RFB

ST. CHARLES CITY-COUNTY LIBRARY DISTRICT

KISKER ROAD LIBRARY
ROOF REPLACEMENT

November 2, 2022
ST. CHARLES CITY-COUNTY LIBRARY DISTRICT
KISKER ROAD LIBRARY

ROOF REPLACEMENT

BID SCHEDULE

<table>
<thead>
<tr>
<th>Request for Bids Issue Date:</th>
<th>Wednesday, November 2, 2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description:</td>
<td>The St. Charles City-County Library (“Library”) seeks bids to replace the roof at its Kisker Road Branch located at 1000 Kisker Road in St. Charles, Missouri, 63304.</td>
</tr>
<tr>
<td>Web site address:</td>
<td><a href="https://www.stchlibrary.org/about-us/bids-and-rfps">https://www.stchlibrary.org/about-us/bids-and-rfps</a></td>
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**Timetable**

<table>
<thead>
<tr>
<th>Issue Date</th>
<th>Wednesday, November 2, 2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>Walk-Through</td>
<td>Thursday, November 10, 2022 @ 11:00 AM CST 1000 Kisker Road, St. Charles, MO 63304</td>
</tr>
<tr>
<td>Written Questions Due</td>
<td>Friday, November 18, 2022 by 3:00 pm CST</td>
</tr>
<tr>
<td>Response to Questions Issued by Addendum</td>
<td>Wednesday, November 30, 2022 by 5:00 pm CST at <a href="https://www.stchlibrary.org/about-us/bids-and-rfps">https://www.stchlibrary.org/about-us/bids-and-rfps</a></td>
</tr>
<tr>
<td>Bids Due</td>
<td>Wednesday, December 7, 2022 by 3:00 pm CST</td>
</tr>
<tr>
<td>Public Bid Opening</td>
<td>Wednesday, December 7, 2022 at 3:30 pm CST Library Administrative Office 77 Boone Hills Drive Saint Peters, MO 63376</td>
</tr>
<tr>
<td>Notice of Award</td>
<td>Wednesday, December 21, 2022</td>
</tr>
</tbody>
</table>

**Bid Delivery Address:**

St. Charles City-County Library District Administrative Office Tauquincy Neal, SFP, FMP Facilities & Logistics Manager PO Box 529 77 Boone Hills Drive St. Peters, MO 63376

*Note: Hand-delivered bids are to be placed in the package bin located on the Administrative Office Building loading dock.*

**Bid Administrator:**

Ms. Chris Donnelly Purchasing & Building Projects Manager 636-441-2300 x1564 cdonnelly@stchlibrary.org
The Board of Trustees of the St. Charles City-County (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: Kisker Road Library, 1000 Kisker Road, St. Charles, Missouri, 63304 (the “Project Locations”). All Bids must be received no later than 3:00 p.m. CST, on Wednesday, December 7, 2022 by:

Tauquincy Neal, SFP, FMP
Facilities & Logistics Manager
St. Charles City-County Library District
Administrative 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 “Kisker Road Library Roof Replacement RFB.”

To preserve the integrity of the selection process, questions regarding this Request for Proposals should only be directed to Ms. Neal by email at tneal@stchlibrary.org. The email subject line should be “Kisker Road Library Roof Replacement RFB- Inquiry”. A pre-bid walk-through will be held on Thursday, November 10, 2022 at 11:00 am CST at the Kisker Road Library located at 1000 Kisker Road, St. Charles, Missouri, 63304. The deadline for questions is 3:00 p.m. CST, Friday, November 18, 2022. Questions will be answered in an addendum posted on the Library’s website (https://www.stchlibrary.org/about-us/bids-and-rfps) by 5:00 pm CST on Wednesday, November 30, 2022.

It is anticipated that the Bids will be considered by the Library Board of Trustees at the December 20, 2022 meeting after consideration by the Selection Committee and recommendation to the Director.

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 and administrative officer (“Director”) of the Library.

**GENERAL REQUIREMENTS**

The Project is subject to all applicable laws of the State of Missouri governing the Library including, but not limited to, the following:

- 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:

KISKER ROAD LIBRARY ROOF REPLACEMENT

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.
- This is a prevailing wage project and certified payroll must be submitted with pay applications.
- 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.
- All specialty work, masonry, electrical, mechanical, lightening protection, solar 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.
- 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.
- Nails penetrating treated wood shall be hot-dipped galvanized annular nails conforming to ASTM A-153.
- Screws installed in treated dimensional lumber shall be stainless steel self-tapping screws, compatible with the metal being fastened.
- Shingle installation must comply with National Roofing Contractors Association published guidelines and construction details.
SCOPE OF WORK:
Base Bid for Dimensional fiberglass shingle, approximately 17,800 square feet
Acceptable Products: CertainTeed Landmark, Owens Corning Duration & GAF Timberline.

1. Remove all existing asphalt shingle roofing and underlayment down to the wood substrate, haul away and dispose of in accordance to local ordinances.
2. Inspect the existing structural substrate for damages and replace with same materials if panels are found to be dangerous and/or structurally unsound. This includes fascia boards.
3. Furnish and install new ice & water membrane at eaves and protrusions. Peel & Stick membrane must be adhered to wood substrate and extend a minimum 3’ up the slope beyond the exterior wall.
4. Furnish and install new ASTM D4869 synthetic underlayment. Two ply felt application required on all slopes less than 4/12.
5. Furnish and install new ridge vents to match existing conditions.
6. Furnish and install six 25-watt roof mounted solar powered ventilators in new locations to be determined at the pre-bid meeting.
7. Valleys are to be open.
8. Furnish and install new drip edge fabricated from .024 aluminum.
10. Install new step-flashing and counterflash.
11. Furnish and install new flue caps and storm collars on tubular penetrations.
12. Install 2# leads at plumbing stacks.
13. Furnish & provide manufacturer’s ten-year workmanship warranty and contractor’s two-year labor warranty.
14. Furnish and install new dimensional fiberglass shingle, color to be selected by owner, meeting: Applicable Standards
   - ASTM D 3018, Type I
   - ASTM D228
   - ASTM D 3462
   - ASTM E 108 Fire Resistance: Class A
   - ASTM D 3181 Class H Wind Resistance
   - ASTM D 7158 Class H Wind Resistance
   - UL 2390/ASTM D6381 Class H Wind Resistance
   - UL 790 Fire Resistance: Class A
     - UL 997 Wind Resistance

SHEET METAL:
- Replacement of any Fascia, Step-Flash, counterflash shall match existing construction locations.
- Sheet Metal to be fabricated from Kynar coated steel, gauge to match existing and be ES1 rated, where applicable.
• Remove and replace all damaged vent flue caps.
• All sheet metal design, fabrication and installation to be performed by a qualified sheet metal contractor who employees 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 3:00 p.m. CST on Wednesday, December 7, 2022. No Bid 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:

   Tauquincy Neal, SFP, FMP
   Facilities & Logistics Manager
   St. Charles City-County Library District
   Administrative 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 Administrative Office loading dock.

