



**SAMPSON COUNTY  
BOARD OF COMMISSIONERS  
MEETING AGENDA  
May 23, 2016  
Recessed Meeting 5:30 p.m.**

**5:30 pm Re-Convene Meeting Recessed from May 2, 2016  
(Superintendent's Conference Room, Board of Education Offices)**

**Item 1 Work Session – Public Works**

**1 - 38**

**1. Potential Roof Restorations**

Public Works Director Lee Cannady will discuss the need for restoration of the roofs of the former Health Department Building and the Veterans Office Building.

*Attachments: Bid Specs/Addenda, Bids Received, Bid Tabulation*

*Recommended Action: Consider award of bid to lowest responsible bidder.*

**2. Water System Challenges**

Matt West of Dewberry Engineering will be present to provide a water system update and challenges for continued development of the system.

*Attachments: None, Mr. West will provide handouts at the meeting.*

*Recommended Action: Consider engineering proposal.*

**7:00 pm Recess and Reconvene – County Auditorium**

**Item 2 Public Hearing – Consideration of Performance Based Incentives for Economic Development Project (Farm Fresh Produce, Inc.)**

**39 - 40**

This hearing was rescheduled and advertised for May 23, 2016. Project details will be provided by staff.

*Attachments: Resolution authorizing execution of Incentive Agreement.*

*Recommended Action: Adopt attached resolution.*

**Item 3 Consideration of Law Enforcement Contracts with Roseboro and Garland**

**41 - 54**

At your May 2 meeting, the Board voted to table action on the attached proposed contracts until further discussion at this session.

*Attachments: Proposed contracts with municipalities, expenditure tables.*

*Recommended Action: Approve contracts as recommended.*

**Item 4 Consideration of Appointment of District Representatives to Land Use Plan Update Steering Committee**

At your May 2 meeting, Planning Director Mary Rose explained the use of a steering committee for the land use plan update process and requested that each commissioner recommend appointment of one citizen from their district to serve.

Attachments: None.

Recommended Action: *Appoint citizens from each district.*

**Item 5 Presentation of Proposed Budget for FY 2016-2017**

County Manager Ed Causey will review the budget message for the proposed budget for FY 2016-2017.

Attachments: None, Budget Message to be provided at meeting.

Recommended Action: *Call for a public hearing on the proposed budget and a separate hearing regarding the economic development expenditures therein for June 6, 2016 and direct Clerk to publish notices of same. (Session Law 2015-277 now requires a separate public hearing prior to approval of any appropriations for economic development.)*

**Item 6 Closed Session - GS 143-318.11(a)(6) Personnel**

Sampson County Human Services (old Health Dept portion) & Veterans Building Roof Project Bid Tabulation

Contractor	Base Bid (Old Hlth Dept)	Alternate Bid (Veterans Bldg)	Total Base and Alternate Bids	UNIT COSTS (if needed)				Addenda Acknowledged?
				Per Square Foot Roof Replcmt	Drain Replacmt (each)	Per Square Foot Deck Replacmt	Unit Removal (each)	
BIRS	\$210,258	\$78,318	\$288,576.00	\$20.00	\$1,200.00	\$9.50	not noted	yes
<b>ICS</b>	<b>\$138,870</b>	<b>\$55,360</b>	<b>\$194,230.00</b>	\$14.80	\$980.00	\$9.70	\$480	yes
Service Roofing	\$213,033	\$59,000	\$272,033.00	\$20.00	\$1,800.00	\$10.00	not noted	yes

SECTION 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

PART 1 - GENERAL

1.1 BID INFORMATION

- A. Bidder: Industrial Contract Service Corporation
- B. Project Name: Sampson County Human Services Building and Veteran's Building
- C. Project Location: 360 County Complex Road, Clinton NC. 28328
- D. Owner: County of Sampson.

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. One-hundred-thirty-eight-thousand-eight-hundred-seventy Dollars (\$ 138,870.00).

- B. ALTERNATE BID - Provide a separate cost to perform the same scope of work on the Veteran's Building

1. Fifty-five-thousand-three-hundred-sixty Dollars (\$ 55,360.00).

C. UNIT PRICES

- 1. Roof Replacement \$ 14.80 sq/ft
- 2. Drain Replacement \$ 980.00 each
- 3. Deck Replacement \$ 9.70 sq/ft
- 4. Unit Removal \$ 480.00 each

1.3 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

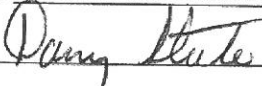
- 1. Addendum No. 1, dated 1/20/2016
- 2. Addendum No. 2, dated 2/01/2016

County of Sampson  
Sampson County Human Services Building

1.4 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in the Project jurisdiction, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.5 SUBMISSION OF BID

- A. Respectfully submitted on (Insert date): 02/04/2016
- B. Submitted By: (Name of Bidding Firm): Industrial Contract Service Corporation
- C. Authorized Signature: (Handwritten): 
- D. Signed By: (Type or print name): Danny R Steele
- E. Title: (Owner/Partner/Pres./Vice Pres.): President
- F. Street Address: 313 N Cardinal Drive
- G. City, State, Zip: Wilmington, NC 28405
- H. Phone: 910-452-0098
- I. Email Address: dsteELE@ec.rr.com
- J. License No.: 34060
- K. Federal ID No.: 56-1762720

END OF SECTION 004113

SECTION 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

PART 1 - GENERAL

1.1 BID INFORMATION

- A. Bidder: BIRS, Inc
- B. Project Name: Sampson County Human Services Building and Veteran's Building
- C. Project Location: 360 County Complex Road, Clinton NC. 28328
- D. Owner: County of Sampson.

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. Two Hundred Ten Thousand, Two Hundred Fifty Eight Dollars (\$ 210,258.<sup>00</sup>).

- B. ALTERNATE BID - Provide a separate cost to perform the same scope of work on the Veteran's Building

1. Seventy Eight Thousand, Three Hundred Eighteen Dollars (\$ 78,318.<sup>00</sup>).

C. UNIT PRICES

1. Roof Replacement \$ 20.<sup>00</sup> sq/ft
2. Drain Replacement \$ 1,200.<sup>00</sup> each
3. Deck Replacement \$ 9.<sup>50</sup> sq/ft

1.3 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

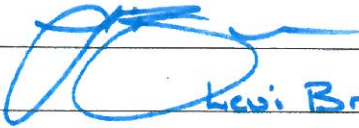
1. Addendum No. 1, dated 1/20/16.
2. Addendum No. 2, dated 2/1/16.

County of Sampson  
Sampson County Human Services Building

1.4 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in the Project jurisdiction, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.5 SUBMISSION OF BID

- A. Respectfully submitted on (Insert date): February 2, 2016
- B. Submitted By: (Name of Bidding Firm): BIRS, Inc
- C. Authorized Signature: (Handwritten): 
- D. Signed By: (Type or print name): Levi Brocker
- E. Title: (Owner/Partner/Pres./Vice Pres.): Vice President
- F. Street Address: 207 Robbins St.
- G. City, State, Zip: Greensboro NC 27406
- H. Phone: 336-275-6016
- I. Email Address: levi.brocker@yahoo.com
- J. License No.: 25444
- K. Federal ID No.: 56-1621243

END OF SECTION 004113



SECTION 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

PART 1 - GENERAL

1.1 BID INFORMATION

- A. Bidder: Service Roofing & Sheet Metal Company
- B. Project Name: Sampson County Human Services Building and Veteran's Building
- C. Project Location: 360 County Complex Road, Clinton NC. 28328
- D. Owner: County of Sampson.

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. Two hundred thirteen and thirty-three Dollars (\$ 213,033.00 ).

- B. ALTERNATE BID - Provide a separate cost to perform the same scope of work on the Veteran's Building

1. Fifty-nine thousand..... Dollars (\$ 59,000.00 ).

C. UNIT PRICES

- 1. Roof Replacement \$ 20.00 sq/ft
- 2. Drain Replacement \$ 1800.00 each
- 3. Deck Replacement \$ 10.00 sq/ft

1.3 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated 1/20/16.

2. Addendum No. 2, dated 2/1/16.

\*\*\*See attachment at end of section 004113\*\*\*

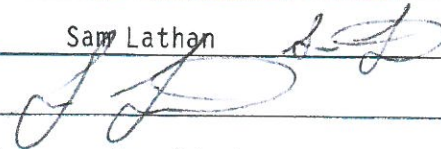


County of Sampson  
Sampson County Human Services Building

1.4 CONTRACTOR'S LICENSE




- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in the Project jurisdiction, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.5 SUBMISSION OF BID

- A. Respectfully submitted on (Insert date): 2/4/16, \_\_\_\_\_
- B. Submitted By: (Name of Bidding Firm): Service Roofing & Sheet Metal Co.
- C. Authorized Signature: (Handwritten): Sam Lathan 
- D. Signed By: (Type or print name): \_\_\_\_\_
- E. Title: (Owner/Partner/Pres./Vice Pres.): President
- F. Street Address: 4838 US Hwy. 421 N.
- G. City, State, Zip: Wilmington, NC 28401
- H. Phone: 910-343-9860
- I. Email Address: slathan@serviceroofing.com
- J. License No.: NC16541
- K. Federal ID No.: 56-1401340

END OF SECTION 004113

Attached

1. Service Roofing will warranty our workmanship only for two years. 
2. Service Roofing will not warranty any materials including Tremco. 
3. Service Roofing's price is good for 30 days from bid date. In the event  the price of any materials or products to be used in this work should increase 5% or greater from the price at which the material/product was available to the contractor at the time of submission of this proposal, then the price quoted shall be increased to reflect the additional cost.

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

004113 Bid Form - Stipulated Sum (single-prime Contract)

DIVISION 01 - GENERAL REQUIREMENTS

011000 Summary

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

070150 Preparation For Re-roofing

075600.13 Fluid-applied Membrane Roofing, Insulated

SECTION 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

PART 1 - GENERAL

1.1 BID INFORMATION

- A. Bidder: \_\_\_\_\_.
- B. Project Name: Sampson County Human Services Building and Veteran's Building
- C. Project Location: 360 County Complex Road, Clinton NC. 28328
- D. Owner: County of Sampson.

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

- B. ALTERNATE BID - Provide a separate cost to perform the same scope of work on the Veteran's Building

1. \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

C. UNIT PRICES

- 1. Roof Replacement \$\_\_\_\_\_ sq/ft
- 2. Drain Replacement \$\_\_\_\_\_ each
- 3. Deck Replacement \$\_\_\_\_\_ sq/ft

1.3 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

- 1. Addendum No. 1, dated \_\_\_\_\_.
- 2. Addendum No. 2, dated \_\_\_\_\_.

