

REI ENGINEERS

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DATE: January 10, 2017
FROM: REI Engineers
TO: Bidders of Record
REFERENCE: **Addendum No. 1**
Buncombe County Schools
Charles D. Owen Middle School
Areas A2-A7 Metal Roof Retrofit
REI Project No. 016CLT-203

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents dated December 6, 2016 as noted below.

This addendum consists of:

- two (2) page(s)
- attached revised Request for Proposal (14 pages)
- attached Bid Bond Form
- attached MBE guidelines and forms (16 pages)
- attached revised Specification Sections 07 01 50 and 07 62 00
- attached revised Drawings A1, A2, A3, A4 and A5.

CHANGES TO BIDDING REQUIREMENTS:

1. Bid bond and MBE forms are required with this bid.
2. Request for Proposal; replace with the attached Revision No. 1 Request for Proposal totaling 14 pages.
3. Section 00 61 00-Bid Bond Form; add the attached Bid Bond Form totaling 2 pages. Please include the bid bond in a separate sealed envelope.

CHANGES TO SPECIFICATIONS:

4. Section 01 23 00-Alternates; delete Section in its entirety.
5. Section 06 10 00-Rough Carpentry; delete Section in its entirety.
6. Section 07 01 50-Preparation for Reroofing; replace with the attached Revision No. 1, Section 07 01 50.
7. Section 07 22 16-Roof Insulation; delete Section in its entirety.
8. Section 07 54 23-Thermoplastic Polyolefin; delete Section in its entirety.
9. Section 07 62 00-Sheet Metal Flashing and Trim; replace with the attached Revision No. 1, Section 07 62 00.

ROOFING, WATERPROOFING AND BUILDING ENVELOPE ENGINEERS AND CONSULTANTS

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CHANGES TO CONTRACT DRAWINGS:

10. Drawing A1; replace with the attached Revision No .1 Drawing A1.
11. Drawing A2; replace with the attached Revision No .1 Drawing A1.
12. Drawing A3; replace with the attached Revision No .1 Drawing A1.
13. Drawing A4; replace with the attached Revision No .1 Drawing A1.
14. Drawing A5; replace with the attached Revision No .1 Drawing A1.
15. Drawing A6; delete in its entirety.

ALL OTHER REQUIREMENTS AND PROVISIONS OF THE BIDDING DOCUMENTS REMAIN UNCHANGED. ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID FORM. FAILURE TO DO SO MAY BE CAUSE FOR REJECTION OF THE BID.

END OF ADDENDUM



STATE OF NORTH CAROLINA/BUNCOMBE COUNTY SCHOOLS REQUEST FOR PROPOSAL (REVISION NO. 1)

PROJECT: CHARLES D. OWEN MIDDLE SCHOOL
AREAS A2-A7 METAL ROOF RETROFIT (RFP# 63-16)

PROJECT DESIGNER: Mary Beth Kingston, AIA, Assistant Director of Facilities

USING AGENCY: Buncombe County Schools **ISSUE DATE:** December 6, 2016

Sealed proposals from bidders subject to the conditions made a part hereof will be received until **3:00 PM on January 25, 2017** for furnishing all labor, materials, equipment, and services incidental and implied, for completion of the project described herein.

PREBID CONFERENCE: A pre-bid conference is scheduled for **10:00 AM on January 5, 2017** at the facility, 730 Old US Hwy 70, Swannanoa, North Carolina 28778

SEND ALL PROPOSALS DIRECTLY TO THE ADDRESS AS SHOWN BELOW:

Buncombe County Schools, Purchasing Division
175 Bingham Road
Asheville, NC 28806

NOTE: Indicate firm name and RFP number on the front of each sealed proposal envelope or package, along with the date for receipt of proposals specified above.

Direct inquiries concerning this RFP to: Mary Beth Kingston, Asst. Director Phone: 828-255-5916
Ron Venturella, Purchasing Officer Phone: 828-255-5891

THE PROCUREMENT PROCESS

The following is a general description of the process by which a firm will be selected to provide services.

1. Request for Proposals (RFP) is issued to prospective contractors.
2. A preproposal conference and/or deadline for written questions is five days prior to due date.
3. Proposals in one original will be received from each offeror in a sealed envelope or package. Each original shall be signed and dated by an official authorized to bind the firm. Unsigned proposals will not be considered. Bid bond should be included in a separate sealed envelope.
4. All proposals must be received by the issuing agency not later than the date and time specified on the cover sheet of this RFP.
5. At that date and time the proposals from each responding firm will be opened. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of an offeror's pricing position. Informal proposals (less than \$ 300,000) are confidential until such time that award has been made. Thereafter, the purchasing division will furnish bid tabs upon request.
6. At their option, the evaluators may request oral presentations or discussion with any or all offerors for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, offerors are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the offeror.
7. Proposals will be evaluated according to completeness, content, experience with similar projects, ability of the offeror and its staff, and cost. Award of a contract to one offeror does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous to the State.
8. Offerors are cautioned that this is a request for offers, not a request to contract, and the State/Buncombe County Schools reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of the State.

(NOTE: THIS FORM MUST BE FULLY EXECUTED AND RETURNED FOR CONSIDERATION OF PROPOSAL)

PROPOSAL FORM (REVISION NO. 1)

**CHARLES D. OWEN MIDDLE SCHOOL
AREAS A2-A7 METAL ROOF RETROFIT (RFP# 63-16)**

DUE DATE: JANUARY 25, 2017 by 3:00 PM

By submitting this proposal, the potential contractor certifies the following:

- ** This proposal is signed by an authorized representative of the firm.
- ** It can obtain and submit to the Owner insurance certificates as required within 5 calendar days after notice of award.
- ** The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.
- ** All labor costs, direct and indirect, have been determined and included in the proposed cost.
- ** All taxes have been determined and included in the proposed cost.
- ** The offeror has attended the conference (*if applicable*) or conducted a site visit and is aware of prevailing conditions associated with performing these services.
- ** The potential contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.

Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within 45 days (normally less) from the date of the opening, to furnish the subject services for a cost not to exceed:

Base Bid:

\$ _____ dollars and ____/100 \$ _____

CONTINGENCY ALLOWANCE INCLUDED:

It is to be understood that the above base bid amount includes a project contingency allowance of \$10,000.00. This contingency allowance is to be governed as per the terms and conditions specified in Section 01 21 00 of the Project Manual.

UNIT PRICES:

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the scope of the work all in accordance with the contract documents.

UP-1: Remove EPDM roof membrane, replace wet or deteriorated wood
fiber insulation and provide EPDM roof membrane patch over

replacement area..... \$ _____ /SF

UP-2: Provide Fall Arrest Anchor..... \$ _____ /EA

MANUFACTURERS:

Base bid shall utilize metal materials manufactured by _____ .
(One manufacturer only)

Proposal Form Continued on Next Page

PROPOSAL FORM-REVISION NO. 1 (CONTINUED)

**CHARLES D. OWEN MIDDLE SCHOOL
AREAS A2-A7 METAL ROOF RETROFIT (RFP# 63-16)**

DUE DATE: JANUARY 25, 2017 by 3:00 PM

SCHEDULE OF COMPLETION:

Project approval will be requested during the March 2, 2017 Board of Education meeting. The undersigned hereby agrees commence work on this project on June 12, 2017 with all work being substantially complete within one hundred fifty (150) calendar days from the date of commencement. Contractor is subject to liquidated damages in the amount of \$250.00 per calendar day for each day in excess of the substantial completion deadline. Final completion all work shall be obtained within fifteen (15) calendar days of the date of substantial completion. Contractor is subject to liquidated damages in the amount of \$250.00 per calendar day for each day in excess of the final completion.

SUBCONTRACTORS:

If subcontractors are to be utilized, the General Contractor shall fill out all blanks on the list below. All subcontractors shall be listed. The general contractor shall identify work by the general, subcontractor or not applicable. Do not list suppliers. All blanks must be filled in. Failure to do so may result in bid being declared non-responsive. If there is more than one subcontractor per trade identified below, list all. If no subcontractors are to be utilized, indicate by signing at the appropriate place at the bottom of this page.

