



**ADDENDUM #2**  
**REQUEST FOR BIDS**  
**No. 2016-008**

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**Effective:** October 8, 2015

**Project:** Casey Community Center Interior Renovations

**Issued By:** Sunil Prithviraj, Capital Projects Program Manager  
Department of Public Works  
800 Rabbit Road  
Gaithersburg, Maryland 20878

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This Addendum is incorporated into and made part of Request for Bids 2016-008. Below are the questions submitted by Bidders and the City's answers thereto for the above named project. The City is not responsible for the content of questions and has provided the most comprehensive answers based on interpretation of the questions.

**Q 1. Please, provide us with the detailed wall section or sketch for the new wall additions. If it is already provided, please, direct us where it is on the drawings?**

A: Sheet Numbers A100 and A601 of Exhibit A (Drawings) of the Solicitation (hereinafter referred to as "Exhibit A") have been amended pursuant to Amendment #2, dated October 8, 2015, such that Sheet Number A601 now includes the partition types and Sheet Number A100 now includes the partition type tags in the floorplan. Amendment #2 may be obtained on the City's procurement webpage at: <http://www.gaithersburgmd.gov/government/procurement/current-bids>.

**Q 2. In order to maintain the current and existing warranties on the various trades, please, provide us the names and contact information of the subcontractors that worked or having an outstanding warranty on the building?**

A: The roof is under warranty; the warranty information is incorporated herein and attached hereto. The name and contact information for the roofing contractor is as follows:

Ruff Roofers, Inc.  
1420 Knecht Avenue  
Baltimore, MD 21227  
Phone: 410-242-2400

**Q 3. On Sheet A400, Item #3 states to store Fridge/Freezer for Relocation. On sheet A200 Items #3 states Install new Fridge/freezer. Is it new or relocated? If new please provide manufacturer and model #.**

A: The existing fridge/freezer will be relocated from the kitchen to the new storage room, left of the conference room. The kitchen will get a new fridge/freezer; the design intent is to select the same make and model of the existing fridge/freezer. Refer to Exhibit B (Specifications) of the Solicitation (hereinafter referred to as "Exhibit B") for product literature.

**Q 4. On Sheet A300, Detail 4 Baffle Connection, What is the support needed for this connection? Are we to penetrate existing rafter?**

A: Sheet Number A300 of Exhibit A has been amended pursuant to Amendment #2, mentioned hereinabove. The channel, from which the baffle is suspended, will be attached with a screw at each rafter.

**Q 5. Refer to sheet A002, General Note 20 which states" all exposed raw wood shall be sealed/painted with a lead-free, non-metallic, easy cleanable paint." Please confirm that only affected immediate areas of construction should be considered?**

A: General Note 20 of Sheet Number A002 of Exhibit A refers to those areas which may be affected by the construction.

**Q 6. Refer to sheet A003. Please advise/confirm that samples and shop drawings should be included in our bid proposal?**

A: The submittals and shop drawings described in Sheet Number A003 of Exhibit A do not need to be included in the Bid Proposal; however, if the Bidder is proposing any variation in products, then product specifications must be included in the Bidder's Bid Proposal.

**Q 7. Refer to sheet A102. During the site walk it was mentioned that the roof was replaced in the recent years. Could you please provide us with the roofing company that installed the roof system? In order to maintain the roof warranty on such.**

A: Refer to Q2 above.

**Q 8. Refer to sheet A200 and sheet A600. Please confirm that GC is to provide the new ice cube machine listed with the approbate bin, B-570?**

A: Correct, the new ice cube machine is to be installed with the bin. Refer to the product literature in Exhibit B.

**Q 9. Refer to sheet A600. The furniture schedule specifies (2) Huddle Tables by HON. Please advise on the following: Will the tables have T-mold or a flat edge, fixed T-leg, flip top or post leg, lastly has a color been decided on the finishes for the tables as well as for the chairs?**

A: The tables will have: flat edges, flip tops, and lockable casters; colors will be finalized in the pre-construction meeting.

