

City of Wilson Wilson, North Carolina

Sunset Rec Center Upper Gym Roof Replacement

Bid #2022-37

Issue Date: 11/7/2022

Due Date and Time: 12/7/2022 at 2:00 pm

Project Location: 500 Sunset Rd. NW (Wilson, NC. 27893)

Sealed proposals endorsed **"Sunset Rec Center Upper Gym Roof Replacement"** to be furnished to the City of Wilson, Wilson, North Carolina, will be received by the City of Wilson Purchasing Manager, until the due date and time above.

Bidders may hand deliver bid packages to the Purchasing Office, or if preferred, UPS and FedEx make daily deliveries to our office. If using any other delivery method, please allow ample time for delivery.

Hand Deliver: City of Wilson (Purchasing)

Mail: City of Wilson (Purchasing)

PO Box 10

Wilson, NC. 27893 Wilson, NC. 27894-0010

<u>Questions:</u> Address any questions via e-mail to rvwilson@wilsonnc.org and allow time for a response issued as an addendum. <u>Questions are due by 11/30/22 by 5pm.</u>

IT IS THE BIDDERS RESPONSIBILITY TO ENSURE THAT BID PACKAGES ARE DELIVERED TO THE PURCHASING OFFICE BY THE DUE DATE AND TIME.

1800 Herring Ave. E

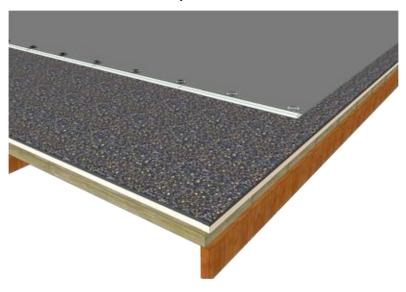
Specifications may be obtained from the office of the Purchasing Manager, Operations Center, Warehouse / Purchasing Department, 1800 Herring Ave., Wilson, North Carolina 27893 or e-mail rvwilson@wilsonnc.org

All qualified proposals / bids will be evaluated and award made to firm(s) whose proposal / bid is deemed to be in the best interest of the City of Wilson, all factors considered. The City of Wilson reserves the unqualified right to reject any and all offers if determined in its best interest.

Sunset Rec Center Upper Gym Roof

500 Sunset Rd. NW Wilson, NC 27893

> Prepared For: City of Wilson



Roof Assembly Description

• PVC thermoplastic membrane

Membrane Thickness: 50 mil

Color: Dark gray

Attachment: Attached with mechanical fasteners

• Fan-folded expanded polystyrene (EPS) underlayment

Thickness: 1/2 inch

Attachment: Attached with mechanical fasteners

- BUR: Granular-Surfaced Cap Sheet
- Wood Plank Roof Deck

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Overlay BUR: Granular-Surfaced Shingles and 3/4" ISO.
- B. PVC thermoplastic membrane attached with mechanical fasteners.
- C. Fan-folded expanded polystyrene (EPS) underlayment, attached with mechanical fasteners.
- D. Prefabricated flashings, corners, parapets, stacks, vents, and related details.
- E. Fasteners, adhesives, and other accessories required for a complete roofing installation.
- F. Existing wood deck is visible on the underside and screws must not punch thru and be visible.

1.2 REFERENCES

- A. NRCA The NRCA Roofing and Waterproofing Manual.
- B. ASCE 7 Minimum Design Loads For Buildings And Other Structures.
- C. UL Roofing Materials and Systems Directory, Roofing Systems (TGFU.R10128).
- D. ASTM C 1289 Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board.
- E. ASTM D 751 Standard Test Methods for Coated Fabrics.
- F. ASTM D 4434 Standard Specification for Poly(Vinyl Chloride) Sheet Roofing.
- G. ASTM E 108 Standard Test Methods for Fire Tests of Roof Coverings.
- H. ASTM E 119 Standard Test Methods for Fire Tests of Building Construction and Materials.

1.3 SYSTEM DESCRIPTION

- A. General: Provide installed roofing membrane and base flashings that remain watertight; do not permit the passage of water; and resist specified uplift pressures, thermally induced movement, and exposure to weather without failure.
- B. Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by roofing membrane manufacturer based on testing and field experience.

C. Sustainability:

- a. Conform to NSF/ANSI Standard 347, "Sustainability Assessment for Single-Ply Roofing Membranes. Minimum certification level: Gold.
- b. Type III product-specific Environmental Product Declaration.
- c. Membrane is recyclable at end of use.

D. Physical Properties:

- 1. Roof product must meet the requirements of Type III PVC sheet roofing as defined by ASTM D 4434 and must meet or exceed the following physical properties.
- 2. Thickness: 50 mil, nominal, in accordance with ASTM D 751.
- 3. Thickness Over Scrim: ≥ 28 mil in accordance with ASTM D 751.
- 4. Breaking Strengths: ≥ 390 lbf. (MD) and ≥ 438 lbf. (XMD) in accordance with ASTM D 751, Grab Method.
- 5. Elongation at Break: \geq 31% (MD) and \geq 31% (XMD) in accordance with ASTM D 751, Grab Method.
- 6. Heat Aging in accordance with ASTM D 3045: 176 °F for 56 days. No sign of cracking, chipping or crazing. (In accordance with ASTM D 4434).
- 7. Factory Seam Strength: ≥ 417 lbf. in accordance with ASTM D 751, Grab Method.
- 8. Tearing Strength: ≥ 132 lbf. (MD) and ≥ 163 lbf. (XMD) in accordance with ASTM D 751, Procedure B.

