



# Office of General Services

DESIGN & CONSTRUCTION GROUP  
THE GOVERNOR NELSON A. ROCKEFELLER  
EMPIRE STATE PLAZA  
ALBANY, NY 12242

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## ADDENDUM NO. 2 TO PROJECT NO. 47302

### CONSTRUCTION, HVAC AND ELECTRICAL WORK PROVIDE FIREARMS RANGE UPGRADES BUILDING 24, NYS POLICE ACADEMY STATE OFFICE BUILDING CAMPUS ALBANY, NEW YORK

May 12, 2025

**NOTE:** This Addendum forms a part of the Contract Documents. Insert it in the Project Manual. Acknowledge receipt of this Addendum in the space provided on the Bid Form.

#### CONSTRUCTION WORK SPECIFICATIONS

1. SECTION 070150 MODIFICATIONS TO EXISTING WARRANTIED ROOF SYSTEM, Paragraph 1.01.1: Change Paragraph to read:  
  
“1. Existing Type of Roof System: 3-ply Mod-Bit with gravel flood coat.”

#### APPENDIX – CONSTRUCTION WORK

2. EXISTING ROOF SYSTEM WARRANTY: Add the attached Document (pages 1 through 3) to the Project Manual.

#### CONSTRUCTION WORK DRAWINGS

3. Drawing No. AD-102:
  - a. KEYNOTES, Change Note 2 to read:  
  
“2. REMOVE PORTION OF EXISTING WARRANTIED ROOF SYSTEM TO 6" BEYOND EXTENT OF ROOF OPENING TO FACILITATE WORK. EXISTING ROOF SYSTEM CONSISTS OF A 3-PLY MOD-BIT MEMBRANE WITH GRAVEL FLOOD COAT, COVERBOARD, (2) LAYERS OF 2" POLYISO INSULATION, AND VAPOR RETARDER OVER THE CONCRETE ROOF DECK. REFER TO SPECIFICATION SECTION 070150 AND THE EXISTING ROOF SYSTEM WARRANTY INCLUDED IN THE APPENDIX OF THE PROJECT MANUAL.”

4. Drawing No. A-102:
  - b. KEYNOTES, Change Note 2 to read:
    - “2. PROVIDE 3-PLY MOD-BIT BASE FLASHING CONSISTING OF BASE PLY, INTERMEDIATE PLY, AND GRANULAR CAP SHEET AT EXHAUST FAN CURB AND PATCH ROOF SYSTEM. COORDINATE WITH TREMCO TO UPHOLD EXISTING WARRANTY. REFER TO SPECIFICATION SECTION 070150 AND THE EXISTING ROOF SYSTEM WARRANTY INCLUDED IN THE APPENDIX OF THE PROJECT MANUAL.”

**END OF ADDENDUM**

Brady M. Sherlock, P.E.  
Director, Division of Design  
Design & Construction



120299370351799912  
TRI PROJECT #110049  
OGS Project 43832-C

**20 YEAR QA WARRANTY  
FOR NEW ROOFS**

WARRANTY NUMBER: 147257

OWNER: State of New York

ADDRESS: 1220 Washington Avenue, Albany, NY 12226

BUILDING DESCRIPTION: Office of General Services: W. Averell Harriman Office Complex –  
New York State Police Academy Building 24

ADDRESS: 1220 Washington Avenue, Albany, NY 12226

ROOF AREA: 68,754 sq. ft.

DATE OF JOB COMPLETION: March 16, 2012

OK 3/16/2032

INSTALLATION PRICE: \$1,314,100.00

-WTK

ROOFING SYSTEM: Replacement: POWERply Standard + FR

INSTALLATION CONTRACTOR: Titan Roofing Inc.

