



**Mobile Airport
Authority**

REQUEST FOR PROPOSAL (RFP)

RFP No. 2023-010

Airbus Engineering Lower Roof Repairs

Date Posted: June 27, 2023

Deadline to Respond: July 27, 2023

Rita L. Barren, Procurement Officer
rbarren@mobairport.com
06/272023

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REQUEST FOR PROPOSAL
RFP No. 2023-010
Airbus Engineering Lower Roof Repairs
at the Mobile International Airport

Mobile Airport Authority (MAA) is requesting proposals from qualified contracting firms for **Airbus Engineering Roof Repairs**.

I. General Information:

Sealed bids will be received by the Procurement Officer at Mobile Airport Authority, 1891 9th St., Mobile, AL 36615, until 2:00 PM (local time), on the bid opening date, at which time and place all bids will be publicly opened and read aloud.

A Pre-Proposal Conference will be held on July 11, 2023, at 2:00 PM, at the MAA Administration Offices at 1891 9th Street, Mobile, Alabama 36615.

Sealed submissions must also be delivered to the following: Mobile Airport Authority, Procurement Officer, 1891 9th Street, Mobile, AL 36615. The submissions must be received no later than **July 27, 2023, by 2:00 pm**, at the address shown above. Any RFP received after this closing time will be returned unopened.

Bids must be completed and signed in ink in space(s) provided on the enclosed blank bid form(s) or bid will be subject to rejection. No Bidder may withdraw his/her bid within one hundred twenty (120) calendar days after the actual date of the bid opening.

The bid, with original signatures, and two (2) additional copies are to be submitted in a sealed envelope and the sealed envelope shall be marked as follows:

Mobile Airport Authority: **“SEALED BID” Do not open until after BID DEADLINE of 2:00 PM, July 27, 2023**. Bidder’s Name, Business Address, RFP No. and Project Name **“Airbus Engineering Lower Roof Repair”**.

II. Point of Contact

In order to ensure a fair and objective RFP evaluation, all questions for clarification related to this RFP shall be made in writing. No interpretation of the meaning of the specifications or other documents will be made to any Supplier orally.

To be given consideration, the questions must be received NO LATER THAN July 18, 2023 @ 5:00 pm (local time). All questions must be submitted to Jay Perez, Assistant Project Manager via e-mail to jperez@mobairport.com.

Such clarification will be submitted to all known responding firms simultaneously. Answers to questions will also be posted on MAA's website, as well as any Addenda at www.mobileairportauthority.com. Vendors are responsible for checking Mobile Airport Authority website for any addendum; but if you are on the bidders list, the addendum will be emailed to you.

PRE-BID CONFERENCE: A Pre-Bid Conference for this service will be held on **July 11, 2023**, at 2:00 PM (local time) at Mobile Airport Authority Administration Office at 1891 9th Street, Mobile, AL 36615. This pre-bid conference is recommended but not required to be attended by all prospective bidders. **This will be the only opportunity to visit the site.**

The pre-bid meeting for this RFP is not mandatory, but it is strongly recommended that any firm planning to submit a bid attend the meeting. No bids will be considered unless the bidder, whether resident or non-resident of Alabama, is properly qualified with the State of Alabama. In addition, non-residents of the State, if a corporation, shall show evidence of having qualified with the Secretary of State to do business in Alabama.

Any addendum issued will be made available on the website and via email to bidders who place themselves on MAA's bidder list as a potential bidder. Interested bidders are responsible for obtaining addenda and are advised to check the site frequently. All addenda so issued shall become part of the award.

To be placed on the bidders list, please contact our Procurement Officer, Rita Barren at rbarren@mobairport.com.

III. **Bid Timeline**

Pre-Bid Meeting	July 11, 2023 @ 2PM
Questions Due	July 18, 2023 @ 5PM
Bid Submission	July 27, 2023 @ 2PM

IV. **Scope of Work:**

MAA is seeking a qualified contractor to repair the lower roof of Airbus Engineering, located at 1801 S. Broad Street, Mobile, AL 36615 via the installation of Carlisle SynTec Sure-Weld (TPO) Adhered Roofing System. Work by the contractor includes all labor, materials, and equipment necessary to complete all work per this bid specification and plans. The contractor shall provide a working installation complete in every detail and all items necessary for such complete installation shall be furnished whether specifically mentioned or not.

All work to be performed in a thorough and professional manner by mechanics skilled in their respective trades, using materials specified, or materials approved by the school district as equal in quality, capacity, and performance to those specified.

All work will meet all requirements, codes, and regulations of the highest governing body whether it is Mobile County, the State of Alabama, or the Federal Government, NFPA, local Fire Department, or any other governing body.

Any necessary permits and fees are the responsibility of the contractor.

The objective of this Request for Proposals is to seek proposals from selected firms to install a thermoplastic polyolefin (TPO) on the east and west lower roofs of the Airbus Engineering building located at 1801 S. Broad Street. The below scope and enclosed attachments provide instructions, background information, and the required proposal forms from which bidders are to develop their formal proposals to the Airport. The selected, successful bidder to this RFP will be expected to provide MAA the following services. This list is not inclusive of all post orders and may be revised/amended after the contract is awarded. Any changes will be communicated in writing.

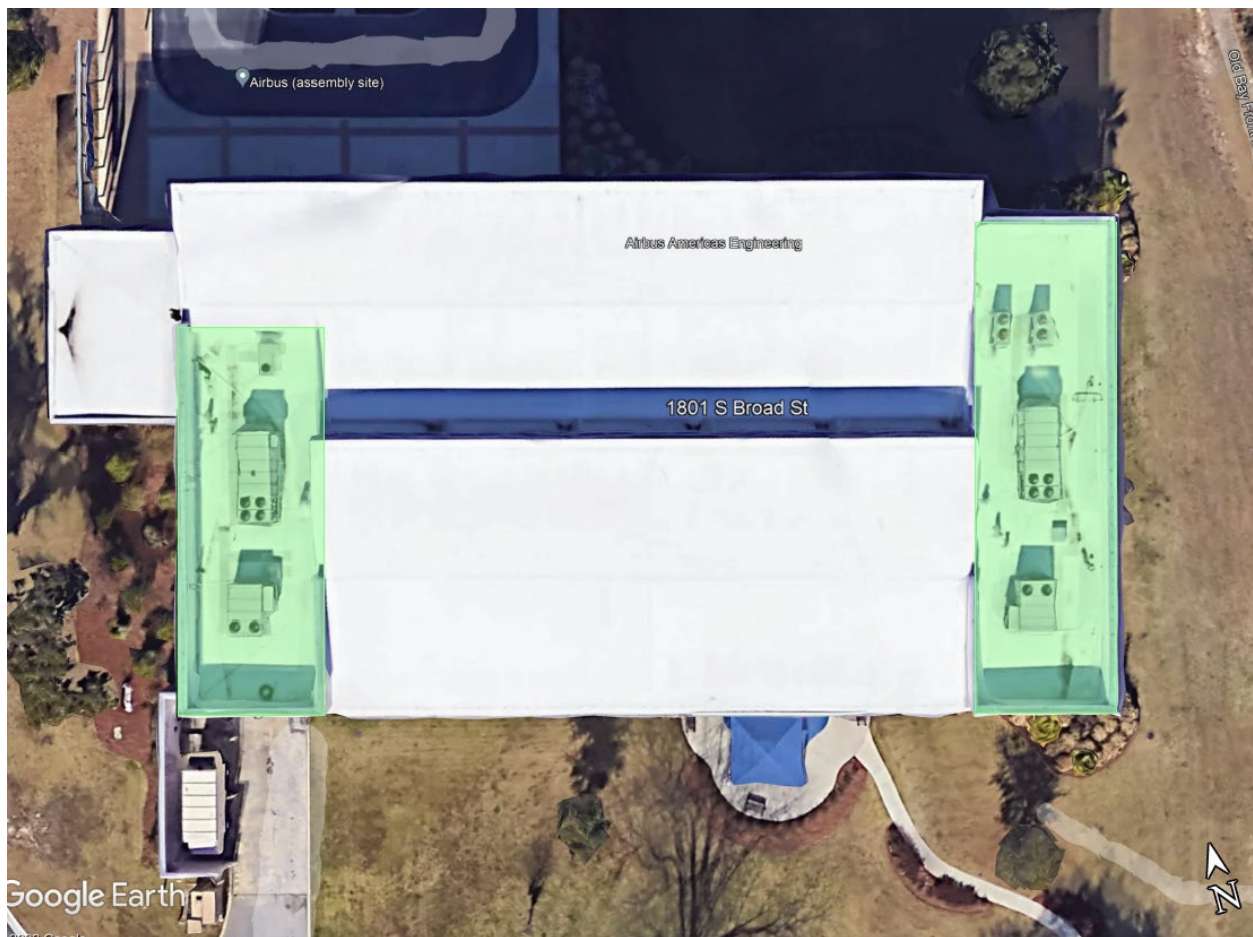
1. General Conditions

- a. Please see TPO roof system specifications (Attachment "G"). Equivalent products/systems by Elevate (Firestone), Johns Manville, or GAF are acceptable.
- b. Contractor is responsible for maintaining the roof area in a watertight condition during construction. Contractor will be responsible for any damages caused by roof leaks during the course of the work.
- c. Contractor is to remove, reinstall, and recertify lightning protection system.
- d. Contractor is to coordinate all access, staging, and storage areas with the owner's representative and tenant.
- e. Contractor is to protect all surrounding grounds and return to the same condition as before work began. Contractor should photo document all existing conditions prior to starting the work.
- f. Contractor is to provide all licenses, permits, insurance, equipment, and disposal fees required for this work.
- g. Contractor is to provide measures to ensure interior of building is waterproofed during construction and protected from water intrusion.