- 9. Low Temperature Bend (Flexibility): Pass at -40 °F in accordance with ASTM D 2136.
- 10. Accelerated Weathering: No cracking, checking, crazing, erosion or chalking after 5,000 hours in accordance with ASTM G 154.
- 11. Linear Dimensional Change: < 0.5% in accordance with ASTM D 1204 at 176 ± 2 °F for 6 hours.
- 12. Water Absorption: < 1.7% in accordance with ASTM D 570 at 158 °F for 166 hours.
- 13. Static Puncture Resistance: ≥ 56 lbs. in accordance with ASTM D 5602.
- 14. Dynamic Puncture Resistance: ≥ 14.7 ft-lbf. in accordance with ASTM D 5635.
- E. Cool Roof Rating Council (CRRC):
 - 1. Membrane must be listed on CRRC website.
 - a. Initial Solar Reflectance: ≥ 26%
 - b. Initial Thermal Emittance: ≥ 88%
 - c. Initial Solar Reflective Index (SRI): ≥ 26
 - d. 3-Year Aged Solar Reflectance: ≥ 25%
 - e. 3-Year Aged Thermal Emittance: ≥ 89%
 - f. 3-Year Aged Solar Reflective Index (SRI): ≥ 25

1.4 SUBMITTALS

- A. Submit the following prior to award.
- B. Data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
 - 4. Maintenance requirements.
- C. Sustainability Documentation:
 - a. NSF/ANSI Standard 347 Certificate.
 - b. Type III product-specific Environmental Product Declaration.
- D. Shop Drawings: Indicate insulation pattern, overall membrane layout, field seam locations, joint or termination detail conditions, and location of fasteners.
- E. Verification Samples: For each product specified, two samples, representing actual product, color, and finish.
 - 1. 4 inch by 6 inch sample of roofing membrane, of color specified.
 - 2. 4 inch by 6 inch sample of walkway pad.
 - 3. Termination bar, fascia bar with cover, drip edge and gravel stop if to be used.
 - 4. Each fastener type to be used for installing membrane, insulation/recover board, termination bar and edge details.
- F. Installer Certification: Certification from the roofing system manufacturer that Installer is approved, authorized, or licensed by manufacturer to install roofing system.
 - a. References of similar size jobs
- G. Manufacturer's warranties.

1.5 QUALITY ASSURANCE

- A. Perform work in accordance with manufacturer's installation instructions.
- B. Manufacturer Qualifications: A manufacturer specializing in the production of PVC membranes systems and utilizing a Quality Control Manual during the production of the membrane roofing system that has been approved by and is inspected by Underwriters Laboratories.
- C. Installer Qualifications: Company specializing in installation of roofing systems similar to those specified in this project and approved by the roofing system manufacturer.
- D. Source Limitations: Obtain components for membrane roofing system from roofing membrane manufacturer.
- E. There shall be no deviations from the roof membrane manufacturer's specifications or the approved shop drawings without the prior written approval of the manufacturer.

1.6 REGULATORY REQUIREMENTS

- A. Conform to applicable code for roof assembly wind uplift and fire hazard requirements.
- B. Conform to IECC (International Energy Conservation Code) and IGCC (International Green Construction Code) cool roof requirements.
- C. Wind Uplift:
 - 1. Roofing System Design: Provide a roofing system designed to resist uplift pressures calculated according to the current edition of the ASCE-7 Specification *Minimum Design Loads for Buildings And Other Structures*.
 - a. Provide custom job specific wind calculation.

1.7 PRE-INSTALLATION MEETING

- A. Convene meeting not less than one week before starting work of this section.
- B. Review methods and procedures related to roof deck construction and roofing system including, but not limited to, the following.
 - 1. Meet with Owner, Architect, Owner's insurer if applicable, testing and inspecting agency representative, roofing installer, roofing system manufacturer's representative, deck installer, and installers whose work interfaces with or affects roofing including installers of roof accessories and roof-mounted equipment.
 - 2. Review and finalize construction schedule and verify availability of materials, installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 - 3. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
 - 4. Review structural loading limitations of roof deck during and after roofing.
 - 5. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
 - 6. Review governing regulations and requirements for insurance and certificates if applicable.
 - 7. Review temporary protection requirements for roofing system during and after installation.
 - 8. Review roof observation and repair procedures after roofing installation.

1.8 DELIVERY, STORAGE AND HANDLING

- A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, and directions for storing and mixing with other components.
- B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the

- temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
- C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
- D. Store roof materials and place equipment in a manner to avoid permanent deflection of deck.
- E. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

1.9 WARRANTY

- A. Contractor's Warranty: The contractor shall warrant the roof application with respect to workmanship and proper application for two (2) years from the effective date of the warranty issued by the manufacturer.
- B. Manufacturer's Warranty: Must be no-dollar limit type and provide for completion of repairs, replacement of membrane or total replacement of the roofing system at the then-current material and labor prices throughout the life of the warranty. In addition the warranty must meet the following criteria:
 - 1. Warranty Period: 20 years from date issued by the manufacturer.
 - 2. Must provide positive drainage.
 - 3. No exclusion for damage caused by biological growth.
 - 4. Issued direct from and serviced by the roof membrane manufacturer.
 - 5. Transferable for the full term of the warranty.

PART 2 PRODUCTS

2.1 MANUFACTURER

- A. All roofing system components to be provided or approved by roof system manufacturer.
- B. Acceptable Manufacturers or approved equivalent:
 - 1. Duro-Last, Inc. Dark Gray
 - 2. Fibertite XT-50 Gray
 - 3. Sika Sarnafil S327 Gray

2.2 ROOFING SYSTEM COMPONENTS

- A. Roofing Membrane: PVC thermoplastic membrane conforming to ASTM D 4434, type III, fabric-reinforced, PVC. Membrane properties as follows:
 - 1. Thickness:
 - a. Minimum nominal 50 mil.
 - 2. Exposed Face Color:
 - a. Dark gray.
- B. Minimum NSF 347 Gold certified.
- C. Accessory Materials: Provide accessory materials supplied by or approved for use by roof system manufacturer
 - 1. Sheet Flashing: Manufacturer's standard reinforced PVC sheet flashing.
 - 2. Factory Prefabricated Flashings: manufactured using Manufacturer's standard reinforced PVC membrane.
 - a. Stack Flashings.
 - b. Curb Flashings.
 - c. Inside and Outside Corners.