Trade: _____	Company _____
Trade: _____	Company _____
Trade: _____	Company _____
Trade: _____	Company _____
Trade: _____	Company _____
Trade: _____	Company _____

We do not plan to use subcontract forces: _____
Contractor Signature (sign if applicable)

Proposal Form Continued on Next Page

PROPOSAL FORM-REVISION NO. 1 (CONTINUED)

**CHARLES D. OWEN MIDDLE SCHOOL
AREAS A2-A7 METAL ROOF RETROFIT (RFP# 63-16)**

DUE DATE: JANUARY 25, 2017 by 3:00 PM

Attended Pre-Bid Mtg: YES/NO _____

Addendums received and used in computing bid: YES/NO _____ Number of Addendums received: _____

OFFEROR: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NUMBER: _____ FAX: _____

FED ID No: _____ Type & License #: _____

E-MAIL: _____ MBE Status: _____

Principal Place of Business if different from above (See General Information on Submitting Proposals, Item 18.): _____

BY: (Signature) _____ TITLE: _____

DATE: _____ (Typed or printed name) _____

End of Proposal Form

Bid bond and MBE forms are required. Bidder must use bond forms included in the bid package. Please include bid bond and MBE forms in separate sealed envelope from proposal form.

GENERAL INFORMATION ON SUBMITTING PROPOSALS

1. **EXCEPTIONS:** All proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request for Proposals or on any contract that may be awarded resulting from this solicitation. Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.
2. **CERTIFICATION:** By executing the proposal, the signer certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.
3. **ORAL EXPLANATIONS:** The State/Buncombe County Schools shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.
4. **REFERENCE TO OTHER DATA:** Only information which is received in response to this RFP will be evaluated; reference to information previously submitted shall not be evaluated.
5. **ELABORATE PROPOSALS:** Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.

In an effort to support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort.

It is desirable that all responses meet the following requirements:

- All copies are printed **double sided**.
 - All submittals and copies are printed on **recycled paper with a minimum post-consumer content of 30%** and indicate this information accordingly on the response.
 - Unless absolutely necessary, all proposals and copies should **minimize or eliminate use of non-recyclable or non re-usable materials** such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
 - Materials should be submitted in a format which allows for **easy removal and recycling** of paper materials.
6. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by offerors in preparing or submitting offers are the offerors' sole responsibility; the State of North Carolina/Buncombe County Schools will not reimburse any offeror for any costs incurred.
 7. **TIME FOR ACCEPTANCE:** Each proposal shall state that it is a firm offer which may be accepted within a period of 45 days. Although the contract is expected to be awarded prior to that time, the 45 day period is requested to allow for unforeseen delays.
 8. **TITLES:** Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.
 9. **CONFIDENTIALITY OF PROPOSALS:** In submitting its proposal the offeror agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the using or issuing agency, government or private, until after the award of the contract. Offerors not in compliance with this provision may be disqualified, at the option of the State/Buncombe County Schools, from contract award. Only discussions authorized by the issuing agency are exempt from this provision.
 10. **RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the offerors shall become the property of the State/Buncombe County Schools when received.
 11. **OFFEROR'S REPRESENTATIVE:** Each offeror shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
 12. **SUBCONTRACTING:** Offerors may propose to subcontract portions of the work provided that their proposals clearly indicate what work they plan to subcontract and to whom and that all information required about the prime contractor is also included for each proposed subcontractor.
 13. **PROPRIETARY INFORMATION:** Trade secrets or similar proprietary data which the offeror does not wish disclosed to other than personnel involved in the evaluation or contract administration will be kept confidential to the extent permitted by NCAC T01:05B.1501 and G.S. 132-1.3 if identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL". Any section of the proposal which is to remain confidential shall also be so marked in boldface on the title page of that section. Cost information may not be deemed confidential. In spite of what is labeled as confidential, the determination as to whether or not it is shall be determined by North Carolina law.

14. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, Buncombe County Schools invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.

The Contractor agrees in particular to maintain open hiring and employment practices and to receive applications for employment in compliance with all requirements of applicable federal, state and local laws and regulations issued pursuant thereto relating to nondiscriminatory hiring and employment practices. Each Prime Contractor shall undertake an affirmative action program to ensure that no person shall be excluded from participation in any employment activities because of age, sex, race, religion, color, national origin or handicap.

15. **PROTEST PROCEDURES:** If an offeror wants to protest a contract awarded pursuant to this solicitation, they must submit a written request to the Purchasing Officer, Buncombe County Schools, 175 Bingham Road, or PO Box 16771, Asheville, NC 28806. This request must be received by the Purchasing Division within thirty (30) consecutive calendar days from the date of the contract award, and must contain specific sound reasons and any supporting documentation for the protest. NOTE: Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation. Contract status and award notices are available through the purchasing division or the project designer with contact information as shown on the first page of this solicitation. Offeror's may call to obtain a verbal status of contract award. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519.
16. **TABULATIONS:** Offeror's may call the purchasing division to obtain a verbal status of contract award.
17. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** Vendor Link NC allows vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services available on the Interactive Purchasing System. Online registration and other purchasing information are available on the Internet web site: <http://www.state.nc.us/pandc/>.
18. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident offerors. The "Principal Place of Business" is defined as the principal place from which the trade or business of the offeror is directed or managed.

NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS (Contractual and Consultant Services)

1. **GOVERNING LAW:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
2. **SITUS:** The place of this contract, its situs and forum, shall be North Carolina , where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined
3. **INDEPENDENT CONTRACTOR:** The Contractor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the Agency.
4. **KEY PERSONNEL:** The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the Agency's Contract Administrator. The individuals designated as key personnel for purposes of this contract are those specified in the Contractor's proposal.
5. **SUBCONTRACTING:** Work proposed to be performed under this contract by the Contractor or its employees shall not be subcontracted without prior written approval of the Agency's Contract Administrator/Project Designer. Acceptance of an offeror's proposal shall include any subcontractor(s) specified therein.
6. **PERFORMANCE AND DEFAULT:** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this agreement, the Agency shall thereupon have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of the Agency, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined.
In case of default by the Contractor, the State may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The State reserves the right to require performance bond or other acceptable alternative guarantees from successful offeror without expense to the State.

Upon the entering of a judgment of bankruptcy of insolvency by or against the Contractor, the Agency may terminate this contract for cause.

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

7. **TERMINATION:** The Agency may terminate this agreement at any time by 15 days notice in writing from the Agency to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Agency, become its property. If the contract is terminated by the Agency as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made.
8. **AVAILABILITY OF FUNDS:** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the Agency for the purpose set forth in this agreement.
9. **CONFIDENTIALITY:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Agency.
10. **CARE OF PROPERTY:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished it for use in connection with the performance of this contract or purchased by it for this contract and will reimburse the State for loss of damage of such property.
11. **COPYRIGHT:** No deliverable items produced in whole or in part under this agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
12. **ACCESS TO PERSONS AND RECORDS:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. The Contractor shall retain all records for a period of three years following completion of the contract.
13. **ASSIGNMENT:** No assignment of the Contractor's obligations nor the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority , the State may:
 - a. Forward the contractor's payment check(s) directly to any person or entity designated by the Contractor, or

b. Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s). In no event shall such approval and action obligate the State to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

14. **COMPLIANCE WITH LAWS:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements (permits) that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
15. **AFFIRMATIVE ACTION:** The Contractor shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.
16. **INSURANCE:** During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:
 - a. Worker's Compensation - The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is subcontracted, the contractor shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.
 - b. Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$2,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability).
 - c. Automobile - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$100,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

The Contractor shall furnish a Certificate of Insurance as proof of the above coverages. Certificate will contain provision that the insurance coverages cannot be canceled, reduced in amount or coverage eliminated without 30 days written notice to the Buncombe County Board of Education. Owner's Protective insurance must list the Buncombe County Board of Education as a "Named Insured" as it's interest may appear. Owner's approval of Certificate of Insurance does not decrease or relieve the contractor's responsibility for maintaining insurance coverage as required in this Request for Proposal.

17. **ADVERTISING:** Contractor agrees not to use the existence of this contract, the name of the agency, or the name of the State of North Carolina as part of any commercial advertising.
18. **ENTIRE AGREEMENT:** This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Request for Proposals, any addenda thereto, and the offeror's proposal are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
19. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by the Agency and the Contractor.
20. **TAXES:** G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.