3. The Bid shall bear the following legend:

   KISKER ROAD BRANCH ROOF REPLACEMENT 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 p.m. CST, Friday, November 18, 2022, and such request should be emailed only to Tauquincy Neal at tneal@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/about-us/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.
SELECTION PROCEDURES

1. Bids will be accepted by mail, overnight delivery, or in-person by **3:00 p.m. CST** on **Wednesday, December 7, 2022**.

2. A public Bid Opening will be conducted at 3:30 p.m. CST on Wednesday, December 7, 2022 at the Library’s Administrative Office Building located at 77 Boone Hills Drive, Saint Peters, Missouri, 63376. The Bid Opening will be recorded 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 Director.

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 Director 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) Worker’s Compensation & Employers Liability—Statutory Amount (Mandatory);

       (ii) Comprehensive Automobile Liability for vehicles used—$1,000,000.00; and

       (iii) Comprehensive General Liability—$1,000,000.00.

   (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 dimensional fiberglass shingles $____________
~17,800 sq.‘

Unit cost for wood deck replacement/repair $____________

Unit cost for dimensional lumber/board foot $____________

Bidder Acknowledges Receipt of Addenda:

Yes / No 1. _____ 2. _____

Bids need to be submitted to:

Tauquicity Neal, SFP, FMP
Facilities and Logistics Manager
St. Charles City-County Library
Administrative 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, December 7, 2022 by 3:00 pm CST

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:__________________________________________________________
PART 1 GENERAL

1.1 SECTION INCLUDES

A. Removal of existing roofing.
B. Asphalt roofing shingles.
C. Leak barrier and moisture shedding roof deck protection.
D. Underlayment.
E. Attic ventilation and ventilation accessories.

1.2 REFERENCES

A. American Society of Civil Engineers (ASCE): ASCE 7 - Minimum Design Loads for Buildings and Other Structures.
B. Asphalt Roofing Manufacturers Association (ARMA).
C. ASTM International (ASTM):
   4. ASTM A 653/A 653M - Standard Specification for Steel Sheet, Zinc Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
D. National Roofing Contractors Association (NRCA).
F. Underwriters Laboratory (UL)
1.3 DEFINITIONS
A. Roofing Terminology: Refer to ASTM D1079 and the glossary of the National Roofing Contractors Association (NRCA) Roofing and Waterproofing Manual for definitions of roofing terms related to this section.

1.4 SUBMITTALS
A. Submit under provisions of Section 01 30 00 - Administrative Requirements.
B. Product Data: Manufacturer's data sheets on each product to be used, showing compliance with requirements.
C. Installation Instructions: Manufacturer's installation instructions, showing required preparation and installation procedures.

1.5 QUALITY ASSURANCE
A. Manufacturer Qualifications: Provide all primary roofing products, including shingles, underlayment, leak barrier, and ventilation, by a single manufacturer.
B. Installer Qualifications: Installer must be approved by manufacturer for installation of all roofing products to be installed under this section.

1.6 REGULATORY REQUIREMENTS
A. Provide a roofing system achieving an Underwriters Laboratories (UL) Class A fire classification.
B. Install all roofing products in accordance with all federal, state and local building codes.
C. All work shall be performed in a manner consistent with current OSHA guidelines.

1.7 PRE-INSTALLATION MEETINGS
A. Convene a pre-installation meeting a minimum two weeks prior to starting work of this section.
   1. Mandatory Attendees: Roofing installer and manufacturer's steep slope technical representative (not sales agent).
   2. Optional Attendees: Owner's representative, Architect's representative, prime Contractor's representative.
   3. Review all pertinent requirements for achieving the warranty specified below and set schedule for final warranty inspection.

1.8 DELIVERY, STORAGE, AND HANDLING
A. Store products in manufacturer's unopened labeled packaging until ready for installation.
B. Store products in a covered, ventilated area, at temperature not more than 110 degrees F (43 degrees C); do not store near steam pipes, radiators, or in sunlight.
C. Store bundles on flat surface to maximum height recommended by manufacturer; store rolls on end.
D. Store and dispose of solvent-based materials, in accordance with requirements of local authorities having jurisdiction.
1.9 WEATHER CONDITIONS
A. Proceed with work only when existing and forecasted weather conditions will permit work to be performed in accordance with roofing shingle manufacturer’s recommendations.

1.10 WARRANTY
A. Provide manufacturer’s standard limited warranty:
   1. Provide to the Owner a Shingle & Accessory Ltd. Ten Year Warranty.
   2. Contractor Two-year workmanship/labor Warranty

PART 2 PRODUCTS

2.1 MANUFACTURERS
A. GAF, Residential Roofing Products, Parsippany, NY
B. CertainTeed Malvern, PA
C. Owens Corning, Toledo, OH
D. Requests for substitutions will be considered.

2.2 SHINGLES
A. Timberline Ultra HD Lifetime High Definition Shingles, by GAF:
   1. Granule surfaced, self-sealing asphalt shingle with a strong fiberglass reinforced Micro Weave core and StainGuard protection, which prevents pronounced discoloration from blue-green algae through formulation/unique blends of granules.
   2. Architectural laminate styling provides a wood shake appearance with a 5 5/8 in. exposure. Features GAF’s patented High Definition color blends and enhanced shadow effect.
   3. UL 790 Class A rated with UL 997 Wind Resistance Label; ASTM D 7158, Class H; ASTM D 3161, Type 1; ASTM D 3018, Type 1; ASTM D 3462; AC438 compliant; CSA 123.5-98; Dade County Approved, Florida Building Code Approved, Texas Dept of Insurance Approved, ICC Report Approval.

2.3 LEAK BARRIER
A. Self-adhering, self-sealing, bituminous leak barrier surfaced with fine, skid-resistant granules. Approved by UL, Dade County, ICC, State of Florida and Texas Department of Insurance. Each roll contains approx. 150 sq ft (13.9 sq.m.), 36 inches X 50 feet (0.9m x 20.3m) or 200 sq ft (18.6 sq.m.), 36 inches X 66.7 feet (0.9m x 20.3m). WeatherWatch Leak Barrier, by GAF.

