th) year from date of Acceptance of the project by Roof System Manufacturer, whose legal entity is Manufacturer Name; except that the first recourse of the Owner for Warranty Benefits during Year 1 and Year 2 after date of Substantial completion will be the Contractor per provisions of the Two (2) Year Roofing Contractor Guarantee.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE MANUFACTURER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO MATERIALS COVERED HEREBY, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NOR DOES SELLER MAKE ANY WARRANTY OR ASSUME ANY OBLIGATION WITH RESPECT TO THE VALIDITY OF ANY PATENTS, DESIGNS, COPYRIGHTS OR TRADEMARKS WHICH MAY COVER SUCH GOODS EXCEPT; THAT THE OWNER SHALL HAVE THE RIGHT TO RELY ON SAME BY REPRESENTATION OF THE MANUFACTURER THAT BY OFFERING THE MATERIAL, ROOF SYSTEM AND MISCELLANEOUS ITEMS FOR THE PURPOSES OF THIS PROJECT THERE IS NO VIOLATION OF THE RIGHTS OF OTHER PARTIES WITH RESPECT TO PATENTS, DESIGNS, COPYRIGHTS OR TRADEMARKS, FURTHER; THE CONDITIONS OF LIABILITY, RIGHTS, OBLIGATIONS AND REMEDIES OF THE PARTIES RELATING TO CLAIMS ARISING FROM DEFECTIVE GOODS SHALL BE GOVERNED EXCLUSIVELY BY THE TERMS HEREOF: THIS WARRANTY MAY NOT BE CHANGED ORALLY.

IN CONSIDERATION FOR PAYMENT RECEIVED, THIS WARRANTY IS TENDERED FOR THE BENEFIT OF THE OWNER, THE ORLEANS PARISH SCHOOL BOARD AND IS NOT TRANSFERABLE OR ASSIGNABLE TO ANY OTHER PARTY WITHOUT THE WRITTEN CONSENT OF THE MANUFACTURER. .

THIS WARRANTY REQUIRES THE ORIGINAL SIGNATURES OF ANY OFFICER OF THE MANUFACTURER, AND THREE FULLY EXECUTED COPIES WILL BE PROVIDED TO THE

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OWNER AS A PREREQUISITE FOR PROJECT ACCEPTANCE. THE OWNER'S SIGNATURE SHALL NOT BE A REQUIREMENT FOR IMPLEMENTATION OF, OR CAUSE TO VALIDATE THE WARRANTY.

A SEPARATE AND INDEPENDENT WARRANTY SHALL BE ISSUED FOR EACH BUILDING OR INDEPENDENT ROOF SYSTEM IN THE CASE OF MULTIPLE BUILDING OR MIXED ROOFED PROJECTS.

PROJECT DATA/SIGNATORS

OWNER: Orleans Parish School Board (Nola-Public Schools)

ADDRESS OF OWNER: 2401 Westbend Parkway, New Orleans, LA 70114

JOB NAME & AREA: Lawrence D. Crocker School

ADDRESS OF BUILDING: 2300 General Taylor St. New Orleans, LA 70115

USE OF BUILDING: Education

ROOF SYSTEM: _____

ROOF DECK: _____

ROOF INSULATION: _____

ROOF AREA: _____

ROOFING CONTRACTOR: _____

COMPLETION DATE: _____

MANUFACTURER: _____

Manufacturer's Authorized Representative's Signature: _____

Name and Title: _____

Date: _____

ROOFING GUARANTEE R-2

OWNER: **ORLEANS PARISH SCHOOL BOARD**

ADDRESS: **2401 WESTBEND PARKWAY, NEW ORLEANS, LOUISIANA 70114**

WHEREAS _____

Address: _____

Telephone _____

herein called the "Roofing Contractor", has performed roofing and flashing in accordance with the Contract Documents for Project / Part No. **24-FAC-0027**, (hereinafter called the "Work") under a Contract with the Owner.

