

BID #WG19-04 SPECIFICATIONS

All workmen and equipment shall be furnished by the Contractor.

No bid may be withdrawn for a period of thirty (30) days following the bid opening unless approved by the Baldwin County Commission, Bay Minette, Alabama.

PREPARATION OF BIDS

Forms furnished, or copies thereof shall be used and strict compliance with requirement of the invitation, these instructions and the general specifications for the project are necessary. Special care should be exercised in the preparation of bids. Bidders must make their own estimates of the structure and difficulties attending the proposed contract, including local conditions uncertainty of weather, quantities and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper blank spaces in the bid and quantity forms shall be suitably filled in.

BIDS FOR ALL OR PART

The County reserves the right of awarding the contract in whole or in part, according to the best interest of the County.

AWARD

Award will be made to the lowest responsible bidders meeting. Quality, conformity with specifications, service and experience are among the factors that will be considered in determining the responsive bidder.

BIDDERS QUALIFICATIONS

The County may make such investigations as they deem necessary to determine the ability of the bidders to furnish all materials, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted, or investigation of such bidder, fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to furnish all materials contemplated therein. Conditional bids will not be accepted.

“ALABAMA GENERAL CONTRACTORS LICENSE NUMBER MUST BE CLEARLY LISTED ON THE OUTSIDE OF THE VENDOR BID ENVELOPE”

LAWS AND REGULATIONS

The bidder’s attention is directed to the fact that all applicable state laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds must file with each bond a certified and effectively dated copy of their power of attorney.

PERFORMANCE BOND

A Performance Bond in one-hundred percent (100%) of the total amount of the project will be provided prior to any work beginning. The Contractor must furnish to the County at the time of the signing of the contract a certificate of insurance coverage as provided in the specifications. Bidder(s) must have a Contractor's License issued by the Alabama State Licensing Board for General Contractors under the provision of Title 34, Chapter 8, Code of Alabama. Bidder(s) shall submit a copy of license.

TRAFFIC CONTROL, SAFETY ITEMS

Contractor shall erect all warning signs, and provide the appropriate personnel, if required, and all other items required to safely handle traffic through work area. Traffic Control Devices shall be provided by the Contractor. Traffic Control Devices provided must comply with MUTCD.

CONTRACTORS AND SUBCONTRACTORS AND INSURANCE

The Contractor shall not commence work under this contract until all the required insurance has been obtained by Contractor and approved by the County. Nor shall the Contractor allow any Subcontractor to commence work on his subcontract until the insurance required of the Subcontractor has been so obtained and approved.

COMPENSATION INSURANCE

Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance for all of his employees to be engaged in work on the project under his contract, and, in case of any such work sublet, the Contractor shall require the Subcontractor similarly, to provide Workmen's compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case a class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate employer's general liability insurance for the protection of such of his employees as are not otherwise protected. The Baldwin County Commission, its Departments and its employees shall be named as additional insured.

CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The Contractor shall procure and shall maintain during the life of this contract a Comprehensive Liability Policy providing bodily injury and property damage coverage on an occurrence basis including damages arising from blasting explosion or collapse, mechanical equipment digging in streets or highways, and including completed operations, independent contractors and contractual general liability. Insurance shall be contractual general liability \$500,000.00 per occurrence bodily injury and property damage; \$5,000 per person medical payments or medical expense; \$500,000.00 per occurrence bodily injury and property damage; \$5,000 per person medical payments or medical expense; \$500,000.00 personal and advertising injury; \$50,000.00 fire damage (any one firm); \$1,000,000.00. The Baldwin County Commission, its Departments and its employees shall be named as additional insured.

The Contractor agrees to maintain such coverage as is required in this section for a period of one (1) year from the date of acceptance of the work by the County or at the date of the final amounts owed the Contractor by the County, whichever occurs first.

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

The Contractor agrees to carry a Comprehensive Automobile Liability Policy providing bodily injury liability on an occurrence basis and providing property damage liability on an accident basis. This policy shall protect the Contractor against all liability arising out of the use of automobiles, both private, passenger and commercial, regardless of whether such vehicles shall be owned by the Contractor, owned by others or hired. Limits of liability for Comprehensive Automobile Liability Insurance shall be \$1,000,000.00 combined single limit bodily injury and property damage each occurrence. The Baldwin County Commission, its departments and its employees shall be named as additional insured.