21. **GENERAL INDEMNITY:** The contractor shall hold and save the State/Buncombe County Schools, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses, with the exception of consequential damages, accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the contractor provided that the contractor is notified in writing within 30 days that the State/Buncombe County Schools has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of contractor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

CONTRACTOR'S SALES TAX REPORT
NC State and Local Sales Taxes Paid

Buncombe County Schools

CONTRACTOR: _____ PO#/RFP# _____

Address: _____ For Period: _____

Invoice Date	Invoice #	Type of Property	NC Tax 4.75%	County Tax 2.25%	Name of County
		TOTAL	\$	\$	

I certify that the above figures do not include any tax paid on supplies, tools and equipment which were used to perform this contract and only includes those building materials, supplies, fixtures and equipment which actually became a part of or annexed to the building or structure. I certify that, to the best of my knowledge, the information provided here is true, correct, and complete.

Sworn to and subscribed before me,

This the _____ day of
_____, 20____

Signed

Notary Public

My Commission
Expires: _____

Print or Type Name of Above & Title

Seal

NOTE:
This certified statement may be subject to audit.

The North Carolina General Assembly has amended the Statute to provide refunds of sales and use tax to local school units in accordance with the provisions of G.S. 105-164. 14(c) effective with tax paid on or after July 1, 1998.

These refunds are to include the "sales and use taxes paid by contractors on building materials, supplies, fixtures and equipment that become a part of or annexed to a building or structure that is owned or leased by the governmental entity and is being erected, altered or repaired for use by the governmental entity (G.S. 105-164.14)."

Sales and Use Tax Technical Bulletin Section 18-2F specifies: "To substantiate a refund claim for sales or use taxes paid on purchases of building materials, supplies, fixtures and equipment by its contractor, the claimant must secure from such contractor certified statements setting forth all of the following information:

- a. the date the property was purchased;
- b. the type of property purchased;
- c. the project for which the property was used;
- d. if the property was purchased in this State, the county in which it was purchased;
- e. if the property was not purchased in this State, the county in which the property was used; and
- f. the amount of sales and use taxes paid.

In the event the contractor makes several purchases from the same vendor, such certified statement must indicate the invoice numbers, the inclusive dates of the invoices, the total amount of the invoices and the State and local sales and use taxes paid thereon. Such statement must also include the cost of any tangible personal property withdrawn from the contractor's warehouse stock and the amount of sales and use tax paid thereon by the contractor. Similar certified statements by his subcontractors must be obtained by the general contractor and furnished to the claimant. Any local sales or use taxes must be shown separately from the State sales or use taxes. The contractor's statements must not contain sales or use taxes paid on purchases of tangible personal property purchased by such contractors for use in performing the contract which does not annex to, affix to or in some manner become a part of the building or structure that is owned or leased by a governmental agency and is being erected, altered or repaired for use by a governmental entity as defined by G.S. 105-164.14(c). Examples of property on which sales or use tax has been paid by the contractor and which shall not be included in the contractor's statement are scaffolding, forms for concrete, fuel for the operation of machinery and equipment, tools, repair parts and equipment rentals.

Please read entire specification package. You will be held accountable for all information. NO payment shall be made if specifications are not followed.

Scope: Work shall consist of furnishing all labor, materials, equipment and services, incidental for the completion of work as described herein. All items not specifically mentioned in the specifications, but which obviously are required to make the job complete, shall be included automatically.

Project Description: The work consists of Metal Roof Retrofit at Charles D. Owen Middle School on Roof Areas A2-A7 as specified.

Qualifications: All Bidders must have proper licenses' for contractors as required by North Carolina State Law. Metal roof panels and metal retrofit framing shall not be subcontracted. Installer of metal roof panels and metal retrofit framing shall be the prime contractor. Prime Contractor s must have General Construction license or Specialty Roofing and Specialty Steel Erection License in order to comply with State Law for proper licensure for the work specified.

Contractor's Responsibility: The Contractor shall be responsible for the construction site during the performance of the work. The Contractor shall be responsible for any and all damages to persons and property during the performance of the work and shall further provide all necessary safety measures and shall fully comply with all federal state and local laws, building rules, rules and regulations to prevent accidents or injury to persons or property on or about the location of the work site. This is to include OSHA 1910, General Construction, or those regulations mandated by these specifications. Special attention will be made to proper barricading of the work areas due to the work progressing within an actively operating office atmosphere.

Safety Regulations: The Contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926, published in Volume 39, Number 122, Part II, June 24, 1974 Federal Register) which is hereby incorporated in these specifications.

Codes: All work shall be done in accordance with the specifications and shall comply with North Carolina Building Code, Underwriters' Rules and Regulations and Federal, State and Local Regulations covering work of this nature. Whenever drawings or specifications are in excess of such laws, codes and regulations, the specifications shall hold. All equipment shall have U. L. labels attached.

Permits: The Contractor must secure all permits required for the job completion, obtain and deliver to Owner, all certification of inspection issued by the authorities having jurisdiction, with Contractor paying cost of same. Permitting is through the Permitting Division of Buncombe County and Western North Carolina (WNC) Regional Air Quality Agency. **All final certificates must be delivered to owner prior to request for final payment.**

Workers on Job: All employees of the Contractor shall, while on Buncombe County Board of Education property, act in a professional and courteous manner. All workers shall be expected to wear long pants and shirts while on Board property. Also, all employees of the Contractor must "sign in" in the main office upon entering the facility and must "sign out" upon leaving the property. Any employee of the Contractor may be told to leave the property by either the Principal or the Assistant Director, if they do not follow the above procedure. The employee shall be replaced with another at no additional cost to the Buncombe County Board of Education.

In accordance with G.S. 14-208.18, all persons who (1) are required to register under the Sex Offender and Public Protection Program AND (2) have been convicted of certain sexually violent offenses or any offense where the victim was under the age of 16 years at the time of the offense are expressly forbidden to knowingly be present on any property owned or operated by the school system, including school buildings, athletic fields,

playgrounds, parking lots, school buses, activity buses or other property of any kind for any reason, including attendance at sporting events or other school related functions, whether before, during or after school hours. It is the responsibility of the contractor or vendor that their employees and sub-contractors are in accordance with G.S. 14-208.18.

E-Verify: Contractor shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of Contractor's knowledge, any subcontractor employed by Contractor as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

Equipment and Tools: The Contractor shall use no equipment or tools that are owned by the Buncombe County Board of Education. Also, no employees of the Buncombe County Board of Education shall be utilized by the Contractor except for opening locked doors and giving directions.

Materials: No materials shall be stored on site and the Buncombe County Board of Education is not responsible for any materials, equipment or tools lost or stolen from the site.

Change in the Work: Changes in the work after execution of the purchase order shall be based upon written agreement by the Owner and the Contractor.

When unforeseen site conditions are identified that require time sensitive changes in the work, the Owner may authorize the Contractor to perform the work, who shall document the time and materials spent to perform the work. The contractor shall provide a lump sum itemized and supported by sufficient substantiating data to permit evaluation, including timesheets, digital photos, material lists and invoices as requested.

For all Change Orders, Overhead, Profit and General Conditions combined, in the total cost to the Owner, shall not exceed the following:

For additive change order work (lump sum):

1. For a Prime Contractor, for any Work performed by its own forces, twenty percent (20%) of the cost.
2. For a Prime Contractor, for Work performed by its subcontractor, ten percent (10%) of the amount due the subcontractor.
3. For each subcontractor included, for any Work performed by the subcontractor's own forces, fifteen percent (15%) of the cost.

Deductive change order work (lump sum)

The Prime Contractor shall include a deduction of at least ten percent (10%) profit. No deduction is required for overhead.

Additive or Deductive Change Order work (unit price)

Overhead, Profit and General Conditions are included in unit prices. Unit Prices are to be added to or deducted from the purchase order as a net amount.

Clean Up: The area of work shall be cleaned daily so that the Buncombe County Board of Education shall not incur any additional costs to make the area suitable for the work process. Also, the Contractor shall utilize no trash receptacles or dumpsters owned by the Buncombe County Board of Education. All trash and removed materials shall be properly disposed of off the property.

Performance of Work: All work shall be performed at the highest level of quality. The Owner shall be responsible for determining the quality of work, and may notify the Contractor of same. **ANY WORK COMPLETED THAT IS NOT SUITABLE TO THE OWNER SHALL BE REPEATED BY THE CONTRACTOR AT NO COST TO THE OWNER.** Any damage to existing area or utilities will be the responsibility of the Contractor. **NO EXCEPTIONS.**

Responsible Bidders: To be considered responsible the lowest bidder for this project must demonstrate or provide the following:

- 1) Contractor's employee who will be on site at all times during construction is certified by the roof manufacturer as required for the specified 20 year warranty.
- 2) Contractor to verify experience with converting from low slope to steep slope roof construction on three projects that most closely reflect the size and complexity of the type of work being requested for the currently proposed project. The similar projects should have been completed within the last five (5) years, at least one of which within the last three (3) years.
- 3) Contractor to be located within 250 miles of the construction site to be able to fulfill the warranty if needed.

