



# Purchase College

STATE UNIVERSITY OF NEW YORK

735 Anderson Hill Road

Purchase, NY 10577-1402

www.purchase.edu

**Procurement Department**  
**IFB: Modifications to Heating Plant for Temporary Boiler**  
**Project SU-031125**

Addendum #01 \* May 6, 2025

**To: Prospective Bidders**

SUNY Purchase hereby issues this Addendum for the above referenced IFB, to provide the following clarifications:

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**Item 1:** SUNY Purchase's design consultants, RMF Engineering Inc., have released revisions to drawings G0.01, MD1.00, MD1.01, MD7.00, M1.01, M7.00, and M8.00, which are hereby made part of the contract documents. Additionally, two reference documents are provided. There are 16 pages in Addendum #01, including this notice.

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Please be sure to sign this Acknowledgment that your firm received it and submit the form with your bid package, which is due **Tuesday, May 13, 2025, at 3 p.m.**

Respectfully,

Sheli Taylor, Associate Director  
Procurement and Accounts Payable

Acknowledgement of ADDENDUM #01

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Signature                      Date

---

Typed printed name and title

---

Company name

May 05, 2025

**SUNY PURCHASE PROJECT NO. SU-031125  
MODIFICATIONS TO HEATING PLANT FOR TEMPORARY BOILER  
STATE UNIVERSITY OF NEW YORK AT PURCHASE**

**ADDENDUM NO. 1  
MAY 05, 2025**

**PREPARED BY:  
RMF ENGINEERING, INC., P.C.  
75 ACCO DRIVE, SUITE A10  
YORK, PA 17402**



The following additions, deletions, and/or changes or clarifications to the drawings, specifications, and bidding documents for this project, shall become and are hereby made part of the Contract Documents. They change the original documents only in the manner and to the extent stated. Each bidder shall acknowledge receipt of this Addendum in the appropriate location on the bid proposal form.

May 05, 2025

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**PROJECT MANUAL**

**Additional Documents:**

1. For the purposes of reference only, see attached existing Heating Plant roof warranty.
2. For the purposes of reference only, see attached Prebid walkthrough attendance list

**REVISIONS TO DRAWINGS:**

**G0.01**

1. Removed relocation of existing storage area fence

**MD1.00**

1. Removed demolition of existing temporary generator piping
2. Removed relocation of existing storage area fence
3. Removed Drawing Note 1

**MD1.01 & MD7.00**

1. Moved Temporary Generator HTHWR tap location off of P-1 & P-2 header
2. Removed relocation of existing storage area fence
3. Added rerouting of existing bearing cooling pipe

**M1.01 & M7.01**

1. Moved Temporary Generator HTHWR tap location off of P-1 & P-2 header
2. Added reroute of existing bearing cooling pipe
3. Removed relocation of existing storage area fence
4. Added Drawing Note 4
4. CONTRACTOR TO REROUTE EXISTING BEARING COOLING PIPE. MATCH EXISTING SYSTEM SIZE AND MATERIAL

**M8.00**

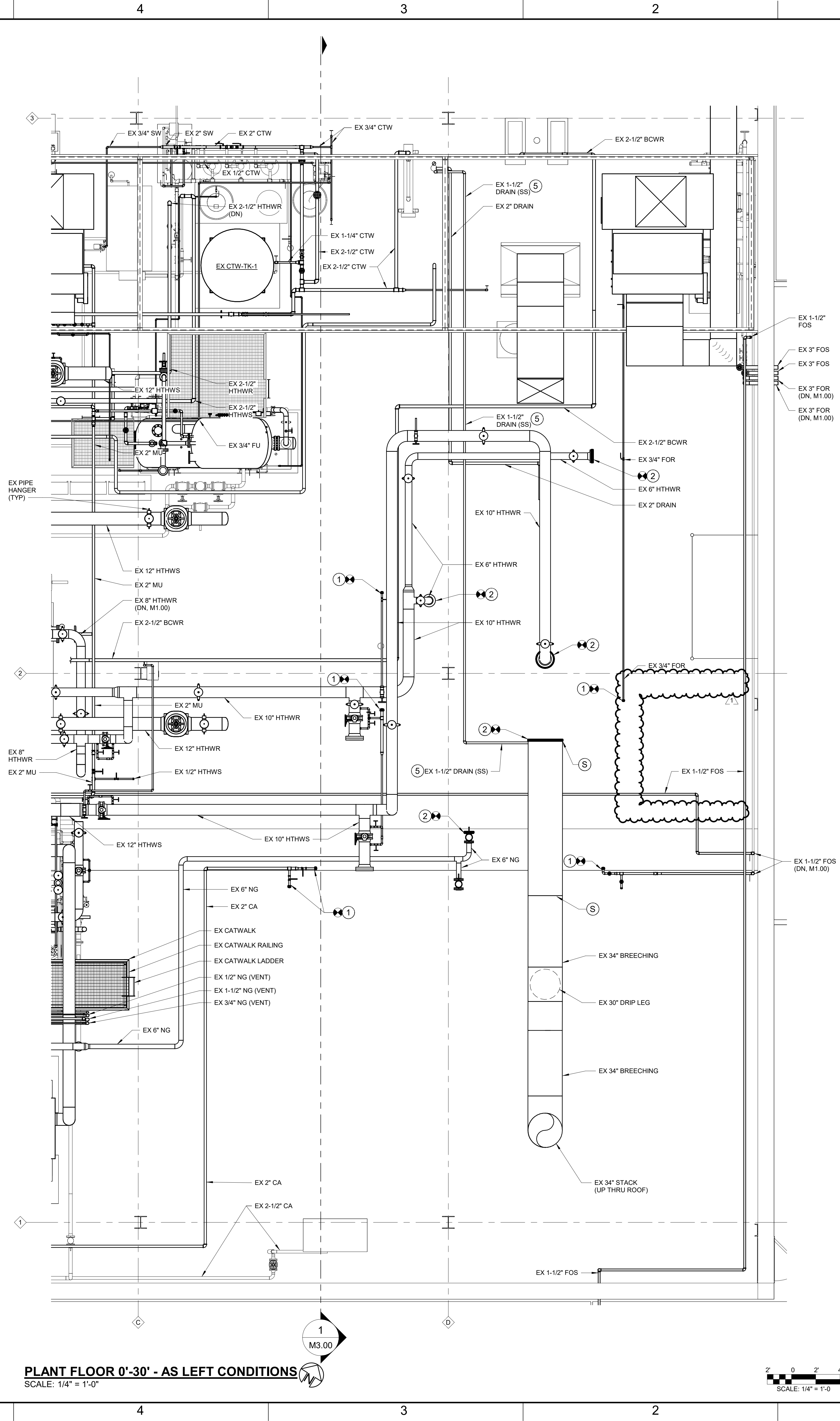
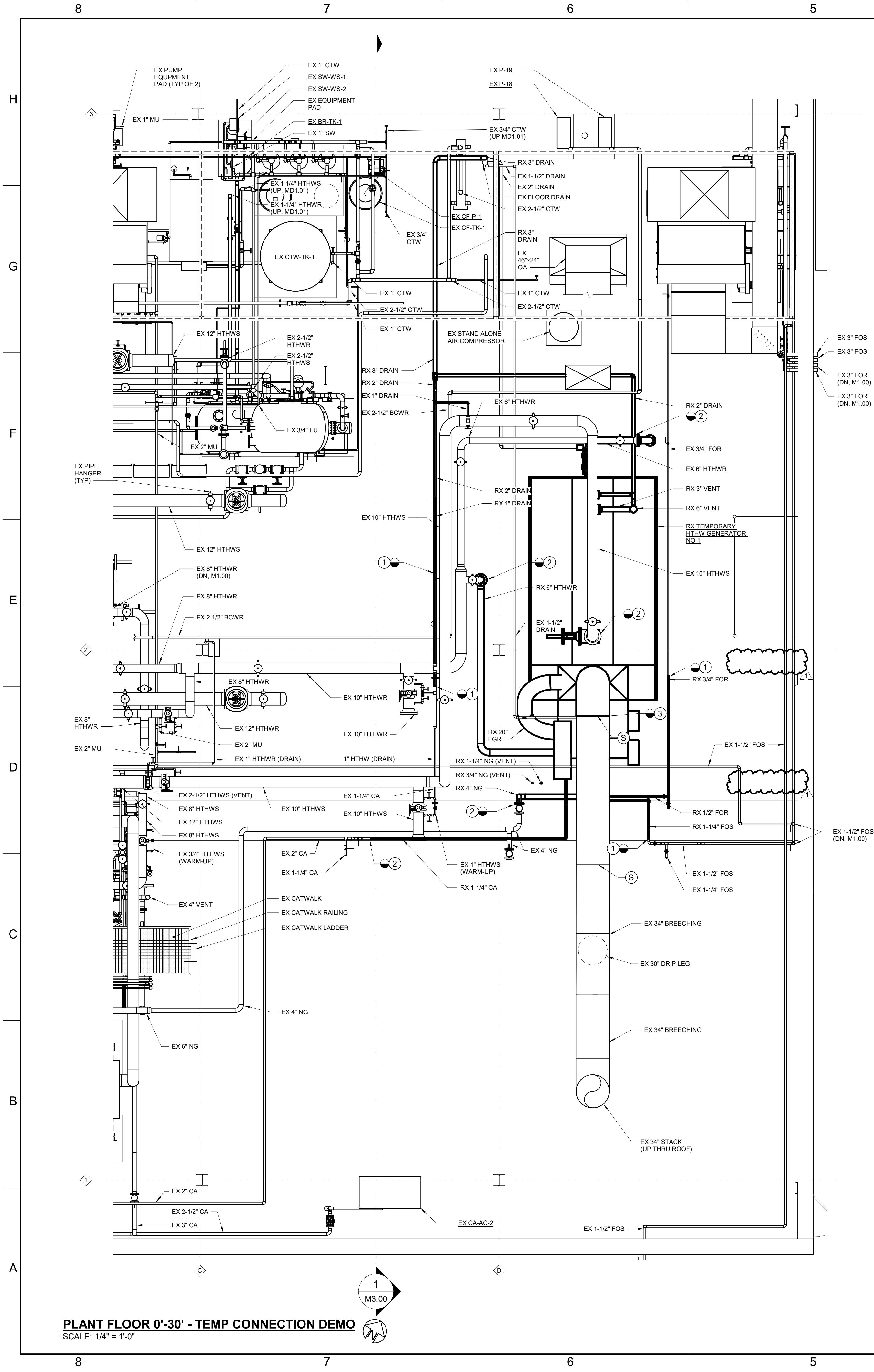
1. Updated spring hanger schedule

