

Request For Bid

St. Charles City-County Library District

Roof Replacement at

Middendorf-Kredell Branch

February 6, 2024

St. Charles City-County Library District

Roof Replacement at Middendorf-Kredell Branch

Request for Bid Schedule

Description:	The St. Charles City-County Library District ("Library") seeks bids to replace the roof at its Middendorf-Kredell Branch located at 2750 Hwy K, O'Fallon, MO 63368.
Web site address:	https://www.stchlibrary.org/bids-and-rfps
Timetable	
Issue Date	Tuesday, February 6, 2024
Mandatory Pre-bid Meeting*	Thursday, February 15, 2024 at 10:00 am 2750 Hwy K, O'Fallon, MO 63368 <i>*Bids will only be accepted from vendors who attend the mandatory pre-bid meeting.</i>
Written Questions Due	Thursday, February 22, 2024 by 3:00 pm
Response to Questions Issued by Addendum	Friday, March 1, 2024 by 2:00 pm https://www.stchlibrary.org/bids-and-rfps
Bids Due	Wednesday, March 13, 2024 by 10:00 am
Public Bid Opening	Wednesday, March 13, 2024 at 10:15 am St. Charles City-County Library District Central Services Office 77 Boone Hills Drive Saint Peters, MO 63376
Notice of Award	Wednesday, March 20, 2024
Bid Delivery Address:	St. Charles City-County Library District Central Services Office Ms. Chris Donnelly Purchasing & Buildings Project Manager PO Box 529 77 Boone Hills Drive St. Peters, MO 63376 <i>Note: Hand-delivered bids are to be placed in the package bin located on the Administrative Office Building loading dock.</i>
Bid Administrator:	Ms. Chris Donnelly Purchasing & Buildings Project Manager 636-441-2300 x1564 cdonnelly@stchlibrary.org

Request For Bid
St. Charles City-County Library District
Roof Replacement at
Middendorf-Kredell Branch

February 6, 2024

The Board of Trustees of the St. Charles City-County District (the "Library") requests the submission of Bids ("Bid" or "Bids") in response to this Request for Bid from qualified businesses for roof replacement (the "Project") for the following location: Middendorf-Kredell Branch, 2750 Hwy K, O'Fallon, Missouri, 63368 (the "Project Locations"). All Bids must be received no later than 10:00 a.m. CT, on Wednesday, March 13, 2024, by:

Ms. Chris Donnelly
Purchasing & Buildings Project Manager
St. Charles City-County Library District
Central Services Office
77 Boone Hills Drive
St. Peters, Missouri 63376

Bidders are responsible for examination of all the documents and requirements for the Project. A Bidder shall complete the Bid as required in this Request for Bids and deliver the completed Bid in a sealed envelope marked "**Roof Replacement at Middendorf-Kredell Branch RFB.**"

To preserve the integrity of the selection process, questions regarding this Request for Bid should only be directed to Ms. Tauquincy Logan by email at tlogan@stchlibrary.org. The email subject line should be "**Roof Replacement at Middendorf-Kredell Branch RFB - Inquiry**". A **Mandatory Pre-Bid Meeting** will be held on **Thursday, February 15, 2024 at 10:00 am CT at the Middendorf-Kredell Branch, 2750 Hwy K, O'Fallon, MO 63368**. The deadline for questions is 3:00 p.m. CT, Thursday, February 22, 2024. Questions will be answered in an addendum posted on the Library's website <https://www.stchlibrary.org/bids-and-rfps> by 2:00 pm CT on Friday, March 1, 2024.

It is anticipated that the Bids will be presented to the Library Board of Trustees at their March 19, 2024, meeting after consideration by the Selection Committee and recommendation to the CEO.

The Library reserves the right to reject any and all Bids and to waive formalities in the best interest of the Library.

BACKGROUND

The Library is a political subdivision of the State of Missouri. The Board of Trustees ("Board of Trustees") of the Library is a body corporate with all the powers and rights of like or similar corporations serving more than 380,000 Library residents.

All management and control of the Library is vested in a Board of Trustees consisting of nine Trustees appointed by the County Executive of St. Charles County or Mayor of the City of St. Charles. The Trustees serve staggered three-year terms.

The Board of Trustees appoints a qualified librarian who holds that office at the Board of Trustees' pleasure as the Chief Executive Officer ("CEO").

- Missouri law prohibits all employers from employing aliens unlawfully present in the United States to perform work within the State of Missouri, including the Project, and Bidders must comply with the provisions relating thereto in Section 285.530 RSMo, as amended.
- State law also requires all employees working on the site of public works projects, including the Project, to have received safety training pursuant to Section 292.675 RSMo, as amended.
- The successful Bidder(s) (contractor and subcontractors) must require all on-site employees to complete the ten-hour construction safety training program required under Section 292.675 RSMo, as amended, if they have not previously completed the program and have documentation of having done so. The successful Bidder(s) will forfeit as a penalty to the Library \$2,500 plus an additional \$100 for each employee employed by the successful Bidder (contractor or subcontractor) for each calendar day or portion thereof, such employee is employed without the required training.
- In accordance with Section 290.250 RSMo, as amended, not less than the prevailing hourly rate of wages, as set out in Annual Wage Order No. 29 attached hereto and made a part of this Request for Bid, must be paid to all workers performing work on the Project. The successful Bidder(s) shall forfeit as a penalty to the Library \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate by the successful Bidder(s) (contractor or any subcontractor).
- Every transient employer must comply with Sections 285.230 through 285.234 RSMo, as amended, when applicable.
- Pursuant to Sections 34.070 and 34.073, the Library prefers to purchase those materials, products and supplies which are produced, manufactured, compounded, made or grown, within the State of Missouri when they are found in marketable quantities and are of a quality suited to the purpose intended, and can be secured

without additional cost over out-of-state products. Quality and fitness of articles will be considered in making purchases or letting contracts. Similarly, in letting contracts for the performance of any job or services, the Library prefers Missouri firms, corporations or individuals, or firms, corporations or individuals which maintain Missouri offices, when the quality of performance promised is equal and the price quoted is the same or less.

Public entities, as well as the successful Bidder(s), shall comply with these laws. Failure to comply with many of these laws constitutes a misdemeanor for the successful Bidder(s). The purpose of these laws is to protect the tax base, keep workers safe and ensure that construction remains a high-skilled enterprise.

The Library is a Tax Exempt entity and the submitted Bid is to be without Missouri sales tax. The Library will supply the successful Bidder(s) with a Certificate of Exemption from the Missouri Sales Tax.

In addition to the general requirements listed above, the successful Bidder(s) shall comply with all laws, ordinances, regulations, applicable zoning and building requirements, and orders of federal, state, county, and local governing authorities pertaining and applicable to each Project Location, the successful Bidder(s) and/or the Library.

Applicable insurance coverage must be provided by the successful Bidder before any work can be started on the Project.

Contractor shall have full continuing responsibility to expedite and ensure delivery as required, receive, store and install materials and equipment in accordance with the Contract Documents, protect and maintain them in proper condition and repair, replace and make good any damage thereto without cost to the Library until the work is accepted.

These general requirements, this Request to Bid, the Bid Form, attached hereto as Exhibit A and the specifications, drawings, schedules and instructions of the Project shall be incorporated in the contract and/or purchase order signed by the parties should the Bidder be awarded a contract under this Request for Bid. The Library contract with the successful Bidder shall be in substantially the form as the sample Agreement attached hereto as Exhibit B.

SCOPE OF WORK

The following Scope of Work provides an overview of the terms and conditions being sought by the Library for the Project:

Roof Replacement at Middendorf-Kredell Branch

GENERAL NOTES:

- All work and services are to be performed by fully insured, qualified and trained journeyman workers with extensive experience of roof assembly and accessory replacements of this type, size and magnitude.
- All work and the workplace (site) shall be kept neat and clean throughout the execution of this project. All work shall be performed continuously by fully manned crews until completion.
- Proper and continuous communications with the owner's representatives is paramount and required.
- Contractor to verify field dimensions and suitability.
- All specialty work, masonry, electrical, mechanical, lightning protection and plumbing to be performed by a licensed technician as part of the contract.
- Dispose of materials legally per OSHA, EPA and NESHAP regulations. (Provide waste manifest when asbestos is involved.)
- Examine substrate and verify conditions are satisfactory to receive the new roof system.
- Advise Owner's representative of any areas unsuitable prior to commencement of installation.
- Install new treated wood as necessary.
- Fastener pullout testing as necessary to comply with manufacturer's published requirements. Perform and record pull tests according to ANSI/SPRI FX-1.
- Night seals shall be installed daily and removed prior to the commencement of work.
- Contractor shall protect the building and roofing components during all phases of construction. At no time shall the building be left in an un-watertight condition overnight.
- Nails penetrating treated wood shall be hot-dipped galvanized annular nails conforming to ASTM A-153.
- Screws installed in treated wood shall be stainless steel self-tapping screws, compatible with the metal being fastened.
- National Roofing Contractor Association thermoset roof details are the basis of design.
- Owner to authorize hours for construction activity.

SCOPE OF WORK:

Base Bid for adhered EPDM roof system, approximately 30,000 square feet at the main roof area. (See Detail A)

1. Remove existing gravel, wall flashing & curb base flashings and dispose of legally.
2. Owner's representative and Contractor shall inspect insulation substrate and designate any areas where existing 2.25" insulation is wet or damaged. Remove and replace as detected.
3. Furnish and install new 4'x8'x3" polyisocyanurate roof insulation, mechanically attached to the steel deck. Fastening pattern shall comply with Manufacturer's I-90 wind uplift requirements and corner and perimeter fastening shall be enhanced to meet ASCE-7 design criteria. All polyisocyanurate insulation shall be glass facer meeting ASTM C 1289- 06, Type II, Class 1, Grade 2 (20 psi).
4. Polyisocyanurate crickets and saddles need to be installed at the high sides of units and between water outlets. All polyisocyanurate insulation shall be glass facer meeting ASTM C 1289-06, Type II, Class 21 Grade 2 (20 psi). Reuse of dry crickets & saddles at the scuppers is permissible.
5. Install one layer of 1/2"x4'x4' HD iso cover board, Type II, Class 4, Grade 1, in two-part urethane adhesive. Attachment pattern shall comply with Manufacturer's I-90 wind uplift requirements and corner and perimeter fastening shall be enhanced to meet ASCE-7 design criteria.
6. Form 4' sump at all scupper locations. Furnish and install tapered edge strip to create 1/2' to zero smooth transition.
7. Furnish and install .060 Fully Adhered EPDM Class A fire rated roof system according to manufacturers' published specifications and requirements. Adhesive shall be aerosol or other low odor material.
8. Furnish & install 3/4" plywood at all masonry walls. Fasten plywood 1 every square foot.
9. Furnish and install new ES-1 rated coping cap metal as specified at perimeters. No shop fabricated coping.
10. Furnish and install new scuppers, collector boxes and downspouts.
11. Furnish and install seven new Vellux CS 2 polycarbonate skylights. Size to match existing curbs. (approximately 4'x4')
12. Furnish and install one ships-ladder at location selected by owner. Engineered Fall Protection Parapet Type Fixed Ladder is the basis of design.
13. Furnish manufacturer's Twenty-year material & workmanship warranty with 72mph wind coverage. Manufacturer's warranty must include coping cap.

SHEET METAL:

- Furnish and install new coping cap, scuppers, collector boxes and downspouts

fabricated from 24 gauge Kynar coated steel. Color to be selected by owner from manufacturer's standard color offering.

- Slip flash standing seam wall with Kynar coated steel.
- All sheet metal design, fabrication and installation to be performed by a qualified sheet metal contractor who employs fully insured journeyman "sheet metal workers" with extensive experience in the design and installation of commercial/industrial systems.
- All sheet metal fabrication and work to be performed in accordance with the SMACNA sheet metal manuals, manufacturer's specifications, local building codes (sheet metal, drainage and plumbing), whichever is more stringent.

BID REQUIREMENTS

1. The Bid must arrive no later than **10:00 am CT on Wednesday, March 13, 2024**. *No Bid will be accepted from a contractor who has not attended the mandatory pre-bid meeting held at 10:00 am CT on Thursday, February 15, 2024.* No bids will be accepted after this time and any Bid arriving after this time will be returned unopened.
2. The Bid shall be delivered by mail, overnight delivery, or in-person* to:

Ms. Chris Donnelly
Purchasing & Buildings Project Manager
St. Charles City-County Library District
Central Services Office
77 Boone Hills Drive
St. Peters, Missouri 63376

*Note: In-person deliveries should be placed in the package delivery bin on the Library's Central Services Office loading dock.

3. The Bid shall bear the following legend:

Roof Replacement at Middendorf-Kredell Branch RFB

4. Each Bidder shall submit one complete copy of the Bid and one "public/press" copy of the Bid from which the individual or firm should redact any information which it deems confidential or proprietary. The Bid must clearly and easily identify the individual or firm and contain the name, address, and a telephone number of its principal spokesperson, which may be released by the Library as public information as required by applicable law and/or Library policy.
5. Any Bidder desiring an explanation or interpretation of this Request for Bid must request it in writing no later than **3:00 pm on Thursday, February 22, 2024**, and such request should be emailed only to Tauquincy Logan, Facilities and Logistics Manager, at tlogan@stchlibrary.org.
6. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a Bidder concerning a solicitation will be furnished promptly to all other Bidders as an addendum of this Request for Bid, if that information is necessary in submitting Bids or if the lack of it would be prejudicial to any other prospective Bidders. It is the responsibility of all Bidders to check the Library website <https://www.stchlibrary.org/bids-and-rfps> for all issued Addenda prior to responding to this RFB.
7. If this Request for Bid is amended, then all terms and conditions which are not modified shall remain unchanged. Bidders shall acknowledge receipt of addendums to this

Request for Bids by identifying the addendum number and date in Section A of the Bid Form.