ADDRESS: 70 Orange Street, Chicopee, MA 01013

Tremco Incorporated (hereinafter "Tremco") hereby warrants to the above-named Owner that, subject to the terms, conditions, and limitations stated herein, it will repair leaks and provide the following services to the Owner on the roofing system on the building (hereinafter "TRS") for a period of twenty (20) years from the date of job completion. TRS shall be defined as the weatherproofing assembly and its components, which includes the following: membrane, insulation, flashings, all sheet metal-related details, and termination details as specified by Tremco. The services being offered by Tremco include the following:

**A. INSPECTIONS AND HOUSEKEEPING**

In year two (2), year five (5), year ten (10), and year fifteen (15) of this warranty, Tremco shall provide roof inspections, and limited housekeeping services, except as excluded in Section C and Section D, on the TRS. (If a TremCare Service Agreement has been purchased for the TRS in addition to this warranty, these inspections and the related reporting will be carried out as part of the TremCare Service Agreement. The warranty and the TremCare Service Agreement will remain in effect for the warranty period simultaneously.)

Roof inspection services shall include the following:

1. Visual inspection of the roof membrane and roof surface conditions.
2. Inspection of the flashing systems including, but not limited to, the metal edge system, base flashings on equipment and adjoining walls, counterflashings and termination details, soil stacks and vents, and inspection of rooftop projections, and equipment including, but not limited to, pitch pans, HVAC equipment, sky lights, and access hatches.

Roof inspection services do not include:

1. Inspection for water damage or mold growth.
2. Detection or identification of mold.

General rooftop housekeeping services shall include the following: Removal of incidental debris. All debris will be disposed of at the Owner's approved on-site location.

**B. ROOF INSPECTION REPORTS**

Tremco will provide roof inspection reports to the Owner based upon the inspections as defined in paragraph A. The reports shall become part of the roof database maintained on the Tremco TRS. Tremco will be excused from performing under this warranty if prevented or delayed by events not within its control, including events such as floods, fires, accidents, riots, explosions, governmental order, acts or omissions of contractors or other third parties, inability to access the TRS, etc. Roof inspection reports will not address the presence of water damage to any building components other than the TRS or the presence of mold.



### C. OWNER'S RESPONSIBILITIES

It is agreed by the parties that Tremco, by this warranty, does not assume possession or control of any part of the TRS. Control and ownership of the TRS and all parts of the building remains solely with the Owner. The Owner is solely responsible for all requirements imposed by any federal, state or local law, ordinance or regulation, and all repair, maintenance, and other work with respect to the TRS and the building, except as expressly stated by this warranty.

General roof top housekeeping does not eliminate or replace the building Owner's responsibility for keeping effluent and debris from the roof surface. Customer production-related materials are excluded as part of the housekeeping services. If scheduled cleaning is insufficient to maintain the roof integrity, Owner must pay for additional cleaning/inspections or assume responsibility for such cleanings. Owner agrees that all debris on or removed from the roof is the sole property of Owner, and it is the sole responsibility of Owner to properly dispose of said debris.

The Owner shall, at all times, exercise reasonable care in the use and maintenance of the TRS.

In order to protect the investment this TRS represents, the building Owner must fulfill his responsibilities as outlined in the attached Owner's Manual. Lack of care and maintenance can have significantly damaging effects on the system's overall performance and is cause for cancellation of this warranty.

Care and maintenance guidelines include, but are not limited to:

- ◆ Regular ongoing inspection by the Owner - This will allow for implementation of good housekeeping practices and early detection of problems such as any physical damage.
- ◆ Verification that no alterations or unauthorized repairs have been made to the roofing system.

If alterations are being considered, the Owner must notify Tremco in order for the proper authorized follow-up to be completed.

The Owner shall report all leaks which occur in the TRS within the warranty period by contacting Tremco at 1-800-422-1195 and in writing to Tremco Incorporated at 3735 Green Road, Beachwood, Ohio 44122, as soon as possible (however, in no event more than thirty (30) days) after leakage is or should have been discovered. Immediate repair of leaks is critical to prevent water damage and mold growth. In no event is Tremco responsible for any repairs to any part of the building other than the TRS. The liability or expense for such repair is to be assumed and paid by the Owner. If the leak is not within the coverage of this warranty, Tremco shall advise the Owner, and the Owner shall have repairs performed within thirty (30) days according to Tremco specifications by a Tremco certified or approved applicator. The Owner agrees to provide Tremco with unrestricted ready access to the TRS and all areas of the building on which the TRS is located.