COUNTY'S PROTECTIVE LIABILITY INSURANCE

The Contractor shall at his expense provide County's protective Liability policies issued in the names of the County and its departments covering their liability for operation of the Contractor. These policies shall provide limits of liability in the amount of \$1,000,000.00 per occurrence bodily injury and property damage, \$1,000,000.00 aggregate.

HOLD HARMLESS PROVISION

Provider shall indemnify, defend and hold County and its Commissioners, affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration of this Contract.

SUBCONTRACTOR'S PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE

The Contractor shall require each of his Subcontractors to produce and maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance of the type specified in the above paragraph hereof, in amounts approved by the County.

Three (3) executed copies of each subsequent endorsement affecting the coverage of policies and of each cancellation shall be forwarded to the County.

SAFETY STANDARDS AND ACCIDENT PREVENTION

With respect to all work performed under this Contract, the Contractor shall:
Comply with the safety standards provisions of applicable laws, building and construction codes as required by the Associated General Contractors of America, and the requirements of OSHA (Occupational Safety and Health Act). Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property. The Contractor shall furnish and maintain sufficient and adequate danger signals, lights, barriers, etc., as necessary to prevent accidents and to protect the work site. These items are Considered incidental and are considered as part of the Contract.

TIME OF COMPLETION

Work shall begin within fifteen (15) days after award of contract, or as soon as weather conditions permit, unless otherwise notified.

Projects must be completed within **ninety (90) days** of notification to proceed. Unless work is hampered by long periods of inclement weather, or by due proof of material unavailability, the Baldwin County Commission will assess a penalty in the amount of 1/2 of 1% of the total contract for each normal work week beyond the agreed completion date. Substantial Completion shall occur on the Date of Manufacturer's Punch List. Project shall be complete after receipt of Manufacturer's Warranty.

PROTECTION

- 1) Protect the completed roof system as required in order that the design criteria are met.
- 2) Protect all adjacent surfaces from possible spillage, marring or staining in the process of installation.

GUARANTEE

Contractor will provide a two (2) year Water Tightness Warranty covering labor by the Contractor on work as specified, which shall commence from the date of acceptance. This guarantee shall cover any and all defects in the workmanship. This warranty is exclusive of:

- 1) Physical damage by the Owner and/or other trades.
- 2) "Acts of God" - fire, civil commotion, natural catastrophes or vandalism.

CLEANUP

Accumulated debris shall be removed periodically to assure maximum safety and sanitation at all times. At the time of completion, the Contractor shall remove all excess material and debris from the site and leave all roof surfaces free from accumulations of dirt, debris and other extraneous materials.

FINAL PAYMENT

The Contractor, immediately after the completion of the contract, shall give notice of said completion by an advertisement in some newspaper of general circulation in the local area, for a period of four (4) successive weeks. Proof of publication of said notice shall be made by the Contractor to the County, by affidavit of the publisher and a printed copy of the notice published. The advertisement of completion shall provide that any person having claims for labor and/or materials are requested to file notice of such claims with the County. The final payment shall not be made upon the contract until the expiration of 30 days after the completion of the notice and including all necessary cleanup, and the Baldwin County Commission receives written verification of completion and intent to warranty job, by the Manufacturing Company.

COORDINATION WITH BALDWIN COUNTY CORRECTIONS CENTER

The Contact person for the Baldwin County Commission will be Wanda Gautney, at (251) 580-2520.

DRAWINGS

The drawings are attached.

PROJECT MANUAL

FOR

BALDWIN COUNTY COMMISSION

“ROBERTSDALE SHERIFF’S INVESTIGATION BUILDING ROOF REPLACEMENT”

LABOR AND INCIDENTAL MATERIALS CONTRACT

BALDWIN COUNTY COMMISSION
312 COURTHOUSE SQUARE
BAY MINETTE, AL. 36507

PROJECT MANUAL
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SECTION 0400

BID FORM

PROJECT IDENTIFICATION: "Robertsdale Sherriff's Investigation Bldg. Roof Repairs"
BID TO: Baldwin County Commission

BID FROM: _____

1. The undersigned BIDDER agrees to enter into an agreement with OWNER, in the form included in the Bidding Documents, to perform and furnish the Work as specified for the Bid Price and within the Bid Times indicated.
2. In submitting this Bid, BIDDER represents, per Agreement, that:
 - a. This Bid will remain subject to acceptance for 30 days after the day of Bid opening;
 - B. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of OWNER'S Notice of Award;
 - c. BIDDER has recieved the following Addenda receipt of which is hereby acknowledged;

Date	Number
_____	_____
_____	_____

3. BASE BID \$ _____
Reroof

4. UNIT PRICING

a. Replace decking, SF \$ _____

b. Replace deteriorated fascia board \$ _____
PT, match existing dimension. BF

6. SUBMITTED BY: _____, on _____, 2018

7. COMPANY NAME: _____

SECTION 01360 - QC SUBMITTALS; MANUFACTURER SITE REVIEW

Description: Factory Mutual, IBC Code and Watertightness-Warranty DESIGN compliance document from Roof System Manufacturer, copy provided to Owner and Contractor.