Bonds: A bid bond is required from each bidder. The winning bidder will be required to provide a performance and payment bond before the contract is awarded. Bond forms are included with the RFP.

Bidding Instructions: Proposal form must be completed and signed. Bid bond and MBE forms are required. Bidder must use bond forms included in the bid package. Please include bid bond and MBE forms in separate sealed envelope from proposal form.

The Buncombe County Board of Education reserves the right to reject any or all bids
for any or no reason, and to waive informalities.

BID BOND
(ALL BIDDERS MUST TO USE THIS FORM)

Date of Execution
of this Bond: _____

Name and Address of
Principal (Bidder): _____

Name and Address
of Surety: _____

Name and Address
of Obligee: THE BUNCOMBE COUNTY BOARD OF EDUCATION, a body
corporate of the State of North Carolina, 175 Bingham Road,
Asheville, NC 28806.

Amount of Bond: 5% of the maximum potential contract award for all bids submitted.

Bid and Proposal
dated: _____

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL above named and SURETY above named who is duly licensed to act as SURETY in the State of North Carolina, are held and firmly bound unto THE BUNCOMBE COUNTY BOARD OF EDUCATION, a body corporate of the State of North Carolina, as Obligee, in the penal sum of FIVE PERCENT (5%) of the amount bid in the bid and proposal described in lawful money of the United States of America, for the Payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such, that if the Principal shall be awarded the contract for which the bid and proposal above described is submitted and shall execute the contract, give bond for the faithful performance of the contract, and give bond for the payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, within then (10) days after the award of the same to the Principal above named, then this obligation shall be null and void; but the Principal above named fails to so execute such contract and give performance bond and payment bond as required by Section 129 of Chapter 143 of the General Statutes of North Carolina, as amended, and Article 3 of Chapter 44A of the General Statutes of North Carolina, as amended the Surety shall, upon demand, forthwith pay to the Obligee the amount of this bond set forth above.

BB-1

IN WITNESS WHEREOF, the Principal above named and the Surety above named have executed this instrument under their several seals on the date set forth above.

*Principal (Name of individual, individual
and trade name, partnership, corporation or
joint venture)*

WITNESS:

(Proprietorship or Partnership)

BY: _____ (Seal)

TITLE: _____
*(Owner, partner, office held in corporation,
joint venture)*

(Corporate Seal)

ATTEST: (Corporation)

BY: _____

TITLE: _____
(Corporate Secretary or Assistant Secretary only)

WITNESS:

SURETY (Name of Surety Company)

BY: _____
TITLE: _____ Attorney-in-Fact

(Corporate Seal of Surety)

(Address of Attorney-in-Fact)

COUNTERSIGNED:

N.C. Licensed Resident Agent

BB-2

**BUNCOMBE COUNTY BOARD OF EDUCATION
GUIDELINES FOR RECRUITMENT AND SELECTION OF
MINORITY BUSINESS FOR PARTICIPATION IN SCHOOL CONSTRUCTION
CONTRACTS**

In accordance with G.S. 143-128, these guidelines establish goals for minority participation in single-prime and separate-prime school construction contracts. The legislation provides that public bodies shall have a verifiable percentage goal for participation by minority businesses in the total value of work for each project for which a contract or contracts are awarded. These guidelines are published to accomplish that end.

SECTION 1: INTENT AND APPLICATION OF GUIDELINES.

It is the intent of these guidelines that The Buncombe County Board of Education as awarding authority for school construction projects, and the contractors and subcontractors performing the construction contracts awarded, shall cooperate and in - good faith do all things legal, proper and reasonable to achieve the verifiable goal of 10% for participation by minority businesses in each construction project. Nothing contained in these guidelines shall be construed to require awarding authorities to award contracts to or to make purchase of materials or equipment from minority-business contractors who do not submit the lowest responsible bid or bids.

These guidelines shall apply to all contractors for the erection, construction, alteration, or repair of any buildings or other construction projects when the entire cost of such work shall exceed \$100,000.

SECTION 2: DEFINITIONS.

1. Minority - a person who is a citizen or lawful permanent resident of the United States and who is:
 - a. Black, that is, a person having origins in any of the black racial groups in Africa;
 - b. Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race;
 - c. Asian American, that is, a person having origins in any of the original peoples of the Far East, Southeast Asia and Asia, the Indian subcontinent, the Pacific Islands;
 - d. American Indian or Alaskan Native, that is, a person having origins in any of the original peoples of North America; or
 - e. Female.
2. Minority Business - means a business:
 - a. In which at least fifty-one percent (51%) is owned by one or more minority persons, or in the case of a corporation, in which at least fifty-one percent (51 %) of the stock is owned by one or more minority persons; and

- b. Of which the management and daily business operations are controlled by one or more of the minority persons who owns it.
- 3. Owner - The Buncombe County Board of Education.
- 4. Bidder - Any person, firm, partnership, corporation, association, or joint venture seeking to be awarded a public contract or subcontract.
- 5. Contract - A mutually binding legal relationship, or any modification thereof obligating the Contractor to furnish labor, equipment, materials, or services for the erection, construction, alteration, or repair of any buildings or other construction projects and obligating the Owner to pay for them.
- 6. Contractor - Any person, firm, partnership, corporation, association, or joint venture which has contracted with the Owner to perform a Contract to which these guidelines apply.
- 7. Subcontractor - Any person, firm, partnership, corporation, association, or joint venture under contract with a Contractor for supplying materials or labor, equipment, materials, or services. The subcontractor may or may not provide materials in his subcontract. Work subcontracted in an emergency and which could not have been anticipated is excluded as part of this program.
- 8. Verifiable goal means:
 - a. For purpose of separate-prime contract system, that the Owner has adopted written guidelines specifying the actions that will be taken to ensure a good faith effort in the recruitment and selection of minority businesses for participation in contracts awarded; and
 - b. For purposes of single-prime contract system, that the Owner has adopted written guidelines specifying the actions that the prime contractor must take to ensure good faith effort in the recruitment and selection of minority businesses for participation in contracts awarded; the required actions must be documented in writing by the contractor to the Owner.

SECTION 3: RESPONSIBILITIES.

- 1. Minority Business Development Agency of the Small Business Development Division, North Carolina Department of Economic & Community Development (hereafter referred to as Minority Business Development Agency). The Minority Business Development Agency will establish a program in which it will certify to interested persons businesses which qualify as Minority Business Enterprises (MBE). The Minority Business Development Agency will be responsible for the following:

- a. Determine MBE certification, ie. that those certified are MBEs under GS 143-128 as a contractor and/or subcontractor.
- b. Identify those areas of work for which there are certified MBEs, as requested.
- c. Provide interested parties with a list of prospective certified MBE contractors and subcontractors.
- d. Assist in the determination of technical assistance in the certification program that needs to be provided.

In addition to being responsible for the participation of those small and emerging business that want to participate in the construction program, the Minority Business Development Agency will:

- 1) Maintain a current list of certified MBEs. The list shall include the areas of work in which each MBE is interested.
 - 2) From information furnished by the Owner publicize the contracting and subcontracting opportunities available for each construction project being advertised.
 - 3) Work with the North Carolina Association of Minority Businesses and the Carolinas Branch of the Association of General Contractors in developing and implementing a certification program intended to improve the ability of MBEs to compete in this program.
2. Owner/Buncombe County Board of Education: Under the single-prime contract system and the separate-prime contract system, the Owner will be responsible for,,_ the following:
- a. For contracts in excess of \$500,000 in estimated costs, furnish to the Minority Business Development Agency, the Asheville-Buncombe Community Relations Council, and YMI, Inc., of Asheville a minimum of twenty-one (21) days prior to the bid opening the following:
 1. Project description and location;
 2. Locations where bidding documents may be reviewed;
 3. Name of representative of the Owner who can be contracted during the advertising period to advertise who the prospective bidders are;
 4. Date, time, and location of the bid opening; and
 5. Date, time, and location of pre-bid conference, if scheduled.
- The twenty-one (21) day advance time period may be reduced to ten (10) days for contracts in the range of \$100,000 to \$500,000 in estimated cost.
- b. The Owner Will request that the Minority Business Development Agency, the Asheville-Buncombe Community Relations Council, and YMI, Inc. notify MBEs of construction projects.