2. Roofing Scope

- a. Remove the existing roof system down to the concrete deck. Prepare the deck as required and install either self-adhered or torch-applied smooth surface SBS base sheet as a vapor retarder and temporary dry-in.
- b. Adhere two (2) layers of 2.5" Polyiso insulation 4'x4' boards using low rise foam adhesive with a 6"oc bead spacing pattern.
- c. Adhere tapered Polyiso insulation crickets using low rise foam adhesive with a 6"oc bead spacing pattern in between the new retrofit roof drains to create a positive slope between drains.

- d. Adhere ½” Securock 4x4 cover boards using low rise foam adhesive with a 6”oc bead spacing pattern.
- e. Install 60 Mil TPO membrane adhered to the face of the coverboard using solvent based TPO bonding adhesive.
- f. Install ½”Securock cover board to the interior of the parapet wall, then install 60 Mil TPO membrane up and over the parapet wall and a 24-gauge Kynar Coping Cap (fabricated to meet ANSI/SPRI ES-1 requirements).
- g. Flash all scuppers, drains, vents, and penetrations according to manufacturer’s requirements.
- h. Furnish a 20-year Total Systems Warranty and a 5-year Contractors Warranty.



V. Interference With Operation

1. The contractor shall confine his activities to the area set aside for him to do his work and shall not interfere with any of the owner’s activities. The contractor will not be permitted to store material except within the areas as directed by the owner.

2. Should any disturbance to the existing installation be necessary, the contractor shall inform the owner well in advance of the time contemplated for the disturbance. After a plan acceptable to the owner has been formulated, the contractor shall keep in close personal contact with the work to see that it is executed in accordance with the agreed procedure.
3. All equipment and materials stored at the job site shall be protected from theft and vandalism at the contractor's expense.
4. The contractor is responsible for the removal and disposal of any rubbish and debris from the job site.
5. Prior to final acceptance, the contractor shall restore all areas affected by his work to original state of cleanliness and shall repair all damage to premises and grounds caused by his workmen and equipment.

The Contractor:

1. Must complete the attached proposal form, in full, providing unit rates for each pay item.
2. Must provide a list of proposed subcontractors with addresses and contact information.
3. Shall be responsible for the installation of all the required material, including any required architectural modifications required to execute the project as shown in the attached plans and specifications.
4. Shall provide shop drawings for approval prior to fabrication.

VI. Basis of Award

MAA's policy is to award a bid based upon the "lowest and best" bid/proposal. However, MAA will also strive to select equipment and supplies, which best fulfill the MAA's overall needs. In making the award, MAA will include but not be limited to the following factors for consideration:

- the extent to which the items bid meet or exceed specifications and function;
- the vendor's ability to supply all items required;
- the vendor's commitment to maintain a sufficient supply of items needed by MAA;
- any prior experience or history between MAA and vendor;
- the financial strength of the company; and
- other factors deemed significant by MAA officials.

VII. Poor or Non-Performance

1. During the term of the contract, MAA may terminate the contract for nonperformance, poor performance, late delivery, or other cause. The decision to terminate rests solely with the MAA and/or its duly appointed representative. In the

- event of termination, MAA shall give the vendor written notice fifteen (15) days prior to termination. MAA may thereafter procure products or services from other vendors.
2. The vendor takes all responsibility for substandard or defective materials and will replace all items as requested.
 3. The quality of goods, products, materials, equipment, workmanship, and services shall be as described and must be to the satisfaction of the district representative. He shall have full power and authority to reject any materials furnished that, in his opinion, is not in strict conformity with the specifications, or equal in every respect to the exact item described therein. All goods, products, materials, and equipment furnished shall be factory new and any deviation there from will constitute just cause for rejection unless otherwise specified.

VIII. Delivery

1. All equipment shall be delivered as specified in the MAA's purchase order.
2. The Contractor will be responsible for transporting all material to the job site.
3. The Contractor will be responsible for all material once it is received at the job site. Upon installation the material becomes the responsibility of the owner.
4. Prior to installation, material has to be housed in a clean, dry environment.

IX. Price Adjustments

1. Price increases will not be paid or approved without a 30-day notice and approval by the Chief Financial Officer. An escalation increase in price will be for cost only. A percentage increase in profit and overhead will not be acceptable.
2. Deletion of Items - MAA reserves the right to delete any or all escalated items from the agreement if the item(s) can be purchased more economically from another source.

X. Indemnification

To the fullest extent permitted by the law the Vendor shall indemnify, defend with legal counsel acceptable to MAA, and hold harmless the MAA and agents and employees of MAA from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from personal injury, bodily injury, sickness, disease, or death, failure to make payment to suppliers, or injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Vendor, or anyone directly or indirectly employed by the Vendor, or anyone for whose acts the Vendor may be liable.

XI. Proposal Submission Requirements

General Format:

- A. Bidders shall submit **one (1) original and two (2) copies** of the bid submission. **MAA RESERVES THE RIGHT TO CONTRACT IN THE BEST INTEREST OF MAA, AND TO REJECT ANY AND ALL BIDS AT ANY TIME PRIOR TO AWARD.**
- B. Bid submission shall be labeled on the outside of each submitted package with the following:
 1. **“SEALED BID”**
 2. Bidder’s name and business address;
 3. Bid Due Date/Time for receipt of Bids, and
 4. RFP No. and Project Name

Submittals shall be made on 8 1/2” x 11” paper, side bound with Table of Contents and reference tabs for key sections. The total submittal shall not exceed forty (40) single-sided pages. All pages are to be consecutively numbered. All materials not clearly labeled “Trade Secret” or “Confidential” shall become property of Mobile Airport Authority and will be considered public documents (Reference Section XI - Confidentiality of Documents). Submittals must include, at a minimum, the following:

➤ **A Cover Letter/Transmittal Letter.**

Bids are to be accompanied by a brief transmittal letter prepared on the bidder’s letterhead and signed by an individual who is authorized to commit the Offeror to the services and requirements in the RFP. This transmittal letter shall include:

- a. The name, title, address, telephone number, and electronic mail address of the person authorized to bind the bidder to the contract, who will receive all official notices concerning this IFB.
- b. The bidder’s Federal Tax Identification Number or Social Security Number.
- c. Acknowledgement of all Addenda to this RFP. (Attachment C)

➤ **TAB 1 - Forms**

Include the following:

- a. **Attachment A** - Completed Bid Form
- b. **Attachment B** - Completed Vendor Data Form
- c. **Attachment C** - Completed Signature & Acknowledgement Affidavit Form
RFP Bid Signature and Acknowledgement Affidavit Form, any addenda signature pages.
The Signature and Acknowledgement Affidavit submitted in response to this RFP must be signed by the person in the Proposer’s organization who is responsible for the decision as to the prices being offered or by a person who has been authorized in writing to act as agent for the person responsible for the decision on prices and services. Failure to provide this forms/information with your bid submittal may disqualify your proposal.

➤ **TAB 2**

- A statement of qualifications as related to the Scope of Work in Section IV.

➤ **TAB 3**

- List three (3) similar prior projects and three (3) references.

Sealed Bids must be received at the following address no later than July 27, 2023 at the following address:

Mobile Airport Authority
ATTN: Rita Barren, Procurement Officer
(SEALED BID) – Deadline July 27, 2023 @ 2:00 pm
Project Name: Airbus Engineering Roof Repairs

Any questions concerning the proposal submittal shall be addressed and submitted in writing to the Procurement Officer via email at rbarren@mobairport.com no later than close of business, 5:00 PM, July 18, 2023.

XII. Selection Criteria and Schedule

Proposals will be reviewed for completeness and qualifications. Final selection of a firm for contract negotiations will be made on the basis of the following criteria, with a maximum of 100 rating points as shown in Table 1:

Table 1. Proposal Selection Criteria

Selection Criteria	Maximum Points
The Contractor's response to scope of work	25
The Contractor's general experience, qualifications, and similar projects.	35
The Contractor's Price	20
The Contractor's references.	20
TOTAL:	100

The final contract for these Services shall be awarded only after negotiations with the selected firm to establish a fair and reasonable price. MAA actively encourages submission of proposals from disadvantaged business enterprises and companies owned by Native Americans, minorities, women, immigrants, and veterans. MAA does not discriminate on the basis of race, color, religion, creed, sex, sexual orientation, gender identity, age, ancestry, national origin, disability, or veteran status in consideration of this award. Equal Opportunity Employer.

MAA encourages the participation of Disadvantaged, and/or Minority/Women Business Enterprise Participation in this RFQ process. The DBE goal for this solicitation is **5%**. The respondent is encouraged to consider this goal as a floor, and not a ceiling, and will receive consideration accordingly.

