

THE CITY OF
BURLINGTON
NORTH CAROLINA

REQUEST FOR PROPOSAL
MAC Cover Structure Demolition Bid Document

PROPOSAL DUE DATE:	January 26, 2024 5:00 PM
PROPOSAL SUBMITTAL LOCATION:	Purchasing Division 237 W Maple Avenue Burlington, NC 27215
PURCHASING MANAGER:	Sonjia Cross, Purchasing Manager CLGPO
TELEPHONE NUMBER:	(336) 222-5006 scross@burlingtonnc.gov

Competitive proposals for the specified service shall be received by the Purchasing Division, 237 W. Maple Avenue, Burlington, NC 27215, until the date and time cited. Please submit your proposal to the City of Burlington Purchasing Division, Attention: Sonjia Cross, CLGPO at one of the following locations:

Email:
scross@burlingtonnc.gov

Mail:
P.O. Box 1358
Burlington NC, 27216

Hand Deliver:
237 W. Maple Ave.
Burlington, NC 27215

Proposals must be in the actual possession of the Purchasing Division at the location indicated, on or prior to the exact date and time indicated above. Late proposals shall not be considered. The prevailing clock shall be the City of Burlington Purchasing Division clock.

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INTRODUCTION

The City of Burlington is requesting a proposal for the demolition of the Maynard Aquatic Center (MAC): Pool Enclosure Room, address: 1402 Overbrook Road, Burlington, North Carolina in Alamance County. This is just the Pool Enclosure Room and does not include the attached concrete block building housing the offices and restrooms, etc. The Pool Enclosure Room is constructed of metal trusswork and columns and covered in a vinyl membrane. The stainless steel components have been found to be corroding and have a stress corrosion cracking potential due to the chlorine environment over the years and can potentially fail with a brittle failure and not the normal elongation ability as is normally found with metal structures. Because of this potential, the demolition personnel should take precautions and be aware of this situation and plan accordingly. A copy of the letter from the structural engineer from SKA dated November 30,2023 is attached.

The City will salvage a few item including indirect lighting, IT equipment and cameras, and pool timing equipment. This should be done before the demolition begins. All other building construction debris is to be disposed of off site at an approved Landfill and or recycled in accordance with local, state, federal regulations. Include the cost of all permits. If a permit is required by the City of Burlington, contractor shall obtain and any fee will be waived, for the City permit only. All other required permits and disposal fees shall be paid for by the contractor.

It is noted that the City had the pool itself re-plastered in 2023 and does not want to damage this in any way. If metal particles, pieces, slag from cutting operations fall into the water, they can corrode and potentially stain the pool walls. The City is trying to obtain a custom canvas type cover for the pool that is held in place with anchors to hold it taught before the demolition operations commence. This will help assure the small dropped items do not get into the water. This canvas is supposed to be able to be walked on by a person. If the City is able to get this canvas pool covering before demolition starts, the City wants the contractor to provide a protective cover for this canvas during the demolition so the City's canvas does not get damaged so it can be utilized for years to cover the pool in the off season. If the City cannot get the canvas covering made and installed before the demolition begins, then we are requesting the contractor to provide some temporary covering over the water to keep the demolition debris or falling objects from getting into the water and the cost for this additional covering be listed as an alternate cost item and shown on the price page. It is noted that the City will operate this pool facility as an outside pool when the pool room enclosure is removed and desires to operate as a heated pool which is planned to open in April, 2024.

TENTATIVE TIMETABLE

Would like work to commence within 3 weeks after the acceptance of the proposal, depending on weather conditions, and to complete the work within 3-4 weeks.

