

**REQUEST FOR PROPOSALS**

**CONTRACT, PLANS AND SPECIFICATIONS  
FOR  
ADMINISTRATION BUILDING ROOF REPLACEMENT PROJECT  
FOR  
THE BOARD OF WATER, LIGHT AND SINKING FUND COMMISSIONERS  
OF  
THE CITY OF DALTON, GEORGIA**

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**COMMISSIONERS**

**JOE YARBROUGH – CHAIRMAN  
ED ANTHONY – VICE CHAIRMAN  
TOMMY BOGGS  
ED ANTHONY  
JACKIE KILLINGS  
KEN WHITE**

**JOHN THOMAS  
CHIEF EXECUTIVE OFFICER**

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**May 2024**

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FOR  
THE WATER, LIGHT AND SINKING FUND COMMISSION  
OF  
THE CITY OF DALTON, GEORGIA

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# **ADVERTISEMENT FOR BIDS**

**001113**

**ADVERTISEMENT FOR BIDS  
FOR  
ADMINISTRATION ROOF REPLACEMENT PROJECT  
FOR  
THE BOARD OF WATER, LIGHT AND  
SINKING FUND COMMISSIONERS  
OF THE  
CITY OF DALTON, GEORGIA  
D/B/A DALTON UTILITIES**

Sealed Proposals for the **ADMINISTRATION ROOF REPLACEMENT PROJECT** for the BOARD OF WATER, LIGHT AND SINKING FUND COMMISSIONERS OF THE CITY OF DALTON, GEORGIA D/B/A DALTON UTILITIES (“Owner”) will be received in the Auditorium of the Dalton Utilities Administration Building at 1200 V.D. Parrott Jr. Parkway until **2:00 P.M. local time Friday May 10th, 2024**, at which time they will be publicly opened and read.

Work to be Done: The work to be done (hereinafter referred to as “Work”) consists of furnishing all materials and equipment, except those specified in the Bid, and performing all labor necessary for the following project (hereinafter referred to as “Project”):

- Complete tear off of approximately 19,000 square feet of Administration Building ballasted membrane roof
- Complete tear off of approximately 1,600 square feet of Administration Drive Thru membrane roof
- Decking preparation and repair as necessary
- Installation of new 20-Year Warrantied 60mil TPO membrane roof system on both structures

The Owner is authorized to issue change orders, without the necessity of additional requests for bids, within the scope of the Project when appropriate or necessary in the performance of the contract. No additional work shall be performed unless authorized by the Owner. The bidder declares that it understands that the unit price quantities shown in the proposal are subject to adjustment by either increase or decrease, by the Owner, and that should the quantities of any of the items of the work be increased, the bidder proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the bidder also understands that payment will be made on actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in the quantities, and that quantities will be determined upon completion of the Work at which time adjustment will be made to the contract amount by direct increase or decrease.

Bidder Pre-Qualifications: Pre-qualification of bidders for this project is required. Bidders must submit a pre-qualification package containing requested information to the office of Dalton Utilities **by 5:00 P.M., local time, Thursday, April 18, 2024**. All applicants submitting pre-qualification documentation will be notified of their status by **5:00 P.M. Friday April 19, 2022**. Only bids submitted by properly pre-qualified bidders will be opened.



**Mandatory Pre-Bid Meeting:** A mandatory pre-bid meeting will be held on-site for all properly pre-qualified bidders. This meeting will be held on **Tuesday, April 23, 2024**, at 2:00 pm in the upstairs auditorium at the Dalton Utilities office building located at 1200 V.D. Parrott Parkway in Dalton, Georgia. This meeting is mandatory and if a properly pre-qualified bidder does not attend, then Dalton Utilities will not open a bid from this contractor.

**Time Allotted:** All work as specified herein shall be completed within **45** calendar days of notice to proceed. Contractors submitting bids on project must be prepared to proceed with work within three weeks of bid opening.

**Bids:** Bids shall contain complete and detailed prices for labor, equipment, and construction materials for all items listed.

**Submittals:** Where indicated on the Bid Sheet, Manufacturers Data Sheets of the proposed materials to be used i.e.; Roofing Membrane, Adhesives, Sealants, etc. must be included with the submitted Bid.

**Certificate:** Must provide Manufacturers Certification to install the project.

**Performance and Bid Bond:** A bid bond will be required in the amount of 10% of the total bid amount. A contract performance bond and a payment bond, in an amount equal to one hundred percent (100%) of the contract price, will be required of the successful bidder.

**Withdrawal of Bids:** Except as provided in O.C.G.A. Section 36-91-50, no submitted bid may be withdrawn for a period of sixty (60) days after the scheduled closing time for the receipt of bids.

**Additional Instructions to Bidders, Drawings, Specifications and Contract Documents:** Additional instructions to bidders, drawings, specifications, and other contract documents may be examined at Dalton Utilities, Facilities Department, 1200 V.D. Parrott Jr. Parkway, Dalton, Georgia. Drawings, Specifications and Contract Documents may be obtained at Dalton Utilities' website <https://www.dutil.com/resources/> or in person at Dalton Utilities, 1200 V.D. Parrott Jr. Parkway, Dalton, Georgia 30721.

**Acceptance or Rejection of Bids:** The right is reserved to accept or reject any and all bids and to waive technicalities and informalities.

**Statutory Requirements:** Notwithstanding any provision of this advertisement, all proposals must also comply with the minimum applicable requirements of Chapter 91 of Title 36 of the Official Code of Georgia Annotated.