8. No Bid shall be withdrawn for a period of 90 days subsequent to the opening of the Bid without prior written consent of the Library.
9. The **COVER LETTER** must indicate that the signer is authorized to bind the Bidder contractually and must identify the title or position of the signer. The **COVER LETTER** shall also contain the following:
 - (i) The Bidder's name, address, telephone number and email address;
 - (ii) A statement that (a) the Bidder is willing and able to provide the goods and services required for a successful engagement; (b) the Bidder has read and understands the Request for Bid; (c) the Bidder has visited and examined the Project Location; and (d) the Bid is made in accordance with the Request for Bid and is based upon the materials, products, systems and equipment required by the Request for Bid;
 - (iii) The name of the individual within the Bidder, who will be the primary contact concerning this engagement;
 - (iv) Copies of all license(s) from any applicable governing authority to do business at the Project Location and certificate of good standing from the State of Missouri, as applicable;
 - (v) Bid security in the form of a bid bond or cashier's check of not less than 5% of the Bid amount; and
 - (vi) Documentation and sworn affidavit with respect to employees working in connection with the Bid, affirming enrollment in a Federal Work Authorization Program.
10. Any unsigned submission shall be rejected.
11. Provide a Labor Rate Work Sheet for each applicable trade that clearly breaks down how the values of straight, overtime and double time are derived. Provide any terms of premium time and the rate effective dates. These rates may be used for Add Services.
12. The Library is not liable for any cost incurred by the Bidder prior to issuance of a legally executed contract by the Library and/or purchase order authorized by the Library.
13. RFB Responses – All materials submitted by the Bidder in response to this RFB become the sole property of the Library upon receipt. The material contained in the Bids will be

appended to the final contract, further defining the contractual responsibilities of the successful Bidder.

14. Contractor shall obtain and execute a performance & payment bond in the amount of 100% of the contract price.

SELECTION PROCEDURES

1. **Bids will be accepted by mail, overnight delivery, or in-person by 10:00 am CT on Wednesday, March 13, 2024.**
2. A Public Bid Opening will be conducted at **10:15 am CT on Wednesday, March 13, 2024**, at the St. Charles City-County Library District's Central Services Office located at 77 Boone Hills Drive, Saint Peters, Missouri, 63376. The Bid Opening will be documented and the results, once complete, will be posted on the website for viewing.
3. Bids shall be referred to and reviewed by a Selection Committee composed of members selected by the CEO.
4. Bids that fail to adhere to the requirements of this Request for Bid may result in the Bid being disqualified as non-responsive.
5. The Selection Committee will determine the lowest and best Bid. In determining the best Bid, among other factors, the Library may consider all factors in this Request for Bid including, but not limited to, the location of the Bidder and prior performance.
6. The Selection Committee will make a recommendation to the CEO, who will make a recommendation to the Board of Trustees.

AWARD

1. The Board of Trustees reserves the right to cancel this Request for Bid or to reject any and all Bids and to waive formalities in the best interest of the Library.
2. The Board of Trustees reserves the right to split awards, make multiple awards and to reject any and all Bids.
3. Subject to the rights reserved by the Library, an award will be made by the Board of Trustees to the Bidder(s) determined to be the lowest and best Bid.
4. All Bidders will be notified of the Library's selection as soon as possible.
5. The successful Bidder(s) will be issued a Notice of Award. Within five (5) business days, the successful Bidder(s) shall provide the following minimum documentation:

(a) Proof of the appropriate insurance coverage:

- i. General Liability – Commercial general liability insurance must include bodily injury and property damage liability, independent contractor's liability, and contractual liability.
 - a. \$1,000,000 each occurrence/\$1 million general aggregate
- ii. Worker's Compensation and Employee Liability – Missouri statutory amount (mandatory)
- iii. Auto
 - a. \$1,000,000 combined single limits
- iv. Additional Endorsement: Additional Named Insured:

St. Charles City-County Library District
77 Boone Hills Drive
Saint Peters, MO 63376

Vendors and Contractors shall name the St. Charles City-County Library as an additional insured on their general and auto liability insurance policies. Proof of insurance must be on file before a vendor is allowed access to Library facilities.

(i)

(b) Federal Identification Number.

(c) Evidence that the Bidder is authorized to do business in Missouri and at each Project Location.

EXHIBIT A

BID FORM

**Base Bid for Replacement with EPDM
~30,000 sq.'** \$ _____

Owner's option, seven new skylights \$ _____

Unit cost for metal deck replacement/repair \$ _____

Unit cost for 2.25" polyiso insulation over 1,000 sq' \$ _____

Unit cost for dimensional lumber/board foot \$ _____

Bidder Acknowledges Receipt of Addenda:

Yes / No 1. _____ 2. _____

Bids need to be submitted to:

**Ms. Chris Donnelly
Purchasing & Buildings Project Manager
St. Charles City-County Library
Central Services Office
77 Boone Hills Dr., St. Peters, MO 63376**

***Note:** In-person deliveries should be placed in the package delivery bin on the Library's Administrative Office loading dock.

Due date*: Wednesday, March 13, 2024 by 10:00 am CT

****Bids will only be accepted from vendors who attend the mandatory pre-bid meeting.***

The undersigned further agrees and understands that the Owner has the right to reject all bids, to waive technicalities or other requirements for its benefits, and to accept the bid that is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rule of any group, association or corporation;

The bid is firm and cannot be withdrawn for a period of thirty (30) calendar days;

That there has been no attempt on its part to directly or indirectly induce or solicit any other vendor to submit a false or sham bid;

That there has been no attempt on its part to solicit or induce any person, firm, or corporation to refrain from submitting a bid;

And that it has not sought by collusion or otherwise to obtain for it any advantage over any other bidder or over the Owner.

In submitting this Bid the Bidder agrees:

- A. To hold its bid open for thirty (30) calendar days after the bid date.
- B. To accept the provisions of the Bid Documents.
- C. To enter into and execute an Agreement in the form in the Bid Documents.
- D. To provide its services in accord with the Contract Documents, including all submittals.
- E. To complete its services within the time specified.
- F. To comply with laws and regulations.

The Bidder certifies the following to induce the Owner to receive and consider its Bid:

- A. Neither it nor its subcontractors and suppliers are currently debarred, suspended or otherwise ineligible for public work.
- B. It has all current licenses to perform its work.
- C. If it is a corporation, it is currently in good standing in its state of incorporation and is authorized to do business in the State of Missouri.
- D. It has sufficient insurance coverage to satisfy the requirements in the Contract Documents.
- E. To its best knowledge and belief, it will self-perform _____% of the Work.

Name: _____

Company: _____

Email: _____

Phone Number: _____

Date: _____

Signature: _____

Supporting Documents:

Keyed Drawings – Page 17

Detail A – Page 18

Pipe Boot – Page 19

EPDM Field Fab Stack - Page 20

Slip Flash Curb - Page 21

Slip Flash Wall - Page 22

Pipe Support – Page 23

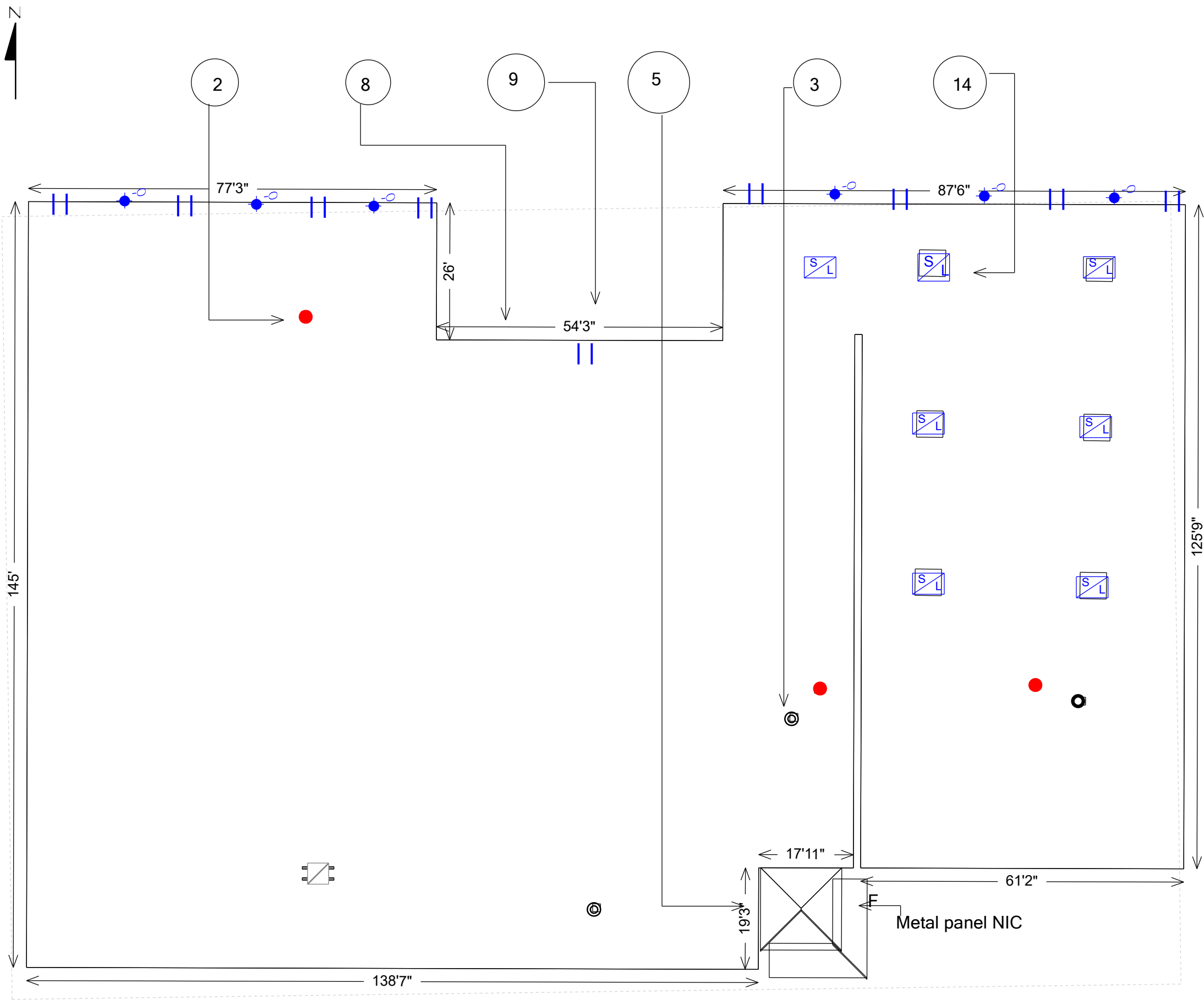
Coping Cap - Page 24

Scupper - Page 25

Curb - Page 26

EPDM - Pages 27-35

Metals - Page 36-39



Legend

Control Joint Expansion Joint

Roof Top Units

HVAC on Sleepers Skylight

Projections

Plumbing Stack Hot Stack
Pitch Pan Metal Sleeve Stack

Drainage

Overflow scupper Scupper

* Note: -U indicates an unused item

Notes

All details are typical.

CSRC

16209 Pepper View CT, Wildwood, MO
Tel: (314) 560-3038 Fax: (636) 216-0096

Project
2750 Highway K, O'Fallon, MO 63368

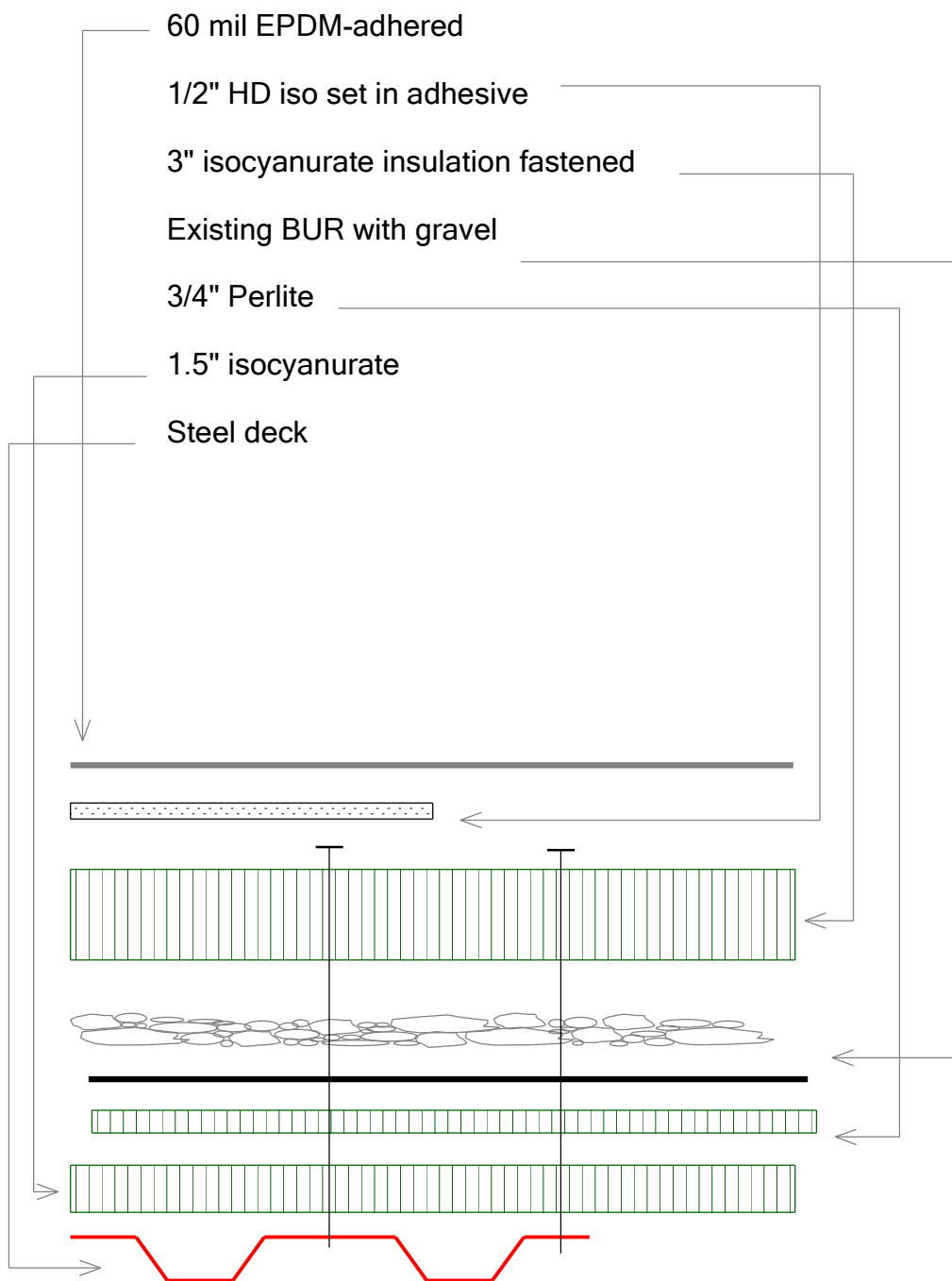
Customer
St Charles City & County Library

