

**Worcester County Administration
1 West Market Street, Room 1103
Snow Hill, Maryland 21863**



INVITATION FOR BID

PROJECT: Application of Roof Coating at the Berlin
Health Department Building

DEPARTMENT: Public Works / Maintenance

VENDOR:

NAME: _____

ADDRESS: _____

BID OPENING:

DATE: Thursday, March 14, 2024

TIME: 2:30pm

TABLE OF CONTENTS

SECTION I: INTRODUCTION	3
A. PURPOSE	3
B. CLARIFICATION OF TERMS	3
C. QUESTIONS AND INQUIRES	3
D. FILLING OUT BID DOCUMENTS	3
E. SUBMISSION OF BID DOCUMENTS	3
F. OPENING OF BIDS	4
G. ACCEPTANCE OR REJECTION OF BIDS	4
H. QUALIFICATIONS	5
I. DESCRIPTIVE LITERATURE	5
J. NOTICE TO VENDORS	5
K. PIGGYBACKING	6
SECTION II: GENERAL INFORMATION	7
A. ECONOMY OF BID	7
B. PUBLIC INFORMATION ACT (PIA)	7
C. CONTRACT AWARD	7
D. AUDIT	7
E. NONPERFORMANCE	7
F. MODIFICATION OR WITHDRAWAL OF BID	8
G. DEFAULT	8
H. COLLUSION/FINANCIAL BENEFIT	8
I. TAX EXEMPTION	8
J. CONTRACT CHANGES	9
K. ADDENDUM	9
L. EXCEPTIONS/ SUBSTITUTIONS	9
M. APPROVED EQUALS	10
N. DELIVERY	10
O. INSURANCE	10
P. BID EVALUATION	10
SECTION III: GENERAL CONDITIONS	11
A. DRAWINGS AND SPECIFICATIONS	11
B. MATERIALS, SERVICES AND FACILITIES	11
C. INSPECTION AND TESTING	11
D. APPROVAL OF SUBSTITUTION OF MATERIALS	12
E. PROTECTION OF WORK, PROPERTY AND PERSONS	12
F. BARRICADES, DANGER, WARNING AND DETOUR SIGNS	12
G. LICENSES AND PERMITS	12
H. SUPERVISION	13
I. CLEAN UP	13
J. CHANGES IN WORK	13
K. TIME FOR COMPLETION	13
L. LIQUIDATED DAMAGES	14
M. CORRECTION OF WORK	14
N. CONSTRUCTION SAFETY AND HEALTH STANDARDS	14
O. BID BOND	14
P. PERFORMANCE AND PAYMENT BONDS	15
Q. GUARANTEE	15
SECTION IV: BID SPECIFICATIONS	16
A. SCOPE	16
B. CONTRACT PRICING	16
C. SUMMARY	16
D. GENERAL REQUIREMENTS	17
E. ATTACHMENTS	17
F. PRE-BID CONFERENCE	17
G. PAYMENT	17
H. QUESTIONS	17
I. AWARD	17
FORM OF BID	18
REFERENCES	19
EXCEPTIONS	20
INDIVIDUAL PRINCIPAL	21
VENDOR'S AFFIDAVIT OF QUALIFICATION TO BID	22
NON-COLLUSIVE AFFIDAVIT	23
EXHIBIT A	24

SECTION I: INTRODUCTION

A. PURPOSE

1. The purpose of this Invitation for Bid Document is for Worcester County (“County”) to contract for the Application of Uniflex Acrylic Roof Coating System at the Berlin Health Department Building in conformity with the requirements contained herein (“Bid Document(s”).

B. CLARIFICATION OF TERMS

1. Firms or individuals that submit a bid for award of a contract (“Contract”) are referred to as vendors (“Vendors”) in this document. The Vendor that is awarded the Contract is herein referred to as the (“Successful Vendor”).

C. QUESTIONS AND INQUIRES

1. Questions must be addressed in writing to the Worcester County Procurement Officer at nrice@co.worcester.md.us.
2. The last date to submit questions for clarification will be **noon on Wednesday, March 6, 2024**.
3. Addenda are posted on the County website at <https://www.co.worcester.md.us/> under County Info: Bid Board: at <https://www.co.worcester.md.us/commissioners/bids> at least five calendar days before bid opening.
4. It is the Vendors responsibly to make sure all addenda are acknowledged in their bid. Failure to do so could result in the bid being disqualified.

D. FILLING OUT BID DOCUMENTS

1. Use only forms supplied by the County.
2. One unbound original and two bound copies of the bid form and any required attachments must be submitted in the solicitation and can be submitted in the same envelope unless otherwise instructed.
3. Bid Documents should be complied as follows: (1) Cover letter, (2) Form of Bid, (3) References, (4) Exceptions Document and Signed addenda, if necessary (5) Individual Principal Document, (6) Vendor’s Affidavit of Qualification to Bid, and (7) Non-Collusive Affidavit
4. Where so indicated by the make-up of the Bid Documents, sums will be expressed in both words and figures, and in the case of a discrepancy between the two, the amount written in words will govern. In the event there is a discrepancy between the unit price and the extended totals, the unit prices will govern.
5. Any interlineation, alteration, or erasure will be initialed by the signer of the Bid Documents.
6. Each copy of the Bid Documents will be signed by the person(s) legally authorized to bind the Vendor to a contract, using the legal name of the signer. Bid Documents submitted by an agent will have a current Power of Attorney attached certifying the agent’s authority to bind the Vendor.
7. Vendor will supply all information and submittals required by the Bid Documents to constitute a proper and responsible completed Bid Document package.
8. Any ambiguity in the Bid Documents as a result of omission, error, lack of clarity or non-compliance by the Vendor with specifications, instructions, and/or all conditions of bidding will be construed in the light most favorable to the County.

E. SUBMISSION OF BID DOCUMENTS

1. All copies of the Bid Documents and any other documents required to be submitted with the Bid Documents will be enclosed in a sealed envelope. The envelope will be addressed to the

Worcester County Commissioners and will be identified with the project name: **ROOF COATING AT THE BERLIN HEALTH DEPARTMENT BUILDING** and the Vendor's name and address. If the Bid Documents are sent by mail, the sealed envelope will be enclosed in a separate mailing envelope with the notation "SEALED BID DOCUMENTS ENCLOSED" on the face thereof.

2. Bids must be mailed or hand carried to the **Worcester County Administration Office, 1 West Market Street, Room 1103, Snow Hill, MD 21863**, in order to be received **prior** to the announced bid deadline. *Bids received after said time or delivered to the wrong location will be returned to the Vendor unopened.*
3. **Bids are due and will be opened at the time listed on the front of this Bid Document.**
4. If you are delivering a bid in person please keep in mind to allow time to get through security and into the Administration Office. It is fully the responsibility of the Vendor to ensure that the bid is received on time.
5. The County will not speculate as to reasonableness of the postmark, nor comment on the apparent failure of a public carrier to have made prompt delivery of the bid.
6. Vendors, or their authorized agents, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bid Documents; failure to do so will be at the Vendor's own risk.
7. A fully executed Affidavit of Qualification to Bid will be attached to each Bid Document.
8. Minority vendors are encouraged to participate.
9. All Vendor submitted Bid Documents will be valid for a minimum of sixty days from the date of Bid Document opening.
10. Electronically mailed bids are **not** considered sealed bids and will **not** be accepted.

F. OPENING OF BIDS

1. Bid Documents received on time will be opened publicly and Vendor's names and total costs will be read aloud for the record.
2. The Contract will be awarded or all Bid Documents will be rejected within sixty days from the date of the Bid Document opening.

G. ACCEPTANCE OR REJECTION OF BIDS

1. Unless otherwise specified, the Contract will be awarded to the most responsible and responsive Vendor complying with the provisions of the Bid Documents, provided the bid does not exceed the funds available, and it is in the best interest of the County to accept it. The County reserves the right to reject the Bid Documents of any Vendor who has previously failed to perform properly in any way or complete on time contracts of a similar nature; or a Bid Document from a Vendor who, investigation shows, is not in a position to perform the Contract; or Bid Documents from any person, firm, or corporation which is in arrears or in default to the County for any debt or contract.
2. Completed Bid Documents from Vendors debarred from doing business with the State of Maryland or the Federal Government will not be accepted.
3. In determining a Vendor's responsibility, the County may consider the following qualifications, in addition to price:
 - a. Ability, capacity, and skill to provide the commodities or services required within the specified time, including future maintenance and service, and including current financial statement or other evidence of pecuniary resources and necessary facilities.

- b. Character, integrity, reputation, experience and efficiency.
 - c. Quality of past performance on previous or existing contracts, including a list of current and past contracts and other evidence of performance ability.
 - d. Previous and existing compliance with laws and ordinances relating to contracts with the County and to the Vendor's employment practices.
 - e. Evidence of adequate insurance to comply with Contract terms and conditions.
 - f. Statement of current work load and capacity to perform/provide the Goods and/or Services.
 - g. Explanation of methods to be used in fulfilling the Contract.
 - h. The Vendor, if requested, will be prepared to supply evidence of its qualifications, listed above, and its capacity to provide/perform the Goods and/or Services; such evidence to be supplied within a specified time and to the satisfaction of the County.
4. In determining a Vendor's responsiveness, the County will consider whether the Bid Document conforms in all material respects to the Bid Documents. The County reserves the right to waive any irregularities that may be in its best interest to do so.
 5. The County will have the right to reject any and all Bid Documents, where applicable to accept in whole or in part, to add or delete quantities, to waive any informalities or irregularities in the Bid Document received, to reject a Bid Document not accompanied by required Bid security or other data required by the Bid Documents, and to accept or reject any Bid Document which deviates from specifications when in the best interest of the County. Irrespective of any of the foregoing, the County will have the right to award the Contract in its own best interests.

