

STATE OF NORTH CAROLINA/BUNCOMBE COUNTY SCHOOLS REQUEST FOR PROPOSAL

RFP #19-12

PROJECT: 12-Fairview Elementary Re-roofing

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

USING AGENCY: Buncombe County Schools

ISSUE DATE: May 30, 2012

Sealed proposals subject to the conditions made a part hereof will be received until **4:00 p.m., Wednesday, June 20, 2012** for furnishing all labor, materials, equipment, and services incidental and implied, for completion of the project described herein.

PREBID CONFERENCE: Pre-Bid meeting Thursday June 7, 2012, 11:00am in the Main Office of Fairview Elementary located at 1355 Charlotte Highway, Fairview, NC 28730.

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.
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 PAGE MUST BE FULLY EXECUTED AND RETURNED FOR CONSIDERATION OF PROPOSAL)

PROPOSAL FORM

Fairview Elementary Re-roofing

RFP#19-12

DUE DATE: 06-20-12

4:00pm

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 \$ _____

Unit Price #1: Add TEk screws (10 fasteners)

\$ _____ dollars and ____/100 \$ _____

Unit Price #2: Masonry seal (square feet)

\$ _____ dollars and ____/100 \$ _____

Unit Price #3: Control joints (lineal feet)

\$ _____ dollars and ____/100 \$ _____

Drawings & specifications received: _____ Attended prebid conference: _____

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) _____

Bonds are required if any individual location bid is over \$100,000. Forms are included in this bid package.

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 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 its 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: The Work consists of removing the existing ballasted EPDM roof membrane and re-roofing with .060 EPDM approximately 28,000 square feet of roof. There is a lightweight insulating concrete deck. Work will include providing additional insulation, nailers, retrofit drains, supplemental ballast and new ANSI/Spri edge metal within the full system warranty. If work or fumes disturb school functioning, the contractor is to work with the school's schedule at the discretion of the principal. All system elements are to be provided within the 15 year full system 72 mph warrantee.

Work Schedule: Work may be completed on good weather days as defined in the specifications and as coordinated with school testing schedule. **Work schedule begins the date the purchase order is issued** and is to be completed in 90 days.

Qualifications: All bidders must furnish a list of North Carolina Contractor Licenses, which they hold.

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. **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.

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.

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.**

Bonds: Bonds are required if any individual location bid is over \$100,000. Forms are included in this bid package.

Drawings & Plans: Three pages of plans and drawings are attached. Please contact Buncombe County Schools Purchasing at 828-255-5891 if drawings or plans are not attached.

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

(IT IS MANDATORY TO USE THIS FORM-Furnished in duplicate)

Date of Execution
of this Bond: _____

Name and Address of
Principal (Bidder): _____

Name and Address
of Surety: _____

Name and Address
of Oblige: 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 Oblige, 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 Oblige the amount of this bond set forth above.

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:

_____ BY: _____ (Seal)
(Proprietorship or Partnership)

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

(Corporate Seal)

ATTEST: (Corporation)

BY: _____

TITLE: _____
(Corporate Secretary or Assistant Secretary only)

SURETY (Name of Surety Company)

WITNESS:

_____ BY: _____
TITLE: Attorney-in-Fact

(Corporate Seal of Surety)

(Address of Attorney-in-Fact)

COUNTERSIGNED:

N.C. Licensed Resident Agent

BB-2

Supplementary General Requirements: Fairview Elementary Re-roofing

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SECTION 01100 - SUMMARY

PART 1 - GENERAL

1.1 PROJECT INFORMATION

A. Project: 12-Fairview ES Re-roof

1. Project Location: 1355 Charlotte Highway, Fairview, NC 28730

B. Owner: Buncombe County Board of Education (BCS).

C. Architect: Mary Beth Kingston, Assistant Director of Facilities, BCS.

The Work consists of removing the existing ballasted EPDM roof membrane and re-roofing with .060 EPDM approximately 28,000 square feet of roof. There is a lightweight insulating concrete deck. Work will include providing additional insulation, nailers, retrofit drains, supplemental ballast and new ANSI/Spri edge metal within the full system warranty.

Work also includes sealing of masonry above roof level and sealing control joints in walls.

If work or fumes disturb school functioning, the contractor is to work with the school's schedule at the discretion of the principal. All system elements are to be provided within the 15 year full system 72 mph warrantee.

Funding for this project will be fully available on July 1, 2012. Project will be awarded following this date.