2.4 UNDERLAYMENT.
A. ASTM D4869 synthetic underlayment. Two ply felt application required on all slopes less than 4/12.

2.5 ATTIC VENTILATION
A. Ridge Vents:
   1. Flexible rigid plastic ridge ventilator designed to allow the passage of hot air from attics, while resisting snow infiltration. For use in conjunction with eave/soffit ventilation products. Provides 12.5 sq inches NFVA per lineal foot (26460 sq.mm/m). Each package contains 20 lineal feet (6.10m) of vent. Cobra Ridge Runner Ridge Vent by GAF.
2. 25-WATT SOLAR ATTIC FAN  
Professional grade, 25-Watt solar panel with heavy duty ABS fan shroud and 20 gauge steel housing and flashing. Air Vent model 9025TR is the basis of design.

2.6 NAILS  
A. Nails: Standard round wire, zinc-coated steel or aluminum; 10 to 12 gauge, smooth, barbed or deformed shank, with heads 3/8 inch (9mm) to 7/16 inch (11mm) in diameter. Length must be sufficient to penetrate into solid wood at least 3/4 inch (19mm) or through plywood or oriented strand board by at least 1/8 inch (3.18mm).

PART 3 EXECUTION

3.1 EXAMINATION  
A. Do not begin installation until roof deck has been properly prepared.  
B. If roof deck preparation is the responsibility of another installer, notify Architect or building owner of unsatisfactory preparation before proceeding.

3.2 REMOVAL OF EXISTING ROOFING  
A. Remove all existing roofing down to the roof deck.  
B. Verify that deck is dry, sound, clean and smooth, free of depressions, waves and projections.  
C. Cover with sheet metal all holes over 1-inch (25 mm) diameter, cracks over 1/2 inch (12 mm) in width, loose knots and excessively resinous areas.  
D. Replace damaged deck with new materials.  
E. Clean deck surfaces thoroughly prior to installation of eaves protection membrane and underlayment.

3.3 PREPARATION OF SUBSTRATE  
A. Clean deck surfaces thoroughly prior to installation of leak barrier and roof deck protection.  
B. At areas to receive leak barrier, fill knot holes and cracks with latex filler.  
C. Chimneys: Install crickets on the upslope side of any chimney located in the north, on a roof steeper than 6:12, or wider than 24 inches (610 mm).

3.4 INSTALLATION OF UNDERLAYMENT  
A. Install using methods recommended by manufacturer in accordance with local building code. When local codes and application instructions are in conflict, the more stringent requirements shall take precedence.  
B. Eaves:  
   1. Place eave edge metal flashing tight with fascia boards; lap joints 2 inches (50 mm) and seal with plastic cement; nail at top of flange.  
   2. On roofs with slope between 2:12 and 4:12, and on all roofs in the north, install leak barrier up the slope from eave edge to 36 inches from the edge or at least 24 inches (610 mm) beyond the interior face of the warm exterior wall, whichever is greater; lap ends 6 inches (150 mm) and bond.
C. Valleys:
1. Install leak barrier at least 36 inches wide centered on valley; lap ends 6 inches (150 mm) and seal.
2. Where valleys are indicated to be "open valleys", install metal flashing over leak barrier before roof deck protection is installed; DO NOT NAIL THROUGH metal flashing; secure by nailing at 18 inches (457 mm) on center just beyond edge of flashing so that nail heads hold down edge.

D. Hips and Ridges:
1. Install GAF leak barrier along entire lengths. If ridge vents are to be installed, position the GAF leak barrier so that the ridge slots will not be covered.

E. Roof Deck:
1. Install one layer of roof deck protection over entire area not protected by eave or valley membrane; run sheets horizontally lapped so water sheds; nail in place.
2. On roofs sloped at more than 4 in 12, lap horizontal edges at least 2 inches (50 mm) and at least 2 inches (50 mm) over eave protection membrane.
3. On roofs sloped between 2 in 12 and 4 in 12, lap horizontal edges at least 19 inches (480 mm) and at least 19 inches (485 mm) over eave protection membrane.
4. Lap ends at least 4 inches (100 mm); stagger end laps of each layer at least 36 inches (915 mm).
5. Lap roof deck protection over valley protection at least 6 inches (152 mm).

F. Deck-Armor Application
1. Deck-Armor shall be installed over a clean, dry deck.
2. Install Weather Watch or StormGuard Leak Barrier at eaves, valleys, rakes, skylights, dormers and other vulnerable leak areas.
3. Lay Deck-Armor over deck and overlap 3in. (76mm) at side laps and 6in. (152mm) at end laps.
4. For exposure to rain or snow, overlap 12in. (305mm) at end laps.
5. For side and end laps: fasten Deck-Armor 12in. (305mm) o.c. (6in. (152mm) o.c. for high wind areas).
6. For middle of the roll: fasten Deck-Armor 24in. (610mm) o.c. (12in. (305mm) o.c. for high wind areas).
7. For exposure to rail or snow, completely cover all side laps, end laps and fasteners with tape.
8. For long term exposure see complete Deck-Armor installation instructions for side lap detail.
9. If roof may be exposed to high winds, apply tape over all fasteners at the center of the roll to prevent rain or snow from entering at the fasteners.

G. Penetrations:
1. At vent pipes, install a 24 inch (610 mm) square piece of leak barrier lapping over roof deck protection; seal tightly to pipe.
2. At vertical walls, install leak barrier extending at least 6 inches (150 mm) up the wall and 12 inches (305 mm) on to the roof surface lapping over roof deck protection.
3. At skylights and roof hatches, install leak barrier up the sides of the frame and 12 inches (305 mm) on to the roof surface on all sides, lapping over roof deck protection.
4. At chimneys, install leak barrier around entire chimney extending at least 6 inches (152 mm) up the wall and 12 inches (305 mm) on to the roof surface lapping over roof deck protection.
5. At rake edges, install metal edge flashing over leak barrier and roof deck protection; set tight to rake boards; lap joints at least 2 inches (50 mm) and seal with plastic cement; secure with nails.
6. At hips and ridges, install leak barrier along entire lengths. If ridge vents are to be installed, position the leak barrier so that the ridge slots are not covered.
3.5 INSTALLATION OF SHINGLES

A. Install in accordance with manufacturer's instructions and requirements of local building code.
   1. Avoid breakage of shingles by avoiding dropping bundles on edge, by separating shingles carefully (not by "breaking" over ridge or bundles), and by taking extra precautions in temperatures below 40 degrees F (4 degrees C).
   2. Handle carefully in hot weather to avoid damaging shingle edges.
   3. Secure with 4 to 6 nails per shingle; use number of nails required by manufacturer or by code, whichever is greater. Nails must be long enough to penetrate through plywood or OSB, or 3/4 inch (19 mm) into dimensional lumber.

B. Install hip and ridge shingles as required by the manufacturer. At ridges, install hip and ridge shingles over ridge or ridge vent material.