XIII. Terms and Conditions

The following terms and conditions apply to all proposals:

1. MAA reserves the right to reject any and all proposals submitted; to select one or more responding parties; to void this RFP and the review process and/or terminate negotiations at any time; to select separate responding parties for various components of the scope of services; and to select a final party/parties from among the proposals received in response to this RFP. Additionally, any and all RFP project elements, requirements and schedules are subject to change and modification. MAA also reserves the unqualified right to modify, suspend, or terminate at its sole discretion any and all aspects of this RFP process, to obtain further information from any and all responding parties, and to waive any defects as to form or content of the RFP or any responses by any party.
2. This RFP does not commit MAA to award a contract, defray any costs incurred in the preparation of a response to this RFP, or contract for any services. All submitted responses to this RFP become the property of MAA as public records. All proposals may be subject to public review, on request, unless exempted as discussed elsewhere in this RFP.
3. By accepting this RFP and/or submitting a proposal in response thereto, each responding party agrees for itself, its successors and assigns, to hold MAA and its agents, directors, consultants, attorneys, officers, and employees harmless from and against any and all claims and demands of whatever nature or type, which any such responding company, its representatives, agents, contractors, successors or assigns may have against any of them as a result of issuing this RFP, revising this RFP, conducting the selection process and subsequent negotiations, making a final recommendation, selecting a responding party/parties or negotiating or executing an agreement incorporating the commitments of the selected responding party.
4. By submitting responses, each responding party acknowledges having read this RFP in its entirety and agrees to all terms and conditions set out in this RFP.
5. Responses shall be open and valid for a period of ninety (90) days from the due date of this RFP.

XIV. Other Requirements

The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or subcontractor because of race, color, age, religion, ancestry, sex, national origin, local custom, or sexual orientation. Furthermore, the Contractor shall be able to produce at any time its documented policy on ensuring that each employee has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment and prejudice.

All contracts involving the Owner and Contractor and/or third persons shall incorporate by reference and shall be in accordance with all applicable federal, state, and local laws, ordinances, rules, regulations, and orders. The proposer shall be responsible for compliance with all federal, state, and local laws, ordinances, rules, regulations and orders in the management and construction of the Project.

XV. Insurance Requirements

Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to MAA, during the entire term of this Agreement including any extension thereof, the following policies of insurance: (See Attachment D)

In the event that the Contractor is authorized to subcontract any portion of the work or services

provided pursuant to this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain.

SOQ submissions that have not been received in the required format and quantity by the aforementioned deadline date and time will be rejected. Additionally, failure to submit all of the information stipulated per Section V – Format of Responses, shall result in the submission being considered non-responsive and may result in the SOQ submission being rejected. Unless otherwise stated or required by the instructions, all attachments and/or embellishments other than those required in the RFQ shall be excluded.

XVI. Disclosures

MAA shall have no financial interest in the business of and shall not be liable for any debts or obligations incurred by the CONTRACTOR nor shall MAA be deemed or construed to be a partner, joint venture or otherwise interested in the assets of the CONTRACTOR, or in the sums earned or derived by CONTRACTOR, nor shall the CONTRACTOR at any time or times use the name or credit of MAA in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.

CONTRACTOR, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of MAA, but shall be deemed to be an Independent Contractor in every respect and shall take all steps at its own expense, as MAA may from time-to-time request, to indicate that it is an Independent Contractor. MAA does not and will not assume any responsibility for the means by which or the manner in which the services by CONTRACTOR are performed; but on the contrary, CONTRACTOR shall be wholly responsible, therefore.

CONTRACTOR shall acknowledge that its identity and peculiar capacity to provide the services described hereinabove shall constitute a material consideration for the MAA's execution of a contract with CONTRACTOR. Therefore, CONTRACTOR shall not transfer or assign an awarded contract or any of the rights or privileges granted therein without the prior written consent of MAA; such consent shall be granted or denied solely at MAA's discretion.

If selected, CONTRACTOR shall agree to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations.

CONTRACTOR agrees that, if selected, it will comply with Title 6 of the Civil Rights Act of 1964, which provides that no person will be excluded from participation in, or be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin or disability, in connection with federally funded programs.

MAA may take all necessary and affirmative steps to assure that minority firms and women's business enterprises compete.

CONTRACTOR shall not collude in any manner or engage in any practices with any other CONTRACTOR which may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause MAA to reject the proposer's submittal.

XVII. Attachments

Attachment A - Bid Form

Attachment B - Vendor Data Form

Attachment C - Signature & Authority Affidavit Form

Attachment D - Insurance Requirements

Attachment E - Non-Collusion Affidavit

Attachment F – Sample Contract Agreement

Attachment G – Roof System Specifications

- END -

Attachment A

**REQUEST FOR PROPOSAL
RFP No. 2023-010
Airbus Engineering Lower Roof Repairs**

BID FORM

BID TO: Mobile Airport Authority
ATTN: Rita Barren, Procurement Officer
1891 Ninth Street
Mobile, Alabama 36615

BID FROM: _____

BID AMOUNT: \$ _____

1. The undersigned BIDDER agrees, if this Bid is accepted, to enter into an agreement with the OWNER, to perform the Work as specified for the Bid Price and within the Bid Times indicated and in accordance with Contract terms and conditions.
2. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - a. This Bid will remain valid for sixty (60) days after Bid Date;
 - b. BIDDER will sign and submit the Agreement with the other documents required by the Bidding Requirements within fifteen (15) days after the date of OWNER'S Notice of Award.

SUBMITTED BY: _____ Date: _____

COMPANY NAME: _____

CONTRACTOR LICENSE #: _____

TELEPHONE #: (_____) _____

EMAIL ADDRESS: _____

SIGNATURE OF AUTHORIZED PERSON: _____

Attachment B

**VENDOR DATA FORM
RFQ No. 2023-010
Airbus Engineering Roof Repairs**

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL RESPONSE

Signature of Authorized Representative: _____

Representative's Name: _____ Title: _____

Telephone Number _____ Date: _____

E-Mail Address _____

Name of Firm: _____

Address: _____

City/State/Zip Code: _____

Attachment C

**SIGNATURE & ACKNOWLEDGEMENT
AFFIDAVIT FORM
RFQ No. 2023-010
Airbus Engineering Roof Repairs**

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL RESPONSE

I, the undersigned duly authorized representative of the Bidder, understand that the Proposal must be signed by the Bidder or an authorized representative of the Bidder. Further, I acknowledge that I have read and understand all the proposal instructions, specifications, terms and conditions, and agree, on behalf of myself and the Bidder to be bound by them.

Receipts of the following Addenda are hereby acknowledged: (List all / any Addenda)

ADDENDUM NO. _____

ADDENDUM NO. _____

ADDENDUM NO. _____

ILLEGAL IMMIGRANT CONFIRMATION
By signing and submitting a response to this solicitation, a Prospective Bidder agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the Prospective Bidder certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.
SUBMITTAL ACKNOWLEDGEMENT
<input type="checkbox"/> Prospective Bidder acknowledges proposal includes one (1) complete original and three (3) copies.

Name

Title

Signature

Company Name

(_____) _____

Telephone

Address

City/State/Zip

Attachment D**INSURANCE REQUIREMENTS**

The company **MUST** agree to insurance requirements as outlined below, as well a complete vendor agreement. Evidence of all required coverage to be furnished in the form of a Certificate of Insurance stating that policy shall not be canceled, changed, allowed to lapse, or allowed to expire without 30 days written notice. The policies shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by MAA shall be excess only. The company shall ensure that its subcontractors of any tier shall procure and maintain insurance that complies with the requirements set forth.

A copy of each endorsement shall be attached to the Certificate of Insurance. The Certificate shall indicate the Certificate Holder as:

**Mobile Airport Authority
1891 9th Street
Mobile, AL 36615**

Where appropriate, copies of endorsements should be attached to the Certificate of Insurance (COI).

- ** Waiver of Subrogation must be indicated "YES"
- ** "Mobile Airport Authority" must be listed on the bottom left of the COI form
- ** Must specify Mobile Airport Authority as insured
- ** MAA must always keep a current policy on file

The following is a list of the minimum requirements for the Mobile Airport Authority. Please note, that each project is different and the minimum insurance requirements may change without notice.

	Commercial General Liability	General Aggregate	Auto Liability	Umbrella	Worker's Compensation
Non-Airside <\$100,000	\$1,000,000	\$2,000,000	\$500,000	\$0	State Law
Non-Airside \$100,001-\$500,000	\$1,000,000	\$2,000,000	\$1,000,000	\$0	State Law
Non-Airside \$500,001-\$2,000,000	\$1,000,000	\$2,000,000	\$1,000,000	\$2,000,000	\$1,000,000
Non-Airside >\$2,000,000	\$1,000,000	\$2,000,000	\$1,000,000	\$5,000,000	\$1,000,000
Service Vendor	\$1,000,000	\$2,000,000	Exposure Dependent	\$0	State Law
Terminal/Non-Airside	\$1,000,000	\$2,000,000	\$1,000,000	\$5,000,000	\$1,000,000
FAA Projects/Airside	\$1,000,000	\$2,000,000	\$1,000,000	\$9,000,000	\$1,000,000

The company shall indemnify, defend, and hold harmless Mobile Airport Authority and its affiliates, and all their employees, officers, directors, shareholders, etc. (collectively

"Indemnitees") from and against any and all claims, demands, losses, damages, liabilities, expenses, obligations, judgments, recoveries and deficiencies, arising out of or resulting from the performance of the services provided.

Mobile Airport Authority has the right to terminate the contract for non-compliance with insurance requirements.