**END OF ADDENDUM NO. 1**



Autodesk Docs 10624008A0-SUNY Purchase Rehabilitate High Temperature 0624008A0\_MECH\_F02\_B360\_ECA Temp Dem.v1t

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RMF ENGINEERING, INC.  
3 PINE WEST PLAZA  
SUITE 308  
ALBANY, NY 12205  
P: 518-465-3620 F: 518-465-3088

**Purchase College**  
STATE UNIVERSITY OF NEW YORK

**GENERAL NOTES:**

1. WORK DETAILED ON THIS DRAWING TO BE COMPLETED WHEN THE TEMPORARY GENERATOR IS REMOVED IN OCTOBER 2026.

**DRAWING NOTES:**

1. CONTRACTOR TO REMOVE TEMPORARY GENERATOR PIPING BACK TO THIS POINT AND CAP PIPING.
2. CONTRACTOR TO REMOVE TEMPORARY GENERATOR PIPING BACK TO THIS POINT AND ADD BLIND FLANGE.
3. CONTRACTOR TO REMOVE TEMPORARY GENERATOR STACK BACK TO THIS POINT AND CAP.
4. REMOVE VENT THROUGH IN ROOF. PATCH ANY OPENINGS IN ROOF WHERE VENT PIPES WERE REMOVED. CONTRACTOR TO GET APPROVAL FROM ROOFING MANUFACTURER BEFORE EXECUTING ROOF PATCH WORK IN ORDER TO MAINTAIN THE EXISTING WARRANTY.
5. HTHW GENERATOR BREACHING DRAIN PIPING TO BE SCH. 40 TYPE 304 STAINLESS STEEL. DRAIN TO BE ROUTED TO DRAIN FUNNEL AND PROVIDED WITH A P-TRAP.

**KEYPLAN**

REV	DESCRIPTION	DATE
1	Addendum No. 1	05/05/2025

SUBMISSION TITLE:  
**BID DOCUMENTS**

SEAL:

DRAWN BY: Author	DATE: 03/03/2025
DESIGNED BY: Designer	SCALE: AS NOTED
CHECKED BY: BMW	RMF JOB NO.: 0624008A.0
PROJ. MGR.: PKG	CLIENT JOB #:

PROJECT NAME:  
**TEMPORARY HTHW GENERATOR CONNECTIONS**

PROJECT ADDRESS:  
735 Anderson Hill Rd,  
Purchase, NY 10577

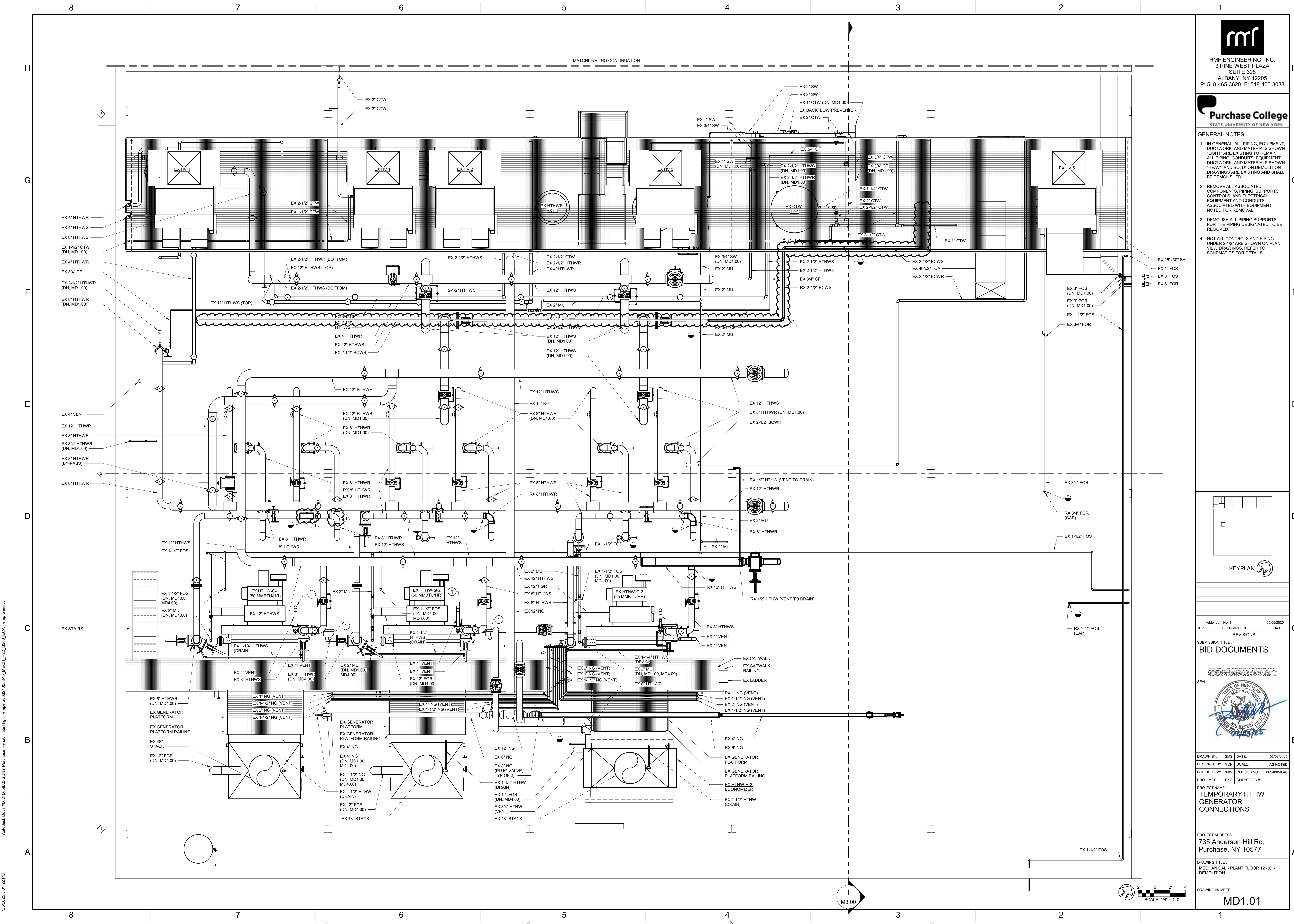
DRAWING TITLE:  
TEMPORARY HTHW GENERATOR CONNECTIONS AS-LEFT CONDITIONS

DRAWING NUMBER:  
**G0.01**





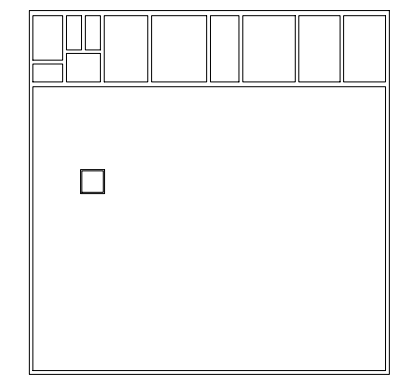




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- GENERAL NOTES:**
1. IN GENERAL, ALL PIPING, EQUIPMENT, DUCTWORK, AND MATERIALS SHOWN "LIGHT" ARE EXISTING TO REMAIN. ALL PIPING, CONDUITS, EQUIPMENT, DUCTWORK, AND MATERIALS SHOWN "HEAVY AND BOLD" ON DEMOLITION DRAWINGS ARE EXISTING AND SHALL BE DEMOLISHED.
  2. REMOVE ALL ASSOCIATED COMPONENTS, PIPING, SUPPORTS, CONTROLS, AND ELECTRICAL EQUIPMENT AND CONDUITS ASSOCIATED WITH EQUIPMENT NOTED FOR REMOVAL.
  3. DEMOLISH ALL PIPING SUPPORTS FOR THE PIPING DESIGNATED TO BE REMOVED.
  4. NOT ALL CONTROLS AND PIPING UNDER 2-1/2" ARE SHOWN ON PLAN VIEW DRAWINGS. REFER TO SCHEMATICS FOR DETAILS.



REVISIONS	
REV	DESCRIPTION
1	Addendum No. 1

SUBMISSION TITLE:  
**BID DOCUMENTS**



DRAWN BY: SMS DATE: 03/03/2025  
DESIGNED BY: MCP SCALE: AS NOTED  
CHECKED BY: BMW RMF JOB NO.: 05240088.00  
PROJ. MGR.: PKG CLIENT JOB #:

PROJECT NAME:  
**TEMPORARY HTHW  
GENERATOR  
CONNECTIONS**

PROJECT ADDRESS:  
**735 Anderson Hill Rd,  
Purchase, NY 10577**

DRAWING TITLE:  
**MECHANICAL - PLANT FLOOR 12-30 -  
DEMOLITION**

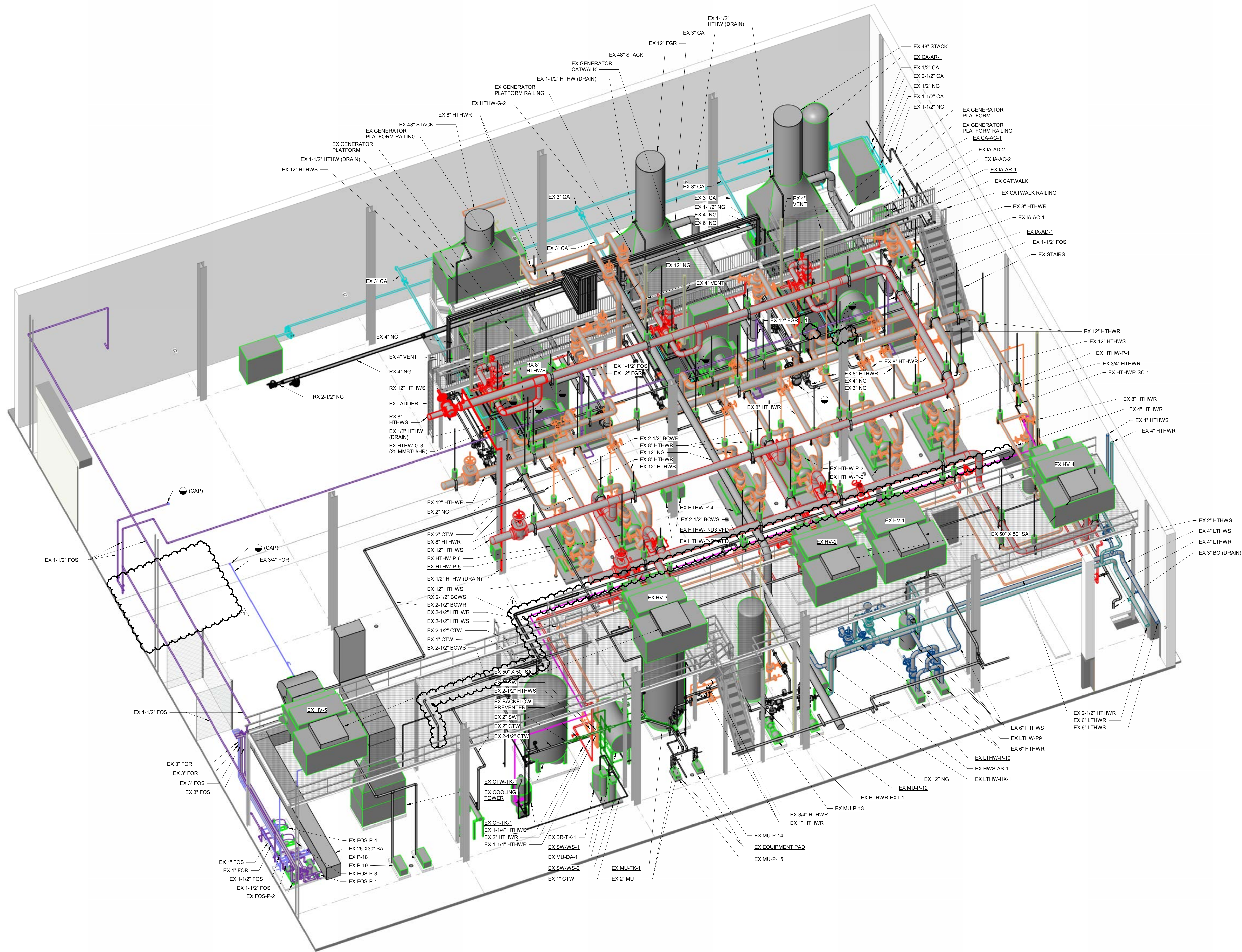
DRAWING NUMBER:  
**MD1.01**



Autodesk Docs/06240089AU-SUNY Purchase Rehabilitate High Temporal/06240089AU\_MECH\_P02\_B360\_ECA Temp Gen.rvt

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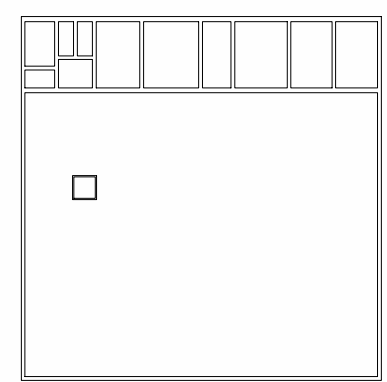
PLAN AXONOMETRIC - DEMO  
SCALE: N.T.S.



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  2. REMOVE ALL ASSOCIATED COMPONENTS, PIPING, SUPPORTS, CONTROLS, AND ELECTRICAL EQUIPMENT AND CONDUITS ASSOCIATED WITH EQUIPMENT NOTED FOR REMOVAL.
  3. DEMOLISH ALL PIPING SUPPORTS FOR THE PIPING DESIGNATED TO BE REMOVED.
  4. NOT ALL CONTROLS AND PIPING UNDER 2-1/2" ARE SHOWN ON PLAN VIEW DRAWINGS. REFER TO SCHEMATICS FOR DETAILS.



REVISIONS	
REV	DESCRIPTION
1	Addendum No. 1

SUBMISSION TITLE:  
**BID DOCUMENTS**



DRAWN BY: SMS DATE: 03/03/2025  
DESIGNED BY: MCP SCALE: AS NOTED  
CHECKED BY: BMW RMF JOB NO.: 06240088.A0  
PROJ. MGR.: PKG CLIENT JOB #:

PROJECT NAME:  
**TEMPORARY HTHW  
GENERATOR  
CONNECTIONS**

PROJECT ADDRESS:  
**735 Anderson Hill Rd,  
Purchase, NY 10577**

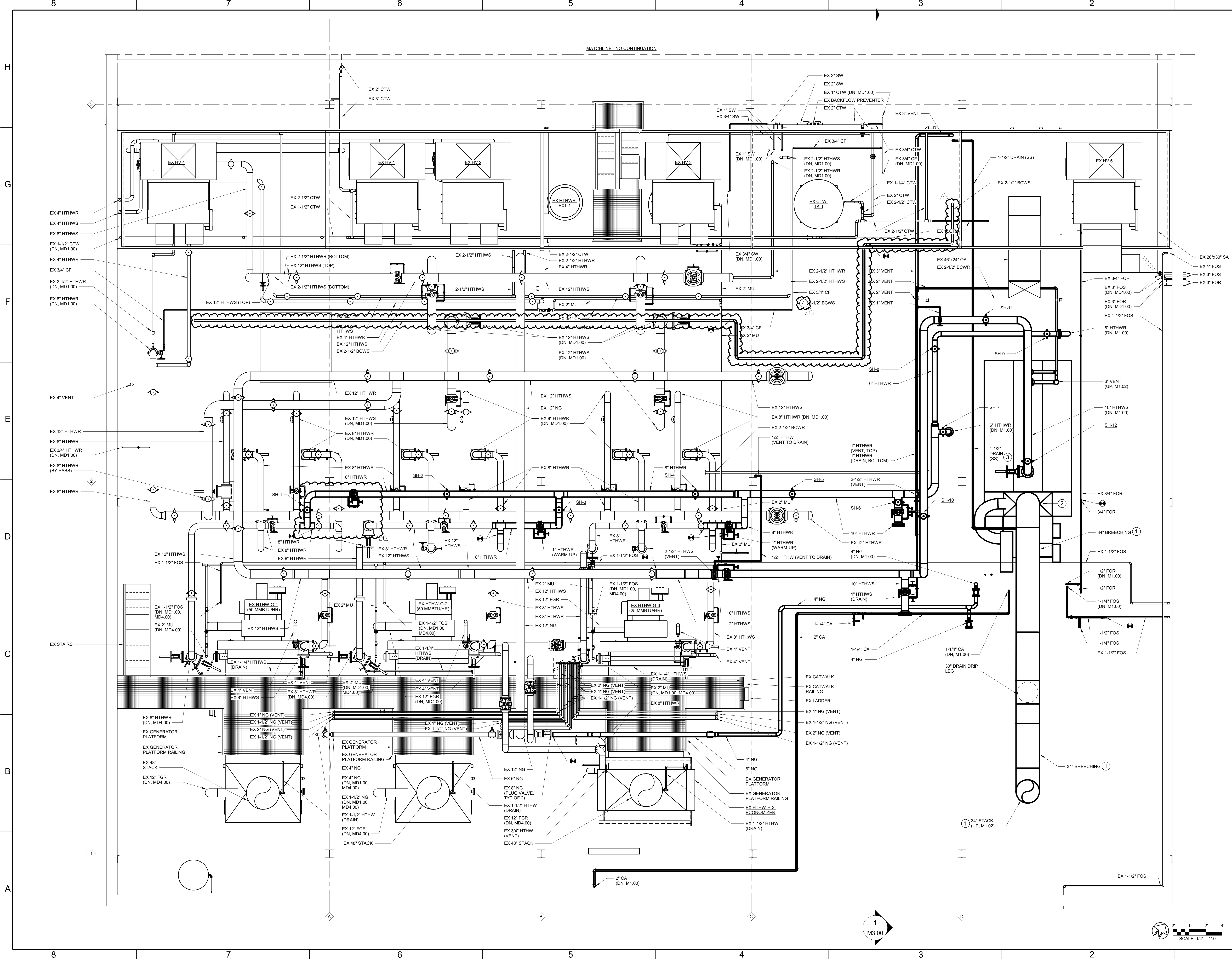
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**MECHANICAL AXONOMETRICS -  
DEMOLITION**