Name of Project: **Roof Replacement at Lawrence D. Crocker School**

User Agency: **ORLEANS PARISH SCHOOL BOARD**

Location/Address: **2300 GENERAL TAYLOR STREET NEW ORLEANS, LA 70115**

Name and Type of Building(s): **Lawrence D. Crocker School**

Building I.D.: _____

Type(s) of Roof Deck(s): _____

Total Roof Area: _____ Flashing: Edge: \pm **LF**; Base: \pm **LF**

Date of Acceptance: _____ Guarantee Period: **Two (2) Years**

Date of Expiration: _____

AND WHEREAS the Roofing Contractor has contracted to guarantee said work against water entry from faulty or defective materials and workmanship for the designated Guarantee period;

NOW THEREFORE the Roofing Contractor as the General Contractor guarantees, subject to the terms and conditions herein set forth, that during the Guarantee Period he will at his own cost and expense, make or cause to be made with approved procedures and materials such repairs to or replacements of said work resulting from water entry or faults or defects of said Work as are necessary to correct faulty and defective work and as are necessary to maintain said Work in watertight conditions and further to respond on or within two (2) working days upon written notification of leaks or defects by the Owner/User Agency. Furthermore, he will at his own cost and expense maintain the roof for (2) years after acceptance, in accordance with the current edition of the Roof Maintenance Manual published by the Roofing Industry Educational Institute. The roof shall be inspected a minimum of twice each year, and a report prepared documenting the conditions observed at each inspection. These inspections shall be made once during the months of April or May and once during the months of September and October. Two copies of each report shall be forwarded to the Owner and User Agency.

This Guarantee is made subject to the following terms and conditions:

1. Specifically excluded from this guarantee are damages to the Work, other parts of the building and building contents caused by: A) lightning, windstorm (includes hurricanes and tornados), hailstorm, earthquakes and other unusual phenomena of the elements; B) fire; and C) structural failures causing excessive roof deck, edgings and related roof components movement. When the Work has been damaged by any of the

foregoing causes, the Guarantee will be null and void until such damage has been repaired by the Roofing Contractor, and until the cost and expense thereof has been paid by the Owner or another responsible party so designated.

2. During the Guarantee Period, if the Owner/User Agency allows alteration of the Work by anyone other than a Contractor approved in writing by the Roofing Subcontractor, General Contractor, and Roofing Material Manufacturer prior to the work being performed, including cutting, patching and maintenance in connection with penetrations, attachment of other work, and positioning of anything on the roof, this Guarantee shall become null and void upon the date of said alterations. If the Owner/User Agency engages the Roofing Contractor to perform said alterations, the Guarantee shall not become null and void, unless the Roofing Contractor, prior to proceeding with said work, shall have notified the Owner/User Agency in writing, showing reasonable cause for claim that said alterations would likely damage or deteriorate the Work, thereby reasonably justifying a termination of this Guarantee.
3. During the Guarantee Period, if the original use of the roof is changed and it becomes used for, but for which it was not originally designed or specified, as a promenade, work deck, spray-cooled surface, flooded basin, or other use of service more severe than originally specified, this Guarantee shall become null and void upon the date of said change.
4. During the Guarantee Period, if any building or area of a building is changed to uses creating extremes of interior temperature and/or humidity, but for which it was not originally designed and specified, without provisions and alterations made to the building which effectively contain or control these conditions, this Guarantee shall become null and void upon the date of said change.
5. The Owner/User Agency shall promptly notify the Roofing Contractor in writing of observed, known or suspected leaks, defects or deterioration and shall afford reasonable opportunity for the Roofing Contractor to inspect the Work, and to examine the evidence of such leaks, defects or deterioration.
6. This Guarantee is recognized to be the only guarantee of the General and Roofing Contractor on said work and shall not operate to restrict or cut off the Owner from other remedies and recourses lawfully available to him in case of roofing failure. Specifically, this Guarantee shall not operate to relieve the Roofing Contractor of his responsibility for performance of the original work, regardless of whether the Contract was a Contract directly with the Owner or a Subcontract with the Owner's General Contractor.

IN WITNESS THEREOF, this instrument has been duly executed this ____ day of 2023.

Roofing Contractor's Signature: _____

Typed Name: _____

Representing: _____

Telephone Number: _____

Witness: _____

Typed Name: _____

Telephone Number: _____

Witness: _____

Typed Name: _____

Telephone Number: _____