1.2 WORK RESTRICTIONS

A. Contractor's Use of Premises: During construction, Contractor will have limited use of building indicated. Contractor's use of premises is limited only by Owner's right to perform work or employ other contractors on portions of Project and as follows:

1. Owner will occupy premises during construction. Perform construction during normal working hours 8 AM to 5 PM Monday thru Friday, other than holidays, unless otherwise agreed to in advance by Owner.
2. Clean up work areas and return to usable condition at the end of each work period. Contractor to coordinate construction with the school's schedule if work noise is disrupting classroom work or student testing is in progress.
3. Limits: Coordinate site access and staging areas at a pre-construction meeting and with the school principal.

B. Tobacco products and firearms are not permitted on any Buncombe County Schools property.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01100

**12-Fairview ES Re-Roofing
SUMMARY**

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SECTION 01200 - PRICE AND PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include taxes, freight and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials under allowance shall be included as part of the Contract Sum and not part of the allowance.

1.2 UNIT PRICES

- A. Unit price is an amount incorporated in the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased. Unit prices are also the basis for quantities described in Allowances portion of the work. Work which requires the use of Unit prices and Allowances is to be installed only after approval by the Owner of the specific use.
- B. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.

1.3 ALTERNATES

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
 - 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 SUBSTITUTION PROCEDURES

- A. Substitutions include changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor after award of the Contract.
 - 1. Submit three copies of each request for product substitution.
 - 2. Submit requests within 10 days after the Notice of Award.
 - 3. Do not submit unapproved substitutions on Shop Drawings or other submittals.
 - 4. Identify product to be replaced and show compliance with requirements for substitutions. Include a detailed comparison of significant qualities of proposed substitution with those of the Work specified, a list of changes needed to other parts of the Work required to accommodate proposed substitution, and any proposed changes in the Contract Sum or the Contract Time should the substitution be accepted.
 - 5. Architect will review the proposed substitution and notify Contractor of its acceptance or rejection.

1.5 CONTRACT MODIFICATION PROCEDURES

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.
- B. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work.
 - 1. Proposal Requests are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within 20 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time.
- C. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.
- D. Architect may issue a Construction Change Directive. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in the Purchase Order.
 - 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- E. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

1.6 PAYMENT PROCEDURES

- A. Application for Payment Forms: Use forms acceptable to Architect and Owner as form for Applications for Payment.
- B. Submit one copy of each application for payment according to the schedule established in Owner/Contractor Agreement.
 - 1. With each Application for Payment, submit sales tax forms.
 - 2. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
 - a. Include warrantees, roof manufacturer's inspections, repair kits, insurance certificates, proof that taxes, fees, and similar obligations were paid, and evidence that claims have been settled.
 - b. Include certificate of completion from local building officials.
 - c. Include final change order with resolution of Allowances.
 - d. Provide repair bag detailed in Section 07530.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALLOWANCES

- A. Allowances scheduled and related costs are included in the base bid and apply to Alternates. Unused Allowances will be credited to the Owner in the amount of the declared Unit Prices in section 01026 or the dollar amount noted in the Allowance:

Allowance #1: In the base bid for 100 additional stainless steel TEk screws for additional securement of existing nailers as noted in the drawings under 1/A501.1.

Allowance #2: In the base bid, clean and masonry seal the Gym and Media center walls above roof along the work area, approximately 1800 square feet. BASF Hydrozo Clear 40 VOC to be applied per manufacturer's instructions by a specialty masonry restoration contractor such as the ones noted below:

Lesco Restorations, Ken Johnson (704) 299-3192
Strickland Waterproofing, Wade Holland (704) 347-1345
Western Waterproofing (800) 542-7220

Allowance #3: In the base bid for removal and replacement of 200 lineal ft control joint sealant including removing existing material, installing new backerrod and Sikaflex Textured polyurethane sealant per manufacturer's recommendations. Installation by a qualified masonry restoration contractor as noted in Allowance #2.

3.2 SCHEDULE OF UNIT PRICES

- A. Unit Price #1: Provide and install 10 additional TEk screws in nailer as noted in the drawings under 1/A501.1.
- B. Unit Price #2: Masonry sealing noted in Allowance #3 by the square foot.
- D. Unit Price #3: Control joint sealant noted in Allowance #4 per lineal foot.

SCHEDULE OF ALTERNATES

- A. No Alternates

END OF SECTION 01200

SECTION 01300 - ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.1 PROJECT MANAGEMENT AND COORDINATION

- A. Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work.