DRAWING NUMBER:  
**MD7.00**



Autodesk Docs 106240059AU-SUNY Purchase Rehabilitate High Temperature 06240059AU\_MECH1\_F022\_B360\_ECA Temp Gen v1

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STATE UNIVERSITY OF NEW YORK

**GENERAL NOTES:**

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- REFER TO M8.00 FOR SPRING HANGER SCHEDULE.
- REFER TO STRUCTURAL DRAWINGS FOR STACK SUPPORT DETAILS.
- CONTRACTOR TO USE STEEL PLATES WHEN ROLLING/RIGGING EQUIPMENT OVER EXISTING FILLED-IN TRENCH.
- IT IS ANTICIPATED SCAFFOLDING WILL BE REQUIRED FOR WORK AT HIGH ELEVATIONS ABOVE PLANT FLOOR. CONTRACTOR TO LEAVE OSHA COMPLIANT SCAFFOLDING IN PLACE UNTIL RT TESTING IS COMPLETE.

**DRAWING NOTES:**

- REFER TO STRUCTURAL DRAWINGS FOR SUPPORT REQUIREMENTS.
- EXPANSION JOINT TO BE PROVIDED ON TEMPORARY GENERATOR FLUE GAS OUTLET. EXPANSION OF STACK ANTICIPATED TO BE APPROXIMATELY 2" IN THE AXIAL AND 2" IN THE LATERAL DIRECTIONS.
- HTHW GENERATOR BREACHING DRAIN PIPING TO BE SCH. 40 TYPE 316 STAINLESS STEEL. DRAIN TO BE ROUTED TO DRAIN FUNNEL AND PROVIDED WITH A P TRAP.
- CONTRACTOR TO REROUTE EXISTING BEARING COOLING PIPE. MATCH EXISTING SIZE AND MATERIAL.

REV	DESCRIPTION	DATE
1	Addendum No. 1	05/05/2025

REVISIONS

**BID DOCUMENTS**

THIS DRAWING AND ALL CONTENTS THEREON IS THE PROPERTY OF RMF ENGINEERING, INC. THIS DRAWING MAY NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF RMF ENGINEERING, INC.

SEAL:

DRAWN BY:	SMS	DATE:	03/03/2025
DESIGNED BY:	MCP	SCALE:	AS NOTED
CHECKED BY:	BMW	RMF JOB NO.:	06240058.A0
PROJ. MGR.:	PKG	CLIENT JOB #:	

PROJECT NAME:  
**TEMPORARY HTHW GENERATOR CONNECTIONS**

PROJECT ADDRESS:  
735 Anderson Hill Rd,  
Purchase, NY 10577

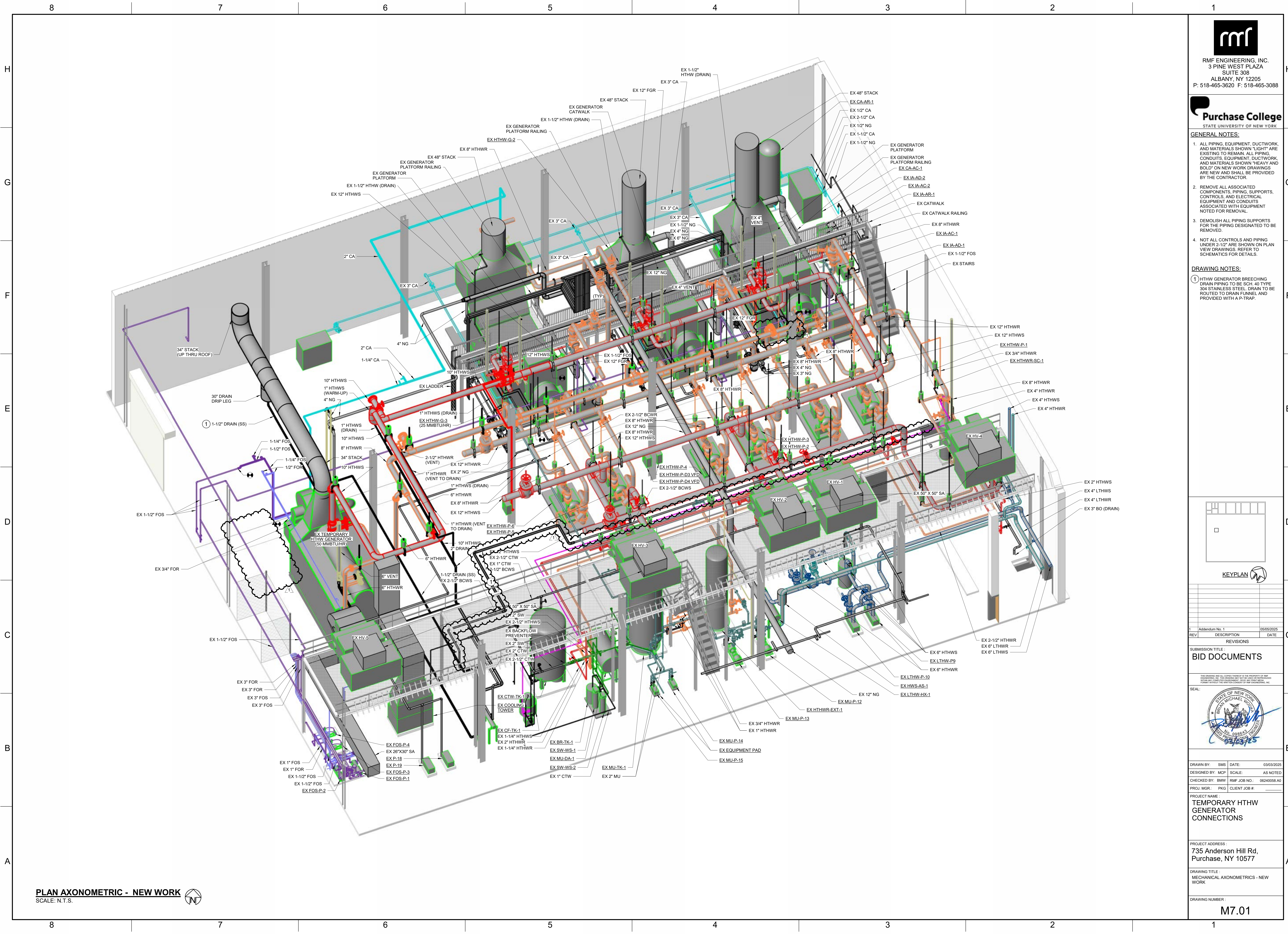
DRAWING TITLE:  
MECHANICAL - PLANT FLOOR 12-30' - NEW WORK

DRAWING NUMBER:  
**M1.01**



Autodesk Docs: 00540089AU-SUNY Purchase Rehabilitate High Temporal 06240089AU\_MECH\_P22\_B360\_ECA Temp Gen v1

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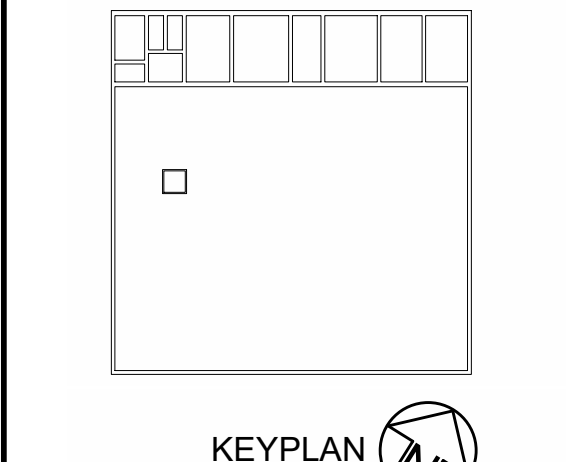
PLAN AXONOMETRIC - NEW WORK  
SCALE: N.T.S.



