

# PROJECT MANUAL 994 S. BELLEVUE ROOF REPLACEMENT

**Owner:**

**SHELBY COUNTY GOVERNMENT**  
160 N. Main, Suite 900  
Memphis, Tennessee 38103

**BY:**

**FORMUS, INC.**  
Architecture - Planning  
119 South Court Square  
Memphis, Tennessee 38103



**FORMUS PROJECT NO. 14019**

**DATE: January 9, 2015**

00 01 10

TABLE OF CONTENTS

Section    Title

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

00 00 10	TITLE PAGE
00 01 10	TABLE OF CONTENTS
00 01 20	REQUEST FOR PROPOSAL
00 02 00	COUNTY/CONTRACTOR AGREEMENT
00 03 00	GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION
00 04 00	BID BOND
00 05 00	LABOR AND MATERIAL PAYMENT BOND
00 06 00	PERFORMANCE BOND
00 41 13	BID FORM

DIVISION 01

01 00 00	GENERAL REQUIREMENTS
01 22 00	UNIT PRICES
01 23 00	ALTERNATES
01 30 00	EMERGENCY PREPAREDNESS
01 74 23	CLEANING
01 77 19	CLOSEOUT REQUIREMENTS

DIVISION 02 - EXISTING CONDITIONS – NOT USED

DIVISION 03 – CONCRETE – NOT USED

DIVISION 04 – MASONRY – NOT USED

DIVISION 05 – METALS

05 31 60	METAL DECK REPAIR
05 31 70	METAL DECK REPLACEMENT

DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES

06 40 00	ROUGH CARPENTRY
----------	-----------------

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

07 01 50	PREPARATION FOR RE-ROOFING
07 24 00	ROOF AND DECK INSULATION
07 53 50	MODIFIED BITUMEN ROOFING

Shelby County, TN

994 S. Bellevue

Roof Replacement

07 62 00 RELATED SHEET METAL  
07 92 00 SEALANTS AND CAULKING

DIVISION 08 – 44 – NOT USED

END OF DOCUMENT



# Shelby County Tennessee

Mark Luttrell, Jr. Mayor

## **Request for Proposal**

### **Shelby County Government**

### **Purchasing Department**

160 N. Main, Suite 900  
Memphis, TN 38103

*Issued: January 28, 2015*

*Due: February 20, 2015 no later than 4:00 P.M. (Central Standard Time)*

**RFP # 15-001-22**

**ROOF REPLACEMENT, BELLEVUE WAREHOUSE,  
994 SOUTH BELLEVUE,  
MEMPHIS, TENNESSEE 38105**

Shelby County Government is soliciting written proposals on a competitive basis for Construction Services for Roof Replacement, Bellevue Warehouse, 994 South Bellevue, Memphis, Tennessee 38105. Information regarding this RFP is located on the County's website at [www.shelbycountyttn.gov](http://www.shelbycountyttn.gov). At the top of the home page, click on the links "Department," "P" for the Purchasing Department and "Bids" to locate the name of the above-described RFP. Copies of the project manual and drawing are posted at this location and can be downloaded at no cost to prospective bidders.

A **VOLUNTARY** pre-bid conference will be held at 9:00 AM, Monday, February 9, 2015 at Bellevue Warehouse, 994 South Bellevue, Memphis, Tennessee 38105.

The proposal, as submitted, should include all estimated costs related to the services requested by the RFP specifications. If selected, your proposal will be the basis for negotiating a contract with Shelby County Government. Your proposal must be received in the Shelby County Purchasing Department **no later than 4:00 p.m. on Friday, February 20, 2015**. Proposals should be addressed to:

**Nelson Fowler, Manager A  
Shelby County Government  
Purchasing Department  
160 N. Main St., Suite 900  
Memphis, TN 38103**

The package containing an original (clearly identified as original) and four (4) copies of your proposal must be sealed and marked with the Proposer's name and "CONFIDENTIAL, "ROOF REPLACEMENT, BELLEVUE WAREHOUSE, 994 SOUTH BELLEVUE, MEMPHIS, TENNESSEE 38105 RFP # 15-001-22" noted on the outside.

Sincerely,

**Nelson Fowler, Manager A  
Shelby County Government  
Purchasing Department**

**Cc: Diep Tran, Support Services**

## **TABLE OF CONTENTS**

- I. INTRODUCTION**
- II. MINIMUM PROPOSER REQUIREMENTS**
- III. CORRESPONDENCE**
- IV. PROPOSAL SUBMISSION DEADLINE**
- V. PROPOSAL TIMELINE**
- VI. PROPOSAL CONDITIONS**
- VII. GENERAL REQUIREMENTS**
- VIII. AWARD OF CONTRACT**
- IX. NOTICE TO BIDDER**

*Note: Please make sure you pay close attention to Sections: I- IX .These sections will clearly outline what information is required to properly respond and prepare your RFP response.*

*Please download all of the additional information and attachments that accompany this RFP.*

## **I. INTRODUCTION**

Shelby County Government (the “County”), is seeking proposals from interested and qualified Contractors to submit proposals for Roof Replacement, Bellevue Warehouse, 994 South Bellevue, Memphis, Tennessee 38105.. This Request for Proposal (“RFP”) is being released to invite interested and qualified firms to prepare and submit proposals in accordance with instructions provided where the successful candidate will be selected and invited to enter into a contractual relationship with Shelby County for the Services outlined in this RFP.

## **II. MINIMUM PROPOSERS REQUIREMENT**

All Proposers must:

1. **Prime** and **LOSB** contractors must **apply** and **qualify** for an Equal Opportunity Compliance (EOC) certification number through our EOC Administration prior to submitting your response.
2. All bidders must submit a **Bid Bond** in the amount of 5% of their bid. This bond must be submitted with your bid.
3. The successful contractor must submit a performance/labor material bond, separate bonds each in the amount of 100% of the amount of the contract.
4. The successful contractor must submit a certificate of Insurance for the amount references in our specifications.
5. Have all appropriate licenses and certifications required in the State of Tennessee to perform the Services.
6. Meet all other requirements such as LOSB and performance requirements for Services in accordance with the provisions of this RFP.
7. Adhere to all Title VI requirements and provide proof/documentation.
8. A written statement of compliance to Title VI must be provided with your response.
9. Also, see page 27 for forms to be submitted with your bid.
10. Independent contractors (sole proprietors) must adhere to State of Tennessee Public Chapter No. 436, know as the “Tennessee Lawful Employment Act (effective date of 1/1/2012). Proof and documentation of employment eligibility must be included with the proposal.
11. Contractor Qualifications: The Prime Contractor will be a qualified roofing company that is approved, authorized, or licensed by the roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's warranty and can provide evidence of having a minimum of five years successful experience installing two-ply Modified Bitumen roofing systems. Submit a letter of certification from the manufacturer which certifies the roofing contractor is authorized to install the manufacturer's roofing system and lists the foreman for this project who has received training from the manufacturer along with the dates training was received.

***Please Note: As a part of doing business with Shelby County, each individual, company, or organization is required to obtain an “Equal Opportunity Compliance” certification number prior to submitting your response.***

***Note: Because of the length of time required to receive an EOC number, vendors who submit an application prior to the bid due date, bid will be accepted pending EOC approval of their application.***

***You can access the online applications to receive the numbers indicated above at [www.shelbycountyttn.gov](http://www.shelbycountyttn.gov). To obtain a vendor number and an EOC number, please follow the instructions below:***

**Vendor Number (Purchasing Department)**

At the top of the home page, click on the links “Department”, “P” for the Purchasing Department and “Conducting Business with Shelby County”. The “Vendor Registration” link is at the bottom of the drop down box. Please download the application instructions and read thoroughly prior to accessing the application. (*Applications for a vendor number are accepted online only.*)

**Equal Opportunity Compliance (EOC) Number (EOC Administration Office)**

At the top of the home page, click on the links “Department”, “E” for the Equal Opportunity Compliance and “Contract Compliance Program”. The “Contract Compliance Packet” link is in the middle of the page. Please print the packet and mail or fax the completed packet to the EOC office. The mailing address is 160 N. Main Street, Suite 200, Memphis, TN 38103. The fax number is 901-222-1101.

***If you have any questions regarding the application, you may contact Purchasing at (901)222-2250 or the EOC Administration at (901) 222-1100.***

**III. CORRESPONDENCE**

**All correspondence, proposals, and questions concerning the RFP are to be submitted to:**

**Nelson Fowler, Manager A  
Shelby County Government  
160 N. Main St. Suite 900  
Memphis, TN. 38103**

Respondents requesting additional information or clarification are to contact Nelson Fowler in writing at [nelson.fowler@shelbycountyttn.gov](mailto:nelson.fowler@shelbycountyttn.gov) or at the address listed above. Questions should reference the section of the RFP to which the question pertains and all contact information for the person submitting the questions. ***IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS WILL NOT BE ANSWERED. The deadline for submitting questions will be Friday, February 13, 2015 by 12:00 p.m. (CST).*** These guidelines for communication have been established to ensure a fair and equitable process for all respondents.

**Note:** Individual vendor questions will be answered by e-mail as received before the cut-off date. All written questions submitted by the deadline indicated above will be answered and posted on the County's website at [www.shelbycountyn.gov](http://www.shelbycountyn.gov) within forty eight (48) hours of the above cut-off date.

*Please be aware that contact with any other personnel (other than the person clearly identified in this document) within Shelby County regarding this RFP may disqualify your company from further consideration.*

#### **IV. PROPOSAL SUBMISSION & DEADLINE**

All proposals must be received at the address listed above no later than **Friday, February 20, 2015 @ 4:00 p.m. (CST)**. Facsimile or e-mailed proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals may not be opened and considered.

#### **V. PROPOSAL TIMELINE**

Shelby County reserves the right to modify this timeline at any time. If the due date for proposals is changed, all prospective proposers shall be notified.

<b>Request for Proposals Released</b>	<b>Wednesday, January 28, 2015</b>
<b>Voluntary Pre-Bid Conference</b>	<b>9:00 AM, Monday, February 9, 2015</b>
<b>Proposal Due Date</b>	<b>4:00 PM, Friday, February 20, 2015</b>
<b>Notification of Award</b>	<b>March 2015</b>
<b>Services to Commence</b>	<b>Upon Execution of the Contract</b>

The County may reproduce any of the proposer's proposal and supporting documents for internal use or for any other purpose required by law.

#### **VI. PROPOSAL CONDITIONS**

##### **a. Contingencies**

This RFP does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all proposers, in writing, if the County rejects all proposals.

##### **b. Modifications**

The County reserves the right to issue addenda or amendments to this RFP.

**c. Proposal Submission**

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the proposer's responsibility to ensure that its proposals arrive on or before the specified time.

**d. Incurred Costs**

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this RFP and Proposers agree that all costs incurred in developing this RFP are the Proposer's responsibility.

**e. Final Authority**

The final authority to award a contract rests solely with the Shelby County Purchasing Department.

**f. Proposal Validity**

Proposals submitted hereunder will be firm for at least ninety (90) calendar days from the due date unless otherwise qualified.

**g. Disclosure of Proposal Contents**

Proposer understands and acknowledges that the County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data, or other information supplied to the County is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee. All proposals and other materials submitted become the property of Shelby County Government.

**h. Non-Discrimination and Title VI**

The contractor hereby agrees, warrants, and assures compliance with the provisions of Title VI and VII of the Civil Rights Act of 1964 and all other federal statutory laws which provide in whole or in part that no person shall be excluded from participation or be denied benefits of or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the contractor on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State Constitutional or statutory law. The contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

Any recipient entity shall be subject to the requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq., and regulations promulgated pursuant thereto. It shall develop a Title VI implementation plan with participation by protected beneficiaries as may be required by such law or regulations. To the extent applicable, such plan shall include Title VI implementation plans sub recipients of federal funds through the entity. The contractor shall produce the plan upon request of Shelby

County Government. Failure to provide same shall constitute a material breach of contract.

i.

**SHELBY COUNTY GOVERNMENT  
LOCALLY OWNED SMALL BUSINESS (LOSB) PROGRAM  
FOR CONSTRUCTION SERVICES**

**ROOF REPLACEMENT BELLEVUE WAREHOUSE,  
994 SOUTH BELLEVUE,  
MEMPHIS, TENNESSEE 38105**

**General**

Shelby County Government is committed to a policy of non-discrimination pursuant to the Equal Protection provisions of the United States Constitution. It is further the policy of Shelby County that its purchasing and contracting practices encourage the use of Locally-Owned Small Businesses (LOSB's) in all solicitations. In furtherance of these policy objectives, Shelby County seeks to afford all citizens equal opportunities to do business on county contracts and to ensure that all bidders, proposers, or Contractors doing business with Shelby County provide to LOSB's, maximum practicable opportunities, commensurate with availability, price and capabilities required, to participate on contracts which are paid for, in whole or in part, with monetary appropriations from Shelby County.

Shelby County seeks to prevent discrimination against any person or business in pursuit of these opportunities on the basis of race or gender. Shelby County will conduct its contracting and purchasing programs so as to discourage any discrimination and will actively seek to resolve all claims of discrimination brought against Shelby County or any Contractors involved in such contracting and purchasing programs.

Shelby County has determined that 10% of the contract shall be contracted with LOSB's vendors. For assistance and information regarding LOSB participation, Bidders shall contact:

Ms. Carolyn Griffin  
Office of Equal Opportunity Compliance  
Board of Commissioners of Shelby County  
160 North Main Street, Suite 200  
Memphis, Tennessee 38103  
Phone: 901-222-1100  
Fax: 901-222-1101  
E-mail: carolyn.griffin@shelbycountyttn.gov

**Definitions**

The definitions used in this document are as follows:

1. **“Bidder”** or **“Proposer”** means any person, firm, partnership, association, or joint venture seeking to be awarded a contract or subcontract to provide goods, commodities or services.
2. **“Certification”** or **“Certified”** means a Business that is certified by Shelby County Government under the LOSB program.
3. **“Commercially useful function”** means being responsible for the management and performance of a distinct element of the total work.
4. **“Contractor”** shall mean any person or business enterprise that submits a bid or proposal to provide labor, goods, or services to Shelby County by contract for profit in the area of construction or construction-related activities; and, any person or firm who supplies or provides labor, goods, or services to Shelby County by contract for profit.
5. **“Efforts to Achieve LOSB Participation”** means that the Contractor will solicit LOSB Participation with respect to the procurement and will consider all sub-bids and quotations received from LOSB’s. When a subcontract is not awarded to the LOSB, the Contractor must document the reason(s) the award was not made and substantiate that documentation in writing pursuant to the provisions of this Program.
6. **“Locally Owned Small Business (LOS B)”** means a business whose home office is located in Shelby County, whose annual revenues do not exceed \$3,000,000 and who has been certified by Shelby County Office of Equal Opportunity Compliance.
7. **“Non-LOS B”** means a business, which is not certified as a LOSB.
8. **“Unavailable”** means either that: (1) there is no LOSB providing goods or services requested; or, (2) no LOSB submitted a bid.

### **Requirements and Compliance**

All firms or entities seeking to become Contractors as outlined herein are required to make good faith efforts to achieve LOSB participation when submitting a proposal or bidding on Shelby County procurements. Bidders and proposers shall not discriminate on the basis of race or gender when soliciting bids in the performance of Shelby County’s procurements. Discrimination complaints brought to the attention of Shelby County Office of Equal Opportunity Compliance (or its designee) will be reviewed and investigated to the extent necessary to determine the validity of such complaints and what actions, if any, should be taken by Shelby County.

### **Policies and Procedures**

Shelby County may adopt policies and procedures as necessary to carry out and implement its powers and duties with regard to the LOSB Program. It is the goal of Shelby County to encourage participation by LOSB’s and to adopt rules and regulations which achieve to the greatest extent possible a level of participation by LOSB’s taking into account the total number of all Contractors and suppliers. Therefore, Shelby County will review each procurement request to determine the maximum potential for utilization of LOSB’s. This review is based on the availability of qualified LOSB’s providing goods or services as it

relates to the scope of the bid or procurement process. The following procedures may be utilized during the procurement process.

**1. Pre-Bid Activity**

a. Bid Language

Shelby County may insert language into each bid specification describing the LOSB Program to assure that all prospective bidders are aware of the requirements to make efforts to utilize LOSB's.

b. Notification

Shelby County may provide written notification to Contractors and LOSB's regarding: pre-bid conferences; technical assistance to LOSB's; LOSB Program procedures and required documentation; and, provide a list of LOSB's who have expressed an interest in competing for the bid or in performing as a subcontractor.

**2. Contractor's Responsibilities**

a. Efforts to Achieve LOSB Participation

All entities seeking to become Contractors are required to make efforts to achieve maximum LOSB participation, as outlined in this LOSB Program, when submitting a response to a bid or negotiated proposal in response to a Shelby County procurement opportunity. Such Efforts should be documented on **LOS Form "A."**

b. Utilization

Contractors are required to utilize legitimate LOSB's in order to receive credit for the utilization of a LOSB. Contractors must document all LOSB's to be utilized, the percentage of utilization and the intended scope of work. Such information should be submitted on **LOS Form "B."** This documentation must be submitted with the bid or negotiated proposal document.

c. Commercially Useful Functions

All LOSB's identified on **LOS Form "C"** or **LOS Form "D"** shall perform a Commercially Useful Function.

d. Unavailability

If a potential Contractor's efforts to obtain LOSB participation are unsuccessful due to the unavailability of a LOSB, the Contractor will submit a statement of unavailability. **LOS Form "A."**

e. Pre-Work Conference

Any Contractor who is the successful bidder shall be required to attend a conference with Shelby County prior to beginning the work. The primary purpose of this conference is to review the project scope and review LOSB participation as outlined in **LOS Form "B."** Shelby County will also review the Statement of Intent to Perform as a Subcontractor or Provide Supplies or Services as documented on **LOS Form "C."**

f. Post-Award Change

Any Contractor who determines that a LOSB identified on **LOS Form "B"** cannot perform shall request approval from Shelby County to contract with an alternate subcontractor pursuant to this LOSB Program. Such request will be reviewed and approved only after adequate documentation for the proposed change is presented.

g. **LOS Certification**

Each month the Contractor shall submit **LOS Form "D"** certifying all payments made to LOSB's.

**3. LOSB Responsibilities**

a. **Commercially Useful Function**

It is the responsibility of each LOSB providing subcontracted goods and/or services to submit **LOS Form "C"** certifying that it is performing the work and that it is a Commercially Useful Function.

**Written Agreement**

Shelby County policies and procedures on LOSB participation are designed to create contractual relationships between Contractors and LOSB's. Therefore, a Contractor may utilize the services of a LOSB in estimating and satisfying the scope of work, provided that a written contract/agreement is executed between the Contractor and the LOSB.

**Certification**

To ensure that the ownership and control over decision-making and day-to-day operations of a Certified LOSB is legitimate, Shelby County reserves the right to verify the ownership and control of each LOSB utilized.

**Monitoring LOSB Utilization**

Shelby County intends to monitor and enforce this LOSB Program. Shelby County reserves the right to conduct random audits of each of its Contractor's LOSB's. Shelby County reserves the right to reevaluate a LOSB's certification at any time.

**Efforts to Achieve LOSB Participation**

The Contractor shall consider all bids and/or quotations received from LOSB's. When a subcontract is not awarded by a Contractor to any of the competing LOSB's, the Contractor must document the reason(s) the award was not made to the LOSB's. It is the responsibility of the Contractor to prove that it employed Efforts to Achieve LOSB participation. Evidence supporting the Contractor's Efforts must be documented on **LOS Form "A,"** which must include, but is not limited to, the following:

1. Contractor must submit proof that it solicited LOSB participation through reasonable and available means including, but not limited to:

- a. Written notices to LOSB's who have the capability to perform the work of the contract or provide the service;
  - b. Direct mailing, electronic mailing, facsimile or telephone requests.
2. Contractor must submit proof that it provided interested LOSB's with adequate information about plans, requirements and specifications of the contract in a timely manner to assist them in responding to a solicitation.
3. Contractor must submit proof that it made Efforts to Achieve LOSB Participation including, but not limited to, proof that it made opportunities available to LOSB suppliers and identified opportunities commensurate with opportunities made available and identified to Non LOSB's. Such proof will include the names of businesses, contact person(s), addresses, telephone numbers, and, a description of the specifications for the work selected for subcontracting.
4. Contractor must submit proof that it allowed LOSB's the opportunity to review bid specifications, blue prints and all other bid related items at no charge. The Contractor must allow sufficient time for review prior to the bid deadline.
5. Contractor must submit proof that it made Efforts to Achieve LOSB Participation by not rejecting a LOSB as unqualified or unacceptable without sound reasons based on a thorough investigation of their capabilities. Contractor must submit proof of the basis for rejecting any LOSB deemed unqualified or unacceptable by the Contractor. The Contractor will not impose unrealistic conditions of performance on LOSB's seeking subcontracting opportunities.

The Contractor must fully cooperate with Shelby County in its post-contract award LOSB Program audit and compliance efforts.

### **Substitution of LOSB's after Contract Award**

In order to make a substitution of a LOSB, a Contractor must make a request to Shelby County. This request must be submitted in writing to Shelby County. Shelby County reserves the right to approve any substitution of a LOSB. The Contractor has the responsibility to provide Shelby County with a reasonable basis for the substitution. If the Contractor desires to substitute the LOSB with a Non-LOSB, then the Contractor must comply with the Effort to Achieve LOSB Participation provisions set forth herein.

### **Noncompliance with LOSB Program**

Any of the following reasons, individually or collectively, may result in suspension from bidding, prohibition from contracting, or cancellation of contracts:

1. The failure to perform according to contract provisions relating to this LOSB Program;
2. Violation of, circumvention of, or failure to comply with the LOSB Program; and/or,
3. Other reasons deemed appropriate by Shelby County.

### **Questions and Information**

Questions regarding this LOSB Program and requests for information should be directed to:

Ms. Carolyn Griffin  
Office of Equal Opportunity Compliance  
Board of Commissioners of Shelby County  
160 North Main Street, Suite 200  
Memphis, Tennessee 38103  
Phone: 901-222-1100  
Fax: 901-222-1101  
E-mail: carolyn.griffin@shelbycountyttn.gov

### **Construction**

This LOSB Program is consistent with Shelby County Policies and Procedures. Wherever conflicts exist, the provision in the Shelby County Policies and Procedures will prevail.

### **LOSB Program Forms Description**

- **LOSB Form A -- Certification of Efforts**

Contractors are required to submit **LOSB Form "A"** with proposals as evidence and documentation of efforts that have been made to contact LOSB's for participation as subcontractors, joint venture partners, or suppliers of goods and services. Contractors are required to contact LOSB's and solicit quotes for goods and services. All responses to the Contractor's solicitation should be recorded and reported.