**Q 10. Refer to sheet A400 Demolition Key Note 1 states to remove existing window and saw cut CMU wall below from sill to floor. Nonetheless, Sheet A401 shows in the kitchen plan enlarged that the opening will be closed but no section detail has been provided or note specifying the material for the fill in. Please advise?**

A: Any plant that must be removed due to construction must be replaced with a similar plant (sapling or older) in the same location.

**Q 11. Refer to sheet A401 New Work Key Note 16, which stated to provide "new quartz based countertop with backsplash", there is no section detail that shows whether this countertop will be set on top of (more) casework, whether this countertop will require a metal cross member to be hidden within the wall or extra blocking for anchoring. Please advise if a section detail will be provided.**

A: The new quartz countertop will be mounted on top of new casework (see Sheet Number A201 of Exhibit A). The contractor: (i) shall provide adequate blocking to support the new casework and countertop; and (ii) shall provide for review, prior to placing an order, shop drawings based on the casework manufacturing system.

# **ROOF WARRANTY INFORMATION**

## 20 Year Standard Warranty

Warranty Serial No.: 0000003870-229611.1

### SIKA SARNAFIL ROOFING WARRANTY FOR COMMERCIAL BUILDING

Building Owner: The City of Gaithersburg  
Building Name: Casey Community Center  
Building Address: 810 South Frederick Avenue  
Gaithersburg, MD 20877  
Applicator: Ruff Roofers, Inc., 1420 Knecht Avenue, Baltimore, MD 21227 Telephone: (410) 242-2400  
Date of Substantial Completion: 8/5/2011 Date of Inspection: 8/5/2011 By: Nick Musel  
Building/Area Name: 1/12 Area  
Used As: COMMERCIAL - PUBLIC BUILDINGS Area Warranted: 641 sq. ft.  
Building/Area Name: 1.5/12 and 3/12 Area  
Used As: COMMERCIAL - PUBLIC BUILDINGS Area Warranted: 1,230 sq. ft.

Sika Sarnafil warrants to the owner of the building described above ("Owner"), that subject to the terms, conditions, and limitations stated herein, Sika Sarnafil will repair leaks originating from the Sarnafil Roofing Membrane or Sika Sarnafil Roofing Accessories installed according to Sika Sarnafil's Technical instructions by a Sika Sarnafil Authorized Roofing Applicator for a period of 20 (twenty) years commencing with the date of substantial completion of the installation of the Roofing Membrane.

