

June 10, 2019

PROJECT: Roof Replacement at Ross N Robinson Middle School

Dear Prospective Bidder:

You are invited to submit a price proposal for the above project. A copy of the Invitation to Bid, Bid Proposal Form, Compliance Affidavit Form (must be notarized) and Envelope Cover Sheet, are included in the attached bid packet. A bid bond <u>will be</u> required and must be included with the bid proposal to be accepted. Proposals <u>must be</u> submitted on the forms provided by the City. Thank you for your interest in working with the City of Kingsport.

If there are any questions, please contact me via email <u>vramey@k12k.com</u>.

Sincerely,

Michelletam

Michelle Ramey Asst. Procurement Manager

Attachments

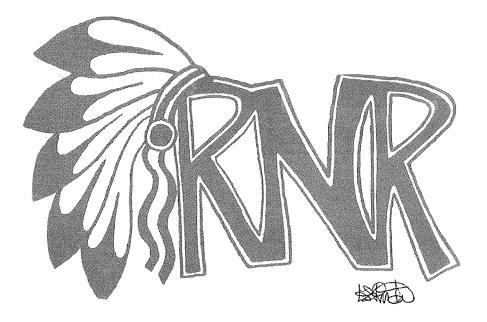
**PROJECT MANUAL** GENERAL CONSTRUCTION

June 2019

**ROOF REPLACEMENT** 

## **ROSS N. ROBINSON MIDDLE SCHOOL**

1517 JESSEE STREET KINGSPORT, TENNESSEE



SET NUMBER \_\_\_\_\_

**PROJECT NUMBER • W1902** 

# JAMES F. WRIGHT ARCHITECT

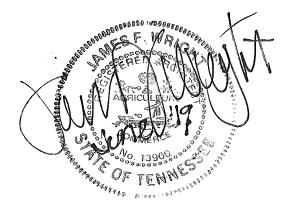
# SIGNATURE SHEET

JUNE 2019

I hereby certify that the Project Drawings and Project Manual were prepared by me or under my direct supervision and that I am a duly Registered Architect licensed to practice Architecture in the State of Tennessee.

JAMES F. WRIGHT • ARCHITECT

Tennessee License Number 13900



## LIST OF CONSULTANTS

## ARCHITECT

James F. Wright • Architect 1332 Belmeade Drive Kingsport, Tennessee 37664

423.341.8823 jfwrightarch49@gmail.com

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## **INVITATION TO BID**

Sealed bids for the following project will be received by the Procurement Manager until 4:00 P.M., Eastern Time, July 02, 2019, and at that time publicly opened in the Council Room, City Hall, 225 W. Center Street, Kingsport, TN. All bids will be considered for award or rejection at a later date.

## PROJECT: Roof Replacement at Ross N. Robinson Middle School

Copies of the documents may be obtained via email by contacting James F. Wright • Architect at <u>jfwrightarch49@gmail.com</u> Copies of Bid Documents may also be downloaded from City of Kingsport website at <u>https://www.kingsporttn.gov/city-services/purchasing/</u>

Copies of the Bid documents will also be available for review at the following locations:

| AGC Plan Room         | Builders Exchange   |
|-----------------------|---------------------|
| 249 Neal Drive        | 300 Clark Street    |
| Blountville, TN 37617 | Knoxville, TN 37921 |

A Pre-bid Inspection will be held on site at 2:00 P.M. Eastern Time, June 18, 2019. Meet outside the main entrance to the school located at 1517 Jessee Street Kingsport, Tennessee

All questions regarding this project must be submitted to the Architect via email by June 25, 2019.

A Bid Bond or certified check in an amount equal to five percent (5%) of the total of the bid is required. Certified checks should be made payable to City Treasurer, City of Kingsport. The successful bidder will be required to execute acceptable Performance and Payment Bonds in an amount equal to one hundred (100%) percent of the contract price.

All bidders must be Licensed Contractors as required by the Contractors Licensing Act of 1994 (TCA Title 62, Chapter 6). No bid will be opened unless the outside of the sealed envelope containing the bid provides the following information on an attached Bid Envelope Cover Form: The Contractor's license number, the date of the license expiration, and a quotation of that part of his classification applying to the bid; the HVAC, Plumbing, and Electrical Subcontractor's license number, each date of the license expiration and that part of each classification applying to the bid if the value of work is \$25,000 or greater; (\$100,000.00 or greater for Masonry) if the value of the Subcontractor's work is less than \$25,000, the bid envelope is to be indicated with the phrase "Subcontractor's bid is less than \$25,000" (\$100,000 for Masonry) after each appropriate heading. If no Subcontractors are being used, the outside of the envelope must state, "No Subcontractors are being used on this project".

By submission of a signed bid, the bidder certifies total compliance with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder.

No submitted bids may be withdrawn for a period of sixty (60) days after the scheduled closing time for receipt of bids. All bids shall be signed, sealed and addressed to the Procurement Manager, City of Kingsport, 225 W. Center Street, Kingsport, TN 37660, and marked "Roof Replacement at Ross N. Robinson Middle School". The City by its governing regulations reserves the right to accept or reject any or all bids received, to waive any informalities in bidding and to re-advertise.

PUB IT: (06/09/19)

Tilden J. Fleming City Manager

## **BIDDING REQUIREMENTS**

### INSTRUCTIONS TO BIDDERS

### 1. USE OF SEPARATE BID FORMS

These Contract Documents include a complete set of bidding and Contract forms that are for the convenience of bidders and are not to be detached from the Contract Document, filled out, or executed. <u>Separate copies of Bid Forms are furnished for that purpose</u>.

## 2. INTERPRETATIONS OR ADDENDA

No oral interpretation will be made to any bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the Owner. Any written inquiry received no less than ninety six (96) hours, excluding weekends and legal holidays prior to the bid opening date and time will be given consideration. Every interpretation made to a bidder will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of the Engineer no less than forty eight (48) hours, excluding weekends and legal holidays, prior to the bid opening date and time. In addition, all Addenda will be e-mailed to each person holding Contract Documents, but it shall be the bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract and all bidders shall be bound by such Addenda, whether or not received by the bidder.

### 3. INSPECTION OF SITE

Each bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to construction and labor, and should fully inform himself as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. The bidder should thoroughly examine and familiarize himself with the Drawings, Technical Specifications, and all other Contract Documents. The Contract, by the execution of the Contract, shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing and the Owner will be justified if rejecting any claim based on facts regarding which he should have been on notice as a result thereof. Bidders will be given instructions on whom to contact to arrange to see the work area.

## 4. ALTERNATIVE BIDS

No alternative bids will be considered unless alternative bids are specifically requested by the technical specifications.

## 5. BIDS

A. All bids must be submitted on forms supplied by the Owner and shall be subject to all requirements of the Contract Documents, including the Drawings, and these

INSTRUCTIONS TO BIDDERS. All bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the Bid Form by the bidder.

- B. Bid Documents including the Bid, the Bid Guarantee and the Compliance Affidavit(s) shall be enclosed in envelopes which shall be sealed and clearly labeled as indicated in the legal advertisement.
- C. The Owner may consider as irregular any Bid on which there is an alternation or departure from the Bid Form hereto attached and at its option may reject the same.
- D. If the Contract is awarded, it will be awarded by the Owner to the lowest, responsible, compliant bidder meeting specifications, to include selected alternative bid items, for the work desired in the best interest and advantage to the Owner. The Contract will require the completion of the work according to the Contract Documents.

## 6. BID GUARANTY

- A. The bid must be accompanied by a Bid Bond executed by the bidder and a Surety Company authorized to transact business in the State of Tennessee, or a certified check, in the sum of five percent (5%) of the amount of the bid, payable to the order of the City Treasurer, City of Kingsport. The bond or check is required as a guarantee that if the bid is accepted, a Contract will be entered into and the performance of same properly secured within fifteen (15) days after notification of acceptance of the bid.
- B. Revised bids submitted before the opening of bids, whether forwarded by mail or telegram, if representing an increase in excess of 2 percent (2%) of the original bid, must have the Bid Guaranty adjusted accordingly; otherwise the bid will not be considered.
- C. Certified checks of unsuccessful bidders will be returned as soon as practical after the opening of the bids.
- 7. CONFLICT OF INTEREST, DRUG FREE WORKPLACE AFFIDAVIT, ELIGIBILITY, IRAN DIVESTMENT ACT AFFIDAVIT, NON-COLLUSION AND BACK GROUND CHECK – SCHOOL SYSTEM SUPPLIERS
  - A. Each bidder submitting a bid to the Owner for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto, in the form herein provided, (Compliance Affidavit(s), to verify compliance of these categories.
  - B. Before executing any subcontract the successful bidder shall submit the name of any proposed subcontractor for prior approval and an affidavit substantially in the

form provided herein.

## 8. STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder shall upon request of the Owner furnish a statement of the bidder's qualifications, his experience record in constructing the type of improvements embraced in the Bid Document, his organization and equipment available for the work contemplated, and, when specifically requested by the Owner, a detailed financial statement.

The Owner shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform his obligations under the Contract, and the bidder shall furnish the Owner all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the Owner that the bidder is qualified to carry out properly the terms of the Contract.

## 9. UNIT PRICES / LUMP SUM

- A. The unit price for each of the several items in the proposal of each bidder shall include its pro-rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as informal. The special attention of all bidders is called to this provision, for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, except for work not covered in the Drawings and Technical Specifications as provided for hereof.
- B. If the bid is a lump sum, the Contractor will submit to the Owner a breakdown of his estimated cost of all work, arranged and itemized as to meet the approval of the Owner. This breakdown shall be submitted promptly after execution of the agreement and before any payment is made to the Contractor for the work performed under the Contract. After approval by the Owner the unit prices established in the breakdown shall be used in estimating the amount of partial payment to be made to the Contractor.

## 10. CORRECTIONS

Erasures or other changes in the bids must be explained or noted over the signature of the bidder.

- 11. TIME FOR RECEIVING BIDS
  - A. Bids received prior to the advertised hour of opening will be securely kept sealed. The officer whose duty it is to open them will decide when the specified time has

arrived, and no bid received thereafter will be considered.

B. Bidders are cautioned that, while telegraphic modifications of bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the bid so modified or amended, subject to rejection.

## 12. OPENING OF BIDS

At the time and place fixed for the opening of bids, the Owner will cause to be opened and publicly read aloud every bid received within the time set for receiving bids. Bidders and other persons properly interested may be present, in person or by representative.

## 13. WITHDRAWAL OF BIDS

Bids may be withdrawn on written or telegraphic request dispatched by the bidder in time for delivery in the normal course of business to the time fixed for opening, provided that written confirmation of any telegraphic withdrawal over the signature of the bidder is placed in the mail and post marked prior to the time set for bid opening. The Bid Guaranty of any bidder withdrawing his bid in accordance with the foregoing conditions will be returned, when requested by the Bidder.

## 14. AWARD OF CONTRACT; REJECTION OF BIDS

- A. The Contract will be awarded to the responsible bidder submitting the lowest bid complying with the conditions of the Invitation for Bids. The bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in its interest.
- B. The Owner reserves the right to consider as unqualified to do the work of general construction any bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the improvements embraced in this bid document.

## 15. EXECUTION OF AGREEMENT: PERFORMANCE OF PAYMENT BONDS

- A. Subsequent to the award and within fifteen (15) days after the prescribed forms are presented for signature, the successful bidder shall execute and deliver to the Owner an Agreement in the form included in the Contract Documents in such number of copies as the Owner may require.
- B. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful bidder shall, within the period specified in paragraph "All above, furnish a surety bond in a penal sum not less than the amount of the

Contract as awarded, as security for the faithful performance of the Contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature including utility and transportation services, employed or used by him in performing the work. Such bond shall be in the same form as that included in the Contract Documents and shall bear the same date as, or a date subsequent to that of the Agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bond. All bonds and surety guaranty shall be provided by an agent representing a reputable insurance and bonding company authorized to do business in the State of Tennessee in accordance with the Tennessee Code Annotated.

C. The failure of the successful bidder to execute such Agreement and to supply the required bond or bonds within fifteen (15) days after the prescribed forms are presented for signature, or within such extended period as the Owner may grant, based upon reasons determined sufficient by the Owner, shall constitute a default, and the Owner may either award the Contract to the next lowest, responsible bidder or re-advertise for bids, and may charge against the bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid bond. If a more favorable bid is received by re-advertising the defaulting bidder shall have no claim against the Owner for a refund.

#### 16. UNIT PRICES /LUMP SUM

Shall include all Federal, State and local taxes, permits and license costs, bond costs and any other cost.

#### 17. SPECIAL INSTRUCTIONS

It is the responsibility of the bidder to insure they have a complete bid document. Clarification will be requested of the Procurement Manager, City of Kingsport, as required.

#### 18. LAWS AND REGULATIONS

The bidder's attention is directed to the fact that applicable Federal, State, County, and City statutes, laws, ordinances, and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full and the successful bidder shall observe and comply with same.

## COMPLIANCE AFFIDAVIT(S) (TOTAL OF 3 PAGES) THIS COMPLIANCE AFFIDAVIT MUST BE SIGNED, NOTARIZED AND INCLUDED WITH ALL BIDS – FAILURE TO INCLUDE THIS FORM WITH THE BID SUBMITTED SHALL DISQUALIFY THE BID FROM BEING CONSIDERED.

## VENDOR:

## CONFLICT OF INTEREST:

- 1. No Board Member or officer of the City of Kingsport or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for the City of Kingsport has a direct interest in the award of the vendor providing goods or services.
- 2. No employee, officer or agent of the grantee or sub-grantee will participate in selection, or in the award or administration of an award supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of their immediate family, his or her partner, or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.
- 3. The grantee's or sub-grantees officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from vendors, potential vendors, or parties to sub-agreements.
- 4. By submission of this form, the vendor is certifying that no conflicts of interest exist.

## DRUG FREE WORKPLACE REQUIREMENTS:

5. Private employers with five or more employees desiring to contract for construction services attest that they have a drug free workplace program in effect in accordance with TCA 50-9-112.

## ELIGIBILITY:

6. The vendor is eligible for employment on public contracts because no convictions or guilty pleas or pleas of nolo contender to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award from the State of Tennessee or any political subdivision thereof have occurred.

## GENERAL:

- 7. Vendor fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer.
- 8. Such offer is genuine and is not a collusive or sham offer.

## **IRAN DIVESTMENT ACT:**

9. Concerning the Iran Divestment Act (TCA 12-12-101 et seq.), by submission of this bid/quote/proposal, each vendor and each person signing on behalf of any vendor certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each vendor is not on the list created pursuant to § 12-12-106.

## NON-COLLUSION:

- 10. Neither the said vendor nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other responder, firm, or person to submit a collusive or sham offer in connection with the award or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such award or agreement ,or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Kingsport or any person interested in the proposed award or agreement.
- 11. The price or prices quoted in the attached offer are fair, proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

## BACKGROUND CHECK REQUIREMENT FOR SCHOOL SYSTEM SUPPLIERS:

12. In submitting this bid/quote/proposal, you are certifying that you are aware of the requirements imposed by TCA § 49-5-413 (d) to conduct criminal background checks through the Tennessee Bureau of Investigation and the Federal Bureau of Investigation on yourself and any of your employees who may come in direct contact with students or who may come on or about school property anytime students are present. You are further certifying that at no time will you ever permit any individual who has committed a sexual offense or who is a registered sex offender to come in direct contact with children or to come on or about school property while students are present.

The undersigned hereby acknowledges and verifies that the response submitted to this solicitation is in full compliance with the applicable laws/listed requirements.

| SIGNED<br>BY:                                |
|--|
| PRINTED NAME:                                |
| TITLE:                                       |
| SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE: |
| BY (NOTARY PUBLIC):                          |
| MY COMMISION EXPIRES ON:                     |

## **BID ENVELOPE COVER**

THIS FORM IS TO BE FIRMLY ATTACHED TO THE OUTSIDE OF THE ENVELOPE CONTAINING THE BID

| PART 1 |
|--------|
|--------|

ALL BIDDERS MUST COMPLETE THIS SECTION

| Project Name:                         |  |
|---------------------------------------|--|
| Project Opening Date & Time:          |  |
| Contractor's Licensed Name:           |  |
| Contractor's Address:                 |  |
| Contractor's License Number:          |  |
| Contractor's License Expiration Date: |  |
| Contractor's License Classification:  |  |

## PART 2 - SUBCONTRACTORS

ALL BIDDERS MUST COMPLETE THIS SECTION. IF SUBCONTRACTOR'S BID AMOUNT IS \$25,000 OR MORE FOR (1) ELECTRICAL, (2) PLUMBING, (3) HEATING, VENTILATION, AIR CONDITIONING, (4) GEOTHERMAL OR \$100,000 OR MORE FOR (5) MASONRY. IF THAT PORTION OF THE BID IS LESS THAN \$25,000 FOR ELECTRICAL, PLUMBING, HVAC OR GEOTHERMAL ENTER "NONE" IN THE NAME SPACE FOR THOSE CATEGORIES BELOW. IF THAT PORTION OF THE BID IS LESS THAN \$100,000 FOR MASONRY ENTER "NONE" IN THE NAME SPACE FOR THAT CATEGORY BELOW.

| 1) Electrical            | 4) Geothermal              |  |  |
|--------------------------|----------------------------|--|--|
| Name:                    | Name:                      |  |  |
| License Number:          |                            |  |  |
| License Expiration Date: |                            |  |  |
| Classification:          | Classification:            |  |  |
|                          |                            |  |  |
| 2) Plumbing              | 5) Masonry                 |  |  |
| Name:                    | Name:                      |  |  |
| License Number:          |                            |  |  |
| License Expiration Date: | License Expiration Date: _ |  |  |
| Classification:          | Classification:            |  |  |
|                          |                            |  |  |
| 3) HVAC                  |                            |  |  |
| Name:                    |                            |  |  |
| License Number:          |                            |  |  |

| License Expiration Date: | <br> |  |
|--------------------------|------|--|
| Classification:          |      |  |

## GENERAL CONDITIONS

## PART I

## DEFINITIONS

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

- A. The term "Contract" means the Contract executed by the Owner and the Contractor, of which these GENERAL CONDITIONS, are a part.
- B. The term "Owner" means the City of Kingsport which is authorized to undertake this Contract.
- C. The term "Contractor" means the person, firm or corporation entering into the Contract with the Owner.
- D. The term "Project Area" means the site of the work.
- E. The term "Engineer" means an individual or designated representative, employed by the Owner, in charge serving the Owner, his successor, or having in charge the work embraced in this Contract, the said Engineer acting directly or indirectly through any Assistant Engineer having general charge of the work or through any assistant having immediate charge of a portion hereof limited by the particular duties entrusted to him.
- F. The term "Local Government" means the governmental entity within which, the Project Area is situated.
- G. The term "Contract Documents" means and shall include the following: Executed Agreement, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, General Conditions, Special Conditions, Technical Specifications, and Drawings and any other sections listed in the Table of Contents or any Addenda.
- H. The term "Drawings" means the drawings provided by the Owner.
- I. The term "Technical Specifications" means that part of the Contract Documents which describes, outlines and stipulates; the quality of the material to be furnished; the quality of workmanship required; and the methods to be used in carrying out the construction work to be performed under this Contract.
- J. The term "Addendum" or "Addenda" means any changes, revisions or clarifications of the Contract Documents which have been duly issued by the Owner to prospective Bidders prior to the time of receiving Bids.

## 2. SUPERINTENDENCE BY CONTRACTOR

- A. Except where the Contractor is an individual and gives his personal superintendence to the work, the Contractor shall provide a competent superintendent, satisfactory to the Owner, on the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work.
- B. The Contractor shall lay out his own work and he shall be responsible for all work executed by him under the Contract. He shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

## 3. SUBCONTRACTS

- A. The Contractor shall not execute any agreement with any subcontractor to perform any work included in this contract until he has submitted a non-collusion affidavit from the subcontractor in substantially the form provided within this document and has received written approval of such subcontractor from the Owner.
- B. No proposed subcontractor shall be disapproved by the Owner except for cause.
- C. The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- D. The Contractor shall cause appropriate provision to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract for the improvements embraced in the Bid Document.
- E. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the Owner.

## 4. OTHER CONTRACTS

The Owner may award, or may have awarded other contracts for additional work, and the Contractor shall cooperate fully with such other Contractors, by scheduling his own work to be performed under other contracts as may be directed by the Owner. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor as scheduled.

## 5. FITTING AND COORDINATION OF THE WORK

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or materialmen engaged upon this Contract. He shall be prepared to guarantee to each of his subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

## 6. MUTUAL RESPONSIBILITY OF CONTRACTORS

If through acts or neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor shall settle with such other Contractor or subcontractor by agreement or arbitration, if such other Contractor or subcontractor will so settle. If such other Contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been so sustained, the Owner will notify this Contractor, who shall defend at his own expense any suit based upon such claim and, if any judgment or claims against the Owner shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith.

## 7. PROGRESS SCHEDULE

The Contractor shall submit for approval immediately after execution of the Agreement, a Progress Schedule, showing the proposed dates of starting and completing each of the various sections of the work, the anticipated monthly payments to become due the Contractor, and the accumulated percent of progress each month.