- **LOS B Form B -- LOSB Utilization Plan**

A Contractor is required to submit **LOS B Form "B"** with its Proposal in order to identify all LOSB's they propose to utilize in providing the goods and services included in the Proposal. Contractors may only include a proposed provider of goods or services on **LOS B Form "B,"** if the entity is a legitimate LOSB. Additionally, if such entity will provide services, Contractors may only list LOSB's on **LOS B Form "B"** if the entity will perform a Commercially Useful Function. The Successful Contractor will be required to finalize and submit **LOS B Form "B"** prior to award of a contract. **LOS B Form "B"** will be incorporated into the contract and will become a contractual obligation of the Successful Contractor. **LOS B Form "B"** shall not be changed or altered after award of a contract without approval from Shelby County. The Contractor is required to provide written notice describing the reasons for any proposed change to Shelby County and to obtain approval from Shelby County of any changes to **LOS B Form "B."**

- **LOS B Form C --Statement of Intent to Perform as a Subcontractor or Provide Supplies or Services**

Contractors are required to have each subcontracted LOSB providing services complete **LOS B Form "C"** certifying that it is performing the work and that it is a Commercially Useful Function.

- **LOS B Form D -- Statement of Payments to LOSB's**

Contractors are required to record and maintain information regarding the utilization of LOSB's and all other information during the performance of awarded contracts. This information shall be recorded and maintained on **LOS B Form "D."** The form is required to be submitted to Shelby County each month. **LOS B Form "D"** must be completed in its entirety with information regarding the types of goods purchased from LOSB's or the types of services rendered by LOSB's and dollars amounts paid for their goods or services.

**Shelby County  
 LOSB Program**

**LOS B FORM A**

**CERTIFICATION OF EFFORTS TO ACHIEVE LOSB PARTICIPATION**

(To Be Submitted with the Bid/Proposal)

**Company Name:** \_\_\_\_\_

**Bid No.:** \_\_\_\_\_

I certify that the following efforts were made to achieve LOSB participation:

YES NO

A	Provided written notices to LOSB's who have the capability to perform the work of the contract or provide the service		
B	Direct mailing, electronic mailing, facsimile or telephone requests		
C	Provided interested LOSB's with adequate information about plans, requirements and specifications of the contract in a timely manner to assist them in responding to a solicitation		
D	Allowed LOSB's the opportunity to review bid specifications, blue prints and all other bid/RFP related items at no charge, and allowed sufficient time for review prior to the bid deadline		
E	Acted in good faith with interested LOSB's, and did not reject LOSB's as unqualified or unacceptable without sound reasons based on a thorough investigation of their capabilities		
F	Did not impose unrealistic conditions of performance on LOSB's seeking subcontracting opportunities		

Additionally, I contacted the referenced LOSB's and requested a bid/proposal. The responses I received were as follows:

Name and Address of LOSB	Type of Work And Contract Items, Supplies or Services to be Performed	Response	Reason for Not Accepting Bid/Proposal

*(If additional space is required, this form maybe duplicated)*

**If applicable, please complete the following:**

I hereby certify that LOSB's were "Unavailable" as defined in the LOSB Program to submit bids to provide goods and services for this RFP/Bid's purpose.

Reasons for the "Unavailability":

---

---

Submitted by:

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Shelby County  
LOS B Program**

**LOS B FORM B**

**LOS B UTILIZATION PLAN  
(To Be Submitted with the Bid/Proposal)**

**Company:** \_\_\_\_\_  
**Bid No.:** \_\_\_\_\_

I, \_\_\_\_\_, do certify that on the following procurement opportunity,

(Contractor)

\_\_\_\_\_, the following LOS B's will be utilized as sub-contractors, suppliers,

(Opportunity)

or to provide professional services:

Name	Description of Work	Contract Value	LOS B Number

*(If additional space is needed this form may be duplicated)*

TOTAL CONTRACT VALUE: \_\_\_\_\_

TOTAL % OF LOS B PARTICIPATION: \_\_\_\_\_

*The successful bidder/proposer is required to finalize and submit this form prior to award of a contract. Joint Venture Agreements, partnering agreements and all pertinent information must be presented prior to contract award. This information will be incorporated into the contract and will become a contractual obligation of the successful bidder/proposer. The finalized LOS B Form B shall not be changed or altered after award of a contract without approval from Shelby County. The successful bidder/proposer is required to provide written notice describing the reasons for the change to Shelby County to obtain approval of any changes to LOS B Form B.*

Submitted by:

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Shelby County  
LOS B Program  
LOS B FORM C**

**STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR OR  
PROVIDE SUPPLIES OR SERVICES  
(To Be Submitted Prior to Contract Award)**

**Company Name:** \_\_\_\_\_  
**Bid No.:** \_\_\_\_\_

I, \_\_\_\_\_, intend to provide supplies or services in connection with the  
(Subcontractor/Provider)  
above **bid/proposal** request as a LOSB.

I am prepared to perform a “**Commercially Useful Function**” in connection with the above project.

The following are the work items to be performed:

---

---

at the following price: \$\_\_\_\_\_.

**If applicable, please complete the following:**

I have or will enter into a formal agreement with \_\_\_\_\_ for the above-  
(Company)  
described scope of work, supplies, or services conditioned upon the execution of a contract  
with Shelby County.

I hereby certify that this statement is true and correct:

Business Information: \_\_\_\_\_ Submitted by: \_\_\_\_\_

Business: \_\_\_\_\_  
\_\_\_\_\_  
Authorized Representative (Print)

Address: \_\_\_\_\_  
\_\_\_\_\_

Title \_\_\_\_\_  
\_\_\_\_\_  
Authorized Representative's Signature

Phone: \_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_  
Facsimile: \_\_\_\_\_

**Shelby County  
LOS B Program**

**LOS B FORM D**

**STATEMENT OF PAYMENTS TO LOSB'S**  
(To Be Submitted Monthly and with Final Payment Request)

**Company Name:** \_\_\_\_\_

**Name/Contract No.:** \_\_\_\_\_

**Payment Request Number:** \_\_\_\_\_

<b>Name of Firm</b>	<b>Description of work</b>	<b>Total Amount Due This Month</b>	<b>Total Dollars Paid To Date</b>	<b>% of Contract Completed</b>	<b>Start Date of Contract</b>	<b>End Date of Contract</b>

*(If additional space is needed this form may be duplicated)*

I hereby certify that this statement is true and that above payments have been made.

Business Information:

Submitted by:

Business: \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative (Print)

Address: \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Representative's Signature

Phone: \_\_\_\_\_

\_\_\_\_\_

Date

Facsimile: \_\_\_\_\_

LOCALLY OWNED SMALL BUSINESS PURCHASING PROGRAM  
RULES AND REGULATIONS:

- (i) The Administrator of Purchasing in conjunction with the Administrator of EOC shall identify certain goods and services required by the County to be set aside for special purchasing procedures for locally owned small businesses.
- (ii) Only certified locally owned small businesses will be allowed to submit competitive bids on the goods or services identified under paragraph (i) above.
- (iii) The Administrator of Purchasing shall, in conjunction with the Administrator of EOC, annually review the Shelby County Capital Improvement Program to determine those projects with a construction cost of \$250,000 or more. Contracts amounting to at least ten (10%) of the construction costs of such project shall be awarded to locally owned small businesses as defined herein, except as set forth in sub-paragraph (vi) of this section, either as part of the conditions of the solicitation for general contractors bidding on these projects, or as separate bids issued by the County for subcontracts that may be assigned to general contractors.
- (iv) After adhering to all other bidding and purchasing requirements of the County, not inconsistent with this part, if no bids are received from locally owned small businesses, then the County may solicit bids for the goods or services from all other sources.
- (v) On all purchases and/or contracts entered into by the County, the Purchasing Administrator or his or her designee shall have the right to negotiate with any supplier of goods or services to the County for the inclusion of locally owned small business subcontractors and/or suppliers in the contract award.
- (vi) Failure by a supplier or contractor to include locally owned small business sub-contractors or suppliers in its bid or contract may be grounds for rejection of said bid or contract unless the supplier or contractor can show documented evidence of good cause why none were included.
- (vii) Any locally owned small business awarded a contract or purchase order under this section shall not sublet, subcontract, or assign any work or services awarded to it without the prior written consent of the Mayor or the Purchasing Administrator.
- (viii) As to those purchases below the requirement for a formal bid solicitation

(currently, under \$15,000) and not included in the locally owned small business set aside, the Administrator of Purchasing shall determine if any locally owned small business offers that product or service. If so, at least one such eligible locally owned small business should be included in the vendors contacted for an opportunity to bid, and the Administrator of Purchasing may, at his discretion, designate in a purchase order the purchase of such goods and services from the identified locally owned small business.

(ix) In those situations where a locally owned small business as defined herein, engages in open competitive bidding for County contracts, the Administrator of Purchasing shall provide for a preference for the locally owned small business where responsibility and quality are equal. Said preferences shall not exceed five percent (5%) of the lowest possible bidder meeting specifications. The preference shall be applied on a sliding scale in the following manner:

- a. A preference of up to five percent (5%) shall be allowed for contracts up to \$500,000.00;
- b. A preference of up to three and five-tenths percent (3.5%) shall be allowed for contracts up to \$750,000.00;
- c. A preference of two and one-half percent (2.5%) shall be allowed for contracts up to \$1,000,000.00;
- d. A preference of two percent (2%) shall be allowed for contracts that exceed \$1,000,000.00.

(x) For construction contracts over \$2,000,000.00, the Administrator of Purchasing shall provide for a preference of two percent (2%) to general contractors meeting the requirements of Section 1, Subparagraph B, if fifty percent (50%) or more of the total work comprising the bid has been or will be awarded to certified locally owned small businesses. The fifty percent subcontracting threshold must be met prior to contract execution.

(xi) The Administrator of Purchasing may divide a single bid package for any purchase of goods and services into two or more smaller bid packages in any case that the Administrator of Purchasing reasonably believes that the smaller bid packages will result in a greater number of bids by locally owned small businesses.

(xii) The Administrator of Purchasing, upon approval of the County Mayor, may establish special insurance and bonding requirements for certified locally owned small businesses so long as they are not in conflict with the laws of the State of Tennessee.

(xiii) The Administrator of Purchasing, with the approval of the County Mayor, shall adopt and promulgate, and may from time to time, amend rules and regulations not inconsistent with the provisions of this ordinance, governing the purchase of goods and services from locally owned small business concerns to effectuate and implement the Locally Owned Small Business Purchasing Program within the intent of this ordinance.

(xiv) The Administrator of EOC shall, in conjunction with the Administrator of Purchasing, provide a written quarterly report to the Mayor and Board of Commissioners which shall include a summary of the purchases selected for this program, a listing of the contracts awarded to locally owned small businesses for the period, and the dollar amounts of each such contract, and the percentage which such contracts bear to the total amount of purchases for the period.

j.

**DRUG-FREE WORKPLACE AFFIDAVIT**

**STATE OF** \_\_\_\_\_

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

The undersigned, principal officer of \_\_\_\_\_, an employer of five (5) or more employees contracting with \_\_\_\_\_ County government to provide construction services states under oath as follows:

1. The undersigned is a principal officer of \_\_\_\_\_ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.
3. The Company is in compliance with T.C.A.~ 50-9-113. Further affiant saith not.

Principal Officer

STATE OF \_\_\_\_\_

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

Before inc personally appeared \_\_\_\_\_ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this \_\_\_\_\_ day of \_\_\_\_\_ 20

Notary Public

My commission expires:

k.

**GRATUITY DISCLOSURE FORM**

**Shelby County Ethics Commission**

**INSTRUCTIONS:** This form is for all persons receiving any Shelby County Government contract, land use approval or financial grant money to report any gratuity that has been given, directly or indirectly, to any elected official, employee or appointee (including their spouses and immediate family members) who is involved in the decision regarding the contract, land use approval, or financial grant of money.

**1. NAME**

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**2. DATE OF GRATUITY**

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**3. NATURE AND PURPOSE OF THE GRATUITY**

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**4. NAME OF THE OFFICIAL, EMPLOYEE, APPOINTEE, OR FAMILY MEMBER WHO RECEIVED THE GRATUITY**

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**5. NAME OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY**

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**6. ADDRESS OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY**

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**7. DESCRIPTION OF THE GRATUITY**

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**8. COST OF THE GRATUITY (If cost is unknown and not reasonably discernible by the person giving the gratuity, then the person giving the gratuity shall report a good faith estimate of the cost of the gratuity.)**

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**9. The information contained in this Gratuity Disclosure Form, and any supporting documentation or materials referenced herein or submitted herewith, is true and correct to the best of my knowledge, information and belief and affirm that I have not given, directly or indirectly, any gratuity to any elected official, employee or appointee (including spouse and immediate family members) that has not been disclosed and I affirm that I have not violated the provisions of the Shelby County Government Code of Ethics.**

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**Signature**

---

**Date**

---

**Print Name**

*A copy of your completed form will be placed on the Shelby County Internet website.*

**I. FORMS TO BE SUBMITTED**

**LOSB FORM A: MUST BE COMPLETED AND SUBMITTED IN YOUR BID ENVELOPE**

**LOSB FORM B: MUST BE COMPLETED, SUBMITTED WITH YOUR BID DOCUMENTING ALL LOSB'S TO BE UTILIZED, THE PERCENTAGE OF UTILIZATION AND THE INTENDED SCOPE OF THE WORK.**

**DRUG FREE WORKPLACE AFFIDAVIT - MUST BE COMPLETED AND SUBMITTED WITH YOUR BID.**

**GRATUITY DISCLOSURE FORM - MUST BE COMPLETED AND SUBMITTED WITH YOUR BID.**

**BID BOND- ALL BIDS MUST BE ACCOMPANIED BY A BANK CERTIFIED CHECK OF BANK DRAFT, LETTER OF CREDIT ISSUED BY ANY NATIONAL BANK OR APPROVED BID BOND FOR NOT LESS THAN 5% (PERCENT) OF THE AMOUNT OF THE BID. ALL PROPOSAL GUARANTEES SHALL BE MADE OUT TO THE COUNTY OF SHELBY.**

**NOTE: LOSB FORM C AND D WILL BE SUBMITTED BY THE SUCCESSFUL CONTRACTOR.**

**LOSB FORM C- MUST BE COMPLETED AND SUBMITTED BY EACH LOSB PROVIDING SUBCONTRACTED GOODS AND OR SERVICES CERTIFYING THAT THEY ARE PERFORMING THE WORK AND THAT IT IS A COMMERCIALY USEFUL FUNCTION.**

**LOSB FORM D-MUST BE COMPLETED AND SUBMITTED BY THE SUCCESSFUL CONTRACTOR EACH MONTH CERTIFYING ALL PAYMENTS MADE TO LOSB'S.**

**FAILURE TO SUBMIT THE REQUIRED FORMS MAY RESULT IN YOUR BID BEING REJECTED AS BEING IN NON-COMPLIANCE WITH BID REQUIREMENTS.**

**VII. GENERAL REQUIREMENTS**

**a.** Proposers are advised that the lowest cost proposal will not necessarily be awarded the contract, as the selection will be based upon qualification criteria as deemed by the County and as determined by the selection committee and the County Mayor.

**b. Scope of Work**

The County wishes to engage in a contractual relationship with the lowest responsive Contractor selected through the bid process.

**c. Project Time Frame**

The Provider must be prepared to begin immediately upon receipt of a Notice to Proceed.

**d. Reservation of Rights**

The County reserves the right, for any reason to accept or reject any one more proposals, to negotiate the term and specifications for the services provided, to modify any part of the SEALED BID, or to issue a new SEALED BID.

**VIII. AWARD OF CONTRACT**

**a. Selection Criteria**

Contract(s) will be awarded based on the lowest responsive proposals received. The contents of the proposal of the successful Bidders will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

**b. Additional Information and References**

Any additional information that would be helpful to the County evaluating your proposal, including a list of current and former clients with a similar profile to Shelby County should be submitted.

## **IX. NOTICE TO BIDDERS**

**January 28, 2015**

### **Time and Place of Opening of Bids:**

**REQUEST FOR PROPOSALS** for the improvements described herein will be received at **THE OFFICE OF THE SHELBY COUNTY ADMINISTRATOR OF PURCHASING, ROOM 900, SHELBY COUNTY ADMINISTRATION BUILDING, 160 NORTH MAIN, MEMPHIS, TENNESSEE 38103, at 4:00 PM, FRIDAY, FEBRUARY 20, 2015.**

**NOTE: There will not be a public bid opening for this project.**

### **Description of Work:**

- a. The proposed work is officially known as: **Roof Replacement, Bellevue Warehouse, 994 South Bellevue, Memphis, Tennessee 38105.**

### **Pre-Bid Meeting:**

Bidders are encouraged to attend a **VOLUNTARY** pre-bid meeting to be held on **Friday, February 9, 2015 at 9:00 AM, at the Bellevue Warehouse, 994 South Bellevue, Memphis, Tennessee 38105.**

### **Instruction to Bidders:**

- (a) The RFP can be downloaded from The Shelby county Government website located at [www.shelbycountyttn.gov](http://www.shelbycountyttn.gov) and click the link "Department" at the top, then P for the Purchasing Department, then click on the link "Bids."
- (b) All bids must be accompanied by a bank cashier's check or bank draft, letter of credit issued by any national bank or certificate of deposit therein, duly assigned, or certified check or approved bid bond for not less than five (5) percent of the amount of the bid. All proposal guarantees shall be made out to the COUNTY OF SHELBY.
- (c) All bidders must be licensed by the Tennessee State Board of Licensing
- (d) General Contractors Evidence of this license must appear on the title page of the Proposal in the space provided, and also on the exterior of the sealed envelope. The envelope enclosing each bid must show the Contractor's name, license number, expiration date thereof, and license classification of the contractor(s) bidding for the prime contract and for the masonry, electrical,

plumbing, heating, ventilation, and air conditioning subcontracts in accordance with TCA 62-6-119. Lacking all of this information, the bid shall be rejected and returned to the bidder unopened.

**EOC Requirements:**

As a condition precedent to bidding, bidders shall have received a current “Equal Opportunity Compliance Eligibility Number” which must be attached to each bid submission. To receive an E.O.C. Eligibility Number, specific information must be received by the E.O.C. Department at least 48 hours prior to the bid opening. To verify your E.O.C. Number or to receive information for obtaining a number, contact the E.O.C. Department, **901-222-1100**.

Use of Locally Owned Small Business (LOSB) participation on County projects is mandatory.

Bidders are encouraged to contact County-certified LOSB firms from the listing that can be obtained from Shelby County EOC department. Bidders may also provide the names of firms they believe would qualify as LOSB firms, by notifying the E.O.C. Department and filing the required forms at least five (5) working days prior to the bid opening

A Locally Owned Small Business is defined as a sole proprietorship, corporation, partnership, or joint venture located within Shelby County and at least 51% owned, operated and managed by a Shelby County resident and having an average annual sale of \$5,000,000.00 or less over the past three (3) years.

**Rejection of Bids:**

The **COUNTY OF SHELBY** reserves the right to reject any and all proposals and to waive technicalities in any proposal.

**BY ORDER OF:      CLIFTON DAVIS**

**PURCHASING  
ADMINISTRATOR  
SHELBY COUNTY  
GOVERNMENT**

\_\_\_\_\_, 2015

THIS IS A DRAFT ONLY!! ORIGINAL DOCUMENTS IN EXECUTED FORM ARE REQUIRED PRIOR TO COUNTY SIGNATURE. IT IS A MANDATORY REQUIREMENT THAT ALL DOCUMENTS WHICH ARE REQUIRED TO BE ATTACHED TO THIS AGREEMENT BE ATTACHED BEFORE SUBMITTAL TO SHELBY COUNTY FOR SIGNATURE. IF NOT, THE AGREEMENT WILL BE RETURNED FOR COMPLETION.

### COUNTY/CONTRACTOR AGREEMENT

**OWNER:** SHELBY COUNTY GOVERNMENT  
160 N. MAIN ST.  
MEMPHIS, TN 38103

**CONTRACTOR:**

**ARCHITECT\  
ENGINEER:**

THIS CONTRACT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between SHELBY COUNTY GOVERNMENT, through its governing body and authorized representative, party of the first part, hereinafter referred to as "COUNTY," and \_\_\_\_\_, party of the second part, hereinafter referred to as "CONTRACTOR."

#### WITNESSETH

WHEREAS, the COUNTY issued Sealed Bid No. \_\_\_\_\_ for \_\_\_\_\_, hereinafter in this Contract referred to as "PROJECT".

WHEREAS, the said CONTRACTOR submitted a bid/proposal in accordance with bid specifications, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, which bid was accepted by COUNTY.

NOW, THEREFORE, CONTRACTOR agrees and undertakes to (describe work to be done) in accordance with the Bid Specifications which are on file in the Shelby County Purchasing Department and which are incorporated herein by reference, and at the price quoted for said PROJECT by CONTRACTOR. Further, the parties agree that they will be governed by the Shelby County General Conditions of the Contract for work to be performed. The Contractor acknowledges that it has read and is familiar with the contents of said General Conditions, agrees to be bound thereby and has executed a copy of same at the place indicated thereon. A copy of said General Conditions is attached hereto as Exhibit "B" and incorporated fully herein by reference.

#### **SECTION 1. CONTRACTOR'S RESPONSIBILITIES**

1. CONTRACTOR shall perform all necessary work required by the contract documents for the satisfactory completion in full of the PROJECT.
2. CONTRACTOR shall coordinate all work with COUNTY through \_\_\_\_\_. Work shall be scheduled on a regular basis in as timely and orderly a manner as possible.
3. The CONTRACTOR shall give a Performance Bond and Labor and Material Bond, each equal to 100% of the amount of the Contract, with surety to be approved by the COUNTY, conditioned upon the full and faithful performance of all the terms and conditions of the Contract with special reference to paying in full in lawful money of the United States, all just and valid claims for material and labor entered into for the said work covered by this Contract. That further, this Contract shall not take effect until these Bonds have been executed and approved by the County.
4. The CONTRACTOR further agrees to provide insurance coverage of the type and in the amounts as required in section III, Specific Provision, paragraph 31.
5. The COUNTY shall pay the CONTRACTOR for the performance of the Contract \_\_\_\_\_ (\$)Dollars, subject to additions and deductions as provided in the contract documents.

6. The CONTRACTOR shall execute the entire work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, within \_\_\_\_\_ (\_\_\_) calendar days from the actual start date as specified in the written "Notice to Proceed."
7. All work by CONTRACTOR is to be performed in a manner satisfactory to COUNTY, and in accordance with the established customs, practices and procedures of COUNTY. CONTRACTOR is to periodically request sufficient conferences to insure that the work is being done by CONTRACTOR in a satisfactory manner in accordance with the wishes of COUNTY.

