

December 16, 2019

City of Reading  
Larry Moyer  
815 Washington Street  
Reading, PA 19601

Re: PRJ #40925:City of Reading Fire Station 950 McKnight Street, Reading

Dear Larry,

Enclosed please find the Johns Manville Peak Advantage Warranty# ANE138026860, for the above project.

Please keep this documentation with your project files.

Thank you for your business. If you have any questions, please contact me at 610-678-8004 or 484-256-8198.

Sincerely,

*Pete Niven*

Pete Niven  
Vice President

Enclosure(s)



10100 W Ute Ave (80127)  
PO Box 625001  
Littleton, CO 80162-5001  
800-922-5922  
877-403-1747 Fax

Dear Building Owner:

Attached to this letter is the Peak Advantage® Roofing Systems Guarantee for the new roof recently installed on your building. We believe your building is now protected by one of the finest commercial roofing systems available on the market today. We appreciate the opportunity to provide you with a level of protection unmatched in the industry.

There are some things you should be aware of before you file this document away in a safe place:

1. This is NOT a maintenance agreement or an insurance policy. Johns Manville liability is strictly governed by the terms of the guarantee. If you have any questions about this Guarantee, contact Johns Manville Guarantee Services at the appropriate number given below.
2. You are required to perform routine maintenance on the roofing system to keep the coverage to the guarantee intact. For your convenience, a list of maintenance items is printed on the back of the guarantee.

We hope that you never experience any difficulty with your roofing system. If you do have a problem, you should contact Johns Manville Guarantee Services at the appropriate numbers provided. Please have the guarantee on hand so that we may more efficiently handle your inquiry.

Our Technical Services Department is staffed by some of the most experienced roofing professionals in the roofing industry. Please call on them for any questions you might have about commercial and industrial roofing and Johns Manville products.

Sincerely,

Eric Olson  
Manager, Guarantee Services  
Johns Manville Roofing Systems Group  
(800) 922-5922  
[gsu@jm.com](mailto:gsu@jm.com)  
[www.jm.com](http://www.jm.com)



**Johns Manville**

**Peak Advantage Guarantee**



**Building Owner:**  
City of Reading  
815 Washington St  
Reading, PA 19601-3690

**Guarantee Number:** ANE138026860  
**Expiration Date:** October 23, 2039  
**Job Name:** Riverside Fire Station  
**Date of Completion:** October 23, 2019

**Building Name:**  
Riverside Fire Station  
950 McKnight Street  
Reading, PA 19601

**Approved Roofing Contractor:**  
BACHMAN'S ROOFING BUILDING & REMODE  
36 SOUTH ELM STREET  
WERNERSVILLE, PA 19565

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

**Years:** 20 Year **\$** No Dollar Limit

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

**Total Squares:** 96

Sec.	Sqs.	Roof Type	Membrane Spec.	Insulation Type			Cover Board
				Layer 1	Layer 2	Layer 3	
1	96	EPDM	SE6A	Insulation Other - Tapered			

Accessories:	Type	Product Name	Quantity
	Expand-O-Flash (1) Style:		lin. ft.
	Expand-O-Flash (2) Style:		lin. ft.
	Expand-O-Flash (3) Style:		lin. ft.
	Fascia Style:		lin. ft.
	Copings Style:		lin. ft.
	Drains (1) Style:		ea.
	Vents Style:		ea.

These Johns Manville Guaranteed components are referred to above 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.

## 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). 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, tornados, 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 overburdens, 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.

No one is authorized to change, alter, or modify the provision of this Guarantee other than the Manager, Guarantee Services 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.



By: Joseph Smith  
Title: President Roofing Systems

**Addendum(s)**

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~ None ~

## Maintenance Program

The following Maintenance Program is recommended and should 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 should examine and maintain these items on a regular basis. All damage or leak investigation findings that are the direct result of non-covered maintenance items are the sole responsibility of the owner.

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

**Mailing Address:**  
Johns Manville  
Guarantee Services  
P.O. Box 625001  
Littleton, CO 80162-5001

**Shipping Address:**  
Johns Manville  
Guarantee Services  
10100 West Ute Avenue  
Littleton, CO 80127



## Preventative Maintenance Guidelines

*Ongoing and proper maintenance of the roofing system is part of a building owner's responsibility under the terms of the guarantee agreement. Only allow approved JM Peak Advantage® Contractors to maintain or perform repairs on a guaranteed roofing system.*



### Do's and Don't's of Roof Maintenance

**Do...**

- Perform inspections at least twice a year or as required by the guarantee. The ideal times to perform inspections are at the end of winter and the end of summer, when roofs have gone through the greatest amount of thermal stress (inspecting your roof for any trouble spots and to unclog drains in the spring and fall is also a good idea).
- Conduct additional inspections immediately after unusual occurrences such as heavy rains, high winds, hail, nearby fires, explosions, etc.
- Keep a file of all records and inspection reports relating to your roof.
- Advise equipment service personnel to be careful handling tools and heavy equipment on the roof. Log all such trips to the roof.
- Keep your roof clean and free of debris and contaminants.
- Establish a rooftop control policy. Keep access doors or hatches locked. Advise equipment service personnel to be careful.
- Keep roof drains free of debris.