DWG. By
JM

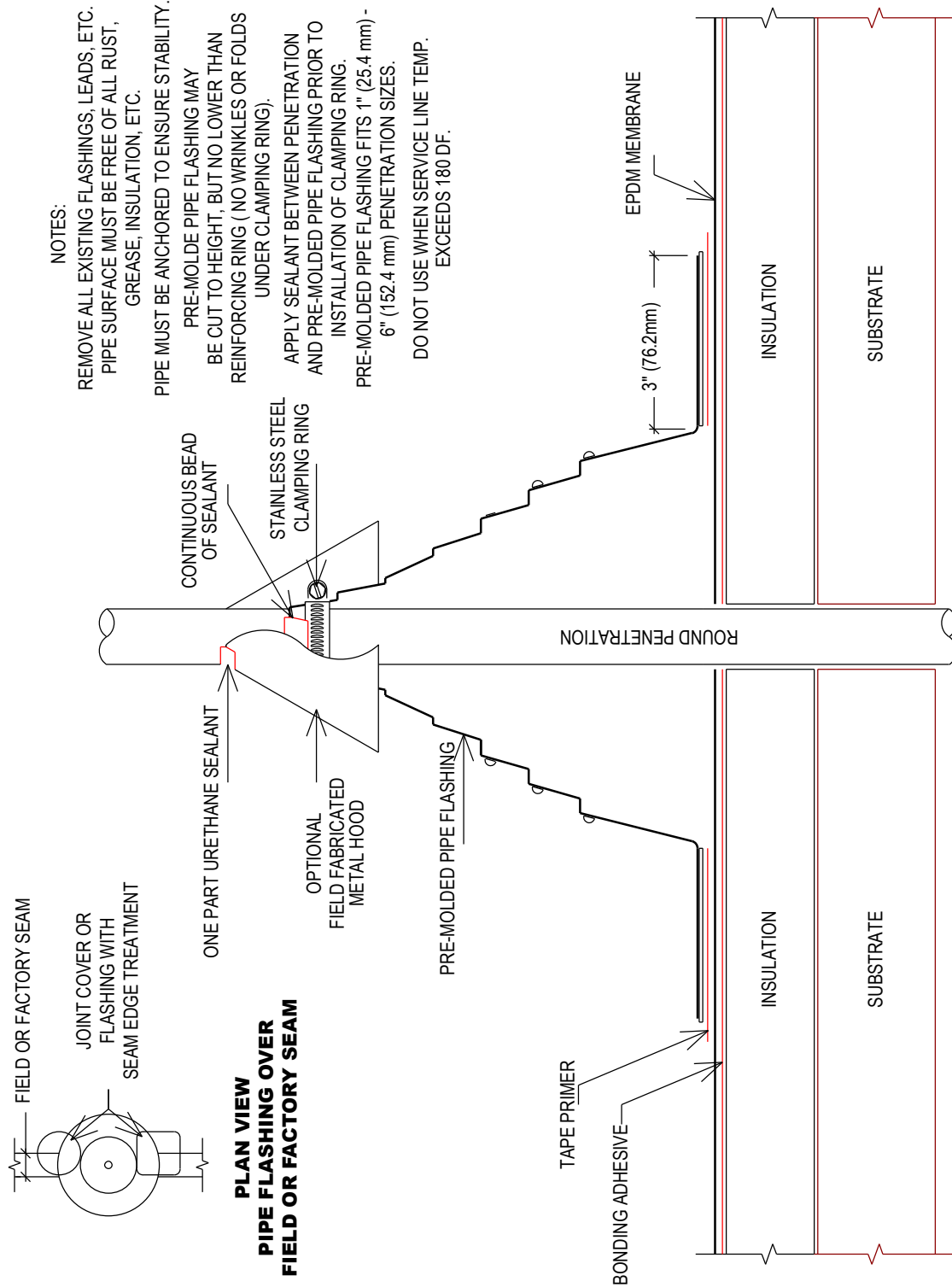
Date
December 19, 2023

Scale
1"=20'

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DETAIL NUMBER: A	DATE: 12/22/2023	COMPANY: CSRC
	Drawn By: JM	
	SCALE: NTS	PROJECT: 2750 Highway K, 63368



NOTES:

REMOVE ALL EXISTING FLASHINGS, LEADS, ETC.
PIPE SURFACE MUST BE FREE OF ALL RUST,
GREASE, INSULATION, ETC.

PIPE MUST BE ANCHORED TO ENSURE STABILITY.

PRE-MOLDED PIPE FLASHING MAY
BE CUT TO HEIGHT, BUT NO LOWER THAN
REINFORCING RING (NO WRINKLES OR FOLDS
UNDER CLAMPING RING).

APPLY SEALANT BETWEEN PENETRATION
AND PRE-MOLDED PIPE FLASHING PRIOR TO
INSTALLATION OF CLAMPING RING.

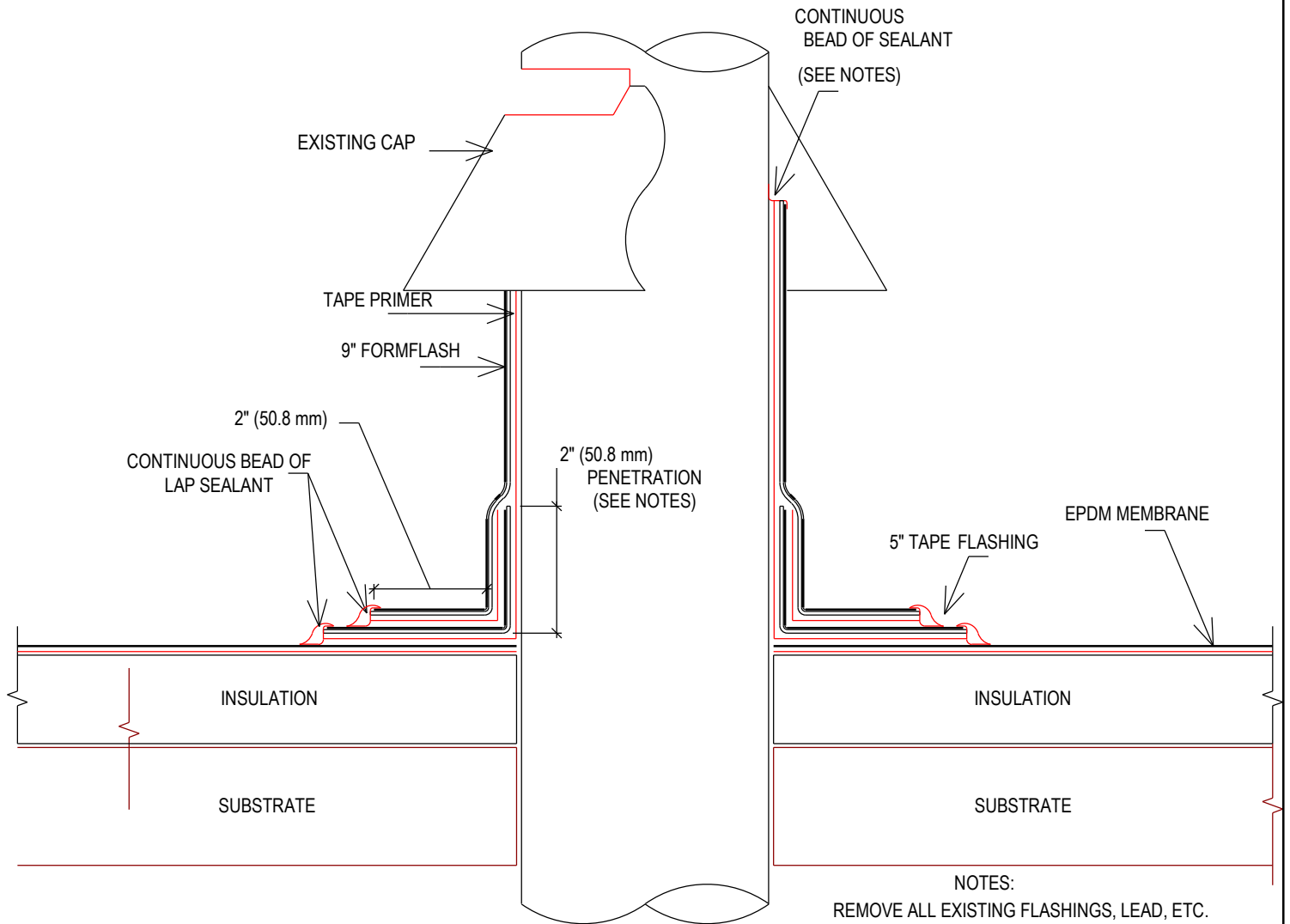
PRE-MOLDED PIPE FLASHING FITS 1" (25.4 mm) -
6" (152.4 mm) PENETRATION SIZES.

DO NOT USE WHEN SERVICE LINE TEMP.
EXCEEDS 180 DF.

PENETRATION WITH TAPE PIPE FLASHING

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DETAIL NUMBER:	DATE:	COMPANY:	
	12/8/2020	Central States Roof Consulting	
	Drawn By:	PROJECT:	
2	JM	St Charles City-County Library	
	SCALE:		
	NTS		

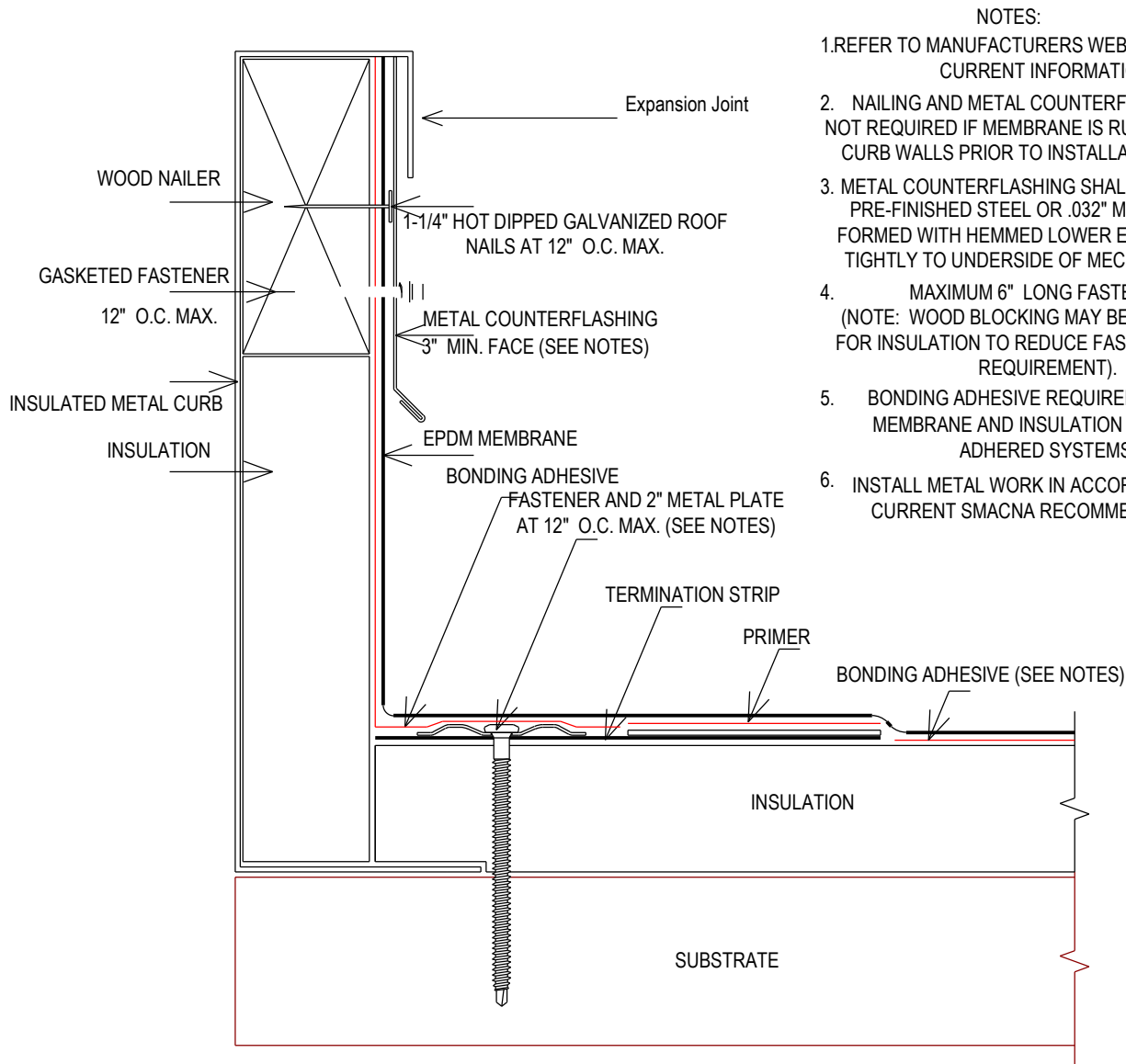


PENETRATION WITH FIELD FABRICATED FLASHING

- NOTES:
- REMOVE ALL EXISTING FLASHINGS, LEAD, ETC.
 - PIPE SURFACE MUST BE FREE OF ALL RUST, GREASE, INSULATION, ETC.
 - PIPE MUST BE ANCHORED TO ENSURE STABILITY.
 - CLAMPING RING AROUND TOP OF FORMFLASH NOT ACCEPTABLE.
 - APPLY LAP SEALANT AROUND ENTIRE PERIMETER OF FLASHING.