1.4 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in the Project jurisdiction, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.5 SUBMISSION OF BID

- A. Respectfully submitted on (Insert date): \_\_\_\_\_, \_\_\_\_\_.
- B. Submitted By: (Name of Bidding Firm): \_\_\_\_\_
- C. Authorized Signature: (Handwritten): \_\_\_\_\_
- D. Signed By: (Type or print name): \_\_\_\_\_
- E. Title: (Owner/Partner/Pres./Vice Pres.): \_\_\_\_\_
- F. Street Address: \_\_\_\_\_
- G. City, State, Zip: \_\_\_\_\_
- H. Phone: \_\_\_\_\_
- I. Email Address: \_\_\_\_\_
- J. License No.: \_\_\_\_\_
- K. Federal ID No.: \_\_\_\_\_

END OF SECTION 004113

## SECTION 011000 - SUMMARY

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Project information.
  - 2. Work covered by Contract Documents.
  - 3. Coordination with occupants.
  - 4. Specification and drawing conventions.
  - 5. Miscellaneous provisions.

#### 1.3 PROJECT INFORMATION

- A. Facility Owner Information:
  - 1. Owner Name: County of Sampson.
  - 2. Owner's Representative: .
    - a. Lee Cannady
- B. Facility Information:
  - 1. Facility Name: Sampson County Human Services Building and Sampson County Veterans Building.
  - 2. Building Location: .
- C. Project Information:
  - 1. Project Name: Sampson County Human Services Building and .

#### 1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following:

1. Roof Area RA#1: Main Roof:
  - a. Area of Roof: 13,400 sq./ft.
  - b. Description of Work: Existing roof rehabilitation.
2. Roof Area RA#2: Veterans Building:
  - a. Area of Roof: 3,600 sq./ft.
  - b. Description of Work: Existing roof rehabilitation.

B. Type of Contract:

1. Project will be constructed under a single prime contract.

1.5 ACCESS TO SITE

A. Use of Site, Limited: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.

1. Use of Site: Limit use of Project site to work in areas indicated and as directed by Owner. Do not disturb portions of Project site beyond areas in which the Work is indicated, including designated lay-down areas.
2. Driveways, Walkways and Entrances: Keep driveways, facility loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
  - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
  - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

B. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

1.6 COORDINATION WITH OCCUPANTS

A. Owner Occupancy: Owner will occupy site including existing and adjacent building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.

1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.

2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.

#### 1.7 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
  1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
  1. Notify Owner not less than two days in advance of proposed disruptive operations.
  2. Obtain Owner's written permission before proceeding with disruptive operations.
- C. Nonsmoking Building: Smoking is not permitted within the building or within **25 feet** of entrances, operable windows, or outdoor-air intakes.

#### 1.8 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
  1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
  2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000



## SECTION 070150 - PREPARATION FOR RE-ROOFING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:

1. Partial roof tear-off.
2. Removal of base flashings.
3. Temporary roofing membrane.
4. Roof patching.
5. Roof ply reinforcement.
6. Uplift securement.
7. Roof rehabilitation preparation.
8. Division 01 Section "Summary" for use of the premises and phasing requirements, and for restrictions on use of the premises due to Owner or tenant occupancy.
9. Division 07 Section "Sheet Metal Flashing and Trim" for shop-formed expansion joints.
10. Division 07 Section "Roof Specialties."
11. Division 07 Section "Manufactured Roof Expansion Joints."

#### 1.3 DESCRIPTION OF WORK

- A. Re-roofing preparation Work consists of the following:

1. Preparation for Roof Area RA#1: Main Roof:
  - a. Preparation for: Roof rehabilitation.
  - b. Existing Roof Type: Smooth surfaced BUR.
  - c. Existing Deck Type: Metal deck.

- d. Partial roof tear-off.
  - e. Roof patching.
  - f. Uplift securement.
  - g. Removal of base flashings.
2. Preparation for Roof Area RA#2: Vetrans Building:
- a. Preparation for: Roof rehabilitation.
  - b. Existing Roof Type: Smooth surfaced BUR.
  - c. Existing Deck Type: Metal deck.
  - d. Partial roof tear-off.
  - e. Roof patching.
  - f. Uplift securement.
  - g. Removal of base flashings.
  - h. Temporary roof membrane.

#### 1.4 MATERIALS OWNERSHIP

- A. Except for items or materials indicated to be reused, reinstalled, or otherwise indicated to remain Owner's property, demolished materials shall become Contractor's property and shall be removed from Project site.

#### 1.5 DEFINITIONS

- A. Roofing Terminology: Refer to ASTM D 1079 and glossary in NRCA's "The NRCA Roofing and Waterproofing Manual" for definition of terms related to roofing work in this Section.
- B. Existing Membrane Roofing System: Roofing system identified above, including roofing membrane, roof insulation, surfacing, and components and accessories between deck and roofing membrane.
- C. Roof Tear-Off: Removal of existing membrane roofing system from deck.
- D. Partial Roof Tear-Off: Removal of a portion of existing membrane roofing system from deck or removal of selected components and accessories from existing membrane roofing system.
- E. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and reinstalled.
- F. Existing to Remain: Existing items of construction that are not indicated to be removed.

1.6 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Temporary Roofing: Include Product Data and description of temporary roofing system. If temporary roof will remain in place, submit surface preparation requirements needed to receive permanent roof, and submit a letter from roofing membrane manufacturer stating acceptance of the temporary membrane and that its inclusion will not adversely affect the roofing system's resistance to fire and wind.

1.7 INFORMATIONAL SUBMITTALS

- A. Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including exterior and interior finish surfaces, which might be misconstrued as having been damaged by reroofing operations. Submit before Work begins.

1.8 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning membrane roofing removal. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Reroofing Conference: Conduct conference at Project site.
  - 1. Meet with Owner; Owner's insurer if applicable; testing and inspecting agency representative; roofing system manufacturer's representative; deck Installer; roofing Installer including project manager, superintendent, and foreman; and installers whose work interfaces with or affects reroofing including installers of roof accessories and roof-mounted equipment.
  - 2. Review methods and procedures related to roofing system tear-off and replacement including, but not limited to, the following:
    - a. Reroofing preparation, including membrane roofing system manufacturer's written instructions.
    - b. Temporary protection requirements for existing roofing system that is to remain during and after installation.
    - c. Existing roof drains and roof drainage during each stage of reroofing, and roof drain plugging and plug removal requirements.
    - d. Construction schedule and availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
    - e. Existing deck removal procedures and Owner notifications.
    - f. Condition and acceptance of existing roof deck and base flashing substrate for reuse.
    - g. Structural loading limitations of deck during reroofing.

- h. Base flashings, special roofing details, drainage, penetrations, equipment curbs, and condition of other construction that will affect reroofing.
- i. HVAC shutdown and sealing of air intakes.
- j. Shutdown of fire-suppression, -protection, and -alarm and -detection systems.

#### 1.9 PROJECT CONDITIONS

- A. Owner will occupy portions of building immediately below reroofing area. Conduct reroofing so Owner's operations will not be disrupted. Provide Owner with not less than 48 hours' notice of activities that may affect Owner's operations.
  - 1. Coordinate work activities daily with Owner so Owner can place protective dust or water leakage covers over sensitive equipment or furnishings, shut down HVAC and fire-alarm or -detection equipment if needed, and evacuate occupants from below the work area.
  - 2. Before working over structurally impaired areas of deck, notify Owner to evacuate occupants from below the affected area. Verify that occupants below the work area have been evacuated before proceeding with work over the impaired deck area.
- B. Protect building to be reroofed, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from reroofing operations.
- C. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.
  - 1. A roof moisture survey of existing membrane roofing system is available for Contractor's reference.
  - 2. The results of an analysis of test cores from existing membrane roofing system are available for Contractor's reference.
  - 3. Construction Drawings for existing roofing system are provided for Contractor's reference. Contractor is responsible for conclusions derived from existing documents.
- D. Limit construction loads on roof to rooftop equipment wheel loads and uniformly distributed loads not exceeding recommendations of Contractor's professional engineer based upon site inspection and analysis.
- E. Weather Limitations: Proceed with reroofing preparation only when existing and forecasted weather conditions permit Work to proceed without water entering existing roofing system or building.
- F. Daily Protection: Coordinate installation of roofing so insulation and other components of roofing system not permanently exposed are not subjected to precipitation or left uncovered at the end of the workday or when rain is forecast.
- G. Hazardous Materials: It is not expected that hazardous materials such as asbestos-containing materials will be encountered in the Work.
  - 1. Hazardous materials will be removed by Owner before start of the Work. Existing roof will be left no less watertight than before removal.

2. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- H. Hazardous Materials: Present in building to be reroofed. A report on the presence of hazardous materials is on file for review and use. Examine report to become aware of locations where hazardous materials are present.
1. Hazardous material remediation is specified elsewhere in the Contract Documents.
  2. Do not disturb hazardous materials or items suspected of containing hazardous materials except according to procedures specified elsewhere in the Contract Documents.
  3. Coordinate with hazardous material remediation subcontractor to prevent water from entering existing roofing system or building.

## PART 2 - PRODUCTS

### 2.1 INFILL MATERIALS

- A. Use infill materials matching existing membrane roofing system materials unless otherwise indicated.

### 2.2 TEMPORARY ROOFING MATERIALS

- A. Design and selection of materials for temporary roofing are responsibilities of Contractor.

### 2.3 RECOVER BOARDS

- A. Recover Board: ASTM C 1177/C 1177M, glass-mat, water-resistant gypsum substrate; 1/4 inch (6 mm) thick.
- B. Fasteners: Factory-coated steel fasteners, No. 12 or 14, and metal or plastic plates listed in FM Approval's "Approval Guide," designed for fastening recover boards to deck.

### 2.4 AUXILIARY REROOFING MATERIALS

- A. General: Auxiliary reroofing preparation materials recommended by roofing system manufacturer for intended use and compatible with components of new membrane roofing system.

## PART 3 - EXECUTION

### 3.1 PREPARATION, GENERAL

- A. Air Intake Shutdown: Coordinate with Owner to shut down air-intake equipment in the vicinity of the Work. Cover air-intake louvers before proceeding with reroofing work that could affect indoor air quality or activate smoke detectors in the ductwork.
- B. Temporary Weather Protection: During removal operations, have sufficient and suitable materials on-site to facilitate rapid installation of temporary protection in the event of unexpected rain.

- C. Roof Drain Protection: Maintain roof drains in functioning condition to ensure roof drainage at end of each workday. Prevent debris from entering or blocking roof drains and conductors. Use roof-drain plugs specifically designed for this purpose. Remove roof-drain plugs at end of each workday, when no work is taking place, or when rain is forecast.
  - 1. If roof drains are temporarily blocked or unserviceable due to roofing system removal or partial installation of new membrane roofing system, provide alternative drainage method to remove water and eliminate ponding. Do not permit water to enter into or under existing membrane roofing system components that are to remain.
- D. Verify that rooftop utilities and service piping have been shut off before beginning the Work.