**E-Verify Requirements:** All contractors and subcontractors performing work for Dalton Utilities must participate in the E-Verify Program pursuant to the Georgia Security and Immigration Compliance Act (SB 529).

THE BOARD OF WATER, LIGHT AND SINKING FUND  
COMMISSIONERS OF THE CITY OF DALTON, GEORGIA

By: John Thomas, Chief Executive Officer

# **INSTRUCTIONS TO BIDDERS**

**002113**

**INSTRUCTIONS TO BIDDERS  
FOR  
ADMINISTRATION ROOF REPLACEMENT PROJECT  
FOR  
THE BOARD OF WATER, LIGHT AND SINKING FUND COMMISSIONERS  
OF THE  
CITY OF DALTON, GEORGIA  
D/B/A DALTON UTILITIES**

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Bids received until **2:00P.M.**, Local Time, **April 10, 2024**

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**INSTRUCTIONS TO BIDDERS**

**I. Definitions:**

Unless otherwise defined in this document, capitalized terms have the meaning defined in the Contract.

**II. Evaluation of Bidders:**

The Contract will be awarded pursuant to O.C.G.A. Section 36-91-21 to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation for bids. A responsible bidder is a person or entity that has the capability in all respects to perform fully and reliably the Contract requirements as determined by Dalton Utilities (“Owner”). A responsive bidder is a person or entity that has submitted a bid that conforms in all material respects to the requirements set forth in the invitation for bids as determined by Owner. Factors to be considered may include, but are not necessarily limited to the following:

**A. Determination of Contract Awardee:**

1. The Owner reserves the right to award the project to the Contractor who presents a bid that is determined to be the best overall value to the Owner. **This does not guarantee award of the project to the lowest bidder.** Award of this contract will be based on a combination of price, schedule, previous experience on similar projects, references from other sources having employed the contractor, and all other requirements detailed in this document and all contract documents. The Owner will

determine which is the lowest responsible and responsive bidder based on:

1. Price;
  2. Bidder's ability to complete the required work in the manner and timeframe as described herein.
  3. Bidder's history of completing similar work in a timely manner.
- 
2. Bidder's ability to begin the Work on this Project within three weeks upon the award of the Contract with sufficient resources to complete the Project by the Completion Date and maintain timely progress as determined by the Owner.

**B. Qualifications of Bidders:**

1. Each bidder must submit as part of its bid proposal a completed Statement of Bidder's Qualifications
2. The bidder must maintain a permanent place of business.
3. The bidder must have adequate technical experience on similar projects of comparable size.
4. The bidder must have sufficient resources (including but not limited to labor, equipment, and financial resources) to complete the Project by the Completion Date and maintain timely progress as determined by the Owner. The bidder should consider existing commitments in determining adequate personnel and equipment availability throughout the Project so as to stay on schedule and finish all Work by the Completion Date.
5. If the Contract is awarded to the bidder, the bidder must obtain and maintain insurance coverage of the types and amounts set forth in the Construction Contract.

**III. Site Examination:**

The bidder shall inspect the site fully and accept it in its present condition.

**IV. Interpretation of Specifications:**

If any entity contemplating submitting a bid for the Project has any question as to the true meaning of any part of the Drawings, Specifications, or other Contract Documents, or as to the scope of any part of the Work, it shall submit to the Owner a written request for an interpretation thereof. The entity submitting the request will be responsible for its prompt delivery in ample time for an interpretation to be issued before the bid opening date. Questions must be received by 2:00 pm on **Monday, April 29, 2024**. No questions will be answered within 72 hours of bid opening. Interpretations of the documents will be made only by addendum, and a copy of the addendum will be posted on the Owner's website 72 hours prior to bid opening. The Owner will not be responsible for other interpretations of the documents. The bids shall be opened publicly, and evaluated by the Owner without discussion with the bidders.

#### **V. Complete Work Required:**

The Specifications and all Contract Documents are essential parts of the Contract. Application requirements occurring in one are as binding as though occurring in all. All requirements are intended to be complementary, and to describe and provide for the complete Work.

#### **VI. Pre-qualification Submittal:**

1. The bidder shall provide Corporate experience including:
  - a.) The applicant has operated under the current corporate name for the last 4 years.
  - b.) Provide name, address, and telephone number of applicant's corporate headquarters, relevant regional office(s) and subsidiaries, if any.
  - c.) Provide name, title and biographical summary of all corporate officers.
  - d.) The applicant has sufficient bonding capacity to provide performance and payment bonds, both in the amount of 100 % of the contract amount. **Provide a statement of bonding capacity**, bonding company, insurance agent contact persons, and telephone numbers.
  - e.) The applicant has access to adequate equipment to complete the project. Provide a list of major equipment proposed to perform the work and indicate whether owned or leased.
  - f.) The applicant has never failed to complete a project. Provide a

statement that the applicant has never failed to complete a project. If this is not the case, explain.