- 3. Sealants and Adhesives: Compatible with roofing system and supplied by roof system manufacturer.
 - a. Caulk.
 - b. Strip Mastic.
- 4. Slip Sheet: Compatible with roofing system and supplied by roof system manufacturer.
 - a. 4 Mil Polyethylene Slip Sheet.
 - i. Installed up and over walls.
- G. Fasteners and Plates: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening membrane and insulation to substrate. Supplied by roof system manufacturer. Existing wood deck is visible on the underside and screws must not punch thru and be visible.
 - a. #14 Heavy Duty Fasteners.
 - b. Polyethylene Membrane Plates.
 - c. Insulation Plates.
 - 5. PV Anchors
 - 6. Termination and Edge Details: Supplied by roof system manufacturer.
 - a. Termination Bar.
 - b. Kynar Steel Fascia Cover.
 - 7. Vinyl Coated Metal: 24 gauge, hot-dipped galvanized, grade 90 metal with a minimum of 17 mil of PVC roofing membrane laminated to one side.
 - 8. Two-Way Roof Vents: Supplied by roof system manufacturer. Install a minimum of 1 vent for each 1,000 ft² (93 m²) of roof area.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that the surfaces and site conditions are ready to receive work.
- B. Verify that the deck is supported and secured.
- C. Verify that the deck is clean and smooth, free of depressions, waves, or projections, and properly sloped to drains, valleys, eaves, scuppers or gutters.
- D. Verify that the deck surfaces are dry and free of standing water, ice or snow.
- E. Verify that all roof openings or penetrations through the roof are solidly set.
- F. If substrate preparation is the responsibility of another contractor, notify Architect of unsatisfactory preparation before proceeding.
- G. Prior to re-covering an existing roofing system, conduct an inspection of the roof system accompanied by a representative of the membrane manufacturer or an authorized contractor.
 - 1. Determine required fastener type, length, and spacing.
 - 2. Verify that moisture content of existing roofing is within acceptable limits.
 - 3. Identify damaged areas requiring repair before installation of new roofing.
 - 4. Conduct core cuts as required to verify information required.

3.2 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

- C. Surfaces shall be clean, smooth, free of fins, sharp edges, loose and foreign material, oil, grease, and bitumen.
- D. Re-Roofing Over Existing Shingle System:
 - 1. Remove all loose or high fasteners.
 - 2. Membrane contaminated with bitumen must be immediately cleaned. If cleaning does not remove the bitumen, the contaminated membrane must be replaced, or covered with both a slip sheet and new membrane.
 - 3. Blisters, buckles and other surface irregularities must be repaired or removed. If the damage is extensive, an approved rigid board insulation or a cover board must be installed.
 - 4. When the system is smooth or granular-surfaced, any approved slip sheet, insulation or cover board may be used to provide separation of the roof system and new membrane. Duro-Guard or equivalent fan folds may be used if the surface is pea gravel or crushed stone which is ½ to 3/8 inch in size and has been leveled and maintained at 4 psf. For larger rock/gravel, utilize an approved rigid insulation or cover board.

3.3 INSTALATION

- A. Install insulation in accordance with the roof manufacturer's requirements.
- B. Insulation Cover Board: Fan-folded expanded polystyrene (EPS) underlayment.
 - 1. Use only fasteners, stress plates and fastening patterns accepted for use by the roof manufacturer. Fastening patterns must meet applicable design requirements.
 - a. Install fasteners in accordance with the roof manufacturer's requirements. Fasteners that are improperly installed must be replaced or corrected.
 - b. Attach boards in parallel courses with end joints staggered 50% and adjacent boards butted together with no gaps greater than ½ inch.
- C. Roof Membrane: 50 mil, PVC thermoplastic membrane.
 - 1. Use only fasteners, stress plates and fastening patterns accepted for use by the roof manufacturer. Fastening patterns must meet the applicable design requirements.
 - 2. Install fasteners in accordance with the roof manufacturer's requirements. Fasteners that are improperly installed shall be replaced or corrected.
 - 3. Mechanically fasten membrane to the structural deck utilizing fasteners and fastening patterns that in accordance with the roof manufacturer's requirements.
 - 4. Cut membrane to fit neatly around all penetrations and roof projections.
 - 5. Unroll roofing membrane and positioned with a minimum 6 inch overlap.

D. Seaming:

- 1. Weld overlapping sheets together using hot air. Minimum weld width is 1-1/2 inches.
- 2. Check field welded seams for continuity and integrity and repair all imperfections by the end of each work day.
- E. Membrane Termination/Securement: All membrane terminations shall be completed in accordance with the membrane manufacturer's requirements.
 - 1. Provide securement at all membrane terminations at the perimeter of each roof level, roof section, curb flashing, skylight, expansion joint, interior wall, penthouse, and other similar condition.
 - 2. Provide securement at any angle change where the slope or combined slopes exceeds two inches in one horizontal foot.
- F. Flashings: Complete all flashings and terminations as indicated on the drawings and in accordance with the membrane manufacturer's requirements.
 - 1. Provide securement at all membrane terminations at the perimeter of each roof level, roof section, curb flashing, skylight, expansion joint, interior wall, penthouse, and other similar condition.
 - a. Do not apply flashing over existing thru-wall flashings or weep holes.
 - b. Secure flashing on a vertical surface before the seam between the flashing and the main roof sheet is completed.

- Extend flashing membrane a minimum of 6 inches (152 mm) onto the main roof sheet beyond the mechanical securement.
- d. Use care to ensure that the flashing does not bridge locations where there is a change in direction (e.g. where the parapet meets the roof deck).
- e. Install up and over parapets with 4" Facia Bar on exterior.

2. Penetrations:

- a. Flash all pipes, supports, soil stacks, cold vents, and other penetrations passing through the roofing membrane as indicated on the Drawings and in accordance with the membrane manufacturer's requirements.
- b. Utilize custom prefabricated flashings supplied by the membrane manufacturer.
- c. Existing Flashings: Remove when necessary to allow new flashing to terminate directly to the penetration.