### 3.2 INFILL MATERIALS INSTALLATION

- A. Immediately after removal of selected portions of existing membrane roofing system, and inspection and repair, if needed, of deck, fill in the tear-off areas to match existing membrane roofing system construction.
  - 1. Install new roofing membrane patch over roof infill area. If new roofing membrane is installed the same day tear-off is made, roofing membrane patch is not required.

### 3.3 EXISTING ROOF REPAIR

- A. Membrane Reinforcement Plies: Install reinforcement at alligatored substrates, along valleys, at areas of ponding.
  - 1. Install two ply sheets starting at low point of roofing system. Align ply sheets without stretching. Shingle side laps of ply sheets uniformly to achieve required number of plies throughout thickness of roofing membrane. Shingle in direction to shed water. Extend ply sheets over and terminate beyond cants.
  - 2. Embed each ply sheet in a solid mopping of cold, fluid-applied adhesive, applied at rate required by roofing system manufacturer, to form a uniform membrane without ply sheets touching.

### 3.4 TEMPORARY ROOFING MEMBRANE

- A. Install approved temporary roofing membrane over area to be reroofed.
- B. Remove temporary roofing membrane before installing new roofing membrane.

### 3.5 ROOF REHABILITATION PREPARATION

- A. Preparation of Existing Membrane Substrate: Prepare roof in accordance with new roofing manufacturer's requirements. Remove blisters, ridges, buckles, and other substrate irregularities from existing roofing membrane that inhibit new recover boards from conforming to substrate.
  - 1. Power wash clean existing substrate.
  - 2. Verify that existing substrate is dry before proceeding with installation of recover boards. Spot check substrates with an electrical capacitance moisture-detection meter.

3. Remove materials that are wet or damp. Removal will be paid for by adjusting the Contract Sum according to unit prices included in the Contract Documents.
4. Remove areas of membrane not fully adhered.

3.6 EXISTING BASE FLASHINGS

- A. Remove existing base flashings around parapets, curbs, walls, and penetrations.
- B. Replace existing metal flashings.

3.7 RECOVER BOARD INSTALLATION

- A. Install recover boards over roof insulation with long joints in continuous straight lines and end joints staggered between rows. Loosely butt recover boards together and fasten to deck.

3.8 DISPOSAL

- A. Collect demolished materials and place in containers. Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
  1. Storage or sale of demolished items or materials on-site is not permitted.
- B. Transport and legally dispose of demolished materials off Owner's property.

END OF SECTION 070150



## SECTION 075600.13 - FLUID-APPLIED MEMBRANE ROOFING, INSULATED

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes cold fluid-applied hybrid roofing systems on metal deck, consisting of the following:
  - 1. Roof insulation and cover board.
  - 2. Application of roof membrane and flashings consisting of multiple coats of fluid-applied, fabric-reinforced, polyurethane coating.
- B. Related Requirements:
  - 1. Division 01 Section "Summary" for use of the premises and phasing requirements, and for restrictions on use of the premises due to Owner or tenant occupancy.

#### 1.3 ROOFING CONFERENCES

- A. Roofing Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to roofing system.
  - 1. Meet with Owner; roofing materials manufacturer's representative; roofing Installer including project manager and foreman; and installers whose work interfaces with or affects roofing including installers of roof accessories and roof-mounted equipment requiring removal and replacement as part of the Work.
  - 2. Review methods and procedures related to preparation, including membrane roofing system manufacturer's written instructions.
  - 3. Review temporary protection requirements for existing roofing system that is to remain, during and after installation.
  - 4. Review roof drainage during each stage of roofing and review roof drain plugging and plug removal procedures.
  - 5. Review and finalize construction schedule, and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.

6. Review base flashings, special roofing details, drainage, penetrations, equipment curbs, and condition of other construction that will affect re-coating.
7. Review HVAC shutdown and sealing of air intakes.
8. Review existing conditions that may require notification of Owner before proceeding.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product specified.
- B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work. Provide roof plan showing orientation and types of roof deck and orientation of membrane roofing and fastening spacings and patterns for mechanically fastened components.
  1. Base flashings and terminations.
    - a. Indicate details meet requirements of NRCA required by this Section.
  2. Insulation fastening patterns for corner, perimeter, and field-of-roof locations.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Contractor's Product Certificate: Submit notarized certificate, indicating products intended for Work of this Section, including product names and numbers and manufacturers' names, with statement indicating that products to be provided meet the requirements of the Contract Documents.
  1. Indicate UL listing.
- B. Warranties: Unexecuted sample copies of special warranties.
- C. Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including exterior and interior finish surfaces, which might be misconstrued as having been damaged by re-coating operations. Submit before Work begins.

#### 1.6 CLOSEOUT SUBMITTALS

- A. Maintenance Data: To include in maintenance manuals.
- B. Warranties: Executed copies of approved warranty forms.

#### 1.7 QUALITY ASSURANCE

- A. Installer Qualifications: An employer of workers trained and certified by manufacturer, including a full-time on-site supervisor with a minimum of years' experience installing products comparable to those specified, able to communicate verbally with Contractor, Architect, and employees, and the following:
  1. Qualified by the manufacturer to install manufacturer's product and furnish warranty of type specified.

- B. **Manufacturer Qualifications:** Approved manufacturer listed in this Section, with minimum five years experience in manufacture of specified products in successful use in similar applications.
  - 1. **Approval of Other Manufacturers and Comparable Products:** Submit the following in accordance with project substitution requirements, within time allowed for substitution review:
    - a. Product data, including certified independent test data indicating compliance with requirements.
    - b. Samples of each component.
    - c. Sample submittal from similar project.
    - d. Project references: Minimum of five installations of specified products not less than five years old, with Owner and Architect contact information.
    - e. Sample warranty.
- C. **Roofing Inspector Qualifications:** A technical representative of manufacturer not engaged in the sale of products and experienced in the installation and maintenance of the specified roofing system, qualified to perform roofing observation and inspection specified in Field Quality Control Article, to determine Installer's compliance with the requirements of this Project, and approved by the manufacturer to issue warranty certification. The Roofing Inspector shall be one of the following:
  - 1. An independent party certified as a Registered Roof Observer by the Roof Consultants Institute, retained by the Contractor or the Manufacturer and approved by the Manufacturer.

#### 1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, approval or listing agency markings, and directions for storing and mixing with other components.
- B. Handle and store roofing materials, and place equipment in a manner to avoid significant or permanent damage to deck or structural supporting members.
- C. Protect materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with manufacturer's written instructions for handling, storing, and protecting.

#### 1.9 PROJECT CONDITIONS

- A. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.
- B. **Weather Limitations:** Proceed with roofing work only when existing and forecasted weather conditions permit Work to proceed without water entering into existing roofing system or building.
  - 1. Store all materials prior to application at temperatures between 60 and 90 deg. F.

2. Apply coatings within range of ambient and substrate temperatures recommended by manufacturer. Do not apply materials when air temperature is below 50 or above 110 deg. F.
  3. Do not apply roofing in snow, rain, fog, or mist.
- C. Daily Protection: Coordinate installation of roofing so insulation and other components of roofing system not permanently exposed are not subjected to precipitation or left uncovered at the end of the workday or when rain is forecast.
- D. Owner will occupy portions of building immediately below roofing area. Conduct roofing so Owner's operations will not be disrupted. Provide Owner with not less than 72 hours' notice of activities that may affect Owner's operations.

#### 1.10 WARRANTY

- A. Special Warranty: Written warranty in which Manufacturer agrees to repair roof installations that fail in materials or workmanship within specified warranty period.
1. Failures include, but are not limited to, the following:
    - a. Membrane failures including rupturing, cracking, or puncturing.
    - b. Deterioration of membranes, coatings, metals, metal finishes, and other associated materials beyond normal weathering.
  2. Limit of Warranty Coverage: Not to exceed original purchase price of manufacturer's materials, except that manufacturer may elect to apply the limit amount toward the following:
    - a. Purchase of replacement application within the first 5 years following completion of roofing work.
  3. Qualified Installer Requirement: Installer must meet requirements of Quality Assurance Article.
  4. Installation Inspection Requirement: By Roofing Inspector in accordance with requirements of Part 3 Field Quality Control Article.
  5. Warranty Period: 20 years from date of completion of work.
- B. Manufacturer Inspection and Preventive Maintenance Requirement: By manufacturer's technical representative, to report maintenance responsibilities to Owner necessary for preservation of Owner's warranty rights. The cost of manufacturer's annual inspections and preventive maintenance is included in the Contract Sum. Inspections to occur in Years 2, 5 & 10 following completion.
- C. Installer's Warranty: Submit roofing Installer's warranty, on warranty form at end of this Section, signed by Installer, covering the Work of this Section and related Sections indicated above, including all components of built-up roofing such as built-up roofing membrane, base

flashing, roof insulation, fasteners, cover boards, substrate boards, vapor retarders, roof pavers, and walkway products, for the following warranty period:

1. Warranty Period: Five years from date of Substantial Completion.
- D. Extended Roof System Warranty: Warranties specified in this Section include the following components and systems specified in other sections supplied by or approved by the roofing system Manufacturer, and installed by the roofing system Installer:
1. Sheet metal flashing and trim, including roof penetration flashings.
  2. Manufactured copings, roof edge, counterflashings, and reglets.
  3. Roof curbs, hatches, and penetration flashings.
  4. Roof and parapet expansion joint assemblies.
  5. Metal roof, wall, and soffit panels and trim.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Basis-of-Design Manufacturer/Product: The roof system specified in this Section is based upon products of Tremco, Inc., Beachwood, OH, (800) 562-2728, [www.tremcoroofing.com](http://www.tremcoroofing.com) that are named in other Part 2 articles. Subject to compliance with requirements, provide the named product or an approved comparable product by one of the following:
1. Ecology Roof Systems.
  2. Pacific Polymers.
  3. Sika Corporation.

### 2.2 PERFORMANCE REQUIREMENTS

- A. General: Provide roofing membrane and base flashings that remain watertight; do not permit the passage of water; and resist specified uplift pressures, thermally induced movement, and exposure to weather without failure.
1. Accelerated Weathering: Roofing system shall withstand 2000 hours of exposure when tested according to ASTM G 152, ASTM G 154, or ASTM G 155.
- B. Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by roofing manufacturer based on testing and field experience.
- C. Roofing System Design: Provide roofing system that will perform identically to systems that have been successfully tested by a qualified testing and inspecting agency to resist uplift pressure calculated according to ASCE 7.