## 8. PAYMENTS TO CONTRACTOR

## A. <u>Partial Payments</u>

- (1) The Contractor shall prepare his requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Engineer for his approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting: (1) Five percent (5%) of; and (2) The amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the agreement. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection of the Engineer.
- (2) Monthly or partial payments made by the Owner to the Contractor are moneys advanced for the purpose of assisting the Contractor to expedite

the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the Owner. Such payments shall not constitute a waiver of the right of the Owner to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the Owner in all details.

## B. <u>Final Payment</u>

- (1) After final inspection and acceptance by the Owner of all work under the Contract, the Contractor shall prepare his requisition for final payment which shall be based upon the carefully measured or computed quantity of each item of work at the applicable unit prices stipulated in the Agreement. The total amount of the final payment due the Contractor under this Contract shall be the amount computed as described above less all previous payments. Final payment to the Contractor shall be made subject to his furnishing the Owner, arising under and by virtue of his Contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation of the release as provided under Section entitled DISPUTES.
- (2) The Owner, before paying the final estimate, may require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment installed on the Project and services to the Contractor, if the Owner deems the same necessary in order to protect its interest. The Owner, however, may if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in no wise impair the obligations of any surety or sureties furnished under this Contract.
- (3) Withholding of any amount due the Owner under Section entitled "Liquidated Damages", GENERAL CONDITIONS, shall be deducted from the final payment due the Contractor.

## C. <u>Withholding Payments</u>

The Owner may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the Owner and if it so elects may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Owner and will not require the Owner to determine or adjust any claims or disputes between the Contractor and his subcontractors or material dealers, or to withhold any moneys for their protection unless the Owner elects to do so. The failure or refusal of the Owner to withhold any moneys from the Contractor shall in no wise impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

D. <u>Payments Subject to Submission of Certificates</u>

Each payment to the Contractor by the Owner shall be made subject to submission by the Contractor of all written certifications required of him and his subcontractors.

## 9. CHANGES IN THE WORK

- A. The Owner may make changes in the scope of the work required to be performed by the Contractor under the Contract or making additions thereto, or by omitting work therefrom, without invalidating the Contract, and without relieving or releasing the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity, of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise.
- B. Except for the purpose of affording protection against any emergency endangering health, life, limb, or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the Improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Owner authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price, will be valid unless so ordered.
- C. If applicable unit prices are contained in the Agreement (established as a result of either a Unit Price or a Supplemental Schedule of Unit Prices) the Owner may order the Contractor to proceed with desired changes in the work, the value of such changes to be determined by the measured quantities involved and the applicable unit prices specified in the Contract.
- D. If applicable unit prices are not contained in the Agreement the Owner shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal from him covering the work involved in the change after which the procedure shall be as follows:
  - (1) If the proposal is acceptable the Owner will prepare the change order in accordance therewith for acceptance by the Contractor; and
  - (2) If the proposal is <u>not acceptable</u> and prompt agreement between the two parties cannot be reached, the Owner may order the Contractor to proceed

with the work based on actual cost, by keeping a correct account, including all vouchers for:

- (a) Labor, including foreman.
- (b) Materials entering permanently into the work.
- (c) Owner or rental cost of power tools and construction equipment actually used.
- (d) Power and consumable supplies for operation of power equipment.
- (e) Pro-rata charges for insurance covering public liability, Workmen's Compensation, Medicare and unemployment, also Social Security.

To these costs in "a" through "e" above shall be added a fixed fee for combined overhead and profit, not to exceed fifteen percent (15%) of the above items except that actual cost only will be allowed for Social Security, Medicare and unemployment insurance. The allowance for combined overhead and profit thus calculated shall be <u>only</u> such allowance included in the total cost to the Owner.

- (3) Each change order shall include in its final form:
  - (a) A detailed description of the change in the work.
  - (b) The Contractor's proposal, if any, or a conformed copy thereof.
  - (c) A definite statement as to the resulting change in the contract price and/or time.
  - (d) The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.

## 10. CLAIMS FOR EXTRA COST

- A. If the Contractor claims that any instructions by Drawings or otherwise involve extra cost of extension of time, he shall, within ten (10) days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Owner, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.
- B. Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.
- C. Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall at once be reported to the Owner and

work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the Owner.

D. If, on the basis of the available evidence, the Owner determines that an adjustment of the Contract Price and/or Time is justifiable, the procedure shall be as provided in "Section 9" hereof.

## 11. TERMINATION, DELAYS, AND LIQUIDATED DAMAGES

- A. <u>Termination of Contract</u>. The Owner may terminate this Contract any time by a notice in writing from the Owner to the Contractor. If the Contract is terminated by the Owner as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services of the Contractor covered by this Contract, less payments of compensation previously made; provided, however, that if less than sixty percent of the services covered by this Contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment for that portion of the actual out-of-pocket expenses not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract.
- B. <u>Liquidated Damages for Delays</u>.
  - (1) The work which the Contractor is required to perform under this Contract shall be commenced at the time stipulated by the Local Public Agency in the NOTICE-TO-PROCEED and shall be fully completed within the time frame accepted by the Local Public Agency as indicated on the Bid Proposal document.
  - (2) As actual damages for any delay in completion of the work which the Contractor is required to perform under this Contract are impossible to determine, the Contractor and his sureties shall be liable for and shall pay to the Local Public Agency the sum of \_\_\_\_\_\_\_ \$100.00 as fixed, agreed and liquidated damages for each calendar day of delay from the above date stipulated for completion, or as modified in accordance with Section CHANGES IN WORK under GENERAL CONDITIONS, until such work is satisfactorily completed and accepted.
- C. <u>Excusable Delays</u>. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due:
  - (1) To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency;
  - (2) To any acts of the Owner;

- (3) To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the Public enemy, acts of another Contractor in the performance of some other contract with the Owner, fires, floods, epidemics, quarantine, restrictions, strikes, freight, embargoes, and weather or unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions; and
- (4) To any delay of any subcontractor occasioned by any of the causes specified in sub-paragraphs (2) and (3) of this paragraph "C".

Provided, however, that the Contractor promptly notify the Owner within ten (10) days writing of the cause of the delay upon receipt of such notifications the Owner shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this Contract, the delay is properly excusable, the Owner shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

## 12. ASSIGNMENT OR NOVATION

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the Owner; provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the Owner. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools or equipment.

## 13. DISPUTES

A. All disputes arising under this Contract or its interpretation, whether involving law or fact or dispute, be presented by the Contractor to the Owner for decision. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim together with its character and scope. In the meantime the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt of the Owner of notice thereof.

- B. The Contractor shall submit in detail his claim and his proof thereof. Each decision by the Owner will be in writing and will be mailed to the Contractor by registered or certified mail, return receipt requested, directed to his last known address.
- C. If the Contractor does not agree with any decision of the Owner, he shall in no case allow the dispute to delay the work but shall notify the Owner promptly that he is proceeding with the work under protest and he may then except the matter in question from the final release.
- If any dispute, claim or question arises under the contract which cannot be settled D. by the Owner and the Contractor, the parties will use their best efforts to resolve the dispute amicably within fifteen (15) calendar days. If the dispute cannot be settled amicably, the parties agree that the dispute shall be subject to nonbinding mediation in accordance with the mediation rules of the American Arbitration Association or similar dispute resolution organization if the parties expressly agree. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Kingsport, Tennessee, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. If the parties do not resolve a dispute through mediation, the method of binding dispute resolution shall be for a party to file litigation in the state courts for Kingsport, Sullivan County, Tennessee. The exclusive venue and jurisdiction for any such disputes shall be in state courts for Kingsport, Sullivan County, Tennessee. Both parties specifically waive their right to a jury trial to resolve any and all claims, including but not limited to those sounding in contract, tort, or statute, against the other arising out of or connected in any way to the Project or this Agreement because the parties hereto believe that the complex commercial and professional aspects of their dealings with one another make a jury determination neither desirable nor appropriate.

## 14. TECHNICAL SPECIFICATIONS AND DRAWINGS

Anything mentioned in the Technical Specifications and not shown on the Drawings or shown on the Drawings and not mentioned in the Technical Specifications, shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the Owner, without whose decision, said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

## 15. SHOP DRAWINGS

A. All required shop drawings, machinery details, layout drawings, etc., shall be submitted to the Engineer in two (2) copies for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, re-

submitting and rechecking if necessary. The Contractor may proceed, only at his own risk, with manufacturer or installation of any equipment work covered by said shop drawings, etc., until they are approved and no claim by the Contractor for extension of the contract time will be granted by reason of his failure in this respect.

- B. Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper re-submission. If any drawings show variations from the requirements of the Contract because of a standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.
- C. If a shop drawing is in accord with the contract or involves only a minor adjustment in the interest of the Owner not involving a change in contract price or time, the Engineer may approve the drawing. The approval shall be general, shall not relieve the Contractor, from his responsibility for adherence to the contract or for any error in the drawing and shall in substance the following:

"The modification shown on the attached drawing is approved in the interest of the Owner to effect an improvement for the Project and is ordered with the understanding that it does not involve any change in the contract price or time; that it is subject generally to all Contract stipulation and covenants; and that it is without prejudice to any and all rights of the Owner under the Contract and surety bond or bonds."

## 16. REQUESTS FOR SUPPLEMENTARY INFORMATION

It shall be the responsibility of the Contractor to make timely requests to the Owner for any additional information not already in his possession which should be furnished by the Owner under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully the provisions of this Section.

## 17. MATERIALS AND WORKMANSHIP

- A. Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds of the purpose, where equipment, materials, articles or workmanship are referred to in the Technical Specifications as "equal" to any particular standard, the Engineer, shall decide the questions of quality.
- B. The Contractor shall furnish to the Owner for approval the manufacturers detailed specifications for all machinery, mechanical, and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval as required full information concerning all other materials or articles which he proposes to incorporate in the work.
- C. Machinery, mechanical and other equipment, materials or articles, installed or used without such prior approval shall be at the risk of subsequent rejection.
- D. Materials specified by reference to the number of symbol of a specific standard, such as an A.S-T.M. Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the Technical Specifications shall have full force and effect as though printed therein.
- E. The Owner may require the Contractor to dismiss from the work such employee or employees as the Owner may deem incompetent, or careless, or insubordinate.

## 18. SAMPLES, CERTIFICATES, AND TESTS

A. The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the contract documents or required by the Engineer, promptly after award of the contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.

Each sample submitted by the Contractor shall carry a label with the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the

product, its place or origin, the name and address of the producer and all specifications or other detailed information which will assist the Engineer in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

Approval of any materials shall be general only and shall not constitute a waiver of the Owner's rights to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.

Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:

- (1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;
- (2) The Contractor shall assume all costs of re-testing materials which fail to meet contract requirements;
- (3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient; and
- (4) The Owner will pay all other expenses.

## 19. PERMITS AND CODES

A. The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of the local government. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers. Before installing any work, the Contractor shall examine the Drawings and Technical Specifications for: compliance with applicable ordinances or codes, the Owner will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated prices.

Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is on compliance with the Drawings and Technical Specifications), the Contractor shall remove such work without cost to the Owner, but a Change Order will be issued to cover only the excess cost the Contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.

- B. The Contractor shall at his own expense, secure and pay to the appropriate department of the local government the fees or charges for all permits for street pavement, sidewalks, sheds, removal of abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas, and sewer permits required by the local regulatory body or any of its agencies.
- C. The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements embraced in this Contract.

## 20. CARE OF WORK

- Preservation of Existing Vegetation. Take reasonable care during construction to A. avoid damage to vegetation. Where the area to be excavated is occupied - be trees, brush, or other uncultivated vegetable growth - clear such growth from the area, and dispose of it in a satisfactory manner. Leave undisturbed any trees, cultivated shrubs, flowers, etc., situated within public rights-of-way and/or easements through private property but not located directly within excavation limits. Transplant small ornamental trees, cultivated shrubs, flowers, etc., located directly within excavation limits so they may be replaced during property restoration operations. Do not remove or disturb any tree larger than six inches (6") in diameter without the permission of the A/E. Take special precautions (including the provision of barricades and the temporary typing back of shrubbery and tree branches) for the protection and preservation of such object throughout all stages of construction; the Contractor will be held liable for any damage that may result to said objects from excavation or construction operations. Trim any limbs or branches of trees broken during construction operations with a clean cut, and paint with an approved tree-pruning compound. Treat tree trunks receiving damage from equipment with a tree dressing.
- B. <u>Pre-blast Survey</u>. The Contractor shall conduct a pre-blast survey of the Surrounding structures within a minimum of 300' of any blasting operation and document condition before any blasting begins. The documentation will include written descriptions, photographs of the structures, and measures of obvious signs of structural distress such as cracks. NOTE: These are minimum acceptable limits and bidding Contractors may exceed these limits for his own liability.

- C. The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Owner.
- D. In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the Owner, is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Owner. Any compensation claimed by the Contractor on account of such emergency work will be determined by the Owner as provided in Section "9" hereof.
- E. The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.
- F. The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the Improvements embraced in the Contract. The Contractor shall be responsible for the giving of any and all notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Owner from any damages on account of settlements or the loss of lateral damages on account support of adjoining property and from all loss or expense and all damage to adjoining and adjacent structures and their premises.

## 21. ACCIDENT PREVENTION

A. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional as necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.

B. The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Local Public Agency with reports concerning these matters.

The Contractor shall defend, indemnify and save harmless the Owner from any and all claims and suits for damages resulting from property damage, personal injury and/or death suffered or alleged to have suffered by any person or property arising out of any work conducted under this Contract caused by the acts or omissions of the Contractor, its agent, employees or subcontractors, excepting bodily injury or property damage caused by the sole negligence of the Owner, its agents or employees.

## 22. SANITARY FACILITIES

The Contractor shall furnish, install, and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and Local Government. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

## 23. USE OF PREMISES

- A. The Contractor shall confine his equipment, storage of materials, and construction operations to the Contract Limits as shown on the Drawings as prescribed by ordinances or permits, or as may be desired by the Owner and shall not unreasonably encumber the site or public rights-of-way with his materials and construction equipment.
- B. The Contractor shall comply with all reasonable instructions of the Owner and the ordinances and codes of the local government, regarding signs, advertising, traffic, fires, explosives, danger signals and barricades.

## 24. REMOVAL OF DEBRIS, CLEANING, ETC.

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights-of-way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for the work. The site of the work will be subject to prior approval of the Owner and existing State and local regulations.

### 25. INSPECTION

A. All materials and workmanship shall be subject to inspection, examinations, or test by the Owner at any and all times during manufacture or construction and at any and all places where such manufacture or construction is carried on. The Owner shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with materials of specified quality without charge therefore. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the Owner may contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any moneys which may be due the Contractor, without prejudice to any other rights or remedies of the Owner.

The Contractor shall furnish promptly all materials reasonably for any tests which may be required. All tests by the Owner will be performed in such a manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the Technical Specifications.

B. The Contractor shall notify the Owner sufficiently in advance of backfilling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the Owner, the Contractor shall uncover for inspection and recover such facilities all at his own expense, when so requested by the Owner.

Should it be considered necessary or advisable by the Owner at any time before final acceptance of work already completed by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such is found to be defective in any important or essential respect due to fault of the Contractor or his subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus 15 percent (15%) of such costs to cover superintendence, general expenses and profit, shall be allowed the Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

C. Inspection of materials and appurtenances to be incorporated in the Improvements embraced in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the Technical Specifications, shall be final, except as regards: (1) Latent defects; (2) Departures from specific requirements of the Contract; (3) Damage of loss in transit; or (4) Fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.

D. Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the Owner or its agents shall relieve the Contractor or his sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

## 26. REVIEW BY OWNER

The Owner, its authorized representatives and agents, will at all times have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided however, that all instructions and approval with respect to the work will be given to the Contractor only by the Owner through its authorized representatives or agents.

## 27. FINAL INSPECTION

When the Improvements embraced in this Contract are substantially completed, the Contractor shall notify the Owner in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The notice will be given at least ten (10) days prior to the date stated for final inspection and bear the signed concurrence of the represented, it will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable. The inspection party will also include the representatives or each department of the local government having in charge, improvements of like character when such Improvements are later to be accepted by the local government.

## 28. DEDUCTION FOR UNCORRETED WORK

If the Owner deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the Owner and subject to settlement, in case of dispute, as herein provided.

## 29. INSURANCE

## A. Supplement as follows:

The Contractor shall not commence work under this Contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance of the subcontractor has been so obtained and approved. The successful Contractor will furnish the Owner with Certificates of Insurance or policies and maintain the following insurance in such form as shall be satisfactory to the Owner. All Certificates of Insurance and policies shall contain the following clause:

"The insurance covered by this Certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the Owner."

- B. Workmen's Compensation Which shall provide protection against any liability imposed by the Workmen's Compensation law of the state in which the work is performed.
- C. Comprehensive General Public Liability Such insurance shall be in at least the following amounts:

Bodily Injury with limits of \$500,000/\$1,000,000 Property Damage with limits of \$500,000/\$1,000,000

D. Comprehensive Automobile Liability:

Bodily Injury - \$500,000/\$1,000,000 Property Damage - \$500,000/\$1,000,000

E. Owner's Liability – Contractor hereby agrees to indemnify and save harmless the Owner from all claims and suits for injury or destruction of property and from all expenses in defending said claims and suits, including court costs, attorney's fees and other expenses caused in anyway by the acts or omissions of the Contractor or the Contractor's agents, employees or subcontractors during or in connection with said work, excepting on the property damage and bodily injury or death caused by the sole negligence of the Owner, its agents or employees. Limits will be as follows:

Bodily Injury - \$500,000/\$1,000,000 Property Damage - \$500,000/\$1,000,000

Contractor shall provide in the name of the Owner, Owner's and Contractor's Protective Liability Insurance in amounts as designated in paragraph "D" above.

F. Builder's Risk Insurance (Fire and Extended Coverage) – Vandalism and Malicious Mischief: On a 100% Completed Value Basis on the insurable portions of the project, if needed.

## 30. PATENTS

The Contractor shall hold and save the Owner, its officers and employees, harmless from liability of any nature or kind, including costs and expenses, for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or sued in the performance of the Contract, including its use by the Owner, unless otherwise specifically stipulated in the Technical Specifications.

## 31. WARRANTY OF TITLE

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease purchase or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contract shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenance constructed or placed thereon by him to the Owner free from any claims, liens, or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance thereon. Northing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the Owner. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

## 32. GENERAL GUARANTY

Neither the final certificate or payment nor any provision in the Contract nor partial or entire use of the Improvements embraced in this Contract by the Owner or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of twelve (12) months from the date of final acceptance of the work. The Owner will give notice of defective materials and work with reasonable promptness.

## 33. INTEREST OF MEMBERS OF THE CITY

No member of the Owner and no other officer, employee, or agent of the Owner, who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

## 34. INTEREST OF CERTAIN FEDERAL OFFICIALS

No member of or delegate to the Congress of the United Sates, and no Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit to arise herefrom when Federal funding is involved.

## SPECIAL CONDITIONS

## 1. THE PROJECT SITE

The Project Area for this document hereof consists of the area as shown on the drawings or elsewhere within this document.

## 2. TIME FOR COMPLETION

The work which the Contractor is required to perform under this Contract shall be commenced at the time stipulated by the Owner in the NOTICE TO PROCEED and shall be fully completed within time frame accepted by Owner and stated in the Contract.

## 3. LIQUIDATED DAMAGES

As actual damages for any delay in completion of the work which the Contractor is required to perform under this Contract are impossible of determination, the Contractor and his Sureties shall be liable for and shall pay to the Owner the sum of **\$100.00** as fixed, agreed and liquidated damages for each calendar day of delay from the above date stipulated for completion, or as modified in accordance with Section "Changes in Work" under GENERAL CONDITIONS, until such work is satisfactorily completed and accepted.

## 4. **RESPONSIBILITIES OF CONTRACTOR**

Except as otherwise specifically stated in the Contract Documents and Technical Specifications, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fees, or other expenses and all other services and facilities of every nature whatsoever necessary for the performance of the Contract and to deliver all improvements embraced in this Contract complete in every respect within the specified time.

## 5. COMMUNICATIONS

A. <u>Written Requests by the City Engineer</u> – Failure by the Contractor to comply with written requests by the City Engineer shall be a direct violation of his Contract and no further progress payments will be made by the City until such time as those requests are satisfied. The Engineer shall in all cases determine the amount, quality, acceptability, and fitness of the several kinds of finished work and materials which are to be paid for hereunder, shall decide all questions which may arise as to fulfillment of this Contract on the part of the Contractor, and the Engineer interpretation of the Contract and the Engineer's determination and decision thereon shall be final and conclusive; such determinations and decisions, in case any questions arises, shall be a condition precedent to the Contractor's right to receive any money hereunder.

- B. All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing.
- C. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate in writing to the Owner), or is deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transportation, in each case addressed to such office.
- D. All pages required to be delivered to the Owner shall, unless otherwise specified in writing to the Contractor, be delivered to the following:

City of Kingsport 225 W. Center Street Kingsport, TN 37660

And any notice to demand upon the Owner shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said Owner at such address, or to such other representatives of the Owner or to such other addresses as the Owner may specify in writing to the Contractor for such purpose.