Waiver of Subrogation

The contractor shall waive its right to subrogation on each of the policies herein. If any of the policies do not permit the insured to enter a pre-loss waiver, or voids coverage because of same, there this Waiver of Subrogation requirement shall not apply and Subcontractor shall obtain a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

Insurance required by this Agreement shall be as broad as necessary to support the indemnification requirement in said contract or as broad as the indemnitor's insurance coverage, whichever is broader.

Attachment E

NON-COLLUSION AFFIDAVIT

The undersigned proposal or agent, being duly sworn on oath, declares that he / she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him / her, entered into any combination, collusion, or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding, nor to include anyone to refrain from proposing, and that this proposal is made without reference to any other proposals and without any agreement, understanding or combination with any other person in reference to such proposals/bidding.

He / She further states that no person or persons, firms, or corporations, has, have or will receive directly or indirectly, any rebate, fee gift, commission or item of value on account, or in return for such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID/PROPOSAL FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this _____ day of _____, 20__.

Name of Organization

Signature

Title of Person Signing

THE STATE OF _____
_____ **COUNTY**

I, _____, a Notary Public, hereby certify that _____ whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand this _____ day of _____, A. D. 20_____.

Notary Public

Print Name _____

My commission expires: _____

Attachment F

**RFQ No. 2023-010
Airbus Engineering Lower Roof Repairs**

Sample Contract Cover Page

**DO NOT FILL OUT OR SIGN THE ATTACHED
SAMPLE CONTRACT TEMPLATE.**

The attached document is a sample only. The selected bidder will receive a draft copy of the final contract and will be expected to sign it. Therefore, you should review the attached sample contract template in its entirety and make sure that you are able to comply with all terms and conditions.

STATE OF ALABAMA)
MOBILE COUNTY)

GENERAL SERVICES AGREEMENT

This General Services Agreement (this "Agreement") is made and entered into this ___th day of _____ 2022, but to be effective as of _____, 2022 ("Effective Date"), by and between The Mobile Airport Authority, a public corporation organized under the laws of the State of Alabama ("MAA"), with an address of 1891 Ninth Street, Mobile, AL 36615; and _____, ("Contractor"), with an address of _____.

RECITALS:

WHEREAS MAA operates the [Insert Appropriate Airport] in Mobile, Mobile County, Alabama ("Airport") and desires to obtain from a qualified contractor the services more specifically described in Schedule 1 attached hereto and incorporate herein by reference (the "Services"); and

WHEREAS Contractor is qualified to and desires to provide the Services to MAA, and MAA has agreed to hire the Contractor to provide the Services on the terms set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge and agree, the parties hereby agree as follows:

1. Recitals. The Recitals set forth above are incorporated into and made an integral part of this Agreement.

2. Services; General Provisions. MAA hires and retains the Contractor to provide, and Contractor agrees to provide, the Services. All such Services shall be rendered in compliance with Schedule 1 and the General Provisions attached hereto as Exhibit A and made a part of this Agreement ("General Provisions"). Unless expressly set forth to the contrary in Schedule 1 to this Agreement, Contractor shall, at its sole cost and expense, provide all labor, equipment, materials and supplies necessary to provide the Services.

3. Fees. In consideration of Contractor's satisfactory performance of the Services, MAA shall pay to Contractor the fees set forth in Schedule 1 hereto (the "Fees"). Unless otherwise expressly set forth to the contrary in Schedule 1, the Fees shall include any and all expenses, including, but not limited to, salaries, payroll costs, additives, overhead and profit of Contractor and out of pocket expenses necessary to provide the Services. All payments by MAA to Contractor shall be in accordance with Section 5 of the General Provisions.

4. Term; Termination.

(a) Term. The term of this Agreement shall begin on the Effective Date set forth above and continue thereafter for an initial term of one (1) year(s) ("Initial Term"), unless earlier terminated as

set forth herein or extended by mutual written agreement of the parties. MAA shall have the right to extend the Initial Term of this Agreement for () periods of () years each (each, a “Renewal Term” and collectively with the Initial Term, the “Term”).

(b) Termination. MAA shall have the right to terminate this Agreement at any time with thirty (30) days’ prior written notice to Contractor. Upon such termination, Contractor will be paid for Services through the effective date of termination. If Contractor fails to perform its obligations as set forth in this Agreement and such failure continues for ten (10) days after prior written notice from MAA, MAA is entitled to terminate this Agreement upon providing written notice to Contractor. Upon such termination, Contractor will be paid only for completed and approved Services. MAA will have no further obligations to Contractor from and after the date of any such termination.

(c) Contractor Obligations on Termination. Upon expiration or termination of this Agreement for any reason, Contractor shall (i) promptly deliver to MAA any work product (whether complete or incomplete) for which MAA has paid, any MAA equipment that Contractor utilized in the performance of the Services, and all MAA documents, data, know-how, methodologies, software, and other materials provided to Contractor by MAA, if any, including computer programs, reports, and specifications; (ii) promptly remove all Contractor equipment, materials, tools, systems, cabling, software, or facilities provided by or on behalf of Contractor and used directly or indirectly in the provision of the Services; and (iii) on a pro rata basis, repay all Fees and expenses, if any, paid in advance for any Services which have not been provided.

(d) Return of Confidential Information. Each party shall (i) return to the other party all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the other party's Confidential Information (as defined in Section 4.1 of the General Provisions); (ii) permanently erase all of the other party's Confidential Information from its computer systems; and (iii) certify in writing to the other party that it has complied with the requirements of this subsection; provided, however, that MAA may retain copies of any Confidential Information of Contractor solely to the extent necessary to allow it to make full use of the Services and any work product provided by Contractor.

4. Insurance. Contractor will, at its expense, obtain and maintain in full force and effect during the Term of this Agreement, the insurance coverages set forth in “MAA Contractor Insurance Requirements” attached hereto as Exhibit B and made a part of this Agreement. All insurance policies shall be written in a company or companies lawfully authorized to do business in Alabama and are required to have minimum A.M. Best financial rating of A minus, 8 (A-, VIII). All such insurance policies shall provide that coverage is primary and non-contributory, include a waiver of subrogation and provide MAA with at least thirty (30) days prior written notice of any cancellations or modification thereof. MAA shall be named as an additional insured on all policies except Workers’ Compensation and the Professional Liability/E&O policies. The additional insureds provision shall read: Mobile Airport Authority, City of Mobile, Alabama and their respective directors, council members, agents and employees.

Contractor shall provide MAA with copies of the insurance policies or certificates evidencing that the required coverages are in place. Certificates of Insurance shall be filed with MAA prior to commencement of the Services on a Certificate of Insurance form, or Certificates, policies, or endorsements acceptable to MAA. If such insurance coverages are not issued on an occurrence basis, such insurance coverages are required to remain in force after the termination or expiration of this Agreement. If such insurance coverages are required to remain in force after the expiration or termination of this Agreement, an additional certificate evidencing continuation of such coverage shall be submitted prior to final payment to the Contractor. If Contractor’s coverage is written on a claims-made basis, Contractor shall also provide tail coverage to include claims made after the completion of the work for the required statute of repose. In

the event Contractor fails to furnish MAA with evidence of insurance and maintain the insurance as required, MAA upon ten (10) days prior written notice to comply, may, but shall not be required to, procure such insurance at the cost and expense of Contractor, and Contractor agrees to promptly reimburse MAA for the cost thereof. Payment shall be made within thirty (30) days of invoice date. If Contractor has any subcontractor performing any of the Services, subcontractor is subject to the same insurance requirements outlined in this Exhibit B: MAA Contractor's Insurance Requirements. Contractor is advised of the statutory immunity of negligence applicable to MAA and its directors, which is contained in Sections 4-3- 50 and 4-3-47(2) of the Code of Alabama, 1975.

5. Indemnification. Contractor hereby agrees to indemnify, defend and hold harmless MAA, City of Mobile, Alabama, and their respective directors, council members, agents and employees (collectively, "Indemnitees"), from and against all losses, claims, liabilities, injuries, damages, expenses, fines and penalties, including attorney's fees and expenses (collectively, "Losses"), that Indemnitees may incur by reason of any injury or damage sustained to any person or property (including, but not limited to, any one or more of the Indemnitees) arising out of or resulting from, in whole or part, the negligent and willful acts or omissions of Contractor, its employees, agents and subcontractors in the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

CONTRACTOR:

Witnesses:

By: _____
Name: _____
Title: _____

MAA:

The Mobile Airport Authority

Attest:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

SCHEDULE 1

**TO GENERAL SERVICES AGREEMENT
DESCRIPTION OF SCOPE OF WORK; FEES**

1. Scope of Work. Contractor will complete the following items:

1.1

(a):

1.2 Exclusions:

(a):

Manufacturer Warranties: Contractor warrants the work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of one year from the date of final acceptance.

2. Contract Time

2.1 Completion Date –

2.2 Liquidated Damages. MAA and Contractor recognize that time is of the essence with respect to this Agreement and that MAA will suffer financial loss if the Work is not completed within the times specified in Paragraph 2.1 above, plus any extension(s) thereof allowed in accordance with the General Provisions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual losses suffered by MAA if the Work is not completed on time. Accordingly, instead of requiring such proof, MAA and Contractor agree that as Liquidated Damages for delay (but not as a penalty) Contractor shall pay MAA the amount stipulated in Section _____ of the General Provisions for each calendar day that expires after the time specified in Paragraph 3.1 for Completion of the Work.