3. Pipe Clusters and Unusual Shapes:

- a. Clusters of pipes or other penetrations which cannot be sealed with prefabricated membrane flashings shall be sealed by surrounding them with a prefabricated vinyl-coated metal pitch pan and sealant supplied by the membrane manufacturer.
- b. Vinyl-coated metal pitch pans shall be installed, flashed and filled with sealant in accordance with the membrane manufacturer's requirements.

G. Edge Details:

- 1. Provide edge details as indicated on the Drawings. Install in accordance with the membrane manufacturer's requirements.
 - a. Facia Bar with Steel Cover on Walls
 - b. Termination bar into gutters
- 2. Join individual sections in accordance with the membrane manufacturer's requirements.
- 3. Coordinate installation of metal flashing and counter flashing specified in Section 07620.
- Manufactured Roof Specialties: Coordinate installation of copings, counter flashing systems, gutters, downspouts, and roof expansion assemblies specified in Section 07710.

H. Water cut-offs:

- 1. Provide water cut-offs on a daily basis at the completion of work and at the onset of inclement weather.
- Provide water cut-offs to ensure that water does not flow beneath the completed sections of the new roofing system.
- 3. Remove water cut-offs prior to the resumption of work.
- 4. The integrity of the water cut-off is the sole responsibility of the roofing contractor.
- 5. Any membrane contaminated by the cut-off material shall be cleaned or removed.

3.4 FIELD QUALITY CONTROL

A. The membrane manufacturer's representative shall provide a comprehensive final inspection after completion of the roof system. All application errors shall be addressed and final punch list completed.

3.5 PROTECTION

- A. Protect installed roofing products from construction operations until completion of project.
- B. Where traffic is anticipated over completed roofing membrane, protect from damage using durable materials that are compatible with membrane.
- C. Repair or replace damaged products after work is completed.

Sunset Rec Center Upper Gym Roof Replacement Bid Sheet Informal (Required)

Base Bid all costs included:		
NC Sales Tax:		
Delivery Cost (if applicable)		
Total Cost to City:		
Add on costs - (to be selected if	f needed by City):	
Wood Deck Repair (per sq. ft.) _		
Option $1 - 1.5$ " ISO in lieu of $\frac{1}{2}$ " is	fanfold for overlay:	
Option 2 – Remove shingles prior	to reroof and install 1/4" gyp board over existing ISO (below li	ine)
Bids should include an itemized list to back of this sheet.	ed schedule by quantity, unit price and total. Please at	tach itemized
Company Name:		
Company Address:		
Contact Person:	Telephone Number	
NC Contractor's License Type a	and Number:	
Number of Addendums Acknow	vledged (circle one) N/A 1 2 3 4	
Signature:	Print:	
Title	Date	

GENERAL TERMS AND CONDITIONS

- 1. <u>DEFAULT</u>: In case of default by the contractor, the City of Wilson may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.
- 2. GOVERNMENTAL RESTRICTIONS: In the event any Governmental restrictions are imposed which necessitate alternation of the material, quality, workmanship or performance of the items prior to delivery, it shall be the responsibility of the contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation, which required such alternations. The City of Wilson reserves the right to accept any such alternations, including any price adjustments occasioned thereby, or to cancel the contract.
- 3. **AVAILABILITY OF FUNDS**: Any and all payments to the contractor are dependent upon and subject to the availability of funds to the City for the purpose set forth in this agreement.
- **4. TAXES**: Any applicable taxes shall be invoiced as a separate item. The City is not exempt from local or North Carolina sales tax.
- 5. <u>SITUS AND GOVERNING LAWS</u>: This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules, and within which state all matters, whether sounding in Contract or tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined.
- 6. PAYMENT TERMS: Payment terms are Net not later than 30 days after receipt of a correct invoice or acceptance of goods, whichever is later. Invoices are preferred by the City to be sent by e-mail to cowaccts@wilsonnc.org

7. NON-DISCRIMINATION:

- a. The Vendor will take necessary action to comply 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 on the basis of any prohibited grounds as defined by Federal and State law.
- b. The vendor will take necessary action to ensure its internal employee policies and procedures are consistent with Executive Order #82 (Roy Cooper, December 6, 2018), which extends workplace protections and accommodations to pregnant employees.
- 8. <u>CONDITION AND PACKAGING</u>: Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
- 9. <u>INTELLECTUAL PROPERTY WARRANTY AND INDEMNITY</u>: Vendor shall hold and save the City, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any copyrighted material, patented or patent-pending invention, article, device or appliance delivered in connection with The Contract.
- 10. <u>TERMINATION FOR CONVENIENCE</u>: If this contract contemplates deliveries or performance over a period of time, the City may terminate this contract at any time by providing 60 days' notice in writing from the City to the Vendor. In that event, any or all finished or unfinished deliverables prepared by the Vendor under this contract shall, at the option of the City, become its property. If the contract is terminated by the City as provided in this section, the City shall pay for those items for which such option is exercised, less any payment or compensation previously made.