E. Any such notice shall be deemed to have been given as to the time of actual delivery or (in the case of mailing) or in the case of telegrams, at the time of actual receipt, as the case may be.

## 6. JOB OFFICES

A. The Contractor and his subcontractors may maintain such office and storage facilities on the Site as are necessary for the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the Site. The Owner shall be consulted with regard to locations.

B. Upon completion of the Improvements, or as directed by the Owner, the Contractor shall remove all such temporary structures and facilities from the Site, same to become his property, and leave the Site of the work in the condition required by the Contract.

## 7. PARTIAL USE OF SITE IMPROVEMENTS

The Owner, at its election, may give notice to the Contractor and place in use those sections of the Improvements which have been completed, inspected and can be accepted as complying with the Technical Specifications and if in its opinion, each such section is reasonable safe, fit and convenient, for the use and accommodation for which it was intended provided:

- A. The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor;
- B. The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections;
- C. The use of such sections shall in no way relieve the Contractor of his liability due to having used defective materials or to poor workmanship;
- D. The period of guarantee stipulated in the Section "General Guaranty" under GENERAL CONDITIONS, shall not begin to run until the date of the final acceptance of all work which the Contractor is required to construct under this Contract.

## 8. WORK BY OTHERS

- A. It is the responsibility of this Contractor to coordinate his schedule, layout of work and construction operations, with the Engineer and/or this Contractor.
- B. It shall be the responsibility of this Contractor to coordinate his operations with the various other affected Contractors, departments or others, or their Contractors, through the Owner, who will make all formal requests to other Contractors or the departments for installation, removal, relocation or adjustment of facilities. Any such requests by the Contractor or subcontractor not made as above directed, shall make him liable for the work performed in response to such request.
- C. In the case of the installation of underground utilities in new roadbeds (water, sewer, gas, street lighting, telephone circuits), the Contractor shall make available

substantial sections of the completed sub-grade for the installation of said utilities and allow sufficient time for their installation prior to commencement of paving operations, and the coordination of such work will be as directed in Paragraph "C" above, NO PAVING WORK SHALL BE DONE WITHOUT THE EXPRESS CONSENT IN WRITING OF THE ENGINEER.

## 9. ADJUSTMENT OF UTILITIES

The adjustment of all utility castings, manholes, valve boxes and sanitary sewers and water line to finish grade shall be the responsibility of this Contractor.

## 10. MAINTAINING TRAFFIC

- A. One lane of traffic shall be free for travel at all times and maintained with all safety regulations as required by the Tennessee Manual on Uniform Traffic Control Devices for Streets and Highways Traffic Engineering Division latest edition.
- B. The operations under this Contract shall be scheduled and conducted in such a manner and sequence as to cause the least practicable interference with the traveling public, fire protection service and public utility service.
- C. Proposed schedules which require the complete closing of a public street will be submitted in writing to the Engineer, and shall state the estimated duration of the closure. Said street shall not be closed until approval is granted.
- D. The Contractor shall provide sufficient signs, (warning and detour), barricades, flares and flagmen as set forth in MTUD, TDOT to properly safeguard the public, and in the event this is not done after direct instructions from the Engineer, the Owner shall have the right to provide the necessary item and deduct the expense of same from payment due the Contractor.
- E. The Contractor's responsibility for maintaining traffic on each particular street shall cease with acceptance of the Contractor's work on that street.

## 11. CONTRACT DOCUMENTS AND WORKING DRAWINGS

The Owner will furnish the Contractor without charge three (3) copies of the Contract Documents, including Technical Specifications and working Drawings. Additional copies requested by the Contractor will be furnished at cost.

## 12. LAYOUT OF WORK

The Engineer shall provide field location and grade staking as follows:

- A. For sanitary sewer projects, the Engineer shall provide stakes at the centerline of all manholes and two offset stakes with grades for each manhole. Benchmarks will be provided as deemed necessary by the Engineer.
- B. For storm sewer projects, the Engineer shall provide stakes at the centerline of all manholes or catch basins, and two offset stakes with grades for each manhole or catch basin. Benchmarks will be provided as deemed necessary by the Engineer.
- C. For road improvement projects, the Engineer shall provide benchmarks as deemed necessary.
- D. For site grading, the Engineer will not provide staking. Benchmarks shall be provided as deemed necessary by the Engineer.
- E. Engineer's cost to restaking due to the Contractor's error or neglect shall be charged to the Contractor. Restaking due to alignment or grade changes made by the Engineer shall be furnished without cost.

## 13. TEST TO BE FURNISHED

The Contractor will furnish the Owner with copies of all routine mill and quality control tests requested without cost to the Owner.

# **FORMS & CONTRACT DOCUMENTS**

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# **BID FORM**

To: Procurement Manager City of Kingsport Kingsport, Tennessee 37660

## Reference: Roof Replacement ROSS N. ROBINSON • MIDDLE SCHOOL

1517 Jessee Street • Kingsport, Tennessee

Gentlemen:

I have received the construction Documents for the project referenced above as prepared by James F. Wright · Architect. I also acknowledge receipt of Addenda Nos. \_\_\_\_\_\_, and have included their provisions in my bid. Having examined these Documents, visited the site and being familiar with all requirements to complete the work in strict accordance with the Drawings and Project Manual, I submit the following Bid:

## BASIC BID

I will Remove and Replace existing EPDM Roofing Systems, as indicated, for the Lump Sum of:

## **UNIT PRICES**

If required, I agree to provide repairs as described in SECTION 01019, based on the following unit costs:

- 1. Repair Exist. Gypsum Roof Decking: \_\_\_\_\_ per sq. ft.
- 2. Repair Exist. Fibertex Roof Decking: \_\_\_\_\_ per sq. ft.
- 3. Replace Exist. Perimeter Wood Nailers. \_\_\_\_\_per linear ft.

## **BID SECURITY**

I have attached to this Bid, Bid Security in the amount five percent (5%) of the Bid.

## PERFORMANCE & PAYMENT BONDS

I have included in the Lump Sum Basic Bid the cost of 100% Performance & Payment Bonds for any Bid totaling \$50,000.00 or more.

## <u>AFFIDAVITS</u>

I have attached to my Bid, Affidavits which comply with the following:

- A. CONFLICT OF INTEREST
- B. DRUG FREE WORKPLACE REQUIREMENTS
- C. ELIGIBILITY
- D. GENERAL
- E. IRAN DIVESTMENT ACT
- F. NON-COLLUSION
- G. BACKGROUND CHECK REQUIREMENT FOR SCHOOL SYSTEM SUPPLIERS

## **BIDDERS QUALIFICATION STATEMENT**

If requested, I will provide a completed copy of this Statement.

## **BID ENVELOPE COVER**

I have completed this Form by responding to each item in Part 1 and Part 2, as instructed, and have firmly attached it to the outside of the envelope containing this Bid.

## **AGREEMENTS**

In submitting this Bid, I agree to:

- 1. Hold my Bid open for sixty (60) days after the Bid date.
- 2. The prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, or parties in interest.
- 3. Have a drug free workplace program in place that complies with Title 50, Chapter 9 of the Code of Tennessee.
- 4. Enter into and execute a Contract, if awarded on the basis of this Bid, and to furnish Guarantee Bonds in accordance with the General Conditions.
- 5. Accomplish the work in accordance with the Contract Documents.
- 6. To Commence work immediately upon a Notice to Proceed and fully complete all work indicated within \_\_\_\_\_ Calendar Days.
- **NOTE:** If a Corporation, Bid must be signed by a person authorized by the Corporation Bylaws to bind it into a Contract.

| lame of Firm:   | <u> </u> |
|-----------------|----------|
| Signed by:      |          |
| Date:           |          |
| N License No:   |          |
| Classification: |          |
| Expiration:     |          |

**END OF BID FORM** 

## CONTRACT

This Contract, made and entered into on this the \_\_\_\_\_\_, by and between the CITY OF KINGSPORT, TENNESSEE, a municipal corporation, duly organized and existing under and by virtue of the laws of the State of Tennessee, with situs in Sullivan County, Tennessee, hereinafter referred to as the City, and \_\_\_\_\_\_,hereinafter referred to as the Contractor.

## WITNESSETH:

*WHEREAS*, the City has taken all steps required by law for the construction of certain improvements, to-wit:

all in a proper and workman like manner as set forth herein; and has advertised, requested and received bids, as required by law, which bids, being sealed, were opened on the\_\_\_\_\_\_; and the City, by its Board of Mayor and Aldermen, rejected all other bids or proposals, and accepted the proposal or bid of the Contractor herein, all of which is set forth in the minutes of said meeting, to which reference is here made.

*NOW*, *THEREFORE*, in consideration of the promises, and for the further considerations hereinafter mentioned, this Contract is hereby mutually understood and agreed to by and between the parties hereto for themselves, their personal representatives, successors and/or assigns.

**SECTION 1. SCOPE OF THE CONTRACT.** The Contractor shall furnish all the materials and will perform all the work as provided by the following enumerated plans, specifications and documents, which are attached hereto and made a part hereof, as it is fully copied and contained herein:

- 1. Bids Wanted as published in the "Kingsport Times-News" on
- 2. Specifications on file in the office of the City Manager and previously sent to the Contractor.

The Contractor shall defend, indemnify and save harmless the City of Kingsport from any and all claims and suits for injury to person or property arising out of the performance of this Contract, caused by the acts or omissions of the Contractor, its agents, employees or sub-Contractors, excepting bodily injury or property damage caused by the sole negligence of the City of Kingsport, its agents or employees.

**SECTION 2. TIME OF COMPLETION.** The work to be performed under this Contract shall be commenced within \_\_\_\_\_\_\_ calendar days after Notice of Acceptance and will be completed within \_\_\_\_\_\_ calendar days.

**SECTION 3. THE CONTRACT PRICE.** The City shall pay, in current fund, the Contractor for the performance of this Contract on the basis of the unit price cost per unit, as set forth in SECTION 1 above, and as set out and stipulated in the bid or proposal of said Contract, and the total cost of

is an estimated total cost, based upon the number of units required for the completion of this improvement and in the event there is any variation in the units actually required in the

performance of this Contract, and the estimate made above, then the unit price shall in all things control, so that the total estimated cost of \_\_\_\_\_\_

is subject to being increased in the event the units required for this improvement are greater than that estimated, and is subject to being decreased in the event said units are less than that estimated; which said payment, based upon the unit costs mentioned above, shall be full compensation for all materials and supplies furnished, and all labor done by the Contractor under and pursuant to this Agreement, and said sum shall also pay for all losses or damages of the Contractor arising out of the nature of the work, and for any and all expenses incurred in consequence of the work under this Contract, and for the well and faithful performance of said Contract.

## SECTION 4. METHOD OF PAYMENT.

A. PARTIAL PAYMENTS. On or before the fifteenth day of each calendar month, the City shall make partial payments to the Contractor on the basis of a duly certified and approved estimate by the Contractor of the work satisfactorily executed and in place during the preceding calendar month, less five percent (5%) of such estimate, which five percent (5%) is to be retained by the City until all work has been performed strictly in accordance with this Contract and until such work has been accepted by the City.

Estimates may at any time be withheld or reduced if, in the opinion of the City, the work is not proceeding in accordance with the provision of the Contract. Ordinarily, estimates by the Contractor will be made at the end of each calendar month, and partial payments within fifteen days thereafter.

**B.** FINAL PAYMENT. The Contractor shall, within \_\_\_\_\_\_\_ after completion of this Contract, prepare a statement of the total cost of the work done hereunder, and the City shall pay the entire sum so found to be due hereunder, after deducting herefrom all previous payments and all amounts to be kept and all amounts to be retained under the provisions of this Contract. All prior partial payments and estimates shall be subject to correction in the statement of "Total Cost".

The Contractor obligates and binds himself for the payment of all bills incurred for the purchase of materials, equipment, tools, supplies and labor necessary for the construction of any and all of the improvements, and before final payment shall be due and payable, and as an express condition precedent thereto, the Contractor shall furnish the City satisfactory evidence showing that all bills for labor and material have been paid in full.

**SECTION 5. BOND.** The Contractor obligates and binds himself, his successors and assigns, to pay all bills incurred for the purchase of materials, tools, supplies and labor necessary for the full performance of this Contract, and covenants to and with the City, to execute on behalf of the City, surety bonds MARKED "A" and "B" made a part hereof, and reference is made to said two exhibits "A" and "B", which shall at all times during the life of this Contract guarantee the full and faithful performance of all the terms, conditions and covenants of this Contract together with the full and final payment and satisfaction of all obligations and bills incurred by the Contractor.

Bonds "A" and "B" shall be written by an agent representing some reputable insurance and bonding company authorized to do business in the State of Tennessee subject to approval by the City Attorney, City of Kingsport.

SECTION 6. INSURANCE. The Contractor aforesaid shall at all times keep in full force and effect, during the life of this Contract, Worker's Compensation Insurance in accordance with Title 50, Tennessee Code Annotated and all Amendatory Acts thereto, covering all of the employees during the progress of said construction work, and to furnish the City satisfactory evidence that he has in full force and effect such insurance on all of his employees used in the execution and carrying out the work under this Contract. Also, the Contractor shall have comprehensive general public liability insurance in amounts acceptable to the City. The Contractor will furnish comprehensive automobile liability insurance and furnish the City with certificates of insurance or policies and maintain the insurance in such form as shall be satisfactory to the City. The Contractor shall obtain and maintain Owners liability insurance specifically naming City as the insured to defend, indemnify and save harmless the City from any and all claims and suits for injury to persons, including death, or property damage arising out of the performance of the Contract caused in any way by the acts or omissions of the Contractor or the Contractor's agents, employees, or sub-Contractors during or in connection with the Contract work, excepting bodily injury or death or property damage caused by the sole negligence of the City, its agents or employees.

**SECTION 7. SAFEGUARDS.** The Contractor shall at all times during the progress and execution of said work to be done under the terms of this Contract, furnish and maintain all necessary signals and signs, safeguards and warning in, near and upon the place where said work is being done, so as to protect and prevent the public from being injured in any way or manner by reason of the construction of said improvements or work done in connection with and under the terms and provisions of this Contract.

IN WITNESS whereof the parties by their authorized agents have executed this contract.

CITY OF KINGSPORT, TENNESSEE BY:\_\_\_\_\_

ATTEST:

RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY

(REVISED 08/18/14)

#### PERFORMANCE BOND

#### BOND "A"

| STATE O    | F             |                  |              |             |                     |              |              |               |       |
|------------|---------------|------------------|--------------|-------------|---------------------|--------------|--------------|---------------|-------|
| COUNTY     | ' OF          |                  |              |             |                     |              |              |               |       |
| T          | * 7           |                  |              |             |                     |              | (            | herein called | l tha |
|            | Ve,           |                  |              |             |                     |              | (            | nerem canec   | l the |
|            | or"), as Prii |                  |              |             |                     |              |              |               |       |
| do hereby  | / acknowled   | ge ourselves in  | ndebted a    | nd firmly b | ound and held un    | to the Cit   | y of Kings   | sport, Tennes | ssee, |
|            |               |                  |              |             | existing under and  | by virtue o  | of the laws  | of Tennessee  | , for |
| the use a  | nd benefit    | of those entitle |              |             |                     |              |              |               |       |
| (\$        |               | ) do             | llars, for t | he payment  | of which well and   | l truly to l | be made in   | lawful mone   | y of  |
| the United | d States, we  | do hereby bind   | ourselves,   | our success | ors and assigns, he | irs and per  | rsonal repre | sentatives.   |       |
| L          | BUT THE C     | ONDITION O       | F THE F      | OLLOWIN     | G OBLIGATION        | OR BONI      | D IS THIS    | WHEREAS       | , the |
| Owner      | has           | engaged          | the          | said        | Contractor,         | for          | the          | sum           | of    |
|            |               |                  |              |             | (\$                 | ,,           | ) to         | construct     | the   |
| following  | improvemen    | nts, to wit:     |              |             |                     |              |              |               |       |
| Ū.         | ~             |                  |              |             |                     |              |              |               |       |

as more fully appears in a written agreement bearing the date of \_\_\_\_\_\_\_\_, a copy of which said agreement or contract is by reference hereby made a part of hereof, and it is the desire of the said Owner that the said Contractor shall assure all undertakings under said agreement or contract, and shall assure and protect all laborers and furnishers of material on said work as provided by Chapter 182 of the Acts of the General Assembly of Tennessee of 1899, and any and all amendments thereto, including, without being limited to, Chapter 121 of the Public Acts of 1923, and Chapter 121 of the Public Acts of 1925, all of which were codified and re-enacted in Sections 7955 to 7959, inclusive, of the Code of Tennessee of 1932, and also in dependently of said statutes.

**NOW, THEREFORE,** if the said Contractor shall fully and faithfully perform all the undertakings and obligations under the said agreement or contract hereinabove referred to and shall fully indemnify and save harmless the said Owner from any and all outlay and expense which it may incur in making good any default, and shall fully pay all the labor, material and work used by said Contractor or any immediate or remote sub-Contractor or furnisher of material under him in the performance of said contract, in lawful money of the United States as the same shall become due, then this obligation or bond shall be null and void, otherwise to remain in full force and effect.

And, for value received, it is hereby stipulated and agreed that no change, extension of time, alteration or addition to the terms of said agreement or contract or in the work to be performed thereunder or the specifications or drawings accompanying the same shall in any wise affect the obligations under this obligation or bond, and notice is hereby waived of any such change, extension of time, alteration or addition to the terms of the agreement or contract or to the work or to specifications.

In witness whereof the said Contractor has hereunto affixed its signature and said surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers on this the \_\_\_\_\_ day of

,\_\_\_\_\_,

| WITNESS:             | PRINCIPAL               |                    |
|----------------------|-------------------------|--------------------|
|                      | TITLE                   |                    |
| WITNESS:             | SURETY                  |                    |
|                      | BY:<br>ATTORNEY-IN-FACT |                    |
| APPROVED AS TO FORM: |                         |                    |
| CITY ATTORNEY        | C-4                     | (REVISED 05/16/00) |

#### PAYMENT BOND

#### BOND "B"

|          | TE OF<br>NTY OF   |                |                 |               |                   |                           |                |
|----------|-------------------|----------------|-----------------|---------------|-------------------|---------------------------|----------------|
| 11/17    | KNOW              | ALL            | MEN             | BY            | THESE             | PRESENTS                  | THAT:          |
| WE,      |                   |                |                 |               |                   | Contractor, princip       | ,              |
|          |                   |                |                 |               |                   | l and firmly bound unto   |                |
| Kingspor | rt, Tennessee, ar | nd John Clark, | Jennifer Axsom  | Adler, Joe B  | egley, Betsy Co   | ooper, Colette George, M  | like McIntire. |
| and Tom  | my Olterman, n    | nembers of the | Board of Mayor  | and Alderm    | en of the City of | of Kingsport, Tennessee,  | and Tilden J   |
| Fleming, | City Manager      | of said City,  | the persons hav | ing charge of | of letting of co  | ntract for the constructi | on of certain  |
| improver | ments, to wit:    |                |                 |               |                   |                           |                |

in the penalty of

for the payment of which we bind ourselves, our several personal representatives and assigns, jointly, and individually, by these presents.

WITNESS our hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT: WHEREAS, General Contractor, who entered into an Agreement with the City of Kingsport, Tennessee, dated the \_\_\_\_\_\_\_ for the furnishing of all materials, equipment, tools, supplies and labor for the construction of certain improvements as set out in said agreement, which is incorporated herein by reference as if copies in full herein, and if the said principal, as Contractor, shall well, fully and truly perform all of the provisions of said agreement on his part and shall pay for all materials, equipment, tools, supplies and labor so used in the performance of said contract in lawful money of the United States and will furnish to the City satisfactory evidence of the fact of such payments therefore, and that no lien is claimed against the property of said City in which the same are incorporated, and/or furnish the City Manager with waivers of any liens that might exist therefore, then this obligation to be null and void; otherwise, to remain in full force and effect.

It is understood and agreed that this bond is executed in compliance with the provisions of, but not limited to, Chapter 182 of the Acts of the General Assembly of Tennessee for 1899, and/or any and all Acts amendatory thereof.