1.2 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 1. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 - 2. Submittal Review time: 7 work days from receipt of submittal by Architect to call to pick up / e-mail of review comments back to contractor.
 - 3. Allow Architect 7 work days to process each resubmittal.
 - 4. Partial or incomplete submittals will be returned to contractor.
 - 5. Submit **three** copies of each submittal. Architect will return **two** copies.
- B. Identify, highlight or circle deviations from the Contract Documents on submittals. A written explanation of any deviation or substitution request is required for consideration by Architect.
- C. Submittals must be accepted in writing prior to commencement of work.

1.3 SCHEDULE OF SUBMITTALS

- A. Prior to issuance of Purchase Order by Buncombe County Schools, Contractor to provide:
 - 1. Copy of Certificate of Insurance.
 - 2. Copy of Performance and Payment Bonds (for projects over \$ 100,000.00).
- B. Prior to commencement of construction, Contractor to provide:
 - 1. Copy of Construction Permits.
 - 2. Copy of sample warranties.
 - 3. Letter describing proposed changes, deviations or substitution request with explanation of why substitutions should be considered.
 - 4. Rough Carpentry.
 - 5. Fastener layout
 - 6. Adhered Thermoplastic Polyolefin Roofing submittals.
 - 7. Sheet Metal Flashing and Trim submittals.
 - 8. Photo or video documentation of existing damaged building components. Lack of submission prior to commencement of work indicates Contractor has discovered

SECTION 01300 - ADMINISTRATIVE REQUIREMENTS

no existing damaged components and assumes responsibility for any damages caused by operations.

9. Complete list of materials with Material Safety Data Sheets.

PART 2 - PRODUCTS

2.1 SUBMITTALS

- A. Product Data: Mark each copy to show applicable products and options. Include the following:
 1. Manufacturer's written recommendations, product specifications, and installation instructions.
 2. Testing by recognized testing agency.
 3. Compliance with specified standards and requirements.
- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data. Include the following:
 1. Dimensions and identification of products.
 2. Fabrication and installation drawings and roughing-in and setting diagrams.
 3. Notation of coordination requirements.
 4. Notation of dimensions established by field measurement.
- C. Samples: Submit Samples for review of kind, color, pattern, and texture and for a comparison of these characteristics between submittal and actual component as delivered and installed. Include name of manufacturer and product name on label.
- D. Qualification Data: Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- E. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- F. Design Data: Provide products and systems complying with specific performance and design criteria indicated.
- G. Manufacturer's Instructions: Provide manufacturer's recommendations, guidelines and procedures for installing products. Include manufacturer's name and contact information.

SECTION 01300 - ADMINISTRATIVE REQUIREMENTS

PART 3 - EXECUTION

3.1 SUBMITTAL REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 01300

SECTION 01400 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Testing and inspecting services shall be performed by independent testing agencies.
- B. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements, comply with the most stringent requirement. Refer uncertainties to Architect for a decision.

1.2 SUBMITTALS

- A. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, notices, receipts for fee payments, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.3 QUALITY ASSURANCE

- A. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum. The actual installation may exceed the minimum within reasonable limits. Indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision.
- B. Testing Agency Qualifications: An independent agency with the experience and capability to conduct testing and inspecting indicated; and where required by authorities having jurisdiction, that is acceptable to authorities.
- C. No later than 10 days prior to the pre-roofing conference, Contractor shall provide the Owner, in writing, the names of the proposed project manager, job superintendent, and foreman for approval. The Owner, without giving cause, may request an additional name, or names to be submitted for approval. Once approved, the superintendent will not be changed except with the consent of the Owner.
- D. Contractor's superintendent shall maintain one complete set of the contractor documents and submittals on the job site.
- E. Installer qualifications:
 - 1. Acceptable contractor to have a minimum of 3 years experience in successfully installing the same or similar materials and be certified by the roofing materials manufacturer to install the primary roofing products.

SECTION 01400 - QUALITY REQUIREMENTS

2. Have a minimum of five years experience in installing roofing systems under the same firm name as submitted in the bid and certified by the manufacturer.
3. All crew members on site to be experienced and have a working knowledge of the system being installed.
4. Contractor shall provide a full time onsite superintendent who meets the following qualifications:
 - a. "Superintendent" is the person on the job site at all times while work is being performed whose primary responsibility is to supervise and direct the performance of the Work.
 - b. Able to demonstrate knowledge of roofing systems being installed.
 - c. In possession of a cell phone at all times.
 - d. Meet Owner approval.
 - e. The superintendent shall have had a minimum of five years continuous experience as a re-roofing job superintendent.