- D. Flashings: Comply with requirements of Division 07 Sections "Sheet Metal Flashing and Trim" and "Manufactured Roof Specialties." Provide base flashings, perimeter flashings, detail flashings and component materials that comply with requirements and recommendations of the following:
  - 1. FMG 1-49 Loss Prevention Data Sheet for Perimeter Flashings.
  - 2. FMG 1-29 Loss Prevention Data Sheet for Above Deck Roof Components.
  - 3. NRCA Roofing Manual (Sixth Edition) for construction details and recommendations.
  - 4. SMACNA Architectural Sheet Metal Manual (Seventh Edition) for construction details.
- E. Solar Reflectance Index: Not less than 78 when calculated according to ASTM E 1980, based on testing identical products by a qualified testing agency.
- F. Exterior Fire-Test Exposure: ASTM E 108, Class A; for application and roof slopes indicated, as determined by testing identical membrane roofing materials by a qualified testing agency. Materials shall be identified with appropriate markings of applicable testing agency.

## 2.3 MATERIALS

- A. General: Roofing materials recommended by roofing system manufacturer for intended use and compatible with components of existing membrane roofing system.
- B. Temporary Roofing Materials: Selection of materials and design of temporary roofing is responsibility of Contractor.
- C. General: Provide adhesive and sealant materials recommended by roofing manufacturer for intended use and compatible with built-up roofing.
  - 1. Liquid-type auxiliary materials shall comply with VOC limits of authorities having jurisdiction.

## 2.4 BASE SHEET MATERIALS

- A. Cold-Applied, Solvent-Free Interply Adhesive: One-part, solvent-free, fibrated cold-applied interply adhesive specially formulated for compatibility and use with specified roofing membranes and flashings.
  - 1. **Basis of design product: Tremco, BURmastic Adhesive SF.**
  - 2. Volatile Organic Compounds (VOC), maximum, ASTM D 6511: 25 g/L.
  - 3. Nonvolatile Content, minimum, ASTM D 6511: 95 percent.
- B. Base Sheet: ASTM D 4601, Type II, non-perforated, SBS modified, asphalt-coated fiberglass/fiberglass/polyester reinforced sheet dusted with fine mineral surfacing on both sides..
  - 1. **Basis of design product: Tremco, BURmastic Modified Composite Ply HT.**

2. Tensile Strength, minimum, ASTM D 5147: machine direction, 165 lbf/in (28.9 kN/m); Cross machine direction, 150 lbf/in (26.3 kN/m)..
3. Tear Strength, minimum, ASTM D 5147: machine direction, 210 lbf (0.9 kN); cross machine direction, 185 lbf (0.8 kN).
4. Elongation at 77 deg F (25 deg C), minimum, ASTM D 5147: machine direction, 6 percent; cross machine direction, 6 percent.
5. Thickness, minimum, ASTM D 146: 0.055 inch (1.4 mm).
6. Weight, minimum, ASTM D 228: 35 lb/100 sq. ft (1.7 kg/sq. m).

## 2.5 FLUID-APPLIED ROOFING MEMBRANE

### A. Polyurethane Elastomeric Fluid-Applied System: Two-coat reinforced fluid-applied roofing membrane formulated for application over prepared existing roofing substrate.

1. Urethane Sealant and Coating Primer: Water-based, quick-drying, brush-grade one-part primer for use as an adhesion promoter for urethane sealants and coatings to non-porous surfaces.
  - a. **Basis of design product: Tremco, AlphaGuard M-Prime.**
  - b. Volatile Organic Compounds (VOC), maximum, ASTM D3960: 22 g/L.
  - c. Nonvolatile Content, minimum, ASTM D1644: 5 percent.
2. Reactivation Primer.
  - a. **Basis of design product: Tremco, AlphaGuard Re-Prime.**
3. Epoxy Penetrating Primer: Two-component, low-VOC, 100 percent solids epoxy penetrating primer formulated for application to concrete, masonry, and other porous surfaces prior to application of polyurethane base and top coats.
  - a. **Basis of design product: Tremco, AlphaGuard C-Prime.**
  - b. Volatile Organic Compounds (VOC), maximum, ASTM D3960: 0 g/L.
4. Polyurethane Roof Mastic: Medium single component, high solids, moisture curing, aromatic polyurethane mastic compatible with specified membrane or coating material and reinforcing fabric, in heavy brush or trowel grade formulation.
  - a. **Basis of design product: Tremco, AlphaGuard Mastic.**
  - b. Asbestos Content, EPA/600/R-93/116: None.
  - c. Volatile Organic Compounds (VOC), maximum, ASTM D 3960: 75 g/L.
  - d. Nonvolatile Content, minimum, ASTM D 1644: 80 percent.



- e. Tensile Strength at 77 deg. F (25 deg. C), minimum, ASTM D 6083: 270 psi.
  - f. Elongation at 77 deg. F (25 deg. C), minimum, ASTM D 6083: 2200 percent.
5. Bio-Based Polyurethane Roof Coating Base Coat:ASTM D 7311, Two-part catalyzed low-odor polyurethane roof base coating formulated for direct application and for use with fiber reinforcement in conjunction with a compatible top coat.
- a. **Basis of design product: Tremco, AlphaGuard BIO Base Coat.**
  - b. Volatile Organic Compounds (VOC), maximum, ASTM D3960: 1 g/L.
  - c. Combustion Characteristics, UL 790: Class A.
  - d. Bio-Based Content: Not less than 20 percent.
  - e. Percent solids, by volume, ASTM D 2697: 100.
  - f. Percent solids, by weight, ASTM D 1644: 100.
6. Bio-Based Polyurethane Roof Coating Top Coat:ASTM D 7311, Two-part catalyzed low-odor polyurethane roof top coating formulated for direct application over compatible reinforced base coat.
- a. **Basis of design product: Tremco, AlphaGuard BIO Top Coat.**
  - b. Volatile Organic Compounds (VOC), maximum, ASTM D3960: 6 g/L.
  - c. Combustion Characteristics, UL 790: Class A.
  - d. Bio-Based Content: Not less than 20 percent.
  - e. Percent solids, by volume, ASTM D 2697: 100.
  - f. Percent solids, by weight, ASTM D 1644: 100.
  - g. Water Vapor Transmission, ASTM E 96, Wet Cup: 0.020 perm-in (1.32 g/m<sup>2</sup>/day).
- B. Reinforcing Fabric for Epoxy and Urethane Coatings.
- 1. **Basis of design product: Tremco, AlphaGuard Glass Mat.**
- 2.6 AUXILIARY ROOFING MEMBRANE MATERIALS
- A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with existing roofing system and fluid-applied roofing system.
  - B. Metal Surface Primer: Single-component, water based primer to promote adhesion of base coat to metal surfaces.
    - 1. Basis of Design Product: Tremco, AlphaGuard M-Prime

- C. Asphaltic Surfaces Primer: Single-component, multi-substrate primer to promote adhesion of base coat to surfaces recommended by manufacturer.
  - 1. Basis of Design Product: Tremco, AlphaGuard Re-Prime AlphaGuard WB Primer.
- D. Joint Sealant: Single component, high solids, moisture curing polyurethane sealant recommended by coating manufacturer.
- E. Aggregate: For finish coat slip resistance: Silica sand, 20 - 40 mesh.
- F. Asphalt Roofing Cement: ASTM D 4586, asbestos free, of consistency required by roofing manufacturer for application.
- G. Mastic Sealant: Polyisobutylene, plain or modified bitumen, nonhardening, nonmigrating, nonskinning, and nondrying.
- H. Miscellaneous Accessories: Provide miscellaneous accessories recommended by roofing system manufacturer.

## 2.7 SUBSTRATE BOARDS

- A. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening substrate board to roof deck.

## 2.8 ROOF INSULATION

- A. General: Preformed roof insulation boards manufactured or approved by roofing manufacturer, selected from manufacturer's standard sizes suitable for application, of thicknesses indicated.
- B. Polyisocyanurate Board Insulation: ASTM C1289, Type II, Class 1, approved and listed by FM Global for windstorm and fire characteristics specified, CFC- and HCFC- free, with recycled content glass-fiber mat facer on both major surfaces. CCMC listed.
  - 1. **Basis of design product: Tremco, Trisotech.**
  - 2. Compressive Strength, ASTM C1621: Grade 2: 20 psi (138 kPa).
  - 3. Conditioned Thermal Resistance at 75 deg. F (24 deg. C): 14.4 at 2.5 inches (50.8 mm) thick.
- C. Provide preformed saddles, crickets, tapered edge strips, and other insulation shapes where indicated for sloping to drain. Fabricate to slopes indicated.

## 2.9 INSULATION ACCESSORIES

- A. General: Roof insulation accessories recommended by insulation manufacturer for intended use and compatible with built-up roofing.
- B. Fasteners: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FM Approvals 4470, designed for fastening roof insulation to substrate and acceptable to roofing manufacturer.

- C. Insulation Adhesive: Two-component, solvent-free, low odor, elastomeric urethane adhesive formulated to adhere roof insulation to substrate.
  - 1. **Basis of design product: Tremco, Low Rise Foam Insulation Adhesive.**
  - 2. Flame Spread Index, ASTM E 84: 10.
  - 3. Smoke Developed Index, ASTM E 84: 30.
  - 4. Volatile Organic Compounds (VOC), maximum, ASTM D 3960: 0 g/L.
  - 5. Tensile Strength, minimum, ASTM D 412: 250 psi (1724 kPa).
  - 6. Peel Adhesion, minimum, ASTM D 903: 17 lbf/in (2.98 kN/m).
  - 7. Flexibility, 70 deg. F (39 deg. C), ASTM D 816: Pass.
- D. Insulation Cant Strips: ASTM C 208, Type II, Grade 1, cellulosic-fiber insulation board.
- E. Wood Cant Strips: Comply with requirements in Division 06 Section "Miscellaneous Rough Carpentry."
- F. Tapered Edge Strips: ASTM C 208, Type II, Grade 1, cellulosic-fiber insulation board.
- G. Substrate Joint Tape: **6- or 8-inch- (150- or 200-mm-)** wide, coated, glass fiber.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with the following requirements and other conditions affecting performance of roofing system:
  - 1. Metal Deck:
    - a. Verify that surface plane flatness and fastening of steel roof deck complies with requirements in Division 05 Section "Steel Decking."
    - b. Verify that deck is securely fastened with no projecting fasteners and with no adjacent units in excess of **1/16 inch (1.6 mm)** out of plane relative to adjoining deck.
  - 2. Prepared Existing Membrane Roof: Verify that existing insulation and substrate is sound and dry.
- B. Proceed with installation once unsatisfactory conditions have been corrected.