H. QUALIFICATIONS

1. The Vendor must be in compliance with the laws regarding conducting business in the State of Maryland.
All Vendors shall provide a copy Certificate of Status from the Maryland Department of Assessments and Taxation, evidencing the Vendor is in good standing with the State of Maryland. See https://sdatcert1.resiusa.org/certificate_net/ for information on obtaining the Certificate of Status. *Certificates of status are not available for trade names, name reservations, government agencies, sole proprietorships, and some other accounts as these are not legal entities and thus are not required for these categories of Vendors.* For more information on the Certificate of Status please see <http://www.dat.state.md.us/sdatweb/COSinfo.html> .
2. Worcester County reserves the right, at its sole discretion, to extend the date this documentation must be provided. The Vendor's inability to provide this documentation could result in the bid being rejected.

I. DESCRIPTIVE LITERATURE

1. The proposed descriptive literature fully describing the product bid is what is intended to be included as the price. Failure to do so may be cause for rejection of the bid.
2. Any items, systems or devices supplied in this bid that are proprietary in nature relative to maintenance, repair, servicing or updating must be disclosed on the bid form.

J. NOTICE TO VENDORS

1. Before a Vendor submits the Bid Documents it will need to become fully informed as to the extent and character of the Goods and/or Services required and are expected to completely familiarize themselves with the requirements of this Bid Document's specifications. Failure to do so will not relieve the Vendor of the responsibility to fully perform in accordance therewith. No

consideration will be granted for any alleged misunderstanding of the material to be furnished or the Services to be performed, it being understood that the submission of a Bid Document is an agreement with all of the items and conditions referred to herein.

K. PIGGYBACKING

1. Worcester County may authorize, upon request, any governmental entity (hereafter Authorized User) within the County to purchase items under the contract awarded pursuant to this bid solicitation.
2. All purchase orders issued against the contract by an authorized User shall be honored by the Successful Vendor in accordance with all terms and conditions of this contract.
3. The issuance of a purchase order by an Authorized User pursuant to this provision shall constitute an express assumption of all contractual obligations, covenants, conditions and terms of the contract. A breach of the contract by any particular Authorized User shall neither constitute nor be deemed a breach of the contract as a whole which shall remain in full force and effect, and shall not affect the validity of the contract nor the obligations of the Successful Vendor thereunder respecting the County.
4. The County specifically and expressly disclaims any and all liability for any breach by an Authorized User other than the County and each such Authorized User and Successful Vendor guarantee to save the County, its officers, agents and employees harmless from any liability that may be or is imposed by the Authorized User's failure to perform in accordance with its obligations under the contract.

END OF SECTION

SECTION II: GENERAL INFORMATION

A. ECONOMY OF BID

1. Bid Documents will be prepared simply and economically, providing straightforward and concise description of the Vendor's capabilities to satisfy the requirements of the Bid Documents. Emphasis should be on completeness and clarity of content. Elaborate brochures and other representations beyond that sufficient to present a complete and effective Bid Document are neither required nor desired.

B. PUBLIC INFORMATION ACT (PIA)

1. Worcester County is subject to the Maryland Public Information Act and may be required to release bid submissions in accordance with the Act.
2. Any materials the Vendor deems to be proprietary or copyrighted must be marked as such; however, the material may still be subject to analysis under the Maryland Public Information Act.
 - a. The Vendor may invoke proprietary information or trade secret protection for submission of any data/material by (1) identifying the data/material in a written description, (2) clearly marking the data/material as proprietary, and (3) providing a written statement detailing the reasons why protection is necessary. The County reserves the right to ask for additional clarification prior to establishing protection.

C. CONTRACT AWARD

1. A written award by the County to the Successful Vendor in the form of a Purchase Order or other contract document will result in a binding Contract without further action by either party. If the Successful Vendor fails or refuses to sign and deliver the Contract and the required insurance documentation, the County will have the right to award to the next responsible and responsive Vendor. Contract will be executed by the Successful Vendor within fourteen calendar days of receipt of the Contract.
2. Bid Documents and Contracts issued by the County will bind the Vendor to applicable conditions and requirements herein set forth, unless otherwise specified in the Bid Documents, and are subject to all federal, state, and municipal laws, rules, regulations, and limitations.
3. County personal property taxes ("Taxes") must be on a current basis; if any such Taxes are delinquent, they must be paid before award of Contract. Failure to pay will result in the award of Contract to another Vendor.
4. The County reserves the right to engage in individual discussions and interviews with those Vendors deemed fully qualified, responsible, suitable and professionally competent to provide the required Goods and/or Services should the project size warrant it. Vendors will be encouraged to elaborate on their qualifications, performance data, and staff expertise.

D. AUDIT

1. The Successful Vendor agrees to retain all books, records, and other documents relative to the awarded Contract for five years after final payment, or until audited. The County, its authorized agents, and/or State auditors will have full access to and the right to examine any of said materials during said period.

E. NONPERFORMANCE

1. The County reserves the right to inspect all operations and to withhold payment for any goods not performed or not performed in accordance with the specifications in this Bid Document. Errors, omissions or mistakes in performance will be corrected at no cost to the County. Failure to do so

will be cause for withholding of payment for that Goods and/or Services. In addition, if deficiencies are not corrected in a timely manner, the County may characterize the Successful Vendor as uncooperative, which may jeopardize future project order solicitations.

F. MODIFICATION OR WITHDRAWAL OF BID

1. A Bid Document may not be modified, withdrawn, or cancelled by the Vendor during the stipulated time period following the time and date designated for the receipt of Bid Documents, and each Vendor so agrees in submitting Bid Documents.

G. DEFAULT

1. The Contract may be cancelled or annulled by the County in whole or in part by written notice of default to the Successful Vendor upon non-performance, violation of Contract terms, delivery failure, bankruptcy or insolvency, any violation of state or local laws, or the making of an assignment for the benefit of creditors. An award may then be made to the next most highly rated Vendor, or when time is of the essence, similar commodities and/or service may be purchased on the open market. In either event, the defaulting Vendor (or his surety) will be liable to the County for cost to the County in excess of the defaulted Contract price.
2. If a representative or warranty of either Party to the Contract is false or misleading in any material respect, or if either Party breaches a material provision of the Contract (“Cause”), the non-breaching Party will give the other Party written notice of such cause. If such Cause is not remedied within fifteen calendar days (“Cure Period”) after receipt of such notice, (unless, with respect to those Causes which cannot be reasonably corrected or remedied within the Cure Period, the breaching Party will have commenced to correct or remedy the same within such Cure Period and thereafter will proceed with all due diligence to correct or remedy the same), the Party giving notice will have the right to terminate this Contract upon the expiration of the Cure Period.

H. COLLUSION/FINANCIAL BENEFIT

1. The Vendor certifies that his/her Bid is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a Bid Document for the same project; without prior knowledge of competitive prices; and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
2. Upon signing the Bid Document, Vendor certifies that no member of the governing body of the County, or members of his/her immediate family, including spouse, parents or children, or any other officer or employee of the County, or any member or employee of a Commission, Board, or Corporation controlled or appointed by the County Commissioners has received or has been promised, directly or indirectly, any financial benefit, related to this Bid Document and subsequent Contract.

I. TAX EXEMPTION

1. In buying products directly from a Vendor, Worcester County is exempt from being *directly* charged Federal excise and Maryland sales tax. A copy of an exemption certificate shall be furnished upon request.
2. According to the Office of the Comptroller of Maryland, a *Contractor is responsible for paying sales tax* on his/her purchases relating to any projects or services and should incorporate it into their bid.
3. Successful Vendors **cannot** use the County tax exemption to buy materials or products used on County projects.

J. CONTRACT CHANGES

1. No claims may be made by anyone that the scope of the project or that the Vendor's Goods and/or Services have been changed (requiring changes to the amount of compensation to the Vendor or other adjustments to the Contract) unless such changes or adjustments have been made by an approved written amendment (Change Order) to the Contract signed by the Chief Administrative Officer (and the County Commissioners, if required), prior to additional Goods and/or Services being initiated. Extra Goods and/or Services performed without prior, approved, written authority will be considered as unauthorized and at the expense of the Vendor. Payment will not be made by the County.
2. No oral conversations, agreements, discussions, or suggestions, which involve changes to the scope of the Contract, made by anyone including any County employee, will be honored or valid. No written agreements or changes to the scope of the Contract made by anyone other than the Procurement Officer (with the Chief Administrative Officer and/or County Commissioners approval, if required) will be honored or valid.
3. If any Change Order in the Goods and/or Services results in a reduction in the Goods and/or Services, the Vendor will neither have, nor assert any claim for, nor be entitled to any additional compensation for damages or for loss of anticipated profits on Goods and/or Services that are eliminated.

K. ADDENDUM

1. No oral statements of any person will modify or otherwise affect or interpret the meaning of the Contract specifications, or the terms, conditions, or other portions of the Contract. All modifications and every request for any interpretation must be addressed to Worcester County's Procurement Officer and to be given consideration, must be received no later than the last day for questions listed in Section I, Subsection C.2.
2. Any and all interpretations, corrections, revisions, and amendments will be issued by the Procurement Officer to all holders of Bid Documents in the form of written addenda. Vendors are cautioned that any oral statements made by any County employee that materially change any portion of the Bid Documents cannot be relied upon unless subsequently ratified by a formal written amendment to the Bid Document.
3. All addenda will be issued so as to be received at least five days prior to the time set for receipt of Bid Documents, and will become part of the Contract and will be acknowledged in the Bid Document form. Failure of any Vendor to receive any such addenda will not relieve said Vendor from any obligation under the Bid Document as submitted.
4. Vendors are cautioned to refrain from including in their Bid Document any substitutions which are not confirmed by written addenda. To find out whether the County intends to issue an amendment reflecting an oral statement made by any employee, contact Worcester County's Procurement Officer during normal business hours.
5. The Worcester County Procurement Officer reserves the right to postpone the Bid Document opening for any major changes occurring in the five-day interim which would otherwise necessitate an Addendum.