- 1. Owner: _____
- 2. Project: _____
- 3. Manufacturer: _____
- 4. Contractor _____
- 5. Definitions:

- a. "Substrate": Any surface the new Roof System is applied to, including existing structural members, deck, perimeter nailers, and masonry walls.
 - b. "Roof System": The complete roof including Sheet Metal Trim, Metal Panels, Clips, Sealants, Fasteners, Underlayments, and Insulations.
- 6. SUBSTRATE: We have reviewed existing Substrates and have provided Contractor with the preparation and attachment information necessary for Roof System application to SUBSTRATE in accordance with Factory Mutual, IBC Code, and Watertightness-Warranty requirements.
 - 7. ROOF DESIGN: We have provided the Contractor with ROOF DESIGN for Roof System compliance with Factory Mutual, IBC Code and Watertightness-Warranty requirements.
 - 8. SHEET METAL DETAILS: We have provided the Contractor with SHEET METAL DETAILS necessary for Roof System compliance with Factory Mutual, IBC Code and Watertightness-Warranty requirements.

Having binding authority upon Manufacturer issuing warranty, I have reviewed Substrate, Roof Design, and Sheet Metal Details, and hereby CERTIFY their compliance with performance requirements of IBC Chapter 15 and our Warranty.

Sincerely,

Manufacturer Representative PRINT NAME

Date

Manufacturer Representative SIGNATURE

SECTION 07410 - STANDING SEAM ROOF PANEL REPAIRS

PART I GENERAL

1.1 SCOPE OF WORK.

- A. Work described in this section includes pre-formed metal roofing system complete with panels, clips, perimeter trim flashing and penetration flashing,

1.2 RELATED SECTIONS.

- A. N/a

1.3 REFERENCE STANDARDS.

- A. American Iron and Steel Institute (AISI):
1996 Ed. Specification for the Design of Cold-Formed Steel Structural Members.
- B. American Society of Civil Engineers (ASCE):
ASCE 7-98 Minimum Design Loads for Buildings and Other Structures.
- C. American Society for Testing and Materials (ASTM):
 - 1. A792-96 Specification for Steel Sheet, 55% Aluminum-Zinc Alloy-Coated by the Hot-Dip Process.
 - 2. B209-96 Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
 - 3. D1056-91 Specification for Flexible Cellular Materials - Sponge or Expanded Rubber.
 - 4. D3575-84 Test Methods for Flexible Cellular Materials made from Olefin Polymers.
 - 5. E283-93 Standard Test Method for Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen.
 - 6. E331-86 Standard Test Method for Water Penetration of Exterior Windows, Curtain Walls, and Doors by Uniform Static Air Pressure Difference.
 - 7. E1592-95 Standard Test Method for Structural Performance of Sheet Metal Roof and Siding Systems by Uniform Static Air Pressure Difference.

8. E1646-95 Standard Test Method for Water Penetration of Exterior Metal Roof Panel Systems by Uniform Static Air Pressure Difference.
 9. E1680-95 Standard Test Method for Rate of Air Leakage Through Exterior Metal Roof Panel Systems.
- D. Sheet Metal and Air Conditioning Contractors National Association (SMACNA):
1993 Architectural Sheet Metal Manual, 5th edition.
- E. Underwriters' Laboratories (UL):
1. UL-263 Fire Tests of Building Constructions and Materials.
 2. UL-580 Tests for Uplift Resistance of Roof Assemblies.
 3. UL-790 Tests for Fire Resistance of Roof Covering Materials.