## **SECTION II. METHOD OF PAYMENT**

1. CONTRACTOR shall provide an Application for Payment to be received by the Architect/Engineer not later than the 25th day of each month. COUNTY shall make payment to the CONTRACTOR not later than the 20th day of the following month. If an Application for Payment is received by the Architect/Engineer after the application date fixed above, payment shall be made by COUNTY not later than forty-five (45) days after receipt of the Application for Payment. If the CONTRACTOR submits an incorrect Application for Payment, payment date will be extended thirty (30) days from the date of correction.
2. Application for payment shall indicate the percentage of completion of each portion of the work as of the end of the period covered by the Application for Payment.
3. Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
  - a. Take that portion of the contract sum properly allocable to completed work as determined by multiplying the percentage completion of each portion of the work by the total Contract Sum less retainage of five (5%) percent;
  - b. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by COUNTY, suitably stored off the site at a location agreed upon in writing), less retainage of five (5%) percent;

- c. Subtract the aggregate of previous payments made by the COUNTY; and
  - d. Subtract amounts, if any, for which the Architect/Engineer has withheld or nullified a Certificate of Payment as provided in the General Conditions to Construction Contracts.
4. When all work embraced in this Contract has been fully and completely performed on the part of the CONTRACTOR, and accepted by the COUNTY, there shall be a statement by CONTRACTOR of the work done according to the terms herein, and the balance appearing to be due the CONTRACTOR out of funds applicable for payment for this work, excepting there from any sum that may be lawfully retained under the provisions of this Contract, Specifications, and General Conditions to Construction Contracts and all such funds as may be due the COUNTY.
  5. The COUNTY shall have the right, at its option, to discharge the CONTRACTOR for any breach of any provision of this Contract, and such discharge shall not affect the right of the COUNTY against sureties on the Bonds provided.
  6. It is further mutually agreed between the parties hereto that if at any time after the execution of this Contract and the Surety Bonds attached hereto for its faithful performance, the COUNTY shall deem the surety or sureties upon such bond inadequate to cover the performance of the work, the CONTRACTOR shall, at its expense, within five (5) days after the receipt of notice from the COUNTY so to do, furnish as additional bond or bonds, in satisfactory amount to the COUNTY. In such event, no further payment to the CONTRACTOR shall be deemed due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the COUNTY.
  7. CONTRACTOR further agrees to provide COUNTY an amount equal to \_\_\_\_\_ (\$) Dollars per day for liquidated damages for each consecutive calendar day required for the completion of the contract beyond the time stipulated. **(NOTE: If this paragraph is inapplicable, then N/A [not applicable] should be inserted in the applicable space.)**
  8. Other contract provisions, including but not limited to

insurance provisions may be required to enter into a contract with Shelby County Government.

### **SECTION III. SPECIFIC PROVISIONS**

The parties further agree as follows:

1. CONTROL

All Services by the CONTRACTOR will be performed in a manner satisfactory to the COUNTY, and in accordance with the generally accepted business practices and procedures of the COUNTY.

2. CONTRACTOR'S PERSONNEL

The CONTRACTOR certifies that it presently has adequate qualified personnel to perform all Services required under this Contract. All work performed during the Term of this Contract will be supervised by the CONTRACTOR. The CONTRACTOR further certifies that all of its employees assigned to serve the COUNTY have such knowledge and experience as required to perform the duties assigned to them. Any employee of the CONTRACTOR who, in the opinion of the COUNTY, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with the Services under this Contract.

3. INDEPENDENT STATUS

a. Nothing in this Contract shall be deemed to represent that the CONTRACTOR, or any of the Contractor's employees or agents, are the agents, representatives, or employees of the COUNTY. The CONTRACTOR will be an independent CONTRACTOR over the details and means for performing the Services under this Contract. Anything in this Contract which may appear to give the COUNTY the right to direct the CONTRACTOR as to the details of the performance of the Services under this Contract or to exercise a measure of control over the CONTRACTOR is solely for purposes of compliance with local, state and federal regulations and means that the CONTRACTOR will follow the desires of the COUNTY only as to the intended results of the scope of this Contract.

- b. It is further expressly agreed and understood by CONTRACTOR that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the COUNTY; that CONTRACTOR has been retained by the COUNTY to perform the Services specified herein (not hired) and that the remuneration specified herein is considered fees for the Services performed (not wages) and that invoices submitted to the COUNTY by CONTRACTOR for the Services performed shall be on the Contractor's letterhead.

4. REPORTS

CONTRACTOR shall prepare and submit quarterly reports of its activities, funded under this Contract, to the originating department and the Contract Administration Department of the COUNTY. The reports shall include an itemization of the use of County's funds, inclusive of specific Services delivered. Any such reports provided to the COUNTY shall be prepared with the understanding that the COUNTY may make such reports available to the public. The quarterly reports and all books of account and financial records that are specific to the work performed in accordance with this Contract may be subject to audit by the Director of the Division of Administration and Finance of the COUNTY. The COUNTY shall have the right to withhold future disbursement of funds under this Contract and any future Contracts until this provision has been met.

5. TERMINATION OR ABANDONMENT

- a. It shall be cause for the immediate termination of this Contract if, after its execution, the COUNTY determines that:
  - i) Either the CONTRACTOR or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo contendere, or has plead or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting; or
  - ii) CONTRACTOR has subcontracted, assigned, delegated, transferred its rights, obligations or interests

under this Contract without the County's consent or approval; or

iii) CONTRACTOR has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer has been appointed to take charge of all or part of CONTRACTOR assets.

b. The COUNTY may terminate the Contract upon five (5) days written notice by the COUNTY or its authorized agent to the CONTRACTOR for Contractor's failure to provide the Services specified under this Contract.

c. This Contract may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination (the "Termination Date"). In the event of such termination, the CONTRACTOR shall be paid for all Services rendered prior to the Termination Date, provided the CONTRACTOR shall have delivered to COUNTY such statements, accounts, reports and other materials as required under this Contract; however, CONTRACTOR shall not be compensated for any anticipatory profits that have not been earned as of the date of the Termination Date. All Services completed by CONTRACTOR prior to the Termination Date shall be documented and tangible work documents shall be transferred to and become the sole property of the COUNTY prior to payment for the Services rendered.

d. Notwithstanding the above or any section herein to the contrary, CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Contract by CONTRACTOR and the COUNTY may withhold any payments to CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due the COUNTY from CONTRACTOR is determined.

#### 6. COMPENSATION FOR CORRECTIONS

No compensation shall be due or payable to CONTRACTOR pursuant to this Contract for any Contractor's Services performed by the CONTRACTOR in connection with effecting of corrections to the design of the Services, when such corrections are required as a direct result of negligence by the CONTRACTOR to properly fulfill any of his obligations as set forth in this Contract.

#### 7. SUBCONTRACTING, ASSIGNMENT OR TRANSFER

- a. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the CONTRACTOR from performance of the Services under this Contract. The COUNTY shall not be responsible for the fulfillment of the Contractor's obligations to its transferors or subcontractors.
- b. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the subcontract, assignment, delegation or transfer.

8. CONFLICT OF INTEREST

The CONTRACTOR covenants that it has no public or private interest, and will not acquire directly or indirectly any interest, which would conflict in any manner with the performance of the Services. The CONTRACTOR warrants that no part of the total Contract Fee shall be paid directly or indirectly to any officer or employee of the COUNTY as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the CONTRACTOR in connection with any work contemplated or performed relative to this Contract.

9. CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the COUNTY will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

10. EMPLOYMENT OF COUNTY WORKERS

The CONTRACTOR will not engage, on a full, part-time, or any other basis during the Term of the Contract, any professional or technical personnel who are or have been at any time during

the Term of the Contract in the employ of the COUNTY.

11. ACCESS TO RECORDS

During all phases of the work and Services to be provided hereunder, CONTRACTOR agrees to permit duly authorized agents and employees of the COUNTY to enter Contractor's offices for the purpose of inspections, reviews, and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The CONTRACTOR will maintain all books, documents, papers, accounting records, and other evidence pertaining to the Fee paid under this Contract and make such materials available at their offices at all reasonable times during the Term of this Contract and for three (3) years from the date of payment under this Contract for inspection by the COUNTY or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof. Copies of said records shall be furnished to the COUNTY upon request.

12. ARBITRATION

Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the CONTRACTOR and the COUNTY will be referred to the Shelby County Contract Administrator or its duly authorized representative, whose decision regarding same will be final.

13. RESPONSIBILITIES FOR CLAIMS AND LIABILITIES

a. CONTRACTOR shall indemnify, defend, save and hold harmless the COUNTY, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liability, losses or damages—including but not limited to Title VII and 42 USC 1983 prohibited acts—arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this Contract or in the performance of the Services hereunder, whether performed by the CONTRACTOR its subcontractors, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.

b. CONTRACTOR expressly understands and agrees that any insurance protection required by this Contract or

otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, defend, save and hold harmless the COUNTY or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.

- c. The COUNTY has no obligation to provide legal counsel or defense to CONTRACTOR or its subcontractors in the event that a suit, claim or action of any character is brought by any person not a party to this agreement against CONTRACTOR as a result of or relating to performance of the Services under this Contract.
- d. Except as expressly provided herein, the COUNTY has no obligation for the payment of any judgment or the settlement of any claims against CONTRACTOR as a result of or relating to performance of the Services under this Contract.
- e. CONTRACTOR shall immediately notify the COUNTY of any claim or suit made or filed against CONTRACTOR or its subcontractors regarding any matter resulting from or relating to Contractor's performance of the Services under this Contract and will cooperate, assist and consult with the COUNTY in the defense or investigation thereof.

14. GENERAL COMPLIANCE WITH LAWS

- a. The CONTRACTOR certifies that it is qualified or will take steps necessary to qualify to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of the Services under this Contract.
- b. The CONTRACTOR is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the performance of the Services. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, and the Americans with Disabilities Act (ADA).

c. This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this Contract, the CONTRACTOR agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this Contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

15. NON-DISCRIMINATION

The CONTRACTOR hereby agrees, warrants, and assures compliance with the provisions of Title VI and VII of the Civil Rights Act of 1964 and all other federal statutory laws which provide in whole or in part that no person shall be excluded from participation or be denied benefits of or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the CONTRACTOR on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State Constitutional or statutory law. The CONTRACTOR shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

16. ENTIRE AGREEMENT

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, whether oral or written.

17. AMENDMENT

This Contract may be modified or amended only by written instrument signed by both parties.

18. SEVERABILITY

If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full

force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a legal, valid and enforceable provision as similar in terms to such unlawful, invalid or unenforceable provision as possible.

19. NO WAIVER OF CONTRACTUAL RIGHT

No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.

20. MATTER TO BE DISREGARDED

This title of the several sections, subsections, and paragraphs set forth in this Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Contract.

21. SUBJECT TO FUNDING

This Contract is subject to annual appropriations of funds by the Shelby County Government. In the event sufficient funds for this Contract are not appropriated by Shelby County Government for any of its fiscal period during the Term hereof, then this Contract will be terminated. In the event of such termination, the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the Termination Date.

22. TRAVEL EXPENSES (If Applicable)

All travel expenses payable under this Contract shall be in

accordance with the County Travel Policy and Procedures. This includes advance written travel authorization, submission of travel claims, documentation requirements, and reimbursement rates. No travel advances will be made by the County.

23. PERFORMANCE AND LABOR AND MATERIALS BONDS

CONTRACTOR will provide COUNTY within ten (10) days from inception date of this Contract a Performance and Labor and Materials Bond each in the amount of 100% of the Contract price for each year that this contract is in effect. Said Bonds may be pro-rated for the initial year in the event that this period of time is less than a full twelve (12) month period.

24. NON-LIABILITY FOR CONTRACTOR EMPLOYEE TAXES

Neither CONTRACTOR nor its personnel are County's employees, and COUNTY shall not take any action or provide Contractor's personnel with any benefits and shall have no liability for the following:

- a. Withholding FICA (Social Security) from Contractor's payments;
- b. Making state or federal unemployment insurance contributions on behalf of CONTRACTOR or its personnel;
- c. Withholding state and federal income tax from payment to CONTRACTOR;
- d. Making disability insurance contributions on behalf of CONTRACTOR;
- e. Obtaining workers' compensation insurance on behalf of CONTRACTOR or Contractor's personnel.

25. INCORPORATION OF OTHER DOCUMENTS

- a. CONTRACTOR shall provide Services pursuant to this Contract in accordance with the terms and conditions set forth within the Shelby County Request for Proposals/Bids as well as the Response of CONTRACTOR thereto, all of which are maintained on file within the Shelby County Purchasing Department and incorporated herein by reference.
- b. It is understood and agreed between the parties that in

the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposals/Bids or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.

26. CONTRACTING WITH LOCALLY OWNED SMALL BUSINESSES

The CONTRACTOR shall take affirmative action to assure that Locally Owned Small Businesses that have been certified by the COUNTY are utilized when possible as sources of supplies and equipment, construction and services.

27. RIGHT TO REQUEST REMOVAL OF Contractor's EMPLOYEES

The COUNTY may interview the personnel CONTRACTOR assigns to County's work. COUNTY shall have the right, at any time, to request removal of any employee(s) of CONTRACTOR, whom COUNTY deems to be unsatisfactory for any reason. Upon such request, CONTRACTOR shall use all reasonable efforts to promptly replace such employee(s) with substitute employee(s) having appropriate skills and training.

28. INCORPORATION OF WHEREAS CLAUSES

The foregoing whereas clauses are hereby incorporated into this Contract and made a part hereof.

29. DISCLOSURE OF REPORTS, DATA OR OTHER INFORMATION

Notwithstanding anything to the contrary contained herein or within any other document supplied to COUNTY by CONTRACTOR, CONTRACTOR understands and acknowledges that COUNTY is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to COUNTY by CONTRACTOR due to Services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.

30. ORGANIZATION STATUS AND AUTHORITY

a. CONTRACTOR represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the state of Tennessee; it has

the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.

- b. The execution, delivery and performance of this Contract by the CONTRACTOR has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of CONTRACTOR, any provision of any indenture, agreement or other instrument to which CONTRACTOR is a party, or by which Contractor's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien , charge or encumbrance of any nature whatsoever upon any of the properties or assets.

31. INSURANCE REQUIREMENTS

- a. The CONTRACTOR shall purchase and maintain, in a company or companies licensed to do business in the State of Tennessee, such insurance as will protect the County from claims which may arise out of or result from the Contractor's operations under the Contract, whether such operations are performed by himself or by any subcontractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts the CONTRACTOR or subcontractor may be liable.
- b. The insurance required shall be written for not less than any limits of liability specified or required by law, whichever is greater. Shelby County Government, its elected officials, appointees and employees will be named as additional insured. All policies will provide for thirty (30) days written notice to COUNTY of cancellation or material change in coverage provided. The Contractor shall immediately notify Shelby county Government, Contract Administration, 160 N. Main Street, Suite 550, Memphis, Tennessee of cancellation or changes in any of the insurance coverage required. The CONTRACTOR will maintain throughout the life of this Contract insurance, through insurers rated A- or better by A.M. Best, in the following minimum requirements:

- i) Commercial General Liability Insurance- \$1,000,000.00 limit per occurrence for bodily injury and property damage/\$1,000,000.00 personal and advertising injury/\$2,000,000.00 General Aggregate/\$2,000,000.00 Products-Completed Operations Aggregate. Shelby County Government, its elected officials, appointees, employees, volunteers, and members of boards, agencies, and commissions will be listed as additional insured regarding operations under this program. The insurance shall include coverage for the following:
  - a) Premises/Operations
  - b) Products/Completed Operations
  - c) Personal Injury
  - d) XCU coverage, where applicable
  - e) Contractual Liability
  - f) Independent Contractors
  - g) Broad Form Property Damage
  - h) When contract is awarded, the Contractor will be required to provide the County with a copy of the additional insured endorsement.
  
- ii) Business Automobile Liability Insurance - \$1,000,000.00 each accident for bodily injury and property damage. Coverage is to be provided on all:
  - a) Owned/Leased Autos
  - b) Non-owned Autos
  - c) Hired Autos
  
- iii) Workers Compensation and Employer's liability Insurance - All owners, sole proprietors, partners, and officers will elect to be covered by workers compensation coverage, regardless of requirement by Tennessee state status. Policy is to be specifically endorsed to include these individuals for coverage. Coverage is to include:
  - a. Employers Liability Coverage for \$1,000,000 per accident;
  - b. Employers Liability Disease each employee \$1,000,000; and
  - c. Employers Liability Disease Policy Limit \$1,000,000

Note: The Contractor's workers compensation policy will include the following endorsement: WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT: (form WC 00 03 13) A completed copy of this form will be included in documents provided to Shelby County Government by Provider's insurance company.

- iv) Builders Risk Insurance or Installation Floater (as applicable) for project. - All risk coverage in the amount of replacement cost of the structure/equipment, which is to be built or installed.
- c. CONTRACTOR shall provide County with a current copy of the Certificate of Insurance at the time of contracting and shall maintain said insurance during the entire Contract period as well as provide renewal copies on each anniversary date. The certificate holder is to read:

Shelby County Government  
Purchasing Department  
160 N. Main, Suite 550  
Memphis, TN 38103

- d. Self insured retentions or deductibles of \$25,000 or over per loss or claims must be reviewed and agreed to by Shelby County Government prior to commencement of work under this program.

All policies will provide for 30 day written notice to Shelby County of cancellation of coverage provided. Ten (10) days notice applicable to non-payment of premium. If insurer is not required by the policy terms and conditions to provide written notice of cancellation to Shelby County, the Contractor//Contractor will provide immediate notice to Shelby County.

32. NOTICE

Any notices required or permitted to be given under the provisions of this Contract shall be effective only if in writing and delivered either in person to the County's authorized agent or by First Class or U.S. Mail to the addresses set forth in the Contract, or to such other person or address as either party may designate in writing and deliver as herein provided.

33. HIPAA (If applicable)

CONTRACTOR warrants to the COUNTY and State that it is familiar with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Contract. CONTRACTOR warrants that it will cooperate with the COUNTY and State in the course of performance of the Contract so that all parties will be in compliance with HIPAA, including cooperation and coordination with COUNTY and State privacy officials and other compliance officers required by HIPAA and its regulations. CONTRACTOR will sign any documents that are reasonably necessary to keep the State and the COUNTY in compliance with HIPAA, including, but not limited to, business associate agreements.

It is agreed that the following documents are made a part of and incorporated fully into this construction Contract:

1. Performance Bond
2. Labor and Material Bond
3. Insurance Certificate
4. Bid Specifications (SB #\_\_\_\_\_, \_\_\_\_\_)
5. Contractor's Bid/Proposal (Exhibit "A")
6. General Conditions to Contract (Exhibit "B")
7. List of subcontractors who will be performing work on project with attached required information per Exhibit "C"

**NOTE: THE ABOVE DOCUMENTS MUST BE ATTACHED BEFORE EXECUTION OF THIS AGREEMENT BY SHELBY COUNTY.**

**SHELBY COUNTY GENERAL CONDITIONS OF THE  
CONTRACT FOR CONSTRUCTION**

Rev. 5/24/99

constcnd.doc

# GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

## ARTICLE I CONTRACT DOCUMENTS

### 1.1 Definitions

#### 1.1.1 The Contract Documents

The Contract Documents consist of the Owner-Contractor Agreement, the conditions of the Contract (General, Supplementary and other conditions), the Drawings, the Specifications, and all Addenda issued prior to and all modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a written interpretation issued by the Architect pursuant to Subparagraph 2.2.8, or (4) a written order for a minor change in the Work issued by the Architect pursuant to Paragraph 12.3. The Contract Documents include Bidding Documents such as the Advertisement or invitation to Bid, the Instructions to Bidders, sample forms, the Contractor's Bid, or portions of Addenda relating to any of these, and other documents specifically enumerated in the Owner-Contractor Agreement.

#### 1.1.2 The Contract

The Contract Documents form the Contract for Construction. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.1. The Contract Documents shall not be construed to create any contractual relationship of any kind between the Architect and the Contractor, but the Architect shall be entitled to performance of obligations intended for his benefit, and to enforcement thereof. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner or the Architect or any Subcontractor or sub-subcontractor.

#### 1.1.3 The Work

The Work comprises the completed construction required by the contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

**1.1.4      The Project**

The Project is the total construction of which the Work performed under these Contract Documents may be the whole or a part.

**1.2            Execution Correlation and Intent**

**1.2.1**        The Contract Documents shall be signed in not less than four originals by the Owner and Contractor. If either Owner or Contractor or both do not sign the Conditions of the Contract, Drawings, Specifications, or any of the other Contract Documents, the Architect shall identify such Documents.

**1.2.2**        By executing the Contract, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.

**1.2.3**        The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not specifically set forth in the Contract Documents will not be required unless it is consistent with work that is specifically set forth in the Contract Documents or is reasonably inferable from the Contract Documents as being necessary to produce the intended results. Words and abbreviations, which have well-known technical or trade meanings, are used in the Contract Documents in accordance with such recognized meanings.

**1.2.4**        The organization of the Specifications into divisions, sections, and articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Sub-contractors or in establishing the extent of Work to be performed by any trade.

**1.3            Ownership and Use of Documents**

**1.3.1**        All Drawings, Specifications, and copies thereof furnished by the Architect are the property of the Owner. They are to be used only with respect to this Project and are not to be used on any other project. With the exception of one contract set for each party to the Contract, such documents are to be returned or suitably accounted for to the Architect on request at the completion of the Work. Submission or distribution to meet official regulatory requirements or for other purposes in connection with

the Project is not to be construed as publication in derogation of the Architect's common law copyright or other reserved rights. The Architect will furnish, free of charge, to

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the Contractor sufficient sets of Contract Documents to execute the Work not to exceed ten (10). The Contractor may purchase additional sets by paying reproduction costs.

## **ARTICLE II ARCHITECT**

### **2.1           Definition**

**2.1.1**       The Architect is the person lawfully licensed to practice Architecture, or any entity lawfully practicing Architecting identified as such in the Owner-Contractor Agreement, and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Architect means the Architect or his authorized representative.

### **2.2           Administration of the Contract**

**2.2.1**       The Architect will provide administration of the Contract as hereinafter described.

**2.2.2**       The Architect will be the Owner's representative during construction and until final payment is due. The Architect will advise and consult with the Owner. The Owner's instructions to the Contract shall be forwarded through the Architect. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument signed by the Owner.

**2.2.3**       The Architect will visit the site at intervals appropriate to the stage of construction to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of his on-site observations as an Architect, he will keep the Owner informed of the progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor.

**2.2.4**       The Architect will not be responsible for and will not have control or charge of construction means, methods, techniques or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Architect will not be responsible for or have

control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

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**2.2.5** The Architect shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so the Architect may perform his functions under the contract documents.

**2.2.6** Based on the Architects observations and an evaluation of the Contractor's Applications for Payment, the Architect will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts as provided in Paragraph 9.4.

**2.2.7** The Architect will render interpretations necessary for the proper execution or progress of the Work, with reasonable promptness and in accordance with any time limit agreed upon so as to cause no delay the Project. Either party to the Contract may make written request to the Architect for such interpretations.

**2.2.8** All interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings.

**2.2.9** The Architects decision in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents. The Architect shall rule on all claims and disputes that relate to the interpretation of the Contract Documents.

**2.2.10** The Architect will have authority to reject Work, which does not conform to the Contract Documents. Whenever, in his opinion, he considers it necessary or advisable for the implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of the Work in accordance with Subparagraph 7.7.2 whether or not such Work is then fabricated, installed or completed. In the event the Architect determines that any Work deleted by the Contractor should have been performed by the Contractor under the Contract Documents, he shall issue a final determination that the Contractor shall proceed with the Work as directed by the Architect, and the Contractor shall proceed with the Work even if he is in disagreement with the decision of the Architect.

**2.2.11** The Architect will review and approve or take other appropriate action under Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be taken with reasonable

promptness so as to cause no delay. The Architects approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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**2.2.12** The Architect will prepare Change Orders in accordance with Article 12 and will have the authority to order minor changes in the Work as provided in Subparagraph 12.3.

**2.2.13** The Architect will conduct inspections to determine the dates of Substantial Completion and completion will receive and forward to the Owner for the Owner's review written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a Final Certificate for Payment upon compliance with the requirements of Paragraph 9.8.