L. EXCEPTIONS/ SUBSTITUTIONS

1. Any exceptions or substitutions to the specifications requested should be marked on the bid form and listed on a separate sheet of paper attached to the bid.

2. An exception to the specifications may disqualify the bid. The County will determine if the exception is an essential deviation or a minor item.
3. In the case of a minor deviation, the County maintains the option to award to that Vendor if it determines the performance is not adversely affected by the exception.

M. APPROVED EQUALS

1. In all specifications where a material or article is defined by describing a proprietary product or by using the name of a Vendor or manufacturer, it can be assumed that an approved equal can be substituted.
2. The use of a named product is an attempt to set a particular standard of quality and type that is familiar to the County. Such references are not intended to be restrictive.
3. However, the County shall decide if a product does in fact meet or exceed the quality of the specifications listed in the solicitation. It shall be the responsibility of the Vendor that claims his product is an equal to provide documentation to support such a claim.

N. DELIVERY

1. All items shall be delivered F.O.B. destination and delivery costs and charges included in the bid unless otherwise stated in the specifications or bid form.

O. INSURANCE

1. If required by the General Conditions or Terms and Conditions, the Successful Vendor shall provide the County with Certificates of Insurance within ten calendar days of bid award notification evidencing the required coverage.
2. Successful Vendor must provide Certificates of Insurance before commencing work in connection with the Contract.

P. BID EVALUATION

1. Bid tabulations will be posted on the County website at <https://www.co.worcester.md.us/commissioners/bids>. Click on the Expired Bids & Results tab and find the bid tabulation for the bid you are interested in. Bid tabulations will be posted as soon as reasonably possible after the Bid opening.

END OF SECTION

SECTION III: GENERAL CONDITIONS

A. DRAWINGS AND SPECIFICATIONS

1. Should any detail be omitted from the drawings or specifications, or should any errors appear in either, it shall be the duty of the Successful Vendor to notify the County's designated construction inspector.
2. In no case shall the Successful Vendor proceed with the work without notifying and receiving definite instructions from the County. Work wrongly constructed without such notification shall be corrected by the Successful Vendor at his own cost.

B. MATERIALS, SERVICES AND FACILITIES

1. It is understood that, except as otherwise specifically stated in the Bid Documents, the Successful Vendor will provide and pay for all materials, labor, tools, equipment, water, light, power and transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.
2. Materials and equipment will be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work will be located so as to facilitate prompt inspection.
3. Manufactured articles, materials, and equipment will be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
4. Materials, supplies and equipment will be in accordance with samples submitted by the Successful Vendor and approved by the County.

C. INSPECTION AND TESTING

1. All materials and equipment used in the construction of the Work will be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Bid Documents.
2. The County or its representatives may, at any time, enter upon the work and the premises used by the Successful Vendor, and the Successful Vendor shall provide proper and safe facilities to secure convenient access to all parts of the work, and all other facilities necessary for inspection, as may be required.
3. The County will appoint such persons as deemed necessary to properly inspect the materials furnished or to be furnished, and the work done under the contract and to see that the same strictly corresponds with the drawings and specifications. All such materials and workmanship shall be subject to approval of the County. Approval or acceptance of payment shall not be misconstrued as approval of items or work not in conformance with specifications and drawings nor shall it prevent the rejection of said work or materials at any time thereafter during the existence of the contract, should said work or materials be found to be defective, or not in accordance with the requirements of the contract.
4. Work and material will be inspected promptly, but if for any reason should a delay occur, the Successful Vendor shall have no claim for damages or extra compensation.
5. The Successful Vendor shall pay for all inspection costs necessary to complete the work which may be incurred to comply with the requirements of any agency other than the County, such as a railroad, public service utility company, or any other governmental agency or any other agency whose jurisdiction affects the work in any manner unless otherwise specified herein.

D. APPROVAL OF SUBSTITUTION OF MATERIALS

1. Samples of materials shall be submitted by the Successful Vendor for approval before such materials are ordered from the manufacturers or distributors and shall be approved by the County before actual work is begun.
2. It is the intention of these specifications to permit all vendors bidding on this work to secure the fullest amount of competition on the various materials and specialties names herein. Wherever a material or article is defined by describing a proprietary product or by using the name of a vendor or manufacturer, the term or approved equal shall be presumed to be implied unless otherwise stated.

E. PROTECTION OF WORK, PROPERTY AND PERSONS

1. Successful Vendor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Successful Vendor will take all necessary precautions and programs in connection with the Work. Successful Vendor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to, all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
2. Successful Vendor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. Successful Vendor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. Successful Vendor will notify owners of adjacent utilities when progress of the Work may affect them. The Successful Vendor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by Successful Vendor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable.
3. In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Successful Vendor, without special instruction or authorization from the County, will act to prevent threatened damage, injury or loss. Successful Vendor will give the County prompt Written Notice of any significant changes in the Work or deviations from the Bid Documents caused thereby, and a Change Order will thereupon be issued covering the changes and deviations involved.

F. BARRICADES, DANGER, WARNING AND DETOUR SIGNS

1. The Successful Vendor shall provide, erect and maintain all necessary barricades, sufficient red lights, flares, danger signals and signs, provide a sufficient number of watchmen and take all necessary precautions for the protection of the work and safety of the public.

G. LICENSES AND PERMITS

1. The Successful Vendor shall have all necessary licenses required to do the work and give all notices and obtain and pay all necessary permits required by local laws and regulations for building.
2. State and Federal permits (if applicable) to undertake work have been obtained by the County and accompany these specifications.

H. SUPERVISION

1. The Successful Vendor shall maintain, at all times during the progress of work, a competent and experienced supervisor who shall represent the Successful Vendor, and all directions given to him shall be binding. Important decisions regarding directions, if requested by the supervisor, shall be confirmed in writing.
2. Supervision by the County or its representative does not relieve the Successful Vendor of responsibility for defective work executed under the direct control of the Successful Vendor. Responsibility for defective work rests upon the Successful Vendor, whether discovered by the County prior to final payment or subsequent thereto.

I. CLEAN UP

1. Upon completion of the items within a given location as specified and before monthly estimates will be paid, the construction area and all other areas occupied by the Successful Vendor during the construction of said Contract shall be cleaned of all surplus and discarded materials, bracing, forms, rubbish and temporary structures that were placed there by the Successful Vendor.
2. Disposal of the aforementioned shall be the responsibility of the Successful Vendor.

J. CHANGES IN WORK

1. The County, without invalidating the contract, may order extra work or make changes by altering, adding or deducting from the work with the contract sum being adjusted accordingly.
2. All such work shall be executed under the conditions of the original contract, except that any claim for the extension of time caused thereby shall be adjusted at the time of ordering such change.
3. The value of any such extra work or change shall be determined in one or more of the following ways:
 - a. By estimate and acceptance of lump sum.
 - b. By unit prices named in the contract or subsequently agreed upon.

K. TIME FOR COMPLETION

1. The Work contemplated under this Contract shall be considered as continuous and be completed within the timeframe(s) stated in Section IV of this Bid Document.
2. The Successful Vendor will be allowed to work eight hours per day, seven days a week, except for holidays, fifty-two weeks per year.
3. The Successful Vendor will not be permitted to work on holidays observed by Worcester County or the State of Maryland or on Sundays unless otherwise authorized in writing.
4. In case of an emergency which may require that work be done on Saturdays, Sundays, and Holidays, the Successful Vendor shall request permission of the County to do so. If, in the opinion of the County, the emergency is bonafide, permission may be granted to the Successful Vendor to work such hours as may be determined are necessary by the County. Also, if in the opinion of the County a bonafide emergency exists, the Successful Vendor may be directed to work such hours as may be necessary whether or not the Successful Vendor requests permission to do so.
5. The Successful Vendor shall pay the County for all costs incurred for inspection services required for work permitted during holidays, weekends or in excess of eight hours per day.

L. LIQUIDATED DAMAGES

1. If the Successful Vendor shall fail to start and complete the project within the time frame stated above, the County shall assess liquidated damages in the amounts listed below per calendar day for each and every day the Successful Vendor fails to complete the contract.

<u>Amount of Contract</u>	<u>Liquidated Damages per Day</u>
Less than \$10,000	\$100.00
\$10,000 or less than \$100,000	\$250.00
\$100,000 or less than \$500,000	\$750.00
\$500,000 or more	\$1,000.00

Or will be based on actual cost to the County, whichever is greater.

2. The designated County project manager reserves the option to extend the scheduled completion date or waive the liquidated damages clause in its entirety if he is of the opinion that extenuating circumstances deemed such action appropriate.

M. CORRECTION OF WORK

1. The Successful Vendor will promptly remove from the premises all Work rejected by the County for failure to comply with the Bid Documents, whether incorporated in the construction or not, and the Successful Vendor will promptly replace and re-execute the Work in accordance with the Bid Documents and without expense to the County and will bear the expense of making good all Work of other Vendors destroyed or damaged by such removal or replacement.
2. All removal and replacement Work will be done at the Successful Vendor's expense. If the Successful Vendor does not act to remove such rejected Work within ten days after receipt of Written Notice, the County may remove such Work and store the materials at the expense of the Successful Vendor.