#### TERMS, CONDITIONS, LIMITATIONS

- Owner shall notify Sika Sarnafil on the first business day immediately following the discovery of each leak in the Roofing System and confirm in writing within one week.
- If on Sika Sarnafil's inspection, Sika Sarnafil determines that the leak is caused by a defect in Sarnafil's Roofing Membrane or Accessory provided by Sika Sarnafil to the Applicator for this building or from a defect in the Sika Sarnafil Authorized Applicator's workmanship applied to that Sarnafil Membrane, except as provided in the following paragraph three (3) Owner's remedies and Sika Sarnafil's liability shall be limited to Sika Sarnafil's repair of the Roofing Membrane or Accessory.
- This warranty does not apply and may be null and void if any of the following occur:
  - The Roofing Membrane or Accessory is damaged by a natural disaster including, but not limited to, earthquake, lightning, hail, windstorm in excess of 90 mph (145 km/h), hurricane, or tornado, or:
  - The Roofing Membrane or Accessory is damaged by any act of negligence, accident, or misuse including, but not limited to, vandalism, falling objects, civil disobedience, or act of war, or:
  - A deficient pre-existing condition or equipment is causing water entry, or:
  - Metal work or other accessories or equipment is used in the Roofing and causes leaks, or:
  - There are any alterations or repairs made on or through the completed roof, or objects such as but not limited to fixtures, equipment, or structures are placed on or attached to the completed roof without first obtaining written authorization from Sika Sarnafil, or:
  - Failure by the Owner or his lessee to use reasonable care in maintaining the roof as described in the Owner's Guide provided with this warranty, including that of sealants and caulking, or:
  - Loss of integrity of the building envelope and, or structure including, but not limited to partial or complete loss of roof decking, wall siding, windows, doors or other envelope components or from roof damage by wind blown objects, or:
  - Condensation accumulates in the roof assembly due to incorrect design or due to a reduction in the vapor barrier effectiveness, or:
  - A significant change in the use of the building by the Owner or his lessee expected by Sika Sarnafil to effect the Roofing Membrane as originally installed, or:
  - The Roofing Membrane is damaged by contaminates and/or spills, or:
  - Deficient design applied to the Roofing Membrane such as membrane contact with incompatible materials and/or substrates, or:
  - The Owner fails to comply with every term and condition stated herein.
- During the period of this warranty, Sika Sarnafil, its agents and employees, shall have free access to the roof during regular business hours.
- Should the Roofing Membrane be concealed, the cost of exposure of the Roofing Membrane for purposes of Sika Sarnafil's investigation and/or repair, such as removal and replacement of any paving or overburden, shall be the Owner's responsibility.
- Sika Sarnafil shall have no obligation under this warranty until all invoices for materials, installation, and services have been paid for in full.
- Sika Sarnafil's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision.
- This warranty is extended solely and exclusively to the owner of the Building at the time the Sarnafil Roofing System is installed. It does not extend nor is it otherwise assignable or transferable to any other party unless approved in advance and in writing by Sika Sarnafil and the costs to process the transfer and to inspect and repair the Sika Sarnafil Roofing System, if necessary, are paid for by the original owner.
- The Owner and Sika Sarnafil hereby agree that any and all claims (contractual, statutory, common law or otherwise), disputes, or suits that in any way, directly or indirectly, arise out of or relate to this Warranty, or the alleged breach thereof, or to any contracts between the owner and Sika Sarnafil, or the alleged breach thereof, or to the design, manufacture, sale, distribution, installation, and/or inspection of the Sika Sarnafil Roofing System, shall first be submitted to non-binding mediation before a neutral mediator jointly selected by the parties or, in the absence of agreement, as designated by the American Arbitration Association. In the absence of resolution by mediation, all such claims shall be settled by arbitration by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules. Any such mediation and/or arbitration shall take place in Boston, Massachusetts. This Warranty, and any claims, disputes or suits between the parties hereto shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Massachusetts.
- THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. THE REMEDIES STATED HEREIN ARE EXCLUSIVE REMEDIES AND SIKA SARNAFIL SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES INCLUDING THE PRESENCE OF MOLDS, FUNGI, BACTERIA, SPORES, MYCOTOXINS OR THE LIKE OR FURTHER LOSS OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DAMAGE TO THE BUILDING ON WHICH THE COMPONENTS OF THE ROOF ARE SITUATED, DAMAGE TO THE CONTENTS THEREOF, LOSS OF USE OF THE BUILDING OR ANY COMPONENT PART THEREOF, OR DAMAGE TO ANY OTHER PROPERTY OR PERSONS.**

NO REPRESENTATIVE OF SIKA SARNAFIL HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN.

issued By: Brian Winean This Warranty is Effective From: 8/5/2011  
Authorized Signature:  Through: 8/5/2031  
Title: Senior Vice President Date: 10/12/2011



Sika Sarnafil, A Division of Sika Corporation, 100 Dan Road, Canton, MA 02021  
Tel.: 800-451-2502, Fax: 781-828-5365, www.sikacorp.com