#### 3.2 PREPARATION

- A. Remove existing roofing and protect existing building in accordance with requirements of Section 070150 "Preparation for Re-Roofing."

- B. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing installation according to roofing manufacturer's written instructions. Remove sharp projections.
- C. Protect existing roofing system that is indicated to remain, and adjacent portions of building and building equipment.
  - 1. Mask surfaces to be protected. Seal joints subject to infiltration by coating materials.
  - 2. Limit traffic and material storage to areas of existing roofing membrane that have been protected.
  - 3. Maintain temporary protection and leave in place until replacement roofing has been completed.
- D. Shut down air intake equipment in the vicinity of the Work in coordination with the Owner. Cover air intake louvers before proceeding with re-coating work that could affect indoor air quality or activate smoke detectors in the ductwork.
  - 1. Verify that rooftop utilities and service piping affected by the Work have been shut off before commencing Work.
- E. Maintain roof drains in functioning condition to ensure roof drainage at end of each workday. Prevent debris from entering or blocking roof drains and conductors. Use roof-drain plugs specifically designed for this purpose. Remove roof-drain plugs at end of each workday, when no work is taking place, or when rain is forecast.
  - 1. Do not permit water to enter into or under existing membrane roofing system components that are to remain.

### 3.3 FLUID-APPLIED MEMBRANE ROOFING INSTALLATION, GENERAL

- A. Install roofing membrane according to roofing manufacturer's written instructions.
  - 1. Commence installation of roofing in presence of manufacturer's technical personnel.
- B. Coordinate installation of roofing so insulation and other components of roofing not permanently exposed are not subjected to precipitation or left uncovered at the end of the workday or when rain is forecast.
  - 1. Provide tie-offs at end of each day's work to cover exposed roofing sheets and insulation with a course of coated felt set in roofing cement with joints and edges sealed.
  - 2. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing.
  - 3. Remove and discard temporary seals before beginning work on adjoining roofing.
- C. Substrate-Joint Penetrations: Prevent fluid-applied materials and adhesives from penetrating substrate joints, entering building, or damaging built-up roofing components or adjacent building construction.

### 3.4 INSULATION INSTALLATION

- A. Comply with roofing manufacturer's written instructions for installing roof insulation.
- B. Install tapered insulation under area of roofing to conform to slopes indicated.
- C. Install insulation with long joints of insulation in a continuous straight line with end joints staggered between rows, abutting edges and ends between boards. Fill gaps exceeding **1/4 inch (6 mm)** with insulation.
  - 1. Cut and fit insulation within **1/4 inch (6 mm)** of nailers, projections, and penetrations.
- D. Trim surface of insulation where necessary at roof drains so completed surface is flush and does not restrict flow of water.
- E. Install tapered edge strips at perimeter edges of roof that do not terminate at vertical surfaces.
- F. Adhered Insulation: Install each layer of insulation and adhere to substrate as follows:
- G. Mechanically Fastened Insulation: Install each layer of insulation and secure to deck using mechanical fasteners specifically designed and sized for fastening specified board-type roof insulation to deck type.
  - 1. Fasten insulation to resist uplift pressure at corners, perimeter, and field of roof.

### 3.5 FLUID-APPLIED FLASHING APPLICATION

- A. Fluid-Applied Flashing and Detail Base Coat Application: Complete base coat and fabric reinforcement at parapets, curbs, penetrations, and drains prior to application of field of fluid-applied membrane. Apply base coat in accordance with manufacturer's written instructions.
  - 1. Extend coating minimum of 8 inches up vertical surfaces and 4 inches onto horizontal surfaces.
  - 2. Back roll to achieve minimum wet mil coating thickness of 48 mils unless otherwise recommended by manufacturer; verify thickness of base coat as work progresses.
  - 3. Embed fabric reinforcement into wet base coat. Lap adjacent flashing pieces of fabric minimum 3 inches along edges and 6 inches at end laps.
  - 4. Roll surface of fabric reinforcing to completely embed and saturate fabric. Leave finished base coat with fabric free of pin holes, voids, or openings.
  - 5. Roof Drains: Install base coat onto surrounding membrane surface and metal drain bowl flange. Install target piece of fabric reinforcement immediately into wet base coat and roll to fully embed and saturate fabric. Reinstall clamping ring and strainer following application of top coat. Replace broken drain ring clamping bolts.
  - 6. Allow base coat to cure prior to application of top coat.
  - 7. Following curing of base coat and prior to application of top coat, sand raised or exposed edges of fabric reinforcement.

- B. Fluid-Applied Flashing and Detail Top Coat Application: Apply top coat uniformly in a complete installation to flashings.
  - 1. Prime base coat prior to application of top coat if top coat is not applied within 72 hours of the base coat application, using manufacturer's recommended primer.
  - 2. Apply top coat to flashings extending coating up vertical surfaces and out onto horizontal surfaces 4 inches. Install top coat over field base coat and spread coating evenly.
  - 3. Back roll to achieve wet mil thickness of 32 mils unless otherwise recommended by manufacturer.
  - 4. Avoid foot traffic on new fluid-applied membrane for a minimum of 24 hours.

### 3.6 FLUID-APPLIED MEMBRANE APPLICATION

- A. Base Coat: Apply base coat to field of membrane in accordance with manufacturer's written instructions.
  - 1. Apply base coat on prepared and primed surfaces and spread coating evenly.
  - 2. Back roll to achieve minimum wet mil coating thickness of 64 (4 gallons) mils unless otherwise recommended by manufacturer; verify thickness of base coat as work progresses.
  - 3. Embed fabric reinforcement into wet base coat. Lap adjacent pieces of fabric minimum 3 inches along edges and 6 inches at end laps.
  - 4. Roll surface of fabric reinforcing to completely embed and saturate fabric. Leave finished base coat with fabric free of pin holes, voids, or openings.
  - 5. Allow base coat to cure prior to application of top coat.
  - 6. Following curing of base coat and prior to application of top coat, sand raised or exposed edges of fabric reinforcement.
- B. Top Coat: Apply top coat to field of membrane and flashings uniformly in a complete, continuous installation.
  - 1. Prime base coat prior to application of top coat if top coat is not applied within 72 hours of the base coat application, using manufacturer's recommended primer.
  - 2. Apply top coat extending coating up vertical surfaces and out onto horizontal surfaces. Install top coat over field base coat and spread coating evenly.
  - 3. Back roll to achieve wet mil thickness of 32 mils (2 gallons) unless otherwise recommended by manufacturer.
  - 4. Avoid foot traffic on new fluid-applied membrane for a minimum of 24 hours.
- C. Slip-Resistant Walkway Topcoat: Apply walkway second topcoat following application and curing of top coat. Locate as indicated on Drawings.

1. Mask walkway location with tape.
2. Prime first top coat prior to application of walkway top coat if walkway top coat is not applied within 72 hours of the first top coat application, using manufacturer's recommended primer.
3. Back roll to achieve wet mil thickness of 20 mils unless otherwise recommended by manufacturer.
4. Broadcast 20 to 30 lbs. per 100 sq. ft. of Slip-Resistant Top Coat Aggregate in wet top coat.
5. Back roll sand and top coat creating even dispersal of sand. Remove masking immediately.

### 3.7 WALKWAY INSTALLATION

- A. Tape perimeters of walk ways, prime and install Alpha Guard finish coat at a rate of 1.5 gallons per sq. Broadcast #11 granules to rejection

### 3.8 FIELD QUALITY CONTROL

- A. Roof Inspection: Contractor shall engage roofing system manufacturer's technical personnel to inspect roofing installation, and submit report to the Owner. Notify Owner 48 hours in advance of dates and times of inspections. Inspect work as follows:
  1. Upon completion of preparation of first component of work, prior to application of re-coating materials.
  2. Following application of re-coating to flashings and application of base coat to field of roof.
  3. Upon completion of re-coating but prior to re-installation of other roofing components.
- B. Repair fluid-applied membrane where test inspections indicate that they do not comply with specified requirements.
- C. Arrange for additional inspections, at Contractor's expense, to verify compliance of replaced or additional work with specified requirements.

### 3.9 PROTECTING AND CLEANING

- A. Protect roofing system from damage and wear during remainder of construction period.
- B. Correct deficiencies in or remove coating that does not comply with requirements, repair substrates, and reapply coating.
- C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

3.10 ROOFING INSTALLER'S WARRANTY

- A. WHEREAS \_\_\_\_\_ of \_\_\_\_\_, herein called the "Roofing Installer," has performed roofing and associated work ("work") on the following project:
1. Owner:
  2. Address:
  3. Building Name/Type:
  4. Address:
  5. Area of Work:
  6. Acceptance Date:
  7. Warranty Period:
  8. Expiration Date:
- B. AND WHEREAS Roofing Installer has contracted (either directly with Owner or indirectly as a subcontractor) to warrant said work against leaks and faulty or defective materials and workmanship for designated Warranty Period,
- C. NOW THEREFORE Roofing Installer hereby warrants, subject to terms and conditions herein set forth, that during Warranty Period he will, at his own cost and expense, make or cause to be made such repairs to or replacements of said work as are necessary to correct faulty and defective work and as are necessary to maintain said work in a watertight condition.
- D. This Warranty is made subject to the following terms and conditions:
1. Specifically excluded from this Warranty are damages to work and other parts of the building, and to building contents, caused by:
    - a. lightning;
    - b. peak gust wind speed exceeding 74 mph (33 m/s);
    - c. fire;
    - d. failure of roofing system substrate, including cracking, settlement, excessive deflection, deterioration, and decomposition;
    - e. faulty construction of parapet walls, copings, chimneys, skylights, vents, equipment supports, and other edge conditions and penetrations of the work;
    - f. vapor condensation on bottom of roofing; and



- g. activity on roofing by others, including construction contractors, maintenance personnel, other persons, and animals, whether authorized or unauthorized by Owner.
2. When work has been damaged by any of foregoing causes, Warranty shall be null and void until such damage has been repaired by Roofing Installer and until cost and expense thereof have been paid by Owner or by another responsible party so designated.
3. Roofing Installer is responsible for damage to work covered by this Warranty but is not liable for consequential damages to building or building contents resulting from leaks or faults or defects of work.
4. During Warranty Period, if Owner allows alteration of work by anyone other than Roofing Installer, including cutting, patching, and maintenance in connection with penetrations, attachment of other work, and positioning of anything on roof, this Warranty shall become null and void on date of said alterations, but only to the extent said alterations affect work covered by this Warranty. If Owner engages Roofing Installer to perform said alterations, Warranty shall not become null and void unless Roofing Installer, before starting said work, shall have notified Owner in writing, showing reasonable cause for claim, that said alterations would likely damage or deteriorate work, thereby reasonably justifying a limitation or termination of this Warranty.
5. During Warranty Period, if original use of roof is changed and it becomes used for, but was not originally specified for, a promenade, work deck, spray-cooled surface, flooded basin, or other use or service more severe than originally specified, this Warranty shall become null and void on date of said change, but only to the extent said change affects work covered by this Warranty.
6. Owner shall promptly notify Roofing Installer of observed, known, or suspected leaks, defects, or deterioration and shall afford reasonable opportunity for Roofing Installer to inspect work and to examine evidence of such leaks, defects, or deterioration.
7. This Warranty is recognized to be the only warranty of Roofing Installer on said work and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to Owner in cases of roofing failure. Specifically, this Warranty shall not operate to relieve Roofing Installer of responsibility for performance of original work according to requirements of the Contract Documents, regardless of whether Contract was a contract directly with Owner or a subcontract with Owner's General Contractor.