- g.) The applicant has a history of completing projects consistently on time and within the bid amount. **Contractor must provide a statement of any projects that were not completed on time.** Provide a statement that the applicant has not been involved in liquidated damages in the past 5 years or served the Owner with a claim for additional compensation prepared by an attorney or a claims consultant, excluding routing change order requests. If this is not the case, explain.
  - h.) The applicant has a history of not being involved in litigation against Owners. The applicant should provide a statement that they have not been involved in litigation as a plaintiff against the Owner in the past 5 years. If this is not the case, please explain.
  - i.) The applicant has available project management personnel with at least two years' experience on projects with the technical characteristics listed in paragraph 2 below to complete the project. Provide experience of proposed on-site project manager and/or field superintendent who would supervise and be in charge of the project. Experience can be from a previous employment but must be pertinent to technical information listed in paragraph 2. If your firm is the successful bidder, at least one of these key personnel must be actively involved in the day-to-day operations of the Project
  - j.) List all other projects currently under contract, the current contract amounts, and scheduled completion dates
2. The bidder shall provide Technical Experience including:
- a.) **Four (4) roofing or re-roofing projects (Each must provide List of 20-Year Warranty of a Similar Scope).**
  - b.) Projects must have been completed or started within the time frame of April 1, 2020 and April 1, 2024. Each of these projects must be complete or progressing on schedule as of April 1, 2024. Dalton Utilities will consider experience performed as a sub-contractor, provided that these projects were completed ahead of schedule and under budget.
  - c.) Projects must be at least \$250,000.00, or that portion of a sub-contracted project must have been equal to or greater than \$250,000.00.
3. Provide the information specified below for each of the above projects:
- a.) Name of the project as bid; name of Owner; name, position or title,

address and telephone number of contact person currently employed by each of the above; percent of labor related items performed by the applicant's own work force.

- b.) The bid amount and final cost to the Owner, with an explanation of cost overrun, if any, including change orders.
- c.) The contract time as bid, actual time to complete project and completion date, with an explanation of time overrun, if any.

The applicant's pre-qualification package should be signed by an officer of the company. **Failure of the contractor to provide requested information or provide accurate information may result in contractor disqualification.** No bid shall be opened unless the bidder has been approved by Dalton Utilities prior to the bid opening date. If the bid is submitted by a joint venture, all parties to the joint venture must individually satisfy the pre-qualification requirements. Final determination of the applicant's qualification is the approval by Dalton Utilities. The package must be received by the Owner not later than 5PM on **Monday, April 29, 2024**. Applicants will be advised of their pre-qualification status by 5PM on **Friday, May 3, 2024**. This package shall be emailed to Neil Ridley [nridley@dutil.com](mailto:nridley@dutil.com) or sent to the Owner at Dalton Utilities, 1200 V.D. Parrott Jr. Parkway, Dalton, Georgia 30721 Attention: **Neil Ridley**



**BID**

**004113**

## **BID**

Project Description: Administration Roof Replacement Project

Proposal of \_\_\_\_\_  
(hereinafter called "Bidder"),

To: The Board of Water, Light and Sinking Fund Commissioners of the City of Dalton, Georgia.

Gentlemen:

The Bidder, in compliance with your Advertisement for Bids for the construction of this project, having examined the Specifications with related documents and the site of the proposed work and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, equipment, and supplies to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the price(s) stated below. This price(s) is to cover all expenses including overhead and profit incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written Notice to Proceed of the Owner and to fully complete the project within **45** consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay, as liquidated damages, the sum of \$ 1,000.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

Bidder acknowledges receipt of the following addenda:

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Bidder agrees to perform all necessary work as described in the Specifications and shown on the Plans to complete the Project as specified, including all appurtenant and accessory work for the attached price(s).

The attached price(s) shall include all labor, materials, equipment, supplies, overhead, profit, insurance, etc., to cover the finished work of the several kinds for which are called.

Bidder understands that the Owner reserves the right to reject any or all Bids and to waive any informality in the bidding.

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving Bids.

Upon receipt of written notice of the acceptance of this Bid, Bidder will execute the formal contract attached within twenty (20) calendar days and deliver surety bonds and certificate(s) of insurance as required by the Contract Documents. 10 percent of the total Bid is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted:

\_\_\_\_\_

By \_\_\_\_\_

Signature

Title \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Business Address

ATTEST:

\_\_\_\_\_

Name \_\_\_\_\_

(Please Type)

Title \_\_\_\_\_

(SEAL)

Note: Attest for corporation secretary; for a partnership by another partner; for an individual By a Notary.

ADMINISTRATION BUILDING ROOF REPLACEMENT PROJECT

|          |                  |      |   | Unit         | Total     |
|----------|------------------|------|---|--------------|-----------|
| Item No. | Approx. Quantity | Unit | Description   | Price        | Price     |
| 1.)      | 1                | LS   | <ul style="list-style-type: none"><li>• Complete tear off of approximately 19,000 square feet of Administration Building ballasted membrane roof</li><li>• Complete tear off of approximately 1,600 square feet of Administration Drive Thru membrane roof<ul style="list-style-type: none"><li>• Decking preparation and repair as necessary</li></ul></li><li>• Installation of new 20-Year Warrantied 60mil TPO membrane roof system on both structures</li><li>• Administration Building Lightning Rod (Permitter) Removal/Replacment</li></ul> | \$ -         | \$ -      |
| 2.)      | 1                | LS   | Contingency   | \$ 30,000.00 | \$ 30,000 |
| TOTAL    |                  |      |   |              | \$ -      |

**NON-COLLUSION  
AFFIDAVIT OF PRIME  
BIDDER**

**004519**

**Non-Collusion Affidavit of Prime Bidder**STATE OF GEORGIACOUNTY OF WHITFIELD

\_\_\_\_\_, being first duly sworn, deposes and says that:

He is \_\_\_\_\_ of \_\_\_\_\_, the Bidder that has submitted the attached Bid;