**Sarnafil**®

**Metal-Fab Manufacturing, LLC**  
**Fluropon Coil Coating**  
**20-Year Limited Warranty**

1. Metal-Fab Manufacturing, LLC warrants for a period of 20-years after shipment of painted panels that Metal-Fab's standard-color, Fluropon coil coatings, when applied over paint manufacturer's primer on G-90 HDG steel, Galvalume®, Galfan, and aluminum substrates will not change color more than 5 E A.S.T.M. D-4214 rating, nor peel, crack, check, chip, or erode to base metal. Color change determination shall be made on a washed section of the exposed panel in accordance with A.S.T.M. D-2244-79.
2. This Limited Warranty applies to building panels and accessories which are used exclusively within the Continental United States and are exposed only to normal atmospheric conditions. This Limited Warranty covers normal wear and tear and defects in the manufacture and application of the coating. The Limited Warranty does not apply if panels have been exposed to pollutants, corrosive substances, chemical fumes, acid rain or salt spray or if the coating on the panels has been damaged due to scratches, falling objects, abuse or vandalism, birds, insects or animals, construction traffic or equipment on the roof, damage resulting from fabrication, embossing or installation operations, corrosion, damage resulting from packaging, storage or transport, standing water or grease in non-vertical applications, or any other physical damage to the panels or causes beyond the control of Metal-Fab Manufacturing, LLC.
3. This warranty will only be effective if normal maintenance and cleaning practices are followed in maintaining and cleaning dirt, salt accumulation and other foreign matter from the coated metal. Ferrous shavings or drillings will rust or stain finish; failure to remove same immediately shall be in no manner the liability of Metal-Fab.
4. Metal-Fab's liability under this warranty will be limited to refinishing or replacing any panel found to be not in compliance with this warranty, at Metal-Fab's sole option. Refinishing of the failed coated metal shall be performed by using standard finishing practices and materials (not Fluropon coatings). In no event shall Metal-Fab's responsibility exceed the cost of refinishing or replacing the defective material. Metal-Fab will, in all cases, be the sole judge as to whether refinishing or replacement of the failed areas is required to fulfill its obligation under this Limited Warranty and always reserves the right to approve and/or negotiate any contract for any such work not performed by Metal-Fab.
5. This Limited Warranty will not be extended by any refinished or replaced panel supplied under this warranty, and the remaining warranty period shall continue in effect from the original panel purchase date and said refinished or replaced panels will be applicable to the terms and conditions of this Limited Warranty.
6. All claims made under this Limited Warranty must be presented to Metal-Fab, in writing, during the warranty period and within thirty (30) days after discovery of any warranted defect covered by this warranty. Each claim shall include the original order number, date of shipment and date of installation of the allegedly defective panel. Time is of the essence and failure to give written notice within the specified time shall release Metal-Fab from any obligations under this Limited Warranty.

Metal-Fab must also be given a reasonable opportunity to an on-site inspection of the allegedly defective panel to ascertain the cause and choose the corrective action to be taken. In the event of a claim under this warranty, Owner shall demonstrate that the alleged defect or condition covered by this warranty was due to a breach of the warranty stated herein.

7. THIS LIMITED WARRANTY IS GIVEN AS THE EXCLUSIVE WARRANTY AND REMEDY, AND METAL-FAB DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, METAL-FAB SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE OWNER'S EXCLUSIVE REMEDY SHALL BE THAT SET FORTH IN PARAGRAPH 4 FOR ANY CLAIM OF LIABILITY RELATING TO THE COATINGS UNDER NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTY, OR ANY OTHER LEGAL THEORY.
8. Limitation of liability - Metal-Fab shall have no liability to any person for incidental, consequential or special damages of any description, whether arising out of warranty or other contract, negligence or other tort, or otherwise. The parties expressly agree that the limitations set forth herein are agreed allocations of risk and shall survive the determination of any court of competent jurisdiction that the remedy provided herein fails of its essential purpose.
9. This Limited Warranty is extended to owner alone, and is nontransferable nor nonassignable, and may not be modified or enlarged in its scope by any representative, salesman, agent, or other employee of Metal-Fab. Owner shall not permit anyone to claim or imply that this Limited Warranty extends to anyone other than the Owner. This condition is a material term of this Limited Warranty and its violation by Owner or its agents or representatives shall release Metal-Fab from its obligation hereunder.

This Limited Warranty shall be governed by and interpreted in accordance with the laws of the State of Maryland.

If Owner agrees to and accepts this warranty, such acceptance shall be indicated by signing and returning a copy of this document to Metal-Fab.

OWNER NAME: City of Gaithersburg

OWNER ADDRESS: 800 Rabbitt Road, Gaithersburg, MD 20878

OWNER ACCEPTANCE: \_\_\_\_\_

PROJECT: Casey Community Center

PROJECT LOCATION: 810 South Frederick Ave., Gaithersburg, MD 20877

METAL COLOR: Patina Green SQUARE FOOTAGE: 14,000

COMPLETION DATE: 06/06/2011

Metal-Fab Manufacturing  \_\_\_\_\_

Dated: July 25, 2011

Serial No. MFMRUF501700

MFMCW/REVISED FEBRUARY 2011