And, for value received, it is hereby stipulated and agreed by the surety that no change, extension of time, alteration or addition to the term of said agreement or contract or in the work to be performed thereunder or the contract documents accompanying the same shall in any wise affect the obligations and liabilities under this bond, and notice is hereby waived of any such change, extension of time, alteration or addition to the terms of the agreement or contract, the contract documents or to the work.

| WITNESS THE SIGNATURES OF THE Principal and Surety on this the day | <b><i>URES OF THE</i></b> Principal and Surety on this the da | d | e |  |  |  | the | this | t | on | Surety | nd | ; | Princip | THE | OF | SIGNATURES | THE | WITNESS |
|--|---|---|---|--|--|--|-----|------|---|----|--------|----|---|---------|-----|----|------------|-----|---------|
|--|---|---|---|--|--|--|-----|------|---|----|--------|----|---|---------|-----|----|------------|-----|---------|

WITNESS:

PRINCIPAL

TITLE

WITNESS:

SURETY

BY: ATTORNEY-IN-FACT

APPROVED AS TO FORM:

CITY ATTORNEY

(REVISED 06/15/17)

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| TO OWNER:   | PROJECT:                                    | APPLICATION NO.: Distribution to:<br>PERIOD TO: DOWNER<br>PROJECT NOS.: DOWNER   |
|---|---|--|
| FROM CONTRACTOR:  | VIA ARCHITECT:                              | CONTRACT DATE:   |
| CONTRACT FOR:   |   |  |
| <b>CONTRACTOR'S APPLICATION FOR PAYMENT</b><br>Application is made for payment, as shown below, in connection with the Contract.<br>Continuation Sheet, AIA Document G703, is attached. | OR PAYMENT<br>connection with the Contract. | The undersigned Contractor certifies that to the best of the Contractor's knowledge, infor-<br>mation and belief the Work covered by this Application for Payment has been completed<br>in accordance with the Contract Documents, that all amounts have been paid by the<br>Contractor for Work for which previous Certificates for Payment were issued and pay-<br>ments received from the Owner, and that current payment shown herein is now due.  |
|   | 5   | CONTRACTOR:  |
| 3. CONTRACT SUM TO DATE (Line 1 ± 2)  | S   | By: Date:  |
| 4. TOTAL COMPLETED & STORED TO DATE<br>(Column G on G703)   | 64<br>                                      | State of:<br>County of:  |
| 5. RETAINAGE:<br>a% of Completed Work \$<br>(Columns D + E on G703)   |   | Subscribed and sworn to before<br>me this day of   |
| b% of Stored Material \$<br>(Column F on G703)<br>Total Retainage (Line 5a + 5b or<br>Total in Column 1 of G703)  |   | Notary Public:<br>My Commission expires:   |
| 6. TOTAL EARNED LESS RETAINAGE  |   | ARCHITECT'S CERTIFICATE FOR PAYMENT  |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT<br>(Line 6 from prior Certificate)  |   | In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect certifies to the Owner that to the best of the   |
| 8. CURRENT PAYMENT DUE  | \$  | Austimeet's knowledge, indicated, the quality of the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor  |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE<br>(Line 3 less Line 6) \$  |   | AMOUNT CERTIFIED   |
| CHANGE ORDER SUMMARY ADDITIONS  | DEDUCTIONS                                  | (Attacb explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to   |
| Total changes approved in previous months by Owner  |   | conform to the amount certified.)<br>ARCHITECT:  |
| TOTALS  |   | By: Date: Da |
| NET CHANGES by Change Order   |   | tractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.  |
| ALA DOCUMENT GTOR . APPLICATION AND CERTIFICATE FOR PAYMENT . 1992 EDITION . AA   |   |  |

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CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: APPLICATION DATE: PERIOD TO: ARCHITECT'S PROJECT NO.:

|     |       | NO.   |                | >     |
|-----|-------|---|----------------|-------|
|     |       | DESCRIPTION OF WORK                           |                | 8     |
|     |       | SCHEDULED                                     |                | C     |
| · · |       | FROM PREVIOUS<br>APPLICATION<br>(D + E)       | WORK CO        | D     |
|     |       | THIS PERIOD                                   | WORK COMPLETED | tri   |
|     | 0.000 | PRESENTLY<br>STORED<br>(NOT IN<br>D OR E)     | MATERIALS      | ţ۲    |
|     |       | COMPLETED<br>AND STORED<br>TO DATE<br>(D+E+F) | TOLYT          | G     |
|     |       | (C + C)                                       |                |       |
|     |       | TO<br>FINISH<br>(C - G)                       | ENT ANCE       | æ     |
|     |       | RETAINAGE<br>(IF VARIABLE)<br>RATE)           |                | bud . |

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## CITY OF KINGSPORT, TENNESSEE

## Contractor's Affidavit and Final Waiver of Lien

## Instructions

- 1. This instrument will not be satisfactory or acceptable unless the following information is included:
  - The "County Of" shall be completed by the contractor's agent and indicate where the form is signed;
  - Company/Business name shall be as stated in signed Agreement/Contract;
  - Project name shall be as stated in signed Agreement/Contract;
  - Contractor's Affidavit and Final Waiver of Lien must be returned with original signatures prior to final payment; and
  - Facsimiles are not accepted.
- 2. The contractor's agent signature on the waiver should be in accordance with the following:
  - If a partnership, one of the partners must sign and show after his signature the fact that he is a partner;
  - If a corporation signed by an executive office, the official title of such officer being placed after his signature and the corporate seal affixed;
  - A signature by one individual on behalf of another individual will not be accepted unless the waiver is accompanied by power of attorney showing the authority of such individual to sign on behalf of the other individual.

## CONTRACTOR'S AFFIDAVIT AND FINAL WAIVER OF LIEN

STATE OF TENNESSEE

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, being duly sworn, depose and state that I make this Affidavit and Final Waiver of Lien, as agent and on behalf of \_\_\_\_\_, and that I am fully authorized to do so.

NOW, THEREFORE, for and in consideration of the payment by the City of Kingsport, Tennessee to \_\_\_\_\_\_\_\_ (hereinafter Contractor) the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, the Contractor, through the undersigned, does hereby forever discharge and release the City of Kingsport, Tennessee from any and all mechanic's liens, claims or demands for payment for and on account of labor and materials furnished and rendered to the construction and arising from the furnishing of labor and materials for the improvement and construction of the following described Project:

The Contractor, through the undersigned, further warrants that it has paid all of its subcontractors, suppliers and materialmen for any and all labor, materials and services rendered in connection with the construction and improvement of the above-described project and that it has complied with all local, state and federal laws applicable to its work on the project. Additionally, the undersigned agrees to indemnify and hold harmless the City of Kingsport, Tennessee from and against any and all claims, damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting from any non-payment by the undersigned to any subcontractor, supplier, laborer or materialman to the above-described Project.

Further, the Contractor, through the undersigned warrants that all materials and equipment covered by this payment or used in the above-described Project are free and clear of all liens, claims, security interests and encumbrances.

DATED this \_\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_.

CONTRACTOR

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_.

My Commission Expires:

NOTARY PUBLIC

NOTE: Original signatures on this form must be returned prior to final payment. Facsimiles are not accepted.

WL - 2

(Revised 09/12/13)

## CONSENT OF SURETY TO FINAL PAYMENT

AIA Document G707

(Instructions on reverse side)

TO OWNER: (Name and address)

PROJECT: (Name and address) ARCHITECT'S PROJECT NO .:

CONTRACT FOR:

CONTRACT DATED:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the *(Insert name and address of Surety)* 

on bond of (Insert name and address of Contractor)

, CONTRACTOR, hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to (Insert name and address of Owner)

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: (Insert in writing the month followed by the numeric date and year.)

(Surety)

(Signature of authorized representative)

Attest: (Seal):

eal):

OWNER 
ARCHITECT 
CONTRACTOR 
SURETY 
OTHER

, SURETY,

, OWNER,

(Printed name and title)

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## **INSTRUCTION SHEET**

#### FOR AIA DOCUMENT G707, CONSENT OF SURETY TO FINAL PAYMENT

#### A. GENERAL INFORMATION

#### 1. Purpose

This document is intended for use as a companion to AIA Document G706, Contractor's Affadavit of Payment of Debts and Claims, on construction projects where the Contractor is required to furnish a bond. By obtaining the Surety's approval of final payment to the Contractor and its agreement that final payment will not relieve the Surety of any of its obligations, the Owner may preserve its rights under the bond.

#### 2. Related Documents

This document may be used with most of the AIA's Owner-Contractor agreements and general conditions, such as A201 and its related family of documents. As noted above, this is a companion document to AIA Document G706.

#### 3. Use of Current Documents

Prior to using any AIA document, the user should consult the AIA, an AIA component chapter or a current AIA Documents List to determine the current edition of each document.

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A limited license is hereby granted to retail purchasers to reproduce a maximum of ten copies of a completed or executed G707, but only for use in connection with a particular project. Further reproductions are prohibited without the express permission of the AIA.

#### **B. CHANGES FROM THE PREVIOUS EDITION**

Changes in the location of various items of information were made, without revision to the substance of the document.

#### C. COMPLETING THE G707 FORM

GENERAL: The bond form is the usual source of required information such as the contract date and the names and addresses of the Surety, Owner, Contractor and Project.

ARCHITECT'S PROJECT NO.: This information is typically supplied by the Architect and entered on the form by the Contractor.

CONTRACT FOR: This refers to the scope of the contract, such as "General Construction" or "Mechanical Work".

#### D. EXECUTION OF THE DOCUMENT

The G707 form requires both the Surety's seal and the signature of the Surety's authorized representative.

## LIST OF DRAWINGS

- A-0 COVER SHEET
- A-1 ROOF PLAN DEMOLITION & EXISTING CONDITIONS

.

- A-2 EXISTING CONDITIONS TYPICAL DETAILS
- A-3 ROOF PLAN REPLACEMENT

# **DIVISION 1 – GENERAL REQUIREMENTS**

## SECTION 01010

## SUMMARY OF WORK

## PART 1 GENERAL

## 1.01 WORK INCLUDED

- A. Briefly and without limiting the scope of work, the project consists of :
  - 1. Removal of existing LOOSE LAID / BALLASTED AND ADHERED EPDM ROOFING SYSTEMS including:
  - a. Rounded Riverbed Gravel Ballast 1"- 2" in diameter.
  - b. All EPDM .045 Roofing Membrane and Wall Flashings.
  - c. Tapered EPS Insulation & Wood Fiber Board
  - d. All Metal Copings & Trim.
  - e. Flashings, Cants, Wall Termination Bars & Covers.
  - f. Metal Thru-Wall Scuppers.
  - g. All Gutters, Downspouts, Conductor Heads and Splash Blocks.
  - h. Miscellaneous items identified on Demolition Drawings A-1 & A-2.
- **B.** Repair and/or Replacement of damaged Decking and Wood Nailers encountered during demolition of Existing Roof Systems. This work will be covered on Unit Price Basis as stipulated on the Bid Form.

# The Contractor must submit a Change Order request and be in receipt of an approved Change Order before proceeding with repair work covered under Unit Prices.

## 1.02 WORK NOT INCLUDED

**A.** Any item noted on the drawing as "NIC" or "Not in Contract".

## 1.03 RELATED DOCUMENTS

**A.** Drawings and general provisions of the contract, incoming general and supplemental conditions and other Division 1 specifications apply to this section.

## 1.04 USE OF SITE AND PREMISES

**A.** Limit use of site and premises to allow:

## SUMMARY OF WORK 01010

- 1. Work by others
- 2. Use of site by the Staff, Students and Public.
- 3. Ingress to and egress from the building.
- **B.** Arrange for office & storage space, parking and the delivery of materials and equipment with Owner and Architect before Demolition is started.
- **C.** Restrict demolition operations and storage of materials to areas of the site mutually agreed upon and in such manner as to not block emergency exits and access of firefighting equipment to the building and facilities.
- **D.** Control and supervise construction vehicular traffic and operation of construction equipment to avoid damage to existing structures and facilities which are to remain in place.

## 1.05 VERIFICATION OF DIMENSIONS

- A. Dimensions, details, and locations shown on the drawings in reference to existing structures and utilities have been taken from original construction documents. While these are the best data obtainable, they are not guaranteed by the Architect or Owner for accuracy.
- **B.** Before proceeding with any work dependent upon the data involved, the Contractor shall field check and verify all dimensions, grades, line levels, or other conditions of limitations at the site and building to avoid construction errors. If any work is performed by the Contractor or by his Subcontractors prior to adequate verification of applicable data, any resultant extra cost adjustment of work to conform to existing limitations shall be borne by the Contractor without reimbursement or compensation by the Owner.

## 1.06 LAYOUT AND CONTROL POINTS

- A. The initial lines, grades, and dimensions necessary for the location and control of the work under the Contract are shown on the Contract Drawings.
- **B.** In the event of disagreement between the Contract Documents, the Contractor will obtain written instructions from the Architect before proceeding with the work.

The Contractor shall provide for himself all additional information as may be necessary to begin work and insure proper control of the work until completed. It shall be the Contractor's responsibility to satisfy himself as to the accuracy of all conditions before beginning construction.

**C.** If the Contractor has knowledge of or reason to believe the likelihood of failure, he will transmit such knowledge to the Architect, and ask for written instructions before proceeding with the work.

## 1.07 BUILDING PRODUCTS USE

- A. It is the responsibility of the contractor to inform himself concerning the application of the products he uses to follow the directions of the manufacturer.
- B. In the event of disagreement between the Contract Documents and the manufacturer's directions, the Contractor will obtain written instructions from the Architect before proceeding with the installation.

| PART 2 | PRODUCTS  | (Not Used) |
|--------|-----------|------------|
| PART 3 | EXECUTION | (Not Used) |

**END OF SECTION** 

## SECTION 01019

## CONTRACT CONSIDERATIONS

## PART 1 GENERAL

## 1.01 SECTION INCLUDES

- A. Unit Prices
- B. Schedule of Values
- C. Applications for Payment

## 1.02 RELATED SECTIONS

- A. General Conditions
- B. Special Conditions
- C. Section 01300 Submittals: Schedule of Values
- D. Section 01600 Material and Equipment: Product Substitutions.

## 1.03 UNIT PRICES

- A. REPAIR / REPLACEMENT OF EXISTING ROOF DECKING
  - 1. Damage encountered to existing Gypsum Roof Deck during removal of EPDM Roofing System shall repaired or replaced on the Unit Price Basis indicated on the Bid Form.
  - 2. Damage encountered to existing Fibertex Roof Deck during removal of EPDM Roofing System shall repaired or replaced on the Unit Price Basis indicated on the Bid Form.
- B. REPAIR / REPLACEMENT OF EXISTING WOOD NAILERS
  - 1. Damage encountered to existing Wood Nailers during removal

## CONTRACT CONSIDERATIONS 01019

of EPDM Roofing System shall repaired or replaced on the Unit Price Basis indicated on the Bid Form.

- C. 1. Adjustments in the Contract will be based on Unit prices indicated on the Bid Form and quantities identified by site measurements compiled jointly by the Architect and Contractor in place.
  - 2. <u>Notify Architect when first encountered before proceeding</u> with removal.
  - 3. Quantity of Work and Change Order Amount must be agreed upon prior to commencement of repairs or replacement of damaged materials.
- D. 1. Unit Prices are to include materials, labor, taxes, insurance and overhead & profit.

## 1.04 SCHEDULE OF VALUES

- A. Submit typed schedule on AIA Form G73 Application and Certificate for Payment Continuation Sheet.
- B. Submit Schedule of Values in duplicate within 20 days after date of Owner-Contractor Agreement.
- C. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the major specification Section. Identify site mobilization, bonds, and insurance.
- D. Include in each line item, the amount of Allowances specified in this Section.
- E. Include separately from each line item, a directly proportional amount of Contractor's overhead and profit.
- F. Revise schedule to list approved Change Orders, with each Application for Payment.

## 1.05 APLICATION FOR PAYMENT

- A. Submit three copies of each application on AIA Form G702 Application and Certificate for Payment.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.

**END OF SECTION** 

## Section 01039

## **COORDINATION AND MEETINGS**

## PART 1 GENERAL

## 1.01 SECTION INCLUDES

- A. Coordination
- B. Field Engineering
- C. Cutting and Patching
- D. Preconstruction Conference
- E. Progress Meetings

## 1.02 COORDINATION

- A. Coordinate scheduling, submittals, and Work of the various Sections of specifications to assure efficient and orderly sequence of work.
- B. Verify that effected utilities have been disconnected.
- C. Coordinate completion and clean up of Work of separate Sections in preparation for Substantial Completion.
- D. Coordinate location of security fencing traffic barriers with Owner and Architect before installation.

## 1.03 FIELD ENGINEERING

A. Provide field engineering services as required.

## 1.04 CUTTING AND PATCHING

- A. Employ skilled and experienced workers to perform cutting and removing structural members embedded in buildings which are to remain.
- B. Submit written request in advance of cutting altering elements which affects:
  - 1. Structural integrity of element.

## COORDINATION AND MEETINGS 01039

- 2. Integrity of weather-exposed or moisture-resistant elements.
- 3. Efficiency, maintenance, or safety of element.
- 4. Visual qualities of sight-exposed elements.
- C. Execute work by methods which will avoid damage to existing structures which are to remain.
- D. Identify any hazardous substance or condition exposed during the Work to the Architect/Engineer for decision or remedy.
- E. Maintain integrity of existing fire and/or smoke rated walls, floors, ceilings, and sprinkler systems.

## 1.05 **PRECONSRUCTION CONFERENCE**

- A. Schedule a pre-construction conference before starting work, at a time convenient to the Owner and Architect, but no later than 10 days after execution of the Agreement.
- B. Attendance Required: Owner, Architect, Engineer, and Contractor
- C. Record meeting notes and distribute to all parties concerned.

## 1.06 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at maximum monthly intervals.
- B. Attendance Required: Job Superintendent, Owner, Architect, Engineer, as appropriate to agenda topics for each meeting.

## PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

## **END OF SECTION**

## COORDINATION AND MEETINGS 01039

## SECTION 01060

## **REGULATORY REQUIREMENTS**

## PART 1 GENERAL

## 1.01 SECTION INCLUDES

A. Codes, Standards, and Regulations

## 1.02 REFERENCES

A. Where Codes and Standards are references in the specific or on the drawings, it is the intention that these be the latest edition adopted by the governing agency under whose jurisdiction the project is to be governed. The latest edition shall be the edition in effect on the date approval is granted for work to begin.

## 1.03 CODES

A. Work shall conform to the requirements of the Uniform Building Code, codes adopted by the City of Kingsport and State of Tennessee.

## 1.04 **REGULATIONS**

- A. Comply with governing EPA Notification Regulations before starting demolition.
- B. Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Comply with OSHA Regulations regarding safety requirements.
- D. Comply will all other applicable Standards & Regulations regarding removal and disposal of asbestos containing materials (ACM).

## END OF SECTION

## REGULATORY REQUIREMENTS 01060

#### SUBMITTALS

#### PART 1 GENERAL

#### 1.01 SECTION INCLUDES

- A. Submittal procedures.
- B. Construction progress schedules.
- C. Proposed products list.
- D. Shop drawings.
- E. Product data.
- F. Not used
- G. Manufacturers' instructions.
- H. Manufacturers' certificates.

#### 1.02 RELATED SECTIONS

- A. Section 01019 Contract Considerations: Schedule of Values.
- B. NOT USED
- C. Section 01700 Contract Closeout: Contract warranty and manufacturers' certificates and closeout submittals.

#### 1.03 SUBMITTAL PROCEDURES

.

- A. Transmit each submittal with AIA Form G810.
- B. Sequentially number the transmittal forms. Resubmittals to have original number with an alphabetic suffix.
- C. Identify Project, Contractor, Subcontractor or supplier; pertinent Drawing sheet and detail number(s), and specification Section number, as appropriate.

- D. Apply Contractor's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction Work, and Coordination of information, is in accordance with the requirements of the Work and Contract Documents. No submittals will be accepted by the Architect without Contractors prior review.
- E. Schedule submittals to expedite the Project, and deliver to Architect/Engineer at business address. Coordinate submissions of related items.
- F. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- G. Provide space for Contractor and Architect/Engineer review stamps.
- H. Revise and resubmit submittals as required, identify all changes made since previous submittal.
- I. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

#### 1.04 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial progress schedule in duplicate within 20 days after date of Owner-Contractor Agreement for Architect/Engineer review.
- B. Revise and resubmit as required.
- C. Submit revised schedules with each Application for Payment, identifying changes since previous version.
- D. Submit a computer generated and/or horizontal bar chart with separate line for each section of Work, identifying first work day of each week.
- E. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.
- F. Indicate estimated percentage of completion for each item of Work at each submission.
- G. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates, including those furnished by Owner and under Allowances.

#### 1.05 PROPOSED PRODUCTS LIST

- A. Within 21 days after date of Owner-Contractor Agreement, submit complete list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

#### 1.06 SHOP DRAWINGS

- A. Shop drawings as required by individual specification sections will be submitted directly to the contractor.
  - 1. Submit number of sets contractor requires plus two (2) copies which will be retained by the Architect and his consultant where applicable.
- B. Upon completion of Architect's Review, Contractor will distribute shop drawings in accordance with Procedures indicated above and for Record Documents described in Section 01700.

#### 1.07 PRODUCT DATA

- A. Submit the number of copies which the Contractor requires, plus two copies which will be retained by the Architect/Engineer.
- B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this Project.
- C. After review, distribute in accordance with Article on Procedures above and provide copies for Record Documents described in Section 01700 Contract Closeout.

#### 1.08 SAMPLES Not required for this project

- A. Submit samples to illustrate functional and aesthetic characteristics of the Product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- B. Submit samples of finishes from the full range of manufacturers' standard colors, textures, and patterns for Architect/ Engineer's selection.
- C. Include identification on each sample, with full Project information.
- D. Submit the number of samples specified in individual specification Sections; one of which will be retained by Architect/Engineer.