1.4 SUBMITTALS.

- A. Submit Section 01360 Manufacturer's QC Submittal per International Building Code (IBC), Chapter 15, Section 1504, ASCE 7 reviewed by the roofing system manufacturer's State-licensed structural engineer, for Roof System and Perimeter Sheet Metal.
- B. Submit sample of Manufacturer's 30 year, single-source, labor and materials warranty.
- C. Submit Manufacturer's certification that it is in compliance with Section 3.1 and will issue the requested Warranty for the specified Scopes of Work for each individual section.
- D. Shop Drawings: Show roofing system with flashings and accessories in plan, sections and details. Include metal thickness' and finishes, panel lengths, joining details, anchorage details, flashings and special fabrication provisions for termination and penetrations; thermal expansion provisions and special supports. Indicate relationships with adjacent and interfacing work. Indicate fastener types and spacing; and provide fastener pullout values. Shop drawings must be completed by the metal panel manufacturer's engineering department. Any and/or all changes recommended by the successful bidder must be approved by the manufacturer in writing prior to submittal.
- E. Product Data: Include manufacturer's detailed material and system description, sealant and closure installation instructions, engineering performance data and finish specifications. Indicate fastener types and spacing; and required fastener pullout values.

- F. Design Loads: Submit copy of manufacturer's minimum design load calculations according to ASCE 7, Method 2 for Components and Cladding. Design load calculations shall be reviewed by a registered professional engineer employed by the system manufacturer as a full-time staff engineer.
- G. Design Test Reports: Provide certified test reports from an independent testing laboratory that bear the seal of a registered professional engineer to show compliance with the performance criteria specified in section 1.9. Each of the following test reports must be submitted:
1. ASTM E1592-95: Test results must clearly demonstrate compliance with the following requirements:
 - a. The ultimate test failure load shall be reduced by the safety factor specified in section 1.9 to determine the **allowable working load** for the panel system.
 - b. The proposed system has been tested to insure that the **allowable working load** of the panel system meets or exceeds the specified negative wind uplift pressures listed in section 1.9 of this specification for all roof zones.
 - c. The test results are applicable for the panel material, grade, thickness, width, and profile specified. Results are not applicable for systems that are thinner, wider, lower grade, or different material/profile than the system which was tested.
 - d. The results must clearly show that the allowable clip spacing meets or exceeds the requirements specified in section 3.2 C for all roof areas. Clip spacing shall not be reduced for any roof zone from that which is specified.
 2. ASTM E283-93 & E331-86: Test results must clearly demonstrate compliance with the performance requirements specified in section 1.9.
 3. ASTM E1646-95 & E1680-95: Test results must clearly demonstrate compliance with the performance requirements specified in section 1.9. The differential test pressures must be equal to those specified in section 1.9.
 4. UL 580: The test report shall clearly show a rating of **Class 90** over the same substrate as specified for this project. The clip spacing as tested for UL approval must be in compliance with the required clip spacing specified for this project in section 3.2 C.

5. UL 790: The test report shall clearly show a rating of **Class A** roofing material.
 6. UL 263: The panel system shall clearly be shown as approved for use in an UL Construction Assembly which conforms to the construction of this project.
- H. Samples: Upon request, provide full scale samples of the following materials and system components. Samples shall be of identical material type, thickness, panel width, and material grade/alloy/temper as the system specified for this project. Except for item 2, samples may be of any of the manufacturer's standard colors.
1. Submit a 12" long by actual width sample of panel showing seam profile and stiffening mesas across the flat pan of the panel.
 2. Provide a 6" x 6" sample of the color selected for this project. The sample shall be the actual specified coating system on a metal substrate.
 3. Provide samples of actual system components, including: each type of anchor/clip required, head closure assembly, roll goods (if specified), bearing plates and/or framing (if specified).

1.5 ALTERNATE MANUFACTURERS.

- A. Basis for Design is Garland Company's "RmerSpan" Standing Seam Roof Panel.
- B. Alternate Manufacturers: Bidders wishing to propose an alternate manufacturer shall submit the following information for review at least 10 business days prior to bid opening:
1. Direct all requests for Substitutions to:
LA Research & Engineering
Attention: Albert McEachern Jr. P.E.
(251) 653-9009
AMcE2000@aol.com
5815 I-10 Industrial Parkway South
Theodore, AL 36582
 2. Submit each item listed in section 1.4 (A through H) for evaluation of the proposed system. Complete project shop drawings for a similar project may be submitted in lieu of shop drawings for this project.
 3. Tests shall have been made for identical systems within the ranges of specified performance criteria.