E. IN WITNESS THEREOF, this instrument has been duly executed by:

1. Authorized Signature:
2. Name:
3. Date:

END OF SECTION 075600.13



Roofing and Building Maintenance Division \* Ron Walters \* [rwalters@tremcoinc.com](mailto:rwalters@tremcoinc.com) (910) 977-1105

January 20, 2016

Addendum #1

Sampson County

360 County Complex Road

Clinton, NC 28328

Human Services Building & Veterans Building

- Direct Bids to Lee Cannady via email; [leec@sampsonnc.com](mailto:leec@sampsonnc.com)
- Bids are due February 2, 2016 before close of business
- This Project has not been funded, if approved we anticipate a August start date.
- Setup and staging will be on the NE Corner of the Building.
- The Owner will conduct a IR Scan to locate any wet insulation that will be removed.
- Alphaguard MT will be used on the finish coat to provide a tented color.
- Unit Removal; Provide a unit cost on the bid form that includes; plating with 20 Gauge steel over the openings; new insulation and membrane.
- Membrane defects; be sure to include enough time to repair all membrane defects i.e. blisters, buckles etc... using Solargard Seam Sealer and AG Glass or Polyester.
- Include in base bid the installation of a cricket at the building tie-in to the new addition; approximately 15' x 6' with 1/4" slope.
- Sump all the drains 4' x 8'.
- Prior to applying the fluid applied membrane you must receive manufacturers approval. Any low areas will be addressed with adding additional plies of Comp Ply in Burmastic SF adhesive.
- New perimeter metal will be installed per the manufacturers recommendations, the size & color will match existing and be approved by the Owner.
- If you have any questions please send me an email and I will share your questions and answers with all bidders.

**Tremco Incorporated**

3735 Green Road • Beachwood, Ohio 44122 • 216-292-5000



Roofing and Building Maintenance Division \* Ron Walters \* [rwalters@tremcoinc.com](mailto:rwalters@tremcoinc.com) (910) 977-1105

February 1, 2016

Addendum #2

Sampson County

360 County Complex Road

Clinton, NC 28328

Human Services Building & Veterans Building

- Direct Bids to Lee Cannady via email; [leec@sampsonnc.com](mailto:leec@sampsonnc.com)
- Bids are due February 4, 2016 before close of business
- The IR Scan found no wet insulation
- Include an allowance of \$1000 in your base bid for TRACE Core Test.

Please reply all with any questions.

Thanks,

Ron



## **Resolution Approving Agreement with Farm Fresh Produce Packing, Inc.**

### **WHEREAS -**

For the past several months, representatives of Sampson County and others have been working with representatives of **Farm Fresh Produce Packing, Inc.**, concerning the company's desire to expand their sweet potato packing operations, including converting a 20,000 square foot building into packing facilities and the construction of curing barns operations in the County.

The County and **Farm Fresh Produce Packing, Inc.** have agreed in principle that if Sampson County were selected as the location for said operations for the County to make certain incentive payments to **Farm Fresh Produce Packing, Inc.** over a **five-year** period. In return, the company will commit to make certain capital investments in the County, and to maintain certain levels of employment. The mutual obligations of the County and **Farm Fresh Produce Packing, Inc.** will be set forth in an Incentive Agreement, a draft of which has been presented at this meeting.

The County has held a public hearing earlier today concerning appropriations and expenditures for economic development activities pursuant to the Incentive Agreement. The Incentive Agreement is now presented to the Board of Commissioners for consideration.

**BE IT RESOLVED by the Board of Commissioners of Sampson County, North Carolina, as follows:**

1. The Board determines that the County will enter into the proposed Incentive Agreement. The Board approves the form of the Incentive Agreement presented to this meeting. The final version of the Incentive Agreement must be in substantially the form presented, but may have such additional minor changes as may be acceptable to the Chairman, who is authorized and directed to execute the final form agreement. The final form of the agreement may not, however, in any material fashion increase the County's obligations or decrease the company's obligations from the obligations described in the draft agreement. The Chairman's execution and delivery of the final form agreement will be conclusive evidence of his approval.

2. By this resolution, the County agrees to provide performance based incentives as prescribed in the agreement requiring certification of jobs created, investment levels verified and documentation submitted by the Company.

3. By this resolution, the County confirms and accepts its agreement that the incentive payments payable to the Company will be paid in the following amounts, as specified by the incentive agreement:

Year 1 ..... \$15,019

Year 2 ..... \$14,670

Year 3 ..... \$14,322

Year 4 ..... \$13,923

Year 5 ..... \$13,525

**Total ..... \$71,459**

4. All County officers and employees are authorized and directed to deliver all certificates, agreements and instruments and to take all such further actions as they may consider necessary or desirable in furtherance of the transactions contemplated by this resolution. All such prior actions of County officers and employees are ratified, approved and confirmed.

5. All other Board proceedings, or parts thereof, in conflict with this resolution are repealed, to the extent of the conflict. This resolution takes effect immediately.

Adopted this 23rd day of May, 2016.

\_\_\_\_\_  
Chairman

**ATTEST:**

\_\_\_\_\_  
Clerk to the Board

STATE OF NORTH CAROLINA  
COUNTY OF SAMPSON

**INTERLOCAL AGREEMENT FOR  
PROVISION OF LAW ENFORCEMENT  
SERVICES**

THIS INTERLOCAL AGREEMENT FOR PROVISION OF LAW ENFORCEMENT SERVICES (“Agreement”), executed on the \_\_\_\_ day of May 2016 and effective as of July 1, 2016 (the “Effective Date”), by and between the TOWN OF GARLAND (the “Town”), a body corporate and politic existing pursuant to the laws of the State of North Carolina; SAMPSON COUNTY (the “County”), a body corporate and politic and political subdivision of the State of North Carolina; and the SHERIFF OF SAMPSON COUNTY (the “Sheriff”).

**WITNESSETH:**

WHEREAS, Article 20 of Chapter 160A of the North Carolina General Statutes grants governmental units the authority to contract with other governmental units for, inter alia, the contractual exercise by one unit for one or more units of any power, function, public enterprise, right, privilege or immunity of local government;

WHEREAS, the Town does not currently have a municipal police department or other law enforcement agency with which the Sheriff could enter a Mutual Assistance Agreement as authorized by Article 13 of Chapter 160A of the North Carolina General Statutes;

WHEREAS, the Town desires that the Sheriff provide law enforcement services within the corporate municipal limits and extraterritorial jurisdiction of the Town; and

WHEREAS, the Town and the County have determined that it is economically beneficial and in the best interest of the public’s health, safety and welfare to enter into this Agreement for the Sheriff’s provision of law enforcement and related functions within the Town’s jurisdiction, as identified above, and the Sheriff has indicated his consent to providing said functions.

NOW, THEREFORE, for and in consideration of the mutual promises and agreements set forth in this Agreement and pursuant to the general power and authority that the Town and County have to enter into such a contractual arrangement under Article 20 of Chapter 160A of the North Carolina General Statutes, the parties hereto agree as follows:

1. PURPOSE. The purpose of this Agreement is to evidence the Sheriff’s provision of law enforcement and related functions within the Town’s jurisdiction in light of the fact that the Town does not currently have its own law enforcement agency and to set forth the respective duties and responsibilities of the parties hereto.

2. DURATION. This Agreement shall be effective as of the Effective Date above and shall remain in full force and effect from said date until midnight on June 30, 2017. The Agreement shall be subject to automatic renewal on July 1st of each subsequent year unless it is terminated in writing by one of the parties not less than sixty (60) days prior to the expiration of the term.

With regard to potential inflation, each fiscal year the County and the Sheriff shall have the right to review the contract price set forth herein in order to determine the actual cost of providing the services described herein. The Consumer Price Index for the South Region (US Bureau of Labor Statistics), for the previous fiscal year, shall be used as the measure of inflation for the annual cost. Not less than ninety (90) days prior to the expiration of the Agreement term, the County and Sheriff shall provide to the Town with the new contract price for the coming fiscal year.

3. NO JOINT AGENCY. This Agreement shall not be construed to establish a joint agency between or among the parties. At all times during which this Agreement is in effect, the relationship between the governmental units shall be contractual in nature.

4. PERSONNEL. All the personnel necessary to the performance of this Agreement shall be selected and appointed by, and shall serve at the pleasure of, the Sheriff pursuant to such personnel policies and conditions of employment as the Sheriff shall establish.