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DETAIL NUMBER: 3	DATE: 12/8/2020	COMPANY: Central States Roof Consulting
	Drawn By: JM	PROJECT: St Charles City-County Library
	SCALE: NTS	

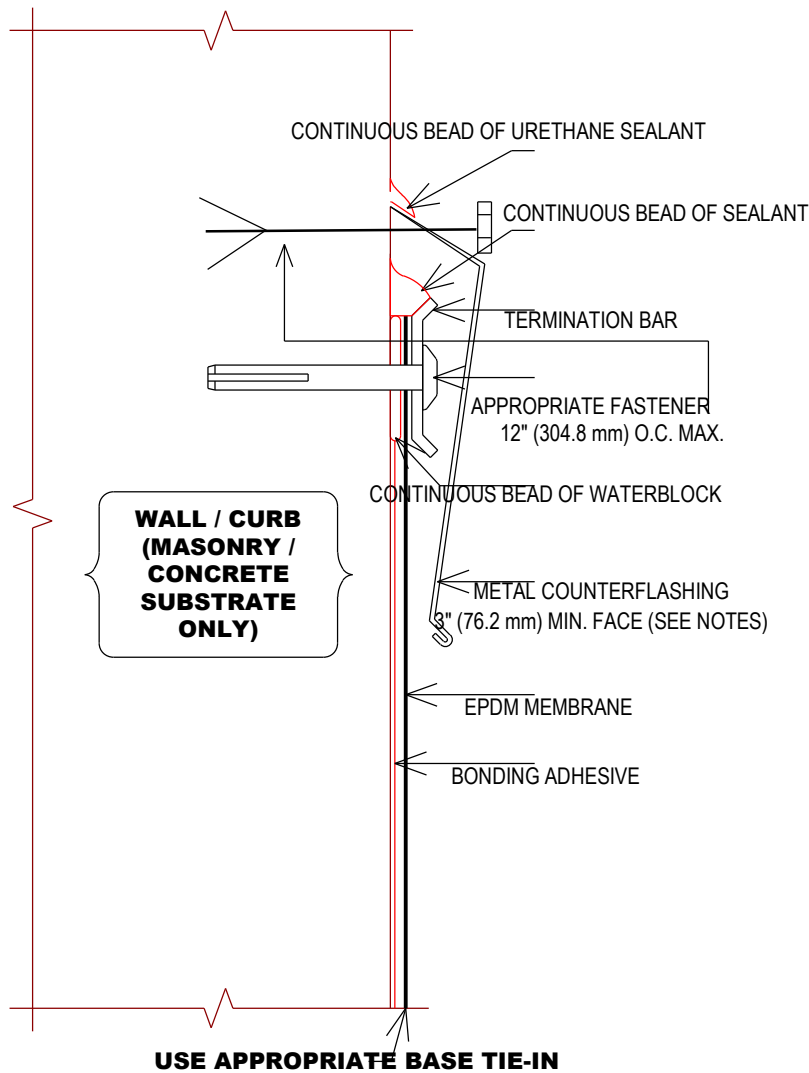


- NOTES:
1. REFER TO MANUFACTURERS WEBSITE FOR MOST CURRENT INFORMATION.
 2. NAILING AND METAL COUNTERFLASHING ARE NOT REQUIRED IF MEMBRANE IS RUN UP AND OVER CURB WALLS PRIOR TO INSTALLATION OF R.T.U.
 3. METAL COUNTERFLASHING SHALL BE 24 GAUGE PRE-FINISHED STEEL OR .032" MIN. ALUMINUM FORMED WITH HEMMED LOWER EDGE MOUNTED TIGHTLY TO UNDERSIDE OF MECHANICAL UNIT.
 4. MAXIMUM 6" LONG FASTENERS. (NOTE: WOOD BLOCKING MAY BE SUBSTITUTED FOR INSULATION TO REDUCE FASTENER LENGTH REQUIREMENT).
 5. BONDING ADHESIVE REQUIRED BETWEEN MEMBRANE AND INSULATION FOR FULLY ADHERED SYSTEMS.
 6. INSTALL METAL WORK IN ACCORDANCE WITH CURRENT SMACNA RECOMMENDATIONS.

TERMINATION AT EXISTING EXPANSION JOINT
SLIP-FLASHING (UNIT FLANGE MOUNTED TO SUBSTRATE)

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4.	DETAIL NUMBER:	DATE: 10/31/2022	COMPANY: CENTRAL STATES ROOF CONSULTING
		Drawn By: JM	
		SCALE: NTS	PROJECT: St Charles City-County Library



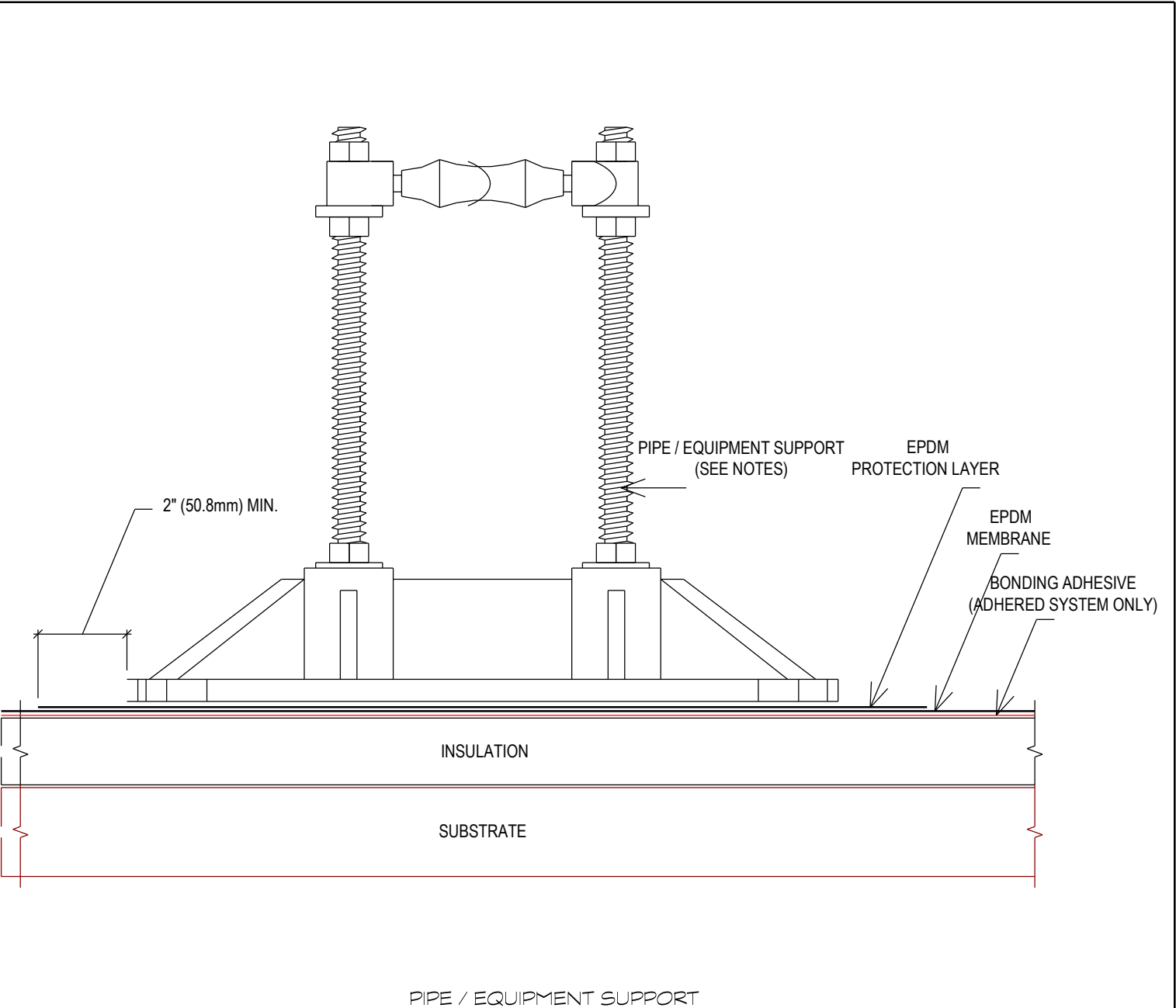
NOTES:

1. WATER BLOCK APPLIED AT THE RATE OF 10 LINEAR FEET PER TUBE.
2. METAL COUNTERFLASHING SHALL BE .032" MIN. ALUMINUM FORMED WITH HEMMED LOWER EDGE.
3. INSTALL TERMINATION BAR WITH 1/4" (6.4 mm) GAP BETWEEN ADJOINING SECTIONS.
4. TERMINATION BAR MUST BE CUT AT INSIDE AND OUTSIDE CORNERS. DO NOT BEND AROUND CORNERS.
5. TERMINATION BAR MUST BE FASTENED WITHIN 1" (25.4 mm) MAX. OF ALL SECTION ENDS. INSTALL METAL WORK IN ACCORDANCE WITH CURRENT SMACNA RECOMMENDATIONS.

TERMINATION WITH SURFACE MOUNTED REGLET COUNTERFLASHING
AND TERMINATION BAR

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DETAIL NUMBER: 5	DATE: 12/28/2023	COMPANY: Central States Roof Consulting
	Drawn By: JM	PROJECT: St Charles City & County Library
	SCALE: NTS	



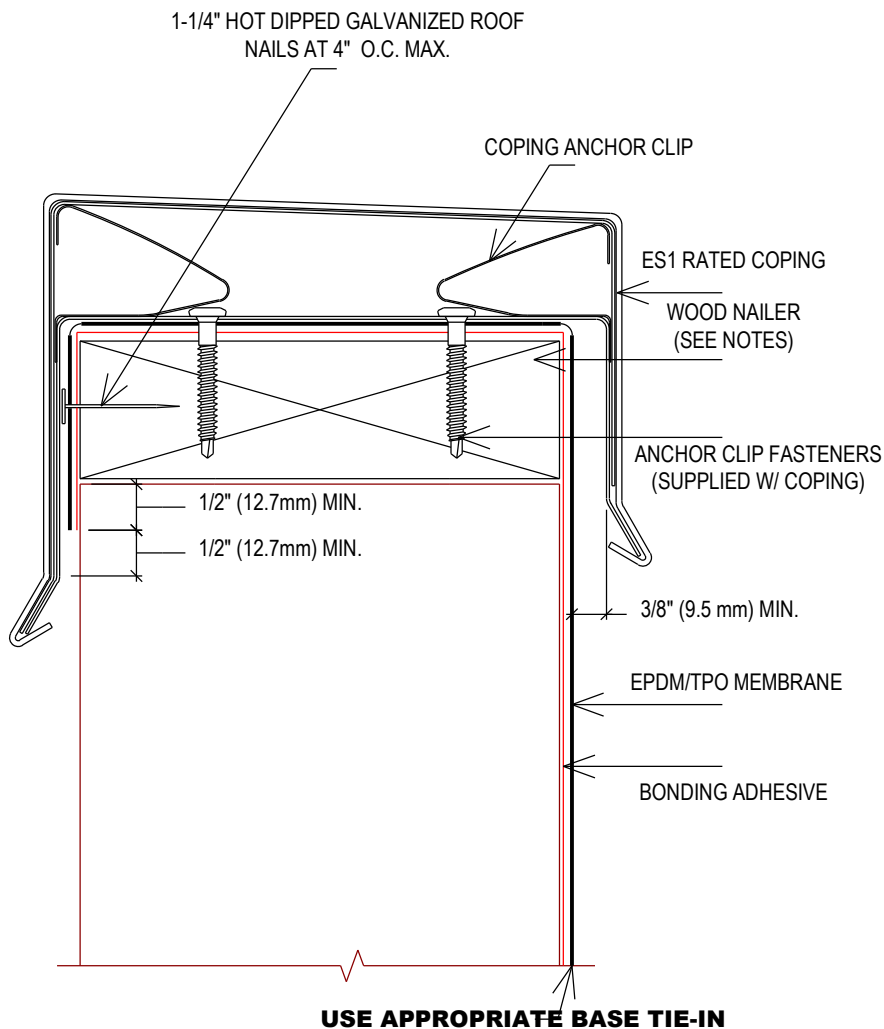
PIPE / EQUIPMENT SUPPORT

NOTES:

DO NOT INSTALL SUPPORTS OVER BATTEN STRIPS, FASTENER HEADS, METAL PLATES OR FIELD SEAMS.