4. A list of a minimum of five (5) jobs where the proposed alternate material was used under similar conditions. The reference list shall include date of project, size of project, project address, and telephone number of architect/owner contact.
5. A financial statement demonstrating a current ratio of 3:1 (current assets to current liabilities).
6. A written statement from the manufacturer stating that they will provide the building owner with site inspections three days per week, for a minimum of one (1) hour per day by an experienced, full time employee of the company.
7. Sample panel and color showing profile and finish matching existing.

1.6 INSTALLER QUALIFICATIONS.

- A. Engage an experienced metal roofing contractor (erector) to install standing seam system who has a minimum of three (3) years experience specializing in the installation of structural standing seam metal roof systems.
- B. Contractor must be certified by manufacturer specified as supplier of structural standing seam system and obtain written certification from manufacturer that installer is approved for installation of specified system. If requested, contractor must supply owner with a copy of this certification.
- C. Successful contractor is required to maintain a full-time supervisor/foreman who is on the job-site at all times during installation of new roof system. Foreman must have a minimum of five (5) years experience with the installation of system similar to that specified.
- D. Successful contractor must obtain all components of roof system from a single manufacturer including any roll good materials if required. Any secondary products that are required which cannot be supplied by the specified manufacturer must be recommended and approved in writing by primary manufacturer prior to bidding.
- E. If required, fabricator/installer shall submit work experience and evidence of adequate financial responsibility. The owners representative reserves the right to inspect fabrication facilities in determining qualifications.

1.7 DELIVERY, STORAGE, AND HANDLING.

- A. Manufacturer's responsibility:
 1. Protect components during fabrication and packing from mechanical abuse, stains, discoloration, and corrosion.

2. Provide protective interleaving between contact areas of exposed surfaces to prevent abrasion during shipment, storage, and handling.
- B. Installer's responsibility:
1. Store materials off ground providing for drainage; under cover providing for air circulation; and protected from wind movement, foreign material contamination, mechanical damage, cement, lime or other corrosive substances.
 2. Handle materials to prevent damage to surfaces, edges and ends of roofing sheets and sheet metal items. Damaged material shall be rejected and removed from the site.
 3. Protect panels from wind-related damages.
 4. Inspect materials upon delivery. Reject and remove physically damaged or marred material from project site.

1.8 JOB CONDITIONS.

- A. Determine that work of other trades will not hamper or conflict with necessary fabrication and storage requirements for pre-formed metal roofing system.
- B. Protection:
1. Provide protection or avoid traffic on completed roof surfaces.
 2. Do not overload roof with stored materials.
 3. Support no roof-mounted equipment directly on roofing system.
- C. Ascertain that work of other trades which penetrates the roof or is to be made watertight by the roof is in place and approved prior to installation of roofing.

1.9 MANUFACTURER'S INSPECTIONS

- A. When the project is in progress, the Roofing System Manufacturer will provide the following:
1. Keep the Architect informed as to the progress and quality of the work observed.
 2. Provide job site inspections a minimum of three days per week, with written inspection reports of observations.

3. Report to the Architect in writing, any failure or refusal of the Contractor to correct unacceptable practices called to the Contractor's attention.
4. Confirm, after completion of the project and based on manufacturer's observations and tests, that manufacturer has observed no application procedures in conflict with the specifications other than those that may have been previously reported and corrected.
5. All associated cost for roof system manufacturer's supervision as described into this section shall be incurred by Contractor and shall be represented in base bid.
6. Manufacturer's inspector shall be an employee of the manufacturer having legal binding authority, and shall not be a third party.
7. Manufacturer's inspections and the conditions observed, shall in no way be excluded from the Warranty coverage.

1.10 WARRANTIES.

- A. Owner shall receive ONE (1) WARRANTY from manufacturer of roof panels covering ALL of the following criteria. Multiple warranties are NOT acceptable.
 1. Weathertightness Warranty: 30 year weathertightness warranty from a single manufacturer, for entire installation (clips, panels, curbs, boots, flashing, counterflashing, and trim).
 2. Finish Warranty: 20 year paint-finish warranty from a single manufacturer, against blistering, peeling, cracking, flaking, and chalking, for all roof components including touch-up paint, panels, curbs, flashing, counterflashing, and trim.
 3. 20 year material coverage.
 4. Installer shall provide manufacturer with 2 year warranty covering roofing system installation and watertightness.
 5. ONE manufacturer shall provide a single warranty for new standing seam roof areas, and transitions between new and old roof sections.
 6. Warranty shall cover (does not exclude) installer's workmanship.
 7. Warranty shall cover (does not exclude) roof design.
 8. Warranty shall commence on date of Substantial Completion.