- 11. <u>ADVERTISING</u>: Vendor agrees not to use the existence of The Contract or the name of the City as part of any commercial advertising or marketing of products or Services. A Vendor may inquire whether the City is willing to act as a reference by providing factual information directly to other prospective customers.
- 12. <u>ACCESS TO PERSONS AND RECORDS</u>: An independent auditor shall have access to persons and records as a result of all contracts or grants entered into by the City of Wilson in accordance with General Statute 147-64.7.
- 13. <u>ASSIGNMENT</u>: No assignment of the Vendor's obligations nor the Vendor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority and solely as a convenience to the Vendor, the City may:
 - Forward the Contractor's payment check directly to any person or entity designated by the Contractor, and
 - b) Include any person or entity designated by Vendor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the City to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all Contract obligations.
- 14. INSURANCE: *A copy of Contractors Insurance Certificate is required to be submitted upon award.*
 - **COVERAGE -** During the term of the Contract, the Vendor 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 Vendor shall provide and maintain the following coverage and limits:
 - a) <u>Worker's Compensation</u> The Vendor 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 \$500,000.00, covering all of Vendor's employees who are engaged in any work under the Contract in North Carolina. If any work is sub-contracted, the Vendor shall require the sub-Contractor to provide the same coverage for any of his employees engaged in any work under the Contract within the State.
 - b) <u>Commercial General Liability</u> General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. Defense cost shall be in excess of the limit of liability.
 - c) <u>Automobile</u> Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be \$250,000.00 bodily injury and property damage; \$250,000.00 uninsured/under insured motorist; and \$2,500.00 medical payment.
 - **REQUIREMENTS -** Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of The 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 Vendor 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 The Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the Contract.
- 15. GENERAL INDEMNITY: The Vendor shall hold and save the City, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, Services, materials, or supplies in connection with the performance of The 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 Vendor in the performance of The Contract and that are attributable to the negligence or intentionally tortious acts of the Vendor provided that the Vendor is notified in writing within 30 days from the date that the City has knowledge of such claims. The Vendor represents and warrants that it shall make no claim of any kind or nature against the City's agents who are involved in the delivery or processing

- of Vendor deliverables or Services to the City. The representation and warranty in the preceding sentence shall survive the termination or expiration of The Contract.
- **16. CONFIDENTIALITY:** Any City information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Vendor under The Contract shall be kept as confidential, used only for the purpose(s) required to perform The Contract and not divulged or made available to any individual or organization without the prior written approval of the City.
- 17. <u>COMPLIANCE WITH LAWS</u>: Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with The Contract, including those of federal, state, and local agencies having jurisdiction and/or authority.
- **18. ENTIRE AGREEMENT:** This document and any others incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This document, any addenda hereto, and the Vendor'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 a written amendment duly executed by the City and the Vendor.
- 20. FORCE MAJEURE: 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 as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
- 21. <u>SOVEREIGN IMMUNITY</u>: Notwithstanding any other term or provision in The Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or other state or federal constitutional provision or principle that otherwise would be available to the City under applicable law.
- 22. <u>E-VERIFY</u>: Contractor understands that E-Verify is 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 of authorization of newly hired employees pursuant to federal law in accordance with NCGS 64-25 et seq. Contractor is aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. To the best of Contractor's knowledge, any subcontractors employed by it as a part of this contract are in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statue.
- 23. <u>IRAN DIVESTMENT ACT CERTIFICATION</u>: Contractor certifies that, as of the date listed (2017), it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. Chapter 147 Article 6E. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. Chapter 147 Article 6E, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.
- **24. EVALUATION OF BID:** All qualified proposals/bids will be evaluated and award made to the firm(s) whose proposal/bid is deemed to be in the best interest of the City of Wilson, all factors considered. The City of Wilson reserves the right to reject any and all offers if determined in its best interest.
- 25. <u>BID/PROPOSAL PUBLIC RECORD:</u> All proposals/bids received become the property of the City of Wilson and information included therein or attached thereto shall become public record upon their delivery to the

- city. Submission of a bid/proposal in response to a request constitutes acceptance of all terms and conditions and requirements contained in the request.
- **26. RECOMMENDATION OF AWARD:** The recommendation of award by city council represents a preliminary determination and not a legally binding acceptance of the bid or proposal until the city has executed a written agreement in a form agreeable by an authorized city official.
- 27. <u>COST FOR PROPOSAL PREPARATION</u>: Any costs incurred by Vendor in preparing or submitting offers are the Vendor's sole responsibility; the City will not reimburse any Vendor for any costs incurred or associated with the preparation of proposals.
- 28. INSPECTION AT VENDOR'S SITE: The City reserves the right to inspect, at a reasonable time, the equipment, item, plant or other facilities of a prospective Vendor prior to Contract award, and during the Contract term as necessary for the City's determination that such equipment, item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.
- 29. PRICE ADJUSTMENTS: A requested <u>price increase</u> may only become effective after approval of the Purchasing Manager in writing. Price increases will need to have sufficient justification as to the reason why the increase is being requested. The City will need 30 days written notice before price increases can become effective, failure to notify the City of a price increase will result in payment of invoice at prior written contracted/agreed upon pricing until the conditions are met. A <u>price decrease</u> will only need to be communicated to the Purchasing Manager for documentation purposes.
- **30.** <u>LIQUIDATED DAMAGES:</u> Liquidated damages, if stated in the Contract Documents, is an amount reasonably estimated in advance to cover the losses incurred by the Owner by reason of failure on the Contractor to complete the work within the specified time of completion.
- 31. BRAND NAMES: The City has determined that any manufacturer's brand defined in the Scope of Services meets the City's product and support need. The manufacturer's reference is not intended to be restrictive, and is only descriptive of the type and quality the City desires to purchase. Quotes for similar manufactured products of like quality will be considered if the Proposal is fully noted with the manufacturer's brand name and model. The City reserves the right to determine products and support of equal value, and whether other brands or models meet the City's product and support needs.
- **32.** <u>VENDOR REGISTRATION:</u> All vendors (new, current or potential) must register with our Vendor Registration system through Vendor Registry at the following link. https://vrapp.vendorregistry.com/Vendor/Register/Index/city-of-wilson-nc-vendor-registration