SCOPE OF WORK

Offerors shall provide a proposal based on the following scope of work:

The scope of work is indicated in the introduction. Further details of the scope of work are as follows:

The existing chain link fencing is to remain. This is a requirement of the Health Department. That said, for access the contractor has a double gate that should allow most of the equipment through. If necessary, the contractor can remove a fence post or two and roll back the fence fabric temporarily for access for larger equipment. However, the site must be secured every night when the contractor leaves with an intact fence. The grassed area outside the concrete pool deck will remain. If the contractor disturbs this area with ruts or otherwise, it shall be required of the contractor to rough grade the area when finished to 1" plus or minus and the City will take care of fine grading and re-seeding. The concrete pool deck will remain and the contractor shall protect the concrete with plywood or other protection board when operating equipment on this surface and will repair any damaged or broken concrete when finished. It is noted that the City will be hiring a lighting contractor to install at least two tall lighting poles after the demolition to provide lighting for the pool area, as required by the Health Department. Location of poles is close the HVAC equipment on one side and opposite the pool on the other side. The lighting is to be powered from the HVAC panel on one side and a building panel on the other side. So, coordinate with the Owner when demolishing the HVAC equipment so the power source and electrical panel are kept intact and not demolished. All HVAC equipment is to otherwise be demolished and removed with the Pool Enclosure Room. The column base plates, anchor bolts, and or the lower portion of the column that is attached to the footing shall be removed. These can be cut off with a torch relatively close to the concrete surface, as the City will be hiring a concrete contractor to saw cut these 39 plus or minus locations and jack hammer out 3-4" of concrete depth and pour new concrete to match the level of the existing slab so a smooth pool deck will be obtained without a rough surface for the patrons.

There will be a Pre-Bid meeting on January 22, 2024 at 11:00 AM at the site. Try to attend this meeting, if at all possible. It is mandatory that every contractor submitting a proposal visit the site before submitting a bid. Every effort will be made to get a contractor access to the site at other times prior to bid but scheduling this in this short bid time frame can be problematic.

GENERAL SPECIFICATIONS & INSTRUCTIONS TO BIDDERS APPLICABLE TO ALL ITEMS

Attached is 2 documents:

- 1) Letter from SKA dated November 30, 2023.
- 2) Aerial view of structure from Google

1. Each bidder must submit a proposal on the blank form(s) provided. All proposals must be signed by a duly authorized individual. Proposals submitted on other forms will not be accepted. Proposals will be read on the date and hour as stated in the office of the Purchasing Director, Municipal Building Annex, and 237 W. Maple Ave., Burlington, North Carolina. Bidders or their authorized agents are invited to be present. Any proposal received after the date and hour specified, will not be accepted or considered.

2. Bidders may submit with their proposals, manufacturer's specifications, illustrations, and descriptive literature of the product proposed to be furnished. If the product proposed does not meet specifications as written the variations must be described in detail and attached to the proposal
3. TAXES: The City of Burlington is exempt from federal excise tax, including the federal transportation tax. The City pays all sales tax but this amount must be listed as a separate item.
4. The City reserves the right to reject any or all proposals, waive technicalities, and to be the sole judge of suitability of the product for the use by the City for intended purposes. Factors to be considered in awarding the proposal will be price, quality, history of satisfactory performance, time required to make delivery and the availability of item offered. The contract will be awarded after evaluation of all proposals has been made. In the interest of suitability to the City's needs and/or economy; equipment or furnishings other than the cheapest in price may be selected. The City of Burlington shall have a period of thirty (30) days after the opening of proposals to make the award and may award in total or by line item, whichever is in the best interest of the City.
5. The specifications enclosed are intended to obtain competitive proposals. Any reference to brand names is strictly for denoting the type and quality of item desired, and is not done to limit or restrict the proposals.
6. Any corrections or errors found in the specifications must be submitted in writing and mailed to the attention of the Purchasing Director prior to the opening of proposals. Any deviations from the specifications must be in writing and submitted as part of the proposal. Any addenda to these proposal documents shall be issued in writing; no oral statements, explanations or commitments by whosoever made shall be of any effect unless incorporated in the addenda.
7. No bid deposit is required with this proposal. The City of Burlington has waived this requirement as allowed by N.C. General Statutes.
8. No Federal Excise Tax is to be included as the City of Burlington is exempt under federal laws and will furnish proper exemption certificate or number upon request. In computing freight, federal transportation tax is not to be included as the City of Burlington is exempt. North Carolina state and local taxes are applicable, but must be shown separate from the item(s) being quoted
9. Pursuant to the provisions of G.S. 143-54 under penalty of perjury, the signer of the proposal certifies this proposal has not been arrived at collusively or otherwise in violation of Federal or North Carolina Antitrust laws. The owner or an officer of the firm must sign all proposals.
10. By signing this proposal form the contractor affirms that they are registered with and participates in the Federal work authorization program, E-Verify as it relates to their company and mandated by law in North Carolina by G.S. 160-20.1