1.4 QUALITY CONTROL

- A. Contractor's Responsibilities:
 1. Repair and protection of work and materials are Contractor's responsibility.
 2. Should any work or materials not conform with requirements of the Specifications or become damaged during the progress of the work, such work or materials shall be removed and replaced, together with any work disarranged by such alterations, at any time before completion and acceptance of the project. All such work shall be done at the expense of the Contractor.
 3. Contractor will coordinate documents with manufacturer and perform such testing, reporting and communication incidental to projections of the warranty procedures.
- B. Manufacturer's Field Services:
 1. Manufacturer's technical representative shall also perform monthly quality assurance visits until Substantial Completion to ensure materials are being properly installed and as required to obtain the specified warranty.
 2. Manufacturer's final inspection shall be performed with BCS personnel in attendance. A minimum of five days' written notice is required.
- C. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- D. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
 1. Promptly notify Architect and Contractor of irregularities or deficiencies in the Work observed during performance of its services.
 2. Do not release, revoke, alter, or increase requirements of the Contract Documents or approve or accept any portion of the Work.
 3. Do not perform any duties of Contractor.

SECTION 01400 - QUALITY REQUIREMENTS

- E. Associated Services: Cooperate with testing agencies and provide reasonable auxiliary services as requested. Provide the following:
 - 1. Access to the Work.
 - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 - 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 - 4. Facilities for storage and field curing of test samples.
 - 5. Security and protection for samples and for testing and inspecting equipment.

- F. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
 - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.

- G. Special Tests and Inspections: Owner will engage a qualified testing agency to conduct special tests and inspections required by authorities having jurisdiction as indicated in Statement of Special Inspections attached to this Section.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01400

SECTION 07530: LOOSE LAID BALLASTED SINGLE PLY ROOFING SYSTEM

PART 1- GENERAL

1.01 DESCRIPTION

- A. The basis for design is Carlisle's Sure-Seal Design "B" Loose Laid Ballasted Roofing System as outlined below: Comparable systems by approved manufacturers are acceptable.
- B. Apply the Ballasted EPDM Roofing System in conjunction with new polyisocyanurate insulation after tear off of the existing EPDM roof to expose the existing lightweight insulating concrete deck and per Summary of Work.

1.02 EXTENT OF WORK

- A. Provide all labor, material, tools, equipment, and supervision necessary to complete the installation of a .060 inch thick non-reinforced EPDM membrane Loose Laid Ballasted Roofing System including flashings and insulation as specified herein and as indicated on the drawings in accordance with the manufacturer's most current specifications and details.
- B. The roofing contractor shall be fully knowledgeable of all requirements of the contract documents and shall make themselves aware of all job site conditions that will affect their work.
- C. The roofing contractor shall confirm all given information and advise the building owner, prior to bid, of any conflicts that will affect their cost proposal.
- D. Any contractor who intends to submit a bid using a roofing system other than the approved manufacturers must submit for pre-qualification in writing ten (10) days prior to the bid date. Any contractor who fails to submit all information as requested will be subject to rejection. Bids stating "as per plans and specs" will be unacceptable.

1.03 SCHEDULE

- A. Work may be completed during school operational hours if it does not interfere with instruction as determined by the school principal.
- B. Completion Date/ Weather days submittal: is 90 days from the date the Purchase Order is issued. The Purchase Order is to be issued within 14 days of receipt of bids.
- C. Weather days: "Adverse weather conditions" shall be defined as "weather extremes" (precipitation, temperature, and/or winds) which could not be anticipated and which prevent the type of construction activity scheduled during the time of adverse weather. Requests for additional time are to be requested with each pay application and will not be considered after that time. Anticipated weather days are as follows:

January 10	April 8	July 11	October 6
February 9	May 9	August 9	November 7
March 11	June 9	September 7	December 9

- D. Proposed production schedule – rain days and days when the ambient temperature is 40 degrees F and rising (unless directed otherwise). Provide documentation of weather days on a weekly basis.