STATE OF NORTH CAROLINA

COUNTY OF WILSON

AFFIDAVIT

l,		(the indivi	dual attesting below	w), being duly authorized by	
and or	n behalf of		(the entity biddir	ng on project hereinafter	
"Empl	oyer") after first being	g duly sworn hereb	y swears or affirms	as follows:	
1.	Employer understar	nds that <u>E-Verify</u> is	the federal E-Verify	program operated by the Ur	nited States
	Department of Hom	neland Security and	d other federal ager	ncies, or any successor or equi	ivalent
	program used to ve	rify the work autho	orization of newly h	ired employees pursuant to fe	ederal law in
	accordance with NC	GS §64-25(5).			
2.	Employer understar	nds that <u>Employers</u>	Must Use E-Verify.	Each employer, after hiring a	n employee
	to work in the Unite	ed States, shall veri	fy the work authori	zation of the employee throu	gh E-Verify in
	accordance with NC	GS§64-26(a).			
3.	Employer is a perso	n, business entity,	or other organization	on that transacts business in t	his State
	and that employs 25	5 or more employe	es in this State.		
	(mark Yes or No)	YES	No		
4.	Employer's subcont	ractors comply wit	:h E-Verify, and if Er	nployer is the winning bidder	on this
	project Employer w	ill ensure compliar	nce with E-Verify by	any subcontractors subseque	ently
	hired by Employer.	·		,	·
This	day of		, 20		
Signat	ure of Affiant:				
Print c	or Type Name:				
	e of <u>North Carolina</u> Co				
		•		(Affi	
Signe	ed and sworn to (or af	firmed) before me	, this the	x Off	
day o	of	, 2022.		icial/	
МуС	Commission Expires:			(Affix Official/Notarial Seal)	
		Notary P	ublic	Seal)	

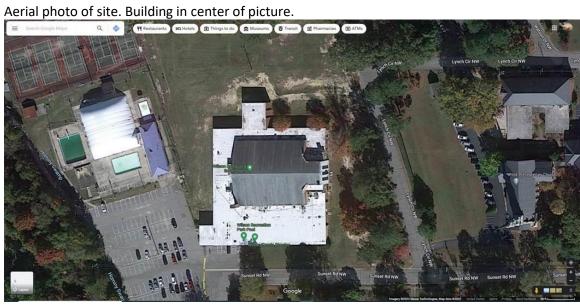
Identification of HUB Certified/ Minority Business Participation

hereby certify that on this project, we will	(Name of Bidder) I use the following HUB C	ertified/ minority	business as
enstruction subcontractors, vendors, suppl	liers or providers of profes	ssional services.	
rm Name, Address and Phone #	Work Type	*Minority Category	**HUB Certified (Y/N)
*Minority categories: Black, African Americ			

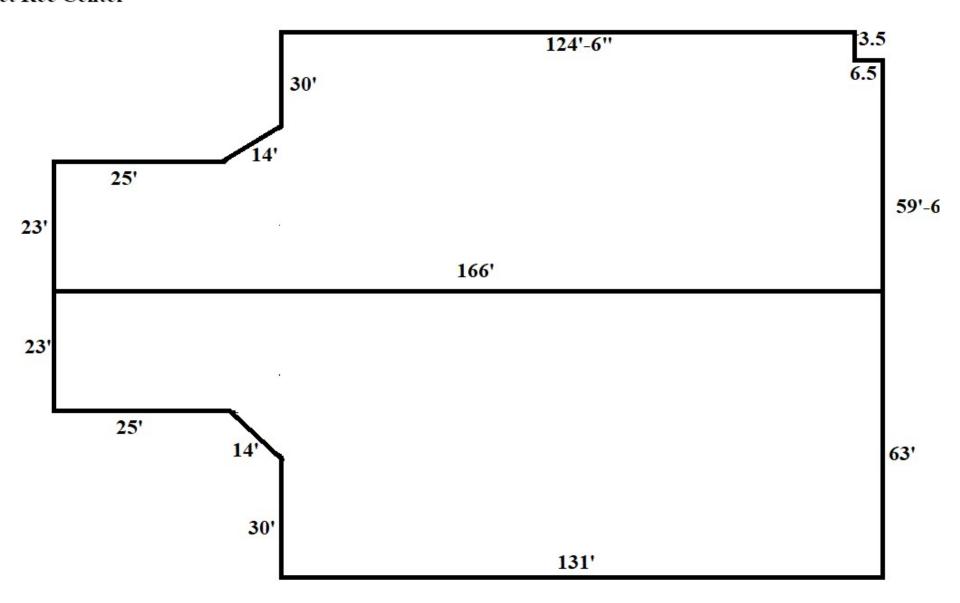
The total value of minority business contracting will be (\$)_____

^{**} HUB Certification with the state HUB Office required to be counted toward state participation goals.