9. Warranty shall not be prorated.

PART II PRODUCTS

2.1 STANDING SEAM ROOFING SYSTEM.

- A. Materials.
 1. Panel material: 22 ga., Galvalume steel, type AZ-55 smooth as per ASTM A792-96.
 2. Flashing and flat stock material: Fabricate in profiles indicated on drawings of same material, thickness, and finish as roof system, unless indicated otherwise.
- B. Finish on surfaces:
 1. Exposed surfaces for coated panels :
 - a. Two coat coil applied, baked-on full-strength (70% resin) fluorocarbon coating system (polyvinylidene fluoride, PVF2), applied by manufacturer's approved applicator.
 - b. Coating system shall provide nominal 1.0 mil dry film thickness, consisting of primer and color coat.
 - c. Color shall be GARLAND Standard Color, matching existing finish.
 2. Unexposed surfaces for coated panels shall be baked-on polyester coating with .20 - .30 dry film thickness (TDF).
- C. Characteristics:
 1. Fabrication: Panels shall be factory roll-formed from specified metal. Field rolled panels will not be allowed.
 2. Configuration: Interlocking standing seams incorporating concealed anchor clips allowing thermal movement. Snap-on separate seam caps are not acceptable. **MATCHING EXISTING PROFILE.**
 3. Seam shall have a factory applied hot melt sealant bead. Sealant shall be a SIS (Styrene-Isoprene-Styrene) block copolymer type thermoplastic rubber adhesive, non-fatigue water barrier.

4. Panel and clip shall be designed to prevent clip contact with the seam sealant, so that normal expansion and contraction of panel will not cause damage to integrity of the seal. Systems with contact between clip and sealant will not be allowed.
5. Panel shall have an internal gutter/anti-siphon feature on the male leg as additional protection against water infiltration.
6. Profile of panel-pan shall matching existing profile.
7. A 3/8" high clearance between the panel and substrate is required to properly vent the system.
8. Standing Seam Panel Width: per Manufacturer's Section 01360a and 1360b.
9. Panel clips: Clips shall be minimum 18 gauge, galvanized steel designed to allow for **unlimited** thermal movement of the panel in each direction along the longitudinal dimension. Two-piece clips are not acceptable.

D. Accessories.

1. Gable anchor clips: 18 gauge, galvanized steel.
2. Fasteners:
 - a. Concealed fasteners: Corrosion resistant steel screws (zinc plated or equal) designed to meet structural loading requirements. The normal minimum screw size shall be #14.
 - b. Exposed fasteners: Series 410 stainless steel screws or 1/8" diameter stainless steel waterproof rivets. All exposed fasteners shall be factory painted to match the color of the standing seam panels.
3. Closures: Factory precut closed cell foam meeting ASTM D1056 and/or D3575, with metal trim matching panels when used at hip, ridge, jamb, and rake.
4. Provide all miscellaneous accessories for complete installation.

2.2 ACCESSORY PRODUCTS.

- A. Sealant:
 - 1. Acceptable product:
 - a. Concealed Application : PT1-707 or Bostik Chem-Calk butyl sealant or equal.
 - b. Exposed Application : General Electric Co., SILGLAZE II 2800 or equal.
 - 2. Colors: As selected by architect from sealant manufacturer's standard selection.
- B. Underlayment:
 - 1. Manufacturer's approved membrane.
- C. Insulation:
 - 1. Matching existing.
- D. Roof Hugger or equal; prepunched "Z" Purlins, retrofit over existing metal roof.
 - 1. Install minimum 18 gauge roof huggers, with engineering provided by manufacturer.

2.3 FABRICATION

- A. Shop fabricate metal roofing and flashing components to the maximum extent possible, forming metal work with clear, sharp, straight, and uniform bends and rises. Hem exposed edges of flashings.
- B. Form flashing components from full single width sheet in minimum 10'-0" sections. Provide shop fabricated, mitered corners, joined using closed end pop rivets and joint sealant.
- C. Fabricate roofing and related sheet metal work in accord with approved shop drawings and applicable standards.

PART III EXECUTION

3.1 EXAMINATION

- A. Perform spray test at dormer windows to determine extent of window leakage.**

PREPARATION.