N. CONSTRUCTION SAFETY AND HEALTH STANDARDS

1. It is a condition of this contract, and shall be made a condition of each sub-contract entered into pursuant to this contract, that the Successful Vendor and any sub-contractor shall not require any laborer or mechanic employed in performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety, as determined under construction safety and health standards (Title 29, Code of Federal Regulations, Part 1926, formerly Part 1518, as revised from time to time, promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standard Act.) (83 Stat. 96).
2. Failure of Worcester County to inform the Successful Vendor of safety violations will not release the Successful Vendor of his responsibilities.

O. BID BOND

1. Bid Documents must be accompanied by a Bid Bond if the Vendor's total Bid amount exceeds \$100,000, payable to the County for five percent of the total amount of the bid. After the analysis of the Bid Documents the County will return Bid Bonds to all Vendors except the three lowest Responsive and Responsible Vendors. After execution of the Contract, and receipt, execution, and approval of the Successful Vendor's Payment and Performance bond, the Bid Bonds will be returned. A certified check may be used in lieu of a Bid Bond.

2. The County, at its discretion, may consider a Vendor in default if the Vendor fails to execute the Contract, in which the County will retain said Bid Bond.

P. PERFORMANCE AND PAYMENT BONDS

1. The Successful Vendor will be required to provide the County with a Performance Bond and Payment Bond if the total Contract amount exceeds \$100,000, each in the amount of one hundred percent of the Contract Price, with a corporate surety approved by the County for the faithful performance of the Contract.
2. The Successful Vendor will within fourteen calendar days after the receipt of the Contract furnish the County with a Performance Bond and Payment Bond in penal sums equal to the amount of the Contract Price, conditioned upon the performance by the Successful Vendor of all undertakings, covenants, terms, conditions and agreements of the Bid Documents, and upon the prompt payment by the Successful Vendor to all persons supplying labor and materials in the prosecution of the Work provided by the Bid Document. Such Bonds will be executed by the Successful Vendor and corporate bonding company licensed to transact such business in the state in which the Work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Circular Number 570. The expense of these Bonds will be borne by the Successful Vendor. If at any time a surety on any such Bond is declared bankrupt or loses its right to do business in the State of Maryland or is removed from the list of surety companies accepted on federal bonds, Successful Vendor will within ten calendar days after notice from the County to do so, substitute an acceptable Bond(s) in such form and sum and signed by such other surety or sureties as may be satisfactory to the County.

Q. GUARANTEE

1. The Successful Vendor shall furnish the County with a one-year guarantee of workmanship and materials, dating from time of acceptance of the project and shall make good any defects which may occur during that period.
2. If any special guarantees in excess of the one-year period are specified by the manufacturer, these guarantees shall take precedence over the one-year period guarantee.
3. Upon completion of work, and before final payment or release of retainage, the Successful Vendor shall submit, and obtain from each subcontractor, material supplier and equipment manufacture general warranties and a notarized asbestos free guarantee.

END OF SECTION

SECTION IV: BID SPECIFICATIONS

A. SCOPE

1. The County is seeking bids from qualified Vendors for the Application of Uniflex Acrylic Roof Coating System at the Berlin Health Department Building located at 9730 Healthway Drive, Berlin, MD 21811 in accordance with the terms and conditions and specifications set forth in this solicitation.
2. Included in this project will be the painting of gables, rake, fascia, soffit, gutters and downspouts.

B. CONTRACT PRICING

1. Pricing must include all labor, materials, tools, and equipment to perform Work.
2. Pricing will not change during the Contract Period.

C. SUMMARY

1. For application of the Uniflex Acrylic Coating System, follow the “Liquid Applied Roofing” guide, Section 07500, Part 1- General through 3.6 Job Site Clean up.
2. For the Metal Roof use:
 - a. **Spot Prime:** KST036520- Uniflex Acrylic Rust Inhibitive Primer Low VOC
 - b. **Sealant:** KST051920-Uniflex One Flash
 - c. **Basecoat:** KST 041320- Uniflex Premium Elastomeric Roof Coating Grey
 - d. **Finish:** KST041300- Uniflex Premium Elastmeric Roof Coating (Color by Owner
 - e. *Notes: Reference Uniflex Specification Document*
 - f. In addition to the roof coating, all metal surfaces will be painted to match the custom roof color provided by owner.
3. Paint Specifications:
 - a. **Primer:** B66W01310-PI PROCRYL
 - b. **Gutter Sealant:** W41000010-Caulk White Lightning Storm Blaster All Season Sealant 11oz. Clear
 - c. **Finish:** B71W00211 – Bond-Plex Waterbased Acrylic Coating Extra White/Tint Base
 - d. *Color to match Roof Coating*
4. The Successful Vendor will be required to provide the following:
 - a. Contractor to provide all supervision, labor, materials, equipment, tools and all other items and services required to complete the roof coating, as well as rake, fascia, soffit, gutter, downspout, gable and roof penetration painting.
 - b. Contractor shall be responsible for obtaining all required permits and inspections.
 - i. The County will require an inspection by the Uniflex representative to ensure proper manufacturer warranty.
 - c. Contractor shall prepare, prime and paint all metal surfaces that are not considered roof covering. To include but not limited to rake, fascia, soffit, gutter, downspout, gables, roof penetrations.
 - d. Contractor shall furnish and install all sealants and caulking necessary for and incidental to a complete roof coating installation as required by bid documents.
 - e. Contractor shall provide all warranties and guaranties as applicable by the manufacturer. The completed product shall provide the Owner with a watertight roof system.

- f. Contractor to provide any vertical hoisting and/or staging required for project
- g. Contractor to protect work area from damage and upon completion leave area clean and neat.
- h. Contractor shall secure all loose materials on roof and at grade during work, after hours, and weekends. If necessary, materials shall be removed from site during severe weather conditions.
- i. Contractor shall repair at its own expense any and all damage associated with the performance of his work.
- j. Contractor to confer with the county's Project Manager one week before any task that will generate excessive noise.
 - i. Interference with public assemblies will not be permitted.
- k. Work to be performed during normal business hours.
 - l. Work shall not interfere with county operations.
- m. Contractor shall notify the county in writing of any potential conflicts observed with performance of work.
- n. Contractor shall install all coatings and paint using spray application only.
 - i. Any wind exceeding 10 miles per hour, that is directed in such a way as to carry over parking lot, vehicles or adjacent buildings shall not be permitted. Wind directed toward wood line is acceptable. Application of coating during weather conditions where winds swirl or change direction is prohibited.
- o. Contractor to provide daily clean up and trash removal generated by work, to be deposited in contractor supplied dumpster/dump vehicle daily.
- p. Area around building should remain free of debris/nails at the end of the day
- q. Contractor shall be required to locate stored materials in an area designated by project manager.

D. GENERAL REQUIREMENTS

- 1. The Successful Vendor must be licensed to perform Work in the state of Maryland.
- 2. Optimum application due to temperature/weather conditions will be between April 15 through June 30.

E. ATTACHMENTS

- 1. Uniflex Acrylic Roof Coating System Guide Specifications for Metal Restoration

F. PRE-BID CONFERENCE

- 1. A pre-bid meeting will be held on Thursday, February 29, 2024 at 10:30am at the Berlin Health Department, 9730 Healthway Drive, Berlin, MD 21811.

G. PAYMENT

- 1. The County will make payment(s) to the Successful Vendor within thirty (30) calendar days from the receipt of a proper invoice for approved and accepted work performed.

H. QUESTIONS

- 1. The last day for questions is listed under Section I, Subsection C.2.

I. AWARD

- 1. The County intends to award to the lowest Responsive and Responsible Vendor meeting the specifications.

END OF SECTION

THIS AND PREVIOUS SECTIONS, OTHER THAN THE COVER PAGE, DO NOT NEED TO BE RETURNED WITH SUBMITTAL

FORM OF BID

To whom it may concern:

We hereby submit our Bid Documents for “ROOF COATING AT THE BERLIN HEALTH DEPARTMENT BUILDING” as indicated in the Bid Documents. Having carefully examined the Bid Documents and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration of our Vendor for award of the referenced Bid.

ITEM	DESCRIPTION	EXTENDED PRICE
1	Provide labor, materials and equipment for the application of roof coating system at the Worcester County Berlin Health Department Building as stated in the Bid Specifications.	

Vendor agrees to have the Work completed within _____ calendar days of Notice to Proceed.
(Yes)____ (No) _____ Check One.

Have you included your certificate of good standing with the State of Maryland? (See Section I, Subsection H.1 for more information.) (Yes)____ (No) _____ Check One.

Is your company currently involved in any active litigation? (Yes)____ (No) _____ Check One.

Is your company currently involved in any mergers or acquisitions? (Yes)____ (No) _____ Check One.

The Vendor agrees that their bid will be good for at least sixty days unless otherwise indicated in the bid specifications.

Note: This bid form must be signed by an officer of your company or an authorized agent for this bid to be considered valid by the county.

Sign for Identification

Printed Name

Title

Email

REFERENCES

List three references for which the Vendor has provided Goods/Services similar to those requested in the Bid Document within the last 12-36 months. Include contact name, address, telephone number, email address and services provided.

Company Name:		Company Name:	
Type of Project:		Type of Project:	
Address:		Address:	
Town, State, Zip Code:		Town, State, Zip Code:	
Contact Person:		Contact Person:	
Telephone Number:		Telephone Number:	
Email:		Email:	
Date of Service:		Date of Service:	
Company Name:			
Type of Project:			
Address:			
Town, State, Zip Code:			
Contact Person:			
Telephone Number:			
Email:			
Date of Service:			

Sign for Identification

Printed Name

EXCEPTIONS

The undersigned hereby certifies that, except as listed below, or on separate sheets attached hereto, the enclosed Completed Bid Document covers all items as specified.