C. Make valleys using "open valley" technique:
   1. Snap diverging chalk lines on metal flashing, starting at 3 inches (75 mm) each side of top of valley, spreading at 1/8 inch per foot (9 mm per meter) to eave.
   2. Run shingles to chalk line.
   3. Trim last shingle in each course to match chalk line; do not trim shingles to less than 12 inches (305 mm) width.
   4. Apply 2 inches (50 mm) wide strip of plastic cement under ends of shingles, sealing to metal flashing.

D. All penetrations are to be flashed according to GAF, ARMA and NRCA application instructions and construction details.

3.6 INSTALLATION OF VENTILATION

A. Code Requirements: Ventilation shall meet or exceed current FHA, HUD and local code requirements.

B. Ridge Vents:
   1. Cut continuous vent slot through sheathing, stopping 6 inches (150 mm) from each end of ridge.
   2. On roofs without ridge board, make slot 2 inches (50 mm) wide, centered on ridge.
   3. On roofs with ridge board, make two slots 1-3/4 inches (89 mm) wide, one on each side.
   4. Install ridge vent material full length of ridge, including uncut areas.
   5. Butt ends of lengths of ridge vent material and join using plastic cement.
   6. Install eave vents in sufficient quantity to equal or exceed the ridge vent area, calculated as specified by manufacturer.
   7. Install ridge shingles over ridge vent material; use nails of specified length; do not drive nails home, leaving 3/4 inch (19 mm) slot open between ridge and roof shingles.

C. Solar ventilation
   Follow manufacturers installation instructions.

3.7 PROTECTION

A. Stage work progress so that traffic is minimized over completed roofing.

B. Protect installed products until completion of project

END OF SECTION
Entranceway awning roof is included.

~20 square feet at step flashing location.
Wood deck
Synthetic underlayment-2 ply on 3/12 areas
Asphalt Shingles

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<table>
<thead>
<tr>
<th>DETAIL NUMBER:</th>
<th>DATE:</th>
<th>COMPANY:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Detail A</td>
<td>10/11/2022</td>
<td>Central States Roof Consulting</td>
</tr>
<tr>
<td>Drawn By:</td>
<td>JM</td>
<td>PROJECT:</td>
</tr>
<tr>
<td>SCALE:</td>
<td>NTS</td>
<td>1000 Kisker Road</td>
</tr>
</tbody>
</table>
EAVE WITH WATER AND ICE-DAM PROTECTION MEMBRANE

NOTES:

1. FOR L-TYPE DRIP EDGE METAL, STARTER COURSE EXTENDS UP TO 3/4" BEYOND THE PERIMETER EDGE ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.

2. REFER TO THE INTRODUCTION OF THE CONSTRUCTION DETAILS CHAPTER FOR ADDITIONAL INFORMATION.

EAVE WITH WATER AND ICE-DAM PROTECTION MEMBRANE

2013

NOT DRAWN TO SCALE

ASPH-3
NOTES:

1. THIS DETAIL SHOWS ONE TYPE OF GUTTER SUPPORT. GUTTER SECUREMENT AND SUPPORT OPTIONS VARY.
2. REFER TO THE INTRODUCTION OF THE CONSTRUCTION DETAILS CHAPTER FOR ADDITIONAL INFORMATION.

EAVE WITH GUTTER AND WATER AND ICE-DAM PROTECTION MEMBRANE
RIDGE WITH CONTINUOUS RIDGE VENT

NOTES:
1. RIDGE VENT TYPES VARY. FOLLOW MANUFACTURER'S INSTALLATION RECOMMENDATIONS.
2. REFER TO THE INTRODUCTION OF THE CONSTRUCTION DETAILS CHAPTER FOR ADDITIONAL INFORMATION.
NOTES:
1. MOST MANUFACTURERS SUPPLY SPECIAL HIP SHINGLES. FOLLOW MANUFACTURER'S INSTALLATION INSTRUCTIONS.
2. REFER TO THE INTRODUCTION OF THE CONSTRUCTION DETAILS CHAPTER FOR ADDITIONAL INFORMATION.
FOR CLIPPED VALLEY DETAIL (OPTION 1), HEAVIER WEIGHT SHINGLES MUST BE USED. VALLEY UNDERLAYMENT TYPE AND NECESSITY MAY VARY DEPENDING ON CLIMATIC CONDITIONS.

NOTES:
1. VALLEY UNDERLAYMENT TYPE AND NECESSITY MAY VARY DEPENDING ON CLIMATIC CONDITIONS.
2. FOR CLIPPED VALLEY DETAIL (OPTION 1), HEAVIER WEIGHT SHINGLES MUST BE USED.
3. VALLEY METAL WITHOUT RIB OR SPLASH DIVERTER MAY BE ACCEPTABLE.
4. SEALANT IS NOT REQUIRED FOR OPTIONS 1 AND 2.
5. REFER TO THE INTRODUCTION OF THE CONSTRUCTION DETAILS CHAPTER FOR ADDITIONAL INFORMATION.

OPEN VALLEY
FIELD UNDERLAYMENT AND ROOF DECK NOT SHOWN FOR CLARITY

VALLEY UNDERLAYMENT

EXTEND SHINGLE 12" MIN. BEYOND CENTER OF VALLEY

SEALANT

SEALING STRIPS

ASPHALT SHINGLES

TRIM CORNER OF SHINGLES

SLOPE

NOTES:
1. VALLEY UNDERLAYMENT TYPE AND NECESSITY MAY VARY DEPENDING ON CLIMATIC CONDITIONS.
2. NO FASTENERS WITHIN 6 INCHES OF VALLEY CENTER.
3. THE CUT SIDE OF THE VALLEY SHOULD BE ON THE SIDE WITH THE GREATEST ROOF AREA.
4. REFER TO THE INTRODUCTION OF THE CONSTRUCTION DETAILS CHAPTER FOR ADDITIONAL INFORMATION.

CLOSED-CUT VALLEY

2013

NOT DRAWN TO SCALE

ASPH-10
SIDEWALL FLASHING WITH TWO-PIECE COUNTERFLASHING

1. REFER TO THE INTRODUCTION OF THE CONSTRUCTION DETAILS CHAPTER FOR ADDITIONAL INFORMATION.
2. FOR SECUREMENT AND JOINERY OPTIONS FOR SHEET METAL AND COUNTERFLASHING OPTIONS, REFER TO THE NRCA ROOFING MANUAL: ARCHITECTURAL METAL FLASHING, CONDENSATION CONTROL AND REROOFING.

NOTES:
NOTE:
1. REFER TO THE INTRODUCTION OF THE CONSTRUCTION DETAILS CHAPTER FOR ADDITIONAL INFORMATION.

VENT PIPE PENETRATION
IMPORTANT: Read all warning messages and instructions before starting installation of this fan. Failure to follow these safety instructions can result in injury or even death. If you need assistance in understanding these instructions or have questions or comments, please call 1-800-247-8368.