- c. The pre-bid conference, if scheduled, conducted by the representative of the Owner, will be open to all known and anticipated prime contracts, subcontractors, material suppliers, and other bidders. During the conference, this program, including the bidders' responsibilities, will be fully explained.
- d. The Owner will be responsible for reviewing the spent low bidders compliance with the items listed in the proposal that must be complied with if the bid is to be considered responsive and responsible. The Owner reserves the right to reject any and all bids and to waive informalities.
- e. Attend the scheduled prebid conference.
- f. Identify or determine the work areas of a contract where MBEs may have an interest in performing contract work.
- g. At least ten (10) days prior to the scheduled day of bid opening, the Owner will notified certified MBEs in the area of the project of potential contracting opportunities listed in the proposal. The notification will include the following:
 - 1. A description of the work for which the bid is being solicited.
 - 2. The date, time, and location where bids are to be submitted.
 - 3. The name of a representative of the Owner who will be available to answer questions about the Project.
 - 4. Where bid documents may be received.
 - 5. Any special requirements that may exist, such as insurance, licenses, bonds and financial arrangements.

If there are more than three certified MBEs in the area of the Project, the Owner shall notify three, but may contact more, if the Owner so desires.

- h. Maintain documentation of any contacts, correspondence, or conversations with MBE firms made in an attempt to meet the goals.

3. Prime Contractor(s)

Under the single prime contract system the prime contractor will:

- a. Attend the scheduled pre-bid conference.
- b. Identify or determine those work areas of a subcontract where MBEs may have an interest in performing subcontract work.

- c. At least ten (10) days prior to the schedule day of bid opening, notify certified MBEs of potential subcontracting opportunities listed in the proposal. The notification will include the following:
 - 1) A description of the work for which the subbid is being solicited.
 - 2) The date, time, and location where subbids are to be submitted.
 - 3) The name of the individual within the company who will be available to answer questions about the project.
 - 4) Where bid documents may be reviewed.
 - 5) Any special requirements that may exist, such as insurance, licenses, bonds, and financial arrangements.

If there are more than three (3) certified MBEs in the area of the project, the contractors shall notify three (3), but may contact more, if the contractors so desires.

- d. During the bidding process, comply with the Owner's requirements listed in the contract documents for minority participation.
- e. Submit with the bid a description of that portion of the work to be executed by MBEs expressed as a percentage of the total contract price.
- f. Upon being named the apparent low bidder, provide the necessary documentation as listed in the contract documents provided by the Owner. Failure to comply with procedural requirements as defined in contract documents may render the bid as nonresponsive and may result in rejection of the bid and award to the next lowest responsible and responsive bidder.
- g. During the construction of a project, if it becomes necessary to replace an MBE subcontractor, advise the Owner.
- h. If during the construction of a project additional subcontracting opportunities become available, make a good faith effort to solicit bids from MBES.

4. MBE Responsibilities:

While MBE's are not required to become certified in order to participate in this program, it is recommended that they become certified and should take advantage of the appropriate technical assistance that is made available. In addition, MBE's who are contacted by the Owner or bidders should respond promptly whether or not they wish to submit a bid.

SECTION 4: DISPUTE PROCEDURES.

It is the policy of the Buncombe County Board of Education that disputes with another person that involve a person's rights, duties, or privileges, should be settled through informal procedures. To that end, MBE disputes arising under these guidelines should be resolved, if possible, by informal proceedings arranged by the Superintendent or his designee.

SECTION 5: EFFECTIVE DATE

These guidelines are effective on December 15, 1989.

Copies of these guidelines may be obtained from the Office of the Superintendent at 175 Bingham Road, Asheville, North Carolina, NC 28806; telephone number 828-255-5916.

SECTION 6: GUIDELINES AND COMPLIANCE DOCUMENTATION TO BE PART OF CONTRACT DOCUMENTS.

These guidelines will be included in the contract to each construction bid package and provisions for documenting contractual compliance in providing for MBE participation in the construction program %, Will be included in each construction bid package

ADDITION TO SUPPLEMENTARY GENERAL CONDITIONS

APPLICATION:

The requirements of the Buncombe County Board of Education Guidelines for Recruitment and Selection of Minority Businesses for Participation in School Construction Contracts are hereby made a part of these contract documents. These requirements shall apply to all contractors regardless of ownership. A copy of the Buncombe County Board of Education Guidelines for Recruitment and Selection of Minority Businesses for Participation in School Construction Contracts is attached.

MBE SUBCONTRACT GOALS:

The goals for participation by Minority firms as subcontractors on this project have been set by the Buncombe County Board of Education (hereinafter Board) at 10%.

The bidder must identify on MBE Form 1, the businesses that will be utilized on the project with corresponding total dollar value of the bid and affidavit (Affidavit A) listing good faith efforts or affidavit (Affidavit B) of self-performance of work, if bidder will perform work under contract by its own workforce, as required by G.S. 143-128.2(c) and G.S. 143-128.2(f).

The lowest responsible, responsive bidder must provide Affidavit C, that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the applicable goal.

OR

Provide Affidavit C, that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, **with documentation of Good Faith Effort, if the percentage is not equal to the applicable goal.**

OR

Provide Affidavit B, which includes sufficient information for the State to determine that the bidder does not customarily subcontract work on this type project.

The above information must be provided as required. Failure to provide this evidence may result in rejection of the bid and award to the next low bidder.

MINIMUM COMPLIANCE REQUIREMENTS:

If the MBE subcontract goals are not achieved, the Bidder shall provide the following documentation to the Board.

1. MBE Utilization Commitment (MBE Form 1) with the bid.

2. Documentation of the Bidder's good faith efforts to meet the goals set forth in these provisions (upon request prior to award). This documentation shall include the following evidence:
 - A. Copies of solicitations for quotes to at least three (3) MBE firms from the source list provided by the Minority -Business Development Agency of the Small Business Development Division, North Carolina Department of Economic & Community Development (hereinafter Minority Business Development Agency) for each subcontract to be let under this contract (if 3 or More firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
 - B. Copies of quotes or responses received from each firm responding to the solicitation.
 - C. A telephone log of follow-up calls to each firm sent a solicitation.
 - D. For subcontracts where an MBE firm is not considered to be the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
 - E. Documentation of any contacts, correspondence or conversation with MBE firms made in an attempt to meet the goals.

Note: If the Bidder provides sufficient evidence (listed in #1) that the goals stated in the contract documents have been met, or awards all subcontracts to MBE'S, the documentation listed in #2 will not be required.

Upon being named apparent low bidder, the Bidder shall provide a Letter of Intent (MBE) Form 3), complete with a description of the scope of services and dollar value from each MBE firm proposed for use in this contract. Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder. The Board reserves the right to waive any irregularities in MBE documentation if they can be resolved prior to award of the contract, and the Board finds it to be in its best interest to do so and award the contract.

SUBCONTRACTOR PAYMENT REQUIREMENTS:

North Carolina General Statute 143-134. 1, states that the percentage of retainage on payment made by the prime contractor to the subcontractor shall not exceed the percentage of retainage on payments made by the Board to the prime contractor. Failure to comply with this provision shall be considered a breach of the contract, and the contract may be terminated in accordance with the termination provisions of the contract.

The Contractor shall provide an itemized statement of payments to each MBE subcontractor with each request for payment or before final payment is processed.

PROGRAM COMPLIANCE REQUIREMENTS:

All written statements, certification or intentions made by the Bidder shall become a part of the agreement between the Contractor and the Board for performance of this contract. Failure to comply with any of these states, certifications, or intentions, or with the MBE Guidelines shall constitute a breach of the contract. A finding by the Board that any information submitted either prior to award of the contract or during the performance of the contract is inaccurate, false or incomplete, shall also constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the Board whether to terminate the contract for breach.