EXCEPTIONS:

(If none, write none) _____

How did you hear about this solicitation?

- Worcester County's Website
- eMaryland Marketplace Advantage (eMMA)
- Newspaper Advertisement
- Direct email
- Other _____

The vendor hereby acknowledges receipt of the following addenda.

<u>Number</u>	<u>Date</u>	<u>Initials</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Sign for Identification

Printed Name

INDIVIDUAL PRINCIPAL

Vendor Name: _____

Signed By: _____ In the presence of: _____

Address of Vendor: _____ Town, State, Zip _____

Telephone No.: _____ Fax: _____ Email: _____

CO-PARTNERSHIP PRINCIPAL

Name of Co-Partnership: _____

Address: _____ Town, State, Zip

Telephone No.: _____ Fax: _____

Signed By: _____ In the presence of: _____

Partner

Witness

Signed By: _____ In the presence of: _____

Partner

Witness

Signed By: _____ In the presence of: _____

Partner

Witness

CORPORATE PRINCIPAL

Name of Corporation: _____

Address: _____ Town, State, Zip

Telephone No.: _____ Fax:

Signed By: _____ In the presence of: _____

President

Witness

Attest: _____

Corporate Secretary

Affix Corporate Seal

VENDOR'S AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT:

I, _____ am the _____
(Printed Name) (title)
and the duly authorized representative of the Vendor of
_____ whose address is
(name of corporation)

and that I possess the legal authority to make this affidavit on behalf of myself and the Vendor for which I am acting.

Except as described in paragraph 3 below, neither I nor the above Vendor, nor to the best of my knowledge and of its officers, directors or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo-contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute, bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government (conduct prior to July 1, 1977 is not required to be reported).

(State "none" or, as appropriate, list any conviction, plea or admission described in paragraph 2 above, with the date, court, official or administrative body, the individuals involved and their position with the Vendor, and the sentence or disposition, if any.)

I acknowledge that this affidavit is to be furnished to the County, I acknowledge that, if the representations set forth in this affidavit are not true and correct, the County may terminate any Contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with section 16D of Article 78A of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Sign for Identification

Printed Name

NON-COLLUSIVE AFFIDAVIT

_____ being first duly sworn,
deposes and says that:

1. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Vendor that has submitted the attached Bid Documents;
2. He/she is fully informed respecting the preparation and contents of the attached Bid Document and of all pertinent circumstances respecting such Bid Documents;
3. Such Bid Document is genuine and is not a collusive or sham Bid Document;
4. Neither the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Vendor, firm, or person to submit a collusive or sham Bid Document in connection with the Work for which the attached Bid Document has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Vendor, firm, or person to fix the price or prices in the attached Bid Document or of any other Vendor, or to fix any overhead, profit, or cost elements on the Bid Document price or the Bid Document price of any other Vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any disadvantage against (Recipient), or any person interested in the Work;
5. The price or prices quoted in the attached Bid Document are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

Witness

By: _____
Signature

Printed Name

Title

EXHIBIT A

WORCESTER COUNTY MARYLAND STANDARD TERMS AND CONDITIONS

The provisions below are applicable to all Worcester County (“County”) contracts. These provisions are not a complete agreement. These provisions must be attached to an executed document that identifies the work to be performed, compensation, term, incorporated attachments, and any special conditions (“Contract”). If the Standard Terms and any other part of the Contract conflict, then the Standard Terms will prevail.

1. **Amendment.** Amendments to the Contract must be in writing and signed by the parties.
2. **Bankruptcy.** If a bankruptcy proceeding by or against the Contractor is filed, then:
 - a. The Contractor must notify the County immediately; and
 - b. The County may cancel the Contract or affirm the Contract and hold the Contractor responsible for damages.
3. **Compliance with Law.** Contractor must comply with all applicable federal, state, and local law. Contractor is qualified to do business in the State of Maryland. Contractor must obtain, at its expense, all licenses, permits, insurance, and governmental approvals needed to perform its obligations under the Contract.
4. **Contingent Fee Prohibition.** The Contractor has not directed anyone, other than its employee or agent, to solicit the Contract and it has not promised to pay anyone a commission, percentage, brokerage fee, contingent fee, or other consideration contingent on the making of the Contract.
5. **Counterparts and Signature.** The Contract may be executed in several counterparts, each of which may be an original and all of which will be the same instrument. The Contract may be signed in writing or by electronic signature, including by email. An electronic signature, a facsimile copy, or computer image of the Contract will have the same effect as an original signed copy.
6. **Exclusive Jurisdiction.** All legal proceedings related to this Contract must be exclusively filed, tried, and maintained in either the District Court of Maryland for Worcester County, Maryland or the Circuit Court of Worcester County, Maryland. The parties expressly waive any right to remove the matter to any other state or federal venue and waive any right to a jury trial.
7. **Force Majeure.** The parties are not responsible for delay or default caused by fire, riot, acts of God, County-declaration-of-emergency, or war beyond their reasonable control. The parties must make all reasonable efforts to eliminate a cause of delay or default and must, upon cessation, diligently pursue their obligations under the Contract.
8. **Governing Law.** The Contract is governed by the laws of Maryland and the County.
9. **Indemnification.** The Contractor must indemnify the County and its agents from all liability, penalties, costs, damages, or claims (including attorney’s fees) resulting from personal injury, death, or damage to property that arises from or is connected to the performance of the work or failure to perform its obligations under the Contract. All indemnification provisions will survive the expiration or termination of the Contract.

10. Independent Contractor.

- a. Contractor is an “Independent Contractor”, not an employee. Although the County may determine the delivery schedule for the work and evaluate the quality of the work, the County will not control the means or manner of the Contractor’s performance.
- b. Contractor is responsible for all applicable taxes on any compensation paid under the Contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers’ compensation benefits under the Contract.
- c. Contractor must immediately provide the County notice of any claim made against Contractor by any third party.

11. Insurance Requirements.

- a. Contractor must have Commercial General Liability Insurance in the amounts listed below. The insurance must include coverage for personal injury, discrimination, and civil rights violation claims. All insurance must name County, its employees, and agents as “ADDITIONAL INSURED”. A copy of the certificate of insurance must be filed with the County before the Contract is executed, providing coverage in the amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$500,000 for property damage.
- b. Contractor must have automobile insurance on all vehicles used in the Contract to protect Contractor against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations in connection with the Contract. All insurance must name County, its employees, and agents as “ADDITIONAL INSURED”.
- c. Contractor must provide the County with a certification of Workers’ Compensation Insurance, with employer’s liability in the minimum amount required by Maryland law in effect for each year of the Contract.
- d. All insurance policies must have a minimum 30 days’ notice of cancellation. The County must be notified immediately upon cancellation.
- e. When insurance coverage is renewed, Contractor must provide new certificates of insurance prior to expiration of current policies.

12. Nondiscrimination. Contractor must not discriminate against any worker, employee, or applicant because of religion, race, sex, age, sexual orientation, physical or mental disability, or perceived disability. This provision must be incorporated in all subcontracts related to the Contract.

13. Ownership of Documents; Intellectual Property.

- a. All documents prepared under the Contract must be available to the County upon request and will become the exclusive property of the County upon termination or completion of the services. The County may use the documents without restriction or without additional compensation to the Contractor. The County will be the owner of the documents for the purposes of copyright, patent, or trademark registration.
- b. If the Contractor obtains, uses, or subcontracts for any intellectual property, then it must provide an assignment to the County of ownership or use of the property.
- c. The Contractor must indemnify the County from all claims of infringement related to

the use of any patented design, device, materials, or process, or any trademark or copyright, and must indemnify the County, its officers, agents, and employees with respect to any claim, action, costs, or infringement, for royalties or user fees, arising out of purchase or use of materials, construction, supplies, equipment, or services covered by the Contract.

14. **Payments.** Payments to the Contractor under the Contract will be within 30 days of the County's receipt of a proper invoice from the Contractor. If an invoice remains unpaid 45 days after the invoice was received, interest will accrue at 6% per year.
15. **Records.** Contractor must maintain fiscal records relating to the Contract in accordance with generally accepted accounting principles. All other relevant records must be retained by Contractor and kept accessible for at least three years after final payment, termination of the Contract, or until the conclusion of any audit, controversy, or litigation related to the Contract. All subcontracts must comply with these provisions. County may access all records of the Contractor related to the Contract.
16. **Remedies.**
 - a. **Corrections of errors and omissions.** Contractor must perform work necessary to correct errors and omissions in the services required under the Contract, without undue delays and cost to the County. The County's acceptance will not relieve the Contractor of the responsibility of subsequent corrections of errors.
 - b. **Set-off.** The County may deduct from any amounts payable to the Contractor any back-charges, penalties, or damages sustained by the County, its agents, or employees caused by Contractor's breach. Contractor will not be relieved of liability for any costs caused by a failure to satisfactorily perform the services.
 - c. **Cumulative.** These remedies are cumulative and without waiver of any others.
17. **Responsibility of Contractor.**
 - a. The Contractor must perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar the services.
 - b. Notwithstanding any review, approval, acceptance, or payment for the services by the County, the Contractor will be responsible for the accuracy of any work, design, drawings, specifications, and materials furnished by the Contractor under the Contract.
 - c. If the Contractor fails to conform with subparagraph (a) above, then it must, if required by the County, perform at its own expense any service necessary for the correction of any deficiencies or damages resulting from the Contractor's failure. This obligation is in addition to any other remedy available to the County.
18. **Severability/Waiver.** If a court finds any term of the Contract to be invalid, the validity of the remaining terms will not be affected. The failure of either party to enforce any term of the Contract is not a waiver by that party.
19. **Subcontracting or Assignment.** The Contractor may not subcontract or assign any part of the Contract without the prior written consent of the County. The County may withhold consent for any reason the County deems appropriate.