ELECTRICAL HAZARDS
DANGER: Watch out for existing electrical wiring and other utility wires or pipes when selecting a location for the fan. Do not install the fan where there is electrical wiring in the way. Select another location or have a qualified electrician move the wiring to a different location.

LACERATION HAZARDS
DANGER: This fan has an unguarded fan blade. Do not use in locations which are readily accessible to people or animals. Do not let children play in an attic where this fan has been installed. Contact with this fan while in operation can result in serious injury.

WARNING: This product has sharp metal edges that can cut your hands. Wear canvas work gloves while handling the fan during installation.

CARBON MONOXIDE HAZARDS
DANGER: Carbon monoxide is a colorless, odorless gas that can kill. Carbon monoxide may be drawn into the house by the operation of this fan if your fuel-burning equipment is not properly maintained and vented or if you lack adequate attic venting.

You should check the flue of your hot water heater and furnace to see that the pipes are intact and sealed. Request an inspection from your fuel supplier (gas company or heating oil company) or from a municipal building inspector if you have any questions about the safety of your fuel-burning equipment.

OTHER HAZARDS
DANGER: For general ventilating use only. Do not use to exhaust hazardous or explosive materials or vapors. Use of this fan to exhaust hazardous, explosive or flammable materials may result in a fire or explosion, causing injury or death.

For safe operation, you must also check the number and size of your intake vents. You must have the required unobstructed intake vents in soffit or under-eaves (see below). If you have less than specified, STOP and install additional intake vents before proceeding.

INTAKE NEEDED:
9010TR - 405 sq. in. (2.8 sq. ft.)
9025TR - 875 sq. in. (6.1 sq. ft.)

DANGER: Keep the solar panel covered by its protective packing until the fan is mounted or at anytime the motor or fan blade are being serviced. This fan is controlled by a solar panel - it may start at any time the solar panel is exposed to sunlight. Contact with the fan blades while the fan is operating can result in serious injury.

WARNING: This product has sharp metal edges that can cut your hands. Wear canvas work gloves while handling the fan during installation.

DANGER: This fan has an unguarded fan blade. Do not use in locations which are readily accessible to people or animals. Do not let children play in an attic where this fan has been installed. Contact with this fan while in operation can result in serious injury.

WARNING: This product has sharp metal edges that can cut your hands. Wear canvas work gloves while handling the fan during installation.

IMPORTANT: Antes de comenzar a instalar este ventilador, lea todos los mensajes de advertencia y las instrucciones. El no seguir estas instrucciones de seguridad puede causar lesiones o incluso la muerte. Si necesita asistencia para comprender estas instrucciones o desea hacer preguntas o comentarios, llame al 1-800-247-8368.

RIESGOS ELECTRICOS
PELIGRO: Cuando elija un lugar para el ventilador, preste atención a la existencia de cableado eléctrico y otros cables o tubos de servicio. No instale el ventilador donde exista cableado eléctrico. Seleccione otro lugar o solicite a un electricista especializado que traslade el cableado a otra ubicación.

RIESGOS DE LACERACIONES
PELIGRO: Este ventilador tiene aspas no protegidas. No lo utilice en lugares fácilmente accesibles a personas o animales. No permita que los niños jueguen en un atico donde se haya instalado este ventilador. El contacto con este producto en funcionamiento puede ocasionar lesiones o incluso la muerte.

PELIGRO: Mantenga el panel solar cubierto con su envase protector hasta que se instale el ventilador o cada vez que el motor o el aspa del ventilador reciban servicio. Este ventilador es controlado por un panel solar, por lo que puede ponerse en funcionamiento toda vez que el panel solar este expuesto a la luz solar. El contacto con las aspas del ventilador mientras esta esta en funcionamiento puede ocasionar graves lesiones.

ADVERTENCIA: Este producto tiene bordes metálicos filosos que pueden cortarle las manos. Mientras manipula el ventilador durante la instalación, utilice guantes de trabajo de lona.

RIESGO DE MONÓXIDO DE CARBONO
PELIGRO: El monóxido de carbono es un gas incoloro y sin olor que puede provocar la muerte. El funcionamiento del ventilador puede llevar este gas al interior de la casa si el equipo que consume combustible no se mantiene y ventila correctamente, o si no se dispone de una ventilación adecuada en el atico.

Es aconsejable verificar el canal de la chimenea del calentador de agua y el homo para garantizar que la tubería este intacta y sellada. Si tiene alguna pregunta sobre la seguridad def sistema de escape de sus equipos que consumen combustible, solicite una inspección a su proveedor de combustible (compañía de gas o de aceite combustible), o bien a un inspector municipal de construcción.

OTROS RIESGOS
PELIGRO: Para ventilación general únicamente. No utilice el producto para expeler materiales o vapores peligrosos o explosivos. El uso de este ventilador para expeler materiales peligrosos, explosivos o inflamables puede dar lugar a un incendio o una explosion y causar lesiones o la muerte.

Para una operación segura, también debe verificar el número y el tamaño de sus respiraderos de admisión. Debe tener los respiraderos de entrada sin obstrucciones requeridos en el sofit o bajo el alero (vea abajo). Si tiene menos de lo especificado, deténgase e instale ventilaciones de admisión adicionales antes de continuar.

RESPIRADORES DE ADMISIÓN NECESARIA:
9010TR - 405 pulgadas cuadradas (2.8 pies cuadrados)
9025TR - 875 pulgadas cuadradas (6.1 pies cuadrados)
ROOF-MOUNT SOLAR POWER VENTILATOR INSTALLATION INSTRUCTIONS

NOTE: Air intake openings must be installed for proper exhaust operation. Best results will be obtained if these openings are located around the eaves. Rectangular soffit vents or continuous soffit vents are suggested.

<table>
<thead>
<tr>
<th>Model</th>
<th>Sq. In. of Air Intake</th>
<th>Roof Pitch</th>
<th>Model</th>
<th>Pulgadas cuadrados de abertura necesaria para toma de aire</th>
<th>Distancias del tejado</th>
</tr>
</thead>
<tbody>
<tr>
<td>9010TR</td>
<td>405 (2.8 sq. ft.)</td>
<td>3/12 to 8/12</td>
<td>9010TR</td>
<td>405 (2.8 pies cuadrados)</td>
<td>3/12 a 8/12</td>
</tr>
<tr>
<td>9025TR</td>
<td>875 (5.1 sq. ft.)</td>
<td>3/12 to 8/12</td>
<td>9025TR</td>
<td>875 (6.1 pies cuadrados)</td>
<td>3/12 a 8/12</td>
</tr>
</tbody>
</table>

TOOLS NEEDED:
- electric drill
- 1/2" drill bit
- jig or sabre saw
- tape measure
- pencil or marker
- hammer
- utility knife
- caulk gun
- work gloves
- safety glasses

MATERIALS NEEDED:
- roofing nails (ring shank recommended)
- caulk and/or roofing cement

WHAT COMES IN THE CARTON:
- roof-mount fan and motor assembly

NOTE: Please do not remove/discard protective cover for solar panel until installation is complete.