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7.	DETAIL NUMBER:	DATE: 12/8/2020	COMPANY: Central States Roof Consulting
		Drawn By: JM	
		SCALE: NTS	PROJECT: St Charles City-County Library



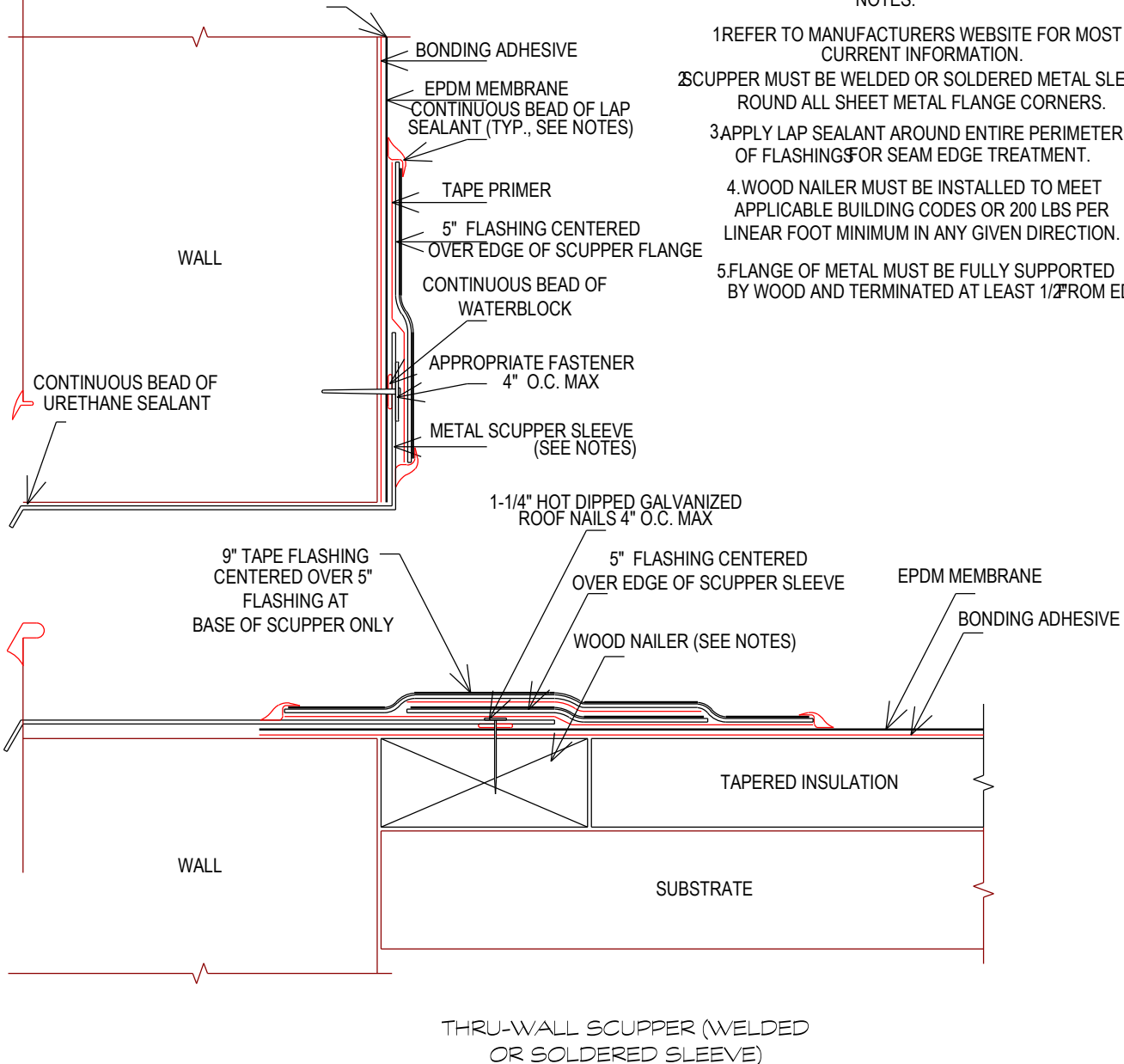
NOTES:

1. REFER TO MANUFACTURERS WEBSITE FOR MOST CURRENT INFORMATION.
2. ANY ES1 RATED METAL COPING IS ACCEPTABLE FOR USE IN THIS DETAIL PROVIDED FABRICATION AND INSTALLATION IS IN ACCORDANCE WITH CURRENT SMACNA RECOMMENDATIONS. WATERTIGHT INTEGRITY OF WALL AND METAL COPING SHALL BE ENSURED BY MEMBRANE MANUFACTURER AN INCLUDED IN WARRANTY
3. WOOD NAILER MUST BE INSTALLED TO MEET APPLICABLE BUILDING CODES OR 200 LBS PER LINEAR FOOT MINIMUM IN ANY GIVEN DIRECTION.
4. FASTEN COPING CLEAT AS PER SUPPLIED INSTRUCTIONS.

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DETAIL NUMBER: 8	DATE: 5/9/2021	COMPANY: CENTRAL STATES ROOF CONSULTING
	Drawn By: JM	PROJECT: St Charles City-County Library
	SCALE: NTS	

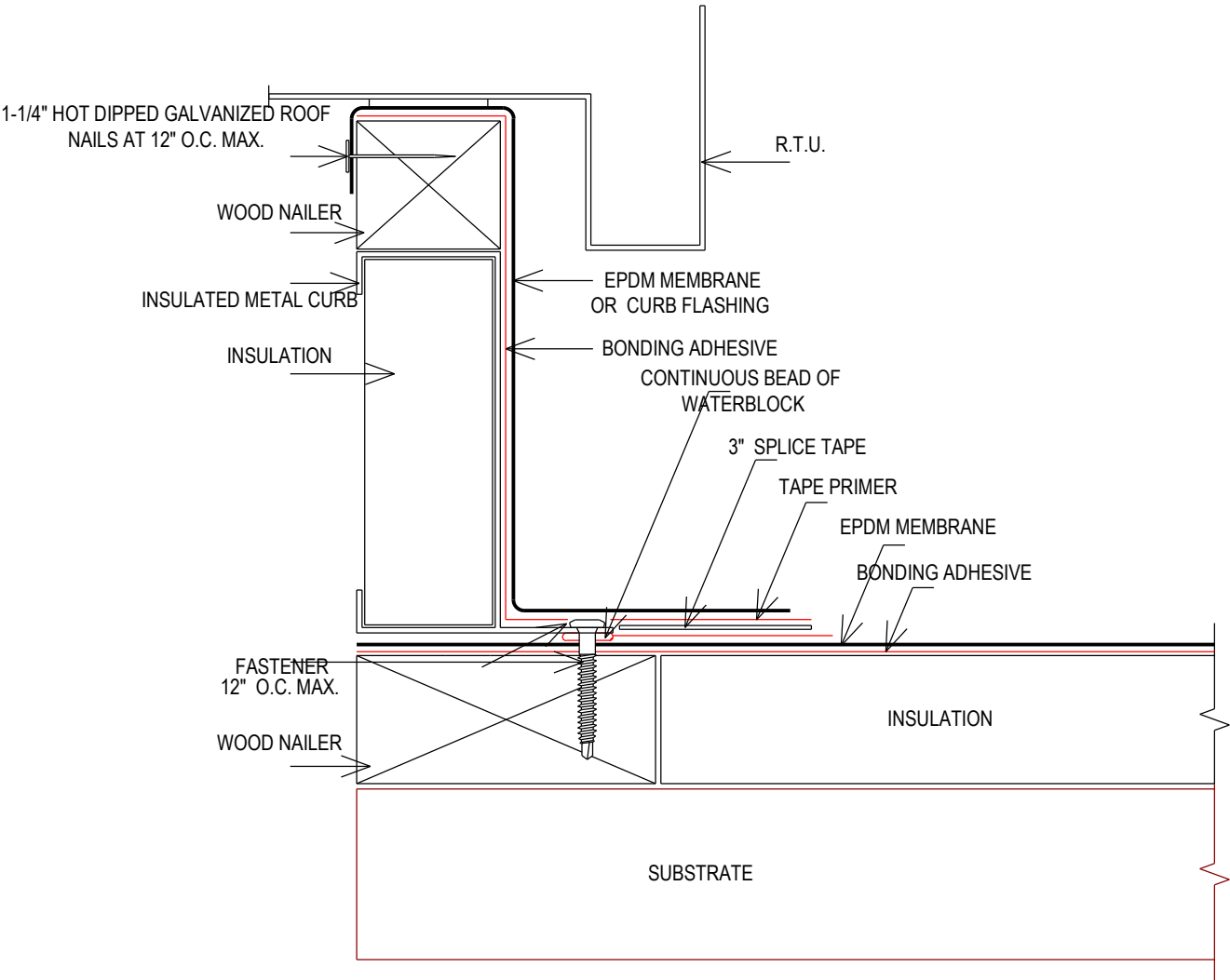
USE APPROPRIATE TERMINATION



THRU-WALL SCUPPER (WELDED OR SOLDERED SLEEVE)

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DETAIL NUMBER:	DATE: 5/10/2021	COMPANY:
9	Drawn By: JM	CENTRAL STATES ROOF CONSULTING
	SCALE: NTS	PROJECT: St Charles City-County Library



TERMINATION AT R.T.U.
(UNIT FLANGE ABOVE MEMBRANE)

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DETAIL NUMBER: 14	DATE: 2/15/2019	COMPANY:
	Drawn By: JM	CENTRAL STATES ROOF CONSULTING
	SCALE: NTS	PROJECT: St Charles City-County Library

SECTION 07530

THERMOSET (EPDM) MEMBRANE ROOFING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Thermoset Membrane Roofing.
- B. Membrane Flashings.
- C. Metal Flashings.
- D. Roof Insulation.

1.2 RELATED SECTIONS

- A. Section 07710 - Sheet Metal Flashing and Trim: Metal flashing and counter flashing installation and requirements.

1.3 REFERENCES

- A. American Society of Civil Engineers (ASCE) - ASCE 7 - Minimum Design Loads for Buildings and Other Structures, Current Revision.
- B. ASTM International (ASTM):
 - 1. ASTM C 1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board.
 - 2. ASTM D 41 - Standard Specification for Asphalt Primer Used in Roofing, Dampproofing, and Waterproofing.
 - 3. ASTM D 412 - Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers-Tension.
 - 4. ASTM D 624 - Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers.
 - 5. ASTM D 816 - Standard Test Methods for Rubber Cements.
 - 6. ASTM D 4637 - Standard Specification for EPDM Sheet Used In Single-Ply Roof Membrane.
 - 7. ASTM E 96 - Standard Test Methods for Water Vapor Transmission of Materials.
- C. Factory Mutual (FM Global):
 - 1. Approval Guide.
 - a. Factory Mutual Standard 4470 - Approval Standard for Class 1 Roof Covers.
 - b. Loss Prevention Data Sheets 1-28, 1-29.
- D. International Code Council (ICC):
 - 1. International Building Code (IBC).
- E. National Roofing Contractors Association (NRCA) - Low Slope Roofing and Waterproofing Manual, Current Edition.
- F. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) -

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Architectural Sheet Metal Manual.

- G. Underwriters Laboratories (UL):
 - 1. TGFU R1306 - "Roofing Systems and Materials Guide".
 - 2. UL-790 - Standard Test Method for Fire Tests of Roof Coverings.

1.4 DESIGN CRITERIA

- A. Wind Uplift Performance:
 - 1. Roof system is designed to withstand wind uplift forces as calculated using the current revision of ASCE-7.
 - 2. Roof system is designed to achieve 30 psf of uplift resistance in the field.
 - 3. Comply with Manufacturer's 72 mph wind warranty requirements.
- B. Fire Resistance Performance:
 - 1. Roof system will achieve a UL Class A rating when tested in accordance with UL-790.
- C. Thermal Performance: Roof system will achieve a minimum R value not less than 30 consisting of existing and new polyisocyanurate.
- D. Drainage: Provide a roof system with positive drainage where all standing water dissipates within 48 hours after precipitation ends.
- E. Building Codes:
 - 1. Roof system will meet the requirements of all federal, state and local code bodies having jurisdiction

1.5 SUBMITTALS

- A. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
- B. Detail Drawings:
 - 1. Submit approved plan, section, elevation or isometric drawings which detail the appropriate methods for all flashing conditions found on the project.
 - 2. Coordinate approved drawings with locations found on the Contract Drawings.
- C. Selection Samples: For each finish product specified, two complete sets of chips representing manufacturer's full range of available colors, membranes, and thicknesses.
- D. Verification Samples: For each finish product specified, two samples, minimum size 4 inches (100 mm) square representing actual product, color, and patterns.

1.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications: All primary products specified in this section will be supplied by a single manufacturer with a minimum of twenty (20) years experience.
- B. Installer Qualifications:
 - 1. All products listed in this section are to be installed by a single installer with a minimum of five (5) years demonstrated experience in installing products of the same type and scope as specified.
 - 2. Installer must be capable of extending the Manufacturer's No Dollar Limit

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guarantee.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Store and dispose of hazardous materials, and materials contaminated by hazardous materials, in accordance with requirements of local authorities having jurisdiction.

1.8 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.9 WARRANTY

- A. At project closeout, provide to Owner or Owners Representative an executed copy of the manufacturer's Total-System warranty, outlining its terms, conditions, and exclusions from coverage.
 - 1. 20 years.
 - 2. Coverage to be extended to include wind resistance up to 72 mph.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Carlisle SynTec, which is located at: P. O. Box 7000; Carlisle, PA 17013.
- B. Firestone Building Products, 250 West 96th Street, Indianapolis, IN.
- C. Johns Manville Roof Systems: 717 17th Street, Denver, CO
- D. Versico LLC P.O. Box 1289 Carlisle, PA 17013

2.2 SCOPE / APPLICATION

- A. Roof System: Provide a waterproof roof system, capable of withstanding uplift forces as specified in this section.
 - 1. Membrane Attachment: Fully Adhered.
- B. Base Flashing: Provide a waterproof, fully adhered base flashing system at all penetrations, plane transitions and terminations.
- C. Insulation: Provide a roof insulation system beneath the finish membrane.

2.3 INSULATION

- A. Polyisocyanurate HP-H: Rigid board with fiber reinforced facers on sides, meeting or exceeding the requirements of ASTM C 1289-06 Type II, Class 1, and Grade 2.
 - 1. Compressive Strength: 20 psi.
 - 2. Density: 2 lb per cubic foot (24 kg/cu m) minimum.
- B. ½"x4'x4' HD iso cover board, Type II Class 4, Grade 1, in two-part urethane adhesive.