20. **Termination.** If the Contractor violates any provision of the Contract, the County may terminate the Contract by written notice. All finished or unfinished work provided by the Contractor will, at the County's option, become the County's property. The County will pay the Contractor fair compensation for satisfactory performance that occurred before termination less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the County can affirmatively collect damages.
21. **Termination of Contract for Convenience.** Upon written notice, the County may terminate the Contract when the County determines termination is in the County's best interest. Termination for convenience is effective on the date specified in the County's written notice. The County will pay for reasonable costs allocable to the Contract for costs incurred by the Contractor up to the date of termination. But the Contractor will not be reimbursed for any anticipatory profits that have not been earned before termination.
22. **Termination of Multi-year Contract.** If funds are not available for any fiscal period of the Contract after the first fiscal period, then the Contract will be terminated automatically as of the beginning of unfunded fiscal period. Termination will discharge the Contractor and the County from future performance of the Contract, but not from their rights and obligations existing at the time of termination.
23. **Third Party Beneficiaries.** The County and Contractor are the only parties to the Contract and are the only parties entitled to enforce its terms. Nothing in the Contract gives any benefit or right to third persons unless individually identified by name and expressly described as intended beneficiaries of the Contract.
24. **Use of County Facilities.** Contractor may only County facilities that are needed to perform the Contract. County has no responsibility for the loss or damage to Contractor's personal property which may be stored on County property.
25. **Whole Contract.** The Contract, the Standard Terms, and attachments are the complete agreement between the parties and supersede all earlier agreements, proposals, or other communications between the parties relating to the subject matter of the Contract.

SECTION 07500

UNIFLEX ACRYLIC ROOF COATING SYSTEM GUIDE SPECIFICATION FOR METAL RESTORATION

PART 1 – GENERAL

1.1 DESCRIPTION

- A. Scope of work shall include all materials, labor, equipment and supervision necessary to install an acrylic roof coating system as outlined in this Specification. All work shall be performed by properly trained Contractor personnel in a safe, professional, timely and workmanlike manner and in accordance with all federal, state and local laws, rules and regulations, this Specification and good roofing practice.
- B. Restoration of existing Metal Roof Membrane using acrylic roof coating. This Specification is suitable to protect, restore and extend the service life of previously coated and non-coated metal roofs on Structural Metal roof assemblies. It is not designed for Architectural Metal roofing.
- C. Any instructions on the Manufacturer's Product Data Sheets are to be considered part of these Specifications and should be followed in any performance of the work.
- D. Additional details and specific areas of repair may be selected, modified or added as necessary.

1.2 RELATED WORK

- A. Drawings and general provisions of the contract, including General and Supplementary Conditions and other Division 01 Specifications, apply to this section.
- B. Contractor shall review all sections of the project specifications to determine items of work that may interface with the application of the roof coating system. Compliance with applicable building codes shall be assured by the specifier or engineer, while coordination and execution of related sections shall be the responsibility of the Contractor.

1.3 REFERENCES

- A. Florida Building Code #FL17101-R3
- B. UL Class A
- C. NSF P151
- D. MIAMI-DADE NOA: 15-0825.02

1.4 REVIEW / SUBMITTALS

- A. Prior to bid, all project specifications, details, submittals, photographs, inspection reports and existing substrate conditions shall be provided to Manufacturer for review and pre-application warranty approval.
- B. At the time of bidding, the Contractor shall submit to the Owner the following:
 - 1. A certificate or letter from the Manufacturer approving the Contractor in good standing for application of the Manufacturer's products and systems at the time of the work.
 - 2. Provide cured sample of products to be installed.
 - 3. The Manufacturer's standard details and approved shop drawings for the coatings system.
 - 4. Product and Material Safety Data Sheets for each product indicated in this Specification.
 - 5. Sample copy of Manufacturer's warranty to be issued upon successful completion of the project.
 - 6. Sample copy of the Contractor's warranty.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Manufacturer shall have a minimum of 20 years' experience manufacturing roof coatings and be ISO 9001:2008 Certified.

- B. Products listed herein shall be provided by a single manufacturer or approved by the primary roofing Manufacturer for compatibility.
- C. Contractor represents and warrants that it is experienced in and qualified to perform the work described herein and can provide the necessary equipment, supervision, and trained workforce capable of completing the work in a safe, prompt, diligent, professional and workmanlike manner and in accordance with all federal, state and local laws, rules and regulations, this Specification and good roofing practice.
- D. Contractor shall be thoroughly familiar with all codes, regulations and standards governing the work to be performed and shall provide written proof of all required licenses and permits prior to project commencement.
- E. Contractor shall be approved by Manufacturer for application of Manufacturer's products and systems and in good standing at the time of the work and shall coordinate with Manufacturer prior to bidding and commencement of work regarding any Manufacturer's warranty to be issued upon successful completion of the project.
- F. Contractor shall inspect the project to examine the actual job and site conditions and must be familiar with local conditions and all things required to complete the work that will have a bearing on its costs and completion.
- G. All substrates must be peel tested for adhesion strength and those results provided to Manufacturer prior to application of the coating system.
- H. Contractor is responsible for ensuring a trained foreman is onsite during the application of the coating system and any related work. A daily log of application activities and environmental conditions shall be maintained and available on-site with copies of specification, TDS, and MSDS. A copy of the activity log shall be submitted to Manufacturer upon completion of project.
- I. Contractor shall check wet film thickness during application of the coatings to ensure achievement of required coverage rates.
- J. In the event Contractor finds that performance or completion of the work will be delayed for any reason, Contractor shall notify the Owner, the Owner's Representative and Manufacturer in writing as soon as possible.
- K. There shall be no deviations made from the Specifications unless submitted in writing by the Contractor and approved in writing by the Specifier, Owner and Manufacturer.

1.6 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Products shall be delivered to jobsite in Manufacturer's original unopened and undamaged containers bearing Manufacturer's original labels. Package labels must be clearly visible on pallets. Verify products are within Manufacturer's recommended shelf life.
- B. Store all products in a dry, well ventilated, weather tight location at temperatures between 50° F and 99° F. Do not store products at higher temperatures or in direct sunlight. Protect all products from freezing or other damage during transit, handling and storage. Store and handle products in a manner that will ensure there is no possibility of contamination. Keep lids tightly sealed when not in use. Do not stack pallets more than two (2) high. If these storage conditions are not possible, special consideration in storage must be taken.
- C. Do not subject existing roof to unnecessary loading of stockpiled products or other materials.
- D. Record batch numbers in daily project activity log. Submit to Manufacturer upon project completion.
- E. Store and dispose of all products and materials used on the project in accordance with all federal, state and local requirements for the proper handling and disposal of such products and materials.

1.7 PROJECT CONDITIONS

A. Condition of Existing Substrate:

1. The Owner, Owner's Representative and Contractor shall thoroughly inspect and determine the condition of the roof system and substrate to be coated, and the suitability of the roof system for the application and performance of the coating system.
2. All surfaces and substrates which are to be coated must be properly prepared, clean, dry, structurally sound and free from any moisture, dirt, contaminants or any other conditions which may interfere with the application and performance of the coating system. Contractor shall approve the condition of the roof system and substrate prior to application of the roof coating system.
3. Wet insulation and any deteriorated or damaged decking or other materials must be removed and replaced before application of the coating system.
4. The roof coating shall have good resistance to ponding water. However, areas of prolonged ponding water may, depending on environmental conditions, require additional inspection and maintenance (including cleaning and re-coating) during the warranty period. The NRCA recommends that all roofs be designed and built to have positive drainage. Any questions or concerns about deck deflection as a result of ponding water conditions shall be directed to a competent and properly licensed design professional.
5. If any unusual, unexpected or concealed conditions are discovered at any time prior to or during the work, the Contractor shall stop work immediately and notify the Owner, Owner's Representative and Manufacturer in writing as soon as possible.

B. Protection and Coordination:

1. Owner will occupy the premises during the work. Contractor will cooperate with the Owner to allow for the continued use of the facilities during the work.
2. Contractor shall take all necessary precautions when using roof coatings or other materials around air intakes and air conditioning units to avoid any disturbance, including odors, for the Owner and building occupants. All air intakes and air conditioning shall be adequately protected or closed during the course of the work on the roofing system to prohibit odor intake into the building.
3. If ventilators exist on the roof, the Contractor shall determine what material is being exhausted onto the roof surface. Contractor shall contact the Manufacturer to determine if the exhaust materials will interfere with surface preparation, application, adhesion or other performance of the coating system.
4. Contractor shall take all necessary measures to protect unrelated work or adjacent areas from overspray and spillage.
5. Contractor shall coordinate scheduling with the Owner to relocate or protect vehicles, building occupants, building contents and unrelated work from damage.
6. Site cleanup during and after completion of the work shall be completed to Owner's reasonable satisfaction.

1.8 WEATHER AND SURFACE TEMPERATURE

A. Contractor shall proceed with roofing work only when the existing and forecasted weather conditions and surface temperatures will permit work to be performed in accordance with Manufacturer's recommendations and good roofing practice, including:

1. Ambient air temperature must be 50°F and rising, but not above 120°F during the entire application and curing process.
2. Surface temperatures must be between 50°F and 140°F during application. If surface temperatures exceed 140°F during application, wait for roof to cool.
3. Never apply coating to a wet or damp surface. Roof surface must be free from any moisture with no precipitation in the forecast until coating is dry. Do not apply coating if weather does not permit 4-6 hours of dry time prior to precipitation. Low humidity, low temperatures, cloud cover and calm air will slow the dry time.
4. Extra precaution is needed when applying material in windy conditions. Never spray material when excessive wind conditions exist. Contractor should monitor wind condition to prevent over-spray. If winds become excessive, spraying should stop.