11. **PROPOSAL/SUBMITTAL FORMAT:** The material should be in sequence and related to the RFP. The sections of the submittal should be tabbed, clearly identifiable and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, and the Offeror's response to the Evaluation Criteria including the completed Price Page. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.
12. **PUBLIC RECORD:** All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record when opened.
13. **DISCUSSIONS:** The City reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.
14. **VENDOR APPLICATION:** Prior to the award of a Contract, the successful offeror shall register with the City's Purchasing Division. Registration can be completed at: <http://burlingtonnc.gov/2017/Vendor-Registration>
15. **CONTRACT AMENDMENTS:** This Contract shall be modified only by a written contract amendment signed by the City's Purchasing Agent and persons duly authorized to enter into contracts on behalf of the Contractor.
16. **CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Purchasing Agent, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Burlington and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.
17. **PAYMENT:** Progress payments, when requested, will be made after the City receives a detailed invoice and confirmation that the work has been performed to the specifications required for the requested payment.
18. **FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition. If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this

article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

19. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the City of Burlington, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.
20. **INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose. The Contractor shall not be entitled to compensation in the form of salaries, paid vacation or sick days by the City. The City of Burlington will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses.
21. **INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.
22. **LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
23. **PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Purchasing Agent. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.
24. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or

otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.

25. **RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.
26. **SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Purchasing Agent. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.
27. **SAFETY:** Contractor shall at all times enforce by adequate supervision and training of supervisory personnel a safe working environment for all employees including the supervision of all services which relate to the general safety and welfare of any persons exposed to the services performed under this Contract by Contractor. Contractor agrees to fully cooperate with the City in any employee and public safety program sponsored by the City. Contractor agrees to conduct all of its operations with due diligence and care for the safety of all persons at all times.
28. **SITE INVESTIGATION:** The contractor acknowledges that he has investigated and satisfied himself as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during the prosecution of the work. The contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site. Any failure by the contractor to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work. The City assumes no responsibility for any conclusions or interpretations made by the contractor on the basis of the information made available by the City.
29. **CONFLICT OF INTEREST:** Contractor shall be prohibited from proposing on this RFP if Contractor has attempted or made contact with any elected or non- elected City Official in an attempt to influence the award of this RFP or alter it in any manner. Future conflicts shall be grounds for contract default.
30. **LIQUIDATED DAMAGES:** From the nature of the services to be rendered, the Contractor and City agree that it is extremely difficult to fix actual damages, which may result from failure on the part of the Contractor to

perform certain obligations and to determine the resulting loss to the City. Therefore at the election of the City, for acts, or failure to act, as described in this section, the Contractors liability should be limited to, and fixed at, the sums stated, as liquidated damages and not a penalty, which sums the parties acknowledge to be reasonable estimates of the damages the City would suffer; provided however, that with respect to breaches other than the types described in this section, the City may pursue any other remedy available by law or equity, this or including, without limitations, the termination of contract.

31. **TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination. The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

32. INSURANCE

Certificates for Workers Compensation, General Liability and Vehicle/Equipment Insurance will be required and submitted as part of the proposal package. The Contractor, at its own expense, shall keep in force and at all times maintain during the Agreement:

<u>Insurance Type</u>	<u>Each Occurrence</u>	<u>Aggregate</u>
<u>General Liability</u>		
Bodily Injury & Property Damage Combined Single Limit	\$1,000,000	\$3,000,000
<u>Automobile Liability</u>		
Bodily Injury & Property Damage Combined Single Limit	\$1,000,000	
<u>Owners Protective Liability or Project Specific Aggregate</u>		
Bodily Injury & Property Damage Combined Single Limit	\$1,000,000	\$3,000,000
<u>Excess Liability</u>	\$5,000,000	\$10,000,000

The City of Burlington must be named as an additional named insured on the Contractor's insurance policy.