### D. WARRANTY EXCLUSIONS

This warranty does not cover any leaks or damage or failure of the TRS or any part thereof as a result of:

1. Natural or accidental disasters including, but not limited to, damage caused by lightning, hailstorms, floods, hurricane force winds (74 mph or greater), tornadoes, earthquakes, fire, vandalism, animals, penetration of the membrane, or chemical attack by outside agents.
2. Use of materials not specified by Tremco, or unauthorized repairs to the TRS.
3. Any intentional or negligent act on the part of the Owner or any third party including, but not limited to, misuse, traffic, storage of or discharge of materials or effluent on the roof. Any repair of these items will be at Owner's expense.
4. Distortion, expansion or contraction of the TRS caused by faulty original construction or design of building components including parapet walls, copings, chimneys, skylights, vents or roof deck, or lack of positive, proper, or adequate drainage resulting in ponding water on the roof.

### E. WARRANTY LIMITATIONS

Tremco shall have no responsibility and or liability under this warranty until all bills for installation, supplies, and services sold in connection with the TRS have been paid in full.

The Owner's rights under this warranty are specific to the Owner and are not transferable.

Tremco's obligations under this warranty may be voided by Tremco based on any of the events described in Section D, change in usage of the building without the prior written approval of Tremco, repairs, alterations, penetrations of or attachments to the TRS without the prior written approval of Tremco, building settlement, deterioration, cracking or failure of the roof deck, coping and parapet walls, infiltration or condensation of moisture in, through or around walls, copings, underlying structure, hardware or equipment, or failure of the Owner to comply with its obligations described in this warranty.

**F. OTHER TERMS**

THIS WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, OBLIGATIONS OR AGREEMENTS, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ANY RIGHTS OR REMEDIES AGAINST ANY PERSON OR ENTITY UNDER THE UNIFORM COMMERCIAL CODE OR OTHERWISE WITH RESPECT TO THE SALE OF GOODS AND/OR SERVICES. THE REMEDIES AND OBLIGATIONS STATED IN THIS WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES OF AND OBLIGATIONS TO THE OWNER FOR ANY AND ALL MATTERS ARISING WITH RESPECT TO OR IN ANY WAY CONNECTED WITH THE TRS, OR ITS COMPONENT PRODUCTS, OR ANY GOODS OR SERVICES RELATED THERETO, REGARDLESS OF THE SOURCE OR PROVIDER OF SUCH GOODS OR SERVICES. THE OWNER SHALL PROVIDE WAIVERS OF SUBROGATION UPON REQUEST. NO REPRESENTATIVE OF TREMCO INCORPORATED, OR ANY EMPLOYEE, AGENT OR AFFILIATED COMPANY ("AFFILIATE") HAS AUTHORITY TO VARY OR ALTER THESE TERMS. IN NO EVENT SHALL TREMCO INCORPORATED OR ANY AFFILIATE BE LIABLE FOR ANY DAMAGE TO THE BUILDING ITSELF (OTHER THAN THE TRS), THE CONTENTS OF THE BUILDING, OR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE TOTAL LIABILITY OF TREMCO INCORPORATED, AND ANY AFFILIATE OVER THE LIFE OF THE WARRANTY, SHALL NOT IN ANY EVENT EXCEED IN DOLLAR VALUE THE INSTALLED CONTRACT PRICE OF THE TRS AS IT APPEARS ABOVE, AND THIS TOTAL LIABILITY SHALL BE PRO-RATED ON A STRAIGHT LINE BASIS OVER THE LIFE OF THE WARRANTY, AND TREMCO'S LIABILITY SHALL NOT EXCEED SUCH PRO-RATED AMOUNT. NEITHER TREMCO INCORPORATED OR ANY AFFILIATE SHALL 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 WARRANTY.

The Owner agrees that this warranty, and the services and remedies set forth herein, are exclusive, and there are no other warranties between the Owner and Tremco or any affiliate. Any unresolved issues under this warranty shall be submitted to the exclusive jurisdiction of the courts of Cuyahoga County, Ohio, and governed by Ohio law.

TREMCO INCORPORATED  
 ROOFING & BUILDING MAINTENANCE DIVISION

By: *Julie Grubbs*

Title: Warranty Administrator

Date: June 4, 2012