



Community Action Opportunities  
HELPING PEOPLE. CHANGING LIVES.



June 18, 2010

Dear Prospective Bidder

Community Action Opportunities invites you to submit a sealed bid to replace a roof on the Reid Recreation Center Annex, a.k.a., the Lonnie D. Burton Child Development Center, a city-owned building, located at 133 Livingston Street, Asheville, NC 28801.

We are a Community Action Agency, founded in 1964, by the War on Poverty legislation. A primary function is to operate a federally funded Head Start pre-school child and family development program. One of our sites is the Lonnie D. Burton Center, which we lease from the City of Asheville, and where we currently serve approximately 54 children.

This project is funded with American Recovery and Reinvestment Act of 2009 (ARRA) funds designated to Head Start. Accordingly, there will be additional reporting requirements and strict adherence to wage rate provisions of the Davis/Bacon Act.

We invite you to review the enclosed information and submit a bid on this project. Please submit your sealed bid on July 9, 2010 by 4:00 P.M. We will open all bids at 4:15 P.M. on that same day.

We will host a non-mandatory pre-bid conference on June 30, 2010 at 2:00 P.M. at the Lonnie D. Burton Head Start Center, (first floor entrance) and distribute the "Instructions to Bidders." We will also review the information in this bid package, introduce our Project Consultant from the City of Asheville and give you time to inspect the roof.

Please contact me at (828) 329-5161, if you have questions about the pre-bid conference.

Sincerely,

Vicki Heidinger  
Executive Director

cc: Brian Repass



## INSTRUCTIONS TO BIDDERS

June 18, 2010

Thank you for your interest in our project. Please consider the following items as you complete your bid:

- Indicate on the bid sheet when you are able to begin the work and the time required to complete the job.
- A non-mandatory pre-bid conference will occur on June 30 at 2:00 p.m. Bidders unable to attend the pre-bid conference may contact the Agency's project administrator to schedule a site visit.
- Bidders are to indicate, along with their bid, that they are able to secure the required insurances. The Agency shall favorably consider bidders who are able to secure insurance limits above the minimum requirements and Bidders who can do so should list the insurance amounts available. Bidders are not required to submit certificates of insurance along with this bid. However, the lowest, responsible Bidder must be able to produce evidence of insurance to specification standards within five (5) working days after receiving notice of the award.
- Bidders are to include qualifications for this Work and provide at minimum of three references and contact information, with the bid submittal. Qualifications should at least, include but not be limited to:
  - years of experience - the principal/owner and field superintendent.
  - years in existence - of the company
  - recognitions, certificates or other quality citations earned or awarded by the industry, materials manufacturers or other organizations.
  - Current licenses to work in NC and in Asheville
- Bidders are to submit sealed bids and other information by 4:00 p.m. on July 9, 2010, to:

Community Action Opportunities  
Attention: Brian Repass  
25 Gaston Street  
Asheville, NC 28801

Label the outside of the envelope: "SEALED BID - ROOF PROJECT"  
The Agency will open the bids at 4:15 p.m. that same day in the first floor conference room at 25 Gaston Street.
- The contact person for this bid process is Brian Repass or Vicki Heidinger, (828) 252-2495. Bidders who contact Board Members or other Agency staff, who are not delegates of this contact person, shall be disqualified from the bid process.
- Bidders are expected to prepare bids at their own expense. The Agency shall not reimburse Bidders for any time or out-of-pocket expense involved with submitting a bid.
- The Agency reserves the right to refuse any, and all bids submitted.

## **Exhibit B**

## **SECTION I – SUMMARY OF WORK**

### **PART 1 – GENERAL**

#### **RELATED DOCUMENTS**

Drawings and general provisions of Contract, including General and Supplementary Conditions and Section II, Specifications, apply to this Section.

#### **SCOPE OF WORK**

Includes, but may not be limited to the following:

##### **Remove**

all existing roofing materials down to the surface of the existing structural concrete roof deck substrate. Remove all debris from the job site on a daily basis and dispose of in a legal manner.

any abandoned roof top mounted HVAC or electrical equipment. Cover any subsequent deck openings with minimum 1/8" steel plate, extending minimum of 6" in all directions beyond the perimeter of each opening. Secure new steel plate opening covers with compatible fasteners installed on maximum 12" centers, minimum two fasteners per side.

Prime the existing prepared roof deck substrate with asphalt primer installed at a coverage rate of approximately one (1) gallon per 100 square feet of surface area.

##### **Furnish and install**

one (1) layer of 3", R=18.5 Carlisle Polyisocyanurate Roof Insulation Board, or equivalent, solid mopped in hot asphalt to the existing prepared roof deck substrate in accordance with standard specifications and details.

one (1) layer of Carlisle 1/2" high density wood fiber roof insulation board or equivalent, solid mopped in hot asphalt to the previously installed polyisocyanurate roof insulation board substrate in accordance with standard specifications and details.

new Hot Mopped Roofing System utilizing Carlisle Sure-Weld AFX-135 Fleece Back single-ply membrane flexible sheet roofing system or equivalent, solid-mopped in hot asphalt to the previously installed high density wood fiber roof insulation board substrate in accordance with standard specifications and details. Furnish and install new flashings and related accessories at all perimeters and penetrations in accordance with standard specifications and details.

pressure-treated wood blocking equal in thickness to the rigid roof insulation board thickness at all roof edge perimeters. Secure wood blocking with compatible fasteners in accordance with FM Loss Prevention Data Sheet No 1-49.

new Carlisle 3000 fascia system or equivalent, pre-manufactured from 24 gauge galvanized steel with Kynar 500 finish or equivalent, in manufacturer's standard color selection along all rake edge perimeters. Extend fascia to provide coverage of all perimeter wood blocking and other substrate similar to that of the original installation.

new roof drain strainers with new cast iron roof drain strainers. Retrofit roof drain inserts are unacceptable for use on this project.

new flashings at existing roof drains and new cast iron strainers. Additionally provide new clamp rings or other drainage components at locations of existing broken or missing roof drain components

Any reference to insulation securement and membrane attachment with hot Asphalt may also include an equivalent or better, cold-applied adhesive, applied in accordance with Standard Specifications and Details such as: Carlisle One Step, Carlisle OlyBond, Carlisle Versigrip Adhesive, Carlisle Fast 100 or equivalent.

Provide shop fabricated drip edge, box-style gutters and downspout drainage systems complete with all accessories along all eave perimeters. Shop-fabricate all gutter components from 24 gauge galvanized steel with Kynar 500 finish or equivalent. Size all drainage components in accordance with climactic data, rainfall data and drainage factors as outlined in the Architectural Sheet Metal Manual, current edition, as published by the Sheet Metal and Air Conditioning Contractors National Association. Secure gutters with strap/bar hangers installed on 36" centers maximum. Secure downspouts with pipe bands installed on 48" centers, maximum. Seal all joints between gutter, downspout and related accessory sections or components.

Adhere new membrane wall flashings up parapet vertical surfaces to the height of original installed flashing material and terminate utilizing a minimum 1/8" x 1" metal termination bar at existing chimney locations. Furnish and install new sheet metal counter-flashings at perimeter wall locations in such a manner as to cover previously installed termination bar.

Clean, repair or replace any damaged, broken or missing existing roof drain components.

## ROOF INSPECTION

Do not assume any description of the roof and its structure and contents to be accurate. An opportunity will be provided to the Bidding Contractors to make their own observations and to submit their bid accordingly. In order to assist the Contractors, the Consultant shall make the following information available:

- original prints

- new addition prints

- additional site visit to inspect, re-measure or examine any areas in question.