The following statement must be on the certificate of insurance: a blanket waiver of subrogation shall apply in favor of the City of Burlington and all additional insured's as required by contract.

Workers' Compensation Coverage

Full and complete Worker's Compensation Coverage, as required by the State of North Carolina, shall be required.

PROPOSAL EVALUATION REQUIREMENTS

I. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

- Qualifications & Experience of Firm and Personnel
- Price Proposal
- Time frame to complete the work

II. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at a minimum, the following:

A. Qualifications & Experience of Firm and Personnel

- 1) Provide a brief history of your firm, including addresses for all locations and years in business.
- 2) Identify the key individuals that would be committed to this program.
- 3) Identify six (6) references for which similar work has been performed, including the name of the contract, contact name and telephone number, type of operation.
- 4) Identify any subcontractors, if any, you might propose to use in the operation and their specific qualifications.
- 5) Has your firm or individual employees been involved in any lawsuits involving work performed? If yes, please give details of these lawsuits.

B. Price Proposal

1. The price page included herein shall indicate the Offeror's fee for the proposed work.

C. Time Frame to Complete Work

1. Please list the time to complete the initial work after receiving the notice to proceed.

III GENERAL

A. Interviews:

The City reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview process.

C. Additional Investigations:

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.

PRICE PAGE

The price page shall indicate the Offeror's fee for the proposed work in total.

Price for base bid work

Base Bid Total \$ _____

NC Sales Tax \$ _____

Total \$ _____

Alternate #1 \$ _____ Provide canvas or otherwise durable cover over the existing pool water area, that is stretched adequately to keep small items from entering the pool water.