#### SUBMITTALS 01300 - 3

E. Reviewed samples which may be used in the Work are indicated in individual specification Sections.

#### 1.09 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification Sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for Product Data.
- B. Identify conflicts between manufacturers' instructions and Contract Documents.

#### 1.10 MANUFACTURER'S CERTIFICATES

- A. When specified in individual specification Sections, submit manufacturers' certificate to Architect/Engineer for review, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference date, affidavits and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Products, but must be acceptable to Architect/Engineer.

#### 1.11 EXECUTION

#### A. CONTRACTOR'S REVIEW

Review each submittal and check for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.

<u>Approval Stamp</u>: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number. Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

#### B. ARCHITECT'S ACTION

<u>General</u>: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.

Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, stamp being self-explanatory:

Informational Submittals: Architect will review each submittal and will not return it, or will reject and return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.

Submittals not required by Contract Documents will not be reviewed and may be discarded.

#### PART 2 PRODUCTS

Not Used

#### PART 3 EXECUTION

Not Used

#### MATERIALS AND EQUIPMENT

### PART 1 GENERAL

#### 1.01 ASBESTOS

- A. No asbestos containing materials or products shall be incorporated into the project. All products and materials shall be 100% asbestos free.
- B. The intent of the Contract Documents is to exclude all materials and products which contain asbestos in any form or amount. In study the Contract Documents and at any time during execution of the Work, the Contractor shall at once report to the Designer any asbestos containing materials or products that he may discover. Do not proceed with installation of asbestos containing materials or products.
- C. Where products are specified by reference standard or in descriptive manner without manufacturer's name, model number or trade name, Contractor shall select materials or products meeting specified requirements which do not contain asbestos in any form or amount.
- D. In making requests for substitutions, Contractor shall be responsible for determining that materials and products requested for substitution are 100% free of asbestos in any form.

## **EXECUTION REQUIREMENTS**

#### PART 1 GENERAL

#### 1.01 SECTION INCLUDES

- A. Examination and acceptance of existing conditions.
- B. Demolition scope.
- C. Correction of the Work.

# 1.02 Examination and acceptance of existing condition.

- A. <u>Existing Conditions</u>: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
- B. <u>Acceptance of Conditions</u>: The Contractor assumes responsibility for identifying all existing conditions which may affect proceedings before beginning work.
- C. <u>Existing Utility Interruptions</u>: Do not interrupt utilities serving facilities utilized or occupied by Owner or others unless permitted under the following conditions and then only after arranging to provided temporary utility services according to requirements indicated:

Notify Architect and Owner not less than two (2) days in advance of proposed utility interruptions.

Do not proceed with utility interruptions without Architect's written permission.

D. <u>Review of Contract Documents and Field Conditions</u>: Immediately on discovery of the need for clarification of the Contract Document, submit a request for information to Architect. Include a detailed description of problem encountered, together with the recommendations for changing the Contract Documents.

### **1.03 DEMOLITION SCOPE**

- A. <u>Verification</u>: Before proceeding with the Work, verify scope shown on Drawings. If discrepancies are discovered, notify Architect promptly.
- B. <u>General</u>: Engage an experienced technician to lay out the Work.

#### 1.04 CORRECTION OF THE WORK

A. Repair damage to existing structures and appurtenances that were directly caused by Alteration operations. Coordinate repair requirements with Architect.

### PART 2 PRODUCTS

Not Used

#### PART 3 EXECUTION

Not Used

## CLEANING

# PART 1 GENERAL

## 1.01 DESCRIPTION

- A. Work Included: Throughout the construction period, maintain the building and site in a standard of cleanliness as described in this section.
- B. Related Work Described Elsewhere: In addition to standards described in this section, comply with all requirements for cleaning up as described in various other sections of these specifications.

## 1.02 QUALITY ASSURANCE

- A. Inspection: Conduct daily inspection, and more often if necessary to verify that requirements of cleanliness are being met.
- B. Codes and Standards: In addition to the standards described in this section, comply with all pertinent requirements of governmental agencies having jurisdiction.

## PART 2 PRODUCTS

## 2.01 CLEANING MATERIALS AND EQUIPMENT

Provide all required personnel, equipment, and materials needed to maintain the specified standard of cleanliness.

## 2.02 COMPATIBILITY

Use only the cleaning materials and equipment which are compatible with the surface being cleaned as recommended by the manufacturer of the material or as approved by the Architect.

# PART 3 EXECUTION

### 3.01 PROGRESS CLEANING

A. General:

- 1. Retain all stored items in an orderly arrangement allowing maximum access, not impeding drainage or traffic, and providing the required protection of materials.
- 2. Do not allow the accumulation of scrap, debris, waste material, and other items not required for construction of this work.
- 3. Provide adequate storage for all items awaiting removal from the job site, observing all requirements for fire protection and protection of the ecology.
- B. Job Site:
  - 1. Daily, and more often if necessary, inspect the job site and pick up all scrap, debris, and waste material. Remove all such items to the place designated for their storage.
  - 2. Maintain the job site in a neat and orderly condition at all times to the approval of the Architect.

## 3.02 FINAL CLEANING

- A. General: Prior to completion of the work, remove from the job site all tools, surplus materials, equipment, scrap, debris, and waste. Conduct final progress cleaning as described in Article 3.01 above.
- C. Timing: Schedule final cleaning as approved by the Architect to enable the Owner to accept a completely clean project.

# 3.03 CLEANING DURING OWNER'S OCCUPANCY

A. The project <u>mayl be</u> occupied during construction. Maintain a clean, safe work site as required to protect students, parents, faculty and visitors at all times.

# PROJECT CLOSEOUT

# PART 1 GENERAL

## 1.01 DESCRIPTION OF REQUIREMENTS

- A. Work Included: Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specifications Sections, apply to work of this section.
- B. Includes General Requirements near end of Contract, preparation for Final Acceptance, Final Payment, termination of contract and similar actions evidencing completion of the work.
- C. Comply with all requirements of the General Conditions and the remainder of the Contract Documents.

# 1.02 PREREQUISITES TO SUBSTANTIAL COMPLETION

- A. General: Prior to requesting Architect's inspection for certification Substantial completion, complete the following and list known exceptions in request:
  - 1. In Progress Payment Request, coincident with or first following date claimed, show either 100% completion for portion of work claimed as "Substantially complete", or list incomplete items, value of incompletion, and reasons for being incomplete.
  - 2. Include supporting documentation for completion as indicated in these Contract Documents.
  - 3. Advise Owner of pending insurance change over requirements.
  - 4. Submit specific Warranties, Workmanship/Maintenance Bonds, Maintenance Agreements, Final Certifications and similar documents.
  - 5. Obtain and submit releases enabling Owner's full and unrestricted use of the work and access to services and utilities, including (where required) Occupancy Permits, Operating Certificates, Fire Marshall Approval, and Similar Releases.

- 6. Submit Record Drawings, Maintenance Manuals, Final Project Photographs, Damage or Settlement Survey, Property Survey, and similar final record information.
- 7. Complete final cleaning up requirements, including touch up painting of marred surfaces.
- 8. Touch up and otherwise repair and restore marred exposed finishes.

# 1.03 INSPECTION PROCEDURES

A. Upon receipt of Contractor's request, Architect will either proceed with inspection or advise Contractor of prerequisites not fulfilled. Following initial inspection, Architect will either prepare certificate of Substantial Completion, or advise Contractor of work which must be performed prior to issuance of certificate; and repeat inspection when requested and assured that work has been substantially completed Results of completed inspection will form initial "Punch List" for Final Acceptance.

# 1.04 PREREQUISITES TO FINAL ACCEPTANCE

- A. General: Prior to requesting Architect's Final Inspection for certification of Final Acceptance and Final Payment, as required by General Conditions, complete the following and list known exceptions (if any) in request:
  - 1. Submit Final Payment Request with final releases and supporting documentation not previously submitted, and accepted. Include certificates of insurance for products and completed operations where required.
  - 2. Submit updated final statement, accounting for additional (final) changes to Contract Sum.
  - 3. Submit certified copy of Architect's Final Punch List of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, endorsed and dated by Architect.
  - 4. Submit final meter readings for utilities, measured record of stored fuel, and similar data as of time of Substantial Completion or when Owner took possession of and responsibility for corresponding elements of the work.

- 5. Submit three (3) Notarized copies of each AIA Document G707 Consent of Surety to Final Payment, AIA Document G706 Contractor's Affidavit of Payment of Debits and Claims, AIA Document G706A Contractor's Affidavit of Release of Liens from General Contractor and all major Subcontractors and major Material Suppliers, Warranty Statements from General Contractor and all Major Subcontractors and material Suppliers, and three (3) Close Out Documents/Maintenance Manuals from this project.
- 6. Revise and submit evident of final continuing insurance coverage complying insurance requirements.
- B. Reinspection Procedure: Upon receipt of Contractor's notice that the work has been completed, including Punch List items resulting from earlier inspections, and excepting incomplete items delayed because of acceptable circumstances, Architect will reinspect the work. Upon completion of Reinspection, Architect will either prepare certificate of Final Acceptance or advise Contractor of work not completed or obligations not fulfilled as required for Final Acceptance, if necessary, procedure will be repeated.

# 1.05 RECORD DOCUMENT SUBMITTALS

A. Record Drawings: Maintain a white print set (blue line or black line) of Contract Drawings and Shop Drawings in clean undamaged condition with mark up of actual installations which vary substantially from the work as originally shown. Mark whichever drawing is most capable of showing "field" condition fully and accurately record a cross-reference at corresponding location on working drawings. Mark with red erasable pencil, and where feasible, use other colors to distinguish between variations in separate categories of work. Mark up new information which is recognized on either Contract Drawings or Shop Drawings. Give particular attention to concealed work, which would be difficult to measure and record at a later date.

Note related Change Order numbers where applicable. Organize record drawings sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on cover of each set.

B. Record Specifications: Maintain one copy of specifications, including Addenda, Change Orders and similar modifications issued in printed form during construction, and mark up variations (of substance) in actual work in comparison with text of specifications and modifications as issued.

- C. Record Product Data: Maintain one copy of each product Data Submittal, and mark up significant variations in actual work in comparison with submitted information.
- D. Maintenance Manuals: Organize maintenance and operating manual information into suitable sets of manageable size and bind into three (3) individual binders properly identified and indexed (thumb tabbed). Include Emergency Instructions, Spare Parts Listing, Copies of Warranties, Wiring Diagrams, recommended "Turn Around" Cycles, Inspection Procedures, Shop Drawings, Product Data and similar applicable information. Bind each of the three (3) Manuals in a heavy duty 2", 3 ring vinyl covered binder, and include pocket folders for folded sheet information. Mark identification on both front and spine of each binder.

# PART 2 PRODUCTS

## (Not Applicable)

## PART 3 EXECUTION

## 3.01 GENERAL OPERATING/MAINTENANCE INSTRUCTIONS

A. Arrange for each Installer of work requiring continuing maintenance or operation, to meet with Owner's personnel, at project site to provide basic instructions needed for proper operation and maintenance of entire work include instructions by Manufacturer's Representatives where Installers are not expert in the required procedures. Review Maintenance Manuals. Record Documentation, Hazards, Cleaning and similar procedures and facilities.

# **DIVISION 2 - SITEWORK**

## REMOVAL of EXISTING EPDM ROOFING SYSTEM MATERIALS

## PART 1 GENERAL

### 1.0. DESCRIPTION

- A. Work included: Demolition required for this work includes:
  - 1. Removal of EPDM loose laid ballasted roofing.
  - 2. Removal of EPDM adhered roofing.
  - 3. Removal of fiberglass shingle roofing.
  - 4. Removal of all debris.
- B. Definitions: The term "demolition", as used herein, includes the removal of all existing objects (except for those objects designated to remain), plus such other work as is described in this section of these specifications.

## 1.02 QUALITY ASSURANCE

In addition to complying with all pertinent codes and regulations, comply with the requirements of all insurance carriers providing coverage for this work.

## 1.03 JOB CONDITIONS

- A. Dust Control: Use all means necessary to prevent spread of dust during performance of the work of this section. Thoroughly moisten all surfaces as required to prevent dust being a nuisance to the public, staff, and concurrent performance of other work on the site.
- B. Protection: Use all means necessary to protect existing objects designated to remain and, in the event of damage, immediately make all repairs and replacements necessary to the approval of the Architect and at no additional cost to the Owner.

## PART 2 PRODUCTS

### 2.01 REPLACEMENT

Replace all pavements, sidewalks, gutters, structures, lawns and landscaping that may be damaged to the original condition and to the satisfaction of the Architect.

# 2.02 OTHER MATERIALS

All other materials, not specifically described but required for proper completion of the work of this section, shall be as selected by the Contractor subject to the approval of the Architect.

## PART 3 EXECUTION

## 3.01 PREPARATION

A. NOTIFICATION: Notify the Architect and Kingsport City Schools at least five full working days prior to commencing the work of this section. Work must be scheduled to begin as soon as possible without interference in the normal operation of all school activities.

## B. Site Inspection:

- 1. Prior to all work of this section, carefully inspect the entire site and all objects designated to be removed and to be preserved.
- 2. Locate all existing utility lines and determine all requirements for disconnecting and capping.
- 3. Locate all existing active utility lines traversing the site or the area where demolition is taking place and determine the requirements for their protection.
- 4. The Contractor is to confer with the Local Water and Sewer Department Officials and Owner's Maintenance Department for the ascertaining location of any unknown utility line not shown on the drawings before commencing work.

## C. Clarification:

- 1. The drawings do not purport to show all objects existing on the site.
- 2. Before commencing the work of this section, verify with the Architect all objects to be removed and all objects to be preserved.

## D. Scheduling:

## 3.02 DEMOLITION AND REMOVAL

- A. Demolish and remove the existing construction as noted/indicated on drawings. Dispose of all demolished materials as required by all Local, State, and Federal Requirements. Remove all items necessary to be removed prior to construction of this work.
- B. Cutting into existing utility structures shall be performed only to the extent required and patched neatly and watertight.

## 3.03 REMOVAL OF DEBRIS

A. Remove all debris from the site and dispose of all removed material legally off site. Leave the site in a neat and orderly condition to the approval of the Architect. Debris receipts will be required to be turned over to the Owner.

## 3.04 SAFETY

- A. The Contractor is to observe all safety laws of Local, State, and Federal government in executing this work. This specifically includes all O.S.H.A. and E.P.A. requirements.
- B. Provide all warning signs, barricades, lights and other necessary safety devices required by agencies mentioned in paragraph 3.04.A.
- C. Provide temporary protection as required. This includes temporary fencing, barricades, warning tape or other materials or means which are needed to protect the public and the Contractors forces.
- D. Protect the occupants of the facilities, the general public, and workers at all times.

### 3.05 CLEAN UP

- A. The Contractor is to keep his operations clean at all times during execution of demotion work.
- B. Streets, highways, roads, existing paved areas and sidewalks shall be cleaned of all mud, dirt and debris as often as is required and kept clean during construction of this project.

### 3.06 PROTECTION

A. Protect all existing materials to remain. Where existing materials are damaged they shall be replaced with new materials. Protection of existing construction applies specifically to existing paving, curbs, buildings, building roofs, existing surfaces and finishes to remain and all other materials.

# DIVISION 6 – LUMBER & ROUGH CARPENTRY

## LUMBER AND ROUGH CARPENTRY

## PART 1 GENERAL

### 1.01 DESCRIPTION

A. Work Included: All wood decking, blocking and nailers, nails, bolts, screws, framing anchors and other rough hardware, and all other items needed for rough and finished carpentry in this work but not specifically described in other sections of these specifications.

## 1.02 QUALITY ASSURANCE

- **A.** Standards: In addition to complying with all pertinent Codes and Regulations, all materials of this section shall comply with the pertinent provisions of:
  - 1. Southern Pine: "Standard Grading Rules for Southern Pine" as published by the Southern Pine Inspection Bureau.
  - Plywood: "Softwood Plywood Construction and Industrial" (amended June 1969) Product Standard PS 1 66 of U.S. Department of Commerce, Bureau of Standards.
  - 3. Rough Hardware: "Specifications for the Design, Fabrication, Erection of Structural Steel for Buildings" of the American Institute of Steel Construction.
  - 4. Other: Similar and pertinent reference Standards for the products needed.
  - 5. AWPI: American Wood Preservers Institute for Treated Members. AWPA P-5 and Federal Standard TT-W-550.
- **B.** Conflicting Requirements: In the event of conflict between pertinent Codes and Regulations and the requirements of the referenced standards or these specifications, the more stringent provisions shall govern.

### 1.03 SUBMITTALS

**A.** Make all requests for substitution in strict accordance with the provisions.

## 1.04 PRODUCT HANDLING

### A. Protection:

- 1. Use all means necessary to protect the materials of this section before, during and after delivery to the job site, and to protect the installed work and materials of all other trades.
- 2. Deliver the materials to the job site and store, in a safe area, out of the way of traffic and shored up off the ground surface.
- 3. Identify all framing lumber as to grades and store all grades separately from other grades.
- 4. Protect all metal products with adequate waterproof outer wrappings.
- 5. Use extreme care in the of loading of lumber to prevent damage, splitting, and breaking of materials.
- **B.** Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Architect and at no additional cost to the Owner.

## PART 2 PRODUCTS

### 2.01 GRADE STAMPS

- A. Framing Lumber: Identify all framing lumber by the grade stamp of the Southern Pine Inspection Bureau or such other grade stamp as is approved in advance by the Architect.
- **B.** Plywood: Identify all plywood as the species, grade, and glue type by the stamp of the American Plywood Association.
- **C.** All concealed wood framing or blocking members in roofs and similar areas such as framing for wood supporting certain raised curbs for exhaust fans and edge blocking are to be Southern Yellow Pine Pressure Treated members and are to designated as such.
- **D.** Other: Identify all other materials of this section by the appropriate stamp of the agency listed in the reference standards, or by such other means as are approved in advance by the Architect.

# 2.02 MATERIALS

**A.** All materials of this, unless specifically otherwise approved in advance by the Architect, shall meet or exceed the following:

# ITEM

## **DESCRIPTION**

| Horizontal Framing<br>Members, Railing<br>Members, Decking,<br>Nailers, Curbs and<br>Blocking:                    | "COX" – Pressure Treated Southern Yellow Pine, dry.  |
|---|--|
| 8" Round Piers<br>and Framing in<br>contact with water.   | "COX" – Pressure Treated Southern Yellow Pine, dry,<br>Marine Grade  |
| Steel Hardware:   | ASTM A& or A-36 (Use galvanized at all Exterior Locations)   |
| Machine Bolts:  | ASTM A-307.  |
| Lag Bolts:  | Federal Specification FF-B-561.  |
| Nails:  | Common (except as noted). Federal Specification FF-N-1-1 (Use Galvanized at all Exterior Locations.)               |
| Plywood Roof<br>Decking:  | Structural II, C-C, Exterior or Standard Sheathing Grade with exterior glue. APA Rated.                            |
| Pressure Treated<br>Wood:   | ACQ Preservative for below ground, in contact with water or masonry.0.25lb./cu ft. minimum preservative retention. |
| Pavilion Roof Framing (Concealed):  | Southern Pine #2 minimum or Douglas Fir #2 minimum.  |
| Pavilion Posts, Soffits,<br>Fascias, Ceiling, All<br>Exposed Trim, Rafter<br>Tails and Hand Split<br>Roof Shakes: | Western Red Cedar  |

## 2.03 OTHER MATERIALS

**A.** All other materials not specifically described but required for a complete and proper installation as indicated on the drawings, shall be new, suitable for the intended use, and subject to the approval of the Architect.

# PART 3 EXECUTION

## 3.01 SURFACE CONDITIONS

- A. Inspection
  - 1. Prior to all work of this section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation my properly commence.
  - 2. Verify that rough carpentry may be performed in strict accordance with the original design and all pertinent Codes and Regulations.
- B. Discrepancies
  - 1. In the event of discrepancy, immediately notify the Architect.
  - 2. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.

### 3.02 WORKMANSHIP

- **A.** General: All rough carpentry shall produce joints true, tight, and well nailed with all members assembled in accordance with the drawings and with all pertinent Codes and Regulations.
- **B.** Selection of Lumber Pieces:
  - 1. Carefully Select All Members: Select individual pieces so that knots and obvious defects will not interfere with placing bolts or proper nailing or making proper connections.
  - 2. Cut out and discard all defects which will render a piece unable to serve its intended function. Lumber will be rejected by the Architect, whether or not it has been installed, for excessive warp, twist, bow, crook, mildew, fungus, or mold, as well as for improper cutting and fitting.