The City and CAO assume no responsibility for the actual conditions of the existing roof system. The Contractor shall make such non-destructive investigations, as deemed necessary to arrive at a clear understanding of the scope of work required for this project.

The City and CAO shall maintain conditions existing at the time of the Contractor's initial investigation insofar as possible.

## EXISTING ROOF STRUCTURE

The base structural roof deck is lightweight insulating concrete on structural steel bar joists and framing.

Drainage is accommodated at all roof areas with internal roof drains.

Existing plumbing vent pipes are slated to remain and be re-incorporated into the new roofing assembly under the base bid.

ALTERNATE #1: Provide an additional (second) layer of 3", R=18.5 Carlisle Polyisocyanurate Roof Insulation Board or equivalent , solid mopped in hot asphalt to the proceeding layer in accordance with standard specifications and details.

**END OF SECTION I**

## SECTION II

### PART 1 – GENERAL CONDITIONS

#### RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary General Conditions and Division 1 specification sections apply to this section.

#### SUMMARY

Any reference to insulation securement and membrane attachment with hot Asphalt may also include an equivalent or better, cold-applied adhesive, applied in accordance with Standard Specifications and Details such as: Carlisle One Step, Carlisle OlyBond, Carlisle Versigrip Adhesive, Carlisle Fast 100 or equivalent.

Demolition of all existing gravel surfaced built-up roofing materials and insulation down to the existing structural concrete roof deck substrate and legal disposal of all debris; preparation of the existing structural concrete roof deck substrate; installation of new rigid roof insulation board as outlined in the summary of work; installation of new Carlisle Sure-weld AFX-135 single-ply Thermoplastic Polyolefin roofing membrane flexible sheet roofing system or equivalent, solid mopped in hot asphalt to previously installed roof insulation board and complete with all accessories.

Types of roofing systems specified in this section utilizing single ply roofing membranes include “Fully Adhered Systems.”

Single-ply roofing membranes include “Thermoplastic Olefin (TPO).”

Wood nailers, blocking and other related items as specified.

#### SUBMITTALS

Submit the following information and materials in accordance with Conditions of Contract and these Specifications.

Data: product information, installation instructions and general recommendations from manufacturer of single-ply membrane system for types of roofing required. Include data substantiating that materials comply with requirements.

Samples: finished roofing sheets including side/end-lap seam and over-layment material.

Shop drawings: roof configuration, sheet layout, seam locations, colors, details at perimeter, and special conditions.

Records: Pre-roofing conference

Test data: for pullout resistance of fastening systems.

#### QUALITY ASSURANCE

Manufacturer: Obtain primary flexible sheet roofing from a single manufacturer. Provide secondary materials as recommended by manufacturer of primary materials.

Work: Includes, but not limited to, insulation, flashing and counter-flashing, expansion joints, and joint sealers and is to be performed by authorized Installer of the work.

Installer: Contractor must engage experienced Installer(s) to apply single-ply membrane roofing who has specialized in application of roofing systems similar to those required for this project. Installer must be acceptable to or licensed by manufacturer of primary roofing material.

Pre-bid Conference: Prior to installation of roofing and associated work, prospective Contractors are to meet at project site, or other mutually agreed location, with Installer, roofing sheet manufacturer, Installers of related work, and other entities concerned with roofing performance, including, (if applicable) test agencies, governing authorities, City of Asheville (The City) Representative, Consultant and Community Action Opportunities Representative (CAO). Record discussions and agreements and furnish copy to each participant. Provide at least 72 hours' advance notice to participants prior to convening pre-bid conference.

UL Listing: Provide labeled materials that have been tested and listed by UL in "Building Materials Director" or by other nationally recognized testing laboratory for application indicated, with "Class A" rated materials/system for roof slopes shown.

## PROJECT CONDITIONS

Weather: Proceed with roofing work when existing and forecasted weather conditions permit work to be performed in accordance with manufacturer's recommendations and warranties.

Substrate Conditions: Begin roofing installation only after substrates have been inspected and are determined to be in satisfactory condition.

Occupant Safety: CAO has a lease with The City to use this building for a federally-funded Head Start pre-school for children ages 3 to 5 years old. The Center's routine operating hours are from 6:30 AM to 6:00 PM Monday – Friday. The facility and program are licensed and regulated by the State of North Carolina, Division of Child Development (NCDCCD). CAO shall communicate, as required, with representatives of NCDCCD about the project status. NCDCCD representatives have the right and responsibility to review and approve the Contractors' plans for and installation of measures that ensure child and staff safety during the Work. These measures may include, but not be limited to, temporary signage, rigid metal fencing around entrances, window, outside play areas, etc. CAO shall provide prospective Contractors with additional information about these requirements during the pre-bid conference.

## WARRANTY

Membrane Manufacturer's Warranty: Provide written warranty/service agreement, signed by authorized agent of the Manufacturer of the primary roofing materials and that firm's authorized Installer, that replaces or repairs as appropriate defective materials and workmanship. Repairs and replacements required because of events beyond Contractor's/Installer's/Manufacturer's control, which exceed performance requirements shall be completed by Contractor/Installer and paid for by CAO or The City.

Period: This warranty shall be for a period of, at least, fifteen (15) years, and commence upon the date of Completion or Acceptance by The City and CAO, (whichever is later). The coverage shall not be prorated for water-tightness and extended coverage. The Contractor shall bear the full cost of this warranty.

Coverage: This warranty shall include the cost for labor and materials necessary to affect water-tightness, including standing water on the roof membrane and shall cover the entire

installation including rigid roof insulation, flashing, etc. Any replacement flashing material must be compatible with and at the same or higher grade as that specified and installed

Special Project Warranty: The Contractor shall guarantee the materials and workmanship associated with the roofing, flashing, and sheet metal Work incidental to the roofing, against defects due to faulty material, workmanship and/or negligence by contractors for a period of twenty-four (24) months following final Acceptance of the Work. The substitution of an equal or longer-term Manufacturer's warranty in lieu of this requirement shall be unacceptable.

## **PART 2 - PRODUCTS**

### **GENERAL**

Performance: Provide roofing materials recognized to be of generic type indicated and tested to show compliance with indicated performances, or provide other similar materials certified in writing by manufacturer to be equal to, or better than, materials specified in every significant respect, and acceptable to Consultant.

Compatibility: Provide products that are recommended by manufacturers to be fully compatible with indicated substrates, or provide separation materials as required to eliminate contact between incompatible materials.

### **THERMOPLASTIC MEMBRANE**

General: Reinforced Thermoplastic Olefin (TPO) formed into uniform, flexible sheets, complying with ASTM D 5538 and ASTM D 883.

Class SR, Scrim or fabric internal reinforced

Thickness: 135 mils, nominal for recovery of existing built-up roofing

Fleece Backing: 10 oz., non-woven, stain resistant fleece backing

Exposed Face Color: White

Adhesive: Type III Steep Asphalt for existing Built-up Roofing Recovery

Fully Adhered TPO Membrane: Manufacturer's standard installation, except as otherwise noted

Manufacturers: Subject to compliance with requirements, provide products of one of the following:

Carlisle Syntec Systems, "Sure Weld – AFX," or equivalent approved by the Consultant for recovery of existing built-up roofing.

### **AUXILIARY MATERIALS**

Sheet Seaming System: Manufacturer's standard materials for sealing lapped joints, including edge sealer to cover exposed spliced edges as recommended by membrane manufacturer. TPO membrane seams shall be by heat welding.