1. SELECT VENTILATOR LOCATION

Select a location close to the ridgeline on the backside of the house to maximize sun exposure. The ventilator should be installed near the center of the roof for optimum airflow. Refer to Illustration – 1. If installing multiple fans, space them evenly across the roof. From the roof, measure the distance to the ridgeline and to one end of the roof. Note these dimensions for use in Step 2.

2. DETERMINE EXACT VENTILATOR POSITION

Using the dimensions obtained on the roof in Step 1, locate the same position inside the attic. Select the closest centered location between two rafters to establish the center of the roof-mount solar powered attic ventilator. From the attic, drill a guide hole through the roof at the location centered between rafters. Refer to Illustration – 2. Place an object through the hole for quick identification from the roof.

INSTRUCIONES DE INSTALACIÓN DEL VENTILADOR A ENERGÍA SOLAR DE MONTAJE EN EL TECHO

NOTA: Deben instalarse aberturas de toma de aire para el correcto funcionamiento del ventilador. Los mejores resultados se logran si estas aberturas se encuentran alrededor del aro. Se sugieren respiraderos rectangulares o continuos en el sofito.

<table>
<thead>
<tr>
<th>Modelo</th>
<th>Pulgadas cuadrados de abertura necesaria para toma de aire</th>
<th>Distancias del tejado</th>
</tr>
</thead>
<tbody>
<tr>
<td>9010TR</td>
<td>405 (2.8 pies cuadrados)</td>
<td>3/12 a 8/12</td>
</tr>
<tr>
<td>9025TR</td>
<td>875 (6.1 pies cuadrados)</td>
<td>3/12 a 8/12</td>
</tr>
</tbody>
</table>

HERRAMIENTAS NECESARIAS:
- taladro eléctrico
- broca de taladro de 1/2 pulg.
- cinta métrica
- lápiz o marcador
- martillo
- ochillo utilitario
- pistola calafateadora
- guantes de trabajo
- anteojos de protección

MATERIALES NECESARIOS:
- clavos para techo (se recomienda de cuerpo estriado)
- calafate o cemento para techar

CONTENIDO DE LA CAJA:
- ventilador de techo y conjunto del motor

NOTA: No quite ni desecho el protector del panel solar hasta que finalice la instalación.

1. SELECCIONE EL LUGAR DEL VENTILADOR


2. DETERMINE LA POSICIÓN EXACTA DEL VENTILADOR

Usando las dimensiones obtenidas en el techo en el Paso 1, ubíque la misma posición dentro del ático. Seleccione el lugar más cerca del centro entre dos vigas para establecer el centro del ventilador de ático a energía solar de montaje en el techo. Desde el ático, taladre un orificio de guía a través del techo en el lugar centrado entre dos vigas. Vea la ilustración – 2. Pase algún objeto por el orificio para poder ubicarlo fácilmente desde el techo.
3. MARK AND CUT HOLE IN ROOF

From the roof, draw a 14-1/2" diameter circle centered on the guide hole created in Step 2 using the template on the carton. Cut and remove all roof shingles (and deck) inside the 14-1/2" diameter circle using a jig or sabre saw. Refer to Illustration – 3. NOTE: Do not cut through any rafters. Cutting a rafter may jeopardize the structural integrity of the roof.

Illustration – 3 Hole in Roof for Ventilator

4. TRIM ROOF COVERING MATERIALS

Using a utility knife, cut an extra 1" off the top half of the hole (shingles only) to allow room for placing and positioning the flange. Refer to Illustration – 4.

5. CONNECT FAN MOTOR

WARNING: Depending on the panel’s sun exposure, it may be likely that the fan will start spinning once the connections are made. To avoid possible harm, it is recommended that the solar panel’s protective covering be left in place until the installation is complete.

Using the male and female quick connect terminations from the panel and the motor, connect the appropriate leads as follows:

- Connect the ribbed wire “+” from the panel to the white wire “+” from the motor.
- Connect the smooth wire “-” from the panel to the black wire “-” from the motor.

Refer to Illustration – 5.

6. MOUNT THE VENTILATOR TO THE ROOF

Make sure the top edge of the base flange parallels the ridgeline of the roof. The embossed arrow, with the adjacent embossed word “UP”, should be pointing toward the ridgeline. Slip the upper half of the flange under the shingles as shown in Illustration – 6. Center the ventilator over the hole. Next, attach the flange securely to the roof using 8 roofing nails. Nails should be placed 2-3 inches inward from outside edge of flange.

Illustration – 6 Mounting the Ventilator

3. MARQUE Y CORTE UN ORIFICIO EN EL TECHO

Desde el techo, trace un círculo de 14-1/2 pulg. de diámetro centrado en el orificio de guía creado en el Paso 2 usando la plantilla que viene en la caja. Corte y retire todas las tejas del techo (y el revestimiento) dentro del círculo de 14-1/2 pulg. de diámetro usando una sierra de vaivén o caladora. Vea la ilustración – 3. NOTA: Tenga cuidado de no cortar ninguna viga. Si corta una viga podría poner en juego la integridad estructural del techo.

4. RECORTE LOS MATERIALES DE REVESTIMIENTO DEL TECHO

Con un cuchillo de utillería, corte una pulgada extra de la parte superior del orificio (solamente las tejas) para hacer lugar para colocar y ubicar la pestaña. Vea la ilustración – 4.

5. CONECTE EL MOTOR DEL VENTILADOR

ADVERTENCIA: Según la exposición solar que tenga el panel, es posible que el ventilador comience a girar una vez hechas las conexiones. Para evitar un posible daño, se recomienda dejar el protector del panel solar en su lugar hasta que finalice la instalación.

Usando las terminaciones de conexión rápida y hembra del panel y del motor, conecte los cables de la siguiente manera:

- Conecte el cable estriado “+” del panel al cable blanco “+” del motor.
- Conecte el cable liso “-” del panel al cable negro “-” del motor.

Vea la ilustración – 5.

6. INSTALE EN VENTILADOR EN EL TECHO

Asegúrese de que el borde superior de la pestaña de la base esté paralelo a la cumbre del techo. La flecha en relieve, con la inscripción “UP”, debe estar apuntando hacia la cumbre del techo. Deslice la mitad superior de la pestaña debajo de las tejas como se muestra en la ilustración – 6. Centre el ventilador sobre el orificio. A continuación, fije la pestaña firmemente al techo usando clavos para techar alrededor del perímetro de la unidad.
NOTE: Nails on the top half of the flange should be positioned underneath the top layers of shingles.