5. OBLIGATIONS OF PARTIES. The parties covenant and agree as follows:

a. The Town shall pay the County the sum of \$9,369 per month for the services to be provided by the Sheriff through the fiscal year ending June 30, 2017. Monthly payments shall be made in advance of the tenth (10th) day of each month for which payment is due. The parties shall negotiate the rate for any succeeding fiscal year as provided in Section 2 of this Agreement.

b. The Town agrees and consents that it shall not have any right nor claim against any forfeitures or seizures of money or property obtained or made by the Sheriff incident to the investigation or prosecution of any criminal activity or the arrest of any person for crimes alleged to have been committed within the Town's jurisdiction.

c. The Town shall provide the office space formerly used by the Town's municipal police department for the use of the Sheriff and shall provide or pay the cost of all utilities.

d. In connection with the exercise of the powers, duties and authority set forth in this Agreement, the Town, its agents and employees, shall have no responsibility or obligation, legal or otherwise, to provide for, supervise, insure or otherwise guarantee that the acts and procedures used by the Sheriff, its agents, officials and employees, are required, necessary, appropriate or sufficient to meet any standard of care, rule, regulation, or operational procedure in provision of services pursuant hereto.

e. The Sheriff shall provide two (2) full-time, assigned deputies, a Master Deputy and one Sergeant, to perform law enforcement services for the Town. In addition, the Sheriff shall provide coverage to the Town through emergency and non-emergency communications twenty-four (24) hours a day, seven (7) days a week. Said personnel shall remain under the direction of the Sheriff, and the Sheriff shall be responsible for providing all employee compensation, insurance and other benefits to

which said personnel are by law entitled. Provided however, from time to time personnel assigned to the Town will be out for vacation, sick, attending training or responding to an emergency in another location outside of the Town. During these times, the zone car will provide coverage for the Town. The Sheriff shall be responsible for emailing the monthly schedule to the Mayor before the beginning of each month. Also, the Sheriff will communicate to the Mayor high profile arrests, criminal activity and enforcement actions. The Mayor will also be told of personnel changes in a timely manner.

f. The Sheriff shall seek criminal enforcement of the law within the Town's jurisdiction, including enforcement of the Town's ordinances, provided that The Town shall provide the Sheriff with certified true copies of all criminal ordinances adopted by the Town within thirty (30) days of their adoption;

g. The Sheriff or his designated representative shall attend the meetings of the Town's governing board and provide monthly reports to include the number of arrests, seizures, information on crime prevention programs and activities conducted by the Sheriff within the Town's jurisdiction.

h. In connection with the exercise of the powers, duties and authority set forth in this Agreement, the Sheriff, its agents and employees shall have no responsibility or obligation, legal or otherwise, to provide for, supervise, insure or otherwise guarantee that the acts and procedures used by the Town, its agents, officials and employees, are required, necessary, appropriate or sufficient to meet any standard of care, rule, regulation or operational procedure in the provision of services pursuant hereto.

i. The County shall fund the Sheriff the full amount of the payments made by the Town for the purposes stated in this Agreement, which includes the maintenance and replacement of all vehicles and equipment used in the provision of these services.

6. OWNERSHIP AND DISPOSITION OF PROPERTY.

All equipment utilized for the provision of the law enforcement services described herein is the sole property of the County, the Town having previously transferred any interest it had in any such equipment to the County under a prior Interlocal Agreement.

7. AMENDMENTS. This Agreement may not be modified or amended except by subsequent written agreement authorized by the governing bodies of each local government by resolution pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes and by consent of the Sheriff.

8. TERMINATION.

a. Termination by Notice. This Agreement may be terminated by either party by giving sixty (60) days written notice of its intent to terminate to the other parties by certified mail, return receipt requested to the Town, the County and the Sheriff; provided, however, that in the event that termination notice is given, the intention of the



parties is that the Sheriff will continue providing law enforcement services under the existing contract price until the Town can implement its own law enforcement agency.

b. Termination by Breach. This Agreement may be terminated at the election of any other party if one of the parties fails to fulfill any of its obligations under this Agreement and fails to cure said breach after ten (10) days written notice by the party seeking termination hereunder. The notice of termination shall describe the nature of the breach, and all parties shall act in good faith to resolve the issues giving rise to the notice of termination. If the parties cannot resolve the issues giving rise to the notice of termination, this Agreement shall terminate; provided, however, that in the event of such termination for breach, the Sheriff shall provide such law enforcement services for the Town as is customary and usual under the existing contract price until the Town can implement its own law enforcement agency.

9. INDEMNIFICATION. The parties agree, to the extent permitted by the laws of the State of North Carolina, as follows:

a. The Town shall hold harmless and indemnify the County and the Sheriff, their officials, agents and employees, from any claim, obligation or liability for injury or death to any person, whether owner, tenant, occupant, guest, bystander, employee, official or otherwise, which damage or death arises out of the administration of the powers, duties and authority by the Town in carrying out the provisions of this Agreement; provided, however, that the Town shall not be required to hold harmless and indemnify the County and the Sheriff, their officials, agents and employees from any claim, obligation or liability for death, injury or destruction which is caused by the County and/or Sheriff, their officials, agents and employees.

b. The County and the Sheriff shall hold harmless and indemnify the Town, its officials, agents and employees, from any claim, obligation or liability for injury or death to any person, whether owner, tenant, occupant, guest, bystander, employee, official or otherwise, which damage or death arises out of the administration of the powers, duties and authority by the County and/or Sheriff in carrying out the provisions of this Agreement; provided, however, that the County and/or Sheriff shall not be required to hold harmless and indemnify the Town, its officials, agents and employees from any claim, obligation or liability for death, injury or destruction which is caused by the Town, its officials, agents and employees.

10. REMEDIES. This Agreement shall be enforceable by any party by all remedies available at law or equity, including, but not limited to, specific performance. Failure or delay to exercise any right, remedy or privilege hereunder shall not operate as a waiver of such right, remedy or privilege nor prevent subsequent enforcement.

11. GOVERNING LAW. This Agreement shall be construed and interpreted in accordance with the laws of the State of North Carolina.

12. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties and no statement, oral or written, made by any of the parties or any agent of any of the parties that is not contained in this written Agreement shall be valid or binding.

13. NOTICES. All notices and communications required or permitted under this Agreement shall be in writing and, where specified herein, by certified mail, return receipt requested, addressed as follows:

**Town of Garland**  
Attn: Mayor  
PO Box 207  
Garland, NC 28441

**Sampson County**  
Attn: County Manager  
406 County Complex Rd., Bldg. C, Ste. 110  
Clinton, NC 2832

**Sampson County Sheriff's Office**  
Attn: Sheriff  
112 Fontana St.  
Clinton, NC 28328

IN WITNESSETH WHEREOF, the parties have executed this Agreement in triplicate originals, the same having been approved by resolution of the respective governing bodies of the Town and the County as well as the Sheriff as of the Effective Date.

**TOWN OF GARLAND**

By: \_\_\_\_\_  
Winifred Hill Murphy, Mayor

ATTEST:

By: \_\_\_\_\_  
Town Clerk

**SAMPSON COUNTY**

By: \_\_\_\_\_  
Billy C. Lockamy, Chairman,  
Sampson County Bd. of Comm'rs

ATTEST:

By: \_\_\_\_\_  
Susan J. Holder, Clerk

**SHERIFF OF SAMPSON COUNTY**

By: \_\_\_\_\_  
Jimmy Thornton, Sheriff

**2016-2017 Garland Operating Expenses**

	<u>Fringe Rate</u>	<u>Deputy Sheriff I</u>	<u>Deputy Sheriff I</u>	<u>Total</u>
Salary		31,884.00	31,404.00	63,288.00
FICA	6.20%	1,855.00	1,832.00	3,687.00
Medicare	1.45%	434.00	429.00	863.00
Retirement	7.15%	2,139.00	2,113.00	4,252.00
401K	5.00%	1,496.00	1,478.00	2,974.00
Unemployment		214.00	214.00	428.00
Health insurance		10,008.00	10,008.00	20,016.00
Dental insurance		346.00	346.00	692.00
Workers Comp	5.07%	1,517.00	1,498.00	3,015.00
Professional Liability		75.00	75.00	150.00
<b>Total Salary and Benefits</b>		<b>49,968.00</b>	<b>49,397.00</b>	<b>99,365.00</b>
Annual costs:				
Uniforms		746.00	746.00	1,492.00
Supplies		306.00	306.00	612.00
Vehicle maintenance		1,049.00	1,049.00	2,098.00
Vehicle insurance		632.00	632.00	1,264.00
Vehicle gas, oil, tires		3,799.00	3,799.00	7,598.00
<b>Total annual costs</b>		<b>6,532.00</b>	<b>6,532.00</b>	<b>13,064.00</b>
Amortized costs equipment replacement:				
Vehicle	5 year	4,010.00	4,010.00	8,020.00
Vehicle equipment	5 year	1,540.00	1,540.00	3,080.00
Body armor	5 year	135.00	135.00	270.00
<b>Total amortized costs</b>		<b>5,685.00</b>	<b>5,685.00</b>	<b>11,370.00</b>
<b>Total per position</b>		<b>62,185.00</b>	<b>61,614.00</b>	
			<b>Annual cost</b>	<b>123,799.00</b>
<b>Original contract began 7/1/2008 annual cost of \$87,144.00</b>				
			<b>Cost less equipment amortization</b>	<b>112,428.00</b>

STATE OF NORTH CAROLINA  
COUNTY OF SAMPSON

**INTERLOCAL AGREEMENT FOR  
PROVISION OF LAW ENFORCEMENT  
SERVICES**

THIS INTERLOCAL AGREEMENT FOR PROVISION OF LAW ENFORCEMENT SERVICES (“Agreement”), executed on the \_\_\_\_ day of May 2016 and effective as of July 1, 2016 (the “Effective Date”), by and between the TOWN OF ROSEBORO (the “Town”), a body corporate and politic existing pursuant to the laws of the State of North Carolina; SAMPSON COUNTY (the “County”), a body corporate and politic and political subdivision of the State of North Carolina; and the SHERIFF OF SAMPSON COUNTY (the “Sheriff”).

**WITNESSETH:**

WHEREAS, Article 20 of Chapter 160A of the North Carolina General Statutes grants governmental units the authority to contract with other governmental units for, inter alia, the contractual exercise by one unit for one or more units of any power, function, public enterprise, right, privilege or immunity of local government;

WHEREAS, the Town does not currently have a municipal police department or other law enforcement agency with which the Sheriff could enter a Mutual Assistance Agreement as authorized by Article 13 of Chapter 160A of the North Carolina General Statutes;

WHEREAS, the Town desires that the Sheriff provide law enforcement services within the corporate municipal limits and extraterritorial jurisdiction of the Town; and

WHEREAS, the Town and the County have determined that it is economically beneficial and in the best interest of the public’s health, safety and welfare to enter into this Agreement for the Sheriff’s provision of law enforcement and related functions within the Town’s jurisdiction, as identified above, and the Sheriff has indicated his consent to providing said functions.

NOW, THEREFORE, for and in consideration of the mutual promises and agreements set forth in this Agreement and pursuant to the general power and authority that the Town and County have to enter into such a contractual arrangement under Article 20 of Chapter 160A of the North Carolina General Statutes, the parties hereto agree as follows:

1. PURPOSE. The purpose of this Agreement is to evidence the Sheriff’s provision of law enforcement and related functions within the Town’s jurisdiction in light of the fact that the Town does not currently have its own law enforcement agency and to set forth the respective duties and responsibilities of the parties hereto.

2. DURATION. This Agreement shall be effective as of the Effective Date above and shall remain in full force and effect from said date until midnight on June 30, 2017. The Agreement shall be subject to automatic renewal on July 1st of each subsequent year unless it is terminated in writing by one of the parties not less than sixty (60) days prior to the expiration of the term.