Cant Strips, Tapered Edge Strips, and Flashing Accessories: Types recommended by membrane manufacturer, including adhesive tapes, flashing cements, and sealants.

Flashing Material: Manufacturer's standard system compatible with flexible sheet membrane and included in membrane manufacturer's warranty.

Slip Sheet: Type recommended by membrane manufacturer for protecting membrane from incompatible substrates.

Over-layment material: Carlisle ½" High Density Wood Fiber Roof Insulation Board or equivalent.

Walkway Protection: Where indicated on the drawings and where required for access to roof mounted units, provide walkway to and around roof top equipment. Walkway material shall be 30" min. width and can be in sheet rolls or 4' +/- strips. Provide 2" +/- gap between sheets. Walkway material shall be Walkway Pads provided by the single-ply roofing system manufacturer, compatible with membrane system used and covered by the manufacturer's warranty.

## **PART 3 - EXECUTION**

### **PREPARATION OF SUBSTRATE**

General: Demolition of all existing gravel surfaced built-up roofing materials and insulation down to the existing structural concrete roof deck substrate and legal disposal of all debris; preparation of the existing structural concrete roof deck substrate; installation of new rigid roof insulation board as outlined in the summary of work; installation of new Carlisle Sure-weld AFX-135 single-ply Thermoplastic Polyolefin roofing membrane flexible sheet roofing system or equivalent, solid mopped in hot asphalt or equivalent cold-applied adhesive, to previously installed roof insulation board and complete with all accessories.

Verify that penetrations, expansion joints, and blocking are in place and secured and that roof drains are properly clamped into position.

Clean substrate of dust, debris, and other substances detrimental to FSR system work, in accordance with Carlisle or equivalent, recommended preparation procedures. Pressure wash and clean existing EPDM membrane in accordance with recommended procedures. Remove sharp projections.

Install flashings and accessory items as shown or, according to Manufacturer, if not shown.

Prime substrate where recommended by manufacturer of materials being installed.

Prevent compounds from entering and clogging drains and conductors and from spilling or migrating onto surfaces of other work.

Inspection and acceptance of substrates: As described in these Specifications for Contractor, Sub-contractor, and Manufacturers' responsibilities for inspection and acceptance of substrates prior to installation of coverings.

Over-layment material and cricket installation: If determined necessary by the Consultant as an Alternate, install over-layment material over existing prepared gravel-surfaced built-up roofing surfaces utilizing a solid mopping of Type III steep asphalt.

## FLASHING, SHEET METAL AND RELATED WORK

### Replace all:

existing sheet metal components, including, but not necessarily limited to, counter-flashings, scuppers, gutters, downspouts, copings, etc. Provide new sheet metal components shop-fabricated from pre-finished, 24 gauge galvanized steel with Kynar 500 finish, standard color selection.

roof drain strainers with new cast iron strainers to match existing roof drain components. Replace any missing or broken roof drain components including clamp rings, bolts, etc. Ensure all roof drains function properly, inform The City and CAO of any roof drain blockages for remedial action prior to start of Work.

## MEMBRANE INSTALLATION

Membrane defects: Cut and repair at end of each day's work.

Fully Adhered Membrane: Install membrane by unrolling over prepared substrate, lapping adjoining sheets as recommended by manufacturer, and bonding membrane to the underlying substrate with a solid mopping of Type III steep asphalt or equivalent cold-applied adhesive. Install flashings at all perimeters and penetrations and seal seams with hot air welds in accordance with standard specifications and details. Install flashings and counter-flashings as shown or recommended by manufacturer.

Walkway Protection: Install at locations shown and where required for access to roof-mounted equipment, according to Manufacturer's specifications.

## PROTECTION OF ROOFING

General: Upon completion of roofing, (including associated Work) institute appropriate procedures for surveillance and protection of roofing during remainder of construction period. At end of construction period, or at a time when remaining construction will in no way affect or endanger roofing, make a final inspection of roofing and prepare a written report to The City and CAO, describing nature and extent of deterioration or damage found.

Repair or replace: (as required by the Consultant) deteriorated or defective Work found before or at time of final inspection to a condition that is free of damage and deterioration at time of Substantial Completion and in accordance with requirements of specified warranty.

**OWNER'S MANUALS & INSTRUCTIONS:** At the completion of the Work, the Contractor shall instruct both The City and CAO's designated representatives on the proper maintenance and repair of the roof. The Contractor shall also provide three (3) copies of the Manufacturer's product, warranties and maintenance manuals for all appropriate products

## END OF SECTION II

# SECTION III – FLASHING AND SHEET METAL

## PART 1 – GENERAL

### RELATED DOCUMENTS

Included drawings, Division 1 Specifications and the Contract, including General and Supplementary Conditions, apply to the Work specified in this Section.

### SUMMARY

This Section includes specifications for:

metal drainage components (gutters, downspouts & accessories), metal counter flashing and base flashing, (if any) metal wall flashing and expansion joints and miscellaneous sheet metal accessories.

Integral masonry flashing is specified as masonry work in sections of Division 4.

Roof accessory units of pre-manufactured, set-on type are specified in Division 7 Section "Roof Specialties and Accessories."

### SUBMITTALS

General: Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections.

Materials information: for flashing, sheet metal, and accessory items. Provide Manufacturer's technical product data, installation instructions and general recommendations for each specified sheet material and fabricated product.

Samples: of flashing, sheet metal, and accessory items:

8-inch-square samples of specified sheet materials to be exposed as finished surfaces.

12-inch-long samples of factory-fabricated products exposed as finished work. Provide as a complete unit and specify factory finish.

Shop drawings: showing layout, profiles, methods of joining, and anchorages details, including major counter-flashings, trim/fascia units, scuppers, gravity ventilator bases and expansion joint systems. Provide layouts at 1/4 inch scale and details at 3 inch scale.

### PROJECT CONDITIONS

Coordinate Work in this Section with interfacing and adjoining Work for proper sequencing of each installation. Ensure best possible weather resistance and durability of Completed Work and protection of materials and finishes.

## PART 2 – PRODUCTS

### SHEET METAL FLASHING AND TRIM MATERIALS

#### Materials composition:

Counter-flashings, gutters, downspouts & related accessories ,miscellaneous flashings and accessories:

24 gauge galvanized steel with Kynar 500 finish, standard color.

Drip edges, miscellaneous flashings, scuppers, hot pipe and gravity ventilator sleeves, collars and caps:

stainless steel: AISI Type 316, complying with ASTM A 167, 2D annealed finish, soft, except where harder temper required for forming or performance; 0.0250-inch thick (24 gauge) except as otherwise indicated. (or)

TPO membrane coated metal supplied by the roof membrane manufacturer.

### MISCELLANEOUS MATERIALS AND ACCESSORIES

Solder: For use with stainless steel, provide 60 – 40 tin/lead solder (ASTM D 32), with acid–chloride type flux, except use rosin flux over tinned surfaces.

Fasteners: Same metal as flashing/sheet metal or other non–corrosive metal as recommended by sheet manufacturer. Match finish of exposed heads with material being fastened.

Bituminous Coating: SSPC – Paint 12, solvent–type bituminous mastic, nominally free of sulfur, compounded for 15–mil dry film thickness per coat.

Mastic Sealant: Polyisobutylene; non-hardening, non-skinning, non–drying, non-migrating sealant.

Elastomeric Sealant: Generic type recommended by manufacturer of metal and fabricator of components being sealed and complying with requirements for joint sealants as specified in Division 7 Section "Joint Sealers".

Adhesives: Type recommended by flashing sheet manufacturer for waterproof/weather–resistant seaming and adhesive application of flashing sheet.