- A. Manufacturer shall examine the alignment of building structure and substrate and provide contractor with recommended corrections of any objectionable warp, waves or buckles in the substrate before proceeding with installation of the pre-formed metal roofing.
- B. Manufacturer shall perform all investigation and design-review for existing substrates and constructions as necessary to ensure its proposed and installed roof systems are in compliance with Specification, Code and Warranty requirements.
- C. Pre-roofing conference: Prior to beginning metal roofing work, a pre-roofing conference shall be held to review work to be accomplished.
 - 1. Engineer, contractor, and metal roofing system manufacturer's representative and all other subcontractors who have equipment penetrating roof or whose work involves access to roof shall be present.

3.2 ROOFING AND FLASHING INSTALLATION.

- A. All details will be shown on manufacturer's shop drawings to successful bidder; install roofing and flashings in accordance with approved shop drawings and manufacturer's product data, within specified erection tolerances.
- B. Prepare roof for the installation of standing seam panels, including:
 - 1. Remove existing panels to structural substrate.
 - 2. Install all decking, framing, and/or furring members as indicated in this specification and Manufacturer's Forms 01360.
 - a. Valley Trim shall receive continuous 18 gauge x 36" wide backer plate.
 - b. Rooftop Equipment shall receive continuous 22 gauge matching finish Valley and Jamb Pans prior to panel installations around curbs, per Manufacturer's curb detail.

3. Replace any damaged insulation and vapor retarders with new, matching existing.
4. Install all underlayments and/or temporary water proofing materials as required in this specification and bid documents.

C. Dormer Demolition

1. Dormers indicated on drawing and associated structure shall be removed.
2. New 16 gauge steel Z purlins shall be installed per code requirements.
3. New 22 gauge steel deck shall be installed to the new Z purlins.
4. Prime underside of deck and install new spray-poyurethane foam minimum R 20 approximately 5” thickness shall be applied to the underside of new steel deck.
5. Install shims provided by new metal roof system manufacturer to ensure even plane across the dormer repair areas.

D. Dormer Wall Panels

1. Remove louver and framing to provide access to support wall.
2. Install steel stud framing minimum 22 gauge at 16” oc to fill in the louver.
3. Install new 22 ga Z channels at 24” oc.
4. Install new metal wall panels with 10 year watertightness warranty.
5. Apply spray-foam insulation minimum R20 to backside of wall panels.

E. Directly over the completed roof substrate, install one piece panel anchor clips. All anchor clips will be fastened into the structural roof substrate based on the following spacing pattern:

1. Manufacturer’s Wind Uplift Calculations per Section 01360.

F. Installation of Roof Panels:

1. Two stainless steel pop rivet shall be secured through the male panel leg and the panel clip located at the ridge of the system. The female panel leg will conceal these fasteners.
 - a. Capture all drilling debris during this operation with a rag or cloth placed on the panels at the drilling operation.

- b. Panels are not securely attached to the roof until fixed to the anchor clip. To avoid damage and injury, all panels shall be fixed to the anchor clip immediately as they are installed.
- 2. Un-installed panels which are temporarily stored on the ground or roof shall be secured in place at the end of each day's work to prevent possible damage or injury.

- G. No exposed fasteners shall be allowed except through the inside-vertical-face of trim details. No exposed fasteners shall be allowed through any horizontal panels or trim including curb details.

- H. Coordinate flashing and sheet metal work to provide weathertight conditions at roof terminations. Fabricate and install in accordance with standards of SMACNA Manual and Manufacturer's Detail.

- I. Installed system shall be true to line and plane and free of dents, and physical defects. In light gauge panels with wide flat surfaces, some oil canning may be present. Oil canning does not affect the finish or structural integrity of the panel and is therefore not cause for rejection.

- J. Maximum variation from true planes or lines shall be 1/4" in 20 feet and 3/8" in 40 feet or more. Form joints in linear sheet metal to allow for 1/4" minimum expansion at 20'-0" o.c. maximum and 8'-0" from corners.

- K. At joints in linear sheet metal items, set sheet metal items in two 1/4" beads of butyl sealant. Extend sealant over all metal surfaces. Mate components for positive seal. Allow no sealant to migrate onto exposed surfaces.

- L. Touch up exposed fasteners using paint furnished by roofing panel manufacturer and matching exposed panel surface finish.

- M. Clean exposed surfaces of roofing and accessories after completion of installation. Leave in clean condition at date of substantial completion. Touch up minor abrasions and scratches in finish.

3.3 OWNER PURCHASED MATERIALS

- A. Owner shall provide materials and quantities listed below for contractor's use in completing these specifications. Contractor shall be responsible for receiving all quantities at jobsite, hoisting to rooftop, and subsequent storage.