2.3 Contractor understands and hereby expressly agrees that, in addition to, or in lieu of, Liquidated Damages specified in Paragraph 2.2 above, to pay MAA the actual costs to MAA for any inspector or inspectors necessarily employed by MAA on the Work and the actual costs to MAA for the

observation of construction, and project representative services including all travel and subsistence expenses after the date specified for completion until the Work is completed and ready for final payment.

2.4 Further, the Contractor agrees that the sums to be paid to MAA in accordance with Paragraphs 2.1 and 2.2 above may be deducted from the sum due the Contractor for work performed as provided in the General Provisions.

3. Contract Sum and Payment Procedures

3.1 MAA shall pay Contractor for completion of the Work in accordance with the applicable Contract Documents (Scope of Work) in current funds as follows:

Total: \$

3.2 Contractor shall submit Applications for Payment with supporting cost / accounting documents (if necessary) for completed work in accordance with the General Provisions. The Contractor shall submit an itemized Application for Payment for Work supported by data substantiating the right to payment. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by MAA, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing. Contractor warrants all work in place.

3.3 All work for payments received to be free and clear of liens, claims, or security interests.

3.4 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from MAA, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders. Neither the OWNER nor the Consultant shall have responsibility for payments to a subcontractor or supplier. A progress payment, or partial or entire use or occupancy of the Project by the OWNER, shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

EXHIBIT A

TO GENERAL SERVICES AGREEMENT

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the General Services Agreement by and between the MAA and Contractor.

1. Performance of Services. Contractor shall furnish, perform and provide the Services described in the Agreement and Schedule 1 in conformity with generally accepted industry standards and in compliance with all applicable federal, state and local, laws, rules and regulations (collectively, "Laws").

2. MAA Obligations.

2.1 MAA shall:

(a) cooperate with Contractor in all matters relating to the Services and appoint and, by giving written notice of such replacement to Contractor, replace a MAA employee to serve as the primary contact with respect to this Agreement and who will have the authority to act on behalf of MAA with respect to matters pertaining to this Agreement (the "MAA Representative");

(b) provide, subject to Section 3.1(d), such access to MAA's premises, and such office accommodation and other facilities as may reasonably be requested by Contractor and agreed upon by MAA in Schedule 1, for the purposes of performing the Services;

(c) respond promptly to any Contractor request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Contractor to perform Services in accordance with the requirements of this Agreement;

(d) provide such information as Contractor may request in order to carry out the Services, in a timely manner, and ensure that it is complete and accurate in all material respects;

(e) ensure that any MAA equipment to be provided by MAA to Contractor and expressly identified in Schedule 1, if any, is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant legal or industry standards or requirements; and

(f) obtain and maintain all necessary licenses and consents and comply with all Laws applicable to MAA in relation to the Services, in all cases before the date on which the Services are to start.

2.2 If agreed to by MAA and Contractor in Schedule 1, MAA shall make its employees reasonably available to Contractor to assist Contractor in tasks associated with providing the Services under this Agreement ("MAA Personnel"). To the extent practicable, Contractor and MAA will agree on such tasks and the timing of such tasks to be performed by MAA Personnel as part of the Services. Contractor shall not be responsible for the work of MAA Personnel nor any delays in the delivery of any Services caused solely by MAA Personnel.

3. Contractor Obligations.

3.1 Contractor shall:

(a) appoint (i) a Contractor employee to serve as a primary contact with respect to this Agreement and who will have the authority to act on behalf of Contractor in connection with matters pertaining to this Agreement (the "Contractor Representative"); and (ii) all employees and subcontractors, if any, engaged by Consultant to perform the Services ("Contractor Personnel"), who shall be reasonably skilled and qualified to perform the Services;

(b) upon the reasonable written request of MAA, promptly replace Contractor Representative and any other Contractor Personnel;

(c) before the date on which the Services are to start, obtain, and at all times during the Term of this Agreement maintain, all necessary licenses, permits and consents and comply with all relevant Laws applicable to the provision of the Services;

(d) comply with, and ensure that all Contractor Personnel comply with, all rules, regulations, and policies of MAA that are communicated to Contractor in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, and general health and safety practices and procedures;

(e) maintain complete and accurate records relating to the provision of the Services under this Agreement. During the Term, upon MAA's written request, Contractor shall allow MAA or MAA's representative to inspect and make copies of such records; provided that any such inspection shall take place during regular business hours no more than once per year and MAA provides Contractor with at least ten (10) business days' advance written notice; and

(f) require all subcontractors to be bound by the confidentiality and intellectual property assignment or license provisions, if any, of this Agreement.

3.2 Contractor is responsible for all Contractor Personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits.

4. Confidential Information.

4.1 Definition. As used herein, "Confidential Information" means any information that is treated as confidential by a party, including, without limitation, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing. Confidential Information shall not include information that: (a) is already known to the Receiving Party without restriction on use or disclosure prior to receipt of such information from the Disclosing Party; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Receiving Party; (c) is developed by the Receiving Party independently of, and without reference to, any Confidential Information of the Disclosing Party; or (d) is received by the Receiving Party from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information.

4.2 Confidentiality Obligations. From time to time during the Term, either party (as the "Disclosing Party") may disclose or make available to the other party (as the "Receiving Party") Confidential Information. The Receiving Party shall not:

(a) disclose, disseminate, or otherwise publish Confidential Information received hereunder to any person or entity without the Disclosing Party's prior written consent, except to the Receiving Party's employees and representatives who have a need to know or to view such information to perform their duties hereunder (the "Authorized Agents");

(b) disclose that Confidential Information has been made available hereunder; or

(c) use Confidential Information for any purpose other than performing its duties hereunder.

4.3 Return of Confidential Information. Upon the written demand of the Disclosing Party, the Receiving Party shall destroy any and all Confidential Information of the Disclosing Party in its possession; provided, however, that the Recipient may keep copies, subject to the restrictions on use and duty of confidentiality contained in this Agreement, of any summaries, notes, or other analyses and materials prepared by the Recipient which may contain such Confidential Information. If reasonably requested by the Disclosing Party, the Receiving Party shall obtain nondisclosure agreements (in form reasonably satisfactory to the Disclosing Party) from each Authorized Agent receiving Confidential Information by which each Authorized Agent agrees not to disclose the Confidential Information to third parties or use or appropriate the Confidential Information in any manner other than as set forth in this Agreement.

4.5 Disclosure. The Receiving Party shall be entitled to disclose Confidential Information in response to a court order (to the extent necessary or appropriate to comply with such order, in the Receiving Party's reasonable determination), provided that the Receiving Party shall have notified the Disclosing Party promptly after receiving such order so as to enable the Disclosing Party to contest such order, obtain other protective relief, or consult with the Receiving Party concerning the language, form, and substance of any such disclosure.

5. Fees and Expenses; Payment Terms. In consideration of the provision of the Services by Contractor and the rights granted to MAA under this Agreement, MAA shall pay the Fees and expenses, if any set forth in Schedule 1 hereto. Payment to Contractor of such Fees and the reimbursement of expenses, if any, shall constitute payment in full for the performance of the Services.

5.1 Time and Materials Basis. Where the Services are provided on a time and materials basis:

(a) the Fees payable for the Services shall be calculated in accordance with Contractor's hourly fee rates for Contractor Personnel set forth in Schedule 1; and

(b) Contractor shall issue invoices to MAA monthly for its Fees for time for the immediately preceding month, calculated as provided in this Section 5.2, together with a detailed breakdown of any expenses for such month incurred in accordance with Section 5.4.

Fixed Price Basis. Where Services are provided for a fixed price, the total Fees.

5.2 for the Services shall be the amount set out in Schedule 1. The total Fees shall be

paid to Contractor in installments, as set out in Schedule 1, and, where conditioned on the achievement of any milestone or delivery of any work product, upon the occurrence of such milestone or delivery of such work product. At the end of a period specified in Schedule 1 in respect of which an installment is due, Contractor shall issue invoices to MAA for the Fees that are then payable, together with a detailed breakdown of any expenses incurred in accordance with Section 5.4.

5.3 Expenses. MAA shall not be responsible for reimbursement of any of Contractor's expenses incurred in connection with provision of the Services unless Schedule 1 expressly provides for MAA's reimbursement of Contractor's expenses. In such case, MAA agrees to reimburse Contractor for all travel and out-of-pocket expenses incurred by Contractor and owed to third parties in connection with the performance of the Services. If Contractor submits expenses for reimbursement, Contractor must provide MAA with sufficient back up documentation as may be required to substantiate such expenses.

5.4 Invoices. Contractor shall issue invoices to MAA only in accordance with the terms of this Section 5, and MAA shall pay all properly invoiced amounts due to Contractor within thirty (30) days after MAA's receipt of such invoice. All payments hereunder shall be in US dollars and made by check, wire transfer, or electronic funds transfer. If MAA shall in good faith dispute any invoice or charge submitted by Contractor, the parties shall in good faith attempt to resolve such dispute informally as soon as practicable. Contractor acknowledges that payment for disputed invoices may be withheld until the dispute is successfully resolved, and such failure to pay disputed invoices which the parties in good faith are attempting to resolve shall not constitute a breach of this Agreement or provide a basis for the cessation of Services. All amounts not in dispute must be paid in accordance with the payment terms set forth in this Section 5 and Schedule 1. No payment by MAA of an invoice, and no failure by MAA to send a notice that an invoice is inaccurate, will waive MAA's right to dispute all or any portion of the invoice at a later time. Notwithstanding anything herein to the contrary, Contractor agrees that MAA shall neither accept nor pay any invoices for Services or reimbursement of expenses that were provided more than six (6) months prior to the date of the initial invoice unless agreed to otherwise in Schedule 1.