Reglets: Metal or plastic units of type and profile indicated, compatible with flashing indicated, non-corrosive.

Metal Accessories: Provide sheet metal clips, straps, anchoring devices, and similar accessory units as required for installation of work, matching or compatible with material being installed, non-corrosive, size and gage required for performance.

Roofing Cement: ASTM D 2822, asphaltic

Elastic flashing filler: Closed–cell polyethylene or other soft closed–cell material recommended by elastic flashing manufacturer as filler under flashing loops to ensure movement with minimum stress on flashing sheet.

Separate aluminum sheets from contact with wood, masonry, and steel (structure panels fasteners, either by a 15-mil coating of fibered asphalt paint or by tapes or gaskets of type recommended by panel manufacturer. Except as otherwise recommended by Manufacturer, fasten aluminum work with nonmagnetic stainless steel fasteners, and gaskets where needed for waterproof or vapor proof performance.

## FABRICATED UNITS

General Metal Fabrication: Shop-fabricate work to greatest extent possible. Comply with details shown and with applicable requirements of SMACNA "Architectural Sheet Metal Manual" and other recognized industry practices. Fabricate for waterproof and weather-resistant performance, with expansion provisions for running Work, sufficient to permanently prevent leakage, damage, or deterioration of the Work. Form Work to fit substrates. Comply with material Manufacturer instructions and recommendations for forming material. Form exposed sheet metal Work without excessive oil-canning, buckling, and tool marks, true to line and levels indicated, with exposed edges folded back to form hems.

Specific metal fabrication: Provide shop-fabricated drip edge, Box-style gutters and downspout drainage systems complete with all accessories. Shop-fabricate all sheet metal components from 24 gauge galvanized steel with Kynar 500 finish, in manufacturer's standard color selection. Size all drainage components in accordance with climactic data, rainfall data and drainage factors as outlined in the Architectural Sheet Metal Manual, current edition, as published by the Sheet Metal and Air Conditioning Contractors National Association. Secure gutters with strap/bar hangers installed on 36" centers maximum. Secure downspouts with pipe bands installed on 48" centers, maximum. Seal all joints between gutter, downspout and related accessory sections or components.

Seams: Fabricate nonmoving seams in sheet metal with flat-lock seams. For metal other than aluminum, tin edges to be seamed, form seams, and solder. Form aluminum seams with epoxy seam sealer; rivet joints for additional strength where required.

Expansion provisions: Where lapped or bayonet-type expansion provisions in work cannot be used or would not be sufficiently water/weatherproof, form expansion joints of intermeshing hooked flanges, not less than one (1) inch deep, filled with mastic sealant (concealed within joints).

Sealant Joints: Where movable, non-expansion type joints are indicated or required for proper performance of work, form metal to provide for proper installation of elastomeric sealant, in compliance with SMACNA standards.

Separations: Provide for separation of metal from non-compatible metal or corrosive substrates by coating concealed surfaces at locations of contact, with bituminous coating or other permanent separation as recommended by manufacturer/ fabricator.

## **PART 3 – EXECUTION**

### **INSTALLATION REQUIREMENTS**

General: Except as otherwise indicated, comply with manufacturer's installation instructions and recommendations and with SMACNA "Architectural Sheet Metal Manual". Anchor units of work securely in place by methods indicated, providing for thermal expansion of metal units; conceal fasteners where possible, and set units true to line and level as indicated. Install work with laps, joints, and seams that will be permanently watertight and weatherproof.

Install:

Under-layment: Where stainless steel or aluminum is to be installed directly on cementitious or wood substrates, install a slip sheet of red rosin paper and a course of polyethylene under-layment. Bed flanges of work in a thick coat of bituminous roofing cement where required for waterproof performance.

Reglets to receive counter-flashing in manner and by methods indicated.

Counter-flashing in reglets, either by snap-in seal arrangement or by welding in place for anchorage and filling reglet with mastic or elastomeric sealant, as indicated and depending on degree of sealant exposure.

Elastic flashing in accordance with Manufacturer's recommendations. Where required, provide for movement at joints by forming loops or bellows in width of flashing. Locate cover or filler strips at joints to facilitate complete drainage of water from flashing. Seam adjacent flashing sheets with adhesive, seal and anchor edges in accordance with Manufacturer's recommendations.

Nail flanges of expansion joint units to curb nailers, at maximum space of 6 inches O.C. Fabricate seams at joints between units with minimum 3-inch overlap, to form a continuous, waterproof system.

Provide shop-fabricated drip edge, Box-style gutters and downspout drainage systems complete with all accessories. Shop-fabricate all sheet metal components from 24 gauge galvanized steel with Kynar 500 finish, in manufacturer's standard color selection. Size all drainage components in accordance with climactic data, rainfall data and drainage factors as outlined in the Architectural Sheet Metal Manual, current edition, as published by the Sheet Metal and Air Conditioning Contractors National Association. Secure gutters with strap/bar hangers installed on 36" centers maximum. Secure downspouts with pipe bands installed on 48" centers, maximum. Seal all joints between gutter, downspout and related accessory sections or components.

### **CLEANING AND PROTECTION**

Clean exposed metal surfaces and remove substances that might cause corrosion of metal or deterioration of finishes.

Protection: Provide surveillance and protection of flashings and sheet metal Work during construction adequate to ensure that Work will be without damage or deterioration other than that from natural weathering at time of Substantial Completion.

## **END OF SECTION III**

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

THIS AGREEMENT, entered into on \_\_\_\_\_, 2010 by and between, Community Action Opportunities Inc. (hereinafter referred to as the "CAO"), the bona fide Occupant and Lessee of the Reid Recreation Annex building, a.k.a., "Lonnie D Burton Head Start Center, and \_\_\_\_\_ (hereinafter referred to as the "Contractor").

W I T N E S S T H A T

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Scope of Work

All of the Work described within this Agreement is in pages 1 through 6, and the exhibit marked "Exhibit B."

The Contractor shall furnish all labor, material, equipment, supervision, permits and insurance necessary to perform the work described in Exhibit B, attached hereto and made a part of this Agreement. The Contractor shall perform the Work included in Exhibit B in accordance with all the Exhibit's drawings and/or the specifications. Prior to the bid submittal, the Contractor shall inspect the project site and be aware of the existing conditions and the extent of the required Work.

2. Contract and Project Administration

The Contract Administrator for CAO shall oversee the project contract and have authority to act on behalf of CAO. The City of Asheville Project Manager shall be the interpreter of the requirements and specifications included in Exhibit B of this Agreement, and be the primary liaison between the Contractor and CAO's Contract Administrator.

3. Time for Performance

The Contractor shall begin work upon receiving the "Notice to Proceed" from CAO. The time projected to complete this project is a material consideration in the award. Therefore, the Contractor shall complete the work within \_\_\_\_\_ calendar days, unless the Contractor and CAO's contract Administrator agree in writing, to an extension.

CAO shall provide the Contractor with a formal and written "Notice of Acceptance of Completed Work" when the City of Asheville Project Manager determines that the Work is complete.

4. Contract Sum

CAO shall pay the Contractor monthly, with an approved invoice after the Work commences. The monthly amount shall be billed for the costs the Contractor has incurred as of the billing date, in addition to costs associated with approved to-date change-orders, less retainage. The total sum includes the total Bid of \$\_\_\_\_\_ shown on Exhibit A. CAO shall make a final payment to the contractor following CAO's acceptance of the Work.