**C.** Shimming: Do not shim any framing component.

## 3.03 GENERAL FRAMING

- A. General:
  - 1. In addition to all framing operations normal to the fabrication and erection indicated on the drawings, install all wood blocking required for the work of other trades. (As per project, coordinate with Roofing Contractor who furnishes new deck and blocking.)
  - 2. Set all horizontal and sloped members with crown up.
  - 3. Do not notch, bore, or cut members for pipes, ducts, conduits, or other reasons except as shown on the drawings or as specifically approved in advance by the Architect.
- **B.** Exterior Work (Exposed Wood):
  - 1. Primary work is wood exposed to weather and the elements used for framing, blocking and nailers required.
  - 2. All lumber for this work is to be pressured treated wood.
  - 3. Install work accurately, level edges, without warping or splitting. Anchor wood to masonry with 1/2 " x 12" anchor bolts at 4'-0 or use power actuated fasteners.
- **C.** Bearings:
  - 1. Make all bearings full unless otherwise indicated on the drawings.
  - 2. Finish all bearings surfaces on which structural members are to rest so as to give sure and even support. Where framing members slope, cut or notch the ends as required to give uniform bearing surface.

### 3.04 BLOCKING

**A.** Blocking: Install all blocking required to support all items of finish and to cut off all concealed draft openings, both vertical and horizontal, between ceiling and occupied spaces.

### 3.05 ALIGNMENTS

On all framing members to receive a finished surface, align the finish subsurface to vary not more than 1/8" from the plane of surfaces of adjacent framing and furring members.

## 3.06 FASTENING

- A. Nailing:
  - 1. Use only common wire nails or spikes of the dimension shown on the Nailing Schedule, except where otherwise specifically noted on the drawings.
  - 2. For conditions not covered in the Nailing Schedule, provide penetration into the piece receiving the point of not less than ½ the length of the nail or spike, provided, however, that 16d nails shall be used to connect two pieces of two-inch (nominal) thickness.
  - 3. Do all nailing without splitting wood. Pre-bore as required. Replace all split members.
- B. Bolting:
  - 1. Drill holes 1/16" larger in diameter than the bolts being used. Drill straight and true from one side only.
  - 2. Bolt threads shall not bear on wood. Use washers under head and nut where both bear on wood. Use washers under all nuts.
- C. Screws:
  - 1. For lag screws and wood screws, pre-bore holes same diameter as root of threads; enlarge holes to shank diameter for length of shank.
  - 2. Screw, do not drive, all lag screws and wood screws.
- **D.** Fastening of Pressure Treated Lumber:
  - 1. All fasteners used in pressure treated lumber shall be hot dip galvanized.
  - 2. Fasteners shall meet ASTM A-153 specification for hot dipped galvanizing.

# 3.07 NAILING SCHEDULE

Perform all nailing in strict accordance with "Nailing Schedule" in the applicable edition of the International Building Code.

# DIVISION 7 – THERMAL AND MOISTURE PROTECTION

# PREPARATION OF EXISTING ROOFING AND GENERAL REQUIREMENTS

## PART 1 GENERAL

## 1.01 SCOPE

- A. Provide the labor, materials, equipment and services to complete the preparation of the existing roof surface(s) as necessary to provide the substrate required for the specified roofing system.
- B. Work with existing exhaust fans, gravity ventilators, vents, and roof drains as required by the plans to provide a new system, watertight in all respects.

### 1.02 GENERAL

- A. Work Organization: The Contractor shall plan and schedule the progression of the work so that finished areas do not have to be walked over or otherwise used as routes for material transportation in order to reach remaining work.
- B. Schedule the various project areas so that one area is completely in the dry before starting work on another.
- C. The areas under the re-roofing work may be occupied; therefore it is of utmost importance that no appreciable leaking or flooding occur during the re-roofing. Should any appreciable water damage occur to the building or its contents during the course of the work, it shall be specifically understood that rain shall not be construed as an "accepted peril."
- D. The Contractor shall be responsible for the handling and storage of material, protection of uncompleted roofing and insulation from the weather, and weekly cleaning of the debris from the site. The Contractor shall report to the Architect any defects in design which in his opinion may develop leaks, and shall be responsible for all roofing work, including flashing, roof drains, sheet metal work, edge metal work and other work necessary to produce a watertight roof.
- E. The Contractor shall, where necessary for the work, lift mechanical roof top equipment and gravity ventilators as required for preparation of the existing roof. The equipment shall be reset according to NRCA suggested

standard details. The Contractor shall furnish and install new wood nailers as may be necessary according to unit prices

- F. Upon completion the Contractor shall remove all rubbish waste material, etc. from the roof so that it is left in a clean and clear condition; such debris shall be removed from the site.
- G. The Contractor is responsible for visiting the site and satisfying himself as to the existing conditions, type of material, size of roof areas, etc. before preparation and submission of bid.

## PART 2 PRODUCTS

#### 2.01 MATERIALS

A. The work at this site consists of various distinct areas, as outlined on the drawings. Protect all adjacent roof areas which are not in this contract. Damage to adjacent, existing roof areas or construction of any kind shall be replaced or repaired at no additional cost to the Owner.

## PART 3 EXECUTION

#### 3.01 GENERAL

- A. Where gravel surface is to be removed from roofing it shall be disposed of off-site by the Contractor. A power broom or vacuum are acceptable devices for removing gravel.
- B. All machinery used for removal of gravel shall be of type which will not damage the existing substrate. The gravel shall be removed from roof level to ground level in buckets or baskets either with a roof hoist, motor crane, or sliding down open chute.
- C. Material removed and which has no reuse shall become the property of the Contractor and such materials hall be removed from the site and disposed of by the Contractor in an approved landfill. Once material to be disposed of leaves the site such material shall be the sole responsibility of the Contractor.

## 3.02 PREPARATION

- A. Preparation of existing roof areas shall include the following:
  - 1. Remove existing ballast & roofing materials as indicated and required for installation of new roof.
  - 2. Remove existing flashings at all roof-tops curb units, roof top penetrations, parapets, and walls as required to allow installation of new roofing system. Extend curbs and penetrations as may be required in order to comply with codes and requirements.
  - 3. Remove all gravel stops, gutters, downspouts, scuppers and conductor heads, splash blocks, manufactured vent hoods and walk pads.
  - 4. Clean all existing deck surfaces as required to receive new roofing system.
- B. Other preparation work to be performed in accordance with the requirements of the roofing materials used in the new system.

#### REINFORCED EPDM FULLY ADHERED ROOF SYSTEM

#### PART 1 GENERAL

#### **1.01 DESCRIPTION**

- A. The Roof Replacement Project is located at Ross N. Robinson Middle School, 1517 Jessee Street in Kingsport, Tennessee.
- B. The project consists of removing the existing Loose Laid Ballasted System and installing a new Fully Adhered EPDM Roofing System as indicated in the Construction Documents and stipulated herein.

#### **1.02 EXTENT OF WORK**

- A. Provide all labor, material, tools, equipment, and supervision necessary to complete the removal of the existing roof and installation of a new .060 Reinforced Black EPDM membrane Fully Adhered Roofing System, as specified herein or indicated on the drawings, in accordance with the manufacturer's most current specifications and details.
- B. The roofing contractor shall visit the site and be fully knowledgeable of all requirements of the contract documents and shall make themselves aware of all job site conditions that will affect their work.
- C. The roofing contractor shall confirm all given information and advise the Building Owner and Architect, prior to bid, of any conflicts that will affect their cost proposal.
- D. Any contractor who intends to submit a bid using a roofing system other than the approved manufacturers must submit for pre-qualification in writing fourteen (14) days prior to the bid date. Any contractor who fails to submit all information as requested will be subject to rejection. Bids stating "as per plans and specs" will be unacceptable.

#### 1.03 SUBMITTALS

- A. Prior to starting work, the roofing contractor must submit the following:
  - 1. Shop drawings showing layout, details of construction and identification of materials.
  - 2. Sample of the manufacturer's Total Systems Warranty covering all components of the roofing system.
  - 3. Submit a letter of certification from the manufacturer which certifies the roofing contractor is authorized to install the manufacturer's roofing system and lists foremen who have received training from the manufacturer along with the dates training was received.
  - 4. Certification of the manufacturer's warranty reserve.
- B. Upon completion of the installed work, submit copies of the manufacturer's final inspection report to the specifier prior to the issuance of the manufacturer's warranty.

#### 1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Deliver materials to the job site in the manufacturer's original, unopened containers or wrappings with the manufacturer's name, brand name and installation instructions intact and legible. Deliver in sufficient

quantity to permit work to continue without interruption.

- B. Comply with the manufacturer's written instructions for proper material storage.
  - 1. Store materials between 60°F and 80°F in dry areas protected from water and direct sunlight. If exposed to lower temperature, restore to 60°F minimum temperature before using.
  - 2. Store materials containing solvents in dry, well ventilated spaces with proper fire and safety precautions. Keep lids on tight. Use before expiration of their shelf life.
- C. Insulation and underlayment products must be on pallets, off the ground and tightly covered with waterproof materials. Manufacturer's wrap does not provide sufficient waterproofing. Insulation and underlayment products that become wet or saturated are to be discarded.
- D. Any materials which are found to be damaged shall be removed and replaced at the contractor's expense.

#### 1.05 WORK SEQUENCE

- A. Schedule and execute work to prevent leaks and excessive traffic on completed roof sections. Care should be exercised to provide protection for the interior of the building and to ensure water does not flow beneath any completed sections of the membrane system.
- B. Do not disrupt activities in occupied spaces.

#### 1.06 USE OF THE PREMISES

- A. Before beginning work, the roofing contractor must secure approval from the Building Owner' Representative for the following:
  - 1. Areas permitted for personnel parking.
  - 2. Access to the site.
  - 3. Areas permitted for storage of materials and debris.
  - 4. Areas permitted for the location of cranes, hoists and chutes for loading and unloading materials to and from the roof.
- B. Interior stairs or elevators may not be used to access roof, for removing debris or delivering materials, except as authorized by the building superintendent.

#### **1.07 EXISTING CONDITIONS**

If discrepancies are discovered between the existing conditions and those noted on the drawings, immediately notify the owner's representative by phone and solicit the manufacturer's approval prior to commencing with the work. Necessary steps shall be taken to make the building watertight until the discrepancies are resolved.

#### **1.08 PRE-CONSTRUCTION CONFERENCE**

- A. A pre-bid meeting will be held at the job site as stipulated in the Invitation to Bid.
- B. Prior to bid submittal, the roofing contractor should schedule a job site inspection to observe actual conditions and verify all dimensions on the roof. Test borings in the existing roof will be the responsibility of the Bidder. The job site inspection may occur on the day of the pre-bid meeting or prior to such a meeting. Should access to the roof be necessary before or after the pre-bid meeting, the Contractor must contact Kingsport City Schools Maintenance Department to arrange a site visit.

#### 1.09 TEMPORARY FACILITIES AND CONTROLS

- A. Temporary Utilities:
  - 1. Water and power for construction purposes are available at the site and will be made available to the roofing contractor.
  - 2. Provide all hoses, values and connections for water from source designated by the owner when made available.
  - 3. When available, electrical power should be extended as required from the source.
- B. Temporary Sanitary Facilities

Sanitary facilities will not be available at the job site. The roofing contractor shall be responsible for the provision and maintenance of portable toilets or their equal.

- C. Building Site:
  - 1. The roofing contractor shall use reasonable care and responsibility to protect the building and site against damages. The contractor shall be responsible for the correction of any damage incurred as a result of the performance of the contract.
  - 2. The roofing contractor shall remove all construction debris from the job site in a timely and legally acceptable manner so as to not detract from the aesthetics or the functions of the building.
- D. Security:

Obey the owner's requirements for personnel identification, inspection and other security measures.

#### 1.10 JOB SITE PROTECTION

- A. The roofing contractor shall adequately protect building, paved areas, service drives, lawn, shrubs, trees, etc. from damage while performing the required work. Provide canvas, boards and sheet metal (properly secured) as necessary for protection and remove protection material at completion. The contractor shall repair or be responsible for costs to repair all property damaged during the roofing application.
- B. During the roofing contractor's performance of the work, the building owner will continue to occupy the existing building. The contractor shall take precautions to prevent the spread of dust and debris, particularly where such material may sift into the building. The roofing contractor shall provide labor and materials to construct, maintain and remove necessary temporary enclosures to prevent dust or debris in the construction area(s) from entering the remainder of the building.
- C. Do not overload any portion of the building, either by use of or placement of equipment, storage of debris, or storage of materials.
- D. Protect against fire and flame spread. Maintain proper and adequate fire extinguishers.
- E. Take precautions to prevent drains from clogging during the roofing application. Remove debris at the completion of each day's work and clean drains, if required. At completion, test drains to ensure the system is free running and drains are watertight. Remove strainers and plug drains in areas where work is in progress. Install flags or other telltales on plugs. Remove plugs each night and screen drain.
- F. Store moisture susceptible materials above ground and protect with waterproof coverings.
- G. Remove all traces of piled bulk materials and return the job site to its original condition upon completion of the work.

### 1.11 SAFETY

The roofing contractor shall be responsible for all means and methods as they relate to safety and shall comply with all applicable local, state and federal requirements that are safety related. **Safety shall be the responsibility of the roofing contractor.** All related personnel shall be instructed daily to be mindful of the full time requirement to maintain a safe environment for the facility's occupants including staff, visitors, customers and the occurrence of the general public on or near the site.

#### 1.12 WORKMANSHIP

- A. Contractors installing new roof, flashing and related work shall be factory trained and approved by the manufacturer they are representing.
- B. All work shall be of highest quality and in strict accordance with the manufacturer's published specifications and to the building owner's satisfaction.
- C. There shall be a supervisor on the job site at all times while work is in progress.
- D. All field seams and flashing details are to be completed according to manufacturer's specifications and details by the end of each work day.

#### 1.13 QUALITY ASSURANCE

A. The Reinforced EPDM Roofing System must achieve a UL Class A.

The specified roofing assembly must have been successfully tested by a qualified testing agency to resist the design uplift pressures calculated according to International Building Code (IBC) and American Society Of Civil Engineers (ASCE 7) ANSI/SPRI WD-1 "Wind Design Standard Practice for Roofing Assemblies.

- B. The membrane must be manufactured by the material supplier. Manufacturer's supplying membrane made by others are not acceptable.
- C. The manufacturer must have a minimum of 20 years experience in the manufacturing of vulcanized thermoset sheeting.
- D. Unless otherwise noted in this specification, the roofing contractor must strictly comply with the manufacturer's current specifications and details.
- E. The roofing system must be installed by an contractor authorized and trained by the manufacturer in compliance with shop drawings as approved by the manufacturer. The roofing contractor shall be thoroughly experienced and upon request be able to provide evidence of having at least ten (10) years successful experience installing single-ply EPDM roofing systems and having installed at least ten (10) EPDM roofing application or several similar systems of equal or greater size within one year.

The Contractor shall, upon request, be able to document three (3) installations completed more than two (2) Years prior to issuance of of the contract Documents, utilizing components of the proposed manufacturer, that are comparable to those required or the work and similar in scope and complexity. Provide complete contact information, warranty history for previous installations and demonstrate in-service performance.

- F. Provide adequate number of experienced workmen regularly engaged in this type of work who are skilled in the application techniques of the materials specified. Provide at least one thoroughly trained and experienced superintendent on the job at all times roofing work is in progress.
- G. There shall be no deviations made from this specification or the approved shop drawings without the prior written approval of the specifier. Any deviation from the manufacturer's installation procedures must be supported by a written certification on the manufacturer's letterhead and presented for the specifier's consideration.

- H. The Owner will require the accepted Material Manufacturer to have a representative, on site a minimum of once every five working days, as wellas upon completion of the project. The manufacturer's Representative Shall have a minimum of five (5) years experience with the specified products, and shall be a full time employee of the Manufacturer or shall be designated as a Authorized Representative. If therepresentative is not an employee, the Manufacturer shall provide a notarized affidavit stating that the authorized representative is qualified to preform the inspection work and carries the same authority and responsibility as a direct employee of the Manufacturer. The Manufacturer's Representative will verify compliance with the published instructions of the manufacturer, will certify that all aspects of the work have been installed in compliance with the Manufacturer's requirements for the stated warranty, and will answer questions that may arise during and after the course of the work. The Representative must provide weekly written verification of these inspections to the owner and the architect within one week of the site visit. Each report shall be signed and dated by the Representative.
- I. Upon completion of the installation, the contractor shall arrange for an inspection to be made by a non-sales technical representative of the membrane manufacturer in order to identify any needed corrective repairs that will be required for warranty issuance. Notify the building owner seventy-two (72) hours prior to the manufacturer's final inspection.
- J. Inspector shall be employed and trained by the manufacturer and have received product-specific training from the manufacturer of the products.

#### 1.14 JOB CONDITIONS, CAUTIONS AND WARNINGS

Refer to EPDM Roofing System specification for General Job Site Considerations.

- A. Material Safety Data Sheets (MSDS) must be on location at all times during the transportation, storage and application of materials.
- B. When positioning membrane sheets, exercise care to locate all field splices away from low spots and out of drain sumps. All field splices should be shingled to prevent bucking of water.
- C. When loading materials onto the roof, the Versico Authorized Roofing Contractor must comply with the requirements of the building owner to prevent overloading and possible disturbance to the building structure.
- D. Proceed with roofing work only when weather conditions are in compliance with the manufacturer's recommended limitations, and when conditions will permit the work to proceed in accordance with the manufacturer's requirements and recommendations.
- E. Proceed with work so new roofing materials are not subject to construction traffic. When necessary, new roof sections shall be protected and inspected upon completion for possible damage.
- F. Provide protection, such as 3/4 inch thick plywood, for all roof areas exposed to traffic during construction. Plywood must be smooth and free of fasteners and splinters.
- G. The surface on which the insulation or roofing membrane is to be applied shall be clean, smooth, dry, and free of projections or contaminants that would prevent proper application of or be incompatible with the new installation, such as fins, sharp edges, foreign materials, oil and grease.
- H. New roofing shall be complete and weathertight at the end of the work day.
- I. Contaminants such as grease, fats and oils shall not be permitted to come in direct contact with the roofing membrane. An overlay of Epichlrohydrin membrane must be adhered around units which have the potential to emit solvents, grease or oil.

#### 1.15 WARRANTY

A. Provide manufacturer's <u>Twenty (20) year Total System Warranty</u> covering both labor and all materials with no dollar limitation. The maximum wind speed coverage shall be peak gusts of 55 mph measured at

10 meters above ground level. Certification is required with bid submittal indicating the manufacturer has reviewed and agreed to such wind coverage.

- B. Warranty shall also cover leaks caused by accidental punctures: 16 man hours per year for 60 mil reinforced membranes.
- C. Warrenty shall also cover leaks caused by hail up to 1" diameter.
- D. <u>Pro-rated System Warranties shall not be accepted.</u>

#### PART 2 PRODUCTS

#### 2.01 GENERAL

- A. All components of the specified Roofing System shall be products of the Manufacturer or accepted by them as compatible.
- B. Unless otherwise approved by the specifier and accepted by the Membrane Manufacturer, all products (including insulation, fasteners, fastening plates and edgings) must be **manufactured and supplied** by the Roofing System Manufacturer and covered by the warranty.
- C. Manufacturer of roof membrane shall also manufacture polymeric components for the Roofing System, including, but limited to, membrane, adhesives, primers, flashings, caulks and tapes.

#### D. ACCEPTABLE MANUFACTURES: <u>VERSICO, CARLISLE and FIRESTONE.</u>

#### 2.02 MEMBRANE

Furnish REINFORCED 60 MIL BLACK EPDM (Ethylene, Propylene, Diene Terpolymer) in the largest sheet possible with 3" or 6" factory applied Quick Applied Tape (VersiGard QAT). The membrane shall conform to the minimum physical properties of ASTM D4637. When a 10 foot wide membrane is to be used, the membrane shall be manufactured in a single panel with no factory splices to reduce splice intersections.

#### 2.03 INSULATION & COVER BOARD

- A. When applicable, insulation shall be installed in multiple layers. The first and second layer of insulation shall be mechanically fastened or adhered to the substrate in accordance with the manufacturer's published specifications.
- B. **INSULATION:** Shall be POLYISOCYANURATE HD (TAPERED) as supplied and warranted as a component of the Total Roof System Warranty provided by the membrane manufacturer. Minimum R-value required is (23.0).
  - 1. <u>TAPER:</u> Shall be 1/4" per ft. with a minimum thickness of 1 1/2" at the perimeter.

#### 2. <u>CRICKETS</u>: Shall slope 1/2" per ft. typically.

(Note: The insulation must meet ASHRAE 90.1 minimums per IBC-International Building Code.)

- C. **COVER BOARD:** Shall be **Dens Deck Prime** with gypsum core that incorporates glass-mat facings on the top and bottom side. The top surface is pre-primed to provide excellent bond strength for adhered membrane 1/2" thick in 4' x 4' or 4' x 8' board size.
- D. <u>Cover Board to be factory bonded to tapered insulation to provide a single composite unit with a</u> <u>2" minimum thickness at the perimeter</u>. See details on Drawings.

## 2.04 FASTENING COMPONENTS

To be used for mechanical attachment of insulation and and components located in Roof Area A-1.