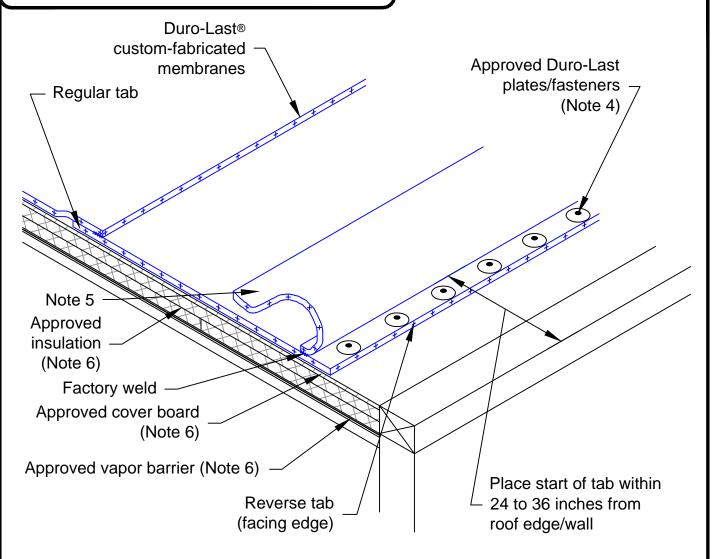




y of Wilson nset Rec Center





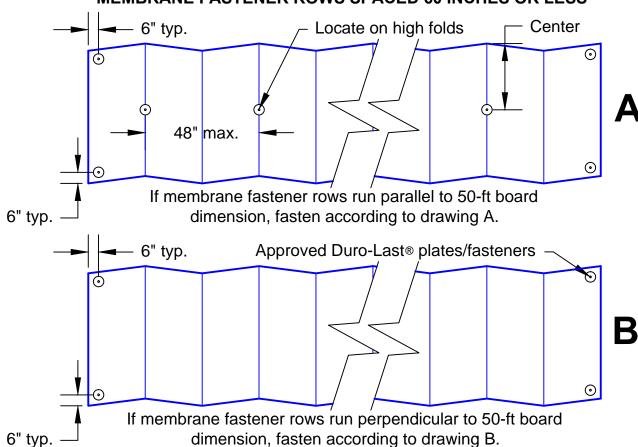


- Note 1: To help reduce wind uplift effects on all perimeter terminations parallel to the tab direction, including those with parapet walls less than 24 inches in height, a tab must be located within 24 to 36 inches from the roof edge/wall.
- Note 2: For tab systems greater than 60 inches, additional tabs will be required along the roof perimeters. Refer to the *Duro-Last Mechanically Fastened Roofing System* specification for more information.
- Note 3: Additional tabs may be required if the building is located within a high wind zone, or the building height is 40 feet or higher.
- Note 4: Align the edge of the fastening plate with the outside edge of the fastening tab.
- Note 5: Ensure a sufficient amount of membrane to complete the edge/wall termination.
- Note 6: Refer to specifications for vapor barrier, insulation and cover board requirements.

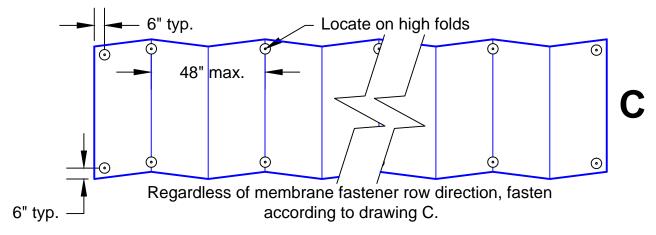
REVISED:	01/30/2017	GENERAL DETAIL FOR MECHANICALLY FASTENED SYSTEMS
PREVIOUS:	01/01/2009	31-INCH REVERSE TAB
SCALE:	NONE	NEW CONSTRUCTION OR RE-ROOF



MEMBRANE FASTENER ROWS SPACED 60 INCHES OR LESS

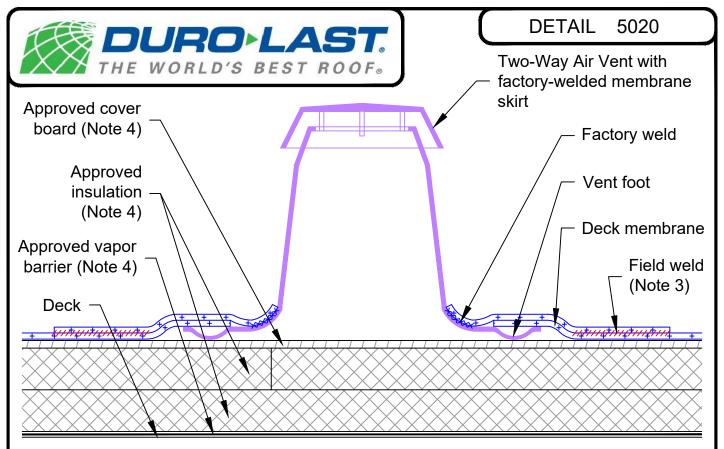


MEMBRANE FASTENER ROWS SPACED GREATER THAN 60 INCHES



Note: Do not overdrive the fasteners. Overdriven fasteners might crush the fan fold board or tear the facer.

REVISED:	01/30/2017	GENERAL DETAIL FOR MECHANICALLY FASTENED SYSTEMS
PREVIOUS:	01/01/2009	DURO-GUARD® FAN FOLD FASTENING
SCALE:	NONE	NEW CONSTRUCTION OR RE-ROOF



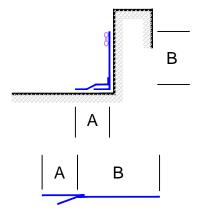
INSTRUCTIONS

- 1. Install Two-Way Air Vents (vents) between fastener rows and at high points of roof area. Vents must not be installed within 7 feet of the building edge. Never install vents in low, or drainage areas.
 - a. A minimum of one vent must be installed for every 1,000 square feet of roof area, or portion thereof, but with a minimum of two vents per roof area.
 - b. Vent Placement
 - i. <u>Corners</u> Vents must first be installed within 8 to 10 feet of the outer corners. Install vents at opposite corners whenever possible.
 - ii. Remaining Roof Area Starting at 8 to 10 feet from the building edge, evenly distribute the remaining vents throughout the remaining roof area. (Smaller roof areas may not have additional vents.)
- 2. Cut a 7-inch diameter hole and a 2-inch slit in deck membrane. Rotate vent to allow feet to slide underneath deck membrane at slit (see drawing above). Do <u>not</u> fasten vent to roof deck.
- Note 1: Vents must NOT be used on refrigerated buildings, freezer buildings or adhered roofing systems.
- Note 2: Vents are not required on open-air structures (e.g. carports) or roofing systems with overburden (e.g. ballast, paver, vegetation, etc.).
- Note 3: All field welds shall be a minimum of 1-1/2 inches wide.
- Note 4: Refer to specifications for vapor barrier, insulation and cover board requirements.

REVISED:	01/16/2019	VENT DETAIL FOR MECHANICALLY FASTENED SYSTEMS
PREVIOUS:	02/02/2017	TWO-WAY AIR VENT
SCALE:	NONE	NEW CONSTRUCTION OR RE-ROOF

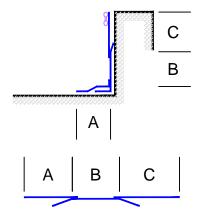


EXAMPLE #1



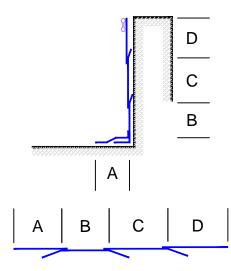
A = 6" (min.), 60" (max.) B = 8" (min.), see note

EXAMPLE #2



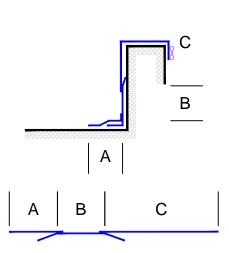
A = 6" (min.), 60" (max.) B = 6" (min.), 25" (max.) C = 6" (min.), see note