He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Board of Water, Light and Sinking Funding Fund Commissioners of the City of Dalton or any person interested in the proposed Contract; and

The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

(Signed)

\_\_\_\_\_  
(Signature on File)

(Title)

\_\_\_\_\_

Subscribed and Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
(Signature on File)

(Notary Public)

My Commission Expires: \_\_\_\_\_

(SEAL)

# **CORPORATE CERTIFICATE**

**004543**

**CORPORATE CERTIFICATE**

I, \_\_\_\_\_ certify that I am the Secretary of the corporation named as Contractor in the foregoing proposal; that \_\_\_\_\_, who signed said proposal in behalf of the Contractor was then \_\_\_\_\_ of said corporation; that said proposal was duly signed for and in behalf of said corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said corporation is organized under the laws of the State of \_\_\_\_\_ and its registered and in good standing with the \_\_\_\_\_ Secretary of State.

This \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
(SEAL)



# **STATEMENT OF LICENSE CERTIFICATE**

**004546**

**Statement of License Certificate**

**STATEMENT OF LICENSE CERTIFICATE**

Each Contractor bidding shall fill in and sign the following:

This is to certify that \_\_\_\_\_ (“Contractor”) has fully complied with all the requirements of the Georgia State Construction Industry Licensing Board Laws and Rules. The Contractor’s license number, other information outlined in the Instructions for Bidders, expiration date, and that part of classification applying to the bid shall appear on the envelope containing the Bid, otherwise the Bid will not be considered.

The Georgia State Construction Industry Licensing Board issued to the Contractor, Certificate No. \_\_\_\_\_, expires on \_\_\_\_\_.

Signed \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**E-VERIFY**

**004549**

**Contractor Affidavit under O.C.G.A. §13-10-91(b)(1)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the Water, Light and Sinking Fund Commission of the City of Dalton, Georgia d/b/a Dalton Utilities has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.C.A. §13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_, 202\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**Subcontractor Affidavit under O.C.G.A. §13-10-91(b)(3)**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_ (*name of contractor*) on behalf of the Water, Light and Sinking Fund Commission of the City of Dalton, Georgia d/b/a Dalton Utilities has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. §13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_ 202\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**Sub-subcontractor Affidavit under O.C.G.A. §13-10-91(b)(4)**

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for \_\_\_\_\_ (*name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract*) and \_\_\_\_\_ (*name of contractor*) on behalf of the Water, Light and Sinking Fund Commission of the City of Dalton, Georgia d/b/a Dalton Utilities has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. §13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to \_\_\_\_\_ (*name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract*). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to \_\_\_\_\_ (*name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract*). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Sub-subcontractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_\_, 202\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_ DAY OF \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

# **CONSTRUCTION CONTRACT**

**005213**

**CONSTRUCTION CONTRACT  
FOR  
ADMINISTRATION BUILDING ROOF REPLACEMENT PROJECT**

This construction contract ("Contract") is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between THE BOARD OF WATER, LIGHT AND SINKING FUND COMMISSIONERS OF THE CITY OF DALTON, D/B/A DALTON UTILITIES, hereinafter called the "Owner" and \_\_\_\_\_, hereinafter called the "Contractor".

WITNESSETH:

That for in consideration of the mutual covenants and agreements herein contained and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do agree as follows:

1. Definitions. As used in this Contract, the following terms are defined as follows:
  - A. "Contract Documents" mean and include the following (and all exhibits and amendments thereto):
    - (i) Advertisement for Bids;
    - (ii) Instructions to Bidders;
    - (iii) Contractor's Bid;
    - (iv) Bid Bond;
    - (v) This Contract;
    - (vi) Payment Bond;
    - (vii) Performance Bond;
    - (viii) Notice of Award;
    - (ix) Notice to Proceed;
    - (x) Specifications;
    - (xi) any and all Change Orders.
  - B. "Completion Date" means the date that the Contractor has completed all of its Work regarding the Project and all of the certifications and affidavits have been executed in compliance with the Contract Documents.
  - C. "Project" means Administration Building Roof Replacement Project, as previously described in the Contract Documents.
  - D. "Work" means all materials, supplies, tools, equipment, labor, installation, testing, and all other services necessary for the completion of the Project.
2. Performance of Work by Contractor. The Contractor shall perform all of the Work described in the Contract Documents and comply with the terms therein for the price set forth in the Notice of Award, as may be modified by Change Orders. All Work performed by the Contractor shall be subject to the inspection and approval of the Owner.
3. Changes from Specifications. Any and all changes from the Specifications shall be approved by the Owner prior to any changes in the Work being performed. Any and all changes from the Contract Plans and Specifications that result in a change in the scope of



work to be performed shall be approved by the Owner in writing by a written Change Order Form, executed by the Owner and Contractor prior to any changes in the Work being performed. For the purpose of this section, a change in the scope of the Work to be performed occurs whenever there is a change in the total price of the Contract or the scheduled Completion Date.

4. Time Period for Performance of Work. The Contractor will perform all Work in a good and workmanlike manner, and will complete the same by the completion date commencing with the issuance of a written Notice to Proceed unless the time period is modified by a written Change Order that has been executed by the Owner and Contractor. In addition, the Contractor shall achieve completion dates as specified in the Contract Documents for specific tasks to be accomplished as part of the overall Project. Work shall begin on the date specified in the Notice to Proceed. The Contractor shall deploy labor, materials, and equipment such that Work is prosecuted regularly, diligently and uninterrupted, at a rate of progress that will ensure meeting all final or task specific completion dates.