Company Name: _____

By: _____

Title: _____

Signature of person authorized to sign: _____

Company Address

_____ Contact #: _____

_____ Fax #: _____

_____ Email: _____

REFERENCE SHEET

1. Contact Name: _____

Contact phone number: _____

Business name: _____

2. Contact Name: _____

Contact phone number: _____

Business name: _____

3. Contact Name: _____

Contact phone number: _____

Business name: _____

4. Contact Name: _____

Contact phone number: _____

Business name: _____

5. Contact Name: _____

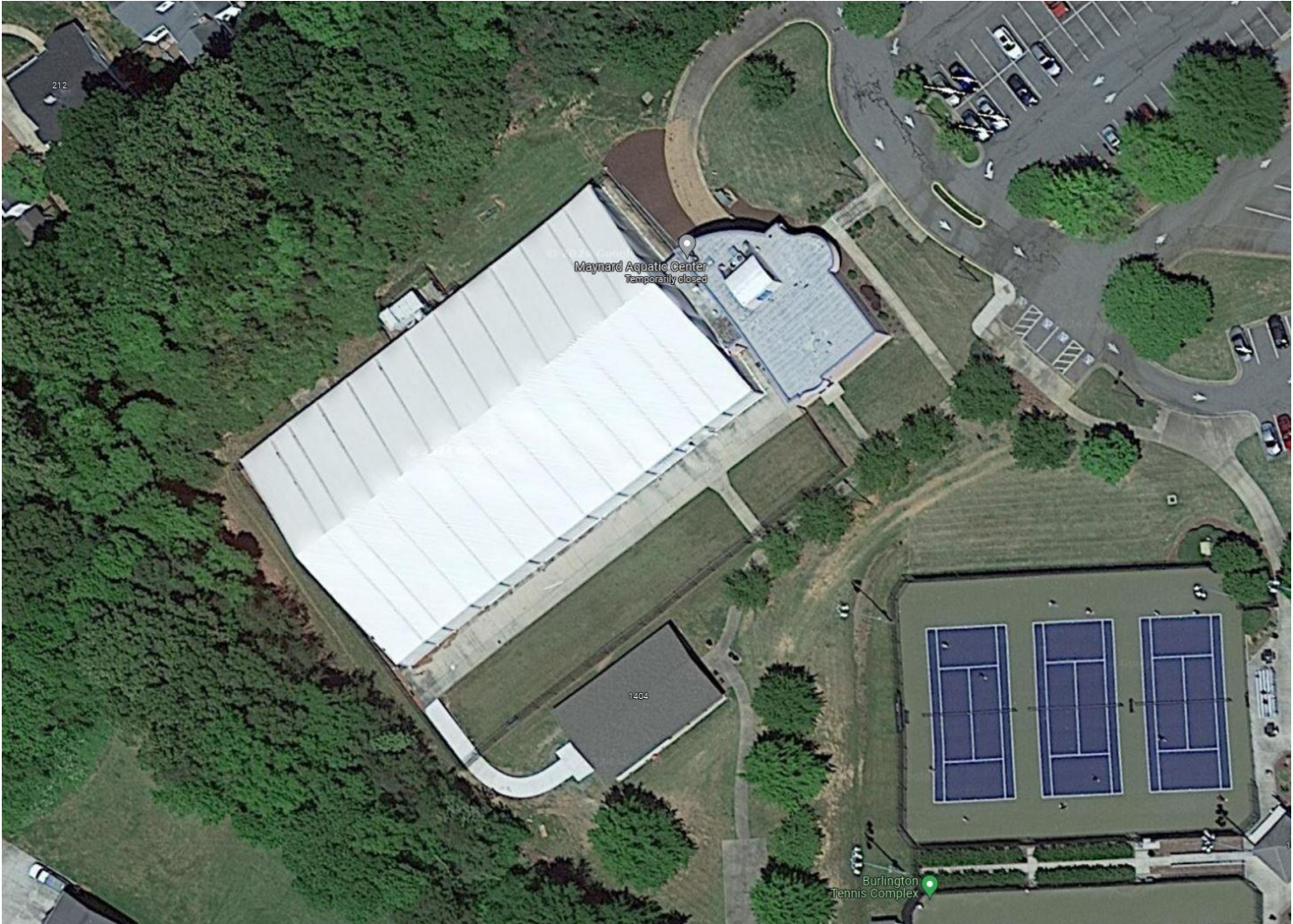
Contact phone number: _____

Business name: _____

6. Contact Name: _____

Contact phone number: _____

Business name: _____



November 30, 2023

City of Burlington
425 S Lexington Avenue
P.O. Box 1358
Burlington, NC 27216

Attention: Mr. Fred Patrick
Capital Projects Manager
via email: fpatrick@burlingtonnc.gov

Reference: **Potentially Dangerous Structural Conditions: Recommended Closure
City of Burlington Maynard Aquatic Center: Pool Enclosure Room
1402 Overbrook Road
Burlington, North Carolina
SKA Pro No. 2023-012-334**

Dear Mr. Patrick:

As authorized under SKA proposal 2023-012-334, David Tepke, PE of SKA Consulting Engineers, Inc. (SKA) attended a site meeting on the morning of November 30, 2023, at the Maynard Aquatic Center Pool Enclosure Room. Also in attendance at the meeting were Mr. Fred Patrick, PE, Ms. Sam Karlson, and Mr. Casey Goral of the City of Burlington (COB), and Mr. Allen Conway of Metallurgical Technologies, Inc. (MTI)

The purpose of the meeting was to review reported corrosion of structural stainless-steel truss components. Mr. Conway provided context regarding the MTI testing and produced samples referenced in reports for review.

Based on the information reported by others, information communicated to SKA during the site meeting, and our observations on site, SKA is providing this letter to inform COB of potentially dangerous structural conditions associated with corrosion of structural stainless-steel cables and accessories in the roof truss system. Stress corrosion cracking, such as that identified by MTI through their October 26, 2023, report, can lead to sudden, brittle failures of highly stressed stainless-steel structural components. Note that support systems for HVAC and other accessories may require correction, and structural steel columns and truss members are sheathed and concealed and condition of these is less known.



SKA recommends that the Pool Enclosure Room (the enclosed room comprising the pool and associated decking) at the subject location not be used by the public (or others unless in a controlled manner) until such time that all interior stainless steel cables, turnbuckles, crimps and other stainless steel accessories that form a part of the roof system are replaced with an appropriate alloy, or sufficient additional testing can be conducted to confirm which components may remain for limited time use. SKA also recommends that the structural system and others support conditions be reviewed to determine if other structural components require correction before further use of the structure. Given the nature of the reported stainless-steel alloys and the current exposure within the pool area, it should be expected that deterioration of structural roof components and support components will continue to occur.