1.9 PRE-APPLICATION CONFERENCE

- A. Prior to scheduled commencement of the coating application and any related work, Contractor shall conduct a meeting on the roof with the Architect, Owner, Manufacturer and any other persons directly involved with the performance of the work. The Contractor shall record conference discussions to include decisions, agreements, and open issues and furnish copies of recorded discussions to each attending party. The primary purpose of the meeting is to review methods and procedures related to the roofing work and Special Owner requirements.
- B. All parties shall view representative areas of the roofing substrate and discuss conditions of the substrate, penetrations and any other work to be completed prior to application of the coating system.
- C. Review roofing system requirements, specifications, detail drawings, Contract Documents and required submittals, both completed and in progress.
- D. Review and finalize the construction schedule related to roofing work, and verify availability of materials, Contractor's personnel, equipment and facilities needed to consistently make progress and avoid delays.
- E. Review results from Contractor's inspections, adhesion and non-destructive testing.
- F. Review forecasted weather conditions expected. Establish procedures for coping with unfavorable conditions, including the possibility of temporary roofing work.

1.10 WARRANTY

- A. Project warranties beyond those found on Product Data Sheets require Manufacturer approval prior to job commencement. Any warranties for the project must be submitted and accepted by the Owner at the time of contract award. Please contact Manufacturer for any requirements and associated costs or fees which may be associated with warranty issuance. Recommendations and requirements are subject to change from project to project based on existing conditions.
- B. Manufacturer may issue to the Building Owner either (a) Material Only Warranty or (b) Labor and Material Warranty, as may be agreed to at time of contract award. Any warranties issued shall be for the coating application only and shall not provide coverage for the existing roofing system, including the substrate or structural deck. Any presence by Manufacturer personnel on the project does not provide any additional coverage beyond that stated in the applicable warranty.
- C. The Contractor may provide the Owner with a workmanship warranty as may be agreed to by the Contractor at time of contract award.

1.11 REGULATORY AND SAFETY

- A. Contractor will perform all work in a safe, professional, timely and workmanlike manner and in accordance with all federal, state and local laws, rules and regulations related to the work to be performed hereunder, the Specifications and good roofing practice.
- B. Contractor shall be thoroughly familiar with all codes, regulations and standards governing the work to be performed and shall provide written proof of all required licenses and permits prior to project commencement.
- C. Contractor shall establish and enforce a safety program for its work and employees which meets or exceeds all federal, state and local laws, rules and regulations, including proper fall protection and all other applicable requirements of the Occupational Safety and Health Act of 1970 (OSHA), and all other requirements which may be necessary for the safety of its employees, Owner and the public.

PART 2 – PRODUCTS

2.1 GENERAL

Products other than those described in Part 2 may be submitted for review and acceptance by Manufacturer. Manufacturer's review shall be for compatibility purposes only with Manufacturer's products. The specifications and application instructions for products not supplied by Manufacturer must be reviewed by the Owner and/or Owner's Representative for final approval and use on the project. Manufacturer will not provide any warranty coverage for products other than those supplied by the specified Manufacturer.

2.2 ACCEPTABLE MANUFACTURERS

- A. Uniflex Fluid Applied Roofing Systems, 101 W. Prospect Avenue, Cleveland, Ohio 44115
- B. Contact the Uniflex Technical Department at uniflex.technical@sherwin.com with any questions and for a complete list of approved products.

2.3 COMPONENTS

- A. Acrylic Roof Coating:
 - 1. Uniflex® 41-300 WHITE acrylic
 - 2. Uniflex® 41-320 GRAY acrylic
- B. Uniflex® Acrylic Rust Inhibitive Primer White 36- 520: for use on previously coated substrates and properly prepared Kynar®.
- C. Uniflex® Rust Inhibitive Primer 34-520
- D. Sealant:
 - 1. Uniflex One Flash Sealant 51-920 (Gray) 51-921 (white)

PART 3 – EXECUTION

3.1 INSPECTION AND TESTING

- A. Based on Contractor's inspection and testing, a roof plan shall be made to show all areas of water intrusion, ponding water, and any deteriorated or damaged decking or other materials.
- B. Contractor shall verify a minimum roof slope of 1/4 inch per foot and that all roof drains are clean and in good working order.
- C. Prior to application of the coating system, Contractor shall perform adhesion testing over substrates including previously coated and non-coated roof membranes.
- D. Prior to field testing, a test should be performed to determine if the surface is Kynar or factory finish enamel.
- E. Prior to application of the coating system, Contractor shall perform adhesion testing over substrates including previously coated and non-coated roof membranes. Contractor shall follow ASTM 4541 for approved field adhesion test methods. Contractor shall allow roof coating to cure for a minimum of 72 hours prior to conducting peel test. Coating adhesion must achieve a

minimum of two (2) pounds per lineal inch. Results of less than two (2) pounds per lineal inch shall be reported to Manufacturer and retested using primer. Contractor shall perform adhesion testing in areas of existing roofing membrane indicating worn substrates, any change in substrate, areas that show evidence of ponding water conditions or previously coated areas. All adhesion test results shall be recorded and submitted to Manufacturer for additional evaluation.

Adhesion Test:

1. An adhesion test must be completed over all substrates including previously coated and non-coated roofs prior to installation of roof coating.
2. Contact Roof Coating Manufacturer for required warranty compliance procedures.
3. Adhesion tests on previously coated substrates are required for all areas including, but are not limited to the following:
 - a) Field of existing roofing:
 1. Minimum number of tests: Two (2) per 10,000 sq. ft.
 2. Previously coated areas: requires Five (5) test areas per 10,000 sq. ft.
 3. Areas of existing roofing indicating worn substrates require additional testing.
 - b) Any change in existing roofing substrate
 - c) Existing roofing installed in varying phases
 - d) Shaded areas
 - e) Areas indicating ponding water
 - f) Uniflex Reserves the right to request additional adhesion testing

- E. If any unusual, unexpected or concealed conditions are discovered at any time prior to or during the work, the Contractor shall stop work immediately and notify the Owner, Owner's Representative and Manufacturer in writing as soon as possible.

3.2 PREPARATION

- A. After inspection and testing, the Contractor shall make all necessary repairs to the roofing system. Contractor shall not proceed with application of the coating system until all repairs have been made and any unsatisfactory conditions have been corrected, including any repairs which may be recommended by the Manufacturer or any design professional. Preparation of the roof substrate is the responsibility of the Contractor.
- B. Prior to power washing, Contractor shall repair all open seams in the roof system and flashings, and any other conditions affecting the water tightness of the roof. The roof system must be made sound and watertight. All repairs shall be made in accordance with NRCA guidelines and good roofing practice. Upon written request, Manufacturer can provide additional repair details.
- C. Any mechanical equipment and roof penetrations including stacks, vents and pipes must be securely installed, properly sealed and made completely watertight, and any abandoned pipes and vent stacks shall be removed and holes filled in and roofed with like decking, insulation and membrane, all in accordance with NRCA guidelines and good roofing practice. Upon written request, Manufacturer can provide additional repair details.
- D. All roof curbs and parapet walls shall be properly sealed and waterproofed in accordance with NRCA guidelines and good roofing practice. Upon written request, Manufacturer can provide additional repair details.
- E. Pitch Pans: Remove one (1) inch of old weathered material, fill and trowel to create a slight slope with Uniflex 58-360 Pitch Pan Roofing Sealant.
- F. Contractor shall secure and seal all loose metal in accordance with NRCA guidelines and good roofing practice. Upon written request, Manufacturer can provide additional repair details.
- G. All skylights must be sealed and made watertight in accordance with NRCA guidelines and good roofing practice. Upon written request, Manufacturer can provide additional repair details.
- H. Surface Cleaning:
 1. Contractor shall first remove any dirt or debris from the roof by using a broom or air broomer.
 2. After brooming and prior to power washing, Contractor shall re-inspect the roof surface and flashings for

any splits, open seams, tears, cuts and blisters in membrane and any other conditions affecting the water tightness of the roof. The membrane shall be repaired so water is not injected into the membrane during the cleaning process.

3. The roof shall be power washed using a power washer with greater than 2,000psi. The Contractor shall take caution not to inject water into the roofing substrate.
4. Any areas of algae, mildew or fungus on the roof membrane or the existing coating shall be treated with a tri-sodium phosphate (TSP) or equivalent non-filming detergent and water solution.
5. Clear water rinse until all cleaning residue is removed.
6. After cleaning and rinsing the roof, Contractor should ensure that no dirt, debris or contaminants are present that may interfere with proper adhesion of the coating system.
7. Contractor shall allow 24-48 hours for complete drying before application of the coating system.
8. All substrates must be dry and in accordance with Roof Coating Manufacturer's published literature prior to installation of roof coating. It is the responsibility of the building owner or their representative to ensure substrate is dry and in acceptable condition for the application of a roof coating.

I. Primer:

1. Treat rust areas with the appropriate Uniflex Rust Inhibitive Primer. Remove loose, flaking or powdery rust by wire brushing.
 - a) Use Uniflex® 34-520 Rust Inhibitive Primer (1 coat) for direct to metal conditions
 - b) Use Uniflex® 36-520 Acrylic Rust Inhibitive Primer (2 coats) over previously coated substrates and Kynar finishes.