In determining whether a contractor has made good faith efforts, the Board will evaluate all efforts made by the Contractor and will determine compliance in regard to quantity, intensity, and results of these efforts. The Board may take into account any or all of the following:

1. Whether the Bidder attended any prebid meetings that were scheduled by the Board;
2. Whether the Bidder advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities;
3. Whether the Bidder provided written notice to a minimum of three MBE's for each portion of the work subcontract, that their interest in the contract was being solicited in sufficient time to allow the MBE's to participate effectively;
4. Whether the Bidder followed up initial solicitations of interest by contacting MBE's to determine with certainty whether the MBE's were interested;
5. Whether the Bidder selected portions of the work to be performed by MBE's in order to increase the likelihood of meeting MBE goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate MBE participation);
6. Whether the Bidder provided interested MBE's with adequate information about the plans, specifications and requirements of the contract;
7. Whether the Bidder negotiated in good faith with interested MBE's not rejecting MBE's as unqualified without sound reasons based on a thorough investigation of their capabilities.

FORM 1

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

Identification of Minority Business Participation

I, _____,
(Name of Bidder)

do hereby certify that on this project, we will use the following minority business enterprises as construction subcontractors, vendors, suppliers or providers of professional services.

[illegible]

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

The total value of minority business contracting will be (\$)_____.

State of North Carolina AFFIDAVIT A – Listing of the Good Faith Effort

County of _____

(Name of Bidder)

Affidavit of _____

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative code 30 1.0101)

- ☐ **1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☐ **2 – (10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- ☐ **3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☐ **4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- ☐ **5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- ☐ **6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☐ **7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- ☐ **8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ☐ **9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☐ **10 – (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

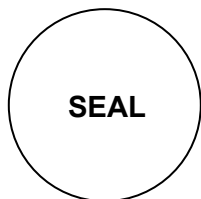
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d). Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20 ____

Notary Public _____

My commission expires _____

Section 000003

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

**State of North Carolina --AFFIDAVIT B - Intent to Perform Contract
with Own Workforce.**

County of _____

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____
_____ contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

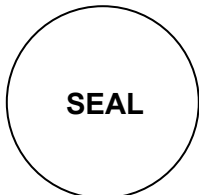
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____
Subscribed and sworn to before me this _____ day of _____ 20 ____
Notary Public _____
My commission expires _____

State of North Carolina - AFFIDAVIT C - Portion of the Work to be Performed by Minority Firms

County of _____

(Note: this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the portion of the work to be executed by minority businesses as defined in GS143-128.2(g) is equal to or greater than 10% of the bidders total contract price then the bidder must complete this affidavit.

This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **72 hours** after notification of being low bidder.

Affidavit of _____ I do hereby certify that on the _____
(Name of Bidder)

(Project Name)

Project ID# _____ Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below.

Attach additional sheets if required

Name and Phone Number	*Minority Category	Work description	Dollar Value

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**), American Indian (**I**), Female (**F**), Socially and Economically Disadvantaged (**D**)

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20 _____

Notary Public _____

My commission expires _____

State of North Carolina AFFIDAVIT D – Good Faith Efforts

County of _____

(Note: this form is to be submitted only by the apparent lowest responsible, responsive bidder.)If the goal of 10% participation by minority business **is not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts:Affidavit of _____ I do hereby certify that on the
(Name of Bidder)_____
(Project Name)

Project ID# _____ Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. (Attach additional sheets if required.)

Name and Phone Number	*Minority Category	Work description	Dollar Value

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**), American Indian (**I**), Female (**F**), Socially and Economically Disadvantaged (**D**)

Examples of documentation include, but are not limited to, the following evidence:

- A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- F. Copy of pre-bid roster.
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- H. Letter detailing reasons for rejection of minority business due to lack of qualification.
- I. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

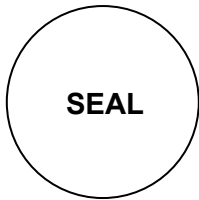
Section 000003

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20 _____

Notary Public _____

My commission expires _____

APPENDIX E

MBE DOCUMENTATION FOR CONTRACT PAYMENTS

Prime Contractor/Architect: _____

Address & Phone: _____

Project Name: _____

SCO Project ID: _____

Pay Application #: _____ Period: _____

The following is a list of payments made to Minority Business Enterprises on this project for the above-mentioned period.

MBE FIRM NAME	* TYPE OF MBE	AMOUNT PAID THIS MONTH (With This Pay App)	TOTAL PAYMENTS TO DATE	TOTAL AMOUNT COMMITTED

*Minority categories: Black (B), Hispanic (H), Asian American (AA), American Indian (AI), White Female (WF), Socially and Economically Disadvantaged (SED), Disabled (D)

Approved/Certified By: _____

Name _____

Title _____

Date _____

Signature _____

SUBMIT WITH EACH PAY REQUEST - FINAL PAYMENT - FINAL REPORT

SECTION 07 01 50

PREPARATION FOR REROOFING (REVISION NO. 1)

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preparatory work to be completed prior to roof installation including the following:
 - 1. Soil pipe extensions.
 - 2. Raising of mechanical units/HVAC units to meet the required minimum flashing height.
 - 3. Unit Price No. 1: Replacement of wet or deteriorated wood fiber insulation and provide EPDM roof membrane patch over replacement area.

1.02 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Specification Sections, apply to this Section, including but not limited to:
 - 1. Roof Retrofit Framing Section 05 54 20
 - 2. Metal Roof Panels Section 07 41 13
 - 3. Metal Wall-Soffit Panels Section 07 42 13

1.03 DEFINITIONS

- A. Removal: Remove and legally dispose of items except those indicated to be reinstalled, salvaged, or to remain property of the Owner.
- B. Existing to remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Engineer, items may be removed to a suitable, protected storage location during selective demolition and then cleaned and reinstalled in their original locations.
- C. Material ownership: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain the Owner's property, demolished materials shall become the Contractor's property and shall be removed from the site.

1.04 EXISTING ROOF ASSEMBLIES*

- A. Areas A2, A3, A4 and A5
 - 1. EPDM Roof Membrane
 - 2. ½" Wood Fiber Board (mechanically attached to gypsum roof deck)
 - 3. 6-mil Polyethylene Sheeting (observed at random locations during core cuts)
 - 4. Aggregate Surfacing
 - 5. Built-up Asphalt Roof Membrane
 - 6. Base Sheet
 - 7. 2" Gypsum Fill Roof Deck
 - 8. ½" Gypsum Form Board
 - 9. Metal Bar Joists
- B. Area A6

1. EPDM Roof Membrane
2. 1/2" Wood Fiber Board (mechanically attached to gypsum roof deck)
3. 6-mil Polyethylene Sheeting
4. Aggregate Surfacing
5. Built-up Asphalt Roof Membrane
6. Base Sheet
7. 2-1/2" Lightweight Insulation Concrete Cover over various thickness tapered expanded polystyrene insulation
8. 7/8" Steel Form Deck
9. Metal Bar Joists

C. Area A7

1. EPDM Roof Membrane (mechanically attached)
2. 4" polyisocyanurate insulation
3. Steel deck

*Roof system composition is based on random sampling. Contractor is responsible for verification of roof system composition.

1.05 SUBMITTALS

- A. Refer to Section 01 33 00-Submittal Procedures for Submittals.
- B. Manufacturer's Product Data Sheets for all materials specified certifying material complies with this specification.

1.06 QUALITY ASSURANCE

- A. Qualifications: Previous experience installing metal retrofit roof framing systems over existing low slope roofing systems.
- B. Requirements: Contractor to comply with governing EPA regulations and hauling/disposal regulations of authorities having jurisdiction.

1.07 SCHEDULING

- A. Conduct installation and/or demolition so that Owners operations will not be disrupted. Provide 72 hours notification to Owner of activities that will affect Owner's operations.

1.08 WARRANTIES

- A. Any damage to existing items under warranty shall be repaired/replaced with materials acceptable to the Warrantor.

PART 2 PRODUCTS

2.01 ROOF REPAIR MATERIALS

- A. EPDM Membrane: Refer to Section 07 53 23.
- B. Wood Fiber: Shall high density, moisture resistant, non-structural, non-load bearing wood fiber material with treated top surface, and tested in accordance with ASTM C 208 and ASTM C209. Board Size shall be 4' by 4' and thickness shall be 1/2".

PART 3 EXECUTION

3.01 EXAMINATION

- A. Survey existing conditions to determine extent of installation.
- B. Record the conditions of items to be removed/reinstalled and items to be removed/salvaged.
- C. Contractor shall not remove any element that may result in structural deficiency or collapse of any part of the structure or adjacent structures during demolition.
- D. Contractor to inspect substrate for soundness and notify Engineer in writing of any deficiencies. Commencement of work signifies Contractor's acceptance of site conditions.