5. Bonds.

A. Performance Bond. The Contractor shall provide a performance bond approved by the Owner in the amount of at least the total amount payable by the terms of this Contract and shall be increased as the total amount payable pursuant to this Contract is increased. The Contractor shall be required to maintain the performance bond in the amount of 100% of the total Contract price until the expiration of the warranty period.

B. Payment Bond. The Contractor shall provide a payment bond approved by the Owner in an amount equal to the total amount payable by the terms of this Contract as may be amended, for the use and protection of all subcontractors, and all persons supplying labor, materials, machinery, and equipment in the performance of this Contract.

6. Compliance with Laws, Regulations, and Contractor Requirements. The Contractor will comply with all applicable laws and with all the requirements of any and all federal, state, and local authorities having jurisdiction over said Work or any matters connected therewith. Contractor will also comply with all requirements contained in General Requirements and Conditions of the Plans and Specifications.

7. Payment for Work Performed. The owner will pay only for Work completed in accordance with the unit prices detailed in the Bid Sheet and as otherwise herein stated. The Contractor shall submit invoices upon completion of the work to the Owner and will attach to such invoices a detailed summary of the Work completed.

8. Non-Exclusivity. It is understood and agreed that this Agreement is not exclusive and that the Owner shall have the right to employ other persons or entities to perform work for it similar to that herein provided for and shall also have the right to perform such work for itself.

9. Warranty. The Contractor warrants and guarantees for a period of one (1) year from the Completion Date that the Contractor's Work is free from any and all defects. The Contractor shall promptly make all repairs or other corrections necessary as a result of said defects, including repairs to any other portion of the Project that are necessitated by said defects. If the Contractor fails to promptly make such repairs or corrections, the Owner may make, or contract with a third party to make, said repairs or corrections, and charge the Contractor the cost incurred by the Owner. The Contractor's Performance Bond shall remain in full force and effect during the warranty period. This Section shall survive the termination of this Agreement.

10. Insurance: The Contractor shall provide to the Owner proof and scope of insurance coverage in the form of a certificate of insurance currently in force. The Contractor shall maintain said insurance coverage during the entire time period of the Contractor's performance of this Contract and warranty period. The certificate of insurance must list The Board of Water, Light and Sinking Fund Commissioners of the City of Dalton, Georgia d/b/a Dalton Utilities and the City of Dalton as an additional named insured. The insurance shall not be cancelled or materially altered unless at least 30 days prior written notice has been given to the Owner. This coverage must include but is not limited to:

A. Worker's Compensation Insurance: Worker's Compensation for every person engaged in any work on the Project.

B. General Liability: Comprehensive General Liability for products and completed operations shall be XC, U, and the ISO Broadform General Liability endorsement or its equivalent. This coverage shall include:

1. Bodily Injury Insurance in an amount not less than \$1,000,000 for bodily injury, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than \$2,000,000 on account of one accident.

2. Property Damage Insurance in an amount not less than \$1,000,000 for any one damage claim, and in an aggregate amount up to \$2,000,000 during a period of 12 months.

3. Automobile Liability including bodily injury and property damage of aforesaid amount.

4. Owner's Protective Liability Insurance to be issued in the name of the Owner for liability and property damage in an amount to be determined by the owner.

5. Umbrella Policy to provide for increase in coverage of basic policies to an amount not less than \$5,000,000.

6. Builder's Risk or Installation Floater Insurance for fire and increase of coverage in the amount at all times at least equal to the amount paid on account of work and materials to be set up in the names of Owner and Contractor as their interest may appear.

11. Indemnification: The Contractor shall indemnify and hold harmless the Owner and its agents and employees from and against all claims, damages, losses and expenses including claims for consultants' and attorneys' fees, arising out of or resulting from the failure to perform the Work in a good and workmanlike manner by the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

In any and all claims against the Owner, or any of its agents or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefits acts.

12. Termination of Contract. In the event the Contractor shall violate any of the provisions of this Contract or any of the other Contract Documents, or if the quality or quantity of the Work performed is, in the sole judgment of the Owner, substandard or unsatisfactory, the Owner shall have the right to terminate this Contract upon 10 days written notice to the Contractor. If this Contract is terminated by the Owner pursuant to the provisions of this Section, Contractor shall be responsible for payment of all damages incurred by the Owner as a result of said termination, including but not limited to the cost of completing the Work on the Project.

13. Other Remedies. If the Contractor defaults under any of the provisions of the Contract Documents, the Owner shall be entitled to pursue all remedies permitted by law, including but not limited to those remedies set forth elsewhere in the Contract Documents. All remedies of the Owner are cumulative and non-exclusive.

14. Liquidated Damages for Delay in Completion of Project. The Contractor shall proceed with the Work at a rate of progress that will insure completion of the Project by the Completion Date. It is expressly understood and agreed by and between the Contractor and the Owner, that the time for Project completion described is a reasonable time, taking into consideration the average climatic and economic conditions, and other factors prevailing in the locality of the Project. It is further agreed that time is of the essence of each and every portion of this Project.

If the Contractor shall fail to complete all of the Work required by the Completion Date, or extended time if authorized by a Change Order, then the Contractor shall pay to the Owner the full amount of liquidated damages of \$ 500.00 for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents. The Contractor acknowledges that the actual dollar amount of liquidated damages is difficult to determine, but the dollar amount of liquidated damages set forth above is a reasonable estimate of said damages incurred by the Owner.