EXAMPLE #3



A = 6" (min.), 60" (max.) B = 6" (min.), 25" (max.) C = 6" (min.), 28" (max.) D = 6" (min.), see note

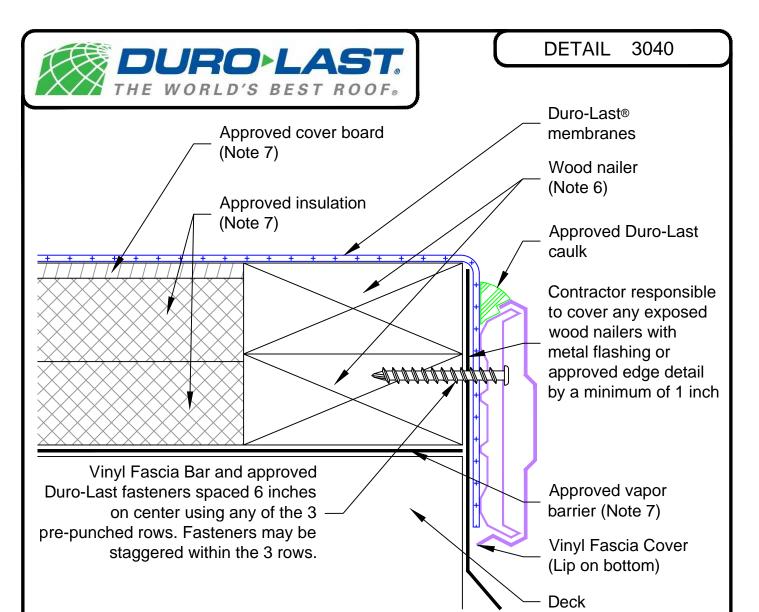
EXAMPLE #4



A = 6" (min.), 60" (max.) B = 6" (min.), 25" (max.) C = 6" (min.), see note

Note: If distance from last tab to top of parapet wall is 28 inches or less, additional membrane may be added to cover top of wall without adding more tabs.

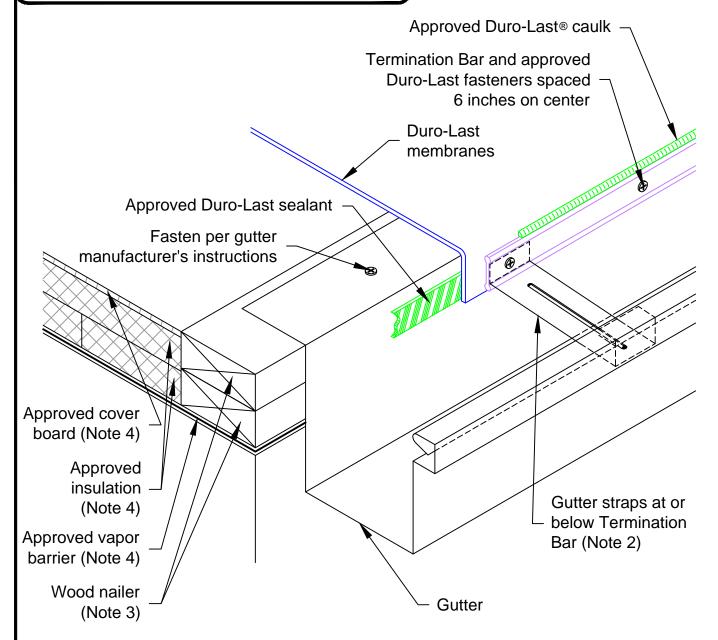
REVISED:	02/02/2017	PARAPET FLASHING TAB SPACING FOR MECHANICALLY FASTENED SYSTEMS
PREVIOUS:	08/12/2015	PARAPET FLASHING TAB SPACING
SCALE:	NONE	NEW CONSTRUCTION OR RE-ROOF



- Note 1: This detail may also be used on parapet walls.
- Note 2: A 1/4-inch gap is required between sections of Duro-Last vinyl Fascia Bar. A 1-inch gap is required between sections of Duro-Last vinyl Fascia Cover.
- Note 3: Joints in vinyl Fascia Bar must be offset by a minimum of 12 inches from joints in the vinyl Fascia Cover. Use Fascia Clips to cover each vinyl Fascia Cover joint.
- Note 4: All vertical applications require approved Duro-Last caulk to be applied on both sides of the Fascia System.
- Note 5: The Fascia System is <u>not</u> to be used as a gravel/water stop. Fascia System and caulk must be located below roof line.
- Note 6: Wood nailers must withstand a minimum force of 180 pounds per lineal foot (per building code). Any pull values greater than 270 pounds will allow for a fastener spacing of 18 inches on center. Pull values less than 270 pounds will require additional fasteners. The installing contractor is responsible for meeting building codes.
- Note 7: Refer to specifications for vapor barrier, insulation and cover board requirements.

REVISED:	02/01/2017	EDGE DETAIL FOR MECHANICALLY FASTENED SYSTEMS
PREVIOUS:	01/01/2009	4-INCH VINYL FASCIA SYSTEM
SCALE:	NONE	NEW CONSTRUCTION OR RE-ROOF





- Note 1: A 1/4-inch gap is required between sections of Duro-Last Termination Bar.
- Note 2: Gutter strap spacing per gutter manufacturer's instructions.
- Note 3: Wood nailers must withstand a minimum force of 180 pounds per lineal foot (per building code). Any pull values greater than 270 pounds will allow for a fastener spacing of 18 inches on center. Pull values less than 270 pounds will require additional fasteners. The installing contractor is responsible for meeting building codes.
- Note 4: Refer to specifications for vapor barrier, insulation and cover board requirements.

REVISED:	02/01/2017	EDGE DETAIL FOR MECHANICALLY FASTENED SYSTEMS
PREVIOUS:	01/01/2009	TERMINATION BAR INTO GUTTER
SCALE:	NONE	NEW CONSTRUCTION OR RE-ROOF