J. Detailing/Flashing

1. All detailing and flashings shall be completed prior to installation of roof coatings and basecoats.
2. All detailing and flashings shall be installed per Roof Coating Manufacturer's published literature. If details are not available, installer should contact the manufacturer.
3. Existing assembly must be continuous and secure prior to application of roof coating.
4. Pretreatment of approved existing, intact, and secure metal roof seams.

a) Horizontal end laps:

1. Metal panel laps opening more than one-eighth (1/8) inch wide gap shall be fastened together in accordance with Metal Roofing manufacturer published literature at spacing and rate required to ensure an uninterrupted substrate, eliminating gaps.
2. Apply one layer of Uniflex 41-320 Gray Elastomeric at 16 wet mils over existing panel lap extending 2 inches on either side of the lap seam.

b) Vertical fastened seams:

1. Metal panel laps opening more than one-eighth (1/8) inch wide gap shall be fastened together in accordance with Metal Roofing manufacturer published literature at spacing and rate required to ensure an uninterrupted substrate, eliminating gaps.
2. Apply one layer of Uniflex 41-320 Gray Elastomeric at 16 wet mils over existing panel lap extending 2 inches on either side of the lap seam.

c) Crimped vertical standing seams:

1. Verify all crimps are undamaged and watertight. No detailing required.

d) Ridge cap seams:

1. Apply pressure to under lapping panel next to horizontal lap.
2. Metal panel laps opening more than one-eighth (1/8) inch wide gap shall be fastened together in accordance with Metal Roofing manufacturer published literature at spacing and rate required to ensure an uninterrupted substrate, eliminating gaps.
3. Apply one layer of Uniflex 41-320 Gray Elastomeric at 16 wet mils over existing panel lap extending 2 inches on either side of the lap seam.

e) Rake edge:

1. Flush Rake edge: Apply one layer of Uniflex 41-320 Gray Elastomeric at 16 wet mils over existing panel lap extending 2 inches on either side of the lap seam.
2. Raised rake edge: No additional detailing required.

- K. Pipe penetrations: Using a stiff bristled brush or sealant knife apply Uniflex OneFlash sealant at one-sixteenth (1/16) inch thick (60 wet mils) extending three (3) inches on horizontal and three (3) inches up vertical surface ensuring a smooth and continuous watertight finish.
- L. Roof curbs, steel supports, and parapets: Using a stiff bristled brush or sealant knife apply Uniflex OneFlash sealant at one- sixteenth (1/16) inch thick (60 wet mils) extending three (3) inches on horizontal and three (3) inches up vertical surface ensuring a smooth and continuous watertight finish.
- M. Metal edge: Using a stiff bristled brush or sealant knife apply Uniflex OneFlash Permanent Roofing Sealant at (60 wet mils) extending a minimum one (1) inch on each side of seam until fully coated ensuring a smooth and uninterrupted watertight finish.
- N. Parapet Walls and other termination points
 - a. Upon written request, Manufacture can provide additional repair details.
 - b. Inspect all sealants at counter flashings and replace as needed.
- O. Fasteners:
 - a. Inspect and tighten all fasteners for proper seal.
 - b. Replace loose or missing fasteners with oversize "Repair Type" fasteners.
- P. Repair, removal, and replacement of existing metal roofing:
 - a. Metal panel deterioration compromising structural integrity including damaged, weakened, or corroded panels, fascia, gutters, vents, ridge caps, and flashings must be replaced. Contact Metal Roofing Manufacturer for repair, removal, and replacement of compromised material.
 - b. Remove rust with wire brush, sandblast, or mechanically abrade until substrate is smooth and rust free.
 - c. Remove old and damaged mastic repairs at laps, seams and fasteners.
- Q. Expansion Joints and Control Joints:
 - a. Use curb flashing repair methods on the joint curbs only.
 - b. Do not coat expansion or control joints with curb flashing materials. If existing expansion joint materials are repairable use materials and methods recommended by the original manufacturer of the joint.
 - c. Replace the joint if deteriorated with a new expansion joint system, which will counter flash the UNIFLEX base flashing. Please contact manufacturer for full details and requirements for warranted jobs. Recommendations and requirements are subject to change.
- R. Allow 24 hours for all detail coatings and sealants to cure prior to application of full coating system.

3.3 WEATHER CONDITIONS & TEMPERATURE REQUIREMENTS

- A. Contractor shall proceed with roofing work only when the existing and forecasted weather conditions and surface temperatures will permit work to be performed in accordance with Manufacturer's recommendations and good roofing practice, including:
 - 1. Ambient air temperature must be 50°F and rising, but not above 120°F during the entire application and curing process.
 - 2. Surface temperatures must be between 50°F and 150°F during application. If surface temperatures exceed 150°F during application, wait for roof to cool.
 - 3. Never apply coating to a wet or damp surface. Roof surface must be free from any moisture with no precipitation in the forecast until coating is dry. Do not apply coating if weather does not permit 4-6 hours of dry time prior to precipitation. Low humidity, low temperatures, cloud cover and calm air will slow the dry time.
 - 4. Extra precaution is needed when applying material in windy conditions. Never spray material when excessive wind conditions exist. Contractor should monitor wind condition to prevent over-spray. If winds become excessive, spraying should stop.

3.4 COATING SYSTEM APPLICATION

A. General:

Surface preparation is critical prior to application of the coating system. Contractor shall ensure that all surfaces and substrates which are to be coated have been properly prepared and are clean, dry, structurally sound and free from any moisture, dirt, contaminants or any other conditions which may interfere with the application and performance of the coating system.

B. Protection and Start-Up Procedures:

1. Contractor shall only apply coating when the existing or forecasted weather conditions and surface temperatures will permit work to be performed as described in Section 1.8.
2. Owner shall be notified of start times so that fresh air intakes may be closed, sealed off or adequately protected and HVAC units shut down.
3. If Contractor is spray applying the coating system, Contractor shall post notices a minimum of 48 hours around building and parking lots prior to any spraying.
4. Contractor shall protect unrelated work and adjacent surfaces from overspray or spillage by using masking tape, plastic/paper sheets, stretch wrap, tarps or plywood, or some other material.
5. Contractor shall remove drain screens and seal the drainpipe to prevent plugging of drain during the coating operation and shall unplug drains and reinstall screens after spray operation has been completed.
6. Contractor shall follow all of Manufacturer's mixing instructions for the products prior to application.

C. Application Methods:

1. Roller- Minimum ¾" nap roller recommended. Uniflex roof brushes should be used when embedding fabric.
2. Spray. Airless spray equipment with a recommended minimum air pressure of 2,800 psi at the tip and a tip size of .031 - .035 (e.g. .635) is recommended for best results.
3. Contractor shall frequently verify correct mil thickness by the use of a standard wet mil gauge during application of the coating.
4. During application of the coating, Contractor will look for and correct any pinholes, blisters or conditions which may affect the performance of the roof coating.

D. Application of Roof Coating:

1. Apply Uniflex 41-320 Gray Elastomeric to entire roof surface at a rate of one (1) gallons per square [Sixteen (16) wet mils; Eight (8) mils DFT]. Allow 24 hrs. to cure.
2. Apply Uniflex 41-300 Premium White Elastomeric at the following rates based on warranty requirements (multiple coats may be required to achieve required DFT).
 - a. Ten (10) year UNIGUARD Warranty:
Apply one (1) layer of primary roof coating at one and a half (1.5) gallons per square [Twenty-four (24) wet mils; Twelve (12) mils DFT].
 - b. Fifteen (15) year UNIGUARD Warranty:
Apply one (1) layers of primary roof coating at two (2) gallons per square [Thirty-two (32) wet mils; Sixteen (16) mils DFT].

E. Traffic areas:

Cured coatings can be slippery. Limit pedestrian traffic to designated walkways.

3.5 FIELD QUALITY CONTROL

- A. Limit traffic on coated surfaces for a minimum of two (2) days.
- B. Final Observation and Verification:
 - 1. Contractor shall contact Uniflex for warranty issuance requirements and to schedule the final inspection.
 - 2. Prior to demobilization from the site, a final inspection of the roof coating system shall be carried out by the Owner's Representative, Contractor, and Uniflex Field Technical Representative. Inspection by Uniflex is required for issuance of the final project warranty. Any inspection by Uniflex is for Uniflex warranty purposes only and shall not constitute acceptance of or responsibility for any improper workmanship by Contractor.
 - 3. Any defects and non-compliance with the Specifications, Product Data Sheets or recommendations of Uniflex shall be itemized in a punch list. These items must be corrected by the Contractor to the satisfaction of the Owner and Uniflex prior to demobilization. Failure to satisfactorily complete punch list items will result in non-issuance of the project warranty.
 - 4. Any areas of insufficient coating thickness will require recoating by Contractor.
 - 5. The roof coating system must be fully adhered to the roof substrate. Any voids left under the system must be corrected.
 - 6. All work for Uniflex warranty must be completed using Uniflex materials. Material invoices must be submitted to Uniflex to verify products installed.
 - 7. To maintain warranty eligibility and coverage, Owner must follow all inspection and maintenance requirements described in the Uniflex Owner's Packet.

3.6 JOB SITE CLEAN UP

- A. Remove masking and protection.
- B. Notify Owner project is complete so HVAC vents can be opened and units restarted.
- C. Remove all roofing related trash and debris from jobsite and dispose of all such materials in accordance with all federal, state and local requirements for the proper handling and disposal of such materials.

Uniflex does not practice or provide any architecture or engineering services. If an Owner has a need for architectural or engineering services in relation to the project, the Owner should obtain the services of a competent and properly licensed architect or structural engineer. Neither Uniflex nor its employees offer any opinion or make any representation or warranty, and expressly disclaims any opinion, representation or warranty, on the strength or soundness of the structure, including the roof deck. Any inspections of the roofing system by Uniflex or its employees are for suitability of the substrate for roof coating application and for warranty issuance purposes only.

END OF SECTION