1.04 SUBMITTALS

- A. Prior to starting work, the roofing contractor must submit the following:
 - 1. Shop drawings showing layout, details of construction and identification of materials, including insulation cutsheets and tapered edge strips.
 - 2. Sample of the manufacturer's NDL Full System Warranty.
 - 3. Submit a letter of certification from the manufacturer which certifies the roofing contractor is authorized to install the manufacturer's roofing system and lists foremen who have received training from the manufacturer along with the dates training was received.
 - 4. Submit a letter of certification from the manufacturer stating the size and weight of the required ballast are in accordance with ANSI (American National Standards Institute) ANSI/SPRI RP-4 - 2008 Wind Design Standard for Ballasted Single-Ply Roofing Systems.
 - 5. The roof membrane manufacturer's standard details customized for this project for all relevant conditions, including flashings, base tie-ins, roof edges, terminations, expansion joints, penetrations, and drains.
 - 6. Pre-Installation Notice: Copy to show that manufacturer's required Pre-Installation Notice (PIN) has been accepted and approved by the manufacturer.
- B. Upon completion of the installed work, submit copies of the manufacturer's final inspection to the Architect prior to the issuance of the manufacturer's warrantys.

1.05 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to the job site in the manufacturer's original, unopened containers or wrappings with the manufacturer's name, brand name and installation instructions intact and legible. Deliver in sufficient quantity to permit work to continue without interruption. Materials left over from previous projects is not acceptable.
- B. Comply with the manufacturer's written instructions for proper material storage.
 - 1. Store materials, except membrane, between 60°F and 80°F in dry areas protected from water and direct sunlight. If exposed to lower temperature, restore to 60°F minimum temperature before using.
 - 2. Store materials containing solvents in dry, well ventilated spaces with proper fire and safety precautions. Keep lids on tight. Use before expiration of their shelf life.
- C. Insulation must be on pallets, off the ground and tightly covered with waterproof materials.

- D. Any materials which are found to be damaged shall be removed and replaced at the applicator's expense.

1.06 WORK SEQUENCE

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

1.07 USE OF THE PREMISES

- A. Before beginning work, the roofing contractor must secure approval from the building owner's representative for the following:
 - 1. Areas permitted for personnel parking.
 - 2. Access to the site.
 - 3. Areas permitted for storage of materials and debris.
 - 4. Areas permitted for the location of cranes, hoists and chutes for loading and unloading materials to and from the roof.
- B. Contractor shall not use the owner's restroom or facilities.

1.08 EXISTING CONDITIONS

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

1.09 PRE-CONSTRUCTION CONFERENCE

- A. A pre-bid meeting will be held.
- B. Prior to bid submittal, the roofing contractor should schedule a job site inspection to observe actual conditions and verify all dimensions on the roof. The job site inspection may occur on the day of the pre-bid meeting or prior to such a meeting.
- C. Any conditions which are not shown on Drawings should be indicated on the shop drawings and included with if necessary to clarify any conditions not shown.

1.10 TEMPORARY FACILITIES AND CONTROLS

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

the owner when made available.

3. When available, electrical power should be extended as required from the source. Provide all raceways, connections and fused disconnects at no cost to the owner.
4. Return all utilities to original condition after use.

B. Temporary Sanitary Facilities

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

C. Building Site:

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

D. Security:

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

1.11 JOB SITE PROTECTION

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

- F. Store moisture susceptible materials above ground and protect with waterproof coverings.
- G. Remove all traces of piled bulk materials and return the job site to its original condition upon completion of the work.

1.12 SAFETY

The roofing contractor shall be responsible for all means and methods as they relate to safety and shall comply with all applicable local, state and federal requirements that are safety related. **Safety shall be the responsibility of the roofing contractor.** All related personnel shall be instructed daily to be mindful of the full time requirement to maintain a safe environment for the facility's occupants including staff, visitors, customers and the occurrence of the general public on or near the site.

1.13 WORKMANSHIP

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

1.14 JOB CONDITIONS, CAUTIONS AND WARNINGS

Refer to Carlisle's Design "B" Loose Laid Ballasted Roofing System specification, Part II - Application, for General Job Site Considerations, as the basis for design.

- A. Material Safety Data Sheets (MSDS) must be on location at all times during the transportation, storage and application of materials.
- B. When positioning membrane sheets, exercise care to locate all field splices away from low spots and out of drain sumps. All field splices should be shingled to prevent bucking of water.
- C. When loading materials onto the roof, the Carlisle Authorized Roofing Applicator must comply with the requirements of the building owner to prevent overloading and possible disturbance to the building structure.
- D. Proceed with roofing work only when weather conditions are in compliance with the manufacturer's recommended limitations, and when conditions will permit the work to proceed in accordance with the manufacturer's requirements and recommendations.
- E. Proceed with work so new roofing materials are not subject to construction traffic. When necessary, new roof sections shall be protected and inspected upon completion for possible damage.
- F. Provide protection, such as 3/4 inch thick plywood, for all roof areas exposed to traffic during construction. Plywood must be smooth and free of fasteners and splinters.