With regard to potential inflation, each fiscal year the County and the Sheriff shall have the right to review the contract price set forth herein in order to determine the actual cost of providing the services described herein. The Consumer Price Index for the South Region (US Bureau of Labor Statistics), for the previous fiscal year, shall be used as the measure of inflation for the annual cost. Not less than ninety (90) days prior to the expiration of the Agreement term, the County and Sheriff shall provide to the Town with the new contract price for the coming fiscal year.

3. NO JOINT AGENCY. This Agreement shall not be construed to establish a joint agency between or among the parties. At all times during which this Agreement is in effect, the relationship between the governmental units shall be contractual in nature.

4. PERSONNEL. All the personnel necessary to the performance of this Agreement shall be selected and appointed by, and shall serve at the pleasure of, the Sheriff pursuant to such personnel policies and conditions of employment as the Sheriff shall establish.

5. OBLIGATIONS OF PARTIES. The parties covenant and agree as follows:

a. The Town shall pay the County the sum of \$20,044 per month for the services to be provided by the Sheriff through the fiscal year ending June 30, 2017. Monthly payments shall be made in advance of the tenth (10th) day of each month for which payment is due. The parties shall negotiate the rate for any succeeding fiscal year as provided in Section 2 of this Agreement.

b. The Town agrees and consents that it shall not have any right nor claim against any forfeitures or seizures of money or property obtained or made by the Sheriff incident to the investigation or prosecution of any criminal activity or the arrest of any person for crimes alleged to have been committed within the Town's jurisdiction.

c. The Town shall provide the office space formerly used by the Town's municipal police department for the use of the Sheriff and shall provide or pay the cost of all utilities.

d. In connection with the exercise of the powers, duties and authority set forth in this Agreement, the Town, its agents and employees, shall have no responsibility or obligation, legal or otherwise, to provide for, supervise, insure or otherwise guarantee that the acts and procedures used by the Sheriff, its agents, officials and employees, are required, necessary, appropriate or sufficient to meet any standard of care, rule, regulation, or operational procedure in provision of services pursuant hereto.

e. The Sheriff shall provide two (2) full-time, assigned deputies, a Master Deputy and one Sergeant, to perform law enforcement services for the Town. In addition, the Sheriff shall provide coverage to the Town through emergency and non-emergency communications twenty-four (24) hours a day, seven (7) days a week. Said personnel shall remain under the direction of the Sheriff, and the Sheriff shall be responsible for providing all employee compensation, insurance and other benefits to

which said personnel are by law entitled. Provided however, from time to time personnel assigned to the Town will be out for vacation, sick, attending training or responding to an emergency in another location outside of the Town. During these times, the zone car will provide coverage for the Town. The Sheriff shall be responsible for emailing the monthly schedule to the Mayor before the beginning of each month. Also, the Sheriff will communicate to the Mayor high profile arrests, criminal activity and enforcement actions. The Mayor will also be told of personnel changes in a timely manner.

f. The Sheriff shall seek criminal enforcement of the law within the Town's jurisdiction, including enforcement of the Town's ordinances, provided that The Town shall provide the Sheriff with certified true copies of all criminal ordinances adopted by the Town within thirty (30) days of their adoption;

g. The Sheriff or his designated representative shall attend the meetings of the Town's governing board and provide monthly reports to include the number of arrests, seizures, information on crime prevention programs and activities conducted by the Sheriff within the Town's jurisdiction.

h. In connection with the exercise of the powers, duties and authority set forth in this Agreement, the Sheriff, its agents and employees shall have no responsibility or obligation, legal or otherwise, to provide for, supervise, insure or otherwise guarantee that the acts and procedures used by the Town, its agents, officials and employees, are required, necessary, appropriate or sufficient to meet any standard of care, rule, regulation or operational procedure in the provision of services pursuant hereto.

i. The County shall fund the Sheriff the full amount of the payments made by the Town for the purposes stated in this Agreement, which includes the maintenance and replacement of all vehicles and equipment used in the provision of these services.

6. OWNERSHIP AND DISPOSITION OF PROPERTY.

All equipment utilized for the provision of the law enforcement services described herein is the sole property of the County, the Town having previously transferred any interest it had in any such equipment to the County under a prior Interlocal Agreement.

7. AMENDMENTS. This Agreement may not be modified or amended except by subsequent written agreement authorized by the governing bodies of each local government by resolution pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes and by consent of the Sheriff.

8. TERMINATION.

a. Termination by Notice. This Agreement may be terminated by either party by giving sixty (60) days written notice of its intent to terminate to the other parties by certified mail, return receipt requested to the Town, the County and the Sheriff; provided, however, that in the event that termination notice is given, the intention of the

parties is that the Sheriff will continue providing law enforcement services under the existing contract price until the Town can implement its own law enforcement agency.

b. Termination by Breach. This Agreement may be terminated at the election of any other party if one of the parties fails to fulfill any of its obligations under this Agreement and fails to cure said breach after ten (10) days written notice by the party seeking termination hereunder. The notice of termination shall describe the nature of the breach, and all parties shall act in good faith to resolve the issues giving rise to the notice of termination. If the parties cannot resolve the issues giving rise to the notice of termination, this Agreement shall terminate; provided, however, that in the event of such termination for breach, the Sheriff shall provide such law enforcement services for the Town as is customary and usual under the existing contract price until the Town can implement its own law enforcement agency.

9. INDEMNIFICATION. The parties agree, to the extent permitted by the laws of the State of North Carolina, as follows:

a. The Town shall hold harmless and indemnify the County and the Sheriff, their officials, agents and employees, from any claim, obligation or liability for injury or death to any person, whether owner, tenant, occupant, guest, bystander, employee, official or otherwise, which damage or death arises out of the administration of the powers, duties and authority by the Town in carrying out the provisions of this Agreement; provided, however, that the Town shall not be required to hold harmless and indemnify the County and the Sheriff, their officials, agents and employees from any claim, obligation or liability for death, injury or destruction which is caused by the County and/or Sheriff, their officials, agents and employees.

b. The County and the Sheriff shall hold harmless and indemnify the Town, its officials, agents and employees, from any claim, obligation or liability for injury or death to any person, whether owner, tenant, occupant, guest, bystander, employee, official or otherwise, which damage or death arises out of the administration of the powers, duties and authority by the County and/or Sheriff in carrying out the provisions of this Agreement; provided, however, that the County and/or Sheriff shall not be required to hold harmless and indemnify the Town, its officials, agents and employees from any claim, obligation or liability for death, injury or destruction which is caused by the Town, its officials, agents and employees.

10. REMEDIES. This Agreement shall be enforceable by any party by all remedies available at law or equity, including, but not limited to, specific performance. Failure or delay to exercise any right, remedy or privilege hereunder shall not operate as a waiver of such right, remedy or privilege nor prevent subsequent enforcement.

11. GOVERNING LAW. This Agreement shall be construed and interpreted in accordance with the laws of the State of North Carolina.



12. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties and no statement, oral or written, made by any of the parties or any agent of any of the parties that is not contained in this written Agreement shall be valid or binding.

13. NOTICES. All notices and communications required or permitted under this Agreement shall be in writing and, where specified herein, by certified mail, return receipt requested, addressed as follows:

**Town of Roseboro**  
Attn: Mayor  
PO Box 848  
Roseboro, NC 28382

**Sampson County**  
Attn: County Manager  
406 County Complex Rd., Bldg. C, Ste. 110  
Clinton, NC 2832

**Sampson County Sheriff's Office**  
Attn: Sheriff  
112 Fontana St.  
Clinton, NC 28328

IN WITNESSETH WHEREOF, the parties have executed this Agreement in triplicate originals, the same having been approved by resolution of the respective governing bodies of the Town and the County as well as the Sheriff as of the Effective Date.

**TOWN OF ROSEBORO**

By: \_\_\_\_\_  
Alice Butler, Mayor

ATTEST:

By: \_\_\_\_\_  
Town Clerk

**SAMPSON COUNTY**

By: \_\_\_\_\_  
Billy C. Lockamy, Chairman,  
Sampson County Bd. of Comm'rs

ATTEST:

By: \_\_\_\_\_  
Susan J. Holder, Clerk

**SHERIFF OF SAMPSON COUNTY**

By: \_\_\_\_\_  
Jimmy Thornton, Sheriff

**2016-2017 Roseboro Operating Expenses**

	<u>Fringe Rate</u>	<u>Sergeant</u>	<u>Deputy Sheriff III</u>	<u>Deputy Sheriff II</u>	<u>Deputy Sheriff I</u>	<u>Total</u>
Salary		38,940.00	36,240.00	33,120.00	31,488.00	139,788.00
FICA	6.20%	2,259.00	2,170.00	1,938.00	1,835.00	8,202.00
Medicare	1.45%	528.00	508.00	453.00	429.00	1,918.00
Retirement	7.15%	2,605.00	2,503.00	2,235.00	2,116.00	9,459.00
401K	5.00%	1,822.00	1,750.00	1,563.00	1,480.00	6,615.00
Health insurance		10,008.00	10,008.00	10,008.00	10,008.00	40,032.00
Dental insurance		346.00	346.00	346.00	346.00	1,384.00
Workers Comp	5.07%	1,847.00	1,775.00	1,585.00	1,500.00	6,707.00
Professional Liability		75.00	75.00	75.00	75.00	300.00
<b>Total Salary and Benefits</b>		<b>58,430.00</b>	<b>55,375.00</b>	<b>51,323.00</b>	<b>49,277.00</b>	<b>214,405.00</b>
Annual costs:						
Uniforms		746.00	746.00	746.00	746.00	2,984.00
Supplies		306.00	306.00	306.00	306.00	1,224.00
Vehicle maintenance		1,049.00	1,049.00	1,049.00	1,049.00	4,196.00
Vehicle insurance		632.00	632.00	632.00	632.00	2,528.00
Vehicle gas, oil, tires		3,799.00	3,799.00	3,799.00	3,799.00	15,196.00
<b>Total annual costs</b>		<b>6,532.00</b>	<b>6,532.00</b>	<b>6,532.00</b>	<b>6,532.00</b>	<b>26,128.00</b>
Amortized costs:						
Vehicle	5 year	4,010.00	4,010.00	4,010.00	4,010.00	16,040.00
Vehicle equipment	5 year	1,540.00	1,540.00	1,540.00	1,540.00	6,160.00
Body armor	5 year	135.00	135.00	135.00	135.00	540.00
<b>Total amortized costs</b>		<b>5,685.00</b>	<b>5,685.00</b>	<b>5,685.00</b>	<b>5,685.00</b>	<b>22,740.00</b>
<b>Total per position</b>		<b>70,647.00</b>	<b>67,592.00</b>	<b>63,540.00</b>	<b>61,494.00</b>	
					<b>Total</b>	<b>263,273.00</b>

**Current contract has an annual cost of \$237,420.00**

**Cost less equipment amortization 240,528.00**