**Don't...**

- Allow unqualified personnel to maintain your roof.
- Allow equipment service personnel to make penetrations into your roof; these are to be made only by an approved roofing contractor.
- Power-wash your roof. You may cause unintended damage!
- Puncture the membrane.
- Move heavy equipment across the roof.

### Cause and Effect



Split in water line leaking



Evidence of water ponding



Weeds growing in drain due to excess water



## Maintenance Checklist

To ensure the integrity of the roofing system, it is important to contact JM before any alterations are made. We encourage all alterations and repairs to be completed by a JM Peak Advantage Contractor to ensure they meet the high standards of JM and the requirements outlined in the guarantee.

Below is a checklist of things to look for while on your roof. Good roofing practice recommends these areas be inspected twice annually to ensure the roofing system integrity.

<b>Building Exterior</b>	
General Condition	Inspect all areas for signs of leaks and/or deterioration.
Walls	Inspect for deterioration, missing mortar and stains in walls indicating possible leaks.
Roof Edge – Coping Caps or Gravel Stop/Gutter Fascia	A coping is a covering for the top of a wall that is exposed to weather. It is usually sloped to shed water to the roof. Check for cracking, splits and mortar integrity. Replace any damaged, loose or cracked areas. Caulk joints if necessary.  inspect all surfaces for signs of leaks and/or deterioration.
<b>Building Interior</b>	
General Condition	Inspect all areas for signs of leaks and/or deterioration.
Walls	Inspect all surfaces for signs of leaks and/or deterioration.
Underside of Deck Ceilings	Inspect for stains, discoloration, spalled or rusted surfaces. Inspect for evidence of staining.
<b>Field of Roof</b>	
General Condition	Remove any debris such as leaves, small branches, dirt, rocks, etc. that have accumulated.
Surfacing	Minimize the amount of foot traffic on the roof whenever possible. Place walkway pads at roof entry areas and at rooftop equipment access panels.
Laps	Inspect the condition of membrane laps, if applicable.
<b>Drainage System</b>	
General Condition	Water should flow freely, unobstructed from the roof.
Gutters/Scuppers/Down Spouts/Drains	Remove any debris from inside and the surrounding areas. Make sure strainers and clamping rings are secure.
<b>Perimeter/Flashings</b>	
General Condition	Inspect attachment to make sure it remains watertight. All metal work must be caulked and watertight. Only JM metal is covered by the JM Peak Advantage Guarantee.
Base Flashing	Inspect for adequate fastening at top of the flashing. Check attachment to the substrate. Inspect vertical flashing, end laps and horizontal laps at membrane.
Counterflashing	Ensure that the counterflashing is well secured. Periodically remove and replace caulking to ensure watertight conditions. Only use commercial grade caulk suitable for rooftop application.
<b>Roof Top Units</b>	
General Condition	All roof penetrations are prone to leaks. All units should be installed using compatible roof materials and should be properly flashed. Be sure to have a JM Peak Advantage contractor assist in the installation and flashing of new rooftop equipment.
HVAC	Check condensation lines for positive drainage. Ensure they are flowing freely to roof drains. Condensation lines should rest on wood blocks or rubber supports and never directly on the roof surface. Ensure equipment is in good condition and working properly. Install protection/walkpads around perimeter of equipment that requires periodic maintenance.
Equipment Supports: Satellite Dishes, Signs, Antennas, etc.	Properly support all heavy equipment on vertical curbs. All vertical curbs should be properly flashed and covered with a metal cap. Use protection/walkpads below all lightweight horizontal wood equipment supports.
Lightning Protection Equipment Flashing	Should not penetrate the roof surface. Ensure there are no overly loose or dangling cables. Ensure equipment base flashings are secure, watertight and counterflashed.
<b>Penetrations</b>	
General Condition	Do not allow exhaust fats, petroleum or other chemicals or contaminants directly onto the roof. Contact JM if any chemicals or service fluids come into contact with the roofing system.
Pipes and Vents Penetration Pan/ Pitch Pocket	Inspect the lap at membrane and vertical lap. Ensure that the top to the flashing is secured and caulked properly. An enclosure made of sheet metal, rubber or other material used to flash penetrations through a roof system. Often a source of leaks. Must be topped-off annually with compatible sealer.
<b>Expansion Joints</b>	
	A structural separation between two building elements that allows free movement between the elements without damage to the building or roofing system. Check for excessive movement or deterioration. Check all end laps and repair or replace lap splice as necessary. JM Expand-O-Flash expansion joints are covered under the terms of the JM Peak Advantage Guarantee.

RS-7395 6-08 (New)