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- DRAWING NOTES:**
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REVISIONS	
REV	DESCRIPTION
1	Addendum No. 1

SUBMISSION TITLE:  
**BID DOCUMENTS**



DRAWN BY: SMS DATE: 03/03/2025  
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PROJ. MGR.: PKG CLIENT JOB #:

PROJECT NAME:  
**TEMPORARY HTHW GENERATOR CONNECTIONS**

PROJECT ADDRESS:  
735 Anderson Hill Rd,  
Purchase, NY 10577

DRAWING TITLE:  
MECHANICAL AXONOMETRICS - NEW WORK

DRAWING NUMBER:  
**M7.01**









**Johns Manville**

## Peak Advantage Guarantee



### Building Owner

State University Construction Fund  
Albany, NY 12201

### Building Name

Service Bldgs 38,38A,39  
735 Anderson Hill Rd

**Guarantee Number:** ANM101081882

Purchase, NY 10577

### Approved Roofing Contractor

Dimitri Enterprises Inc  
135 58th Street, 2nd Floor

**Date of Completion:** 5/27/2011

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

Brooklyn, NY 11220

**Years** 20

**\$**  
No Dollar Limit

### Coverage

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

**Total Squares:** 346

**Membrane Spec. and Type**

: 2PID, 2PID, 2PID

SBS

**Insulation Type**

: TNRG, RFB, None, TNRC

**Accessories (Type and Quantity)**

:

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, including any amendments thereto.

Johns Manville\* guarantees to the original Building Owner that during the Term commencing with the Date of Completion (as defined above), JM will pay for the materials and labor reasonably required in Johns Manville's sole and absolute discretion to 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 Johns Manville component materials of the Roofing System, or workmanship deficiencies only to the extent they arise solely out of the application of the Roofing System. Non-leaking blisters are specifically excluded from coverage. Should any investigation or inspection reveal the cause of a reported leak to be outside the scope of coverage under this Guarantee, then all such investigation and inspection costs shall be borne solely by the Building Owner.

### WHAT TO DO IF YOUR ROOF LEAKS

If you should have a roof leak please refer to directions on the reverse side. Failure by the Building Owner to comply with any of the directions on the reverse side of this document will render the coverage provided under this Guarantee, including any applicable amendments and/or riders, null and void.

### LIMITATIONS AND EXCLUSIONS

This Guarantee is not a maintenance agreement or an insurance policy; therefore, routine inspections and maintenance are the Building Owner's sole responsibility (see reverse side of this document). Failure to follow the Maintenance Program on the reverse side of this document will void the Guarantee in its entirety. This Guarantee does not obligate JM to repair or replace the Roofing System, or any part of the Roofing System, for leaks or appearance issues resulting, in whole or in part, from one or more of the following: (a) natural disasters including but not limited to the direct or indirect effect of lightning, flood, hail storm, earthquake, tornadoes, hurricanes or other extraordinary natural occurrences and/or wind speeds in excess of 55 miles per hour; (b) misuse, abuse, neglect or negligence; (c) installation or material failures other than those involving the component materials expressly defined above as the Roofing System or exposure of the Roofing System components to damaging substances such as oil, fertilizers, or solvents or to damaging conditions such as vermin; (d) any and all (i) changes, alterations, repairs to the Roofing System, including, but not limited to, structures, penetrations, fixtures or utilities (including vegetative and solar overlays) based upon or through the Roofing System as well as any (ii) changes to the Building's usage that are not pre-approved in writing by JM; (e) failure of the Building substrate (mechanical, structural, or otherwise and whether resulting from Building movement, design defects or other causes) or improper drainage; (f) defects in or faulty/improper design, specification construction or engineering of the Building or any area over which the Roofing System is installed; (g) defects in or faulty/improper architectural, engineering or design flaws of the Roofing System or Building, including, but not limited to, design issues arising out of improper climate or building code compliance; or (h) in instances of a recover project, Johns Manville is not responsible for the performance of pre-existing materials that predated the recover. Instead, Johns Manville's sole responsibility in recover systems where JM materials are adhered to existing materials is limited to the installed recover JM Roofing materials up to the wind speed listed herein. Guarantee coverage is limited to replacing recover JM Roofing materials only (and not the pre-existing materials - which is the Owner's responsibility) as required to return the roofing system to a watertight condition due to a claim covered under the terms and conditions herein. Johns Manville is not responsible for leaks, injuries or damages resulting from any water entry from any portion of the Building structure not a part of the Roofing System, including, but not limited to, deterioration of the roofing substrate, walls, mortar joints, HVAC units and all other non-Johns Manville materials and metal components. Moreover, the Building Owner is solely and absolutely responsible for any removal and/or replacement of any overburden, super-strata or overlays, in any form whatsoever, as reasonably necessary to expose the Roofing System for inspection and/or repair.

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, has no effect - and JM is under no obligation whatsoever to perform any services/work.

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. In any action or proceeding brought against the Building Owner to enforce this Guarantee or to collect costs due hereunder, Johns Manville shall be entitled to recover its reasonable costs, expenses and fees (including expert witness' fees) incurred in any such action or proceeding, including, without limitation, attorneys' fees and expenses, and the Building Owner shall pay it.

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 AND/OR OCCUPANTS, LOSS OF TIME OR PROFITS OR ANY INCONVENIENCE, INJURY. JM SHALL NOT BE LIABLE FOR ANY CLAIM MADE AGAINST THE BUILDING OWNER BY ANY THIRD PARTY AND THE BUILDING OWNER SHALL INDEMNIFY AND DEFEND JM AGAINST ANY CLAIM BROUGHT BY ANY THIRD PARTY AGAINST JM RELATING TO OR ARISING OUT OF THE ROOFING SYSTEM OR JM'S OBLIGATIONS UNDER THIS GUARANTEE. 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. THIS GUARANTEE DOES NOT COVER, AND EXPLICITLY EXCLUDES, ANY AND ALL INJURIES, CLAIMS AND/OR DAMAGES RESULTING, IN WHOLE OR IN PART, FROM ANY WATER ENTRY FROM ANY PORTION OF THE BUILDING STRUCTURE INCLUDING, BUT NOT LIMITED TO, THE ROOFING SYSTEM.