5. Insurance

The Contractor shall provide CAO with certificates of insurance for each type of insurance described below, that **names CAO and the City of Asheville as an additional insured** on the commercial general liability. The Contractor shall maintain the following insurance types for the entire duration of the project:

- a. workers' compensation insurance (or evidence of self-insurance or pool coverage), for all employees at the project site. In case subcontractors perform a portion, or all, of this Work, the Contractor shall require subcontractors to also provide workers' compensation insurance for all of the latter's employees, according to NC statutory limits.
- b. commercial general liability insurance, including (1) products & completed operations, (2) contractual, and (3) XCU coverage, up to, at least, \$1,000,000 per occurrence and aggregate.
- c. fire damage insurance, with, at least, \$10,000 and medical insurance of at least \$5,000 per occurrence.
- d. comprehensive automobile liability insurance, including non-owned and hired auto coverage, of at least \$100,000 combined single limit.
- e. employer's liability insurance up to, at least, the statutory limit.

In the event of cancellation, substantial changes or non-renewal, the Contractor and insurance carrier shall give CAO, at least, thirty-day, prior written notice.

The Contractor shall perform work on the job site only after he/she Contractor has given CAO the above referenced certificates of insurance, in a form suitable to CAO.

6. Hold Harmless and Indemnification

The Contractor shall indemnify, defend and hold harmless CAO and The City of Asheville from and against any, and all, liability for personal injury and property damage arising out of, or resulting from, the negligent acts or omissions of the Contractor, its employees, agents and assigns, in the performance of this Agreement.

The Contractor shall comply with the provisions of the Americans with Disabilities Act (ADA) and all rules and regulations promulgated there under. The Contractor hereby agrees to indemnify CAO and the City of Asheville from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of, or connected with, the failure of the Contractor, its subcontractors, agents, successors, assigns, officers or employees to comply with provisions of the ADA or the rules and regulations promulgated there under.

7. Amendments and Change Orders

This Agreement constitutes the entire agreement with attached Exhibit "B" between the CAO and Contractor. This Agreement may be amended, supplemented or modified only by duly executed written instruments as an amendment to this Agreement or a written change order to the Contractor signed by the CAO authorizing a change in the work, an adjustment in the contract sum or an adjustment in the time for performance.

8. Compliance with Laws

- a. The shall comply with all state, federal or local laws, or ordinances, codes, rules or regulations governing performance of this Agreement, including but not limited to, equal opportunity employment laws, O.S.H.A., minimum wage and hour regulation, North Carolina State Building Code regulations and immigration laws.
- b. The Contractor shall provide a drug-free workplace, as set forth in the invitation to bid, during the performance of this contract.

9. General Conditions

- a. This Agreement embodies all the representations, rights, duties and obligations of the parties. Any prior oral or written agreement not embodied herein shall not be binding upon or endure to the benefit of any of the parties. Should any provision or provisions contained in this agreement be declared by a court of competent jurisdiction to be void, unenforceable or illegal, such provision or provisions shall be severable and the remaining provisions hereof shall remain in full force and effect. This contract is entered into in North Carolina and shall be construed under the statutes and laws of North Carolina. This contract is not assignable by either party without the prior written consent of the other party.
- b. The Contractor shall be properly licensed and skilled in the respective trade, established in the building construction field for a minimum of three (3) years and must regularly engage in building construction contracting in North Carolina.
- c. The Contractor shall conduct the Work to minimize inconvenience to CAO. CAO shall require the Contractor to maintain access to the facility for the duration of the construction, unless the Contractor obtains prior written approval from the Contract Administrator. The Contractor shall at all times, ensure safe passage and provide signs, barricades, and warning devices as deemed appropriate by representatives of the North Carolina Division of Child Development (NCDCCD) to ensure safe passage into, out of and inside the building for the child occupants, parents, CAO staff, visitors and other pedestrian and vehicular traffic.
- d. The Contractor shall make necessary provisions to protect the surrounding area and shall be responsible for full restoration of any damages and costs of restoration to the construction site. The Contractor shall repair or replace to current conditions, any damages on the site, incidental to the installation of the work described in the attached Exhibit B.
- e. The Contractor shall make necessary provisions to protect structures and property from any and all damage arising out of, relating to, or resulting from this work. Also, the Contractor shall remove from, and dispose of all debris, rubbish or waste materials from the site at his/her expense, as required by federal, state or local laws or ordinances, or as directed by representatives of the NCDCCD.
- f. All sales tax levied on materials entering into this project shall be paid by the Contractor, including the Optional Sales and Use Tax. The Contractor shall submit to CAO, the completed sales tax information form attached hereto as Exhibit C.
- g. The Contractor shall obtain any applicable license and/or permits prior to the start of construction and shall notify the necessary inspectors at the proper times during construction.

- h. Contractor shall obtain a written Certificate of Compliance upon completion of the permitted work and before CAO makes final payment.
- i. The Contractor shall, at all times, keep the premises free from accumulations of waste materials or rubbish caused by his employees at work; and at the completion of the work, he shall remove all his rubbish from and about the building and all his tools, scaffolding and surplus materials and shall leave the premises "broom clean" or its equivalent. The Contractor shall agreed and ensure that all materials and equipment that have been removed and replaced as a part of the Work hereunder belongs to the Contractor, unless otherwise specified in the Work described in Exhibit B.
- j. The Contractor shall, upon completion of the work, and before CAO authorizes final payment, furnish CAO with an affidavit certifying that all charges for materials and any other expenses incurred by the Contractor pertaining to the execution of this Agreement have been paid in full, to the end that no liens of any kind or character (save and except those between the parties hereto) may be affixed against the above described property.

CAO shall authorize and make the final payment on the Agreement only after CAO's Roof consultant inspects and accepts all of the Work specified by and within this Agreement, and the Contractor submits satisfactory lien releases or claims for liens by the Contractor, subcontractor, laborers and materials suppliers.

10. Warranties and Guarantees

All Work shall have a warranty and guarantee against materials, equipment and workmanship for a period of two (2) years. Any and all manufacturers' warranties shall be distributed to CAO and assigned to the City of Asheville

11. Termination

CAO may terminate this Agreement upon ten (10) days written notice to the Contractor. In that event, CAO shall pay the Contractor shall for any completed Work that is satisfactory to CAO. In the event the Contractor terminates this Agreement, the contractor is liable for all expenses to that date in addition to the expenses that CAO incurs as a result of securing a new Contractor.

12. Minority Business Plan

The requirements of the City of Asheville Minority Business (MB) Plan are hereby made a part of these contract documents.

Bidders are hereby notified that this bid is subject to the provisions of that Plan. Questions regarding the Minority Business Plan may be directed to, Coordinator for the Minority Business Program, City of Asheville, Post Office Box 7148, Asheville, NC 28802-7148 or by phone at (828) 232-4566 or by e-mail at [minoritybusiness@ashevillenc.gov](mailto:minoritybusiness@ashevillenc.gov). You can access two sources for certified minority firms at [www.doa.state.nc.us/hub](http://www.doa.state.nc.us/hub) and [www.ips.state.nc.us/ips/vendor/searchvendor.aspx?t=h](http://www.ips.state.nc.us/ips/vendor/searchvendor.aspx?t=h) to search for vendors. It is the policy of the City to (1) provide minorities an equal opportunity to participate in all aspects of its contracting and procurement programs and (2) prohibit any and all discrimination against persons or businesses in pursuit of these opportunities.