#### A. Fasteners, Plates and Bars

- 1. A threaded, #14 fastener with a #3 phillips drive used with steel and wood roof decks.
- 2. **Term Bar Nail-Ins**: A 1-1/4" long expansion anchor with a zinc plated steel drive pin used for fastening the Termination Bar or Seam Fastening Plates to concrete, brick, or block walls.
- 3. **Seam Fastening Plate**: a 2" diameter metal fastening plate used in conjunction with RUSS or EPDM .. membrane for additional membrane securement.
- 4. **Polymer Seam Plate**: a 2" diameter plastic fastening plate incorporating barbs on the underside of the plate. This plate is required for membrane and RUSS attachment installed in conjunction with steel roof decks. May also be used for insulation attachment.
- 5. Insulation Fastening Plates: a nominal 3 inch diameter plastic or metal plate used for insulation attachment.
- 6. Reinforced Termination Strip: A 6" or 9" wide, nominal 45 mil thick clean, cured black reinforced EPDM membrane with 3" or ^' fatory applied quick applied seam tape laminated along one edge. The 6" or 9" wide RTS is used horizontally or vertically at the base of walls, curbs etc., in conjunction With 2" diameter securement plates or bar belo the EPDM deck membrane for additional membrane securement.

#### 2.05 ADHESIVES, CLEANERS AND SEALANTS

All products shall be furnished by Membrane Manufacturer and specifically formulated for the intended purpose.

- A. **Substrate Adhesive:** A high-strength, yellow colored, synthetic rubber adhesive used for Bonding (Black or White) EPDM membranes to various surfaces. Available in 5 gallon pails.
- B. <u>Low Rise Foam Adhesive</u>: Shall be used for bonding 1/2" high density Cover Board (Dens Deck) to ISO Tapered Insulation and for bonding ISO Tapered Insulation to Light Weight Concrete and/or Gypsum Decks. <u>Adhesive</u> shall be Carlisle "Fast 100", or approved equal, applied in min. 3/8" beads at 4'-6" O.C..
- C. Weathered Membrane Cleaner: A clear, solvent-based cleaner used to loosen and remove dirt and other contaminants from the surface of exposed EPDM membrane (for repairs, etc.) prior to applying EPDM Primer. Weathered Membrane Cleaner can also be used when applying Splicing Cement. Available in 1 and 5-gallon pails.
- D. Seam Tape (Factory Applied): A 3" or 6" wide by 100' long splice tape used for splicing adjoining sections of EPDM membrane. Complies with the South Coast Air Quality Management District Rule 1168.
- E. **EPDM Primer:** A solvent-based primer used to prepare the surface of EPDM membrane for application of Splice Tape. Available in 1 gallon pails.
- F. Lap Sealant: A heavy-bodied material used to seal the exposed edges of a membrane splice. Available in tubes.
- G. Water Cut-Off Mastic: A one-component, low viscosity, self wetting, Butyl blend mastic used to achieve a

compression seal between the EPDM membrane or Uncured EPDM Flashing and applicable substrates. Available in tubes.

- H. **Pourable Sealer**: A black, two-component, solvent-free, polyurethane based product used for tie-ins and as a sealant around hard-to-flash membrane penetrating objects such as clusters of pipes and for a daily seal when the completion of flashings and terminations cannot be completed by the end of each work day.
- I. **One-Part Pourable Sealer:** Available in black or white, a one-component, moisture curing, elastomeric polyether sealant used for attaching lightning rod bases and ground cable clips to the membrane surface and as a sealant around hard-to-flash penetrations such as clusters of pipes.
- J. Universal Single-Ply Sealant A one-part polyether, non-sagging sealant designed for sealing expansion joints, control joints and counterflashings. Available in white only.

#### 2.06 METAL EDGING AND MEMBRANE TERMINATIONS

- A. **General:** All metal edgings shall be tested and meet ANSI/SPRI ES-1 standards and comply with International Building Code. All metal work is to be supplied and warranted by the manufacturer.
- B. **Drip Edge**: A metal fascia/edge system with a 22 or 24 gauge continuous anchor cleat and .032 inch thick aluminum or 24 gauge steel fascia. Metal fascia color shall be as designated by the Owner's Representative
- C. **Termination Bar**: a 1" wide and .098" thick extruded aluminum bar pre-punched 6" on center; incorporates a sealant ledge to support Lap Sealant and provide increased stability for membrane terminations.

#### 2.07 WALKWAYS

Protective surfacing for roof traffic shall be min. 24" x 24" Pressure Senitive EPDM Walkway Pads. Install typically at roof acess point, top & bottom of roof access ladders and around to all Mechanical Equipment and roof top Exhaust Fans for maintenance protection.

#### PART 3 EXECUTION

#### 3.01 GENERAL

- A. Comply with the manufacturer's published instructions for the installation of the membrane roofing system including proper substrate preparation, jobsite considerations and weather restrictions.
- B. Position sheets to accommodate contours of the roof deck and shingle splices to avoid bucking water.

#### 3.03 INSULATION PLACEMENT

- A. Install insulation over the substrate with boards butted tightly together with no joints or gaps greater than 1/8" inch. Stagger joints both horizontally and vertically.
- B. Secure insulation to metal deck with the required mechanical fasteners at the rate of one (1) fastener per two (2) SF in accordance with the manufacture's specieifications.
- C. Secure insulation to Gypsum Deck with Fast 100" Adhesive.

#### 3.04 MEMBRANE PLACEMENT AND BONDING

A. Unroll and position membrane without stretching. Allow the membrane to relax for approximately 1/2 hour before bonding. Fold the sheet back onto itself so half the underside of the membrane is exposed.

- B. Apply the Bonding Adhesive in accordance with the manufacturer's published instructions and coverage rates, to both the underside of the membrane and the substrate. Allow the adhesive to dry until it is tacky but will not string or stick to a dry finger touch.
  - 1. Roll the coated membrane into the coated substrate while avoiding wrinkles. Brush down the bonded half of the membrane sheet with a soft bristle push broom to achieve maximum contact.
  - 2. Fold back the unbonded half of the membrane sheet and repeat the bonding procedure.
- C. Install adjoining membrane sheets in the same manner, overlapping edges approximately 4 inches. Do not apply bonding adhesive to the splice area.

#### 3.05 MEMBRANE SPLICING

- A. Position membrane sheet to allow for required splice overlap. Mark the bottom sheets with an indelible marker approximately 1/4" to 1/2" from the top sheet edge. The pre-marked line on the membrane edge can also be used as a guide for positioning splice tape.
- B. When the membrane is contaminated with dirt, fold the top sheet back and clean the dry splice area (minimum 3" wide) of both membrane sheets by scrubbing with clean natural fiber rags saturated with Versico's Weathered Membrane Cleaner. When using VersiGard Black Clean (No Dust) membrane, cleaning the splice area is not required unless contaminated with field dirt or other residue.
- C. Apply EPDM Primer to splice area and permit to flash off.
- D. When adhering Factory applied Quick Applied Seam Tape (VersiGard QAT), pull the poly backing from QAT beneath the top sheet and allow the top sheet to fall freely onto the exposed primed surface. Press top sheet on to the bottom sheet using firm even hand pressure across the splice towards the splice edge
- E. For end laps, apply 3" or 6" Quick Applied Seam Tape to the primed membrane surface in accordance with the manufacturer's specifications. Remove the poly backing and roll the top sheet onto the mating surface.
- F. Tape splices must be a minimum of 2-1/2" wide using 3" wide SecurTAPE extending 1/8" minimum to 1/2" maximum beyond the splice edge. Field splices at roof drains must be located outside the drain sump.

Note: For projects where a 90-mil membrane OR 20-year or longer System Warranty is specified, splice enhancements are required. Refer to Versico VersiGard (Black or White) Roofing System Specification.

- G. Immediately roll the splice using positive pressure when using a 2" wide steel roller. Roll across the splice edge, not parallel to it. When VersiGard QAT is used, Versico's Stand-Up Seam Roller can be used to roll parallel to the splice edge.
- H. At all field splice intersections, apply Lap Sealant along the edge of the membrane splice to cover the exposed Quick Applied Seam Tape 2" in each direction from the splice intersection. Install Versico's Quick Applied "T" Joint Covers or a 6" wide section (with rounded corners) of Versico Quick Applied Uncured Flashing over the field splice intersection.

#### 3.06 FLASHING

- A. Wall and curb flashing shall be cured EPDM membrane. Continue the deck membrane as wall flashing where practicable. Use Quick Applied Curb Wrap when possible to flash curb units.
- B. Follow manufacturer's typical flashing procedures for all wall, curb, and penetration flashing including metal edging/coping and roof drain applications.

#### 3.07 WALKWAYS

A. Adhere walkways pads to the EPDM membrane in accordance with the manufacturer's specifications. Provide 6" space between each pad for drainage. Locate around all mechanical units an as indicated on the drawings.

#### 3.08 DAILY SEAL

A. On phased roofing, when the completion of flashings and terminations is not achieved by the end of the work day, a daily seal must be performed.

#### 3.09 CLEAN UP

- A. Perform daily clean-up to collect all wrappings, empty containers, paper, and other debris from the project site. Upon completion, all debris must be disposed of in a legally acceptable manner.
- B. Prior to the manufacturer's inspection for warranty, the contractor must perform a pre-inspection to review all work and to verify all flashing has been completed as well as the application of all caulking.

# **END OF SPECIFICATION**

# SECTION 07631

# **GUTTERS AND DOWNSPOUTS**

# PART 1 GENERAL

## 1.01 SECTION INCLUDES

A. Shop Fabricated rain water gutters and downspouts formed to profiles indicated.

## 1.02 RELATED SECTIONS

- A. Section 07530: Single-Ply Roofing Membrane.
- **B.** Section 07710: Manufactured Roof specialties.

## 1.03 REFERENCES

- **A.** ASTM B209 Aluminum and Aluminum Alloy Sheet and Plate.
- **B.** SMACNA Architectural Sheet Metal Manual.

## 1.04 SUBMITTALS

- A. Submit shop drawings and product data under provisions of Section 01300 Sunmittals.
- **B.** Indicate on shop drawings, general construction, configuration, jointing methods and locations, fastening methods, locations, and installation details.
- **C.** Provide product data on prefabricated components.
- **D.** Submit samples under provisions of Section 01300.

# 1.05 DELIVERY, STORAGE, AND HANDLING

- **A.** Deliver products to site under provisions of Section 01600.
- **B.** Store and protect products under provisions of Section 01600.

- **C.** Stack preformed and prefinished material to prevent twisting, bending, or abrasion, and to aid ventilation. Slope to drain.
- **D.** Prevent contact with materials during storage which may cause discoloration staining, or damage.

# PART 2 PRODUCTS

## 2.01 MATERIALS

A. Aluminum Sheet: ASTM B209, .050 inch thick prefinished Aluminum coated with full-strength Kynar 500 finish with 20-year warranty. Color: White.

## 2.02 COMPONENTS

- A. Gutters: Profiles and Sizes as indicated on drawings.
- **B.** Downspouts: Rectangular, size 3" x 4".
- **C.** End caps, downspout outlets, and expansion joints, profiled to suit gutters and downspouts.

## 2.03 ACCESSORIES

- **A.** Anchorage Devices: Mechanical type as indicated.
- **B.** Gutter Supports: Brackets as indicated.
- C. Downspouts Supports: Straps as indicated.
- **D.** Aluminum Clips, angles, straps, brackets, rivets, anchors and fasteners, as required for installation of work, to match or be compatible with material being installed. Size and gauge as indicated or otherwise as required for performance.
- **E.** Protective Backing Paint: Zinc chromate alkyd. (if required)

## 2.04 FABRICATION

**A.** Form gutters and downspouts of profiles and sizes shown on the drawings.

GUTTERS AND DOWNSPOUTS 07631

- **B.** Minimize horizontal joints by fabricating gutters at the maximum length possible.
- C. Comply with details shown and with applicable requirements of SMACNA.
- **D.** Fabricate for waterproof and weather-resistant performance with expansion provisions for running work sufficient to permanently prevent leakage, damage to deterioration to work.
- **E.** Field measure site conditions prior to fabrication work.
- **F.** Fabricate with required connection pieces.
- **G.** Form section square, true, and accurate in size, in maximum possible lengths and free of distortion or defects detrimental to appearance or performance. Allow for expansion at joints.
- H. Hem exposed edges of metal.
- I. Fabricate gutter and downspout accessories & seal watertight.
- **J.** Seams: Form aluminum seams with epoxy seam sealer. Pop rivet joints for additional strength where required.
- **K.** Expansion Provisions: Per SMACNA details as indicated.
- L. Separations: Provide for separation of metal from non-compatible substrates by coating surfaces at location of contact with coating as recommended by the manufacturer.

## 2.05 SHOP FINISHING

**A.** Backpaint concealed metal surfaces with protective backing paint to a minimum dry film thickness of 15 mil. (if required)

# PART 3 EXECUTION

## 3.01 EXAMINATION

**A.** Verify that surfaces are ready to receive work and existing storm sewers are operable for downspout connections.

- **B.** Beginning of installation means acceptance of existing conditions.
- **C.** Field measure site conditions prior to fabrication.

# 3.02 INSTALLATION

- A. Comply with details indicated and with SMACNA "Architectural Sheet Metal Manual." Anchor units of work securely in place by methods indicated, providing for thermal expansion of metal units. Conceal fasteners where possible and set units true to line, level and plumb where indicated. Install work with joints and seams which will be <u>permanently</u> <u>watertight and waterproof.</u>
- **B.** Seal seams with epoxy metal seam cement and where required for strength, pop rivet seams and joints.
- **C.** Provide for thermal expansion of gutters per details indicated. Space joints at intervals not to exceed 40 L.F.
- D. Anchor work in place with noncorrosive fasteners, adhesives, setting compounds, tapes and other materials and devices as recommended by manufacturer of each material or system. Provide for thermal expansion and building movements. Comply with recommendations of "Architectural Sheet Metal Manual" by SMACNA.
- **E.** Slope gutters as required for positive drainage. Standing water in gutters will not be acceptable.
- **F.** Connect downspouts to existing storm drainage system. Repair or replace existing downspout boots where indicated.

# END OF SECTION

# **SECTION 07710**

# MANUFACTURED ROOF SPECIALTIES

# PART 1 GENERAL

#### 1.01 SECTION INCLUDES

- A. Coping System.
- B. Vent Hoods

## 1.02 RELATED REQUIREMENTS

A. Section 07530 Membrane roofing.

## 1.03 REFERENCE STANDARDS

- A. Factory Mutual.
- B. Single Ply Roofing Industry (SPRI).
  - 1. ANSI/SPRI/FM 4435/ES-1 Wind Design Standard for Edge Systems Used with Low Slope Roofing Systems.

## 1.04 SUBMITTALS

- **A.** Comply with Division 01.
- **B.** Product Data: Submit Manufacturer's product data, including installation instructions.
- **C.** Shop Drawings: Submit manufacturer's shop drawings, including plans, elevations, sections, and details, indicating dimensions, materials, components, fasteners, finish, an accessories.
- D. Samples: Submit manufacturer's sample of coping system.1. Sample Size: Minimum 6 inches long.
- E. Color Samples: Submit manufacturer's color samples of snap-on coping cap consisting of complete set of metal color chips representing manufacturer's full range of available colors.

- **F.** Manufacturer's Certification: Submit manufacturer's certification that materials comply with specified requirements and are suitable for intended application.
- **G.** Manufacturer's Project references: Submit manufacturer's list of 10 successfully completed coping system projects of similar size and scope of this Project, including project name and location, name of architect, and type and quantity of coping systems furnished.
- H. Warranty Documentation: Submit manufacturer's standard warranty.

# 1.05 QUALITY ASSURANCE

- **A.** Manufacturer's Qualifications: Manufacturer regularly engaged in the manufacturing of coping systems of similar type to that specified for a minimum of 5 years.
- **B.** Installer's Qualifications:
  - 1. Installer regularly engaged in installation of coping systems of similar type to that specified for a minimum of 5 years.
  - 2. Use persons trained for installation of coping systems.

# 1.06 DELIVERY, STORAGE, AND HANDLING

- **A.** Delivery Requirements: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.
- **B.** Storage and Handling Requirements:
  - 1. Store and handle materials in accordance with manufacturer's instructions.
  - 2. Keep materials in manufacturer's original, unopened containers and packaging until installation.
  - 3. Store materials in clean, dry area indoors.
  - 4. Do not store materials directly on floor or ground.
  - 5. Protect materials and finish during storage, handling and installation to prevent damage.

# 1.07 WARRANTY

- A. Warranty Period:
  - 1. "PermaSnap" Coping System: Coping system shall not blow off, leak, or cause membrane roofing failure for 20 years in wind

speeds up to 110 mph, when installed in accordance with manufacturer's instructions.

# PART 2 PRODUCTS

## 2.01 MANUFACTURERS

- A. Coping System Manufacturer: OMG EdgeSystems, 4 Commerce Way, Arden, North Carolina 287704. Toll Free 800-892-9173. Phone 828-676-1700. <u>www.omgedgesystems.com</u>. <u>info@omgroofing.com</u>
- **B.** As selected from industry standards upon approval of Architect.
- **C.** Substitutions: Submit request as stipulated for review and approval by Architect.
- **D.** Single Source: Provide each material from single manufacturer.

## 2.02 COPING SYSTEM

- A. Coping System: PermaSnap
  - 1. Description:
    - a. Snap-on coping with intermittent clips for capping parapet walls.
    - b. Watertight.
    - c. Maintenance free.
    - d. Does not require exposed fasteners or joint sealants.
  - 2. Tested: ANSO/SPRI/FM 4435/ES-1
  - 3. Approved FM 1-120 rating.
  - 4. Performance Characteristics:
    - a. Snap-on Coping Cap Sections:
      - 1) Capable of expanding and contracting freely, while mechanically locked in place on clips.
      - 2) Lock to clips by mechanical pressure from concealed splices.
    - b. Snap-on Coping Cap Joints: Underlayed with concealed splices capable of draining water.
  - 5. Wall Width: Indicated on the Drawings.
    - a. Minimum: 9 inches: Verify in Field.
    - b. Maximum: 12 inches: Verify in Field.
- **B.** Snap-on Coping Cap:

- 1. Material: 0.050-inch aluminum
- 2. Formed Lengths: 10'-0".
- 3. Finish: Prefinished Kynar
- 4. Color: White
- 5. Face Dimension: Indicated on the Drawings.
- 6. Back Dimension: Indicated on the Drawings
- **C.** Intermittent Clips
  - 1. Material: 20-gauge galvanized steel
  - 2.: Width: 12 inches.
  - 3. Fastener Holes: Slotted.
- **D.** Springs: Steel, 6 inches wide.
- E. Concealed Splices:
  - 1. Material: Same as Snap-on Coping Cap.
  - 2. Finish and Color: Same as Snap-on and Coping Cap.
  - 3. Width: 6 inches.
  - 4. Integral gutter to channel water back to roof.
- **F.** Fasteners:
  - 1. Universal Fasteners: E-coated, corrosion-resistant.
  - 2. Suitable for intended substrate.
  - 3. Provided by coping system manufacturer.
  - 4. No exposed fasteners.
- **G.** Factory-Fabricated Accessories:
  - 1. Miters
  - 2. End caps.
  - 3. End terms.
  - 4. Material, Finish, and Color: Same as Snap-on Coping Cap.
  - 5. Fabrication: Welded

## 2.03 VENT HOODS

**A.** Replace all existing non-powered vent hoods with new aluminum devices. Match existing sizes an conditions.

## PART 3 EXECUTION

3.01 EXAMINATION

- **A.** Examine roof edge areas, including membrane roofing and blocking, to receive coping system.
- **B.** Verify surfaces to support coping system are clean, dry, flat, level from front to back, secure, and of proper dimensions.
- **C.** Notify Architect of conditions that would adversely affect installation.
- **D.** Do not begin installation until unacceptable conditions are corrected.

## 3.02 INSTALLATION

- **A.** Install coping system in accordance with manufacturer's instructions at locations indicated on the Drawings.
- **B.** Membrane Roofing: Specified in Section 07530.
- **C** Shim areas of walls not level from front to back.
- **D.** Fasteners: Install coping system using concealed fasteners in accordance with manufacturer's instructions.
- **E.** Install concealed splices at all clip locations.
- **F.** Thermal Movement: Leave 1/4-inch gap between Snap-on Coping Cap sections to allow for thermal expansion and contraction.
- **G.** Do not use sealant at splices.
- **H.** Review lengths of straight pieces of Snap-on Coping Cap before cutting to avoid creating relatively short sections adjacent to full-length sections.
- I. Isolate coping system from ACQ treated wood blocking or other galvanically incompatible material with appropriate membrane material.

## 3.03 CLEANING

- **A.** Clean coping system promptly after installation in accordance with manufacturer's instructions.
- **B.** Remove clear protective vinyl film.
- **C.** Do not use harsh cleaning materials or methods that could damage finish.