"Continued on next page"



# Maintenance Program

In order to continue the coverage of this Guarantee, the following Maintenance Program must be implemented and followed:

1. Building Owner must notify JM Guarantee Services Unit (see below) immediately upon discovery of the leak and in no event later than ten (10) days after initial discovery of the leak, time being of the essence. Failure of the Building Owner to provide timely notice to JM Guarantee Services of any leak is a material ground for termination of the Guarantee.
2. In response to timely notice, JM will arrange to inspect the Roofing System, and
  - (i) If, in JM's sole and absolute opinion, the leak(s) is/are the responsibility of JM under this Guarantee (see Limitations and Exclusions), then JM will take prompt appropriate action to return the Roofing system to a watertight condition, or
  - (ii) If, in JM's sole and absolute opinion, the leak(s) is/are not the responsibility of JM under this Guarantee, then JM will advise the Building Owner within a reasonable time of the minimum repairs that JM believes are required to return the Roofing System to a watertight condition. If the Building Owner, at his expense, promptly and timely makes such repairs to the Roofing System (time being of the essence) then this Guarantee will remain in effect for the unexpired portion of its Term. Failure to make any of these repairs in a timely and reasonable fashion will void any further obligation of JM under this Guarantee as to the damaged portion of the Roofing System as well as any other areas of the Roofing System impacted by such failure.
3. In the event an emergency condition exists which requires immediate repair to avoid damage to the Building, its contents or occupants, then Building Owner may make reasonable, essential temporary repairs. JM will reimburse Building Owner for those reasonable repair expenses only to the extent such expenses would have been the responsibility of JM under the Guarantee.

There are a number of items not covered by this Guarantee that are the sole, exclusive responsibility of the Building Owner. In order to ensure that your new roof will continue to perform its function and to continue JM's obligations under the Guarantee, you must examine and maintain these items on a regular basis:

- Maintain a file for your records on this Roofing System, including, but not limited to, this Guarantee, invoices, and subsequent logs of all inspections performed and repairs that are made to the Roofing System.
- Inspect your Roofing System at least semi-annually. This is best done in the Spring, after the Roofing System has been exposed to the harsh winter conditions, and, in the Fall after a long hot summer. It is also a good idea to examine the Roofing System for damage after severe weather conditions such as hailstorms, heavy rains, high winds, etc.
- Since these types of Roofing Systems typically have a low slope, they are easily examined. However, care must be taken to prevent falling and other accidents. JM expressly disclaims and assumes no liability for any inspections performed on the Roofing System.

## When checking the Roofing System:

- Remove any debris such as leaves, small branches, dirt, rocks, etc. that have accumulated.
- Clean gutters, down spouts, drains and the surrounding areas. Make certain they allow water to flow off the Roofing System. Positive drainage is essential.
- Examine all metal flashings and valleys for rust and damage that may have been caused by wind or traffic on the Roofing System, and make certain they are well attached and sealed. Any damaged, loose, or poorly sealed materials must be repaired by a JM Approved Roofing Contractor only.
- Examine the areas that abut the Roofing System. Damaged masonry, poorly mounted counter flashing, loose caulking, bad mortar joints, and any loose stone or tile coping can appear to be a membrane leak. Have these items repaired by a JM Approved Roofing Contractor if found to be defective.
- Examine the edges of the Roofing System. Wind damage often occurs in these areas. Materials that have been lifted by the wind need to be corrected by a JM Approved Roofing Contractor.
- Examine any roof top equipment such as air conditioners, evaporative coolers, antennas, etc. Make certain they do not move excessively or cause a roof problem by leaking materials onto the Roofing System.
- Check the building exterior for settlement or movement. Structural movement can cause cracks and other problems which in turn may lead to leaks in your Roofing System.
- Examine protective coatings; any cracked, flaking, or blistered areas must be recoated.

## Protecting your investment:

- Avoid unnecessary roof top traffic.
- If you allow equipment servicemen to go onto the Roofing System, advise them to be careful. Dropped tools, heavy equipment, etc. can damage the membrane. Log all such trips to the Roofing System.
- Do not allow service personnel to make penetrations into the Roofing System; these are to be made only by a JM Approved Roofing Contractor.

All the terms and conditions of this Guarantee shall be construed under the internal law of the state of Colorado without regard to its conflicts of law principles. Invalidity or unenforceability of any provisions herein shall not affect the validity or enforceability of any other provision which shall remain in full force and effect to the extent the main intent of the document is preserved.

This form is not to be copied or reproduced in any manner. This Guarantee is valid only in the United States of America.

## Guarantee Services Unit

Johns Manville, Guarantee Services Unit, 10100 West Ute Ave., Littleton, CO 80127 (shipping address)  
Johns Manville, Guarantee Services Unit, P.O. Box 625001, Littleton, CO 80162-5001 (mailing address)

## Guarantee Services Number

(800) 922-5922  
E-mail: [gsu@jm.com](mailto:gsu@jm.com)  
[www.jm.com/roofing](http://www.jm.com/roofing)

"Continued on next page"



## Peak Advantage Guarantee

**Building Owner**

State University Construction Fund  
Albany, NY 12201

**Building Name**

Service Bldgs 38,38A,39  
735 Anderson Hill Rd

**Guarantee Number:** ANM101081882

Purchase, NY 10577

**Approved Roofing Contractor**

Dimitri Enterprises Inc  
135 58th Street, 2nd Floor

Brooklyn, NY 11220

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 and absolute discretion only after receiving satisfactory information and 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.

Please see Addendum to this Guarantee.



By : Fred Stephan  
Title : Vice President & General Manager  
Roofing Systems Group



Attorney-in-Fact



# Maintenance Program

In order to continue the coverage of this Guarantee, the following Maintenance Program must be implemented and followed:

4. Building Owner must notify JM Guarantee Services Unit (see below) immediately upon discovery of the leak and in no event later than ten (10) days after initial discovery of the leak, time being of the essence. Failure of the Building Owner to provide timely notice to JM Guarantee Services of any leak is a material ground for termination of the Guarantee.
5. In response to timely notice, JM will arrange to inspect the Roofing System, and
  - (iii) If, in JM's sole and absolute opinion, the leak(s) is/are the responsibility of JM under this Guarantee (see Limitations and Exclusions), then JM will take prompt appropriate action to return the Roofing system to a watertight condition, or
  - (iv) If, in JM's sole and absolute opinion, the leak(s) is/are not the responsibility of JM under this Guarantee, then JM will advise the Building Owner within a reasonable time of the minimum repairs that JM believes are required to return the Roofing System to a watertight condition. If the Building Owner, at his expense, promptly and timely makes such repairs to the Roofing System (time being of the essence) then this Guarantee will remain in effect for the unexpired portion of its Term. Failure to make any of these repairs in a timely and reasonable fashion will void any further obligation of JM under this Guarantee as to the damaged portion of the Roofing System as well as any other areas of the Roofing System impacted by such failure.
6. In the event an emergency condition exists which requires immediate repair to avoid damage to the Building, its contents or occupants, then Building Owner may make reasonable, essential temporary repairs. JM will reimburse Building Owner for those reasonable repair expenses only to the extent such expenses would have been the responsibility of JM under the Guarantee.