- B. Contractor shall be responsible for purchase of any additional materials and quantities required to complete Specification and issue of manufacturer's warranty. Under no circumstances shall owner be responsible for ordering additional materials beyond those originally provided.

- C. All unused Owner-purchased materials shall remain the possession of Owner.
- D. All materials shall be kept covered from weather and set atop pallet at all times.
- E. Material to be Owner-Purchased;
 - 1. "RmerSpan 16", Standard Color, Kynar finish, 22 gauge panel, 10,000 SF

END OF SECTION 07412

State of Alabama)

County of Baldwin)

CONTRACT FOR PROFESSIONAL & CONSTRUCTION SERVICES

This Contract for **Professional and Construction** Services is made and entered into by and between the County of Baldwin (hereinafter called "COUNTY") acting by and through its governing body, the Baldwin County Commission, and PROVIDER, (hereinafter referred to as "PROVIDER").

WITNESSETH:

Whereas,

Whereas,

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Definitions. The following terms shall have the following meanings:
 - A. COUNTY: Baldwin County, Alabama
 - B. COMMISSION: Baldwin County Commission
 - C. PROVIDER: _____

- II. Obligations Generally. The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.

- III. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- IV. Professional Qualifications. For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.
- V. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- VI. Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.
- VII. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VIII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.
- IX. No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the PROVIDER does not in

any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.

- X. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

- XI. Entire Agreement. This Contract represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.

- XII. Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

- XIII. Assignment. This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.

- XIV. Ownership of Documents/Work. The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.

- XV. Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER:

COUNTY: Baldwin County Commission
c/o Chairman
312 Courthouse Square
Suite 12
Bay Minette, AL 36507

- XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally-qualified Contractor. The general scope of work for the services shall include all the terms and Conditions of “**Competitive Bid #WG19-04**”, the same being expressly incorporated herein by reference, and without limitation will encompass:

“Competitive Bid #WG19-04 – Labor and Incidental Materials for Roof Replacement at the Baldwin County Building Located in Bay Minette, Alabama”.

- A. PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
- B. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
- C. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

- XVII. General Responsibilities of the COUNTY.

- A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER’s services hereunder or any defect or nonconformance in the work of PROVIDER.

B. The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

XVIII. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving ten (10) days written notice of such to the other party. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

In the event of termination, the COUNTY shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination.

XIX. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

XX. Direct Expenses. Compensation to PROVIDER for work shall be paid \$_____. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services

XXI. Method of Payment. PROVIDER shall submit invoices to the COUNTY for payment for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid PROVIDER.

Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.

XXII. Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and shall terminate upon either the expiration of not more than **ninety (90) days** after the Notice to Proceed is given or upon a written notification thereof received by either party within the required ten (10) day period. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

XXIII. Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have anticipated nor controlled. This

allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

- XXIV. Indemnification. Provider shall indemnify, defend and hold County and its Commissioners, affiliates, employees, agents, and representatives (collectively “County”) harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys’ fees, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration of this Contract.
- XXV. Number of Originals. This Contract shall be executed with three originals, all of which are equally valid as an original.
- XXVI. Governing Law. This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.
- XXVII. Insurance. Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence, and Worker’s Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer’s Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days’ notice to County in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its

option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold Provider in material default and pursue any and all remedies available.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last day of execution by the COUNTY as written below.

COUNTY

ATTEST:

FRANK BURT, JR. / Date
Chairman

RONALD J. CINK/ Date
County Administrator/Budget Director

State of Alabama)

County of Baldwin)

I, _____ Notary Public in and for said County, in said State, hereby certify that, Frank Burt, Jr., whose name as Chairman of Baldwin County Commission, and Ronald J. Cink, whose name as County Administrator/Budget Director, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional and Construction Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

Given under my hand and official seal, this the day of _____, 2018.

Notary Public
My Commission Expires

SIGNATURE & NOTARY PAGE TO FOLLOW

PROVIDER:

Insert Providers Name

_____/_____
By _____/Date
Its _____

State of Alabama)

County of Baldwin)

I, _____ Notary Public in and for said County and State, hereby certify that _____ as _____ of _____, whose name is signed to the foregoing in that capacity, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he executed the same voluntarily on the day the same bears date for and as an act of said _____ .

GIVEN under my hand and seal on this the _____ day of _____, 2018.

Notary Public
My Commission Expires