### **ARTICLE III**

#### **OWNER**

#### **3.1 Definition**

**3.1.1** The Owner is the person or entity identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Owner means the Owner, or his authorized representative.

#### **3.2 Information and Services Required of the Owner**

**3.2.1** The Owner or Architect shall furnish all surveys describing the physical characteristics, legal limitations, and utility locations for the site of the Project, and a legal description of the site.

**3.2.2** Except as provided in Subparagraph 4.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

**3.2.3** Information or services under the Owner control shall be furnished by the Owner with reasonable promptness to avoid delay in the orderly progress of the Work.

**3.2.4** Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, all copies of Drawings and Specifications reasonably necessary for the execution of the Work.

**3.2.5** The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein and especially those in respect to Work by Owner or by Separate Contractors,

Payments and Completion and Insurance in Article 6, 9 and 11, respectively.

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**3.3 Owner Right to Stop the Work**

**3.3.1** If the Contractor fails to correct defective Work as required by Paragraph 13.2 or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity. Any such order to the Contractor shall be in writing.

**3.4 Owner Right to Carry Out the Work**

**3.4.1** If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within two (2) days after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedy it may have, make good and correct such deficiencies with its own forces or with the forces of another contractor. In such case, an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Architect additional services made necessary by such default, neglect, or failure. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

**3.4.2** The Owner shall have access to the Project at all times.

**ARTICLE IV**  
**CONTRACTOR**

**4.1 Definition**

**4.1.1** The Contractor is the person or entity identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative.

**4.2 Review of Contract Documents**

**4.2.1** The Contractor shall carefully study and compare the

Contract Documents and shall at once report to the Architect any error, inconsistency or omission he may discover.

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#### **4.3 Supervision and Construction Procedures**

**4.3.1** The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract.

**4.3.2** The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor.

**4.3.3** The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents by either the activities or duties of the Architect in his administration of the Contract, or by inspection, tests, or approvals required or performed under Paragraph 7.7 by persons other than the Contractor.

#### **4.4 Labor and Materials**

**4.4.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

**4.4.2** The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.

**4.4.3** When a material, equipment, or system is specified or approved in an addendum, by the name of one or more manufacturers, such material, equipment, or system shall form the basis of the contract. If Contractor desires to use another material, equipment, or system in lieu thereof, he shall request approval in writing and shall submit samples and data as required for the Architect's consideration. The Architect and Owner will be the final judge for the acceptance or the substitution. No Substitution shall be made without authority in writing from the Architect.

**4.4.4** By making requests for substitutions based on

Subparagraph 4.4.3 above, the Contractor:

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- .1 represents that he has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
- .2 represents that he will provide the same warranty for the substitute that is required by the Contract Documents for that specified.
- .3 certifies that the cost data presented is complete and includes all related costs and excludes the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently became apparent; and
- .4 will coordinate the installation of the accepted substitute, making such changes at no additional cost to Owner as may be required for the Work to be complete in all respects.

**4.4.5** The General Contractor shall disclose the existence and extent of financial interests, whether direct or indirect, he has in subcontractors and material suppliers, which he may propose for this Project.

**4.5**            **Warranty**

**4.5.1**        The Contractor warrants to the Owner and the Architect that all materials and equipment furnished under this Contract will be new unless otherwise specified, and all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and requirements including substitutions not properly approved and authorized, may be considered defective. If required by the Architect, the Contractor shall furnish satisfactory evidence. This warranty is not limited by the provisions of Paragraph 13.2.

**4.6**            **Taxes**

**4.6.1**        The Contractor shall pay all sales, consumer, use and other similar taxes for the Work or portions thereof provided by the Contractor, which are legally enacted at the time bids, are received, whether or not yet effective.

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**4.7           Permits, Fees, and Notices**

**4.7.1**       Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and for all other permits and governmental fees, licenses and inspections necessary for the proper execution of the Contract.

**4.7.2**       The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work.

**4.7.3**       If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Architect, he shall assume full responsibility therefore and shall bear all costs attributable thereto.

**4.8           Allowances and Owner Furnished Equipment, Fixtures or Labor**

**4.8.1**       The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by these allowances shall be supplied for such amounts and by such persons as the Owner may direct, but the Contractor will not be required to employ persons against whom he makes a reasonable objection.

**4.8.2**       Unless otherwise provided in the Contract Documents:

.1       these allowances shall cover the cost to the Contractor, less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and applicable taxes;

.2       the Contractor's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Sum and not in the allowance;

.3       whenever the cost is more than or less than the allowance, the Contract Sum shall be adjusted accordingly by Change Order, the amount of which will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses.

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**4.8.3**       The Owner may directly furnish any or all of the

equipment, fixtures, or labor required for the Project. In the event the Owner elects to do so, the Contract Price for such equipment, fixtures, or labor will be reduced by the amount for equipment of labor being furnished by Owner. A Change Order reducing the Contract Price for that item of work shall be executed by Owner and Contractor to reflect a reduction in the Contract Price for that item, equipment, fixtures or work that the Owner is to furnish. The Contractor shall assume responsibility for and be fully responsible for the care, custody, and control of all Owner furnished equipment and/or fixtures once said equipment or fixtures arrive on the job site or in any approved off site storage facility.

#### **4.9 Superintendent**

**4.9.1** The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor and shall be confirmed in writing.

#### **4.10 Documents and Samples at the Site**

**4.10.1** The Contractor shall maintain at the site for the Owner, one record copy of all Drawings, Specifications, Addenda, Change Orders, and other Modifications, in good order and marked currently to record all changes made during construction and approved Shop Drawings, Product Data and Samples. These shall be available to the Architect and shall be delivered to him for the Owner upon completion of the Work.

#### **4.11 Shop Drawings, Product Data, and Samples**

**4.11.1** Shop Drawings are drawings, diagrams, schedules, and other data specifically prepared for the Work by the Contractor or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

**4.11.2** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate a material, product, or system for some portion of the Work.

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**4.11.3** Samples are physical examples, which illustrate materials, equipment, or workmanship and establish standards by which the Work will be judged.

**4.11.4** The Contractor shall review, approve and submit, with reasonable promptness and in such sequence as to cause no delay in the Work or in the work of the Owner or any separate contractor, all Shop Drawings, Product Data and Samples required by the Contract Documents.

**4.11.5** By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and the Contract Documents.

**4.11.6** The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Architects approval of Shop Drawings, Product Data or Samples under Subparagraph 2.2.11, unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submission and the Architect has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data, or Samples by the Architect approval thereof.

**4.11.7** The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, or Samples, to revisions other than those requested by the Architect on previous submittals.

**4.11.8** No portion of the Work requiring submission of a Shop Drawing, Product Data, or Sample shall be commenced until the submittal has been approved by the Architect as provided in Subparagraph 2.2.11. All such portions of the Work shall be in accordance with approved submittals.

**4.12**        **Use of Site**

**4.12.1** The Contractor shall confine operations at the site to areas permitted by law, ordinance, permits and the Contract Documents and shall not unreasonably encumber the site with any materials or equipment.

**4.13**        **Cutting and Patching of Work**

**4.13.1** The Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the Work or to make its several parts fit together properly. Initial \_\_\_\_\_

**4.13.2** The Contractor shall not damage or endanger any portion

of the Work or the work of the Owner or any separate contractors by cutting, patching or otherwise altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of the Owner or any separate contractor except with the written consent of the Owner. The Contractor shall not unreasonably withhold from the Owner his consent to cutting or otherwise altering the Work.

#### **4.14 Cleaning Up**

**4.14.1** The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work, he shall remove all his waste materials and rubbish from and about the project as well as all his tools, construction equipment, machinery and surplus materials.

**4.14.2** If the Contractor fails to clean up at the completion of the Work, the Owner may do so as provided in Paragraph 3.4 and the cost thereof will be charged to the Contractor.

#### **4.15 Royalties, Patents, and Records**

**4.15.1** The Contractor shall pay all royalties and license fees. He shall defend all suits and claims for infringement of any patent rights and shall save Owner and Architect harmless from loss on account thereof.

**4.15.2** The Contractor shall not discriminate against any subcontractor, employee, or applicant for employment on the grounds of race, color, national origin, or sex.

**4.15.3** The Contractor and all subcontractors under the general contract shall maintain copies of every sub-payroll period for the life of the construction contract and for a period of three (3) years after final release and payment is made by the Owner to the Contractor.

**4.15.4** Each Contractor request for payment, including final payment and each partial payment, if permitted by the contract, shall contain a certification by the Contractor that performance by the Contractor and his subcontractor for the period of work covered by the payment request has been in accordance with the contract clauses and requirements with respect to nondiscrimination.

**4.15.5** Representatives of Shelby County, as designated by the Mayor, shall have the right to inspect the Contractor's facilities and payroll records during the term of the construction contract and for a period of three (3) years after final release and final payment by the Owner for the purposes of verifying

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nondiscrimination in employment.

**4.15.6** The Contractor shall incorporate the same requirements set forth in Subparagraph 5.3.1 in all Subcontracts awarded by him with the further requirement that each Subcontract include identical requirements to be included in any lower tier Subcontracts together with the requirement to include it in any further subcontracts that might be made.

**4.16 Indemnification**

**4.16.1** (a) By executing this Agreement, the Contractor assumes the entire responsibility and liability for any and all claims, damage or injury of any kind or nature (including death) to all persons, whether employees of the Contractor or otherwise, and to all property (including but not limited to the replacement cost and lose of use of property), caused by, resulting from, arising out of, or occurring in connection with the performance of the Work by the Contractor, its agents, servants, employees, or subcontractors or anyone directly or indirectly employed by any of them for whose acts any of them may be liable.

(b) If any claim is made against the Owner for any damage, injury, death, or loss, whether such claim is based upon the Contractor or its agents, servants, employees, or subcontractors alleged active or passive negligence or participation in the wrong, or upon any alleged active or passive negligence or participation in the wrong, or upon any alleged breach of any statutory duty or obligation on the part of the Contractor, its agents, servants, employees or subcontractors, or in any other instance for which the Contractor has assumed responsibility in this Agreement, the Contractor shall indemnify, defend, and hold harmless the Owner, its officers, directors, agents, servants and employees from and against any and all loss, expense, judgment, damage or injury (including attorney's fees and expenses) that the Owner or its officers, directors, agents, servants or employees may sustain as the result of any such claim. The Contractor shall assume on behalf of the Owner, its officers, directors, agents, servants and employees the defense of any action at law or in equity which may be brought against any of them upon any such claim, and shall pay on behalf of them the amount of any judgment with any costs or expenses incurred by any of them in connection with such claim.

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**4.16.2 Labor Indemnity**

**4.16.2.1** The Contractor shall indemnify, defend and hold harmless the Owner from any and all administrative and judicial actions

(including reasonable attorney's fees related to any such action) incurred by the Owner in connection with any labor related activity arising from the performance of the Work of the Contractor. As used in this Agreement, labor related activity includes, but is not limited to strikes, walkouts, informational or organizational picketing, use of placards, distribution of handouts, leaflets or in the vicinity of any facility where the Owner conducts business. The Owner shall advise the contractor if any labor related activity occurs and the Contractor shall arrange for the legal representation necessary to protect the Owner, provided such representation is previously approved by the Owner.

#### **4.16.3 Attorney Fees**

**4.16.3.1** In the event it becomes necessary for Owner to employ an attorney to enforce any provision of this Agreement, then the Contractor shall be liable for all attorney's fees and litigation expense of Owner.

#### **4.17 Progress Schedule**

**4.17.1** The Contractor shall, within five (5) days from receipt of the Notice to Proceed, prepare and submit for the Owner and Architect an estimated project schedule for the Work. The Progress Schedule shall be updated each month to reflect actual progress made and to forecast future progress of the Work. The Progress Schedule shall be related to the entire Project as provided by the contract Documents and shall provide for expeditious and practicable execution of the Work. The Owner reserves the right to reasonably reschedule the Work or the sequence of activities of the contractor for no additional compensation should it deem rescheduling to be in its best interest.

### **ARTICLE V SUBCONTRACTORS**

#### **5.1 Definition**

**5.1.1** A Subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work at the site. The term Subcontractor is referred to throughout the Contract

Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative. The term Subcontractor does not include any separate contractor or his subcontractor.

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**5.1.2** A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform any of the Work at the site. The term Sub-subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Sub-subcontractor or an authorized representative thereof.

**5.2 Award of Subcontracts and Other Contracts for Portions of the Work**

**5.2.1** Unless otherwise required by the Contract Documents or Bidding Documents, the Contractor, as soon as practicable after the award of the Contract, shall furnish to the Owner and the Architect in writing the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work. The Architect will promptly reply to the Contractor in writing stating whether or not the Owner or the Architect, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Architect to reply promptly shall constitute notice of no reasonable objection. No work shall be commenced until approval of all such Subcontractors has been given in writing by the Owner. If required, the Contractor shall furnish evidence satisfactory to the Owner, showing each proposed Subcontractor is competent to execute the Work covered by the Subcontract.

**5.2.2** The Contractor shall not contract with any such proposed person or entity to whom the Owner or the Architect has made reasonable objection under the provisions of Subparagraph 5.2.1. The Contractor shall not be required to contract with anyone to whom he has a reasonable objection.

**5.2.3** If the Owner or the Architect has reasonable objection to any such proposed person or entity, the Contractor shall submit a substitute to whom the Owner or the Architect has no reasonable objection. Such substitution shall in no way affect the Contract Sum.

**5.2.4** The Contractor shall make no substitution for any Subcontractor, person, or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

**5.2.5** The Contractor shall submit a status report with regard to Subcontractors identified on Exhibit C, which forms a part of

the Contract Documents, as to any change in the subcontractors identified thereon and the reasons for same, the dollars paid to the prior subcontractor and the amount of the new subcontract.

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THIS REPORT SHALL BE SUBMITTED TO CONTRACTS ADMINISTRATION OF SHELBY COUNTY GOVERNMENT, 160 N. Main St., Suite 1109, Memphis, Tennessee, 38103.

### **5.3           Subcontractual Relations**

**5.3.1**       By an appropriate agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner and the Architect. Said agreement shall preserve and protect the rights of the Owner and the Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the Contractor-Subcontractor agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with his Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound by the Paragraph 5.3, and identify to the Subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents. Each Subcontractor shall similarly make copies of such Documents available to any Sub-subcontractors.

## **ARTICLE VI WORK BY OWNER OR BY SEPARATE CONTRACTORS**

### **6.1           Owner Right to Perform Work and to Award Separate Contracts**

**6.1.1**       The Owner reserves the right to perform work related to the Project with his own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar Conditions of the Contract.

**6.1.2**       When separate contracts are awarded for different portions of the Project or other work on the site, the term

Contractor in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

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## **6.2 Mutual Responsibility**

**6.2.1** The Contractor shall afford the Owner and separate contractor's reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall connect and coordinate his Work with theirs as required by the Contract Documents.

**6.2.2** If any part of the Contractor's Work depends on proper execution or results in the work of the Owner or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Architect any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acceptance of the Owner's or separate contractor's work as fit and proper to receive his Work.

**6.2.3** Should the Contractor wrongfully cause damage to the work or property of the Owner or to other work on the site, the Contractor shall promptly remedy such damage as provided in Subparagraph 10.2.5.

**6.2.4** Should the Contractor wrongfully cause damage to the work or property of any separate contractor, the Contractor shall upon due notice promptly attempt to settle with such other contractor by agreement, or otherwise to resolve the dispute. If such separate contractor sues the Owner on account of any damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor who shall defend such proceedings, and if any judgment or award against Owner arises there from, the Contractor shall pay or satisfy it and shall reimburse the Owner for all Attorney's fees and Court costs which the Owner has incurred.

## **6.3 Owner Right to Clean Up**

**6.3.1** If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up as required by Paragraph 4.14, the Owner may clean up and charge the cost thereof to the contractors responsible therefore as the Owner shall determine to be just.

## **ARTICLE VII MISCELLANEOUS PROVISIONS**

**7.1 GENERAL COMPLIANCE WITH LAWS**

**7.1.1** If required, the Contractor certifies that it is

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qualified or will take steps necessary to qualify to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Agreement.

**7.1.2** The Contractor is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety, and Health Administration (OSHA) requirements, and the Americans with Disabilities Act (ADA).

**7.1.3** This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this contract the Contractor agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

**7.2 Successors and Assigns**

**7.2.1** This Agreement (including without limitation, all obligations imposed by the Contract Documents) shall be binding upon and shall inure to the benefit of the parties= successors, assigns, and legal representative. The Contract shall not be assigned or sublet in whole or in part by the Contractor without the written consent of the Owner, nor shall the Contractor assign any monies due or to become due to him hereunder, without the previous written consent of the Owner.

**7.3 Written Notice**

**7.3.1** Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm, entity or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to him who gives the

notice.

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**7.4 Claims for Damages**

**7.4.1** Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the other party, or of any of his employees, agents or others for whose acts he is legally liable, claim shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

**7.5 Performance Bond and Labor and Material Payment Bond**

**7.5.1** The Contractor shall furnish and keep in force throughout the performance of the Work a separate performance bond and separate labor and material payment bond, each in the amount of the total of the Contract (as the same may be modified from time to time) conditioned upon the faithful performance of the Work by the Contractor and payment of all obligations arising in connection with the Work by the Contractor. Said bonds shall also guarantee to the Owner that the Work shall be free of all liens upon the property of the Owner. The bonds shall name the Owner as obligee and shall be with such Surety authorized to do business in the State of Tennessee and in such form and manner as approved by Owner. Said Bond shall be subject to final approval of the Shelby County Risk Management Department. Said bonds shall be furnished to the Owner prior to the commencement of the Work, or upon written request by Owner to Contractor after the Work has commenced.

**7.6 Rights and Remedies**

**7.6.1** The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

**7.6.2** No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

**7.7 Tests**

**7.7.1** If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction

require any portion of the Work to be inspected, tested or approved, the Contractor shall give the Architect timely notice of its readiness so the Architect may observe such inspection, testing

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or approval. The Contractor shall bear all costs of such inspections, tests, or approvals conducted by public authorities. Unless otherwise provided, the Owner shall bear all costs of other inspections or tests.

**7.7.2** If the Architect determines that any Work requires special inspection, testing, or approval, which Subparagraph 7.7.1 does not include, he will, upon written authorization from the Owner, instruct the Contractor to order such special inspection, testing, or approval, and the Contractor shall give notice as provided in Subparagraph 7.7.1. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs thereof, including compensation for the Architect's additional services and/or correction of the defective Work made necessary by such a failure; otherwise, the Owner shall bear such costs, and an appropriate Change Order shall be issued.

**7.7.3** Required certificates of inspection, testing, or approval shall be secured by the Contractor and promptly delivered by him to the Architect.

**7.7.4** If the Architect is to observe the inspection, tests or approvals required by the Contract Documents, he will do so promptly where practicable, at the source of supply.

## **ARTICLE VIII**

### **TIME**

#### **8.1 Definitions**

**8.1.1** Unless otherwise provided, the Contract time is the period of time allotted in the Contract Documents for Substantial Completion of the Work as defined in Subparagraph 8.1.3, including authorized adjustments thereto.

**8.1.2** The date of commencement of the Work is the date established in a notice to proceed. If there is no notice to proceed, it shall be the date of the Owner-Contractor Agreement or such other date as may be established therein.

**8.1.3** The date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Architect when construction is sufficiently complete, in accordance with the

contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended.

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**8.1.4** The term day as used in the Contract Documents shall mean calendar day unless otherwise specifically designated.

## **8.2 Progress and Completion**

**8.2.1** All time limits stated in the Contract Documents are of the essence of the Contract.

**8.2.2** The Contractor shall begin the Work on the date of commencement as defined in Subparagraph 8.1.2. He shall carry the work forward expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

## **8.3 Delays and Extensions of Time**

**8.3.1** The Contractor shall proceed with each and every part of this Agreement in a prompt and diligent manner. The Contractor, without additional compensation, shall perform the Work at such times, in such order and in such manner as the Owner may direct. The Contractor shall commence, continue, and complete its performance of the Project so as not to delay Owner or other separate contractors of the Owner or subcontractors= completion of the Work or any portions thereof, and so as to insure completion as directed by Owner. Any time specified for the completion of the Work, or portion thereof, is a material provision of this Agreement, and time is of the essence. The Contractor shall furnish sufficient forces to assure proper performance of its Work in strict compliance with all performance or progress schedules for the Project.

**8.3.2** The Contractor shall, from time to time, on written demand of Owner, give adequate evidence to Owner to substantiate the planned performance and progress of the Work and the various parts thereof. The Contractor shall promptly increase its work force, accelerate its performance, work overtime, work Saturdays, Sundays and holidays, all without additional compensation, it in the opinion of the Owner, such work is necessary to maintain proper progress. The Contractor will fully cooperate and coordinate its work with any other separate contractors of Owner or subcontractors at the Project. The Contractor shall bear the costs of all damages done to other separate contractors of Owner or subcontractors and Shall be responsible for any damages caused by or resulting from acts or omissions of the Contractor in failing to make proper progress. The liability of the Contractor shall not be deemed waived by any assent or acquiescence by Owner to the Contractor's late performance. Owner shall be entitled to terminate this

Agreement due to late or threatened late performance, upon seven (7) days notice to proceed and Contractors failure to do so.

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**8.3.3** In the event any subcontractor should damage the Contractor, the Contractor shall neither seek nor be entitled to any compensation from Owner, but will seek its damages directly from such subcontractor. Should the Contractor's performance, in whole or part, be disrupted, interfered with or delayed, or be suspended in the commencement, prosecution or completion, for reasons beyond the Contractor's control and without its fault or negligence, the Contractor shall be entitled to an extension of time in which to complete its Work; but only if it shall have notified the Owner, in writing, of the cause of delay within five (5) days of the occurrence of the event. The Contractor and Owner agree that the Contractor shall not be entitled to any money damages regardless of fault as a result of any delay, acceleration, disruption, interference, suspension, or other event affecting the Contractor or the Contractor's performance.

**ARTICLE IX**  
**PAYMENTS AND COMPLETION**

**9.1**           **Contract Sum**

**9.1.1**       The Contract Sum is stated in the Owner-Contractor Agreement and, including authorized adjustments thereto, is the total amount payable by the Owner to the Contractor for the performance of the Work under the Contract Documents.

**9.2**           **Schedule of Values**

**9.2.1**       Before the first Application for Payment, the Contractor shall submit to the Architect a schedule of values allocated to the various portions of the Work, prepared in such form, and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used only as a basis for the Contractor's Applications for Payment.

**9.3**           **Applications for Payment**

**9.3.1**       At least ten days before the date of each progress payment established in the Owner-Contractor Agreement, the Contractor shall submit to the Architect an itemized Application for Payment, notarized if required, supported by such data substantiating the Contractor's right to payment as the Owner or the Architect may require, and reflecting retain age, if any, as

provided elsewhere in the Contract Documents. The Contractor shall indicate on each Application for Payment the dollar amount and percentage due Subcontractors.

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Progress payments (monthly) will be made based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect as follows:

On or before the 10th day of each month, 95% of the proportion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work, up to the first day of that month, less the aggregate of previous payments in each case. Payments will be less such retainage as the Architect shall determine for all incomplete work and unsettled claims.