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2.4 INSULATION ADHESIVE

- A. A spray or extruded applied, two-component polyurethane, low-rise expanding foam adhesive used for attaching approved insulations to compatible substrates (concrete, cellular lightweight insulating concrete, gypsum, cementitious wood fiber, wood or steel) or existing smooth or gravel surfaced BUR, modified bitumen or cap sheets.
- B. OlyBond 500 BA - A two-component, polyurethane, low-rise expanding adhesive used to bond insulation to various substrates using a mechanical dispenser system.

2.5 ETHYLENE, PROPYLENE, DIENE TERPOLYMER (EPDM) MEMBRANE

- A. Non-Reinforced Membrane: Cured, non-reinforced EPDM membrane meeting the requirements of ASTM D 4637 Type I.
 - 1. Color: Black.
 - 2. Membrane Thickness: 60 mil nominal.
 - 3. Sheet Dimensions:
 - a. Width: 20 feet (3.05 m) maximum.
 - b. Length: 100 feet (30.5 m) maximum.
 - 4. Performance:
 - a. Tensile Strength: 1550 psi (10.7 MPa) minimum.
 - b. Tear Resistance: 200 lbf/in (35 kN/m) minimum.
 - c. Elongation: 480 percent.

2.6 FLASHING ACCESSORIES

- A. Pressure-Sensitive Pipe Seals with Factory-Applied TAPE on the deck flange are available for use with roofing systems.
- B. Pourable Sealer Pocket: Pre-fabricated Pourable Sealer Pocket consisting of a 2 inch (51 mm) wide plastic support strip with Factory-Applied, adhesive backed uncured Flashing.
- C. Inside/Outside Corner: A 7" by 9" precut 60-mil thick Flashing with a 35-mil Factory-Applied TAPE.
- D. Pressure-Sensitive Curb Flashing - A 60-mil thick, 20 inch (508mm) wide cured EPDM membrane with 5 inch (126 mm) wide Factory-Applied TAPE along one edge to be used to flash curbs/skylights, etc.
- E. Pressure-Sensitive Overlayment Strip: A nominal 40-mil black, semi-cured EPDM membrane laminated to a nominal 35-mil cured, Factory-Applied TAPE for flashing gravel stops, metal edgings and Seam Fastening Plates..
- F. Pressure-Sensitive "T" Joint Covers: A factory cut 6 inch by 6 inch (152mm x 152mm) uncured 60-mil thick EPDM flashing laminated to a nominal 35-mil Factory-Applied TAPE, used to overlay field splice intersections and to cover field splices at angle changes.
- G. Uncured EPDM Flashing: Formable 60-mil thick.
- H. Pressure-Sensitive Flashing: 60-mil thick uncured EPDM Flashing laminated to a 35-mil Factory-Applied TAPE used in conjunction with Primer as an option to Flashing.

St Charles City & County Library

2.7 CLEANERS, PRIMERS, ADHESIVES AND SEALANTS

- A. Weathered Membrane Cleaner: Clear, solvent-based cleaner used to loosen and remove contaminants from the surface of exposed EPDM membrane prior to applying Sure-Seal Splice Cleaner or Primer.
- B. TAPE: 3 inch wide by 100 foot long splice tape used for splicing adjoining sections of EPDM membrane. Complies with the South Coast Air Quality Management District Rule 1168.
- C. Sure-Seal HP-250 Primer: A solvent-based primer used to prepare the surface of EPDM membrane for application of Splice Tape or Pressure-Sensitive products.
- D. Splicing Cement: A high-strength, butyl-based contact cement which is used for splicing adjoining sections of EPDM membrane (cured or uncured).
 - 1. Splicing Cement: Black splicing cement for use with (black) Roofing Systems.
- E. Lap Sealant: A heavy-bodied material (trowel or gun-consistency) used to seal the exposed edges of a membrane splice. A pre-formed Lap Sealant tool is included in each carton of Lap Sealant.
 - 1. Sure-Seal Lap Sealant: Black sealant for use with Sure-Seal (black) Roofing Systems.
- F. Cav-Grip aerosol Bonding Adhesive
- G. Water Cut-Off Mastic: A one-component, low viscosity, self wetting, Butyl blend mastic used as a compression sealing agent between EPDM membranes and applicable substrates.
- H. Pourable Sealer: A black, two-component, solvent-free, polyurethane based product used for tie-ins and as a sealant around hard-to-flash membrane penetrating objects such as clusters of pipes and for a daily seal when the completion of flashings and terminations cannot be completed by the end of each work day.

2.8 FASTENING COMPONENTS

- A. Pressure-Sensitive RUSS (Reinforced Universal Securement Strip): Nominal 45-mil thick clean, cured reinforced EPDM black membrane with 3 inch (76mm) wide Factory-Applied TAPE laminated along one edge for the 6 inch wide RUSS and along both edges for the 9 inch wide RUSS.
 - 1. 6" RUSS: 6 inch wide, 100 foot long, strip of Sure-Seal (black) reinforced EPDM membrane for additional membrane securement on Adhered, Ballasted, and Mechanically Fastened Roofing Systems.
- B. Seam Fastening Plate: 2 inch diameter metal plate for insulation, membrane and RUSS attachment.
- C. Insulation Fastening Plate: Nominal 3 inch diameter FM approved metal plate used for insulation attachment.
- D. Fasteners:
 - 1. HP Fastener: Threaded, black epoxy electro-deposition coated (E-Coat) fastener for use with steel, wood plank or oriented strand board (OSB).
 - 2. InsulFast Fasteners: Threaded, #12 fastener with #3 Phillips head used with 3 inch (76mm) diameter Insulation Plates. For insulation attachment into steel or wood decks.
 - 3. HP Term Bar Nail-In: A 1 1/4 inch long expansion anchor with threaded drive pin used for fastening Sure-Seal Termination Bar or Seam Fastening Plates

St Charles City & County Library

to concrete, brick or block walls.

2.9 EDGINGS AND TERMINATIONS

- A. Termination Bar: 1 inch wide, .098 inch thick extruded aluminum bar pre-punched 6 inches on center with sealant ledge to support Lap Sealant.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Do not commence work until all other work trades have completed jobs that require them to traverse the deck on foot or with equipment.

3.3 SUBSTRATE PREPARATION

- A. Steel Decks:
 - 1. Steel decks must be a minimum thickness of 22 gauge (0.8 mm) and shall have a G-90 galvanized finish.
 - B. All surface corrosion must be removed, and repairs to and severely corroded areas made. Fasten any loose or inadequately secured decking and replace irreparable decking
- INSULATION - SYSTEM DESIGN**
- C. Base Layer:
 - 1. Type: Polyisocyanurate.
 - 2. Thickness: 3 inch.
 - 3. Attachment Method: Fastened
 - D. Top Layer:
 - 1. Type: High Density Polyisocyanurate
 - 2. Thickness: .5 inches
 - 3. Attachment Method: Adhesive applied as a cover board,

3.4 INSULATION PLACEMENT

- A. Install insulation or membrane underlayment over the substrate with boards butted tightly together with no joints or gaps greater than 1/4 inch. Stagger joints both horizontally and vertically if multiple layers are provided.
- B. Secure base layer of insulation to the substrate with the required mechanical fasteners or insulation adhesive in accordance with the manufacturer's current application guidelines.
- C. Do not install wet, damaged or warped insulation boards.

St Charles City & County Library

- D. Stagger joints in one direction unless joints are to be taped. Install insulation boards snug. Gaps between board joints shall not exceed 1/4 inch. Fill all gaps in excess of 1/4 inch with same insulation material.
- E. Wood nailers must be at least 3 1/2 inches wide or 1 inch wider than adjacent metal flange. Thickness must equal that of insulation but not less than 1 inch thickness.
- F. Miter and fill the edges of the insulation boards at ridges, valleys and other changes in plane to prevent open joints or irregular surfaces. Avoid breaking or crushing of the insulation at the corners.
- G. Do not install any more insulation than will be completely waterproofed each day.

3.5 INSULATION ATTACHMENT

- A. Securely attach insulation to the roof deck for Adhered Roofing Systems. Attachment must have been successfully tested to meet or exceed the calculated uplift pressure required by the International Building Code (ASCE-7) or ANSI/SPRI WD-1.
- B. Enhance the perimeter and corner areas in accordance with FM Loss Prevention Data Sheet 1-29.
- C. Install insulation layers applied with hot asphalt, maximum 4 feet by 4 feet board size, in a full and uniform mopping of hot asphalt applied at the rate of 25 lb/square. Stagger the joints of additional layers in relation to the insulation joints in the layer(s) below by a minimum of 6 inches.
- D. Install insulation layers applied with adhesive, coverage rate as necessary to achieve the specified attachment and uplift rating. Press each board firmly into place after adhesive develops strings when touched, typically 1-1/2 to 2 minutes after adhesive was applied, and roll with a weighted roller. Add temporary weight and use relief cuts to ensure boards are well adhered. Stagger the joints of additional layers by a minimum of 6 inches.

3.6 MEMBRANE PLACEMENT AND ATTACHMENT (Fully Adhered)

- A. Unroll and position membrane without stretching. Allow the membrane to relax for approximately 1/2 hour before bonding. Fold the sheet back onto itself so half the underside of the membrane is exposed.
- B. Apply the Aerosol Bonding Adhesive in accordance with the manufacturer's published instructions, to both the underside of the membrane and the substrate. Allow the adhesive to dry until it is tacky but will not string or stick to a dry finger touch.
- C. Roll the coated membrane into the coated substrate while avoiding wrinkles. Brush down the bonded half of the membrane sheet with a soft bristle push broom to achieve maximum contact.
- D. Fold back the unbonded half of the membrane sheet and repeat the bonding procedure.
- E. Install adjoining membrane sheets in the same manner, overlapping edges appropriately to provide for the minimum splice width. It is recommended that all splices be shingled to avoid bucking of water.

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- F. When positioning membrane along the length for tape or adhesive splices, allow the fleece backing to extend approximately 1/2 inch above adjoining membrane to avoid direct contact between EPDM membrane and hot asphalt.

3.7 MEMBRANE SPLICING (Tape Splice)

- A. Overlap adjacent sheets and mark a line 1/2 inch out from the top sheet.
- B. Fold the top sheet back and clean the dry splice area minimum 2 1/2 inches of both membrane sheets with Sure-Seal Primer as required by the membrane manufacturer.
- C. Where Splice Tape is not Factory-Applied, apply Splice Tape to bottom sheet with the edge of the release film along the marked line. Press tape onto the sheet using hand pressure. Overlap tape roll ends a minimum of 1 inch.
- D. Remove the release film and press the top sheet onto the tape using hand pressure.
- E. Roll the seam toward the splice edge with a 2 inch wide steel roller.
- F. Install Pressure-Sensitive "T" Joint Cover, a 6 inch wide section of Pressure-Sensitive Flashing or Flashing over all field splice intersections.
- G. When using non-Pressure-Sensitive Flashing, seal edges of flashing with Lap Sealant.
- H. The use of Lap Sealant with tape splices is optional except at tape overlaps and cut edges of reinforced membrane where Lap Sealant is required.

3.8 FLASHING

- A. Wall and curb flashing shall be cured EPDM membrane. Continue the deck membrane as wall flashing where practicable.
- B. Follow manufacturer's typical flashing procedures for all wall, curb, and penetration flashing including metal edging/coping and roof drain applications.

3.9 DAILY SEALS

- A. On phased roofing, when the completion of flashings and terminations is not achieved by the end of the work day, a daily seal must be performed to temporarily close the membrane to prevent water infiltration.
- B. Use Sure-Seal Pourable Sealer or other acceptable membrane seal in accordance with the manufacturer's requirements.

3.10 CLEAN UP

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

St Charles City & County Library

3.11 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION

SECTION 07710 - MANUFACTURED ROOF SPECIALTIES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Roof edge flashings.
 - 2. Counterflashings.

1.2 PERFORMANCE REQUIREMENTS

- A. FMG Listing: Manufacture and install copings and roof edge flashings that are listed in FMG's "Approval Guide" capable of resisting the following forces according to the recommendations in FMF I-49 Loss Prevention Data Sheet for Windstorm Classification, Class 1-90. Identify materials with FMG markings.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: Show layouts of manufactured roof specialties, including plans and elevations. Identify factory- vs. field-assembled work.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
 - 1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products specified.
 - 2. Products: Subject to compliance with requirements, provide one of the products specified.
 - 3. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, manufacturers specified.
 - 4. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers specified.

2.2 EXPOSED METALS

- A. Prepainted, Zinc-Coated Steel, alloy and temper recommended by manufacturer for use and finish indicated, finished as follows:

1. Surface: Smooth, flat finish.
 2. High-Performance Organic Finish: Two-coat, thermocured system with color coats containing not less than 70 percent polyvinylidene fluoride resin by weight; complying with AAMA 2604.
- B. Aluminum Extrusions: ASTM B 221, alloy and temper recommended by manufacturer for type of use and finish indicated, finished as follows:
1. High-Performance Organic Finish: Two-coat, thermocured system with color coats containing not less than 70 percent polyvinylidene fluoride resin by weight; complying with AAMA 2604.

2.3 CONCEALED METALS

- A. Zinc-Coated (Galvanized) Steel Sheet: ASTM A 653/A 653M, G90 coating designation; structural quality.
- B. Extruded aluminum anchor bar.

2.4 UNDERLAYMENT MATERIALS

- A. Felt: ASTM D 226, Type II (No. 30), asphalt-saturated organic felt nonperforated.
- B. Self-Adhering, High Temperature Sheet: Minimum 40 mils thick, consisting of SBS modified bitumen, with self-adhering application. Primer when recommended by underlayment manufacturer.
- C. Slip Sheet: Building Paper, 3lb/100 sq.ft. minimum, rosin sized.