5.5 Taxes. Contractor shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by MAA hereunder; provided that, in no event shall Contractor pay or be responsible for any taxes imposed on, or with respect to, MAA's income, revenues, gross receipts, personnel, or real or personal property or other assets.

6. Independent Contractor. The relationship between the parties is that of independent contractors. Contractor is responsible for the compensation and supervision of its own employees used to perform the Services. Contractor reserves the right to determine the method, manner, and means by which the Services will be performed. MAA shall not provide any insurance coverage of any kind for the Contractor or Contractor Personnel. Contractor shall be solely responsible for the payment of all federal, state, and local taxes in connection with the payments by the MAA to Contractor hereunder. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or any other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to bind the other in any manner whatsoever.

7. Personal Service Agreement; No Assignment; No Subcontract. This Agreement is a personal services contract between Contractor and MAA. Contractor acknowledges and agrees that MAA is relying on Contractor to perform the Services described herein. The rights and obligations of Contractor under this Agreement cannot be assigned to any other person or entity without MAA's prior written consent,

which MAA may withhold or grant in its sole discretion. Any attempted assignment without MAA's prior written consent shall be null and void and of no effect. Contractor will not utilize subcontractors to provide Services under the Agreement without the prior written approval of MAA.

8. Limitation of Liability.

8.1 IN NO EVENT WILL MAA BE LIABLE TO CONTRACTOR OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT MAA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2 IN NO EVENT WILL MAA'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO CONTRACTOR PURSUANT TO THIS AGREEMENT IN THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

9. Intellectual Property Rights; Ownership.

9.1 Definitions. As used herein, the following terms have the following meanings: "Deliverables" means all documents, work product, and other materials that are delivered to MAA hereunder or prepared by or on behalf of Contractor in the course of performing the Services. "Intellectual Property Rights" means all (a) patents, patent disclosures, and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (c) copyrights, copyrightable works (including computer programs), and rights in data and databases, (d) trade secrets, know-how, and other Confidential Information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world. "Pre-Existing Materials" means all documents, data, know-how, methodologies, software, and other materials, including computer programs, reports and specifications, provided by or used by Contractor in connection with performing the Services, in each case developed or acquired by Contractor prior to the commencement or independently of this Agreement. "MAA Materials" means any documents, data, know-how, methodologies, software, and other materials provided to Contractor by MAA, including computer programs, reports, and specifications.

9.2 Ownership. Except as set forth in Section 9.3 below, MAA is, and shall be, the sole and exclusive owner of all right, title, and interest in and to any Deliverables, including all Intellectual Property Rights therein. Contractor agrees, and will cause its Contractor Personnel to agree, that with respect to any Deliverables that may qualify as a "work made for hire" as defined in 17 U.S.C. §101, such Deliverables are hereby deemed a "work made for hire" for MAA. To the extent that any of the Deliverables do not constitute a "work made for hire", Contractor hereby irrevocably assigns, and shall cause the Contractor Personnel to irrevocably assign to MAA, in each case without additional consideration, all right, title, and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein. The Contractor shall cause the Contractor Personnel to irrevocably waive, to the extent permitted by applicable Law, any and all claims such Contractor Personnel may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of droit moral with respect to the Deliverables. Upon the reasonable request of MAA, Contractor shall, and shall cause the Contractor Personnel to, promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist MAA to prosecute, register, perfect, or record its rights in or to any Deliverables.

9.3 Exception. Notwithstanding anything in Section 9.2 to the contrary, Contractor and its licensors are, and shall remain, the sole and exclusive owners of all right, title, and interest in and to the Pre-Existing Materials, including all Intellectual Property Rights therein. Contractor hereby grants MAA a license to use any Pre-Existing Materials solely to the extent reasonably required in connection with MAA's receipt or use of the Services and Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by Contractor.

9.4 MAA Materials. MAA and its licensors are, and shall remain, the sole and exclusive owner of all right, title, and interest in and to the MAA Materials, including all Intellectual Property Rights therein. Contractor shall have no right or license to use any MAA Materials except solely during the Term of the Agreement to the extent necessary to provide the Services to MAA. All other rights in and to the MAA Materials are expressly reserved by MAA.

10. Miscellaneous.

10.1 Notices. All written notices required or otherwise provided hereunder will be sent by certified or registered mail (return receipt requested), reputable courier with shipment tracking capabilities, postage prepaid, facsimile, e-mail, or hand delivery to the address for each party appearing on the first page of this Agreement. All notices to MAA shall include a mandatory copy to: Maynard, Cooper & Gale, P.C., Attention: Alvin K. Hope II, 11 North Water Street, RSA Battle House Tower Suite 24290, Mobile, Alabama, 36602; Email: ahope@maynardcooper.com. Notices will be deemed to have been given when delivered.

10.2 Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make undisputed payments due to the other party hereunder), when and to the extent such failure or delay is caused by or results from a Force Majeure Event. As used herein, "Force Majeure Event" means acts beyond the affected party's reasonable control, including, without limitation, acts of God; flood, fire or explosion; war, invasion, riot, or other civil unrest; actions, embargoes, or blockades in effect on or after the date of this Agreement; national or regional emergency; strikes, labor stoppages, or slowdowns or other industrial disturbances; shortage of adequate power or telecommunications or transportation facilities if necessary for the Services; or any other event which is beyond the reasonable control of such party. A party whose performance is affected by a Force Majeure Event shall give written notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event. During the Force Majeure Event, the non-affected party may similarly suspend its performance obligations (except for any obligations to make payments to the other party hereunder) until such time as the affected party resumes performance. The non-affected party may terminate the Agreement if such failure or delay continues for a period of thirty (30) days or more and, if the non-affected party is MAA, receive, on a pro-rata basis, a refund of any Fees paid to the Contractor in advance for the affected Services.

10.3 Non-Exclusivity. MAA shall have the right to acquire from, and Contractor retains the right to perform for, the same or similar type of Services for third parties during the Term of this Agreement.

10.4 Immigration. MAA is committed to complying with all applicable immigration laws of the United States, including the Immigration Reform and Control Act of 1986, as amended, which act requires that all employees hired since 1986 provide proof of identity and employment eligibility before working in the United States. Contractor shall not place any of its employees at a MAA worksite, nor shall

Contractor permit any of its employees, nor any of its contractors or subcontractors, or their respective employees, to perform any work on behalf of or for the benefit of MAA without first verifying and ensuring their authorization to lawfully work in the United States. Contractor acknowledges, agrees, and warrants (a) that Contractor maintains and follows an established policy to verify the employment authorization of its employees and to ensure continued compliance for the duration of employment, (b) that Contractor has verified the identity and employment eligibility of all of its employees in compliance with applicable law, (c) that Contractor has established internal safeguards and reporting policies to encourage its employees to report any suspected violations of immigration policies or of immigration law promptly to Contractor's senior management, (d) that Contractor has implemented a policy to verify the validity of Social Security information provided by its employees at the time of hire by Contractor, (e) that Contractor is without knowledge of any fact that would render any of its employees or any of its contractors or subcontractors, or their respective employees, ineligible to legally work in the United States, and (f) that Contractor will promptly notify MAA in writing in the event that any of its employees or any of its contractors or subcontractors, or their respective employees, that are working on MAA premises should lose authorization to legally work in the United States.

10.5 Criminal Background Check. To the extent permitted by law, Contractor represents and warrants that it shall conduct background investigations of each of its employees, regardless of whether or not such employees will provide Services to MAA under this Agreement. Background investigations shall include, at a minimum, verification of prior employment (five to ten years where available) and criminal background checks to the extent permitted by law. Contractor will ensure that no person performing Services for MAA has been convicted of a felony.

10.6 Further Assurances. Each party shall perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

10.7 No Third-Party Beneficiaries. With the exception of the City of Mobile, Alabama, this Agreement shall not be construed to confer any rights or remedies upon any person not a party to this Agreement.

10.8 Waiver. Any waiver of any right or provision herein will not be effective unless in writing and signed by authorized representatives of both parties. The waiver or failure of either party to exercise any right provided herein will not be deemed a waiver of any further right under this Agreement.

10.9 Binding Effect. This Agreement will bind, benefit, and be enforceable by and against Contractor and MAA and, to the extent permitted hereby, their respective successors and assigns.

10.10 Applicable Law. This Agreement shall be interpreted, construed, and enforced according to the laws of the State of Alabama without reference to its choice of law principles. Any action to enforce this Agreement shall be instituted solely and exclusively in the Circuit Court of Mobile County, Alabama or in the United States District Court for the Southern District of Alabama.

10.11 Captions. The captions or headings in this Agreement are made for convenience and general reference only and shall not be construed to describe, define, or limit the scope or intent of the provisions of this Agreement.

10.12 Cumulative. Any specific right or remedy provided in this Agreement will be cumulative with all other rights and remedies set forth herein and allowed under applicable Law.

10.13 Severability. If any provision of this Agreement where the application thereof to

any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to the other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by Law.