The Contractor shall not be charged with liquidated damages or any excess cost when the delay in the completion of the Work is due to the following and the Contractor has promptly

given written notice of such delay to the Owner (and Engineer if there is an Engineer on the Project):

A. To any preference, priority or allocation order duly issued by the Owner.

B. To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God or of the public enemy, acts of the Owner, acts of another contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and,

C. To any delays of subcontractors occasioned by any of the causes specified in paragraphs A and B above.

15. Approval of Subcontractors. The Contractor acknowledges and agrees that any person, firm or other party to whom it is proposed to award a subcontract under this Contract must be approved in writing by the Owner prior to the subcontractor performing any work on the Project.

16. Entire Agreement. This Contract and the Contract Documents constitute the entire agreement between the parties hereto with respect to its subject matter and there are no representations, warranties, agreements, undertakings or conditions, express or implied, except as set forth herein. In the event of any conflict between the provisions of the Contract and the other Contract Documents, the provisions of the Contract control.

17. Modification to Agreement. This Contract may not be amended, supplemented or otherwise modified except by written instrument signed by each of the parties hereto.

18. Notices. Any notices or other communications required or permitted to be given and instruments referred to herein must be given in writing and personally delivered or mailed by prepaid certified mail to the following addresses:

If to Owner: Dalton Utilities  
Attn: CEO  
PO Box 869  
1200 V.D. Parrott, Jr. Parkway  
Dalton, Georgia 30722

If to Contractor: **(Insert Name of Contractor)**

Any such notice or other communication shall be deemed to have been given (whether actually received or not) on the day it is mailed (postmarked) or personally delivered

as aforesaid. Any party may change its address for purposes of this Contract by giving notice of said change to the other parties pursuant to this Section.

19. Non-Waiver. No delay or failure by either party to exercise any right under this Contract, and no partial or single exercise of that right shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

20. Severability. Every provision of this Contract is intended to be severable, and, if any term or provision is determined to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Contract.

21. Governing Law. This Contract shall be deemed to have entered into in and shall be construed in accordance with and governed by the laws of the State of Georgia.

22. Binding Effect. The provisions of this Contract shall be binding upon and shall insure to the benefit of each of the parties hereto and their respective and permitted successors and assigns.

23. Time is of the Essence. Time is of the essence of each and every provision of this Contract.

24. No Third-Party Beneficiaries. Except as may be otherwise expressly provided in this Contract, nothing contained herein, express or implied, is intended to, nor shall it (1) confer on any entity other than the parties hereto and their respective and permitted, successors and assigns, any rights, remedies, obligations under or by reason of this Contract.

25. Captions. The sections and captions contained herein are for convenience and reference only, and are not intended to define, extend, extend, or limit any provision of this Contract.

26. Confidentiality. To the extent not prohibited by law, the Contractor shall keep confidential the terms of the Contract Documents.

27. Assignment. This Contract may not be assigned by the Contractor without the prior written consent of the Owner.

28. No partnership. This Contract shall not be interpreted or construed to create an association, joint venture, partnership, or employer-employee relationship between the Parties, nor to impose any such obligations or liability on either party. Furthermore, neither party shall have any right, power, or authority to enter into any agreement or undertaking for or on behalf of, to act as, or be an agent or representative of, or to otherwise bind the other party.

29. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Contract under their respective seals on the day and date first above written in two (2) counterparts, each of which shall without proof or accounting for the other counterparts be deemed an original Agreement.

ATTEST: (As to Contractor)

\_\_\_\_\_

CONTRACTOR

**(Insert Name of Contractor)**

By: \_\_\_\_\_ L.S.

Title: \_\_\_\_\_

(SEAL)

ATTEST:

\_\_\_\_\_  
Chief Technical Service Officer

BOARD OF WATER, LIGHT AND  
SINKING FUND COMMISSIONERS  
OF THE CITY OF DALTON, GEORGIA

By: \_\_\_\_\_ L.S.

(SEAL)

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

John Thomas  
CEO

# **PERFORMANCE BOND**

**006113.13**

## PERFORMANCE BOND

**KNOW ALL MEN BY THESE PRESENTS, CONTRACTORS NAME & ADDRESS** (hereinafter called the “Principal”) and **SURITY NAME AND ADDRESS** (hereinafter called the “Surety”) are held and firmly bound unto The Board of Water, Light and Sinking Fund Commissioners of the City of Dalton, Georgia d/b/a Dalton Utilities (hereinafter called the “Owner”) and its successors and assigns, in the penal sum of **AMOUNT (\$xxx,xxx)**, lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated \_\_\_\_\_, **2024** which is incorporated hereby by reference in its entirety (hereinafter called the “Construction Contract”), for the ***Administration Building Roof Replacement Project***, more particularly described in the Construction Contract (hereinafter called the “Project”); and

**NOW, THEREFORE**, the conditions of this obligation are as follows, that if the Principal shall fully and completely perform all the undertakings, covenants, terms, conditions, warranties, and guarantees contained in the Construction Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the Owner to be, in default under the Construction Contract, the Surety shall promptly remedy the default as follows:

1. Complete the Construction Contract in accordance with the terms and conditions;  
or

2. Obtain a bid or bids for completing the Construction Contract in accordance with its terms and conditions, and upon determination by the Surety and the Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as the work progresses (even though there should be a default or succession of defaults under the Construction Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum set forth in the first paragraph hereof, as may be adjusted, and the Surety shall make available and pay to the Owner the funds required by this Paragraph prior to the payment of the Owner of the balance of the contract price, or any portion thereof. The term “balance of the contract price,” as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Construction Contract, and any amendments thereto, less the amount paid by the Owner to the Contractor; or, at the option of the Owner,

3. Allow Owner to complete the work and reimburse the Owner for all reasonable costs incurred in completing the work.



In addition to performing as required in the above paragraphs, the Surety shall indemnify and hold harmless the Owner from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including reasonable attorney's fees, litigation costs and expert witness fees, which the Owner may incur, sustain, or suffer by reason of the failure or default on the part of the Principal in the performance of any or all of the terms, provisions, and requirements of the Construction Contract, including any and all amendments and modifications thereto, or incurred by the Owner in making good any such failure of performance on the part of the Principal.