2.5 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, protective coatings, separators, sealants, and other miscellaneous items required by manufacturer for a complete installation.
- B. Fasteners: Manufacturer's recommended fasteners, suitable for application and designed to withstand design loads.
1. Exposed Penetrating Fasteners: Gasketed screws with hex washer heads matching color of sheet metal.
 2. Blind Fasteners: High Strength aluminum or stainless-steel rivets suitable for metal being fastened.
 3. Fasteners for Copper Sheet: Copper, hardware bronze or Series 300 stainless steel.
 4. Fasteners for Stainless-Steel: Series 300 stainless steel.

5. Fasteners for Zinc-Coated (Galvanized) Steel Sheet: Hot-dip galvanized steel according to ASTM A 153/A153M or Series 300 stainless steel.
- C. Elastomeric Sealant: ASTM C 920, elastomeric silicone polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.
- D. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant, polyisobutylene plasticized, heavy bodied for hooked-type expansion joints with limited movement.

2.6 ROOF EDGE FLASHINGS

- A. Canted Roof Edge Fascia: Manufactured, two-piece, roof edge fascia consisting of compression-clamped metal fascia cover in section lengths not exceeding 12 feet and a continuous formed galvanized steel sheet cant dam, 0.028 inch thick, minimum, with integral drip edge cleat. Provide matching mitered and welded corner units.
 1. Available Manufacturers:
 - a. Johns Manville Presto Lock & Presto-Tite
 - b. Carlisle & Metal Era SecurEdge 2000
 - c. Hollsin Elevate Anchorgard SP
 - d. Versico-Vesitrim & Metal Era 200
 2. Fascia Cover: Fabricated from the following exposed metal:
 - a. Prepainted, Zinc-Coated Steel: 0.034 inch thick.
 3. Fascia Cover Color: As selected by Architect from manufacturer's full range.
 4. Splice Plates: Concealed, of same material, finish, and shape as fascia cover.

2.7 COUNTERFLASHINGS

- A. Counterflashings: Manufactured units in lengths not exceeding 12 feet designed to be surface mounted over a primary termination bar and sealant mechanical attachment, with joints lapped, from the following exposed metal in thickness indicated:
 1. Prepainted, Zinc-Coated Steel: 0.034 inch thick

PART 3 - EXECUTION

3.1 INSTALLATION

- A. General: Install manufactured roof specialties according to manufacturer's written instructions. Anchor manufactured roof specialties securely in place and capable of resisting forces specified in performance requirements. Use fasteners, separators, sealants, and other miscellaneous items as required to complete manufactured roof specialty systems.

1. Install manufactured roof specialties with provisions for thermal and structural movement.
 2. Torch cutting of manufactured roof specialties is not permitted.
- B. Metal Protection: Where dissimilar metals will contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with bituminous coating or by other permanent separation as recommended by manufacturer.
- C. Install manufactured roof specialties level, plumb, true to line and elevation, and without warping, jogs in alignment, excessive oil-canning, buckling, or tool marks.
- D. Install manufactured roof specialties to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before manufacture.
- E. Expansion Provisions: Provide for thermal expansion of exposed manufactured roof specialties. Space movement joints at a maximum of 12 feet with no unplanned joints within 18 inches of corners or intersections.
- F. Fasteners: Use fasteners of type and size recommended by manufacturer but of sizes that will penetrate substrate not less than 1-1/4 inches for nails and not less than 3/4 inch for wood screws.
- G. Seal joints with elastomeric sealant as required by manufacturer of roofing specialties.

3.2 ROOF EDGE FLASHING INSTALLATION

- A. Install cleats, cant dams, and other anchoring and attachment accessories and devices with concealed fasteners.
- B. Anchor roof edgings to resist uplift and outward forces according to performance requirements.

3.3 COUNTERFLASHING AND REGLET INSTALLATION

- A. Counterflashings: Coordinate installation of counterflashings with installation of base flashings and termination bar. Extend counterflashings 4 inches over base flashings. Lap counterflashing joints a minimum of 4 inches and bed with elastomeric sealant.

END OF SECTION 07710

EXHIBIT B

[SAMPLE CONTRACT]

GENERAL CONTRACTOR CONSTRUCTION SERVICES AGREEMENT

ST. CHARLES CITY-COUNTY LIBRARY DISTRICT ROOF REPLACEMENT AT MIDDENDORF-KREDELL BRANCH

This GENERAL CONTRACTOR CONSTRUCTION SERVICES AGREEMENT (“Agreement”) is made and entered into as of [date], by and between THE BOARD OF TRUSTEES OF THE ST. CHARLES CITY-COUNTY LIBRARY DISTRICT (the “Library”), a city-county library district and political subdivision of the State of Missouri and _____ (“Contractor”), a roofing contractor located at _____.

WITNESSETH:

WHEREAS, the Library, pursuant to a Request for Bids, dated February 6, 2024, and attached hereto and incorporated herein as Exhibit A (the “RFB”), solicited bids for general contractor construction services in connection with the roof replacement for the Middendorf-Kredell Branch located at 2750 Hwy K, O’Fallon, Missouri, 63368 (the “Project”); and

WHEREAS, Contractor submitted to the Library, on March 13, 2024, a Bid attached hereto and incorporated herein as Exhibit B (the “Bid”); and

WHEREAS, the Library has determined Contractor to be the best and most responsible proposer, consistent with the Selection Procedures and the Evaluation Criteria of the RFB, to provide construction Work as described in the RFB and in this Agreement; and

WHEREAS, pursuant to the RFB and Bid, the Library and Contractor desire to enter into this Agreement to set forth the terms and conditions of the engagement of Contractor on behalf of the Library in connection with the Project;

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants and agreements herein contained, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

Section 1. Engagement.

(a) Subject to the terms and conditions of this Agreement, the Library hereby engages Contractor to provide construction services for the Project, as described in this Agreement, the RFB, and the Bid (the “Work”), for the Property identified herein.

(b) Contractor hereby agrees to provide the Work as described in this Agreement acting solely on behalf of and in the interest of the Library.

(c) Contractor shall perform the Work, and all duties incidental or necessary thereto, diligently and completely, consistent with the professional skill and care ordinarily provided by

Contractors practicing in the locality under the same or similar circumstances, and as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

(d) In consideration of the performance of the Work provided by Contractor pursuant to this Agreement, the Library agrees to provide compensation to Contractor as set forth in Section 4 of this Agreement, subject however, to the non-appropriation provisions of Section 8 of this Agreement.

(e) All Work of Contractor shall be completed in a reasonable manner and performed as not to delay or hinder the Library's approved schedules for the Project.

Section 2. General Administration and Coordination.

(a) Jason Kuhl, the Chief Executive Officer of the Library, will be the Authorized Library Representative pursuant to this Agreement.

(b) _____, Owner of _____ ("Contractor"), will be responsible for the management of the Work to be performed by Contractor, and is the Authorized Contractor Representative pursuant to this Agreement.

(c) The Library shall arrange for Contractor to have access and a right of entry to all Properties required for the purposes of performing the Work in connection with the Project.

(d) The Work shall be performed exclusively by the personnel of Contractor and other professionals identified in the Bid, and no other personnel of Contractor or other professionals shall perform any of the Work without the prior written approval of the Library.

(e) Except for professionals described in the Bid, Contractor shall not subcontract any of the Work to be performed hereunder without the prior written approval of the Library.

(f) Contractor shall have complete charge of its personnel and any other professionals engaged by it in the performance of the Work, and all persons engaged by Contractor shall be employees or professionals of Contractor and not employees of the Library in any respect.

Section 3. Scope of Work.

The Contractor's Scope of Work includes the replacement of the roof at the Middendorf-Kredell Branch as described in the "Scope of Work" section in the RFB (pages 6-8).

Section 4. Compensation and Payment.

(a) Subject to the non-appropriation provisions of Section 8 of this Agreement, the Library shall pay Contractor for all satisfactorily performed Work rendered hereunder in accordance with this Section 4. Notwithstanding any provision herein to the contrary, the total compensation to be paid to Contractor for Work and reimbursable costs hereunder shall not exceed _____ (\$_____) during the term of this

Agreement, inclusive of reimbursable expenses, unless otherwise agreed to in advance in writing by the Library and Contractor as set forth in Exhibit C attached hereto (the "Fee").

(b) Any Library approved changes to the Scope of Work or to the construction costs which impact the Contractor's compensation, shall result in mutually agreed upon modification, (increase or decrease) of the Fee.

(c) Contractor shall prepare and submit invoices to the Library on a monthly basis covering the applicable portion of the Fee for the Work performed, during the month described in the invoice. Upon receipt of a satisfactory invoice and supporting documentation by Contractor, the Library will remit payment to Contractor within 30 days.

(d) The Library shall have the right to withhold payment of any portion of the amount invoiced for Work not performed or completed in a reasonably satisfactory manner until such time as Contractor modifies such Work to the reasonable satisfaction of the Library or the parties agree to a resolution regarding any disputed Fee amounts.

Section 5. Substantial Completion.

(a) Substantial Completion is defined to mean and take into account the situation when the Work, or a specific portion of it, is sufficiently complete so that the Library can occupy or utilize the Work for its intended use.

(b) The Contractor shall notify the Library when the Contractor believes that the Work is substantially complete. Upon inspection of the Work and determination by Library that certain items need to be completed or corrected, Contractor shall be given notice to proceed with completion of such items. Contractor shall complete such items within seven (7) days of receiving the notice.

(c) Upon Contractor's completion and correction of the remaining items, as described in subsection (2), and upon satisfactory follow-up inspection of the Work by Library, a Certificate of Substantial Completion shall be issued by Library. To the extent set out in the Certificate of Substantial Completion, the remaining responsibilities of the Library and the Contractor shall be determined for the matters so included, as well as the time for completion.

Section 6. Term of Agreement. This Agreement shall commence on the date hereof and shall continue until the earliest of: (a) the date that the Project has been completed in accordance with this Agreement to the reasonable satisfaction of the Library; (b) the date that this Agreement is mutually terminated; (c) the date that this Agreement is terminated in accordance with Section 6 or Section 7 of this Agreement; or (d) the date that this Agreement is terminated in accordance with Section 17 of the Agreement.

Section 7. Library and Contractor's Early Termination Rights.

(a) The Library may terminate this Agreement for any reason by providing at least 90 days prior written notice to Contractor, provided that the termination will not affect the Library's

responsibility to pay Contractor the applicable Fee for satisfactorily performed Work up to the effective date of the notice of termination, and for any further work required of Contractor in order to reasonably facilitate an orderly turnover of matters in process at the time of termination.

(b) Contractor may terminate this Agreement for any reason by providing at least 180 days prior written notice to the Library. Upon such termination, the Library shall pay Contractor for satisfactorily performed Work rendered and pre-approved reimbursable costs incurred up to the effective date of the notice of termination.

(c) In the event of any early termination, Contractor will be required to turn over to the Library all files, documents, memoranda, and other materials relating to the Work as Contractor, and all work product produced in connection with this engagement as Contractor of any kind and nature whatsoever.

Section 8. Appropriation Requirements.

(a) Notwithstanding any provision herein to the contrary, the Library is obligated only to make the payments set forth herein to Contractor as may lawfully be made from funds budgeted and appropriated for that purpose during the Library's then current fiscal year in the sole discretion and judgment of the Library.

(b) If no funds are appropriated or otherwise made legally available (a "Non-Appropriation Event") to make the required payments for this Agreement during the next occurring fiscal year, this Agreement will terminate at the end of the then current fiscal year as if terminated expressly.

(c) The failure or inability of the Library to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party.

(d) Should a Non-Appropriation Event occur, the Library shall notify Contractor in writing as soon as reasonably possible for the Contractor to plan for the termination.

Section 9. Independent Contractor. Contractor is an independent contractor and is not an employee of the Library. Accordingly, Contractor shall be responsible for payment of all taxes, including federal, state and local taxes, arising out of Contractor's Work including, by way of illustration, but not limitation, federal and state income tax, social security tax, unemployment insurance taxes, and any other taxes.

Section 10. Records.

(a) Contractor shall provide written status reports regarding the Work to the Authorized Library Representative as requested.

(b) During the term of this Agreement, Contractor shall maintain books of account of its expenses and charges in connection with its Work in accordance with generally accepted accounting principles and practices.

(c) The Library shall at all reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by Contractor.

(d) Contractor shall provide the Library with copies of all documents pertinent to the Work which shall include, without limitation, reports, correspondence, meeting minutes, and originals of all deliverables.

Section 11. Work Product.

(a) The Library shall own all right, title and interest, including without limitation, all copyrights and intellectual property rights, to all documents and work product of Contractor created in performance of or relating to this Agreement.

(b) Contractor agrees to take all steps reasonably requested by the Library to establish and maintain the Library's ownership rights in the work product.

Section 12. Confidential Information.

(a) Contractor acknowledges and agrees that in the course of the performance of the Work pursuant to this Agreement, Contractor may be given access to, or come into possession of, confidential information of the Library which information contains trade secrets, proprietary data, privileged material, or other information described to Contractor as confidential and additionally includes, without limitation, confidential information, materials, products, and deliverables developed during, and discoveries and contributions made by Contractor in the performance of this Agreement (collectively referred to as "Confidential Information").

(b) Contractor acknowledges and agrees, except as required for the performance of Contractor's Work hereunder or if required by judicial or administrative order, trial, other governmental proceeding or applicable law pertaining to the Project, that it will not use, duplicate, or divulge to others any such Confidential Information, including without limitation, trade secrets belonging to or disclosed to Contractor, and clearly marked as Confidential Information by the Library without first obtaining written permission from the Library.

(c) All tangible embodiments of such Confidential Information shall be delivered to the Library by Contractor upon termination of this Agreement, or upon request by the Library, whichever first occurs. The Library acknowledges Contractor has the right to maintain its own set of work papers, which may contain Confidential Information.

Section 13. Disclosure. Contractor agrees that it will not divulge to third parties without the written approval of the Library, any information obtained from or through the Library in connection with the performance of this Agreement. Nothing herein shall preclude the disclosure of information by the Library.

Section 14. Insurance.