- G. The surface on which the insulation or roofing membrane is to be applied shall be clean, smooth, dry, and free of projections or contaminants that would prevent proper application of or be incompatible with the new installation, such as fins, sharp edges, foreign materials, oil and grease.
- H. New roofing shall be complete and weather tight at the end of the work day.
- I. Contaminants such as grease, fats and oils shall not be allowed to come in direct contact with the roofing membrane.

1.15 WARRANTY

- A. Provide manufacturer's 15 year Total System Warranty covering both labor and material with no dollar limitation. The maximum wind speed coverage shall be peak gusts of 72 mph measured at 10 meters above ground level. Certification is required with bid submittal indicating the manufacturer has reviewed and agreed to such wind coverage.
- B. Pro-rated System Warranties shall not be accepted. No dollar limit warranty is required.
- C. Provide contractor's 2 year warranty covering labor and materials to address defects, details of installation, workmanship, water tightness and inspections to determine sources of leaks or concerns.
- D. Provide membrane manufacturer's non-prorated 15 year material warranty against premature deterioration or weathering of the membrane and joints whether or not a leak is detected.
- E. Warrantees to provide for disputes to be settled in the courts of Buncombe County, NC.

PART 2 PRODUCTS

2.01 GENERAL

- A. All components of the specified roofing system shall be products of the approved manufacturer or accepted by the approved manufacturer.
- B. Unless otherwise approved by the specifier and accepted by the membrane manufacturer, all products (including insulation, fasteners, fastening plates and edgings) must be manufactured and supplied by the roofing system manufacturer and covered by the warranty.
- C. Approved manufacturers are Carlisle/Syntec, Versico and Firestone.

2.02 MEMBRANE

Furnish .060 inch thick non-reinforced (Ethylene, Propylene, Diene Terpolymer) in the largest sheet possible. The membrane shall conform to the minimum physical properties of ASTM D4637. EPDM membrane shall have factory applied 6" seam tape.

2.03 INSULATION/UNDERLAYMENT

- A. Cricket insulation shall be polyisocyanurate. Insulation shall be meet ASTM C 1289-06, Type II, Class 1, Grade 2 or 3 with glass fiber reinforced cellulosic mats on top and bottom sides, as required for the manufacturer's 15 year full system warrantee noted above. Provide 25 psi insulation as the top layer.

2.04 ADHESIVES AND CLEANERS

All products shall be furnished by the manufacturer. Carlisle products are the basis of design noted below.

- A. Bonding Adhesive: (Sure-Seal 90-8-30A or B-500 Latex Based)
- B. Splice Tape and Primer: Sure-Seal SecurTAPE and Low VOC EPDM Tape Primer
- C. Cleaning Solvent: Sure-Seal Splice Cleaner or Weathered Membrane Cleaner
- D. Internal seam sealant: Sure-Seal In-Seam Sealant (used with adhesive splices only)
- E. External seam sealant: Sure-Seal Lap Sealant
- F. Sealer: Sure-Seal Pourable Sealer

2.05 FASTENERS AND PLATES: To be used for additional membrane securement (Carlisle products are the basis of design) noted below.

:

- A. **HP Fasteners:** A threaded, black epoxy electro-deposition coated fastener used with steel and wood roof decks.
- B. **CD-10 Fasteners:** A non-threaded, hammer driven fastener used with structural concrete roof decks rated 3,000 psi or greater.
- C. **HD 14-10 Fasteners:** A #14 threaded fastener used for minimum 3,000 psi concrete decks.
- D. **HP Term Bar Nail-Ins:** A 1-1/4" long expansion anchor with a zinc plated steel drive pin used for fastening the Sure-Seal Termination Bar or Seam Fastening Plates to concrete, brick, or block walls.
- E. **Seam Fastening Plates:** A 2 inch diameter FM approved metal plate used in conjunction with RUSS or with EPDM membrane for membrane securement.
- F. **RUSS (Reinforced Universal Securement Strip):** 6 inch wide x 100 foot long strip of reinforced EPDM membrane.

The **6 inch wide RUSS** shall be utilized horizontally or vertically (in conjunction with Seam Fastening Plates) below the EPDM membrane for additional membrane securement.

The **9 inch wide RUSS** shall be utilized in conjunction with metal edgings to allow the continuation of the EPDM deck membrane as flashing in accordance with Carlisle details.