13. Compliance with American Recovery and Reinvestment Act of 2009

- a. Reporting Requirements: The Contractor is notified that this project will be financed with American Recovery and Reinvestment Act of 2009 (hereinafter, "ARRA") Funds. The Contractor shall ensure that all subcontracts and other contracts for goods and services for an ARRA-funded project have the mandated provision of this directive in their contracts. Pursuant to Title XV, Section 1512 of the ARRA, CAO will require that the Contractor provide

reports and other employment information as evidence to document the number of jobs created or jobs retained by this contract from the Contractor's own workforce and any sub-contractors. No direct payment will be made for providing said reports, as the cost for same shall be included in the various items in the contract.

- b. Required Contract Provision to Implement ARRA Section 902: Section 902 of the ARRA requires that each contract awarded using ARRA funds must include a provision that provides the U.S. Comptroller General and his representatives with the authority to:
  - (1) examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
  - (2) interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.Accordingly, the Comptroller General and his representatives shall have the authority and rights prescribed under Section 902 of the ARRA with respect to contracts funded with recovery funds made available under the ARRA. Section 902 further states that nothing in 902 shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.
- c. Authority of the Inspector General provision: Section 1515(a) of the ARRA provides authority for any representatives of the United States Inspector General to examine any records or interview any employee or officers working on this contract. The contractor is advised that representatives of the Inspector General have the authority to examine any record and interview any employee or officer of the contractor, its subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.
- d. Buy American provision: Section 1605 of the ARRA requires that iron, steel and manufactured goods used in public buildings or public works projects be manufactured in the United States. Contractor agrees to abide by this provision and shall maintain records of such purchases for inspections by authorized agents of the State of North Carolina and federal agencies. The Contractor must obtain written exception from this provision from the agency issuing the contract.
- e. Wage Rate Provision: Section 1606 of the ARRA requires that all laborers and mechanics employed by contractors and subcontractors with funds from the ARRA shall be paid wages at rates not less than the prevailing wage rate under the Davis-Bacon Act. The contractor agrees that by the submission of a proposal in response to a solicitation funded in whole or in part with recovery funds, continuous compliance will be maintained with the Davis-Bacon Act.
- f. Anti-Discrimination and Equal Opportunity: Pursuant to Section 1.7 of the guidance memorandum issued by the United States Office of Management and Budget on April 3, 2009, recovery funds must be distributed in accordance with all anti-discrimination and equal opportunity statutes, regulations, and Executive Orders pertaining to the expenditure of funds.
- G. Protecting State and Local Government and Contractor Whistleblowers under Section 1553 of the American Recovery and Reinvestment Act of 2009, (Public Law 111-5) This article contains ARRA's statutory provisions prohibiting non-Federal employers receiving covered funds from taking actions against employees in reprisal for whistleblowing. Pursuant to section (e), the contractor must post notice of the rights and remedies outlined in this award term. See Exhibit E.

(a) PROHIBITION OF REPRISALS.—An employee of any non-Federal employer receiving covered funds may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee reasonably believes is evidence of—

- (1) gross mismanagement of an agency contract or grant relating to covered funds;
- (2) a gross waste of covered funds;
- (3) a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- (4) an abuse of authority related to the implementation or use of covered funds; or
- (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

(Corporation)

IN WITNESS WHEREFORE, the parties hereto have made and executed this Agreement as of the day and year first above written.

Attest to: (Insert Company Name)

Secretary (Corporate Seal) By: President

Attest to: Community Action Opportunities, Inc.

Secretary By: Executive Director

State of

County of

I, Notary Public of the county and State aforesaid certify that he/she is the Secretary of Corporation, and that authority duly given me and as the act of the corporation the foregoing instrument was signed in its name by its President and attested by his/herself as its Secretary.

Witness my hand and notary seal this day of , 2010.

Notary Public My Commission Expires:

State of North Carolina County of Buncombe

I, Notary Public of the County and State aforesaid certify that she is the Secretary of Community Action Opportunities, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Executive Director and attested by herself as the Secretary.

Witness my hand and notary seal this day of , 2010.

Notary Public My Commission Expires:

BID FORM

FOR

Roof Replacement on the Reid Recreation Center Annex Building  
AKA The Lonnie D. Burton Child Development Center  
A City of Asheville Owned Building

At

133 Livingston Street, Annex Building, Asheville, NC 28801

DATE: \_\_\_\_\_

The undersigned, as Bidder, hereby declares that the only person or persons interested in this proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respect fair and in good faith without collusion of fraud.

The Bidder further declares that he/she has examined the site and is fully informed about all known conditions pertaining to the work. The bidder also has examined the specifications for the work and the contract documents relative thereto, and has read all special provisions furnished prior to opening of bids; and that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees to, if this bid is accepted, enter into an Agreement with Community Action Opportunities(CAO) and to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the construction requirements called for by the plans and specifications in full and in complete accordance with the specifications and contract documents to the full and entire satisfaction of CAO, with a definite understanding that CAO shall allow no money for extra work, except as set forth in the General Conditions and Contract Documents.

Base Bid:                   Dollars   (\$ \_\_\_\_\_ )

Alternate 1:               Dollars   (\$ \_\_\_\_\_ )

The Bidder further proposes and agrees hereby to commence actual work on the site of this project within ten (10) calendar days immediately following the date of execution of the Contract Documents by CAO and to fully complete all work there under within \_\_\_\_ days.

Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

By: \_\_\_\_\_ Title: \_\_\_\_\_  
Name: \_\_\_\_\_ Proprietorship or Partnership  
Owner, Partner, Corporate  
President or Vice-President

Witness: \_\_\_\_\_ Title: \_\_\_\_\_

Name of Firm or Corporation making bid

Address: \_\_\_\_\_

Contractor License No. \_\_\_\_\_

City Privilege License No.: \_\_\_\_\_

Federal I.D.: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_ Title: \_\_\_\_\_  
Corporate Secretary or Assistant  
Secretary only)



FINAL CERTIFICATE AND RELEASE

FROM: \_\_\_\_\_

TO: COMMUNITY ACTION OPPORTUNITIES

REFERENCE: Contract entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2010 between Community Action Opportunities, hereinafter called CAO, and \_\_\_\_\_, hereinafter called Contractor, \_\_\_\_\_ for \_\_\_\_\_ the \_\_\_\_\_.

KNOWN ALL MEN BY THESE PRESENTS:

1. The Contractor hereby certifies that there is due and payable under the contract and all change orders and modifications thereof the sum of \_\_\_\_\_ (dollars) as final payment.
2. The Contractor further certifies that there are no outstanding or unsettled claims or items in addition to the amount set forth in Paragraph 1 hereof which it claims are just and due and owed by CAO of the Contractor.
3. The Contractor further certifies that all work required under this contract, including work required under all change orders and modifications, has been performed in accordance with the terms, thereof, and that there are no claims of laborers, material men, mechanics, or subcontractors for unpaid moneys or wages arising out of the performance of this contract.
4. Except for the amount stated in Paragraph 1 hereof, the Contractor has received from CAO all sums of money payable to the Contractor under or pursuant to the aforementioned contract and change order and modifications thereof.
5. In consideration of the payment of the amount stated in Paragraph 1, hereof, the Contractor does hereby release CAO from any and all claims, demands, rights, claims of lien, damages, suits, or causes of action, both legal and equitable, which the Contractor has, might have, or might subsequently accrue, arising under, growing out of, or in any way connected with the Contract and change orders referred to above.

FINAL CERTIFICATE AND RELEASE (continued)

IN WITNESS WHEREOF, the Contractor has executed this Final Certificate and Release by its officers and seal, all by authority duly given, this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

BY: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, a Notary Public of the State of \_\_\_\_\_, County of \_\_\_\_\_, do hereby certify that \_\_\_\_\_ personally appeared before me this day, and being first duly sworn on oath, deposed and said that \_\_\_he is the \_\_\_\_\_ of, that \_\_\_he has read the foregoing Final Certificate and Release and that the matters and things stated therein are, to the best of his/her knowledge and belief, true, and that by authority duly give and as the act of \_\_\_\_\_, the foregoing instrument was signed in its name by him/her as its \_\_\_\_\_ Secretary.