**9.3.1.1** Until final payment, the Owner will pay 95% of the amount due the Contractor on account of progress payments. If the manner of completion of the Work and its progress are and remain satisfactory to the Owner, it may, in its sole discretion, for each Work category shown to be 50% or more complete in the Application for Payment, without reduction of previous retainage, on presentation by the Contractor with Consent of Surety for each application, certify any remaining progress payments for each Work category to be paid in full.

**9.3.1.2** The full Contract retainage may be reinstated at any time in the sole discretion of the Owner.

**9.3.2** Unless otherwise provided in the Contract Documents, payments will be made on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the site and, if approved in advance by the Owner, payments may similarly be made for materials or equipment suitably stored at some other location agreed upon in writing. Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials or equipment or otherwise protect the Owner's interest, including applicable insurance and transportation to the site for those materials and equipment stored off the site.

**9.3.3** The Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment will pass to the Owner either by incorporation in the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in the Article IX as Aliens; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other persons

performing Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

9.3.4 The Contractor shall submit a report with each Application for Payment, which sets forth all subcontractors performing work during that reporting period, the dollar amount paid to the subcontractor, etc. on the form provided by Shelby County Government. Initial \_\_\_\_\_

#### **9.4 Certificate for Payment**

9.4.1 The Architect will, within seven (7) days after the receipt of the Contractor's Application for Payment, issue a Certificate for Payment to the Owner for such amount as the Architect determines is properly due.

9.4.2 The issuance of a Certificate of Payment will constitute a representation by the Architect to the Owner, based on his observations at the site as provided in Subparagraph 2.2.3 and the data comprising the Application for Payment, that the Work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and any specific qualifications stated in his Certificate); and that the Contractor is entitled to payment in the amount certified.

#### **9.5 Progress Payments**

9.5.1 The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's Work. The Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payments to his Sub-subcontractors in similar manner.

#### **9.6 Payments Withheld**

**9.6.1** The Architect may decline to certify payments and may withhold his Certificate in whole or in part, to the extent necessary to protect the Owner, if in his opinion he is unable to make representations to the Owner as provided in Subparagraph 9.4.2. The Architect may also decline to certify payment or,

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because of subsequently discovered evidence or subsequent observations, he may nullify the whole or any part of any Certificate for Payment previously issued, to such extent as may be necessary in his opinion to protect the Owner from loss because of:

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials, or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or another contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time; or
- .7 persistent failures to carry out the Work in accordance with the Contract Documents.

**9.6.2** When the above grounds in Subparagraph 9.6.1 are removed, payment shall be made, without interest, for any amounts previously withheld.

## **9.7 Substantial Completion**

**9.7.1** When the Contractor considers that the Work, or a designated portion thereof which is acceptable to the Owner, is substantially complete as defined in Subparagraph 8.1.3, the Contractor shall prepare for submission to the Architect a list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. When the Architect on the basis of an inspection determines that the Work or designated portion thereof is substantially complete, he will then prepare a Certificate of Substantial Completion which shall establish the Date of

Substantial Completion, shall state the responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Warranties required by the Contract Documents shall

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commence on the Date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

**9.7.2** Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the Architect, the Owner shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof, as provided in the Contract Documents. Payment by the Owner upon application by the Contractor and certification by the Architect for Substantial Completion does not waive any claims the Owner may have against the Contractor.

## **9.8 Final Completion and Final Payment**

**9.8.1** Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when he finds the Work acceptable under the Contract Documents and the Contract fully performed, he will promptly issue a final Certificate for Payment stating that to the best of his knowledge, information and belief, and on the basis of his observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract documents and that the entire balance found to be due the Contractor, and noted in said final Certificate, is due and payable. The Architect's final Certificate for Payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth in Subparagraph 9.7.2 have been fulfilled.

**9.8.2** Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied, (2) consent of surety to final payment and (3) if required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims, encumbrances and/or alleged liens arising out of the Contract, to the extent and in such form as may be designated by the Owner. If any Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to

indemnify him against such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees.

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**9.8.3** The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment.

**ARTICLE X**  
**PROTECTION OF PERSONS AND PROPERTY**

**10.1**        **Safety Precautions and Programs**

**10.1.1** The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.

**10.2**        **Safety of Persons and Property**

**10.2.1** The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:

- .1 all employees on the Work and all other persons who may be affected thereby;
- .2 all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

**10.2.2** The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss.

**10.2.3** The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable

safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities. Pavements, sidewalks, alleys, adjacent buildings not included in this Contract, which may be damaged, shall be repaired and/or replaced immediately and in a manner satisfactory to the Architect, Shelby County and/or other governing officials.

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**10.2.4** When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

**10.2.5** The Contractor shall promptly remedy all damage or loss (other than damage or loss insured under Paragraph 11.3) to any property referred to in Clauses 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, Subcontractor, or any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts the Contractor may be liable or responsible. The foregoing obligations of the Contractor are in addition to his obligations under Paragraph 4.16.

**10.2.6** The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and the Architect.

**10.2.7** The Contractor shall not load or permit any part of the Work to be loaded to endanger its safety.

### **10.3 Emergencies**

**10.3.1** In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury, or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Article XII for Changes in the Work.

**10.3.2** Whenever the Contractor has not taken sufficient precautions for the safety of the public or the protection of work to be performed under this Project, or adjacent structures or property which may be injured by processes of construction, demolition and/or site clearance on account of such neglect, and whenever an emergency shall arise and immediate action shall be considered necessary in order to protect public or private, persons or property interest, then the Architect and/or the Owner shall so instruct the Contractor.

10.3.3 If correction is not made in due time or if conditions such as lack of time prevent instructions to Contractor, then the Owner, without notice to the Contractor, may provide reasonable, suitable protection by causing such Work to be done and material to be furnished and placed as the Architect and Owner may consider necessary and adequate. The cost and expense of such work and

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material so furnished shall be borne by the Contractor and, if the same shall not be paid on presentation of the bills thereof, such costs shall be deducted from any amounts due or to become due the Contractor. The performance of such emergency work under the direction of the Owner and/or Architect shall in no way relieve the Contractor of the responsibility for damages, which may occur during or after such performance.

10.3.4 None of the foregoing shall make the Owner and/or Architect responsible for foreseeing and protecting against emergency.

**ARTICLE XI**  
**INSURANCE**

**11.1 Contractor Liability Insurance**

11.1.1 The Contractor shall purchase and maintain, in a company or companies licensed to do business in the State of Tennessee, such insurance as will protect the Owner from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts the Contractor or Subcontractor may be liable:

- .1 claims under workers compensation, disability benefits, and other similar employee benefit acts;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
- .4 claims for damages insured by personal injury liability coverage, which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;

.5 claims for damages, other than the Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from; and

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.6 claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

**11.1.2** The insurance required by Subparagraph 11.1.1 shall be written for not less than any limits of liability specified in the Contract Documents, section III, paragraph 31, or required by law, whichever is greater.

**11.1.3** The insurance required by Subparagraph 11.1.1 shall include contractual liability insurance applicable to the Contractor's obligations under Paragraph 4.16.

**11.1.4** All insurance policies maintained by the Contractor shall provide that insurance as applying to the Owner shall be primary and non-contributing irrespective of such insurance as the Owner may maintain in its own name and on its own behalf.

**11.1.5** Certificates of Insurance acceptable to the Owner shall be filed with the Owner at the time of submittal of the Contract Documents to the Owner for execution. These certificates shall contain a provision that coverage's afforded under the policies will not be canceled until at least thirty(30) days prior written notice has been given to the Owner. The Contractor shall immediately notify Shelby County Government, Contract Administration, 160 N. Main Street, Suite 550, Memphis, Tennessee 38103 of cancellation or changes in any of the insurance coverage required. Upon request of the Owner, certified copies of any of the required insurance policies may be requested from the Contractor or Contractor's insurance company, agency, or broker.

## **11.2 Owners Liability Insurance**

**11.2.1** The Owner shall at its discretion, purchase liability insurance or maintain a self-insured liability program.

## **11.3 Property Insurance**

**11.3.1** The General Contractor shall be responsible for all risk insurance for physical loss or damage for the project during construction until the project is accepted by the Owner at which time the Owner will provide the property coverage.

**11.3.2** The Contractor shall pay each Subcontractor a just share of any insurance monies received by the Contractor, and by appropriate agreement, written where legally required for validity, shall require such Subcontractor to make payments to his Sub-subcontractors in similar manner.

**11.3.3** The Contractor or his insurance agent, broker or insurance company shall furnish to Owner a copy of all policies with the Contactor within five days of request.

**11.3.4** If the Owner requests in writing that insurance for risks other than those described in Subparagraphs 11.3 and 11.3.2 or 11.3.3 or other special hazards to be included in the property insurance policy, the Contractor shall, if possible, include such insurance, and the cost thereof shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order. Initial\_\_\_\_\_

## **ARTICLE XII** **CHANGES IN THE WORK**

### **12.1**        **Change Orders**

**12.1.1** A Change Order is a written order to the Contractor signed by the Owner issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum or the Contract Time. The Contractor by execution of the Change Order waives any further claims or damages in any manner whatsoever for the changes set forth in the Change Order.

**12.1.2** The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract

Documents.

**12.1.3** The cost or credit to the Owner resulting from a change in the Work shall be determined in one or more of the following ways:

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- .1 by lump sum properly itemized on the form furnished by the Owner which shall show the actual verified cost of the work, plus ten percent overhead and five percent profit; if the work is performed by a Subcontractor, the General Contractor is allowed an additional five percent;
- .2 by unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 by cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 by the method provided in Subparagraph 11.1.4.

**12.1.4** If none of the methods set forth in Clauses 12.1.3.1, 12.1.3.2, or 12.1.3.3 is agreed upon, the Contractor, provided he receive a written order signed by the Owner, shall promptly proceed with the Work involved. The cost of such Work shall then be determined by the Architect on the basis of the reasonable expenditures and savings of those performing the Work attributable to the change, including, in the case of an increase in the Contract Sum, a reasonable allowance for overhead and profit, which shall be defined as ten percent overhead and five percent profit with an additional five percent going to the General Contractor when the work is performed by a Subcontractor. In such case, and also under Clauses 12.1.3.3 and 12.1.3.4 above, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data for inclusion in a Change Order. Unless otherwise provided in the Contract Documents, cost shall be limited to the following: cost of labor, including social security, old age and unemployment insurance and fringe benefits required by agreement or custom; workers= or workmen compensation insurance; bond premiums, rental value of equipment and machinery; and the additional costs of supervision and field office personnel directly attributable to the change. Pending final determination of cost to the Owner, payments on account shall be made on the Architect's Certificate for Payment. The amount of credit to be allowed by the Contractor to the Owner for any deletion or change which results in a net decrease in the Contract Sum will be the amount of the actual net

cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any, with respect to that change.

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## **12.2        Concealed Conditions**

**12.2.1**     Should concealed conditions encountered in the performance of the Work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, be encountered, Contractor, subject to approval by the Architect, shall be entitled to a time extension for only the period that the Contractor's performance is extended due to the unforeseen conditions.

## **12.3        Minor Changes in the Work**

**12.3.1**     The Architect will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such Changes shall be effected by written order, and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.

### **ARTICLE XIII** **UNCOVERING AND CORRECTION OF WORK**

## **13.1        Uncovering of Work**

**13.1.1**     If any portion of the Work should be covered contrary to the request of the Architect or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Architect, be uncovered for his observation and shall be replaced at the Contractor's expense.

**13.1.2**     If any other portion of the Work has been covered which the Architect has not specifically requested to observe prior to being covered, the Architect may request to see such Work, and it shall be uncovered by the Contractor. If such Work is found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the

Owner. If such Work is found not in accordance with the Contract Documents, the Contractor shall pay such costs. If the Work to be uncovered by the Contractor should have been inspected by the Architect prior to being covered, and the Work is found to be in accordance with the Contract Documents, the cost of the uncovering and recovering of the Work shall be borne by the Architect.

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### **13.2 Correction of Work**

**13.2.1** The Contractor shall promptly correct all Work rejected by the Architect as defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the Architect's additional services made necessary thereby.

**13.2.2** If, within one year after the Date of Substantial Completion of the Work or designated portion thereof, within one year after acceptance by the Owner of designated equipment or within such longer period of time as may be prescribed by law or by the term of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so. This obligation shall survive termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

**13.2.3** The Contractor shall remove from the site all portions of the Work, which are defective or non-conforming, unless removal is waived by the Owner.

**13.2.4** If the Contractor fails to correct defective or non-conforming Work as provided in Subparagraphs 4.5.1, 13.2.1, and 13.2.2, the Owner may correct it in accordance with Paragraph 3.4.

**13.2.5** If the Contractor does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from the Architect, the Owner may remove it and store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten days thereafter, the Owner may, upon ten additional days' written notice, sell such Work at auction or a private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the Architect's additional services made necessary thereby. If such proceeds of sale do not cover all costs, which the Contractor should have borne, the

difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

**13.2.6** The Contractor shall bear the cost of making good all work of the Owner or separate contractors destroyed or damaged by such correction or removal.

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**13.2.7** Nothing contained in Paragraph 13.2 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including Paragraph 4.5 hereof. The establishment of the time period of one year after the Date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations other than specifically to correct the Work.

### **13.3 Acceptance of Defective or Non-Conforming Work**

**13.3.1** If the Owner prefers to accept defective or non-conforming Work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Sum where appropriate and equitable. Such adjustment shall be effective whether or not final payment has been made.

## **ARTICLE XIV TERMINATION OF THE CONTRACT**

### **14.1 Termination for Default**

**14.1.1** Should the Contractor fail to perform in strict accordance with this Agreement, where or as Owner may so direct, or should the Contractor become insolvent, unable to or fail to pay its obligations as they mature or, in any other respect fail in the opinion of the Owner, to properly prosecute and perform any part of its work, fail to exert its best performance efforts, be involved in labor disputes, or be terminated under any other contract with Owner, then the Contractor may be deemed by Owner to have materially breached and to have defaulted in its obligations under this Agreement. In case of a breach and default, the Owner, at its discretion, may terminate this Agreement, or any part thereof, by giving five (5) days written notice thereof to the Contractor. In case of such termination, Owner may use any and all materials,

equipment, tools or chattels furnished by or belonging to the Contractor either at or for the Project.

**14.1.2** The Contractor, on termination, will be deemed to have offered to Owner an assignment of all of its subcontracts and purchase orders relating to this Project. Owner may, at its discretion, do whatever is necessary to assure performance of any

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terminated work and to take such action, if necessary, in the Contractor's name. Owner may withhold from Contractor any monies due or to become due under this or any other contract between the Contractor and Owner, to offset the damages incurred or possibly incurred as a result of the breach and default by the Contractor. In case of a breach, or in the event Owner is required to retain the services of an attorney to enforce any provisions of this Agreement, then the Contractor and its surety company shall be liable to Owner for any and all additional costs, expenses, attorney's fees and other damages, both liquidated and unliquidated, which directly or indirectly result from the Contractor's breach, threatened breach, default or lack of performance of any term or condition of this Agreement.

**14.1.3** If the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, including compensation for the Architect's additional services made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or to the Owner, as the case may be, shall be certified by the Architect, upon application, in the manner provided in Paragraph 9.4, and this obligation for payment shall survive the termination of this Contract.

**14.2**            **Termination for Convenience**

**14.2.1** Owner, by written notice, shall have the right to terminate and cancel this Agreement, without the Contractor being at fault, for any cause or for its own convenience, and require the Contractor to immediately stop work. In such event, Owner shall pay the Contractor for that Work actually performed and materials furnished in an amount proportionate to the Contract price. Owner shall not be liable to the Contractor for any other costs, including prospective profits on Work not performed.

**ARTICLE XV**  
**RIGHT TO OCCUPY BY OWNER**

**15.1**            **Early Occupancy by Owner**

15.1.1 The Owner has the right to occupy or use ahead of schedule all or any substantially completed or partially completed portion of the Work when such occupancy and use are in its best interest, notwithstanding the time of completion for all of the Work. If occupancy or use increases the cost of the Work (other than for corrections which are the responsibility of the Contractor) and/or as a result of the Owner exercising its rights

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herein, the contractor shall be entitled to extra costs and extensions of time, or both. Claims for such extra costs and extensions of time, to be valid, shall be made in writing to the Owner within seven (7) calendar days of the notification of Owner to the Contractor of its intent to so occupy or use.

**15.2 Corrections after Occupancy**

15.2.1 After the Owner has taken occupancy of all or any substantially completed portion of the Work, the Contractor shall not disrupt the use and occupancy of the Owner to make corrections in the Work but shall, at the discretion of the Owner, make such corrections at the expense of the Contractor after normal working hours.

**15.3 Heating, Ventilating, and Air-Conditioning Systems**

15.3.1 The Owner may require the use and operation of any completed heating, ventilating, and air-conditioning equipment at the time it occupies or uses any substantially completed portion of the Work. In such event, the Owner may require the Contractor to operate such equipment and will pay the Contractor the cost of such utilities required for the use and occupancy of the Owner, but the Contractor shall be responsible for such equipment and for its careful and proper operation. At any time, the Owner may assume the care and maintenance of any portion of the Work, which it is occupying and using for the operation of any such equipment, but in each case, the Contractor shall not be relieved of its responsibility for the full completion of the Work and the protection of its tools, materials, and equipment.

**ARTICLE XVI  
REGULATIONS**

**16.1 Nondiscrimination in Employment**

16.1.1 During the performance of this Contractual Agreement, the contracting party agrees as follows: The CONTRACTOR agrees that no person on the grounds of handicap, age, race, color, religion, sex, or national origin, shall be excluded from participation in, or be

denied benefits of, or be otherwise subject to discrimination in the performance of this contract, or in the employment practices of the CONTRACTOR. The CONTRACTOR shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

16.2 [RESERVED]

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16.3 Maintenance and Records

16.3.1 The Contractor and all Subcontractors under the General Contract shall maintain copies of every subcontract awarded and their own payrolls, for each weekly payroll period during the term of the Construction Contract and for a period of one (1) year after release and payment is made by Owner to the Contractor.

16.4 Owner's Right of Inspection

16.4.1 Representative of the Owner, as designated by the County Mayor, shall have the right to inspect the Contractor's facilities and payroll records during the life of the Construction Contract for a period of one (1) year after final release and final payment by the Owner for the purpose of verifying nondiscrimination in employment.

ARTICLE XVII

**PROCEDURE FOR INSTALLATION OR  
REMOVAL OF FIBERGLASS INSULATION**

The following procedures should be adhered to when disturbing, installing, or removing fiberglass insulation. These procedures are established to minimize employee exposure to the adverse health affects of fiberglass exposure.

The below procedures are the minimal requirements for handling fiberglass in Shelby County Facilities. Mandates by code or law must be adhered to.

**17.1        Installation, Removal, or Disturbance of Fiberglass Insulation**

**17.1.1**     Install in well-ventilated areas and avoid breathing dust.

**17.1.2**     Wear loose, comfortable clothing and long-sleeved shirts to minimize skin contact.

**17.1.3**     Handle carefully to minimize airborne dust.

**17.1.4**     If high dust levels are anticipated during installation, such as with power tools, use appropriate NIOSH approved dust respirator.

**17.1.5**     All power cutting tools must be equipped with dust collectors.

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**17.2        Exposure**

**17.2.1**     After use, wash with warm water and mild soap. Do not scratch or rub skin if it becomes irritated. Utilize running water.

**17.2.2**     Wash work clothes separately, and then rinses the washer.

**17.2.3**     Eye exposure: Flush with flowing water for at least 15 minutes. If symptoms persist, seek immediate medical attention.

**17.3        Work Site Environment**

**17.3.1**     Insure area is free of obvious partials through proper cleanup procedures. Use of vacuum with proper filters, or wet cleanup is acceptable. (This includes office furniture, floors, and walls.)

**17.3.2**     Initially there may be a potential adverse impact on indoor air quality within the general work area during the installation process. Notify building manager or other appropriate person that it will be necessary to establish and maintain adequate ventilation of the work area, without causing the entry of contaminants to other parts of the building. Persons who are sensitive to odors and/or chemicals should be advised to avoid the work area during this process.

**17.3.3**     Exposure to employees should be kept to a minimum.

**17.3.4**     Disturbance of ceiling tiles where fiberglass insulation exists requires the same procedures as if installation or removal was taking place.

**BY THE SIGNING OF THIS DOCUMENT AND INITIALING EACH PAGE HEREOF, THE CONTRACTOR CERTIFIES THAT HE HAS READ AND UNDERSTANDS ALL OF THE ABOVE AND AGREES TO ABIDE BY THESE GENERAL CONSTRUCTION CONDITIONS.**

CONTRACTOR

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

constcnd.doc

# THE AMERICAN INSTITUTE OF ARCHITECTS

*AIA Document A310*

## **Bid Bond**

KNOW ALL MEN BY THESE PRESENTS, that we

(Here insert full name and address or legal title of Contractor>

as Principal, hereinafter called the Principal, and

(Here insert full name and address or legal title of Surety>

a corporation duly organized under the laws of the State of  
as Surety, hereinafter called the Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of

Dollars (\$ \_\_\_\_\_ ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this	_____ day of	_____	19
		(Principal)	(Seal)
(Witness)		(Title)	
		(Surety)	(Seal)
(Witness)		(Title)	

# THE AMERICAN INSTITUTE OF ARCHITECTS



*AIA Document A311*

## Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that \_\_\_\_\_ (Here insert full name and address or legal title or contractor)

as Principal, hereinafter called Principal, and, \_\_\_\_\_ (Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_ (Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the

amount of \_\_\_\_\_ (Here insert a sum equal to at least one-half of the contract price)

Dollars (\$

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated \_\_\_\_\_ 19 \_\_\_\_\_ entered into a contract with Owner for  
(Here insert full name, address and description of project)

in accordance with Drawings and Specifications prepared by \_\_\_\_\_  
(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

# LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimants work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial

Signed and sealed this

(W/(nc-s)  
(V/Vilnss)

day of

accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

	19
<i>(Principal)</i>	
<i>(Tillt)</i>	
<i>(Surt'ty)</i>	<b>(Seal)</b>

# THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A311

## Performance Bond



KNOW ALL MEN BY THESE PRESENTS: that

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Contractor, and,

(Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, in the amount of

Dollars (\$ \_\_\_\_\_),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated \_\_\_\_\_

(Here insert full name, address and description of project)

19 \_\_\_\_\_

entered into a contract with Owner for

in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

# PERFORMANCE BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of

defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this

day of

20

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SECTION 00 41 13

BID FORM - STIPULATED SUM

To: Administrator of Purchasing  
Shelby County Government  
Suite 900  
160 North Main St.  
Memphis, TN 38103

Project: Roof Replacement  
994 S. Bellevue, Memphis, TN

Date: \_\_\_\_\_

Submitted by:  
(full name) \_\_\_\_\_

(full address) \_\_\_\_\_  
\_\_\_\_\_

I. OFFER

**BASE BID**- All Work not including listed on this bid form and not including the Contingency Allowance as indicated in the bid documents: *(State amounts in both words and figures)*

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

**CONTINGENCY ALLOWANCE** Ten percent (10%) of the Base Bid to the nearest whole dollar:

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

**TOTAL BASE BID AMOUNT** *(Base Bid plus Contingency Allowance)*

*Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Formus, Inc. for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of (State amounts in both words and figures)*

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

in lawful money of the United States of America.