2.06 EPDM COVER STRIP / FLASHING

- A. Pressure Sensitive Cured Cover Strip: 9" wide, nominal 60 mil thick cured EPDM with nominal 30 mil fully cured synthetic rubber pressure-sensitive backing for stripping in horizontal seams.
- B. Pressure Sensitive Elastoform Flashing: 9" wide, nominal 60 mil thick uncured EPDM with nominal 30 mil fully cured synthetic rubber pressure-sensitive backing for use on vertical applications and flashing pipes.

2.07 METAL EDGING AND MEMBRANE TERMINATIONS

- A. ANSI-SPRI tested and approved perimeter edge system included in roof manufacturer's full system warranty in 24 ga. galvalume steel with prefinished Kynar 500 finish. Determine necessary coverage to completely cover nailers and components not intended to be visible.
- B. Metal to meet ES-1 requirements for the following data:
 - Building Height: 13'-0"
 - Exposure: C
 - Importance Classification: 3
 - Basic Wind Speed (MPH): 90
 - Safety Factor: 2
 - Horizontal Pressure: 44 psf
 - Vertical Pressure: 70 psf

2.08 BALLAST

- A. **Rounded Water-Worn Gravel**
 - 1. At field conditions: Reuse existing ballast at field conditions. Gather ballast from inside and outside corners and re-distribute to field.
 - 2. At inside and outside corners: rounded water-worn gravel sized in accordance with #2 ASTM D 448 method of sizing. Coverage rate shall be no less than 1300 pounds per 100 square feet and gravel must be evenly distributed to maintain an average of 13 pounds per square foot. Ref. flash details in construction documents.

2.09 WALKWAYS

Protective surfacing for roof traffic shall be membrane manufacturer's 2'x2' x 2 inch interlocking rubber pavers in locations to be determined. Product shall weigh approx. 6 lbs/sq. ft. and be adhered with "PL Adhesive" in "U" channel per Carlisle detail RP-4.

2.10 OTHER MATERIALS

- A. Sure-Seal HP Protective Mat, or a slip sheet composed of .060 membrane shall be installed under wood pipe supports walkways and other roof features.
- B. Wood Nailers: All wood to be KDAT pressure treated:
 - 1. Wood pressure treatment: Copper Azole Type B pressure-treatment conforming to AWPA Standard UC-2, Interior, subject to dampness.
 - 2. PS 1, APA Exterior Grade plywood; pressure preservative treated.

3. Width: 5-1/2" (90mm), nominal minimum, or as wide as the nailing flange of the roof accessory to be attached to it.
 4. Thickness: Same as thickness of roof insulation.
 5. **18-8 stainless steel fasteners only in pressure treated wood.**
- C. Fire Retardant Treated Materials:
Where fire-retardant-treated materials are indicated, use materials complying with requirements in this article, that are acceptable to authorities having jurisdiction, and with fire-test-response characteristics specified as determined by testing identical products per test method indicated by a qualified testing agency.
- D. Fasteners
Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.
1. Where carpentry is exposed to weather, pressure-preservative treated, fire-retardant treated, or in area of high relative humidity, provide fasteners of Type 304 stainless steel.
 - a. Replacement skylights: Double dome skylights with internal condensing gutter system to fit the existing skylight opening. Skylights are to be provided by roof manufacturer and included in full system warranty. Solar Heat Gain Coefficient (SHGC): .35 max. U-value max. = .60

PART 3 EXECUTION

3.01 GENERAL

- A. Comply with the manufacturer's published instructions for the installation of the membrane roofing system including proper substrate preparation, jobsite considerations and weather restrictions.
- B. Position sheets to accommodate contours of the roof deck and shingle splices to avoid bucking water.
- D. Install 6 x 6 target patches at all "T" joints.

3.02 INSULATION PLACEMENT

- A. Install insulation or membrane underlayment over the substrate with boards butted tightly together with no joints or gaps greater than 1/4 inch. Stagger joints both horizontally and vertically if multiple layers are provided.

3.03 MEMBRANE PLACEMENT

- A. Unroll and position membrane without stretching. Allow the membrane to relax for approximately 1/2 hour prior to splicing.
- B. Install adjoining membrane sheets in the same manner, overlapping edges approximately 6 inches.

- D. Field splices without In-Seam Sealant must be overlaid with uncured flashing.