WITNESS my hand and Notarial Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

My Commission expires:

\_\_\_\_\_

NOTARY PUBLIC

## Protecting State and Local Government and Contractor Whistleblowers under Section 1553 of the American Recovery and Reinvestment Act of 2009, (Public Law 111-5)

This article contains ARRA's statutory provisions prohibiting non-Federal employers receiving covered funds from taking actions against employees in reprisal for whistleblowing. Please note, that, pursuant to section (e), any employer receiving covered funds must post notice of the rights and remedies outlined in this award term.

(a) **PROHIBITION OF REPRISALS.**—An employee of any non-Federal employer receiving covered funds may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee reasonably believes is evidence of—

- (1) gross mismanagement of an agency contract or grant relating to covered funds;
- (2) a gross waste of covered funds;
- (3) a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- (4) an abuse of authority related to the implementation or use of covered funds; or
- (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

b) **INVESTIGATION OF COMPLAINTS.**—

(1) **IN GENERAL.**—A person who believes that the person has been subjected to a reprisal prohibited by subsection (a) may submit a complaint regarding the reprisal to the appropriate inspector general. Except as provided under paragraph (3), unless the inspector general determines that the complaint is frivolous, does not relate to covered funds, or another Federal or State judicial or administrative proceeding has previously been invoked to resolve such complaint, the inspector general shall investigate the complaint and, upon completion of such investigation, submit a report of the findings of the investigation to the person, the person's employer, the head of the appropriate agency, and the Board.

(2) **TIME LIMITATIONS FOR ACTIONS.**—

(A) **IN GENERAL.**—Except as provided under subparagraph (B), the inspector general shall, not later than 180 days after receiving a complaint under paragraph (1)—

(i) make a determination that the complaint is frivolous, does not relate to covered funds, or another Federal or State judicial or administrative proceeding has previously been invoked to resolve such complaint; or (ii) submit a report under paragraph (1).

(B) **EXTENSIONS.**—

(i) **VOLUNTARY EXTENSION AGREED TO BETWEEN INSPECTOR GENERAL AND COMPLAINANT.**—If the inspector general is unable to complete an investigation under this section in time to submit a report within the 180-day period specified under subparagraph (A) and the person submitting the complaint agrees to an extension of time, the inspector general

shall submit a report under paragraph (1) within such additional period of time as shall be agreed upon between the inspector general and the person submitting the complaint.

(ii) EXTENSION GRANTED BY INSPECTOR GENERAL.—

If the inspector general is unable to complete an investigation under this section in time to submit a report within the 180-day period specified under subparagraph (A), the inspector general may extend the period for not more than 180 days without agreeing with the person submitting the complaint to such extension, provided that the inspector general provides a written explanation (subject to the authority to exclude information under paragraph (4)(C)) for the decision, which shall be provided to both the person submitting the complaint and the non-Federal employer.

(iii) SEMI-ANNUAL REPORT ON EXTENSIONS.—The inspector general shall include in semi-annual reports to Congress a list of those investigations for which the inspector general received an extension.

(3) DISCRETION NOT TO INVESTIGATE COMPLAINTS.—

(A) IN GENERAL.—The inspector general may decide not to conduct or continue an investigation under this section upon providing to the person submitting the complaint and the non-Federal employer a written explanation (subject to the authority to exclude information under paragraph (4)(C)) for such decision.

(B) ASSUMPTION OF RIGHTS TO CIVIL REMEDY.—Upon receipt of an explanation of a decision not to conduct or continue an investigation under subparagraph (A), the person submitting a complaint shall immediately assume the right to a civil remedy under subsection (c)(3) as if the 210-day period specified under such subsection has already passed.

(C) SEMI-ANNUAL REPORT.—The inspector general shall include in semi-annual reports to Congress a list of those investigations the inspector general decided not to conduct or continue under this paragraph.

(4) ACCESS TO INVESTIGATIVE FILE OF INSPECTOR GENERAL.—

(A) IN GENERAL.—The person alleging a reprisal under this section shall have access to the investigation file of the appropriate inspector general in accordance with section 552a of title 5, United States Code (commonly referred to as the “Privacy Act”). The investigation of the inspector general shall be deemed closed for purposes of disclosure under such section when an employee files an appeal to an agency head or a court of competent jurisdiction.

(B) CIVIL ACTION.—In the event the person alleging the reprisal brings suit under subsection (c)(3), the person alleging the reprisal and the non-Federal employer shall have access to the investigative file of the inspector general in accordance with the Privacy Act.

(C) EXCEPTION.—The inspector general may exclude from disclosure—

(i) information protected from disclosure by a provision of law; and (ii) any additional information the inspector general determines disclosure of which would impede a continuing investigation, provided that such information is disclosed once such disclosure would no longer impede such investigation, unless the inspector general determines that disclosure of law enforcement techniques, procedures, or information could reasonably be expected to risk circumvention of the law or disclose the identity of a confidential source.

(5) PRIVACY OF INFORMATION.—An inspector general investigating an alleged reprisal under this section may not respond to any inquiry or disclose any information from or about any person alleging such reprisal, except in accordance with the provisions of section 552a of title 5, United States Code, or as required by any other applicable Federal law.

(c) REMEDY AND ENFORCEMENT AUTHORITY.—

(1) BURDEN OF PROOF.—

(A) DISCLOSURE AS CONTRIBUTING FACTOR IN REPRISAL.—

(i) IN GENERAL.—A person alleging a reprisal under this section shall be deemed to have affirmatively established the occurrence of the reprisal if the person demonstrates that a disclosure described in subsection (a) was a contributing factor in the reprisal.

(ii) USE OF CIRCUMSTANTIAL EVIDENCE.—A disclosure may be demonstrated as a contributing factor in a reprisal for purposes of this paragraph by circumstantial evidence, including—

(I) evidence that the official undertaking the reprisal knew of the disclosure; or

(II) evidence that the reprisal occurred within a period of time after the disclosure such that a reasonable person could conclude that the disclosure was a contributing factor in the reprisal.

(B) OPPORTUNITY FOR REBUTTAL.—The head of an agency may not find the occurrence of a reprisal with respect to a reprisal that is affirmatively established under subparagraph (A) if the non-Federal employer demonstrates by clear and convincing evidence that the non-Federal employer would have taken the action constituting the reprisal in the absence of the disclosure.

(2) AGENCY ACTION.—Not later than 30 days after receiving an inspector general report under subsection (b), the head of the agency concerned shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the complainant to a reprisal prohibited by subsection (a) and shall either issue an order denying relief in whole or in part or shall take 1 or more of the following actions:

(A) Order the employer to take affirmative action to abate the reprisal.

(B) Order the employer to reinstate the person to the position that the person held before the reprisal, together with the compensation (including back pay), compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.

(C) Order the employer to pay the complainant an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the complainant for, or in connection with, bringing the complaint regarding the reprisal, as determined by the head of the agency or a court of competent jurisdiction.