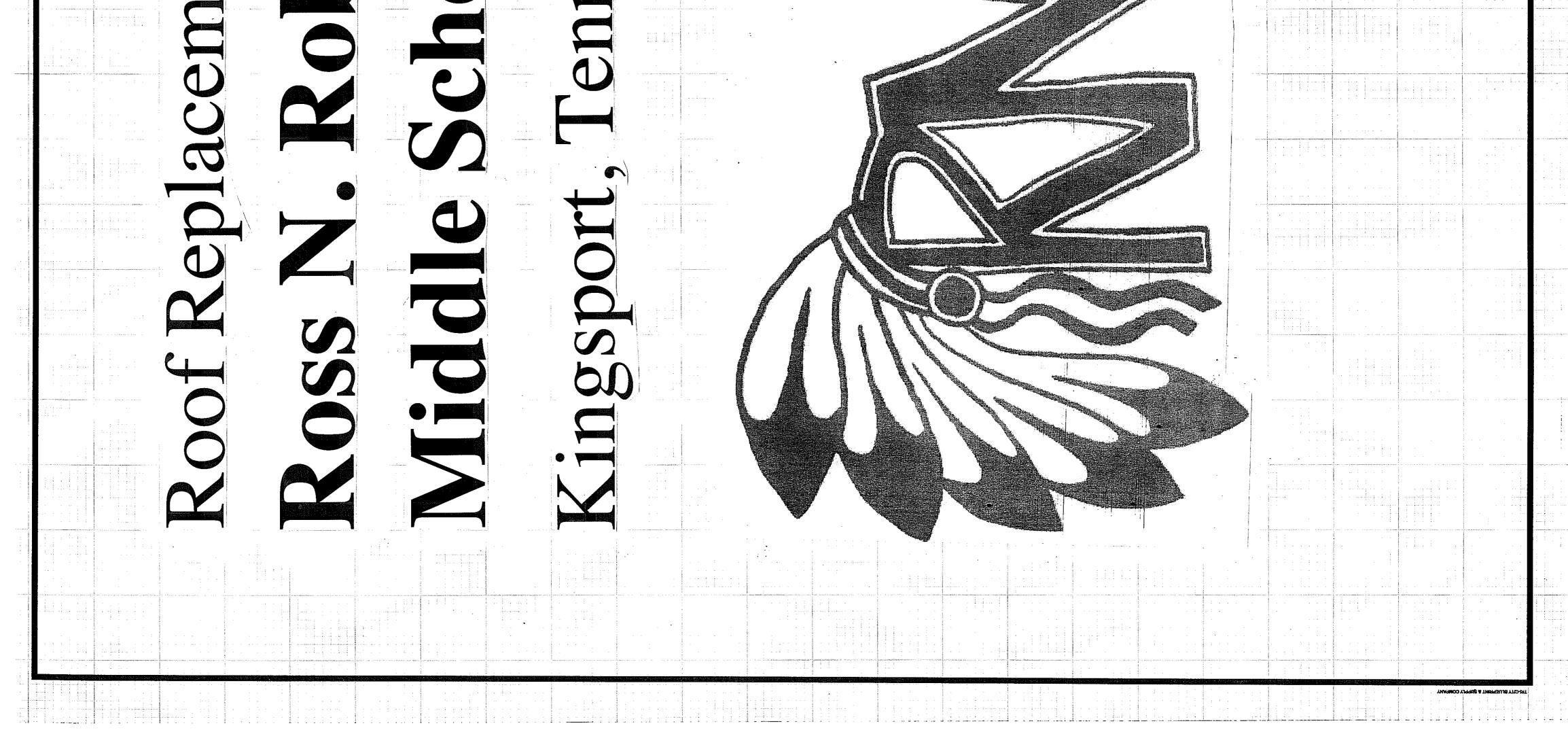
## 3.04 PROTECTION

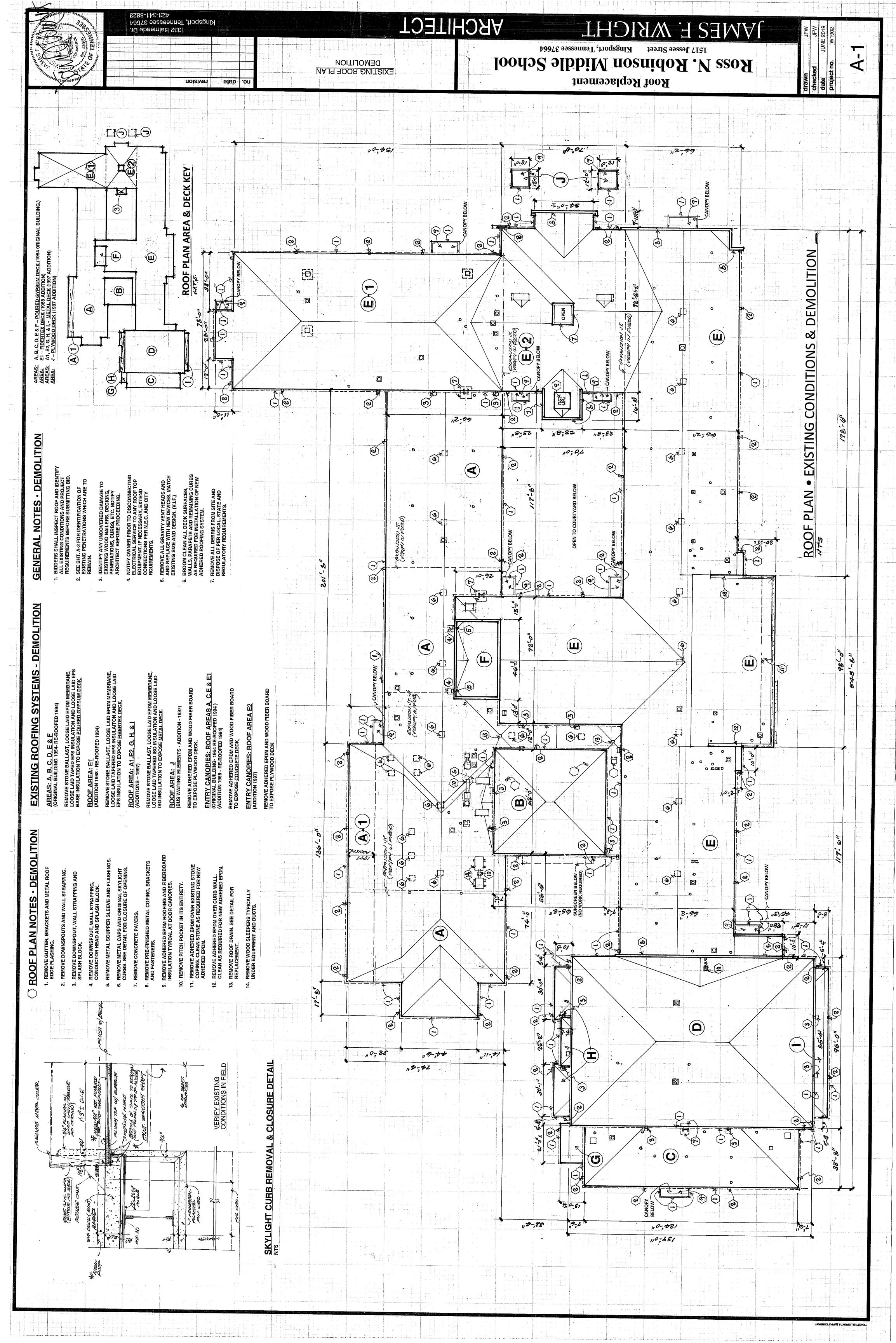
**A.** Protect installed coping system to ensure that, except for normal weathering, coping system will be without damage or deterioration at time of Substantial completion.

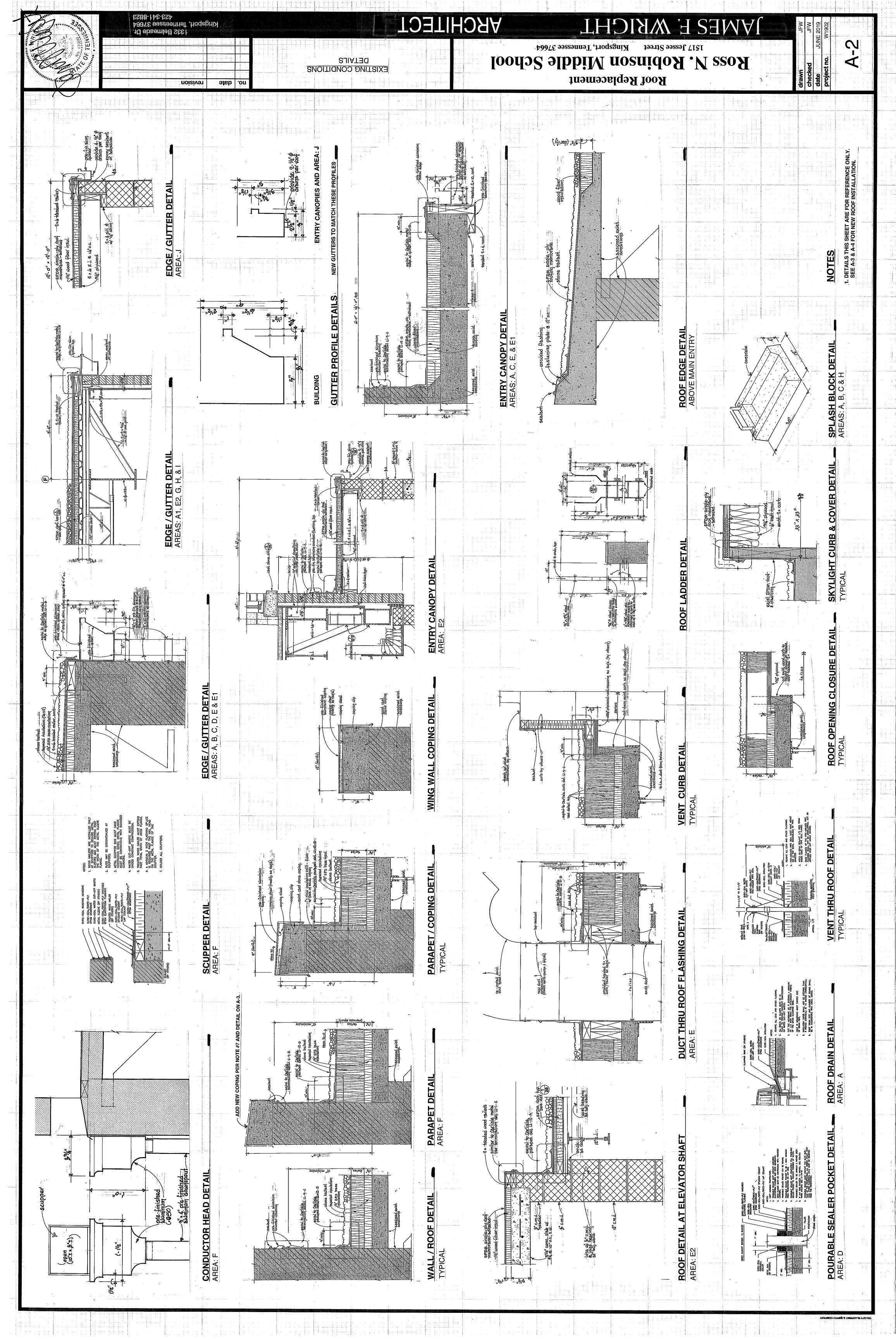
# **END OF SECTION**

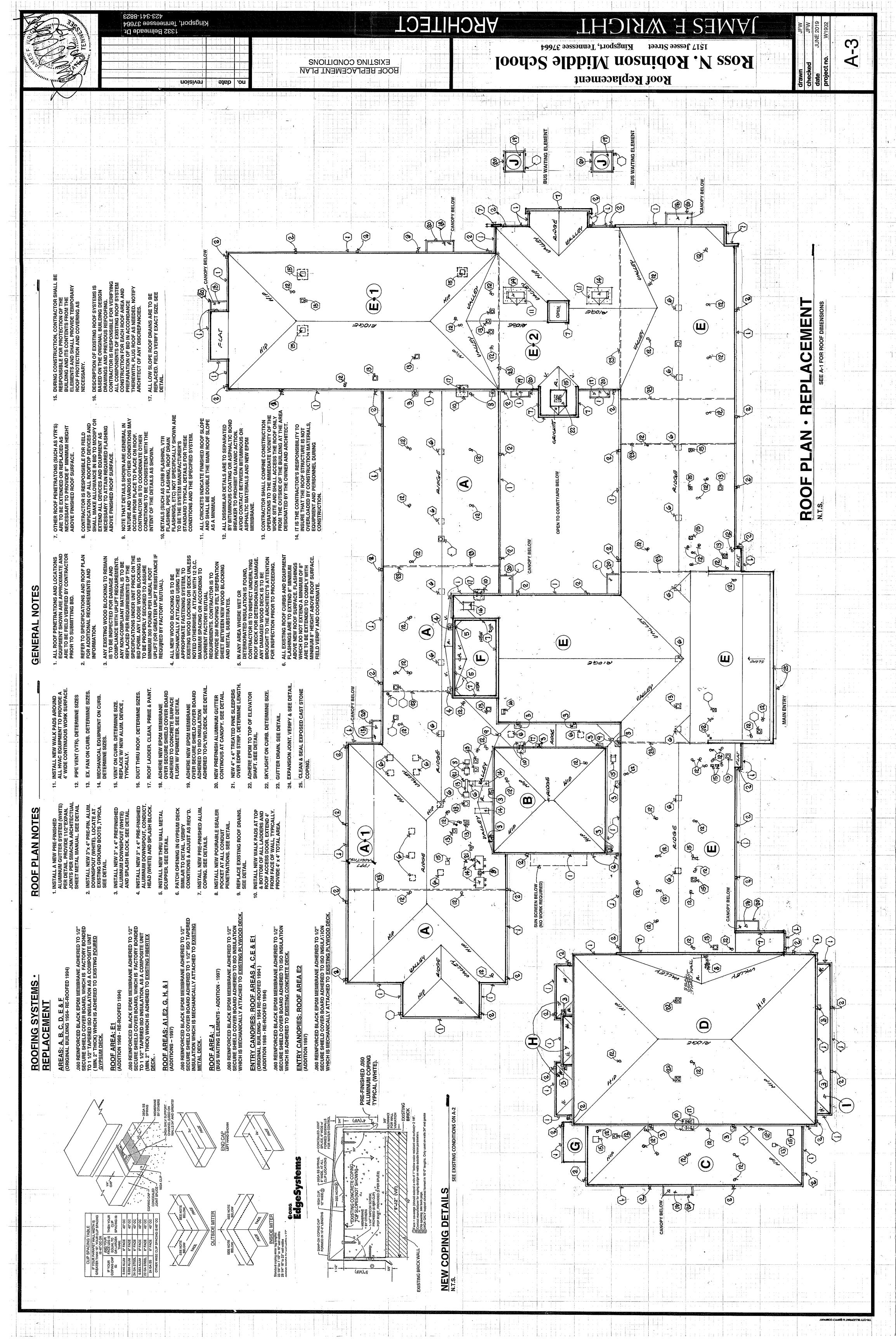
|   |  | Roof Replacement<br>ISI7 Jessee Street Kingsport, Tennessee 37664 | Hecked JL  |
|---|--|---|--|
| date levision   |  |   |  |
|   | NUSSEE                                   |   | 1        |
| <b>RAWINGS</b><br>ROOF PLAN<br>ON<br>CONDITIONS & DI<br>CONDITIONS & DI<br>CONDITIONS & DI<br>STALLATION<br>DETAILS |  |   |  |
| LIST OF DI<br>A-1 EXISTING<br>A-3 ROOF RE<br>EXISTING<br>A-4 ROOF RE<br>EXISTING<br>A-4 ROOF IN<br>TYPICAL          | ESSEE STREET                             |   | Image: 1 mark       Image: 1 mark< |
|   | 1517.J                                   |   |  |
|   | NA N |   |  |

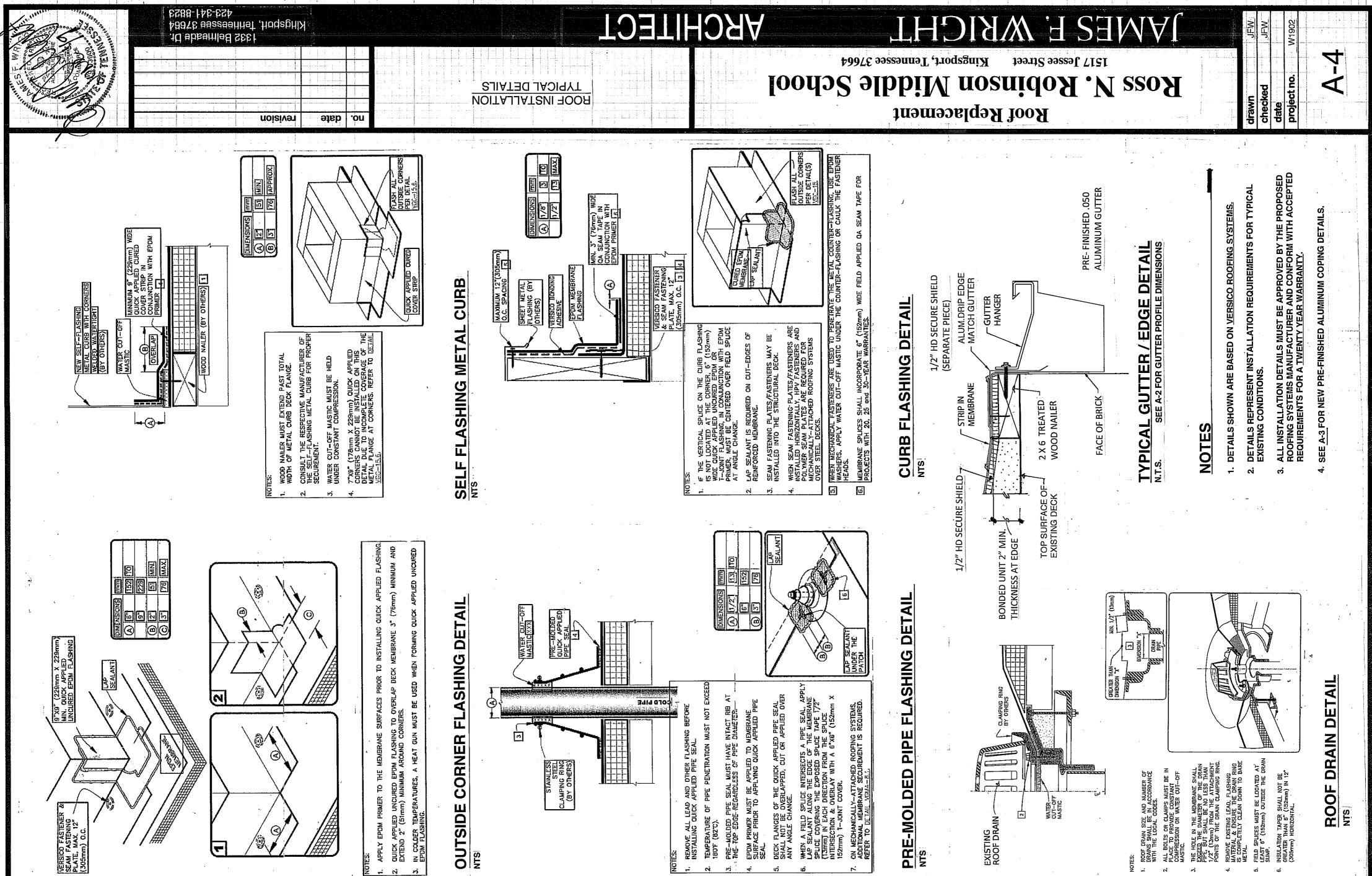












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BAR

WRAP

NOT

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**R**51

ES: APPLY ON HARD SMOOTH SURFACE NOT FOR USE ON EXPOSED WOOD,

IST BE APPLIED TO ALL Each Layer of Cuick

FLASHING DETAIL

CORNER

INSIDE

IMER/OA SEAM TO THE PIG EAR DHERE TO THE V

[IS

APPLEI LENGTH ROCEED

1

4

6

MIN. 6 (152mm) WDE QUICK APPLIED UNCURE EPDM FLASHING IN CONJUNCTION WITH EPE NPRIMER [5]

ACTICO BO

WATER

REFER TO PLICABLE SMACNA (LATEST EDITION) DETAILS

OD NAILERS ARE INSTALLED ONLY AT UPPERS TO SECURE METAL SLEEVE AND ST EXTEND PAST THE WDTH OF METAL

JPPER BOX MUST HAVE JS FLANGES WITH ROUNDED SOLDER ALL SCUPPER SEAN

ATER CUT-OFF MASTIC UNDER SCUP ANGE MUST BE UNDER CONSTANT

IGES MUST BE TOTALL NUCK APPLED COVER 2" (51mm) COVERAGE

UPPER FLAN Vered by C Th Minimum VIL Heads.

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OINTS TO WALL

DETAIL

AT DECK

METAL SCUPPER

APPLY EPDM PRIMER TO METAL FLANG MEMBRANE SURFACE PRIOR TO INSTALI OUICK APPLIED FLASHING.

SPUCE

TO COMPLETING

ARE

SEAM PLATES

2

) REMOVE FINISHING OILS, SCRUB N ANCE WITH WEATHERED MENAIRANE EANER; ALLOW TO DRY PRIOR TO PPLYING EPDM PRIMER.

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MEMBRANE TERMINATION DETAILS

REFER TO INSTALLATION INSTRUCTIONS PUBLISHED SEPARATELY.

Metal Cap (BY Others), Slope Downward Towards Roof