There are a number of items not covered by this Guarantee that are the sole, exclusive responsibility of the Building Owner. In order to ensure that your new roof will continue to perform its function and to continue JM's obligations under the Guarantee, you must examine and maintain these items on a regular basis:

- Maintain a file for your records on this Roofing System, including, but not limited to, this Guarantee, invoices, and subsequent logs of all inspections performed and repairs that are made to the Roofing System.
- Inspect your Roofing System at least semi-annually. This is best done in the Spring, after the Roofing System has been exposed to the harsh winter conditions, and, in the Fall after a long hot summer. It is also a good idea to examine the Roofing System for damage after severe weather conditions such as hailstorms, heavy rains, high winds, etc.
- Since these types of Roofing Systems typically have a low slope, they are easily examined. However, care must be taken to prevent falling and other accidents. JM expressly disclaims and assumes no liability for any inspections performed on the Roofing System.

## When checking the Roofing System:

- Remove any debris such as leaves, small branches, dirt, rocks, etc. that have accumulated.
- Clean gutters, down spouts, drains and the surrounding areas. Make certain they allow water to flow off the Roofing System. Positive drainage is essential.
- Examine all metal flashings and valleys for rust and damage that may have been caused by wind or traffic on the Roofing System, and make certain they are well attached and sealed. Any damaged, loose, or poorly sealed materials must be repaired by a JM Approved Roofing Contractor only.
- Examine the areas that abut the Roofing System. Damaged masonry, poorly mounted counter flashing, loose caulking, bad mortar joints, and any loose stone or tile coping can appear to be a membrane leak. Have these items repaired by a JM Approved Roofing Contractor if found to be defective.
- Examine the edges of the Roofing System. Wind damage often occurs in these areas. Materials that have been lifted by the wind need to be corrected by a JM Approved Roofing Contractor.
- Examine any roof top equipment such as air conditioners, evaporative coolers, antennas, etc. Make certain they do not move excessively or cause a roof problem by leaking materials onto the Roofing System.
- Check the building exterior for settlement or movement. Structural movement can cause cracks and other problems which in turn may lead to leaks in your Roofing System.
- Examine protective coatings; any cracked, flaking, or blistered areas must be recoated.

## Protecting your investment:

- Avoid unnecessary roof top traffic.
- If you allow equipment servicemen to go onto the Roofing System, advise them to be careful. Dropped tools, heavy equipment, etc. can damage the membrane. Log all such trips to the Roofing System.
- Do not allow service personnel to make penetrations into the Roofing System; these are to be made only by a JM Approved Roofing Contractor.

All the terms and conditions of this Guarantee shall be construed under the internal law of the state of Colorado without regard to its conflicts of law principles. Invalidity or unenforceability of any provisions herein shall not affect the validity or enforceability of any other provision which shall remain in full force and effect to the extent the main intent of the document is preserved.

This form is not to be copied or reproduced in any manner. This Guarantee is valid only in the United States of America.

## Guarantee Services Unit

Johns Manville, Guarantee Services Unit, 10100 West Ute Ave., Littleton, CO 80127 (shipping address)  
Johns Manville, Guarantee Services Unit, P.O. Box 825001, Littleton, CO 80162-5001 (mailing address)

## Guarantee Services Number

(800) 922-5922

E-mail: [gsu@jm.com](mailto:gsu@jm.com)

[www.jm.com/roofing](http://www.jm.com/roofing)



**Peak Advantage Guarantee****Building Owner**

State University Construction Fund  
Albany, NY 12201

**Addendum****Building Name**

Service Bldgs 38,38A,39  
735 Anderson Hill Rd

**Guarantee Number:** ANM101081882

Purchase, NY 10577

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Brooklyn, NY 11220

This Wind Speed Rider is an addendum to Johns Manville Guarantee Number ANM101081882. This Wind Speed Rider is expressly limited in scope to obligate Johns Manville to address leaks, damage and/or blow offs to the existing Roofing System at the Building (if any) that result exclusively from wind speeds up to and including 90 mph as measured using the three-second gust wind speed measurement technique.

The terms of this Wind Speed Rider are subject to the conditions and limitations described both herein and in Guarantee Number ANM101081882, including, but not limited to, the exclusion of Johns Manville's liability for incidental and/or consequential damages to the Building upon which the Roofing System is affixed, its structure, its tenants (if any) and/or its contents (which limitations and conditions are expressly adopted and incorporated herein by this reference).

The applicable wind speed shall be determined over the lifespan of the Guarantee from the National Climatic Data Center facility located nearest to the above-identified Building Address.

This Wind Speed Rider shall not obligate Johns Manville to either address or to make any repairs to any leaks, damage and/or blow offs either resulting from or due to, either solely or collectively, the following events:

- i. Failure of any portion of the building structure, any deck substructure, or the roof decking itself including any lightweight concrete fill. Examples of structural and roof decking components include, but are not limited to joists, deck puddle welds, deck fasteners, clips, nails, beams, and/or EPS fill. Failure of the roof deck automatically renders this rider null and void whether directly causing any failure of the roofing system or not.
- ii. Failure of any portion of the perimeter wood blocking or shop fabricated metal edge on the Building.
- iii. Tornadoes or microbursts.
- iv. Any and all wind borne debris.
- v. An occasion where, at any point in time over the lifespan of the roofing system and/or Guarantee, a wind event exceeds 90 mph. In such instance, this Wind Speed Rider and the original Guarantee are both automatically null and void without the need for any notice to the building Owner.
- vi. The Building Owner's failure at any time to properly maintain the roofing system at the Building in accordance with Johns Manville's Maintenance Program outlined on the back of the original Guarantee ANM101081882. Failure to properly maintain the Building Roofing System in accordance with the Johns Manville Maintenance Program shall automatically render this Wind Speed Rider and the original Guarantee null and void, without the need for any notice to the Building Owner.
- vii. The Building Owner is responsible for reporting to Johns Manville any wind event in excess of 72 mph ("Qualifying Wind Event") within 30 days, time being of the essence, in order to have the Roofing System inspected by a Johns Manville representative for a fee - which the Building Owner shall pay. Failure by the Owner to (1) notify Johns Manville of the Qualifying Wind Event within the prescribed period; (2) have the Roofing System inspected; or (3) pay Johns Manville for the inspection, shall automatically render this Wind Speed Rider and the original Guarantee null and void, without the need for any notice to the building Owner.

Johns Manville does not practice either engineering or architectural services and expressly disclaims all liability for any design or engineering related issues. As such, it is the Building Owner's sole and ultimate responsibility to (1) design and engineer the perimeter blocking attachment protocol; (2) verify that the perimeter blocking attachment protocol has been followed; (3) verify the sufficiency of the design or engineering of any of the structural components of your building, including the roofing deck, to withstand the structural load cause by a wind velocity or uplift pressure not exceeding the maximum wind velocity stated in this rider or uplift pressure generated by that velocity when calculated in accordance with ASCE 7-05; (4) verify that any upgrades to the roof decking required by the specified roofing system have been made.

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.



Attorney-in-Fact



Pre-Bid Sign-In: Tuesday, April 22, 2025 @ 10am

[illegible]