NOTE: Nails used to secure the unit to the roof should be of sufficient length to fully penetrate the underside of the decking material.

A non-hardening caulk or roofing cement should be used as a seal between the flange and shingles and also to seal the exposed nail heads.

7. ADJUST THE SOLAR PANEL

Tilt and/or rotate the solar panel in the direction that maximizes the sun exposure as shown in Illustration – 7. The optimum tilt angle (toward the South) can be calculated by using the site latitude plus 20 degrees. The resultant angle should be used to position the panel from the horizontal position (panel facing directly vertical) toward the South. NOTE: The resultant angle may include the roof pitch depending on the orientation of the structure.

To tilt the solar panel, loosen the two (2) wing nuts that connect the arms of the bracket assembly to the frame of the solar panel. Lift the panel up to the appropriate tilt angle, then tighten the two (2) wing nuts to secure the solar panel in place.

To rotate the solar panel, loosen the three (3) wing nuts that secure the solar panel and bracket assembly to the top of the dome (located beneath the solar panel). Rotate the solar panel and bracket assembly to the optimal orientation, then tighten the three (3) wing nuts to secure the bracket in place.

8. REMOVE SOLAR PANEL PROTECTIVE COVER

Carefully remove the protective cover from the solar panel to cool the attic with the new solar powered attic vent.

NOTA: Los clavos en la mitad superior de la pestaña deben colocarse debajo de las capas superiores de tejas.

NOTA: Los clavos usados para fijar la unidad al techo deben ser lo suficientemente largos como para penetrar completamente la parte de abajo del material de revestimiento.

Se debe usar un calafate que no se endurezca o cemento de techado como sellador entre la pestaña y las tejas y para sellar también las cabezas expuestas de los clavos.

7. AJUSTE EL PANEL Solar

Incline o rote el panel solar en la dirección que maximice la exposición solar, como lo indica la ilustración – 7. El ángulo de inclinación óptimo (hacia el sur) se puede calcular mediante el uso de la latitud del lugar más 20 grados. El ángulo resultante se debe usar para colocar el panel de la posición horizontal (el panel en dirección vertical directa) hacia el sur. NOTA: Es posible que el ángulo resultante incluya la pendiente del techo, según la orientación de la estructura.

Para inclinar el panel solar, afíjelo las dos (2) tuercas mariposa que unen los brazos del conjunto de soporte a la estructura del panel solar. Incline el panel hacia arriba hasta colocarlo en el ángulo de inclinación adecuado, luego ajuste las dos (2) tuercas mariposa para sujetar el panel solar en el lugar.

Para rotar el panel solar, afíjelo las tres (3) tuercas mariposa que sujetan el panel solar y el conjunto de soporte a la parte superior de la cúpula (ubicada debajo del panel solar). Rote el panel solar y el conjunto de soporte hacia la orientación óptima, luego ajuste las tres (3) tuercas mariposa para sujetar el soporte en el lugar.

8. QUITA EL PROTECTOR DEL PANEL SOLAR

Retire cuidadosamente el protector del panel solar para refrigerar el ático con el nuevo ventilador de ático a energía solar.
Warranty

Manufacturer’s Limited Warranty
U.S. Sunlight Corp. ("Manufacturer") warrants that certain of its product components are free from defects of workmanship and/or materials for a period of time commencing on the date of original purchase and continuing as noted hereafter: (a) attic fan motors for a period of five (5) years (b) solar panels for a period of twenty (20) years (c) attic fan housings for a period of twenty (20) years. The term “defects” means that the product functionality is impaired.

Disclaimer
Except as expressly set forth herein, all Manufacturer’s products, including components thereof, are sold “AS IS” without warranty of merchantability, fitness for intended purpose, or other warranty, express or implied. In no event shall Manufacturer be liable for the loss of profits, indirect, special, incidental, consequential or other similar damages, including but not limited to any claim or demand arising out of the installation, furnishing, or functioning of a product or use by purchaser or any third party. The warranty terms and conditions detailed above do not extend to misuse, neglect, abuse, alteration, exposure to extreme weather conditions, lightning strikes, physical damage to any product, or damages caused by transportation or installation of any product. Manufacturer explicitly does not warrant any labor, shipping, or service fees incurred by purchaser for the replacement, repair, or exchange of any product or product components claimed under the above warranty terms and conditions.

Warranty Claims
Warranty claims shall be submitted in writing to Manufacturer at its principal place of business. Claims shall include a copy of the original purchase invoice, purchaser’s name, address, telephone number, and e-mail address, and such other particulars as are necessary to describe the claimed defect. If requested by Manufacturer, purchaser shall ship the claimed defective component(s) to Manufacturer's principal place of business, FOB destination, freight prepaid, for evaluation. As to any product component determined by Manufacturer to contain a defect covered by its warranty, Manufacturer reserves the right, at its discretion, to repair or replace the defective component, or rebate a portion of the purchase price prorated based on the balance of the warranty term.

General
This limited warranty contains all of the terms and conditions of Manufacturer’s warranty of the purchased product and its components. No representation, arrangement, or agreement not appearing herein shall be binding on Manufacturer. This limited warranty is issued in and shall be governed by the laws of the State of Nevada.

Registration
We would love to hear from you!
To register your new product, please visit our website:
www.ussunlight.com

Garantía

Garantía Limitada del Fabricante
U.S. Sunlight Corp. ("Fabricante") garantiza que algunos de los componentes del producto están libres de defectos de mano de obra y/o de materiales, a partir de la fecha de compra original y continua según se indica a continuación: (a) motor de ventilador de ático por un periodo de cinco años (5) años (b) paneles solares por un periodo de veinte años (20) años (c) cubiertas del ventilador de ático por un periodo de veinte años (20) años.

Exoneración / Descargo de Responsabilidad
Excepto a lo expresado a continuación, todos los productos del fabricante, incluyendo componentes, se venden en las condiciones “COMO ESTÁ” sin la garantía de cometer errores, para el propósito previsto, o cualquier otra garantía, expresada o implícita. En ningún caso el fabricante será responsable por la pérdida o daños de los ya sea por causas indirectas, especiales, fortuitas, o de cualquier otra índole, incluyendo pero no limitándose a ningún reclamo o demanda resultante de la instalación, el equipamiento, o el funcionamiento de un producto, o del uso por parte del comprador o terceras personas. Las condiciones y términos de la garantía detalladas arriba no se extienden al mal uso, negligencia, abuso, alteración, exposición a condiciones atmosféricas extremas, rayos, relámpagos, daños físicos a cualquier producto, o daños causados por el transporte o la instalación de cualquier producto. El fabricante explícitamente no autoriza ningún trabajo, envío, u honorarios de servicio contraídos por el comprador con fines de reemplazo, reparación, o el intercambio de ningún producto o componentes del mismo, demandado conforme a las condiciones y términos de la garantía mencionada anteriormente.