We have included the security Bid Bond as required by the Notice to Bidders. All applicable federal taxes are included and State of Tennessee and City of Memphis taxes are included in the Bid Sum.

ALLOWANCES

Include in the Contract, stipulated amount of 10% of the base bid for use upon Owner's instruction. Contingency funds may only be applied toward work that is not identified by the contract documents. Any unused funds will be deducted from the contract by deductive change order at contract close-out.

UNIT PRICES

Refer to specification Section 01 22 00, Unit Prices.

Unit Price No. 1: \$\_\_\_\_\_per square foot.

Unit Price No. 2: \$\_\_\_\_\_per whole deck section.

Unit Price No. 3: \$\_\_\_\_\_per board foot.

Unit Price No. 4: \$\_\_\_\_\_each.

Unit Price No. 5: \$\_\_\_\_\_per linear foot.

ALTERNATES

Refer to specification Section 01 23 00, Alternates.

Install 4" of insulation as indicated on Sheet 3.2 per Section 07 24 00 Roof and Deck Insulation for:

\_\_\_\_\_ Dollars, (\$ \_\_\_\_\_)

2. ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for (90) ninety days from the bid closing date. If this bid is accepted by the Owner within the time period stated above, we will:

- Execute the Agreement within seven days of receipt of Notice of Award.
- Furnish the required bonds within seven days of receipt of Notice of Award. In the form described in Supplementary Conditions.
- Commence work within seven days after written Notice to Proceed.

If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required bonds, the security deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

In the event our bid is not accepted within the time stated above, the required security deposit will be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

3. CONTRACT TIME

If this Bid is accepted, we will: Complete the Work in SIXTY (60) calendar days from Notice to Proceed. CONTRACTOR agrees to provide COUNTY an amount equal to 500 (\$) Dollars per day for liquidated damages for each consecutive calendar day required for the completion of the contract beyond the time stipulated.

4. ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum # \_\_\_\_\_ Dated \_\_\_\_\_

5. APPENDICES

The following documents are attached to and made a condition of the Bid: LOSB Subcontractor & Supplier List  
Drug-Free Workplace Affidavit  
Bid security in form of Bid Bond

6. BID FORM SIGNATURES

The Corporate Seal of

\_\_\_\_\_  
(Bidder- print the full name of your firm)

was hereunto affixed in the presence of:

\_\_\_\_\_  
(Authorized signing officer Title)  
(Seal)

\_\_\_\_\_  
(Authorized signing officer Title)  
(Seal)

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

END OF DOCUMENT

SECTION 01 00 00

GENERAL REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
  - 1. Project summary.
  - 2. Price and Payment Procedures.
  - 3. Administrative Requirements.
  - 4. Submittals.
  - 5. Quality Requirements.
  - 6. Temporary Facilities and Controls.
  - 7. Product Requirements.
  - 8. Execution Requirements.

1.2 CONTRACT DESCRIPTION

- A. Work of the Project includes tear-off and replacement of the entire roof.
- B. Perform Work of Contract under a stipulated sum contract with Owner in accordance with the General Conditions of Contract.
- C. Any conflict between the requirements of this section and the General Conditions of the Contract shall be governed by the latter.

1.3 CONTRACTOR'S USE OF PREMISES

- A. Limit use of premises to allow:
  - 1. Owner occupancy and operation.
- B. The Owner will occupy the premises during the entire construction period.
- C. Coordinate with Owner to minimize conflict, and to facilitate Owner's operation.
- D. Schedule the work to accommodate Owner occupancy.

1.4 SCHEDULE OF VALUES

- A. Submit schedule on AIA Form G703.
- B. Submit Schedule of Values in duplicate within 15 days after date established in Notice to Proceed.

#### 1.5 APPLICATIONS FOR PAYMENT

- A. Submit three copies of each application on AIA Form G702 and G703.
- B. Payment Period: Monthly.

#### 1.6 CHANGE PROCEDURES

- A. Stipulated Sum/Price Change Order: Based on Contractor's request for Change Order as approved by Architect.
- B. Change Order Forms: AIA G701.

#### 1.7 UNIT PRICES – See Section 01 22 00, Unit Prices.

#### 1.8 ALTERNATES – See Section 01 23 00, Alternates

#### 1.9 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at maximum bimonthly intervals.
- B. Preside at meetings, record minutes, and distribute copies within two days to those affected by decisions made.

#### 1.10 SUBMITTAL PROCEDURES

- A. 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 requirements of the Work and Contract Documents.
- B. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of completed Work.
- C. Revise and resubmit submittals as required; identify changes made since previous submittal.

#### 1.11 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial progress schedule in duplicate within 15 days after date established in Notice to Proceed for Architect review.
- B. Submit revised schedules with each Application for Payment.

#### 1.12 PROPOSED PRODUCTS LIST

- A. Within 15 days after date of Notice to Proceed, submit list of major Products proposed for use, with name of manufacturer, trade name, and model number of each product.

## 1.13 SUBMITTALS

Type	Number Submitted	Number Returned
Product Data	5	3
Shop Drawings	5	3
Samples	1	0
Design Data	5	3
Test Reports	3	0
Certificates	3	0
Manufacturer's Instructions	3	0
Manufacturer's Field Reports	3	0
Erection Drawings	NA	
Construction Photos	NA	

## 1.14 QUALITY CONTROL

- A. Comply with manufacturer's instructions.
- B. Comply with specified standards as minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

## 1.15 REFERENCES

- A. Conform to reference standards by date of issue current as of date for receiving bids.

## 1.16 TEMPORARY ELECTRICITY

- A. Provide separate metering and [pay cost of electricity used.
- B. Provide temporary electricity and power outlets for construction operations, connections, branch wiring, distribution boxes, and flexible power cords as required. Do not disrupt Owner's need for continuous service.

## 1.17 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

- A. Provide and maintain temporary lighting for construction operations.
- B. Permanent building lighting may not be utilized during construction.

#### 1.18 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Existing facilities may not be used.

#### 1.19 FIELD OFFICES AND SHEDS

- A. Office: Weather tight, with lighting, electrical outlets, heating, cooling and ventilating equipment, and equipped with sturdy furniture and drawing display table.
- B. Provide space for Project meetings, with table and chairs to accommodate 6 persons.

#### 1.20 ACCESS ROADS

- A. Designated existing on-site roads may be used for construction traffic.

#### 1.21 PARKING AND STORAGE

- A. Arrange for temporary parking and storage areas to accommodate construction personnel, equipment, and material.

#### 1.22 FIRE PREVENTION FACILITIES

- A. Prohibit smoking on and within buildings under construction.
- B. Standpipes: Maintain existing standpipes in usable condition.
- C. Portable Fire Extinguishers: NFPA 10; 10 pound capacity, 4A-60B: C UL rating.

#### 1.23 SECURITY

- A. Provide security and facilities to protect Work and existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.

#### 1.24 POLLUTION AND ENVIRONMENTAL CONTROL

- A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations.

#### 1.25 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Final Application for Payment review.
- B. Clean and repair damage caused by installation or use of temporary work.

1.26 PRODUCTS

- A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work.
- B. Do not use materials and equipment removed from existing premises, except as specifically identified or allowed by the Contract Documents.

1.27 DELIVERY, HANDLING, STORAGE, AND PROTECTION

- A. Deliver, handle, store, and protect Products in accordance with manufacturer's instructions.

1.28 PRODUCT OPTIONS

- A. See General Conditions.

1.29 SUBSTITUTIONS

- A. See General Conditions

1.30 CLOSEOUT PROCEDURES

- A. See Section 01 77 19 Closeout Requirements.

1.31 FINAL CLEANING

- A. Execute final cleaning prior to Substantial Completion inspection.

1.32 STARTING OF SYSTEMS

- A. Execute start-up under supervision of responsible persons in accordance with manufacturer's instructions.
- B. Submit written report stating equipment or system has been properly re-installed and is functioning correctly.

1.33 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of Contract Documents to be utilized for record documents.
- B. Submit documents to Architect/Engineer with final Application for Payment.

1.34 OPERATION AND MAINTENANCE DATA

- A. Submit two sets prior to final inspection.

1.35 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Provide Products, spare parts, maintenance and extra materials in quantities specified in individual specification sections.

1.36 WARRANTIES

- A. Provide duplicate notarized copies.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01 22 00

UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for unit prices.

1.3 DEFINITIONS

- A. Unit price is an amount incorporated in the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES

- A. Unit Price No 1: Repair metal decking and re-prime metal surfaces in accordance with Section 05 31 60 Metal Decking Repair.
  - 1. Unit of Measurement: Square foot.
  
- B. Unit Price No. 2: Replace metal deck in accordance with Section 05 31070 Metal Deck Replacement.
  - 1. Unit of Measurement: Whole deck sections.
  
- C. Unit price No. 3: Install or repair or replace treated wood blocking or curbs.
  - 1. Unit of Measurement: Board foot.
  
- D. Unit price No. 4: Install new 4 inch cast iron roof drain equal to Zurn ZC-100 with flashing clamp/gravel guard and cast iron dome.
  - 1. Unit of Measurement: Each
  
- E. Unit Price No. 5: Install 4 inch cast iron storm drain pipe with minimum slope of 1/8 inch per foot from roof drain to exterior as directed. Insulate horizontal section of pipe.
  - 1. Unit of Measurement: Linear Foot.

END OF SECTION 01 22 00

SECTION 012300

ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. Section 07 24 00 Roof and Deck Insulation

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
- B. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
- C. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
- B. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- C. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have

been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated revisions to alternates.

- D. Execute accepted alternates under the same conditions as other work of the Contract.
- E. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

- A. Alternate No. 1: Additional Insulation.
  - 1. Base Bid: Install 1 ½" of insulation as indicated on Sheet 3.1 per Section 07 24 00 Roof and Deck Insulation.
  - 2. Alternate: Install 4" of insulation as indicated on Sheet 3.2 per Section 07 24 00 Roof and Deck Insulation.

END OF SECTION

SECTION 01 30 00

EMERGENCY PREPAREDNESS

PART ONE - GENERAL

1.01 Description

- A. This Section describes the materials and minimum expectations for Contractor Emergency Preparedness. The Contractor should not remove any more existing material than can be properly protected with a completed roof on the same day. Once the tear-off operation begins, the contractor assumes full responsibility for leakage in these areas.

All roof debris becomes the property of the roofing Contractor. Debris shall be removed on a daily basis.

PART TWO - PRODUCTS

2.01 Emergency Supplies

- A. Temporary Roof Patch: Seal-X t-r-p, American Colloid Company (312) 966-5720; Four (4) 25-pound sacks.
- B. All Weather Plastic Cement: Two (2) 5-gallon containers.
- C. Night Seal: Two (2) FP-12 Froth-Pak Kit or larger by InstaFoam Products, Inc. - Joliet, Illinois.
- D. Tarps: Two (2) 20' X 100' Plastic.
- E. Water Pumps: Two (2) 30-gallon per minute capacity.
- F. Water Diverter: Two (2) 6' X 10' Water Diverters, Sulmac Inc. (413) 533-5347.
- G. Hoses: Two (2) 25-foot hoses.

PART THREE - EXECUTION

3.01 General

- A. The Contractor shall keep two (2) 30-gallon per minute water pumps on the roof at all

times.

- B. The Contractor shall keep two (2) 20' X 100' plastic tarps on the Project at all times.
- C. The Contractor shall keep two (2) 20' X 100' plastic tarps on the Project at all times.
- D. The Contractor shall keep on the Project Site four (4) 25-pound sacks of Temporary Roof Patch emergency waterproofing product. The product shall be kept dry and on the roof surface at all times throughout the course of the Project. The contractor may obtain product information from American Colloid Company at (312) 966-5720. Contractor shall replace all cracked roof drain strainers.
- E. The Contractor shall keep two (2) 5-gallon containers of All-Weather Plastic Cement on the Project Site at all times for use in emergency situations.
- F. Water diverters shall be installed on the building interior under the area of work on a day-to-day basis. A minimum of two (2) 6' X 10' water diverters shall be installed and in operation under the roofing operation.

- End of Section -

SECTION 01 74 23

CLEANING

PART 1 - GENERAL

1.1 SUMMARY

- A. Throughout the construction period, maintain the buildings and site in a standard of cleanliness as described in this Section.
- B. Related Work:
  - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions and Sections of Division 1 of these Specifications.
  - 2. In addition to standards described in this Section, comply with requirements for cleaning as described in pertinent other Sections of these Specifications.

1.2 QUALITY ASSURANCE

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

PART 2 - PRODUCTS

2.1 CLEANING MATERIALS AND EQUIPMENT

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

2.2 COMPATIBILITY

- A. Use only the cleaning materials and equipment which are compatible with the surface being cleaned, as recommended by the manufacturer of the material.

PART 3 - EXECUTION

3.1 PROGRESS CLEANING

- A. General:
  - 1. Retain stored items in an orderly arrangement allowing maximum access, not impeding traffic or drainage, and providing required protection of materials.

2. Do not allow accumulation of scrap, debris, waste material, and other items not required for construction of this Work.
  3. At least twice each month, and more often if necessary, completely remove all scrap, debris, and waste material from the job site.
  4. Provide adequate storage for all items awaiting removal from the job site, observing requirements for fire protection and protection of the ecology.
- B. Site:
1. Daily, and more often if necessary, inspect the site and pick up all scrap, debris, and waste material. Remove such items to the place designated for their storage.
  2. Weekly, and more often if necessary, inspect all arrangements of materials stored on the site. Restack, tidy, or otherwise service arrangements to meet the requirements of subparagraph 3.1, A.1 above.
- C. Roof: Daily pick up all scrap, debris, material which may become air borne, and nails, and other material which may damage roof if stepped on. Remove such items to the place designated for their storage.

### 3.2 FINAL CLEANING

- A. "Clean," for the purpose of this section, and except as may be specifically provided otherwise, shall be interpreted as meaning the level of cleanliness generally provided by skilled cleaners using commercial quality building maintenance equipment and materials.
- B. Prior final inspection, remove from the job site all tools, surplus materials, equipment, scrap, debris, and waste. Conduct final progress cleaning as described in Article 3.1 above.
- C. Site:
1. Unless otherwise specifically directed by the Architect, broom clean paved areas on the site and adjacent public paved and completely remove resultant debris.
  2. Remove all nails, split asphalt, and other debris produced by the Work.
- D. Roof: Remove all unused nails, scraps, debris, and other unused material.
- E. Schedule final cleaning as approved by the Architect to enable the Owner to accept a completely clean Work.

### 3.3 CLEANING DURING OWNER'S OCCUPANCY

- A. Should the Owner occupy the Work or any portion thereof prior to its completion by the Contractor and acceptance by the Owner, responsibilities for interim and final cleaning shall be as determined by the Architect in accordance with the General Conditions.

END OF SECTION

SECTION 01 77 19  
CLOSEOUT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Closeout Procedures
- B. Final Cleaning
- C. Project Record Documents
- D. Operation and Maintenance Data

1.2 RELATED DOCUMENTS

- A. Agreement Between Owner and Contractor.
- B. Section 01 00 00 General Requirements
- C. Shelby County General Conditions of the Contract for Construction.

1.3 CLOSEOUT PROCEDURES

- A. Comply with Shelby County Government for Progress Payment Procedures for issuance of Certificate of Substantial Completion.
- B. When Contractor considers that the Work has reached final completion, submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with contract Documents and ready for the Architect's inspection.
- C. In addition to submittals required by the conditions of the Contract, provide submittals required by governing authorities, and submit a final statement of accounting giving total adjusted Contract Sum, previous payments, and sum remaining due.
- D. Architect will issue final Change Directive reflecting approved adjustments to Contract Sum not previously made by Change Directive.
- E. Submit all close-out documents and products to the Architect.

1.4 FINAL CLEANING

- A. The Contractor shall thoroughly clean the contractor's access area of all trash, debris, dust, dirt, etc. upon completion of the contract. The Contractor shall clean any stains on perimeter walls resulting from the Contractor's work. Perimeter walls shall be cleaned to

the satisfaction of the Architect, and Owner. Replace any damaged landscaped areas surrounding the perimeter of the project to the complete satisfaction of the Architect and Owner.

- B. To ensure maximum safety, sanitation, and a reasonable neat appearance at all times, clean up all materials and debris left over from the existing roof removal and new roof construction at the close of each day, haul away material and debris from sites and dispose of, at Contractor's expense, at legal dump sites.

#### 1.5 OPERATION AND MAINTENANCE DATA

- A. Provide names and addresses of manufacturers and suppliers of equipment and materials and general and subcontractors.
- B. Provide data for:
  - 1. Installed Roof System
  - 2. Any other items specifically identified in individual specification sections of this Project Manual.
- C. Submit four (4) sets prior to final inspection, bound in 8-1/2" x 11" three-ring side binders with durable plastic covers, tabbed with permanent tab markers and identified on face and spine.
  - 1. Part 1: Directory, listing names, addresses and telephone numbers of Architect/Engineer and Contractor(s).
  - 2. Part 2: Operation and maintenance instructions arranged by system. For each system give names, addresses, and telephone numbers of subcontractors and suppliers. Provide:
    - a. Appropriate design criteria.
    - b. List of Equipment
    - c. Maintenance instructions, identifying required cleaning materials and solutions for removals of (i.e. graffiti, marker ink, efflorescence, Etc.)
    - d. Maintenance instructions, to protect finishes.
    - e. Shop drawings and product data.
    - f. Warranties.

#### 1.6 ADDITIONAL DOCUMENTATION

- A. Provide the following documentation in addition to that previously specified:
  - 1. Consent of Surety to Final Payment
  - 2. Contractor's Affidavit of Release of Liens
  - 3. Contractor's Affidavit of Payment of Debts and Claims
  - 4. Lien Waiver from all Subcontractors
  - 5. Non-asbestos/lead Certification

#### 1.7 WARRANTIES AND BONDS

- A. Provide duplicate, notarized copies. Execute Contractor's submittals and assemble documents executed by subcontractors, suppliers, and manufacturers. Provide table of contents and assemble in binder with durable plastic cover.
- B. Submit material prior to final application for payment. For items of Work delayed materially beyond Date of Substantial Completion, provide updated submittal within ten days after acceptance, listing(s) of ALL Manufactures Warranties, date(s) of acceptance as start and end of warranty period(s).
  - 1. Manufacturers Warranties: Reference ALL other related specification sections.
- C. Contractor Warranties: Provide all Contractor's and Subcontractor's materials and workmanship warranties for a period of 2 years. Upon completion of the project, submit to the Consultant, in triplicate, a guarantee on the roofing Contractor's business letterhead. The guarantee shall contain the following:

"CONTRACTORS LETTERHEAD"

Re: 2014 Re-Roofing Specification  
994 S. Bellevue  
Memphis, TN.

The roof work, which has just been completed is guaranteed for a period of two (2) years from the date of completion and final acceptance. The contractor will also agree, in writing, to make an inspection, with the owner's representative, no later than three (3) months prior to the expiration of this guarantee. The Contractor at no cost will repair all deficiencies noted at this inspection, or at any other time during the guarantee period, to the Owner. The warranty is to be assignable without charge if the intended use of the building remains similar and consistent with its usage at the commencement of the warranty. The Contractor warrant that all work performed under this contract conforms to the contract requirements and is free from any defective material or workmanship performed by the Contractor. Under this warranty, the Contractor shall remedy, at own expense, any such failure. Failure shall be defined as water leakage at any point within the building through the roofing system, its associated flashings, and sheet metal work. Failure shall also be defined as splitting, buckles or wrinkles, or slippage of the new roof membrane. The Contractor will be required to make temporary repairs within forty-eight (48) hours of notice of roof failure. Upon completion of temporary repairs, the Contractor will repair that area of the roof affected by the failure to the original condition within a period of seven (7) days.

BY:  
(Officer in Corporation)

(Corporate Seal)

(NOTARIZED)

## 1.8 PRODUCTS

- A. Provide ALL Products Data with ALL other related product information to the Architect

to assist the Owner with the proper maintenance, repair, or replacement re-use of all Products utilized for this Project.

1.9 SPECIAL CERTIFICATION(S)

- A. Provide duplicate, notarized copies.
- B. Provide certification(s) that products and materials installed are free of asbestos and comply with current local, state and federal requirements regarding use of non-asbestos materials.
- C. Provide certification(s) that products and materials installed are free of lead and comply with current local, state and federal requirements regarding use of non-lead materials.
- D. Provide copies of all environmentally related permits required, and fee receipts for disposal of hazardous materials from the construction site (if applicable).

1.10 FINAL ACCEPTANCE AND PAYMENT - Conform to Contract requirements for Final Completion and Final Payment.

- A. Upon completion of all work relating to this project, the Consultant will notify the Contractor for date of final inspection. Representative of the Contractor and material manufacturer shall be present for final inspection. During final inspection, a final punch list of items to be completed will be generated and presented to the Contractor. All items will be completed before final acceptance. Final payment will be made after Final Acceptance.

PART 2 - RODUCTS - Not Used

PART 3 - EXECUTION – Not Used

END OF SECTION

SECTION 05 31 60

METAL DECK REPAIR

PART ONE - GENERAL

1.01 Description

- A. Work includes, but necessarily limited to: repairing metal decking and re-priming metal surfaces. Clean and repaint existing deck as specified. This work is to be performed on a unit price basis.
- B. Related Sections
  - 1. Section 01 22 00 Unit Prices
  - 2. Section 05 31 60 – Metal Deck Replacement
  - 3. Section 07 01 50 Preparation For Re-Roofing
  - 4. Section 07 24 00 Roof and Deck Insulation
  - 5. Section 07 53 50 Modified Bitumen Roofing

1.02 Quality Assurance

- A. Qualifications of Workmen: Provide sufficient workmen and supervisors who shall be present at all times during execution of this portion of the work and who shall be thoroughly familiar with the type of construction involved and the materials and techniques specified.
- B. Rejections: In the acceptance or rejection of the work, the owner will make no allowance for lack of skill on the part of workmen.

1.03 Product Handling

- A. Protection
  - 1. Deliver materials to the job site in original, unopened containers no sooner than thirty (30) days prior to start of job. Materials are to be stored off the ground and should be protected from the elements with a waterproof covering ventilated to avoid condensation.
  - 2. Keep all materials clearly identified with all identifying marks legible. Keep all damaged materials clearly identified as damaged and stored separately to prevent its inadvertent use.
  - 3. Do not allow installation of damaged or otherwise non-complying material.

- B. Replacement: In the event of damage, immediately make all necessary repairs and replacements to the approval of and at no additional cost to the owner.

1.04 Standards

- A. Perform all work of this section, adhering to the pertinent recommendations of the steel Deck Institute.

PART TWO - PRODUCTS

2.01 Priming

- A. Priming paint shall be Rust-oleum 769 damp-proof red primer. Dry coat 1 or 2 mils thick.
- B. Metal screws shall be self-drilling metal type, minimum size 1/4 - 14 X #4" cadmium plated screw.
- C. Filler material shall be 20 gauge galvanized steel unless specifically shown on the detail drawings.