10.14 Related Expenses. Each of the parties hereto shall pay such party's own fees, costs, and expenses incurred in connection with this Agreement, except those expenses incurred pursuant to Section 5.3 of the General Provisions, and the transactions contemplated hereby, including, but not limited to, the fees, costs, and expenses of its accountants and counsel.

10.15 Counterparts and Telecopy Execution. This Agreement may be executed and delivered by telecopy and in counterparts, each of which when executed and delivered shall be deemed an original, but all of which together shall be deemed one and the same agreement.

10.16 Entire Agreement. This Agreement, together with all Schedules and Exhibits, constitutes the entire agreement between the parties and supersedes any and all prior oral and written communications or agreements relating to the subject matter herein. Except as otherwise provided herein, this Agreement cannot be changed or modified except by written agreement signed by authorized representatives of both parties.

END OF GENERAL PROVISIONS

SAMPLE ONLY

ATTACHMENT 'G'

Roof System Specifications

1.01 DESCRIPTION

The project consists of installing Carlisle SynTec's Sure-Weld (TPO) Adhered Roofing System as outlined below:

Apply the Sure-Weld Adhered Roofing System in conjunction with polyisocyanurate insulation and cover board after tear off of the existing roof system to expose the concrete deck for verification of suitable substrate as specified in this specification.

1.02 EXTENT OF WORK

- A. Provide all labor, material, tools, equipment, and supervision necessary to complete the installation of the Sure-Weld reinforced TPO (Thermoplastic Polyolefin) Adhered Roofing System including flashings and insulation as specified herein and as indicated on the drawings in accordance with the manufacturer's most current specifications and details.
- B. The roofing contractor shall be fully knowledgeable of all requirements of the contract documents and shall make themselves aware of all job site conditions that will affect their work.
- C. The roofing contractor shall confirm all given information and advise the building owner, prior to bid, of any conflicts that will affect their cost proposal.
- D. Any contractor who intends to submit a bid using a roofing system other than the approved manufacturer must submit for pre-qualification in writing fourteen (14) days prior to the bid date. Any contractor who fails to submit all information as requested will be subject to rejection. Bids stating "as per plans and specs" will be unacceptable.

1.03 SUBMITTALS

- A. Prior to starting work, the roofing contractor must submit the following:
 - 1. Shop drawings showing layout, details of construction and identification of materials.
 - 2. A sample of the manufacturer's Membrane System Warranty.
 - 3. Submit a letter of certification from the manufacturer which certifies the roofing contractor is authorized to install the manufacturer's roofing system and lists foremen who have received training from the manufacturer along with the dates training was received.
 - 4. Certification from the membrane manufacturer indicating the membrane thickness over the reinforcing scrim (top ply membrane thickness) is nominal 15 mil or thicker.
 - 5. Certification of the manufacturer's warranty reserve.
- B. Upon completion of the installed work, submit copies of the manufacturer's final inspection to the owner prior to the issuance of the manufacturer's warranty.

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to the job site in the manufacturer's original, unopened containers or wrappings with the manufacturer's name, brand name and installation instructions intact and legible. Deliver in sufficient quantity to permit work to continue without interruption.
- B. Comply with the manufacturer's written instructions for proper material storage.

1. Store Sure-Weld membrane in the original undisturbed plastic wrap in a cool, shaded area. Sure-Weld membrane that has been exposed to the elements for approximately 7 days must be prepared with Carlisle Weathered Membrane Cleaner prior to hot air welding.
 2. Store curable materials (adhesives and sealants) between 60°F and 80°F in dry areas protected from water and direct sunlight. If exposed to lower temperature, restore to 60°F minimum temperature before using.
 3. Store materials containing solvents in dry, well ventilated spaces with proper fire and safety precautions. Keep lids on tight. Use before expiration of their shelf life.
- C. Insulation must be on pallets, off the ground and tightly covered with waterproof materials.
- D. Any materials which are found to be damaged shall be removed and replaced at the applicator's expense.

1.05 WORK SEQUENCE

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

1.06 USE OF THE PREMISES

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

1.07 EXISTING CONDITIONS

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

1.08 TEMPORARY FACILITIES AND CONTROLS

- A. Temporary Utilities:
1. Water, power for construction purposes and lighting are available at the site and will be made available to the roofing contractor.
 2. Provide all hoses, valves and connections for water from a source designated by the owner when

made available.

3. When available, electrical power should be extended as required from the source. Provide all trailers, connections and fused disconnects.

B. Temporary, Sanitary Facilities

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

C. Building Site:

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

D. Security:

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

1.09 JOB SITE PROTECTION

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

1.10 SAFETY

The roofing contractor shall be responsible for all means and methods as they relate to safety and shall comply with all applicable local, state and federal requirements that are safety related. **Safety shall be the responsibility of the**

roofing contractor. All related personnel shall be instructed daily to be mindful of the full time requirement to maintain a safe environment for the facility's occupants including staff, visitors, customers and the occurrence of the general public on or near the site.

1.11 WORKMANSHIP

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

1.12 QUALITY ASSURANCE

- A. The Sure-Weld Membrane Roofing System must achieve a UL Class A.

The specified roofing assembly must have been successfully tested by a qualified testing agency to resist the design uplift pressures calculated according to current City of Mobile building Code.
- B. The membrane must be manufactured by the material supplier. Manufacturer's supplying membrane made by others are not acceptable.
- C. Unless otherwise noted in this specification, the roofing contractor must strictly comply with the manufacturer's current specifications and details.
- D. The roofing system must be installed by an applicator authorized and trained by the manufacturer in compliance with shop drawings as approved by the manufacturer. The roofing applicator shall be thoroughly experienced and upon request be able to provide evidence of having at least fifteen (15) years successful experience installing single-ply TPO roofing systems and having installed at least five (5) roofing application or several similar systems of equal or greater complexity and size within one year.
- E. Provide adequate number of experienced workmen regularly engaged in this type of work who are skilled in the application techniques of the materials specified. Provide at least one thoroughly trained and experienced superintendent on the job at all times roofing work is in progress.
- F. There shall be no deviations made from this specification or the approved shop drawings without the prior written approval of the specifier. Any deviation from the manufacturer's installation procedures must be supported by a written certification on the manufacturer's letterhead and presented for the specifier's consideration.
- G. The Sure-Weld TPO White membrane meets CRRC (Cool Roof Rating Council) for reflectance and emittance. When tested in accordance with ASTM C1549, the Sure-Weld White material has an initial solar reflectance of 0.79 and a 3-year aged reflectance of 0.70. The material has also been tested for emittance in accordance with ASTM C1371; an initial emittance of 0.90 and a 3-year aged emittance of 0.86 were achieved.
- H. Upon completion of the installation, the applicator shall arrange for an inspection to be made by a non-sales technical representative of the membrane manufacturer in order to determine whether or not corrective work will be required before the warranty will be issued. Notify the building owner seventy-two (72) hours prior to the manufacturer's final inspection.

1.13 JOB CONDITIONS, CAUTIONS AND WARNINGS

Refer to Carlisle's Sure-Weld Roofing System specification for General Job Site Considerations.

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

1 WARRANTY

- A. Provide manufacturer's 20 year Total System Warranty covering both labor and material with no dollar limitation. The maximum wind speed coverage shall be peak gusts of 72 mph measured at 10 meters above ground level. Certification is required with bid submittal indicating the manufacturer has reviewed and agreed to such wind coverage.
- B. Pro-rated System Warranties shall not be accepted.
- C. Evidence of the manufacturer's warranty reserve shall be included as part of the project submittals for the specifier's approval.

PART 2 PRODUCTS

2.01 GENERAL

- A. All components of the specified roofing system shall be products of Carlisle SynTec or accepted by Carlisle SynTec as compatible.
- B. All products (including insulation, adhesives, fasteners, fastening plates, and prefabricated accessories) must be **manufactured and/or supplied** by the roofing system manufacturer and covered by the warranty.

2.02 MEMBRANE

Furnish Sure-Weld 60-mil thick white reinforced TPO (Thermoplastic Polyolefin) membrane to complete the roofing system. Membrane thickness over the reinforcing scrim (top-ply thickness) shall be nominal 15 mil thick or greater. Membrane sheets in rolls 12', 10' or 8' wide by 100' long.

2.03 INSULATION/UNDERLAYMENT

- A. When applicable, insulation shall be installed in multiple layers. All layers of insulation shall be adhered to the substrate in accordance with the manufacturer's published specifications.
- B. Insulation shall be Insulbase Polyisocyanurate and ½" Cover board as supplied by Carlisle SynTec. Minimum R-value required is R 28.8. Tapered polyisocyanurate crickets / saddles are to be installed as required.
1. **Carlisle Insulbase Polyisocyanurate** – A foam core insulation board covered on both sides with a medium weight fiber-reinforced felt facer meeting ASTM C 1289-06, Type II, Class 1, Grade 2 (20 psi) or Grade 3 (25 psi). The product is available in 4' x 8' standard size with a thickness from 1 to 4 inches. 4' x 4' tapered panels are also available.
 2. **Securock Cover Board** – A uniform composition of fiber-reinforced with no facer for use as a cover board or a thermal barrier. Available in ¼" to 5/8" thick and 4' x 4' or 4' x 8' size boards. Long uninterrupted runs (>200') may require slight gapping due to thermal expansion.