3.02 UTILITIES/SERVICES

- A. Maintain existing utilities that are to remain in service and protect them against damage during construction unless otherwise authorized in writing by the Owner and authorities having jurisdiction.
 - 1. If utilities serving occupied portions of the site must be shut down, temporary services shall be provided.
 - 2. Provide 72 hours notice to Owner if shut down is required.
 - 3. Where services are to be removed, relocated or abandoned, provide necessary bypass connections to remaining occupied buildings and areas.

3.03 PREPARATION

- A. Do not begin installation until utilities have been disconnected/sealed if required, and have been verified as such in writing.
- B. Do not close off or obstruct streets, walks or other adjacent occupied facilities without permission from Owner and authorities having jurisdiction.
- C. Provide safe conditions for pedestrians. Erect temporary protection such as walkways, fences, railings and canopies as required by OSHA and other governing authorities.
- D. Provide protection for adjacent building, appurtenances and landscaping to remain. Erect temporary fencing around trees to remain.
- E. Provide temporary weather protection as required to prevent water leakage and damage to exterior or interior of adjacent structures.

3.04 POLLUTION CONTROLS

- A. Use water, mist, temporary enclosures and other suitable methods to limit the spread of dust and dirt. Comply with local EPA regulations. Do not use water where damage may occur or where hazardous conditions would be created such as ice or flooding.

3.05 REMOVALS

- A. Demolish and remove existing construction only to the extent required by new construction.

- B. Remove or correct any obstruction which might interfere with the proper application of new materials.
- C. Lift or remove all existing equipment so that existing flashings can be totally removed and new flashings installed if required.
- D. Remove debris from existing materials to provide clean, dry substrate.
- E. Remove and transport debris in a manner that will prevent damage/spills to adjacent buildings and areas.
- F. Transport demolished materials off-site and dispose of materials in a legal manner.
- G. Perform progress inspections to detect hazards resulting from demolition activities.

3.06 FLASHING HEIGHTS

- A. Permanently raise roof top equipment as required to achieve 8" minimum flashing height.
- B. Extend all existing sanitary vents to height required by the applicable Plumbing Code, but no less than 8 inches and no more than 12 inches above the finished roof system.

3.07 CLEANING

- A. Inspect the site daily and clean up debris and hazards at the end of each day. Adjacent roads, drives and walkways shall remain in operation and free from construction materials debris.
- B. Clean adjacent structures of dust dirt and debris. Return adjacent areas to original conditions to the satisfaction of the Owner.

END OF SECTION 07 01 50

SECTION 07 62 00

SHEET METAL FLASHING AND TRIM (REVISION NO. 1)

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Fabrication and installation of new sheet metal flashings and trim to provide a permanently watertight condition.

1.02 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Specification Sections, apply to this Section, including but not limited to:
 - 1. Metal Roof Panels Section 07 41 13
 - 2. Metal Wall/Soffit Panels Section 07 42 13
 - 3. Thermoplastic Polyolefin Roofing Section 07 54 23

1.03 REFERENCES

- A. Refer to the following references for specification compliance:
 - 1. NC State Building Code
 - 2. American Society for Testing and Materials (ASTM)
 - 3. National Roofing Contractors Association (NRCA)
 - 4. Sheet Metal and Air Conditioning Contractors National Association (SMACNA)
 - 5. ANSI/SPRI ES-1

1.04 SUBMITTALS

- A. Latest edition of the Manufacturer's current material specifications and installation instructions.
- B. Manufacturer's Product Data Sheets for all materials specified.
- C. Pre-finished sheet metal color chart.
- D. Shop Drawings for any transitions and/or terminations not depicted in Contract Drawings.

1.05 QUALITY ASSURANCE

- A. Installation shall comply with the current SMACNA Architectural Sheet Metal Manual.
- B. Fabricate metal edge (where no gutter is present) and coping in accordance with ANSI/SPRI ES-1 requirements.
- C. Workmanship shall be first-class in every respect. The various sections shall be uniform with joints at corners and angles mitered and the different sections accurately fitted and rigidly secured. Completed work will be free of leaks under all weather conditions.

1.06 DELIVERY, STORAGE AND HANDLING

- A. Delivery: Deliver materials in the manufacturer's original sealed and labeled containers and in quantities required to allow continuity of application.
- B. Storage: Store materials within areas designated or approved by the Owner. Ensure materials remain dry, covered and not in contact with the ground.
- C. Handling: Handle material in such manner as to preclude damage and contamination with moisture or foreign matter.

1.07 PROJECT CONDITIONS

- A. Environmental: Protect building and its components from the elements at all times during the project.
- B. Coordination and Scheduling: Coordinate all phases of work to allow continuity of work without delays.

1.08 WARRANTY

- A. Manufacturer's Finish Warranty: Shall be same as and provided under metal roof panel warranty.

PART 2 PRODUCTS

2.01 PRE-FINISHED GALVALUME

- A. Shall be same as metal roof panels specified in Section 07 41 13-Metal Roof Panels.
 - 1. 24 gauge
 - a. Gutter
 - b. Downspouts
 - c. Eave Closure
 - d. Expansion Joint Cover
 - e. Expansion Joint Cleat
 - f. Rake Flashing
 - g. Wall Panel Sill
 - h. Wall/Soffit Panel Closures
 - i. Ridge Zee
 - j. Ridge Cap

2.02 GALVALUME STEEL

- A. AZ50 Galvalume coated steel, meeting ASTM A792-83-AZ50, mill finish.
 - 1. 22 gauge:
 - a. Continuous Cleat
 - 2. 16 gauge:
 - a. Gutter Top Hanger
 - 3. 12 gauge:

- a. Gutter Bottom Hanger
- 4. Downspout Hangers: Powder coat to match gutter, or clad in gutter material. If powder coating, form brackets prior to coating.
 - a. 1/16" x 1"

2.03 FASTENERS

- A. Refer to Specification Section 07 41 13-Metal Roof Panels.
- B. Screws: #12 stainless steel, low profile pancake head with length to penetrate substrate a minimum of 1-1/2".

2.04 RELATED MATERIALS

- A. Sealant: Refer to Specification Section 07 41 13-Metal Roof Panels.
- B. Sealant Tape: Refer to Specification Section 07 41 13-Metal Roof Panels.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Coordinate with other work for correct sequencing of items which make up the entire system.
- B. Ensure substrates are installed, secured and modified to accommodate sheet metal flashings.
- C. Deficiencies associated with the sheet metal substrates shall be reported to Engineer before beginning sheet metal work. All such deficiencies shall be corrected before installing sheet metal flashings.

3.02 INSTALLATION

- A. General:
 - 1. All joints to be locked and sealed or soldered.
 - 2. Provide for thermal movement (expansion and contraction) of all exposed sheet metal.
 - 3. Where dissimilar metals contact, galvanic action shall be prevented by means of heavy coat of asphalt paint.
 - 4. Various sheet metal sections shall be uniform with corners, joints and angles mitered, sealed and secured.
 - 5. Exposed edges shall be returned (hemmed); both for strength and appearance, and sheet metal shall be fitted closely and neatly.
 - 6. Provide cleats or stiffeners and other reinforcements to make all sections rigid and substantial.
 - 7. Sheet metal shall be fabricated, supported, cleated, fastened and joined to prevent warping, "oil canning", and buckling.
 - 8. All sheet metal details shall provide for redundancy including but not limited to sheet metal underlayment and/or sealants. This secondary protection shall be installed, sealed, lapped to ensure a redundant layer of protection will shed