PART THREE - EXECUTION

3.01 Demolition

- A. Cut out damaged sections of decking where rust has penetrated into metal.
- B. Contractor is to provide protection to building interior, contents, and occupants to assure that debris does not enter building and to prevent harm to occupants.

3.02 Installation

- A. Filler material shall be fastened to existing steel deck at 6" centers using metal screws. Overlap existing steel deck by a minimum of 6" in each direction.
- B. Cut and neatly fit filler material around roof top projections.

3.03 Verify that all existing roof deck is securely fastened to supporting structural members.

3.04 Painting

- A. Where rust has not penetrated more than 3 mils into steel decking, perform all preparation and cleaning procedures in strict accordance with the paint manufacturer's recommendations.
- B. Install one coat of Rust-oleum 769 damp-proof red primer uniformly over prepared surface.

3.05 Coordination

- A. Coordinate all work closely with owner's representative.
- B. Work cannot disrupt Owner's activities. Care shall be taken that no work is done without owner's approval on a daily basis.

3.06 Clean Up

- A. Clean building interior where soiled by work of this section on a daily basis.
- B. At completion of all deck replacement work, remove all construction debris and equipment from job site.

3.07 Verification

Upon completion of the installation in each area, visually inspect and verify that all components are complete and properly installed. Verify that fasteners are properly located and securely anchored.

- End of Section -

SECTION 05 31 70

METAL DECK REPLACEMENT

PART ONE - GENERAL

1.01 Description

- A. Work includes removing and replacing entire sections of deteriorated steel decking with new deck as specified. This work is to be performed on a unit price basis.
- B. 500 square feet of deck replacement is to be included in the Base Bid.

1.02 RELATED SECTIONS

- A. Section 05 31 60 – Metal Deck Repair
- B. Section 06 40 00 – Rough Carpentry
- C. Section 07 24 00 – Roof and Deck Insulation
- D. Section 07 53 50 – Modified Bitumen Roofing

1.03 REFERENCES

- A. Perform work in accordance with the recommendations of the Steel Deck Institute.
- B. All steel deck repair and replacement shall conform to Factory Mutual Loss Prevention Data Sheet 1-28 and shall meet FM Global I-90 wind uplift requirements.

1.04 SUBMITTALS

- A. Product Data:
  - 1. Manufactured Deck Panels
  - 2. Finish

1.05 QUALITY ASSURANCE

- A. Qualifications of Workmen
  - 1. Provide sufficient workmen and supervisors who shall be present at all times during execution of this portion of the work and who shall be thoroughly familiar with the type of construction involved and the materials and techniques specified.

B. Rejections

1. In the acceptance or rejection of the work, the owner will make no allowance for lack of skill on the part of the workmen.

1.06 PRECONSTRUCTION CONFERENCE

- A. As designated in Section 07 53 50.

1.07 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. As designated in Section 07 53 50.
- B. Coordinate deliveries with Architect.
- C. Keep all materials clearly identified with identifying marks legible. Keep damaged material clearly identified as damaged and stored separately to prevent its inadvertent use.
- D. Do not allow installation of damaged or otherwise non-complying material.
- E. Make necessary damage repairs and replacements at no additional cost to the owner.

1.08 SEQUENCING AND SCHEDULING

- A. As designated in Section 07 53 50.
- B. Coordinate roof demolition and Roofing replacement work in a manner for deck replacement to proceed unimpeded.

PART TWO - PRODUCTS

2.01 STEEL ROOF DECK

- A. Steel roof deck shall be 22 gauge (Type A) prime painted deck. Roof deck shall have minimum yield strength of 33,000 psi.
  1. Steel roof deck shall match the existing thickness and rib configuration of the existing roof decking and shall be prime painted. Minimum yield strength of steel decking shall be 33,000 psi.
- B. Steel roof deck shall extend over three or more spans.
- C. Steel roof deck shall be as manufactured by U.S. Steel, Vulcraft, Wheeling, or approved

equal.

- D. Steel roof deck shall be installed in accordance with the recommendations given in FM Global *Loss Prevention Data Sheet 1-28* and shall meet FM Global I-90 wind uplift requirements.

## 2.02 OTHER MATERIALS

- A. Metal screws shall be cadmium plated self-drilling, self-tapping, hardened steel screws, minimum size  $\frac{1}{4}$  - #14 X  $\frac{3}{4}$ ".
- B. Sheet metal material shall be 20 gauge G90 galvanized steel unless specifically shown on the detail drawings.

## PART THREE - EXECUTION

### 3.01 DEMOLITION

- A. Remove existing decking in entire sections.
- B. Contractor is to provide protection to building interior, contents and occupants to assure that debris does not enter building and to prevent harm to occupants.

### 3.02 INSTALLATION

- A. Steel deck units shall be anchored to supporting members, including bearing walls to provide lateral stability to the top flange of the supporting structural members.
- B. Steel deck units shall be anchored to supporting members to resist the gross uplift force of 45 pounds per square foot minimum.
  - 1. Provide additional deck securement in corners and perimeter areas of the roof per the requirements of FM Global.
- C. All deck shall be securely fastened to supporting structural members by the use of self drilling metal screws.
- D. All roof deck shall be attached at a maximum of 12" O>C> at ends and intermediate supports of each deck unit.
- E. For spans 6 feet, or less, side laps shall be fastened together at the center point of lap; and for spans greater than 6 feet, side laps shall be fastened together at the third points.

- F. End laps shall be overlapped a minimum of two (2) inches.
- G. Ensure that fasteners do not penetrate conduit or miscellaneous piping located at bottom of the decking.
- H. Place deck in straight alignment for entire length of run with adjoining deck units.
- I. Place deck units flat and square, secured to adjacent framing without warp or excessive deflection.
- J. Cut and neatly fit deck around roof top projections.
- K. Provide approved structural supports at all penetrations larger than 6" on any side.

### 3.03 VERIFICATIONS OF EXISTING DECK SECUREMENT

- A. Inspect existing deck securement for broken or missing fasteners or welds.
- B. Where existing deck securement is found to be deficient refasten deck to support structure in accordance with the requirements of this section.

### 3.04 COORDINATION

- A. Coordinate all work closely with owner's representative.
- B. Work cannot disrupt owners' activities. Care shall be taken that no work is done without owner's approval on a daily basis.

### 3.06 CLEAN UP

- A. Clean building interior where soiled by work of this section on a daily basis.
- B. At completion of all deck replacement work, remove all construction debris and equipment from job site.

### 3.07 VERIFICATION

Upon completion of the installation in each area, visually inspect and verify that all components are complete and properly installed. Verify that fasteners are properly located and securely anchored.

- End of Section -

SECTION 06 40 00

ROUGH CARPENTRY

PART ONE - GENERAL

1.01 Description

- A. Work Included: Install all wood nailers and wood decking indicated on the drawings.

1.02 Related Work Described Elsewhere

- A. 07421 - Roof Insulation
- B. 07532 - Modified Bitumen

1.03 Quality Assurance

- A. Provide sufficient workmen and supervisors who shall be present at all times during execution of this portion of the work and who shall be thoroughly familiar with the type of construction involved and the materials and techniques specified.

1.04 Rejections

- A. In the acceptance or rejection of rough carpentry, no allowance for lack of skill on the part of workmen will be made.
- B. All work shall conform to pertinent standards of factory mutual testing.

1.05 Protection

- A. Store all materials up, off of the roof deck or ground, and cover with a weatherproof covering anchored sufficiently so as to resist wind blow-off.
- B. Keep all materials clearly identified with all grade marks legible. Keep all damaged materials clearly identified as damaged and stored separately to prevent its inadvertent use.
- C. Do not allow installation of damaged or otherwise noncomplying materials.

1.06 Replacement

- A. In the event of damage, immediately make all necessary repairs and replacements to the approval of the consultant and at no additional cost to the Owner.

PART TWO - PRODUCTS

2.01 Nailers

- A. All nailers shall be #2, or better, and pressure treated with a salt preservative. Wolmanized treatment is approved. Do not use asphaltic or creosote preservative.
- B. Minimum size to be 2" X 6".

2.02 Plywood

- A. All plywood shall be minimum 1/2", exterior type, C-C plugged grade, and a minimum of 5 plies.

2.03 Fasteners

- A. All Fasteners must have corrosion-resistant coating.

2.04 Masonry/Concrete Fasteners

A. Threaded Masonry/Concrete Fasteners

- 1. Corrosion-resistant, threaded fastener with a low profile head.
- 2. Screw Fastener to be Factory Mutual approved.
- 3. Approved Products.

- a) Confas by Construction Fasteners
- b) Tapcon Flat Head Phillips by Buildex
- c) Confixx by Fabco

B. Other Masonry/Concrete Fasteners

- 1. The following fasteners may also be used:
  - a) Metal Hit Anchor by Hilti
  - b) Rawl-Drives by Rawl

- c) Zamac Nailin by Rawl
- d) Gripcon by Fastenrite
- C. Threaded Steel/Wood Fasteners
  - 1. Corrosion-resistant, self-tapping, self-drilling screw with low profile head.
  - 2. Screw type fastener to be Factory Mutual Approved.
  - 3. Approved Products
- a) Dekfast by Construction Fasteners
- b) Roof Grip by Buildex
- c) Insul Fixx by Fabco
- D. Wood-to-Wood Fasteners
  - 1. Nails
    - a) Number 10, hot dipped, galvanized steel or 304 stainless steel ring shank.
    - b) Minimum embedment to be 1-1/2".
  - 2. Screws
    - a) Number 10, 300 series stainless steel wood screw or #14 Phillips Pan 300 series stainless steel sheet metal screws.
    - b) Minimum embedment to be 1-1/4".

### PART THREE - EXECUTION

#### 3.01 Nailers

- A. Nailers shall be installed as per detailed drawings.
- B. Nailers shall be anchored to resist a pull of 175 lbs./ft.
- C. Fasteners to be spaced a maximum of 24" O.C., for 2" nailers and 12" O.C., for all 1" nailers.
- D. Nailers shall be installed with joints true and tight.

3.02 Clean Up

- A. Premises shall be kept in a neat and orderly condition.
- B. After installation of all rough carpentry, Contractor shall remove all construction debris and equipment from job site.

- End of Section -

SECTION 07 01 50

PREPARATION FOR RE-ROOFING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Section 01 22 00 Unit Prices
- C. Section 05 31 60 Metal Deck Repair
- D. Section 05 31 60 Metal Deck Replacement
- E. Section 06 40 00 Rough Carpentry

1.2 SUMMARY

- A. Section Includes:
  - 1. Roof tear-off.
  - 2. Temporary roofing membrane.
  - 3. Roof re-cover preparation.
  - 4. Removal of base flashings.

1.3 MATERIALS OWNERSHIP

- A. Except for items or materials indicated to be reused, reinstalled, or otherwise indicated to remain Owner's property, demolished materials shall become Contractor's property and shall be removed from Project site.

1.4 DEFINITIONS

- A. Existing Membrane Roofing System: EPDM fully adhered roofing membrane, roof insulation, surfacing, and components and accessories between deck and roofing membrane.
- B. Roof Tear-Off: Removal of existing membrane roofing system from deck.
- C. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and reinstalled.

- D. Existing to Remain: Existing items of construction that are not indicated to be removed.

#### 1.5 QUALITY ASSURANCE

- A. Contractor Qualifications: Minimum of five years experience in this type of demolition.
- B. Reroofing Conference: Conduct conference at Shelby County Support Services, 584 Adams St., Memphis, TN 38103.

- 1. Meet with Owner; Architect; Owner's insurer if applicable; testing and inspecting agency representative; roofing system manufacturer's representative; deck Installer; roofing Installer including project manager, superintendent, and foreman; and installers whose work interfaces with or affects reroofing including installers of roof accessories and roof-mounted equipment.
- 2. Review methods and procedures related to roofing system tear-off and replacement including, but not limited to, the following:
  - a. Reroofing preparation, including membrane roofing system manufacturer's written instructions.
  - b. Existing roof drains and roof drainage during each stage of reroofing, and roof drain plugging and plug removal requirements.
  - c. Construction schedule and availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
  - d. Existing deck removal procedures and Owner notifications.
  - e. Condition and acceptance of existing roof deck and base flashing substrate for reuse.
  - f. Structural loading limitations of deck during reroofing.
  - g. Base flashings, special roofing details, drainage, penetrations, equipment curbs, and condition of other construction that will affect reroofing.
  - h. HVAC shutdown and sealing of air intakes.
  - i. Shutdown of fire-suppression, -protection, and -alarm and -detection systems.
  - j. Asbestos removal and discovery of asbestos-containing materials.
  - k. Governing regulations and requirements for insurance and certificates if applicable.
  - l. Existing conditions that may require notification of Architect before proceeding.

#### 1.6 PROJECT CONDITIONS

Cores of the existing roof were made where indicated on the Roof Plan. Existing composition found is:

- 1. Metal Roof Deck
- 2. 1.5" PolyIso Roof Insulation

3. .5" Wood fiber roof insulation
  4. Mechanically attached metal roof deck
  5. Fully adhered black EPDM (rubber) smooth surface roof membrane.
- B. Owner will occupy portions of building immediately below reroofing area. Conduct reroofing so Owner's operations will not be disrupted. Provide Owner with not less than 48 hours' notice of activities that may affect Owner's operations.
1. Coordinate work activities daily with Owner so Owner can place protective dust or water leakage covers over sensitive equipment or furnishings, shut down HVAC and fire-alarm or -detection equipment if needed, and evacuate occupants from below the work area.
  2. Before working over structurally impaired areas of deck, notify Owner to evacuate occupants from below the affected area. Verify that occupants below the work area have been evacuated before proceeding with work over the impaired deck area.
- C. Protect building to be reroofed, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from reroofing operations.
- D. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.
- E. Conditions existing at time of inspection for bidding will be maintained by Owner as far as practical.
- F. Weather Limitations: Proceed with reroofing preparation only when existing and forecasted weather conditions permit Work to proceed without water entering existing roofing system or building.
- G. Hazardous Materials: It is not expected that hazardous materials such as asbestos-containing materials will be encountered in the Work.
1. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.

## PART 2 - PRODUCTS – Not Used

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Coordinate with Owner to shut down air-intake equipment in the vicinity of the Work. Cover air-intake louvers before proceeding with reroofing work that could affect indoor air quality or activate smoke detectors in the ductwork.
- B. During removal operations, have sufficient and suitable materials on-site to facilitate

rapid installation of temporary protection in the event of unexpected rain.

- C. Verify that rooftop utilities and service piping have been shut off before beginning the Work.
- D. Repair all demolition performed in excess of that required, at no cost to the Owner.
- E. Burning of materials on site is not permitted.
- F. Erect and maintain weatherproof closures for exterior openings. Skylights, fans, and the like to be removed shall be put back in , replaced, or their openings shall be made watertight by the end of each workday.
- G. No more roofing material may be removed than can be replaced the same day.
- H. Disconnect and reconnect plumbing, mechanical, and electrical items as required by properly licensed workers to minimize disruption of the facility operation.

### 3.2 ROOF TEAR-OFF

- A. Roof Tear-Off: Remove all existing roofing membrane, base flashings, roof insulation, and other membrane roofing system components down to the metal roof deck.
  - 1. Remove all fasteners from existing metal roof deck.

### 3.3 DECK PREPARATION

- A. Inspect deck after tear-off of membrane roofing system.
- B. If broken or loose fasteners that secure deck panels to one another or to structure are observed or if deck appears or feels inadequately attached, immediately notify Architect. Do not proceed with installation until directed by Architect.
- C. If deck surface is not suitable for receiving new roofing or if structural integrity of deck is suspect, immediately notify Architect. Do not proceed with installation until directed by Architect.
- D. Provide additional deck securement as indicated on Drawings.
- E. Replace deck as indicated on Drawings. Deck repair or replacement deck is specified in Division 7 Section 05 31 60 Metal Deck Repair, or Section 05 31 70 Metal Deck Replacement..

### 3.4 DISPOSAL

- A. Collect demolished materials and place in containers. Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
  - 1. Storage or sale of demolished items or materials on-site is not permitted.

- B. Transport and legally dispose of demolished materials off Owner's property.

END OF SECTION 070150

SECTION 07 24 00

ROOF AND DECK INSULATION

PART ONE - GENERAL

1.01 Description

- A. Work Included: Provide and install all roof and deck insulation and insulation fasteners as shown on the roof plan and detail drawings, including, but not necessarily limited to:

- 1. Roofs

1.02 Product Handling

- A. Protection: Use all means to protect the materials of this section before, during, and after installation and to protect the work and materials of all other trades.
- B. Delivery and Storage: Deliver materials to the job site in original, unopened containers no sooner than thirty (30) days prior to start of job. Materials to be stored up, off of roof deck or ground, and covered with a waterproof covering anchored sufficiently so as to resist wind blow off. When storing materials on the roof, do not overstress deck.
- C. Replacements: In the event of damage, immediately make all repairs and replacements to the approval of the consultant and at no additional cost to the owner.

1.03 References: Materials used in this section shall be listed in the latest edition of the following:

- A. Factory Mutual System Approval Guide - Equipment, materials, services and conservation of property.
- B. Underwriters Laboratories, Inc. - Building Materials Directory.

1.04 "R" Values

- A. All "R" values are to be as per RIC/TIMA Bulletin No. 281-1.
- B. "R" value to be based on aged material.
- C. "R" value testing to be at 75 degrees F.

PART TWO - PRODUCTS

2.01 Insulation Materials

- A. Insulation to be of the type and minimum thickness as listed here.

2.02 Fiberboard

- A. General purpose roof insulation conforming to federal specification LLL-535 A, Class C, commercial standard CS42-49 of the U. S. Department of Commerce: ASTM Standard C-208. Insulation is to be supplied in 4' X 4' boards. Thickness to be a minimum 1/2".

- B. Approved Products

- 1. Celotex Fiberboard Roof Insulation
- 2. Hubert Fiberboard

2.03 Polyisocyanurate

- A. Insulation is to be a closed cell, polyisocyanurate foam core with factory laminated facers. Foam core is to have a rated flame spread of 25 or less. Insulation to conform to federal specification HH-I-1972/2. Insulation to be minimum of 1.5" thick, and in sizes not to exceed 4'X 8'.

- B. Approved Products

- 1. Multi-Max by R-Max
- 2. Energy-Lok by Celotex
- 3. Energy 1 by N.R.G. Barriers
- 4. A/C Foam by Atlas

2.04 Insulation Fasteners

- A. Steel Deck

- 1. Corrosion-resistant, self-tapping, self-drilling screw with low profile head. Fastener to be carbon steel with corrosion resistant coating. Fastener shall show no more than 10% red rust corrosion after 30 cycles of Kesternich testing.

2. Corrosion-resistant, factory-made plate.
3. Screw and plate type fastener to be factory mutual approved.
4. Approved products
  - a. Olympic fasteners manufactured by CWR (with CR-10 coating)
  - b. Roof grip by Buildex (with Climaseal coating)
  - c. Insul Fixx by Fabco (with Xylan coating)
  - d. Dekfast by Construction Fastener (Century coating)
5. Fasteners to be of sufficient length to penetrate deck 1/2".

B. Steep Asphalt

1. Type IV (steep) roofing asphalt shall conform to ASTM D-312 and have a softening point of 185 degrees F. minimum to 205 degrees F. maximum. Application or embedment temperatures of Type IV steep asphalt shall be within 25 degrees of the equiviscous temperature (EVT) for optimum application. EVT temperature shall be between 400-450 degrees F.

PART THREE - EXECUTION

3.01 Bottom Layer

- A. Insulation to be mechanically attached to metal roof deck with screw and plate type fasteners, minimum spacing to be one (1) fastener every two (2) square feet. If insulation manufacturer's fastening requirements exceed those of this section, then manufacturer's recommendations are to be followed.
- B. Ensure that fasteners do not penetrate conduit or miscellaneous piping located at bottom of decking.

3.02 Top Layer

- A. Over the bottom layer, install insulation, in a solid mopping of not Type IV asphalt, with tightly butted and staggered joints. Insulation to fit tightly around projections.
- B. Insulation joints of top layer to be offset a minimum of 3" from insulation joints of base layer.

3.02 Verification

- A. Upon completion of the installation in each area, visually inspect and verify that all components are complete and properly installed. Verify that fasteners are properly located and securely anchored.

- End of Section -

SECTION 07 53 50

MODIFIED BITUMEN MEMBRANE ROOFING

PART ONE - GENERAL

1.01 Description

- A. Work included: Furnish and install a weather and watertight two-ply modified bitumen roof system completed, in place, as designated in the Summary of Work, as shown in the detail drawings and as specified herein.
- B. Related Sections: Work contained elsewhere, when applicable.
  - 1. Section 05 31 60 - Metal Deck Repair
  - 2. Section 05 31 70 - Metal Deck Replacement
  - 3. Section 06 40 00 - Rough Carpentry
  - 4. Section 07 01 50 - Preparation for Re-Roofing
  - 5. Section 07 24 00 - Roof and Deck Insulation
  - 6. Section 07 62 00 - Related Sheet Metal

1.02 References

- A. All work under this section shall conform to the more stringent product and performance procedures outlined within the project specifications and as outlined in, recommended in or specified in the latest edition of:
  - 1. Factory Mutual Global System (FMG)
    - a. Approval Guide
  - 2. Underwriter's Laboratory (UL)
    - a. Building Materials Directory
  - 3. American Society for Testing and Materials (ASTM)
    - a. Book of Standards
  - 4. National Roofing Contractors Association (NRCA)
    - a. Roofing and Waterproofing Manual
    - b. Handbook of Accepted Roofing Knowledge (HARK)

5. Published material manufacturer's literature and specifications as submitted for approval.

#### 1.03 System Description

- A. Roofing system shall be Siplast Paradiene 20/30 IH consisting of two (2) plies of styrene butadiene styrene (SBS) modified asphalt sheet. Sheet reinforcement shall be a random glass mat. Adhesion of sheet membrane shall be accomplished using hot asphalt. Equal system #2942 supplied by Soprema is also acceptable for bidding. Other manufacturers will be considered but must be in strict compliance with the system as designed and manufactured by one of the two manufacturers listed above.