Additional Background Information

The following reports were briefly reviewed prior to the site meeting:

1. May 13, 2011, Corrosion Evaluation Report by Metallurgical Technologies, Inc., P.A.
2. December 17, 2021, Aquatic Facility Assessment Report by Mosely Architects.
3. October 26, 2023, Investigation of Corrosion Report by Metallurgical Technologies, Inc.

A summary of some relevant background information from reports follows:

- The pre-engineered fabric truss structure at the pool enclosure room was constructed circa 2007 and included stainless steel components.
- A corrosion assessment conducted by MTI in 2011 identified pitting and intergranular corrosion of stainless-steel components. The report recommended use of more corrosion-resistant alloys.
- At least one stainless-steel component failed circa 2018. SKA understands that pool room was deemed unsafe at the time by an Engineer retained by COB. Stainless-steel structural components (turnbuckles, clevises, cables, etc.) that were the subject of the concern reportedly were replaced with those of the same stainless-steel alloy used during original construction.
- A December 17, 2021, facility assessment report by Mosely Architects summarized previous actions and conditions associated with stainless steel



components and indicated: ***“the lifespan of the replaced components are now nearing their end of life”.***

- A 2023 corrosion assessment by MTI identified pitting corrosion and stress corrosion cracking in stainless-steel structural components and identified the alloys as either Type 304/304L or Type 316/316L austenitic stainless steel. **The evaluation indicated that “the observed SCC damage appeared to extend completely through the examined tension cable crimps at some locations.”**
- There are reported humidity issues, dehumidification concerns and HVAC air distribution concerns.

Additional Discussion

Stress corrosion cracking (SCC) of highly stressed structural stainless-steel components in a pool environment is a very serious condition that can have critical structural and safety consequences and requires immediate attention. The severity of SCC indicated in the 2023 MTI report gives cause for SKA to have serious structural concerns. Based on the information provided, SKA recommends that the pool enclosure room be closed to the public (and others unless done in a controlled manner) until conditions can be addressed.

Qualifications:

1. Components were reviewed from the ground. The subject of this letter is limited to the structural truss roof system and does not include any other components or members. Conclusions have been made based on the cursory review, information communicated on site and information in reports prepared by others.
2. A visual review is inherently limited and does not definitively confirm the integrity and condition of the entirety of all building systems. Serious conditions and/or deterioration may be occurring that were not observed within the limits of this review.
3. Deterioration of building components is an ongoing process. SKA specifically disclaims any/all responsibility for conditions and future occurrences (including costs, damage, losses, injuries, and loss of life) related to elements and conditions that were not accessible, or due to failure to promptly implement the recommendations of SKA.



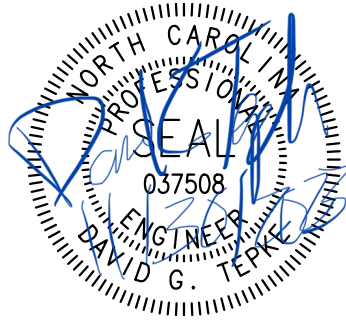
4. SKA reserves the right to alter our opinions, recommendations, findings, or conclusions in the event that new information is discovered subsequent to this review and/or information provided that contradicts previous reports.

Please contact me at 843-900-8108 with any questions.

Sincerely,

SKA CONSULTING ENGINEERS, INC.

David G. Tepke, PE
Principal Engineer, Charleston, SC Office
AMPP/NACE Certified Corrosion Specialist



cc: Mr. Casey Goral, City of Burlington (cgural@burlingtonnc.gov)
Ms. Sam Karlson, City of Burlington (skarlson@burlingtonnc.gov)
Mr. Allen Conway, Metallurgical Technologies, Inc. (aconway@rimkus.com)
Mr. Aaron Bopp, PE, SKA Consulting Engineers, Inc. (abbopp@skaeng.com)