Reclamo de Garantía
Los reclamos de garantía serán presentados por escrito al fabricante, en el lugar donde el fabricante tiene sus oficinas principales. Los reclamos deberán incluir una copia de la factura de compra original, el nombre, domicilio, número o teléfono, dirección de correo electrónico del comprador, y desde luego la información necesaria que describa el defecto demandado. Si el fabricante lo pide, el comprador enviará el componente o componentes defectuosos al lugar donde el fabricante tiene sus oficinas principales, con destino de FOB, con el flete pagado por adelantado, para la evaluación. En cuanto al componente de un producto esté determinado por el fabricante contener un defecto cubierto por la garantía, el fabricante se reserva el derecho, a su discreción, de reparar o reemplazar el componente defectuoso, o bien otorgar un reembolso sobre el precio de compra, prorrateado en base al saldo del término de garantía.

General
Esta garantía limitada contiene todas las condiciones de la garantía del fabricante del producto comprado en y de sus componentes. Ninguna representación, acuerdo o arreglo, que no aparezca adjunto será obligatorio para el fabricante. Esta garantía limitada se publica en el Estado de California y se regirá por las leyes del mismo estado.

Registro
¡Nos encantaría estar en contacto con usted!
Para registrarse, por favor visite nuestra página de internet en la dirección: www.ussunlight.com
EXHIBIT B

[SAMPLE CONTRACT]
GENERAL CONTRACTOR CONSTRUCTION SERVICES AGREEMENT

[PROJECT]

This GENERAL CONTRACTOR CONSTRUCTION SERVICES AGREEMENT (“Agreement”) is made and entered into as of ________________, 2022, 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 ____________________.

WITNESSETH:

WHEREAS, the Library, pursuant to a Request for Proposals, dated ________________, 2022 and attached hereto and incorporated herein as Exhibit A (the “RFP”), solicited proposals for general contractor construction services in connection with the DESCRIPTION OF WORK AND PROPERTY NAME(S) (the “Project”); and

WHEREAS, Contractor submitted to the Library, on ________________, 2022, a Proposal attached hereto and incorporated herein as Exhibit B (the “Proposal”); 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 RFP, to provide construction Work as described in the RFP and in this Agreement; and

WHEREAS, pursuant to the RFP and Proposal, 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 RFP, and the Proposal (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.
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 7 of this Agreement.

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 Director of the Library, will be the Authorized Library Representative pursuant to this Agreement.

(b) [REPRESENTATIVE NAME], [TITLE] 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 Proposal, 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 Proposal, 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.

(g) [IF APPLICABLE] The Library is in the process of engaging a firm, as described in the RFP, to provide [service] for the Project (the “Owner’s Representative”).

Section 3. Scope of Work.

The Contractor’s Scope of Work includes the [describe the requested services] for the Project as described in the “Scope of Work” section in the RFP [IF APPLICABLE] [and Section _____ of the Project Manual].

Section 4. Compensation and Payment.

(a) Subject to the non-appropriation provisions of Section 7 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 [AMOUNT] Dollars ($$$) 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.

(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 RFP and contained below:

1. Worker’s Compensation & Employers Liability—Statutory Amount (Mandatory);
2. Automobile Liability for vehicles used—$500,000;
3. Commercial General Liability—$1,000,000; and
4. Professional Liability—$2,000,000.

(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 RFP and the Proposal, 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 a duly organized ____________ existing under the laws of the State of ____________ and is authorized to do business in the State of Missouri as a foreign corporation, 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 one year 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 one-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 Kuhl, Library Director
St. Charles City-County Library District
77 Boone Hills Drive
St. Peters, Missouri 63376
jkuhl@stchlibrary.org

(b) To Contractor:  
NAME, TITLE  
CONTRACTOR  
MAILING ADDRESS  
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 RFP and the Proposal 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 _______________________________
Its ______________________________

[CONTRACTOR]

By _______________________________
Its ______________________________
Exhibit A

[The Library’s RFP]
Exhibit B
[The Contractor’s Proposal]
EXHIBIT C

[Annual Wage Order No. 29]
In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Filed With Secretary of State: ________________________________ March 10, 2022

Last Date Objections May Be Filed: April 11, 2022
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</tr>
<tr>
<td>Linoleum Layer</td>
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<tr>
<td>Millwright</td>
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</tr>
<tr>
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</tr>
<tr>
<td>Cement Mason</td>
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<tr>
<td>Electrician (Inside Wireman)</td>
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<tr>
<td>Electrician Outside Lineman</td>
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</tr>
<tr>
<td>Lineman Operator</td>
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<tr>
<td>Lineman - Tree Trimmer</td>
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</tr>
<tr>
<td>Groundman</td>
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</tr>
<tr>
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</tr>
<tr>
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</tr>
<tr>
<td>Glazier</td>
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<tr>
<td>Ironworker</td>
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<td>First Semi-Skilled</td>
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<tr>
<td>Mason</td>
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<tr>
<td>Marble Mason</td>
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<tr>
<td>Marble Finisher</td>
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<tr>
<td>Terrazzo Worker</td>
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<td>Terrazzo Finisher</td>
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<td>Tile Setter</td>
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<tr>
<td>Tile Finisher</td>
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</tr>
<tr>
<td>Operating Engineer</td>
<td>$66.02</td>
</tr>
<tr>
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</tr>
<tr>
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<td>Group III</td>
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<td>Group III-A</td>
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<td>Group V</td>
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<tr>
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<td></td>
</tr>
<tr>
<td>Group III</td>
<td></td>
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<tr>
<td>Group IV</td>
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</tr>
</tbody>
</table>

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in Section 290.210 RSMo.
<table>
<thead>
<tr>
<th>OCCUPATIONAL TITLE</th>
<th><strong>Prevailing Hourly Rate</strong></th>
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<tbody>
<tr>
<td>Carpenter</td>
<td>$61.05</td>
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<td>Lineman Operator</td>
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<tr>
<td>Lineman - Tree Trimmer</td>
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</tr>
<tr>
<td>Groundman</td>
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</tr>
<tr>
<td>Groundman - Tree Trimmer</td>
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<tr>
<td>Laborer</td>
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<td>General Laborer</td>
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<td>Skilled Laborer</td>
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<tr>
<td>Operating Engineer</td>
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<td>Group III</td>
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<td>Group IV</td>
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<td>Truck Driver</td>
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</tr>
<tr>
<td>Group I</td>
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<td>Group II</td>
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<tr>
<td>Group III</td>
<td></td>
</tr>
<tr>
<td>Group IV</td>
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</tr>
</tbody>
</table>

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in Section 290.210 RSMo.
OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "overtime work" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.