The Surety shall commence performance of its obligations and undertakings under this Bond promptly and without delay, after written notice from the Owner to Surety.

The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Construction Contract, and agrees that the obligations undertaken by this bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.

The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment to the Construction Contract, so as to bind the Principal and the Surety to the full and faithful performance of the Construction Contract as so amended or modified, and so as to increase the penal sum to the adjusted Contract Price of the Construction Contract.

No right of action shall accrue on this Bond to or for the use of any person, entity, or corporation other than the Owner and any other obligee named herein, or their executors, administrators, successors or assigns.

This Bond is intended to comply with O.C.G.A. Section 36-91-70, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by O.C.G.A. Section 36-91-70, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

**IN WITNESS WHEREOF**, the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**(Insert Contractors Name)**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

\_\_\_\_\_

(SEAL)

Title: \_\_\_\_\_

**SURETY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

\_\_\_\_\_

(SEAL)

Title: \_\_\_\_\_

[Attach Power of Attorney]

# **PAYMENT BOND**

**006113.16**

## PAYMENT BOND

**KNOW ALL MEN BY THESE PRESENTS, CONTRACTORS NAME & ADDRESS** (hereinafter called the “Principal”) and **SURITY NAME AND ADDRESS** (hereinafter called the “Surety”) are held and firmly bound unto The Board of Water, Light and Sinking Fund Commissioners of the City of Dalton, Georgia d/b/a Dalton Utilities (hereinafter called the “Owner”) and its successors and assigns, in the penal sum of **AMOUNT (\$xxx,xxx)**, lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated \_\_\_\_\_, **2024** which is incorporated hereby by reference in its entirety (hereinafter called the “Construction Contract”), for the ***Administration Building Roof Replacement Project***, more particularly described in the Construction Contract (hereinafter called the “Project”); and

**NOW, THEREFORE**, the condition of this obligation is such that if the Principal shall promptly make payment to all persons working on or supplying labor or materials under the Construction Contract, and any amendments thereto, with regard to labor or materials furnished and used in the Project, and with regard to labor or materials furnished but not so used, then this obligation shall be void; but otherwise it shall remain in full force and effect.

1. A “Claimant” shall be defined herein as any subcontractor, person, party, partnership, corporation or other entity furnishing labor, services, or materials used, or reasonably required for use, in the performance of the Construction Contract, without regard to whether such labor, services, or materials were sold, leased or rented, and without regard to whether such Claimant is or is not in privity of contract with the Principal or any subcontractor performing work on the Project, including, but not limited to, the following labor, services or materials: water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Construction Contract.

2. In the event a Claimant files a claim against the Owner, or the property of the Owner, and the Principal fails or refuses to satisfy or discharge it promptly, the Surety shall satisfy or discharge the claim promptly upon written notice from the Owner, either by bond or as otherwise provided in the Construction Contract.

3. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Construction Contract and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and amendments.

4. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modification to the Construction Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Construction Contract, as amended or

modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.

5. This Bond is made for the use and benefit of all persons, firms and corporations who or which may furnish any materials or perform any labor for or on account of the construction to be performed or supplied under the Construction Contract, and any amendments thereto, and they and each of them may sue hereon.

6. No action may be maintained on this Bond after one (1) year from the date the last services, labor or materials were provided under the Construction Contract by the Claimant prosecuting said action.

7. This Bond is intended to comply with O.C.G.A. Section 36-91-90, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by O.C.G.A. Section 36-91-90, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

**IN WITNESS WHEREOF**, the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this \_\_\_\_ day of \_\_\_\_\_, 2024.

**(Insert Contractors Name)**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

\_\_\_\_\_

(SEAL)

Title: \_\_\_\_\_

**SURETY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

\_\_\_\_\_

(SEAL)

Title: \_\_\_\_\_

[Attach Power of Attorney]

# **TECHNICAL SPECIFICATIONS**

**SCOPE:**

The Contractor shall provide all labor, equipment and materials required to remove, dispose of, prepare/replace metal decking, install minimum R-20 Poly-ISO insulation board and Mechanically Attach 60 mil TPO roofing membrane. The finished work will require inspection and finished approval by the roofing manufacturer for a 20-year warranty. Owner reserves the right to increase or decrease square footage as deemed necessary.

**1. GENERAL SPECIFICATIONS:****1.1 Materials:**

- TPO-c membrane is a polyester scrim reinforced thermoplastic polyolefin roofing membrane that meets and exceeds the requirements of ASTM D6878 Standard Specification for Thermoplastic Polyolefin Based Sheet Roofing
- Polyisocyanurate insulation board having non-asphaltic facers (foil facers are not acceptable) meeting the physical property requirements of Fed. Spec HH-1-1972 and having a minimum compressive resistance of 18 psi.