#### 1.04 Submittals

- A. General: Comply with all provisions of the contract documents, to include any additional submittal requirement not listed herein. Requirements listed herein are the minimum acceptable.
- B. Product Data and Samples: After award of contract, submit:
  1. Complete material list of all items proposed to be furnished and installed under this section.
  2. Manufacturer's complete literature and specifications for installation of the specified roof system.
  3. Certification of FM approval of mechanical fasteners used in the work of this section.
  4. Manufacturer's written certification that the contractor is an approved installer of the specified roof system products submitted. Manufacturer's statement of certification shall include the date of original contractor approval.
- C. Manufacturer approved shop drawings shall include detailed installation of all roof system components, as listed, but not limited to:
  1. Wood nailers and cant
  2. Insulation
  3. Base sheet/vapor retarder

4. Sheet metal flashings and components
  5. Roof system field membrane
  6. Roof System base flashings
- D. Upon completion of the roof membrane system installation, provide written certification that the roof system assembly, has been installed in accordance with the project specifications and drawings, and any approved contractor submitted shop drawings.
- E. As specified elsewhere, provide all required warranties, guarantees, and other such documents.
- 1.05 Quality Assurance
- A. Standards: Comply with the standards specified in this section and as listed in the general requirements.
- B. Qualification of Manufacturer: Products used in the work included in this section shall be produced by manufacturers regularly engaged in the manufacture of similar items and with a history of successful production acceptable to the owner.
- C. Qualifications of Contractor: The contractor and his personnel shall be currently approved by the manufacturer of the approved products as qualified to install the materials of this section.
- D. Qualifications of Installers: Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work in this section.
- E. Pre-installation Conference: Conduct conference at Project site. Comply with requirements in Division 1 Section "Project Management and Coordination." Review methods and procedures related to roofing system including, but not limited to, the following:
1. Meet with Owner, Architect.
  2. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
  3. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment and facilities needed to make progress and

- avoid delays.
4. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
  5. Review structural loading limitations of roof deck during and after roofing.
  6. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
  7. Review governing regulations and requirements for insurance and certificates if applicable.
  8. Review temporary protection requirements for roofing system during and after installation.
  9. Review roof observation and repair procedures after roofing installation.
- F. Roofing Inspections: Make all required notifications and secure all required inspections by the manufacturer of the approved materials to facilitate issuance of the specified roof warranty.
- G. Rejection: In the acceptance or rejection of work under this section, no allowance will be made for lack of skill or specification understanding on the part of the workmen. It shall be incumbent upon the contractor to use adequate numbers of skilled installers and to instruct them in the requirements of the project specifications as well as maintaining a set of the project specifications and drawings on the roof at all times.
- H. Replacement: In the event inadequate or improper installation is determined, contractor shall make all repairs and replacements required to render the installation compliant with the project specifications. Replacements, due to improper performance, shall be at the sole cost of the contractor.
- 1.06 Product Handling, Delivery, And Storage
- A. Deliver all packaged materials to the job site in their original unopened containers with all labels intact and legible at the time of the inspection and in sufficient quantities to provide continuous installation progress without disruption or delay due to lack of materials on site.
  - B. Store all materials in an approved manner, up off of the roof deck or ground, and protected from exposure to the elements.
  - C. Store all rolls of felts, carton and drums of cements, primers and coating on end.

- D. Use all necessary means to protect the materials in this section before, during, and after installation, and to protect the work and materials of all other trades.
- E. In the event of damage, immediately make all repairs and replacement necessary to the approval of and at no additional cost to the owner.

#### 1.07 Site Conditions

- A. General: Do not uncover or install material under this section during periods of inclement weather. Weather condition either current or predicted, that would prevent proper execution of the work under this section shall determine placement acceptability for each days work.
- B. Work shall not be performed under this section if the ambient temperature is below 40 degrees Fahrenheit, without prior written approval.
  - 1. When ambient temperatures are anticipated or forecast to drop below 40 degrees Fahrenheit during the course of the work, a manufacturer approved Cold Weather Application Specification shall be submitted for review and approval.
  - 2. Submission of a Cold Weather Application Specification does not constitute approval for application of work under this section. No work shall be performed until written approval and authorization has been received.
- C. Field Measurements: Verification of all termination points and penetration locations, dimensions, sizes and quantities are the responsibility of the contractor as outlined in the contract documents. Actual field measurements shall be used in the preparation of contractor submitted shop drawings.

#### 1.08 Sequencing And Scheduling

- A. Verify that all preparatory and sequential prior work is complete and properly installed before performing work of this section.

#### 1.09 Warranty

- A. Material and installation shall meet all the requirements necessary to fulfill the warranty conditions and provisions set forth in the specification and as specifically written in the roof membrane system manufacturer's warranty as submitted.

- B. Warranty period shall be twenty (20) years - (Manufacturer's).
- C. See Section 01 77 19 - Closeout Requirements.

## PART TWO - PRODUCTS

### 2.01 Description

- A. Provide products which are recommended by the manufacturer and that are fully compatible with indicated substrates and other assembly components.
- B. Materials: The installed roof membrane system shall consist of the following components:
- C. Membrane Base Sheet - Siplast Paradiene 20 - Soprema Elastophene Sanded 3.0 HD
  - 1. A reinforced SBS modified asphalt elastomeric sheet. Blends of asphalt modifier other than SBS will not be approved.
- D. Membrane Cap Sheet - Siplast Paradiene 30 - Sopreme Elastophene Granuel
  - 1. A reinforced SBS modified asphalt elastomeric sheet. Blends of asphalt modifier other than SBS will not be approved.
  - 2. Sheet shall have a mineral or granule surfacing which is incorporated onto the surface of the elastomeric sheet as part of the manufacturing process.
- E. Fiberglass Roof Felts
  - 1. Fiberglass roofing felts shall meet or exceed ASTM D-2178. Roofing plies for bid shall be Type IV.
- F. Organic Roof Felts
  - 1. Roofing felts shall be 15#.
  - 2. Organic roofing felts shall be used only for daily tie off of new roofing system.
- G. Primer

1. Asphaltic primer conforming to ASTM D-41, for use in concrete, masonry, metal, and other surfaces requiring priming prior to roof membrane application.
- H. Roof Bitumens
1. Type IV (Special Steep)
    - a. Roofing asphalt shall conform to ASTM D-312, Type IV, and have a softening point of 210 degrees Fahrenheit (minimum) and 225 degrees Fahrenheit (Maximum); flashing point of 475 degrees Fahrenheit (minimum). Trumball;Koch.
  2. Cartons shall be clearly labeled to show asphalt type, Equiviscous Temperature (EVT), Finish Blowing Temperature (FBT), and Flashing Point Temperature (FPT).
  3. Bulk tanker trucks and carton shipments shall have certificates from the manufacturer for asphalt type, EVT, FBT, and FPT, which shall be submitted with each shipment as record documents.
  4. Cold - Applied Adhesive: Roofing system manufacturer's standard asphalt-based, one- or two- part, asbestos-free, cold applied adhesive specially formulated for compatibility and use with base flashings.
  5. Failure to provide adequate labeling or certifications is sufficient grounds for rejection of materials, whether stored or installed.
- I. Base Flashing - Siplast Veral - Soprema TV50
1. A foil clad, modified bitumen surface sheet, which consists of a fiberglass scrim/fiberglass mat composite impregnated and coated with a high quality styrene-butadiene-styrene, and surfaced with a protective aluminum foil facing.
- J. Plastic Cement
1. Trowel grade, asphaltic based flashing cement conforming to ASTM D-2822.

K. Fasteners

1. Shall be of adequate design to achieve substantial and positive anchorage into the fastening substrate.

L. Pitch Pan Filler Material

1. Filler to be two parts polyurethane, solvent free, pourable sealer.
2. Manufacturers
  - a. Firestone Building Products Company, Indianapolis, IN
  - b. Carlisle Corporation, Carlisle, PA
  - c. Approved Roof System Manufacturer's Product
3. Listed manufacturers do not constitute prior approval. Product to be submitted for approval.

- M. Provide all other products required by the roof membrane system manufacturer for a complete installation of the specified system.

PART THREE - EXECUTION

3.01 General

- A. All efforts shall be coordinated to prevent moisture infiltration into the facility, the existing roof assembly, or the newly installed roofing system.
- B. Application of new materials on the roof deck, as specified in this section, constitutes acceptance of the substrate by the contractor.
- C. When using mechanical fasteners which penetrate through the structural deck, contractor shall ensure that fasteners do not penetrate conduit or miscellaneous piping located on the under side of the deck.

3.02 Surface Conditions

- A. Remove all existing roofing material, base flashing, roof insulation, existing sheet metal flashing and roof penetration flashing down to the metal roof deck and dispose from site. Install new two layer roof insulation in accordance with SECTION 07 24 00. Install new two-ply modified bitumen roof system in

accordance with SECTION 07 53 50.

### 3.03 Bitumen Heating

#### A. Asphalt

1. Maximum heating temperature for Type IV asphalt shall be 525°F. At no time shall the asphalt temperature exceed flash point temperature.
2. If asphalt is to be heated without being drawn off and replenished, kettle level should be full with the kettle lid closed. Maximum temperature shall be 425°F for a period not to exceed four (4) hours. If holding time is anticipated to exceed four (4) hours, kettle shall be shut off.
3. If asphalt is stored in a tanker, maximum holding temperature shall not exceed 325°F when anticipated storage time is greater than eight (8) hours.
4. The heating of asphalts shall conform to the EVT range concept. Asphalt shall be heated such that at the point of application asphalt is not hotter than 25°F below EVT. At no time shall application temperature drop below 400°F.
5. When required for proper minimum application temperature of asphalt, contractor shall provide insulated equipment to conserve temperature of heated asphalt.
6. Failure to provide proper documentation of asphalt type, EVT, FBT, FPT for either carton shipment or bulk tanker shipments will result in rejection of asphalt whether stored or installed. Cost for removal a replacement of rejected materials shall be at the sole cost of the contractor. Failure to supply materials from the submitted and approved asphalt manufacturer will also result in rejection of asphalt whether store or installed.
7. When the use of a torch is required for work under this section, contractor shall use

all due care. Contractor shall maintain a minimum of two fully charged and operational ten pound dry chemical fire extinguishers near the kettle during

operation. Contractor when using a torch on the roof shall maintain a minimum of two fully charged and operational dry chemical fire extinguishers within 25' of each torch during use. Contractor shall assure that all personnel are knowledgeable in the use and operation of the fire extinguishers used on the project.

8. Kettles and tankers shall be equipped with accurate and fully readable thermometers.

### 3.04 Membrane Base Sheet Application

- A. Base sheet shall be installed in single-ply configuration with minimum 3" end and side laps. Sheet shall be set in hot Type IV asphalt (EVT  $\pm$  25°F) at a maximum rate of 25 pounds per 100 square feet. Mopping of asphalt shall be continuous, with no skips, breaks, or voids.
- B. Sheet application shall begin at the low point of the roof and proceed up slope, shingle fashion, with base sheet laid perpendicular to the slope. End laps shall be staggered a minimum of 2'. Base sheet shall be walked in to assure full adhesion to the substrate.
- C. Base sheet shall be free from creases, fishmouths, ridges, blisters, or other defect. Repair of surface deficiencies shall be in accordance with manufacturer's recommendations.

### 3.05 Membrane Cap Sheet Application

- A. Cap sheet shall be installed in single-ply configuration with minimum 3" end and side laps. Sheet shall be set in hot Type IV asphalt (EVT  $\pm$  25°F) at a maximum rate of 25 pounds per 100 square feet. Mopping of asphalt shall be continuous, with no skips, breaks, or voids.
- B. Sheet application shall begin at the low point of the roof and proceed up slope, shingle fashion, with the cap sheet laid perpendicular to the slope. Cap sheet end laps shall be set in a minimum of 2' from the base sheet and end laps and shall be staggered from other cap sheet end laps. Side laps of cap sheet shall be set from side laps in the base sheet. Cap sheet shall be walked in to assure full adhesion to the substrate.
- C. Granules matching the top surfacing shall be cast into asphalt overruns at the

MODIFIED BITUMEN MEMBRANE ROOFING 07 53 50-

end and side laps.

- D. Cap sheet shall be free from creases, fishmouths, ridges, blisters, or other defects. Repair of surface deficiencies shall be in accordance with membrane manufacturer's recommendations.

### 3.06 Flashing Installation

#### A. Flashing Base Reinforcing Strip

1. The field membrane base sheet shall be run to the top of the wood cant.
2. The Paradiene 20 base reinforcing shall be installed prior to installation of the Veral cap sheet. Laps shall be a minimum of 4", and is solidly mopped according to Siplast requirements.
3. Base reinforcing shall be free of ridges, wrinkles, blisters, and fishmouths. Defects shall be repaired prior to further work.
4. Whenever possible, installation shall begin at the low point and proceed up slope such that end laps do not buck water.

#### B. Flashing Cap Sheet

1. The field membrane cap sheet shall be run to the top of the wood cant, over the previously installed flashing base reinforcing strip.
2. The flashing cap sheet shall be torch applied. End laps shall be a minimum of 3". End joints in flashing cap sheet shall be offset from end joints in the flashing base reinforcing strip a minimum of 12". Flashing cap sheet shall extend a minimum of 6" out onto the field of the roof from the toe of the cant and a minimum of 4" above the top of the cant, 8" above the height of the finished membrane.
3. Whenever possible, installation shall begin at the low point and proceed up slope such that end laps do not buck water.
4. Flashing cap sheet shall be free of ridges, wrinkles, blisters, and fishmouths. Flashing cap sheet shall be fully adhered, and shall not bridge at changes in directions.

- C. Upon completion of flashing installation, the top of the base flashing shall be mechanically fastened a maximum of 8" on center. If the installation of the counterflashing will be delayed more than 72 hours or extended periods of precipitation are anticipated, the top of the base flashing shall be sealed. Sealing shall be performed by applying asphalt plastic cement, fabric, such that the top of the base flashing is sealed as well as the mechanical fasteners.

### 3.07 Metal Edge Application

- A. Metal edge shall be formed and constructed as specified elsewhere. Metal edge shall be fully supported by a wood nailer.

3.08 Contractor shall use all due care in the use of torches and shall have a minimum of two (2) 10 pound dry chemical fire extinguishers on the roof, and extinguishers within 25' of each torch, during use of torches.

3.09 Install walkway protection boards as recommended by manufacturer or as shown on the contract drawings.

3.10 At the end of the days work, or when precipitation is imminent, a water cut-off shall be built at all open edges. Cut-offs can be built using asphalt, plastic cement and roofing felts, constructed to withstand protracted period of service. Cut-offs must be completely removed prior to the resumption of roof.

3.11 Manufacturer's details and recommendations shall be followed in the event a condition is not covered within this written specification.

### 3.12 Clean Up

- A. Remove all debris and unnecessary roof related materials from the finished roof area.
- B. Leave job site absolutely clean at completion of work and properly dispose of all construction debris.

- End of Section -

MODIFIED BITUMEN MEMBRANE ROOFING 07 53 50-

Shelby County, TN

994 S. Bellevue

Roof Replacement

SECTION 07 62 00

RELATED SHEET METAL

1.01 Description

- A. Work included: Provide all new sheet metal work in connection with roofing work and parapets such as counterflashings, metal edges, gutters and downspouts.
- B. Related Work Described Elsewhere
  - 1. Roofing

1.02 Quality Assurance

- A. Qualification of the Manufacturer: Products used in the work of this section shall be produced by manufacturers regularly engaged in the manufacture of similar items and with a history of successful production acceptable to the consultant.
- B. Qualification of the Installer: Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and are completely familiar with the specified requirements and the methods needed for the proper performance of the work in this section.
- C. In acceptance or rejection of the work of this section, the consultant will make no allowance for lack of skill on the part of the workmen.

1.03 Submittals

- A. Immediately after the contract is awarded, submit shop drawings showing location, diagrams, and details of fabrication and installation.
- B. Drawings to show type and gauge of metal used. Gauges of sheet metal specified in this section are minimums.

1.04 Scheduling

- A. All new sheet metal work shall be closely coordinated with the installation of the new roofing membrane.
- B. New sheet metal shall be installed directly after roofing work such that roofing terminations will not be left unprotected by metal.

## 1.05 Delivery, Storage, and Handling

- A. Use all means to protect the materials of this section before, during and after installation, and to protect the work and materials of all other trades. Roof surfaces shall be protected from damage at all times.
- B. Deliver only new materials to the job site. Materials to be stored in such manner as to be protected from rain, snow, or inclement weather. When storing materials on the roof, do not over stress the deck.
- C. In the event of damage, immediately make all repairs and replacements to the approval of the consultant and at no additional cost to the owner.

## 1.06 Guarantee

- A. All new materials and workmanship covering work provided under this section of the specifications shall be guaranteed in writing by the contractor to maintain all sheet metal flashing in a watertight condition without cost to the owner for a period of two (2) years from the date of final payment.

## 2.00 Products

## 2.01 Design

- A. In addition to complying with all pertinent codes and regulations, comply with pertinent recommendations contained in "Architectural Sheet Metal Manual", current edition, as published by SMACNA.
- B. Sheet metal shall be formed sheet shapes as indicated on the drawings and in conformance with details on the approved shop drawings.
- C. Where sheet metal is required and no materials or gauge is indicated on the drawings, provides the highest quality and gauge commensurate with the referenced manual.
- D. Coping cap shall be the gauge and thickness recommended by the SMACNA Manual. In no case, however, shall any material be less than the following:

24 Gauge Pre-Finished sheet metal to match existing color

- E. Flashing shall be furnished where indicated on the drawings. Form flashings in not more than 10 foot lengths, lap ends 3", and caulk all loose lock joints (watertight). Counterflashing shall over lap base flashing a minimum of 3".

- F. Dissimilar metals shall not be allowed to come into contact with one another. Provide bituminous paint or other protective coating on concealed surfaces to prevent interaction of materials.
  - G. Provide hot dipped zinc coated fasteners for exterior use. Select fasteners for the type, grade, and class required. Use only 304 series stainless steel fasteners with stainless steel sheet metal unless specifically shown otherwise on the detail drawings.
  - H. Unless specifically shown otherwise on the detailed drawings, all exposed fasteners have neoprene washers.
- 3.00 EXECUTION
- 3.01 Inspection
- A. Examine the areas and conditions under which work of this section will be installed. Correct conditions detrimental to the proper and timely completion of the work. Do not proceed until unsatisfactory conditions have been corrected.
- 3.02 Workmanship
- A. Form all sheet metal accurately and to the required dimensions and shapes.
  - B. All exposed edges of cut sheet metal shall be folded back on concealed surfaces.
  - C. Form, fabricate, and install all sheet metal so as to adequately provide for expansion and contraction in the finished work.
  - D. Whenever possible, secure metal by means of clips or cleats without fastening through exposed metal.
- 3.03 Weatherproofing
- A. Finish all sheet metal watertight and weathertight where so required.
  - B. Where laps seams do not have joint cover, lap according to pitch, but in no case less than 3".
- 3.04 Joints
- A. Join parts with rivets or sheet metal screws where necessary for strength or stiffness.

- B. Provide suitable watertight expansion joints for all sheet metal as required for proper installation.
- C. Caulking of sheet metal shall be neatly and thoroughly performed for a watertight seal.

3.05 Fastening

- A. Secure metal as per detailed drawings.
- B. For concealed fastening into wood, use hot dipped, double coated zinc ring shank roofing nails 1-3/4" X 11 gauge.
- C. For fastening into concrete, use masonry/concrete anchors with neoprene washers with steel backing. Use all metal anchors only, no plastic anchors allowed.
- D. For exposed fastening into wood, use screws with neoprene washers.
- E. All fasteners to be corrosion resistant coated.

3.06 Protection

- A. Roof surfaces shall be adequately protected to prevent damage. Keep all scrap metal off of roof surface at all times.

3.07 Clean Up

- A. Debris from sheet metal work shall be frequently removed from building site as it accumulates.
- B. Leave job site absolutely clean at completion of work and properly dispose of all construction debris.

- End of Section -

SECTION 07 92 00

SEALANTS AND CAULKING

PART ONE - GENERAL

1.01 Description

- A. Work Included: Throughout the work, caulk and seal all joints where shown on the drawings and elsewhere as required by the Specifications to provide a positive barrier against passage of air and passage of moisture.
- B. Related Work Described Elsewhere
  - 1. Adhere strictly to the caulking and sealant specifications and to the detail drawings.

1.02 Quality Assurance

- A. Qualifications of Manufacturer: Products used in the Work shall be produced by manufacturers regularly engaged in the manufacture of similar item and with a history of successful production acceptable to the consultant.
- B. In acceptance or rejection of the Work of this Section, the consultant will make no allowance for lack of skill on the part of the workmen.
- C. Sealants to conform to ASTM C-920.

1.03 Product Handling

- A. Deliver materials to the job site in original, unopened containers. Materials are to be stored in a protected area between 40 - 80 degrees F.
- B. Do not retain on the job site any material which has exceeded the shelf life recommended by its manufacturer.
- C. Protect all surfaces from staining or damage. All damaged work shall be repaired or replaced as directed by the consultant and at no additional cost to the Owner.

1.04 Job Conditions

- A. Do not apply caulking or sealants when the surface temperature is below 40 degrees F., or above 125 degrees F. Do not apply materials when surface is damp or during cold, rainy, or frosty weather.

1.05 Submittals

- A. Color chart for each sealant will be delivered to the consultant. Colors for each sealant will be selected from the manufacturer's standard colors by the consultant.

1.06 Warranty

- A. Furnish a written guarantee signed by the applying contractor or firm, warranting the materials and workmanship to be watertight for a period of two years from date of completion of the work.

PART TWO - PRODUCTS

2.01 Sealants

- A. General: Except as specifically otherwise directed by the consultant. Use only the type of sealants described in this section.

- B. Sealant shall be one of the following:

1. "Vulkem", manufactured by Mameco International, Cleveland, Ohio.
2. "Sonolatic NP-1", manufactured by Sonneborn, 7711 Computer Avenue, Minneapolis, Minnesota, 55435.

- 2.02 Cleaner: Xylol, toluene, or commercial solvent recommended by the sealant manufacturer.

- 2.03 Primer: Shall be as recommended by sealant manufacturer, if required.

2.04 Other Materials

All other materials not specifically described but required for complete and proper caulking and installation of sealants shall be first quality of their respective kinds, new, and as selected by the contractor subject to the approval of the owner.

PART THREE - EXECUTION

- 3.01 Examine the areas and conditions under which work of this section will be performed. Correct conditions detrimental to the proper and timely completion of the Work. Do not proceed until unsatisfactory conditions have been corrected.

3.02 Preparation

- A. Concrete and Ceramic Tile Surfaces.
- B. All surfaces in contact with the sealant shall be dry, sound, and well brushed and wiped free from dust.
- C. Use solvent to remove oil and grease, wiping the surfaces with clean rags.
- D. Remove all bitumen from joint area.
- E. Where surfaces have been treated, remove the surface treatment by use of sandblasting or wire brushing.
- F. Steel Surfaces
- G. Use solvent to remove oil and grease, wiping the surfaces with clean rags.
- H. Remove protective coatings on steel by sandblasting or by a solvent that leaves no residue.
- I. Aluminum Surfaces
- J. Aluminum surfaces in contact with sealant shall be cleaned of temporary protective coatings, dirt, oil, and grease.
- K. When masking tape is used for a protective cover, remove the tape just prior to applying the sealant.

### 3.03 Installation of Sealants

- A. General: Prior to the start of installation in each joint, verify the joint type according to the details in the drawings and verify that the required proportion of width of joint to depth of joint has been secured.
- B. Equipment: Apply sealant under pressure with hand or power-actuated gun or other appropriate means. Guns shall have nozzle of proper size and shall provide sufficient pressure to completely fill joints as designed.
- C. Masking: Thoroughly and completely mask all joints where the appearance of sealant on adjacent surfaces would be objectionable.
- D. Installation of Sealant: Install the sealant in strict accordance with the manufacturer's recommendations as approved by the Owner, thoroughly filling all joints to the recommended depth.

- E. Tooling: Tool all joints to the profile shown on the details in the drawings. Tooling to be done immediately after sealant application.

#### 3.04 Cleaning Up

- A. Remove masking tape immediately after joints have been tooled.
- B. Keep adjacent surfaces clean and free from sealant as the installation progresses. Use solvent or cleaning agent as recommended by the sealant manufacturer.

- End of Section -