- moisture infiltration in the sheet metal fails.
9. Adjoining sheet metal sections shall be end lapped a minimum of 4" and a minimum of two beads of sealant/sealant taped installed in the lap area. Components shall be notched for a tight fit.
- B. Fasteners: Shall be size and type required.
1. All fasteners to be rust resistant and compatible with materials to be joined.
 2. All exposed fasteners shall be stainless steel screws with washers fastened through 5/16" predrilled oversized holes.
 3. All exposed fasteners into concrete or masonry shall be metal based expansion anchor with stainless steel pin with washers fastened through 11/32" predrilled oversized holes.
 4. All exposed fasteners shall have factory painted heads to match the sheet metal color.
 5. Exposed horizontal surface fasteners are not acceptable.
- C. Sheet Metal Laps (General): Unless otherwise indicated provide sheet metal as follows:
1. Fabricate various components as shown in detail drawings in 10' lengths.
 2. Secure as indicated in detail drawings.
 3. Notch and lap ends of adjoining sheet metal sections not less than 4"; apply sealant tape between sections.
 4. Lap miters at corners a minimum of 1 inch and apply sealant between laps. Rivet at 2" on center.
- D. Gutters
1. Fabricate to profile shown in Contract Drawings.
 2. Gutters shall be formed in 10' lengths. Joints in gutters must be lapped a minimum of 1 inch, riveted 1 inch on center. Install sealant tape between gutter sections and sealant at exposed inside edge and on rivets. Lap joints in the direction of water flow if possible.
 3. Provide butt type expansion joints in gutters at spacing appropriate for the type material used to fabricate gutters. Refer to SMACNA Manual Figure 1-7. Maximum length of gutters shall be 50'.
 4. Provide downspout outlets in downspout locations. Refer to SMACNA Manual Figure 1-33B. Gutter outlet tubes to be tabbed a minimum of 1", set in a full bead of sealant and secured to gutter with a minimum of two rivets per tab.
 5. Provide hangers as shown in detail drawings. Spacing shall be 32" on center or every other panel rib on standing seam metal roofs.
 6. Provide hangers as shown in detail drawings. Spacing shall be 32" on center or every other panel rib on standing seam metal roofs and 24" on low slope roofs. Provide a minimum of two fasteners per hanger to secure hanger to standing seam and one fastener to secure hanger to gutter.
 7. Provide two fasteners to secure each lower hanger to gutter.
 8. Hang gutters level.
- E. Downspouts:
1. Fabricate downspouts in 10' lengths. Refer to SMACNA Architectural Sheet Metal Manual Figure 1-32B.
 2. Downspouts shall tie into existing below grade storm drainage system or if no below grade system is applicable downspouts shall kick-out above grade onto

- concrete splash blocks. Fill in soil to provide slope away from building.
3. Each downspout shall be secured to the structure with two-piece hangers spaced no more than 8' apart with a minimum of two hangers per downspout with a hanger located within 12" from bottom. Hangers shall be primed and painted to match downspouts. Refer to SMACNA Architectural Sheet Metal Manual Figure 1-35H.
 4. Downspouts are to be fashioned so as to run back to (at overhangs) and parallel to the facility walls.
 5. Provide discharge elbow at the base of downspout.
 6. Install splash pans on 18" by 30" walk pads where downspouts discharge onto an adjacent roof area. Splash pan shall be fabricated to meet SMACNA Figure 1-36.

F. Rake Edge

1. Fabricate rake edge as shown in detail drawings in 10' lengths. Refer to SMACNA Manual Figure 2-1.
2. Install continuous cleat as indicated in detail drawings fastened to substrate 6" on center. Locate fasteners no greater than 2" from the bottom hem.
3. Lock rake edge onto continuous cleat and secure at 12" on center.
4. Notch and lap ends of adjoining sheet metal sections not less than 4"; apply sealant between sections.
5. Hand tong all of metal edge onto continuous cleat.

G. Expansion Joint

1. Fabricate expansion joint cover and cleat as shown in detail drawing in 10' lengths. Refer to SMACNA Architectural Sheet Metal Manual Figure 5-5A.
2. Install sheet metal underlayment up and over expansion joint.
3. Provide continuous expansion joint cleat fastened to the expansion curb 12" on center.
4. Lock expansion joint cover onto cleat and fasten remaining vertical leg of cover at 12" on center.
5. Notch and lap ends of adjoining sheet metal sections not less than 4"; apply butyl sealant between sections. Laps shall be installed in shingle fashion.

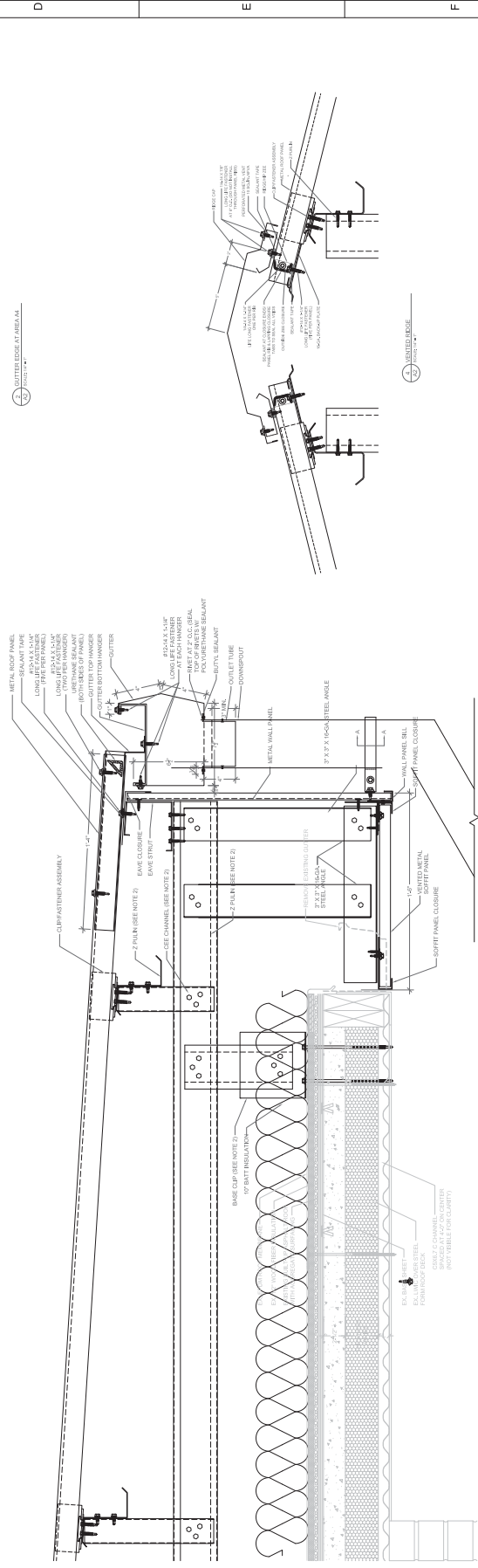
3.03 CLEANING AND PROTECTION

- A. All sheet metal work shall be thoroughly cleaned of all asphalt, flux, scrapes and dust.
- B. Scratches through the metal finish shall be replaced to the Owner's satisfaction.

END OF SECTION 07 62 00



PROJ. NO:	016CLT-203	SHEET NO:	A-2
DATE:	12/06/2016		



PROJ. NO:	016CLT-203	SHEET NO:	A-2
DATE:	12/06/2016		



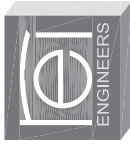
730 OLD US HWY 70
SWANNANOA, NORTH CAROLINA 28778

DETAILS

A-3



12/06/2016



1977 IN. Pave. Pave. Sta. 201,
Charlotte, NC 28202
Roofing, Waterproofing and Bitumen Enclosure
Engineers and Contractors
AN AFFILIATED FIRM OF
NORTH CAROLINA ENGINEERING
FIRM LICENSE NO. C-150



NOTES:
1. DRAWING AND EXISTING EXISTING
LOCATIONS ARE FOR INFORMATION ONLY.
VERIFY ALL INFORMATION PROVIDED.
2. CHANNELS AND SEAM FASTENERS
AND FASTENERS SHALL BE INSTALLED
IN ACCORDANCE WITH THE
METAL ROOF FASTENING MANUFACTURER'S
STRUCTURAL FRAMING ATTACHMENT TO ROOF
3. PROVIDE 1/4" STEEL TRUMP BANDING AT A
MINIMUM OF 12" FROM THE SEAM OF METAL ROOF
AND 1/4" FROM THE SEAM OF METAL ROOF
NOT THRU THE CLIP.
4. ZEE PURLINS BETWEEN PURLIN AND ROOF
PANEL NOT SHOWN ON CLIP.

PROJECT NAME:

BUNCOMBE COUNTY
SCHOOLS

CHARLES D. OWEN
MIDDLE SCHOOL
AREAS A2-A7 METAL
ROOF RETROFIT

730 OLD US HWY 70
SWANNOA, NORTH CAROLINA 28778

THIS LINE IS 1" ON
THE ORIGINAL DRAWING
IF IT IS NOT 1" ON THE PAGE,
SCALE DRAWING ACCORDINGLY.

REVISIONS:

NO.	DATE	DESCRIPTION
1	01/10/17	ISSUED FOR PERMIT

SHEET TITLE

DETAILS

PROJ. NO.:
016CLT-203
SHEET NO.:
A-5
DATE:
12/06/2016