**1.1.1 Demolition:**

Existing roofing system shall be removed down to the metal decking. No more roofing and insulation should be removed than can be completely covered with new insulation and roofing membrane within a 45 days work.

- a.) Existing roof ballast (rock) shall be removed in a safe and efficient manner and is the responsibility of the Contractor.
- b.) Existing roofing membrane shall be removed in a safe and efficient manner and is the responsibility of the Contractor.
- c.) Existing insulation board shall be removed in a safe and efficient manner and is the responsibility of the Contractor.



### **2.1.1.a**

Material disposal:

- Owner will provide a place in close proximity to the worksite for disposal of the rock ballast material.
- Owner will have roll-off containers provided for the disposal of the removed roofing material. Contractor shall coordinate with Owner as to the number of containers needed for a given day. Containers will only be available for existing old roofing system removed from Owners jobsite.

### **1.1.2 Decking:**

Metal decking shall be inspected for any needed repairs to include replacement of damaged areas of decking as well as surface preparation to help alleviate future rust issues. Digital pictures of the decking will be required.

### **1.1.3 Roof Penetrations:**

All curbing, electrical conduit penetration, other piping penetrations, etc. shall be elevated to a minimum height of eight (8) inches above the finished roof

- Any/All piping or conduit penetrations shall be completed with "pitch pockets" mounted to the decking prior to new insulation / membrane installation.
- Any curbing to be raised / repaired shall be done with a minimum #2 treated lumber Factory Mutual Certified and flashed as recommended by the roofing manufacturer. Where possible, manufacturers formed flashing shall be used. "Field Flashed" construction shall only be used as a last resort.

### **1.1.4 Material Storage:**

Owner shall provide to Contractor a storage area in close proximity to the work site for proper storage of all materials including but not limited to;

- Fasteners
- Insulation Board
- Flashing
- Membrane

The contractor shall make every effort to maintain this storage space / area in a neat and orderly manner. Trash and other loose material shall be picked up on a daily basis.

#### **1.1.5 Insulation Board:**

All insulation board shall be Poly-ISO type and be approved as compatible with the roofing membrane by the roofing membrane manufacturer.

- Shall be installed to a value of R-20 with the option of R-30
- Shall be properly supported on the concrete decking
- Shall be installed to Factory Mutual Standards.
- Shall be installed to Manufacturers Specifications to include final inspection and sign off by the Manufacturer's Representative.
- A Coverboard shall not be required.

#### **1.1.6 Fasteners:**

To roofing system manufacturers recommendation and shall meet or exceed Factory Mutual requirements

#### **1.1.7 Membrane:**

60 mil TPO - white

- LEED Compliant
- Energy Star rated
- Minimum 300 lbs. puncture resistance per FTM 101C
- +/- 1.0% weight change after heat aging per ASTM D573
- Rated to -50 F<sup>0</sup> per ASTM D-2137

#### **1.1.8 Flashing:**

#### **1.1.9 Sealants, Sealers, Bonding Agents, Etc.**

- Stored per manufacturers requirements
- All labels intact
- Verified to be within rated shelf life

## **1.2 Requirements:**

### **1.2.1 General:**

All work performed on Owners property shall be done in a professional manner by competent employees. Any Contractor, employee of Contractor or subcontractor performing work for Contractor shall be dressed, at a minimum, in a respective company Tee shirt bearing their company logo. Any aforementioned person shall at no time go without a shirt or dress in any way that could be deemed inappropriate.

### **1.2.2 Access:**

The Contractor shall be granted access to certain areas of the Owners facilities for the sole purpose of performing the obligations herein. Contractor shall take every precaution to ensure that no damage or disruption, accidental or otherwise, occurs to Owners facilities, processes, and etc. This access shall at no time be used for any purpose other than to perform the services herein.

The Owner warrants that the Contractor must have a certain degree of latitude to access the Owners site to complete the work described herein in a timely and efficient manner. Owner shall accommodate the needs of the Contractor to the extent possible.

### **1.2.3 Health and Safety:**

Compliance with all OSHA safety requirements pertaining to all aspects of required services for this work is required and is the responsibility of the Contractor.

The Owner, in a continuing effort to operate in an environmentally conscience manner, will require the same of the Contractor. As proof of such, the Owner may wish, at his discretion, to view the Contractors Environmental Responsibility Plan. In the event that no such plan exists, the Owner will require a detailed summary of the Contractor's environmental compliance requirements as required by city, state, and local agencies. A Summary should include actions taken by Contractor to maintain compliance as well as any initiatives taken by Contractor to meet future compliance requirements. The Contractor's Environmental Responsibility Plan or any summaries pertaining to such should be attached to bid sheets.

### **1.2.4 Site Inspection:**

The Contractor shall inspect and accept the site in its present condition.

**1.2.5 Schedule:**

A schedule inclusive of all aspects of the work shall be submitted to the Owner for approval as part of the Bid. This schedule shall be inclusive of all aspects of the work ranging from staging of equipment, storage of materials, specific work areas for a given day, etc.

**1.3 Completion Date:**

All work shall be complete no later than 45 days from Notice to Proceed. Failure to meet the completion date shall result in daily liquated damages.

**1.3.1 Liquated Damages:**

Work must be completed without incident or delay by the completion date. Impact to the Owner's daily operation must be minimized as soon as possible. Time is of the Essence! Any delay beyond the completion date will result in Liquated damages in the amount of \$500.00 per day