(3) CIVIL ACTION.—If the head of an agency issues an order denying relief in whole or in part under paragraph (1), has not issued an order within 210 days after the submission of a complaint under subsection (b), or in the case of an extension of time under subsection (b)(2)(B)(i), within 30 days after the expiration of the extension of time, or decides under subsection (b)(3) not to investigate or to discontinue an investigation, and there is no showing that such delay or decision is due to the bad faith of the complainant, the complainant shall be deemed to have exhausted all administrative remedies with respect to the complaint, and the complainant may bring a de novo action at law or equity against the employer to seek compensatory damages and other relief available under this section in the appropriate district court of the United States, which shall have jurisdiction over such an action without regard to the amount in controversy. Such an action shall, at the request of either party to the action, be tried by the court with a jury.

(4) JUDICIAL ENFORCEMENT OF ORDER.—Whenever a person fails to comply with an order issued under paragraph (2), the head of the agency shall file an action for enforcement of such order in the United States district court for a district in which the reprisal was found to have occurred. In any action brought under this paragraph, the court may grant appropriate relief, including injunctive relief, compensatory and exemplary damages, and attorneys' fees and costs.

(5) JUDICIAL REVIEW.—Any person adversely affected or aggrieved by an order issued under paragraph (2) may obtain review of the order's conformance with this subsection, and any regulations issued to carry out this section, in the United States court of appeals for a circuit in which the reprisal is alleged in the order to have occurred. No petition seeking such review may be filed more than 60 days after issuance of the order by the head of the agency. Review shall conform to chapter 7 of title 5, United States Code.

(d) NONENFORCEABILITY OF CERTAIN PROVISIONS WAIVING RIGHTS AND REMEDIES OR REQUIRING ARBITRATION OF DISPUTES.—

(1) **WAIVER OF RIGHTS AND REMEDIES.**—Except as provided under paragraph (3), the rights and remedies provided for in this section may not be waived by any agreement, policy, form, or condition of employment, including by any predispute arbitration agreement.

(2) **PREDISPUTE ARBITRATION AGREEMENTS.**—Except as provided under paragraph (3), no predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising under this section.

(3) **EXCEPTION FOR COLLECTIVE BARGAINING AGREEMENTS.**—

Notwithstanding paragraphs (1) and (2), an arbitration provision in a collective bargaining agreement shall be enforceable as to disputes arising under the collective bargaining agreement.

(e) **REQUIREMENT TO POST NOTICE OF RIGHTS AND REMEDIES.**—

Any employer receiving covered funds shall post notice of the rights and remedies provided under this section.

(f) **RULES OF CONSTRUCTION.**—

(1) **NO IMPLIED AUTHORITY TO RETALIATE FOR NON-PROTECTED**

**DISCLOSURES.**—Nothing in this section may be construed to authorize the discharge of, demotion of, or discrimination against an employee for a disclosure other than a disclosure protected by subsection (a) or to modify or derogate from a right or remedy otherwise available to the employee.

(2) **RELATIONSHIP TO STATE LAWS.**—Nothing in this section may be construed to preempt, preclude, or limit the protections provided for public or private employees under State whistleblower laws.

(g) **DEFINITIONS.**—In this section:

(1) **ABUSE OF AUTHORITY.**—The term “abuse of authority” means an arbitrary and capricious exercise of authority by a contracting official or employee that adversely affects the rights of any person, or that results in personal gain or advantage to the official or employee or to preferred other persons.

(2) **COVERED FUNDS.**—The term “covered funds” means any contract, grant, or other payment received by any non-Federal employer if—

(A) the Federal Government provides any portion of the money or property that is provided, requested, or demanded; and

(B) at least some of the funds are appropriated or otherwise made available by this Act.

(3) **EMPLOYEE.**—The term “employee”—

(A) except as provided under subparagraph (B), means an individual performing services on behalf of an employer; and

(B) does not include any Federal employee or member of the uniformed services (as that term is defined in section 101(a)(5) of title 10, United States Code).

(4) **NON-FEDERAL EMPLOYER.**—The term “non-Federal employer”—

(A) means any employer—

(i) with respect to covered funds—

(I) the contractor, subcontractor, grantee, or recipient, as the case may be, if the contractor and (II) any professional membership organization, certification or other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving covered funds; or (ii) with respect to covered funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor of the State or local government; and

(B) does not mean any department, agency, or other entity of the Federal Government.

(5) **STATE OR LOCAL GOVERNMENT.**—The term “State or local government” means—

(A) the government of each of the several States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the Virgin Islands, the Commonwealth of the Northern

Mariana Islands, or any other territory or possession of the United States; or (B) the government if any political subdivision of a government listed in subparagraph (A).

(6) BOARD – The term “Board” means the Recovery Accountability and Transparency Board, which was established in section 1521 of ARRA.

## **Safety Plan for the Lonnie D. Burton Head Start Center during the Roof Replacement Project**

July - August, 2010

1. Children will not be on-site from July 31st to August 16<sup>th</sup>, which minimizes the need for the following items 4, 8, 9, 10, 11 & 12.
2. The Contractor will stage materials and access the roof from Hamilton Street.
3. The Contractor will erect temporary fences as needed to ensure safe ingress and egress to the building.
4. The Contractor will erect temporary fences as needed to ensure safe ingress and egress between the building and the playground area.
5. The Contractor will place temporary construction barriers as needed.
6. No Contractor employees or labors shall enter the center for any reason. For the primary purpose of communicating with the center director, the project superintendent whom the Contractor has appointed, may enter the building.
7. In the event that the building alarm is sounded, the Contractor shall secure all material near the edges of the building and cease all work on the building until the alarm is cleared.
8. Center staff shall perform a safety check prior to children entering or exiting the building while the Contractor is working on-site. Such safety check shall include but not be limited to: observing the location of construction activity, ensuring the path is safe and clear, ensuring there is no work being done in the vicinity (side to side and above) of the entry/exit point, and informing Contractors employees, if they are in the vicinity, that children will be entering/exiting and requesting that work stop until the children are clear.
9. Center staff shall check to ensure that all gates on the playground are closed and secure when utilizing the playground.
10. Center staff will have at least one staff meeting (including substitutes) concerning the project and the timeline for the project with an emphasis on the importance of good supervision, safety, logical thinking and accountability of children. The fire drill plan will also be discussed.
11. Center staff will conduct a fire drill when construction starts.
12. Center staff shall communicate with parents to discuss the project and prepare them for necessary changes.



## **Compliance Statement for Bidding and Contracting**

The **City of Asheville** adopted a Minority Business Plan to encourage participation of minority businesses in the award of city contracts. Bidders are notified that this bid is subject to the minimal provisions of that Plan.

Questions regarding the Minority Business Plan may be directed to, Coordinator for the Minority Business Program, City of Asheville, Post Office Box 7148, Asheville, NC 28802-7148 or by phone at (828) 232-4566 or by e-mail at [minoritybusiness@ashevillenc.gov](mailto:minoritybusiness@ashevillenc.gov). You can access two sources for certified minority firms at [www.doa.state.nc.us/hub](http://www.doa.state.nc.us/hub) and [www.ips.state.nc.us/ips/vendor/searchvendor.aspx?t=h](http://www.ips.state.nc.us/ips/vendor/searchvendor.aspx?t=h) to search for vendors.

It is the policy of the City to (1) provide minorities an equal opportunity to participate in all aspects of its contracting and procurement programs and (2) prohibit any and all discrimination against persons or businesses in pursuit of these opportunities.

As a partner of the City of Asheville and Community Action Agency that operates a pre-school Head Start program at the Reid Center's "Annex" building, we are committed to community-wide workforce development.

We support the City's Minority Business Plan and encourage contractors and sub-contractors who are Certified Minority Businesses, to submit bids on the Work specified in this Request.

Vicki S Heidinger  
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Community Action Opportunities

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