3.04 MEMBRANE SPLICING (Factory applied seam tape required)

- A. Overlap adjacent sheets and mark a line 1/2 inch out from the top sheet.
- B. Fold the top sheet back and clean the dry splice area minimum 6" wide of membrane sheets with manufacturer's primer.
- C. Remove the release paper and press the sheet onto the tape using hand pressure.
- D. Roll the seam toward the splice edge with a 2 inch wide steel roller.
- E. Install a 6 inch wide section of Pressure-Sensitive Flashing or Elastoform Flashing over all field splice intersections and seal edges of flashing with Lap Sealant. Alternatively field applied seam tape splicing may be done at fieldsplices in lieu of adhesive with cover strip.

3.06 FLASHING

- A. Wall and curb flashing shall be cured EPDM membrane. Continue the deck membrane as wall flashing where practicable.
- B. Follow manufacturer's typical flashing procedures for all wall, curb, and penetration flashing including metal edging/coping and roof drain applications.
- C. Wall curb and base flashing conditions shall employ Russ strips or battens where the vertical face is greater than 2".
- D. Wherever available, preformed flashings shall be used, including to outside corners, boots and target patches.

3.07 BALLASTING

- A. Redistribute ballast in accordance with the manufacturer's installation instructions.
- B. Install ballast evenly without bare spots to provide complete coverage over the membrane.
- C. When recommended by the manufacturer, overlap HP Protective Mat a minimum of 6 inches prior to ballast or paver installation.
- D. Comply with published ANSI (American National Standards Institute) ANSI/SPRI RP-4 guidelines (dated 2008) concerning applicable coverage rates. Supplement as required.
- E. Inside and outside corners shall have new ASTM D-448 #2 water worn stone in the amount of 13 lbs/sq. ft. per diagram in the drawings. Existing ballast shall not be used at inside and outside corners.

3.08 EPDM COVER STRIPPING / FLASHING ON AGED MEMBRANE

- A. In cold weather: Materials must be stored at a minimum of 60 degrees F overnight.

Materials must be maintained in a Hot Box on site to a minimum of 40 degrees during installation. If jobsite temperature is below 40 degrees at time of application, heat the primed area of the existing membrane with a hot air gun as the flashing is applied and pressed into place.

- B. Prior to completing any repairs, the existing membrane surface must be cleaned and primed as follows:
 - 1. Remove all debris.
 - 2. Scrub the membrane with a scrub brush using warm water and a low sudsing soap such as Spic and Span, Tide, Lestoil or Clorox Formula 409. An electric driven scrubber with a bristle type brush approximately ¾" to 1 ½" in length is recommended.
 - 3. Rinse with clean water and allow to dry.
 - 4. Clean the area with Weathered Membrane Cleaner and allow to dry. If the seam is open or has lifted, pull back the overlapping membrane to remove any debris and apply Weathered Membrane Cleaner. Apply Splicing Cement to the open or lifted seam area and re-adhere the overlapping membrane.
 - 5. Prior to the application of Cover Strip surface of aged EPDM membrane must be primed with Splicing Cement applied to ½ the normal coverage rate. Allow primer to dry until it does not transfer to a dry finger. Install cover strip immediately per below.

- C. Applying cover strip (and flashing):
 - 1. Position the cover strip over the area to be covered and press down the exposed tap adhesive using firm, even hand pressure across the entire area.
 - 2. Immediately roof the cover strip with a 2" wide roller, using positive pressure. Roll across the cover strip edge, not parallel to it.
 - 3. Cover strips to extend 1 ½" beyond any overlapped strips.
 - 4. Apply lap sealant to all cut edges of cover strip.
 - 5. Apply lap sealant to two inches in each direction away from overlapping corners.

3.09 DAILY SEAL

- A. On phased roofing, when the completion of flashings and terminations is not achieved by the end of the work day, a daily seal must be performed to temporarily close the membrane to prevent water infiltration.

- B. Use Sure-Seal Pourable Sealer or other acceptable membrane seal in accordance with the manufacturer's requirements.

3.10 CLEAN UP

- A. Perform daily clean-up to collect all wrappings, empty containers, paper, and other debris from the project site. Upon completion, all debris must be disposed of in a legally acceptable manner.

- B. Prior to the manufacturer's inspection for warranty, the applicator must perform a pre-inspection to review all work and to verify all flashing has been completed as well as the application of all caulking.

3.11 SURPLUS MATERIALS

Deliver the following to the owner prior to completion of work of each school project:

- (2) 100' rolls, 6" wide, EPDM peel and stick flashing
- 1 gal splice cleaner/primer
- 2 tubes lap sealant
- 2 chip brushes
- 2 3M cleaning/scrub pads
- 6 Pressure sensitive patches
- 1 med size canvas tool bag

END OF SPECIFICATION