(a) During the term of this Agreement, Contractor shall procure and maintain the following insurance coverage and amount requirements for Contractor as required in the RFB and contained below:

- i. General Liability – Commercial general liability insurance must include bodily injury and property damage liability, independent contractor’s liability, and contractual liability.
 - a. \$1,000,000 each occurrence/\$1 million general aggregate
- ii. Worker’s Compensation and Employee Liability – Missouri statutory amount (mandatory)
- iii. Auto
 - a. \$1,000,000 combined single limits
- iv. Additional Endorsement: Additional Named Insured:

St. Charles City-County Library District
77 Boone Hills Drive
Saint Peters, MO 63376

Vendors and Contractors shall name the St. Charles City-County Library as an additional insured on their general and auto liability insurance policies. Proof of insurance must be on file before a vendor is allowed access to Library facilities.

(b) The policies of insurance shall be in such form and shall be issued by such company or companies reasonably satisfactory to the Library.

(c) The Library shall be named as an additional insured with duty of defense on all general liability and automobile insurance policies required hereunder.

(d) Copies of Contractor’s certificates of insurance showing coverage during the term of this Agreement as required in this Agreement shall be provided to the Library upon request.

(e) All insurance policies of or on behalf of the Library required in this Agreement shall contain the following language: “This insurance policy does not apply to any claim or suit which is barred by the doctrines of sovereign immunity or official immunity, but we will have the right and duty to defend any suit. No provision of this endorsement or of the policy to which it is attached, shall constitute a waiver of our right, or the right of any of our employees in the course of their official duties, or the right of any insured, to assert a defense based on the doctrines of sovereign immunity or official immunity for any monetary amount whatsoever.”

Section 15. Contractor Bonds. Prior to, or by the signing of this Agreement, the Contractor shall furnish to the Library a performance bond and a labor and material payment bond in an amount equal to one hundred percent (100%) of the Contract Sum, which shall be acceptable

to the Library in form and content. The surety providing such bonds shall be a company licensed to do business in the State of Missouri and shall be acceptable to the Library.

Section 16. Contractor Indemnification.

(a) Contractor shall defend, indemnify and hold harmless the Library, its board members, officers, representatives, agents and employees from and against any all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily injury or otherwise, or death, or damage to or destruction of property sustained by the Library or others, arising from breach of this Agreement or out of the Work negligently performed hereunder by Contractor and/or its employees, representatives and permitted subcontractors or claims relating thereto, and including but not limited to the Library's reliance on or use of the Work provided by Contractor under the terms of this Agreement, provided however, Contractor shall not be liable for any loss or damage attributable solely to the negligence of the Library.

(b) The indemnifications set forth in this Agreement shall survive the termination of this Agreement.

Section 17. Sovereign Immunity. By execution and performance of this Agreement, the Library does not intend to, nor shall it be deemed to have waived or relinquished any immunity or defense on behalf of the Library, the Library's board members, officers, directors, servants, employees, agents, successors or assigns.

Section 18. Compliance with Laws.

(a) Contractor and its employees, agents and representatives shall comply with the Library's policies and procedures and all applicable federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations, codes and ordinances required of Contractor in performing the Work pursuant to this Agreement.

(b) Contractor shall comply with all applicable municipal ordinances and other laws and regulations, federal, state, and any political subdivision thereof, including but not limited to, unemployment and workers' compensation, occupational safety, equal employment and affirmative action and wage and price laws, insofar as applicable to the performance of this Agreement.

(c) In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over the Work, Contractor shall notify the Library of the nature and impact of such conflict and the Library agrees to reasonably cooperate with Contractor in an effort to resolve any such conflict.

(d) Contractor, at its own expense, shall obtain and maintain all necessary state and municipal licenses, permits, authorizations and approvals necessary to perform its Work pursuant to this Agreement.

Section 19. Default.

(a) Subject to the Library's and Contractor's early termination rights in this Agreement, either party may terminate this Agreement if the other party is guilty of a substantial breach of a provision of this Agreement.

(b) When one party believes that the other has substantially breached a provision of this Agreement, such party shall deliver written notice of such breach. The parties shall then have 30 days following receipt of such notice to meet and negotiate, in good faith, and agree upon a mutually satisfactory resolution to the dispute. If the parties cannot, in good faith, agree upon a mutually satisfactory resolution to the dispute, then either party may terminate the Agreement upon 30 days written notice to the other party.

(c) In the event Contractor or the Library elects to terminate the Agreement as provided above, Contractor will be required to turn over to the Library all files, documents, memoranda, and other materials relating to the Work as Contractor, and all work product produced in connection with this engagement as Contractor, of any kind and nature whatsoever.

(d) In the event Contractor or the Library elects to terminate the Agreement as provided above, the Library relieves Contractor of all responsibility for any further Work, provided the termination will not affect the Library's responsibility to pay Contractor the applicable Fee for satisfactorily performed Work up to the effective date of notice of termination, and for any further work required of Contractor and approved by the Library in order to reasonably facilitate an orderly turnover of matters in process at the time of termination.

Section 20. Incorporation of Documents. Contractor and the Library acknowledge and agree that the RFB and the Bid, except as may be amended by, or in conflict with this Agreement, are incorporated herein by reference and made a part hereof. In the event of any inconsistency or conflict between the terms of any of those documents and this Agreement, the terms of this Agreement shall prevail.

Section 21. Representations and Warranties.

(a) Contractor hereby represents and warrants to the Library that:

(1) Contractor is incorporated existing under the laws of the State of Missouri and is authorized to do business in the State of Missouri, and has full power and authority to perform its obligations under this Agreement;

(2) Contractor is not in default of its obligations under any other agreement, and the execution and performance of Contractor's obligations hereunder will not constitute a default under any agreement to which Contractor is a party;

(3) There is no pending litigation or administrative proceeding to which Contractor is a party regarding, or which challenges, Contractor's right to perform its obligations hereunder or could interfere with its Work to the Library;

(4) This Agreement is binding upon, and enforceable against Contractor in accordance with its terms; and

(5) Neither the execution of the Agreement nor the completion of the transactions contemplated hereby shall: (i) violate any provision of law or judgment, writ, injunction, order or decree of any court or governmental authority having jurisdiction over it; (ii) result in or constitute a breach or default under any indenture, contract, other commitment or restriction to which it is a party or by which it is bound; or (iii) require any consent, vote or approval which has not been taken, or at the time of the transaction involved shall not have been given or taken.

(6) The materials and equipment furnished under this Agreement will be new and of good quality. The Contractor further warrants that the Work will conform with the requirements of this Agreement and will be free from defects. Work, materials, or equipment not conforming to these requirements may be considered defective. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of the materials and equipment provided.

(7) Contractor is experienced in performing the type, quality and quantity of work required for performance of this Agreement, is financially solvent with sufficient capital, has sufficient management, supervision and labor capacity to properly perform this Agreement, and is a reputable, qualified firm with an established record of successful performance in its trade.

(b) The Library hereby represents and warrants to Contractor that:

(1) The Library is a duly organized city-county library district and political subdivision existing under the laws of the State of Missouri and has full power and authority to perform its obligations under this Agreement;

(2) The Library is not in default of its obligations under any other agreement, and the execution and performance of the Library's obligations hereunder will not constitute a default under any agreement to which the Library is a party;

(3) There is no pending litigation or administrative proceeding to which the Library is a party, or which challenges the Library's right to perform its obligations hereunder or could interfere with the completion of the Project;

(4) This Agreement is binding upon, and enforceable against the Library in accordance with its terms; and

(5) Neither the execution of the Agreement nor the completion of the transactions contemplated hereby shall: (i) violate any provision of law or judgment, writ, injunction, order or decree of any court or governmental authority having jurisdiction over it; (ii) result in or constitute a breach or default under any indenture, contract, other commitment or restriction to which it is a party or by which it is bound; or (iii) require any consent, vote or approval which has not been taken, or at the time of the transaction involved shall not have been given or taken.

Section 22. Contractor Correction of Work.

(a) The Contractor shall promptly correct Work rejected by the Library, or failing to conform to the requirements of this Agreement, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for additional services and expenses made necessary thereby, shall be at the Contractor's expense.

(b) If, within two-years after the date of Substantial Completion of the Work, any of the Work is found to be not in accordance with the requirements of the Agreement, the Contractor shall correct it promptly after receipt of written notice from the Library to do so unless the Library has previously given the Contractor a written acceptance of such condition. The Library shall give such notice promptly after discovery of the condition. During the two-year period for correction of Work, if the Library fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Library waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Library, the Library may correct it and Contractor shall be responsible for the cost of such correction.

Section 23. Federal Work Authorization Program. At the time of the signing of this Agreement, Contractor shall provide to the Library the documentation and affidavits regarding a federal work authorization program, as required by Missouri law. The affidavits shall affirm the Contractor's enrollment and participation in an electronic verification federal work authorization program with respect to the employees working in connection with this Agreement, and shall affirm that Contractor does not knowingly employ any person who is an unauthorized alien in connection with this Agreement. The documentation and affidavits provided shall be acceptable to the Library in form and content.

Section 24. Prevailing Wage Requirements. This Agreement, the Project and the Work, are subject to prevailing wage requirements under applicable Missouri law. The applicable Annual Wage Order No. 29 is incorporated herein by reference. Contractor agrees to pay not less than the prevailing hourly rate of wages, as set out in the Annual Wage Order No. 29, to all workers performing the Work for the Project under this Agreement. Contractor agrees to comply with all related requirements, including the maintaining of payroll records and making said records available as required. Pursuant to applicable law, Contractor will forfeit as a penalty to the Library the sum of one hundred dollars (\$100.00) for each workman, for each calendar day, or portion thereof, such workman is paid less than the said stipulated rates for any Work done under this Agreement, by the Contractor, or by any subcontractor.

Section 25. OSHA Training Program. Contractor shall require all of its on-site employees to complete a ten-hour Occupational Safety and Health Administration ("OSHA") construction safety program which includes a course in construction safety and health approved by OSHA, or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program; unless such employees of Contractor have previously completed the required program. The Contractor shall ensure that any subcontractors comply with those requirements.

The Contractor shall forfeit as a penalty to the Library the sum of two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each employee employed by Contractor or any subcontractor, for each calendar day or portion thereof, that such employee is employed without the required training. The penalty shall not begin to accrue until the applicable time periods included in Section 292.675, Missouri Revised Statutes, have elapsed.

Section 26. Contractor Safety. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work and the Project. The Contractor shall take all necessary and reasonable precautions to insure the safety of all employees at all times, and to prevent damage or loss of all materials and equipment, whether in storage or on site, under the care, custody or control of the Contractor or any subcontractors, as well as other property at the site or adjacent there to, such as trees, shrubs, landscaping, walks, pavement, roadways, structures and utilities not designated for removal, relocation or replacement.

The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations and lawful orders of public authorities bearing on safety of person or property or their protection from damage, injury or loss.

Section 27. Binding Agreement. This Agreement is binding upon and will inure to the benefit of the Library and Contractor and their respective successors and permitted assigns.

Section 28. Severability. If any clause or provision of this Agreement is found to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected. It is also the intention of the parties that in lieu of each clause or provision of this Agreement that is deemed to be illegal, invalid or unenforceable, there be added a replacement clause or provision that both parties agree upon to be legal, valid and enforceable to the extent same can be accomplished without distorting the intent of the parties.

Section 29. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Missouri. In the event of any lawsuits, legal actions or litigation arising out of, or related to, this Agreement, Library and Contractor agree that exclusive jurisdiction and venue for all such matters shall lie in the Circuit Court of the Eleventh Judicial Circuit, State of Missouri, and the United States District Court for the Eastern District of Missouri.

Section 30. Waiver. The failure of either Contractor or the Library to require performance by the other of any provision hereof shall in no way affect the right to require performance at any time thereafter, nor shall the waiver of a breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.

Section 31. Joint Venture. Nothing herein contained shall be construed to imply a joint venture, partnership, or principal-agent relationship between Contractor and the Library; and

neither party shall have the right, power, or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed to in writing.

Section 32. Heading. The paragraph headings set forth in this Agreement are for the convenience of the parties, and in no way define, limit, or describe the scope or intent of this Agreement and are to be given no legal effect.

Section 33. Notices. All notices, consents, waivers or other communications which are required or permitted hereunder, shall be given in writing and delivered personally, by first class or express mail (postage prepaid), by Federal Express or other overnight courier service (charges prepaid) or by email communication to the addresses as follows (or to such other addressee or address as shall be set forth in a notice given in the same manner):

(a) To the Library:

Jason F. Kuhl, Chief Executive Officer
St. Charles City-County Library District
77 Boone Hills Drive
St. Peters, Missouri 63376
jkuhl@stchlibrary.org

(b) To Contractor:

Name
Company
Address
City, State, Zip
email address

Section 34. Counterparts. This Agreement may be executed in two or more counterparts, each of which when so executed shall be an original, but all of such counterparts shall together constitute but one and the same instrument.

Section 35. Approval. Except as expressly provided to the contrary herein, whenever the approval or consent of either party is required hereunder, such approval or consent shall be given or withheld in the sole discretion and judgment of the party.

Section 36. Assignment. This Agreement shall not be assigned or otherwise transferred without the prior written consent of the Library, in its sole discretion and judgment.

Section 37. Entire Agreement. This Agreement, the RFB and the Bid contain the entire understanding between the parties with respect to the subject matter herein.

Section 38. Expenses. Each party shall pay for its own costs and expenses incurred in connection with negotiating and documenting this Agreement.

IN WITNESS WHEREOF, the duly authorized parties hereto have set their hands as of the day and year first above written.

THE BOARD OF TRUSTEES OF THE
ST. CHARLES CITY-COUNTY LIBRARY DISTRICT

By _____
Jason F. Kuhl
Chief Executive Officer

On Date: _____

Company.

By _____
Name
Title

On Date: _____

Exhibit A

[The Library's RFB]

Sample

Exhibit B
[The Contractor's Bid]

Sample

Exhibit C
[The Fee]

Sample