2.04 FASTENING COMPONENTS

To be used to provide additional membrane securement:

A. Fasteners, Plates, and Bars

1. **HP Term Bar Nail-Ins:** A 1-1/4" long expansion anchor with a zinc plated steel drive pin used for fastening the Carlisle Termination Bar or Seam Fastening Plates to concrete, brick, or block walls.
2. **Piranha Plates:** A 2-3/8" diameter metal barbed fastening plate used with Carlisle HP-X or HP-14-10 Fasteners for membrane securement. This plate can be used for insulation securement.
3. **CD-10 Fasteners:** A non-threaded, hammer driven fastener used with structural concrete roof decks rated 3,000 psi or greater.
4. **HP 14-10 Fasteners:** A #14 threaded fastener with a #3 phillips drive used for minimum 3,000 psi concrete decks.

B. Insulation Adhesive:

1. **Flexible FAST Adhesive:** A spray (full coverage) or bead-applied, two-component polyurethane, construction grade, low-rise expanding foam adhesive used for attaching approved insulations to compatible roof decks or existing smooth or gravel surfaced BUR, modified bitumen or cap sheets.

2.05 ADHESIVES, CLEANERS AND SEALANTS

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

- A. **Sure-Weld Bonding Adhesive:** A high-strength, synthetic rubber adhesive used for bonding Sure-Weld membrane to various surfaces. The adhesive is applied to both the membrane and the substrate at a coverage rate of approximately 60 square feet per gallon per finished surface (includes coverage on both surfaces).
- B. **Cut-Edge Sealant:** A white or clear colored sealant used to seal cut edges of reinforced Sure-Weld membrane. A coverage rate of approximately 225 - 275 linear feet per squeeze bottle can be achieved when a 1/8" diameter bead is applied.
- C. **Water Cut-Off Mastic:** Used as a mastic to prevent moisture migration at drains, compression terminations and beneath conventional metal edging (at a coverage rate of approximately 10' per tube or 100' per gallon).
- D. **Universal Single-Ply Sealant:** A 100% solids, solvent free, voc free, one part polyether sealant that provides a weather tight seal to a variety of building materials. It is white in color and is used for general caulking such as above termination bars and metal counter flashings and at scuppers.
- E. **Thermoplastic One-Part Pourable Sealer:** A one-part, moisture curing, elastomeric polyether sealant used to fill TPO Molded Pourable Sealant Pockets. Packaged in 4, 2-liter foil pouches inside a reusable plastic bucket. 1 pouch will fill 2 TPO Molded Pourable Sealant Pockets.
- F. **Weathered Membrane Cleaner:** Used to prepare membrane for heat welding that has been exposed to the elements or to remove general construction dirt at an approximate coverage rate of 400 square feet per gallon (one surface).
- G. **TPO Primer:** A solvent-based primer used to prepare the surface of Sure-Weld Membrane prior to application of Pressure-Sensitive Coverstrip and TPO Pressure-Sensitive RUSS.

2.06 METAL FLASHING AND MEMBRANE TERMINATIONS

- A. **General:** All metal edging s shall be tested and meet ANSI/SPRI ES-1 standards and comply with International Building Code.
- B. **Termination Bar:** a 1" wide and .098" thick extruded aluminum bar pre-punched 6" on center; incorporates a sealant ledge to support Lap Sealant and provide increased stability for membrane terminations.
- C. **Coping:** Shop Fabricated Coping 24-Gauge Kynar Coping with a 22-Ga Galv retainer bar (face side only).
- D. **Counterflashing:** Shop Fabricated 1 piece 24-Gauge Kyar Counterflashing.

2.07 WALKWAYS

Protective surfacing for roof traffic shall be Sure-Weld TPO Walkway Rolls installed per manufacturer's requirements.

2.08 VAPOR RETARDER / TEMPORARY ROOF

- A. **Carlisle SureMB 90TG Temporary Roof:** SureMB 90TG roll demensions are 39" x 49' and is a premium, smooth-surfaced, SBS (Styrene-Butadiene-Styrene), torch-applied membrane. Reinforced with a fiberglass mat that is saturated and coated with high-quality asphaltic bitumen and SBS elastomers, this product offers durability, flexibility and easy maintenance. Carlisle SureMB 90TG Base is designed for use as a base ply or inter-ply in Carlisle's multiple-ply system and can also be used as an air barrier, vapor barrier or temporary roof (for up to 60 days). The product is installed over a properly prepared, and primed if required, substrate.
- B. **Asphalt Primer:** ASTM D-41 cut back asphalt primer to be installed over the existing concrete deck after removal of existing roof system.

PART 3 EXECUTION

3.01 GENERAL

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

3.02 VAPOR RETARDERS

A. **General:**

The use of a vapor retarder to protect insulation and reduce moisture accumulation within an insulated roofing assembly should be investigated, especially on projects with high interior humidity, such as, swimming pools, breweries, pulp mills, etc.

- B. If insulation is to be adhered to the vapor retarder with Flexible FAST Adhesive, the Carlisle 90TG vapor retarder must be compatible and shall be fully torched to the substrate.

C. **Carlisle 90TG Installation:**

1. **Surface Preparation:** Concrete shall be in place for 7 days minimum and the substrate must be dry. The surface shall have a smooth finish and be free of voids, spalled areas, sharp protrusions, loose aggregate, latence and form release agents. In the event of rain, concrete must be allowed to dry before primer is applied.
2. **Primer:** Surfaces to receive Carlisle SureMB 90TG must be clean and dry. Prime with ASTM D-41 Asphalt Primer. Apply Primer by spray, brush or with a long nap roller. The primer should be allowed to dry prior to application of the vapor retarder.
3. **Application:** Apply Carlisle SureMB 90TG from low to high point, in a shingle fashion, so that laps will shed water. Overlap 3" on sides and 6" on the end laps. End laps shall be staggered. Place membrane carefully so as to avoid wrinkles and fishmouths. A minimum of 3/8" compound flow-out must be reached at all seam areas. Seam areas must be rolled in, with a standup roller, no less than 3' and no more than 4' away from the torching application to ensure proper seam adhesion.
4. **Insulation Installation:** Ensure surface of Carlisle SureMB 90TG is clean and dry prior to installing insulation. Place insulation over the surface and adhere to the vapor retarder with Flexible FAST Adhesive in accordance with this Carlisle Specification.

3.03 INSULATION PLACEMENT AND ATTACHMENT

- A. Install insulation over the vapor retarder with boards butted tightly together with no joints or gaps greater than 1/4 inch. Stagger joints horizontally and vertically if multiple layers are provided.
- B. Adhere insulation to the substrate with Carlisle Flexible FAST Adhesive in accordance with the manufacturer's specifications.

3.04 MEMBRANE PLACEMENT AND ATTACHMENT

- A. Position Sure-Weld membrane over the acceptable substrate. Fold membrane sheet back onto itself so half the underside of the membrane is exposed.
- B. Apply Bonding Adhesive in accordance with the manufacturer's published instructions, to the exposed underside of the membrane and the corresponding substrate area. Do not apply Bonding Adhesive along the splice edge of the membrane to be hot air welded over the adjoining sheet. Allow the adhesive to dry until it is tacky but will not string or stick to a dry finger touch.
 - 1. Roll the coated membrane into the coated substrate while avoiding wrinkles. Brush down the bonded section of the membrane sheet immediately after rolling the membrane into the adhesive with a soft bristle push broom to achieve maximum contact.
 - 2. Fold back the unbonded half of the sheet and repeat the bonding procedures.
- C. Position adjoining sheets to allow a minimum overlap of 2 inches to provide a minimum 1-1/2" hot air weld.
- D. Continue to install adjoining membrane sheets in the same manner, overlapping edges a minimum of 2 inches and complete the bonding procedures as stated previously.

3.05 MEMBRANE HOT AIR WELDING PROCEDURES

- A. Hot air weld the Sure-Weld membrane using an Automatic Hot Air Welding Machine or Hot Air Hand Welder in accordance with the manufacturer's specifications. At all splice intersections, roll the seam with a silicone roller immediately after welder crossed the membrane step-off to ensure a continuous hot air welded seam.

Note: When using 60-mil thick membrane, all splice intersections shall be overlaid with Sure-Weld T-joint covers or non-reinforced flashing.
- B. Probe all seams once the hot air welds have thoroughly cooled (approximately 30 minutes).
- C. Repair all seam deficiencies the same day they are discovered.
- D. Apply Cut Edge Sealant on all cut edges of reinforced membrane (where the scrim reinforcement is exposed) after seam probing is complete. Cut Edge Sealant is not required on vertical splices.

3.06 FLASHING

- A. Flashing of parapets, curbs, expansion joints and other parts of the roof must be performed using Sure-Weld reinforced membrane. Sure-Weld non-reinforced membrane can be used for flashing pipe penetrations, Sealant Pockets, and scuppers, as well as inside and outside corners, when the use of prefabricated accessories is not feasible.
- B. Follow manufacturer's typical flashing procedures for all wall, curb, and penetration flashing including metal edging/coping and roof drain applications.

3.07 WALKWAYS

- A. Install walkways at all traffic concentration points (such as roof hatches, access doors, rooftop ladders, etc.) and all locations as identified on the specifier's drawing.
- B. Hot air weld walkway material to the membrane, loose laid over an approved protection sheet in accordance with the manufacturer's specifications.

3.08 DAILY SEAL

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

3.09 CLEAN UP

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

END OF SPECIFICATION