



Campbell County Board of Education
101 Orchard Lane, Alexandria, Kentucky 41001

REQUEST FOR PROPOSAL CENTRAL RECEIVING ROOFING REPLACEMENT

Proposal Deadline: September 10, 2020
2:00 PM. local time
Campbell County Board of Education
101 Orchard Lane
Alexandria, Kentucky 41001

Purchasing Contact: Tracey Jolly, Purchasing Agent
Phone: 859-635-2173
Fax: 859-448-2428
Email: Tracey.Jolly@Campbell.kyschools.us
*Reference proposal title in subject line of all emails

PROPOSAL DESCRIPTION:

The Board of Education of Campbell County, Kentucky (herein after called the Board of Education) will receive sealed proposals to replace the roof on the Central Receiving Building located at 100 Orchard Lane, Alexandria, KY 41001.

You are invited to submit a sealed proposal, subject to the specification, terms and conditions of this solicitation. Please read the instructions and specifications carefully. Failure to comply with these instructions and specifications will disqualify your proposal.

Copies of this solicitation and any issued Addenda may be obtained in the Campbell County District Office, at 101 Orchard Lane, Alexandria, Kentucky, during posted business hours, Monday through Friday, or on the Campbell County School District Finance Department website (www.campbellcountyschools.org), prior to the time and date specified for proposal deadline.

All proposals must be received by 2:00 p.m., local time, Thursday, September 10, 2020, and none will be considered thereafter. Proposals received after the 2:00 p.m. deadline will automatically prevent the reading of your proposal and will be returned unopened. **We do not accept fax or electronic proposals.** The Board of Education cannot assume the responsibility for any delay as a result of failure of the mails to deliver proposals on time.

All costs directly or indirectly related to preparation of a proposals responding to this RFP, any oral presentations required to supplement and/or clarify a proposal, and any reasonable appearance which may be required by the Board of Education in connection with this Request for Proposal, shall be the sole responsibility of the Proposer, and shall not be reimbursed in any manner by the Board of Education.

All materials submitted in response to this request become the property of the Board of Education. Selection or rejection of a proposal does not affect this right. All proposals submitted will be retained by the Board of Education and not returned to Proposers.

The work to be performed under this Request for Proposal (RFP) shall include the furnishing of all labor, tools, supplies, material, and supervision necessary for roof replacement.

These specifications include:

- | | |
|------------------------------|---|
| A. General requirements | M. Service Meeting |
| B. Scope of Work | N. Insurance |
| C. Additional requirements | O. Contact information |
| D. Description of work | P. Service Time |
| E. Materials and supplies | Q. Method of Award |
| F. Completed work | R. Non-Discrimination |
| G. Corrections to work | S. Proposal Form |
| H. Warranties/guarantees | T. Attachment A – Company information |
| I. Requirements for invoices | U. Attachment B – Contact information |
| J. Hourly Rates | V. Attachment C – Reference information |
| K. Mileage | W. Attachment D – Conflict of Interest |
| L. Experience | |

The Model Procurement Regulations adopted by the Board of Education shall be deemed incorporated by reference in these specifications as though fully quoted herein. In the event of any conflict between this request for proposal and the Model Procurement Regulations, the Regulations shall control.

The Board of Education reserves the right to determine the ability of any Contractor to perform the work, and any Contractor shall, upon request, furnish such information as may be necessary to determine ability, including a performance bond, if requested.

The Contractor is required to thoroughly examine the RFP requirements and the work contemplated, and it will be assumed that the Contractor has investigated the site and is satisfied as to the requirements. It is mutually agreed that submission of a request for proposal shall be considered prima facie evidence that the contractor has made such examination.

Before submitting the RFP, the Contractor shall examine the scope of work and visit the site of the work to become familiar with the working conditions and the exact nature and extent of the work taking into account any special or unusual features peculiar to this project. By submitting a proposal, the Contractor, if selected for award, shall be deemed to have accepted the terms of this RFP.

Please read through the entire set of specifications before filling in any information. If you have questions relating to the required information or you need clarification of this specification, please contact:

Director of Maintenance and Facilities: Sharon Alexander
(859) 635-2173

Sharon.Alexander@campbell.kyschools.us

A. GENERAL REQUIREMENTS

- a. All work shall comply in every respect with the Building Laws, District Regulations, Code Requirements (District, State or National) and the requirements of the Kentucky prevailing state safety regulations as they pertain to local governments.
- b. The contractor shall obtain and pay for all permits, licenses, etc., as may be necessary or required for the completion of the work. The Contractor and the District will work closely together to obtain District building permits.
- c. All work will be left in a clean safe and workable condition.
- d. Contractor shall ONLY repair what they are instructed to repair.
- e. If there are any questions regarding the work that is to be done, it will be the responsibility of the contractor to contact the designated District representative and request clarifications before proceeding.
- f. The Contractor must work as quickly and efficiently as is possible. All repairs are to be first class quality.
- g. The District reserves the right to terminate the contract with a 30-day written notice.
- h. By executing this contract, the contractor represents that he has familiarized himself with the local conditions under which the work is to be performed.
- i. In the event of accidental site damage, it will be the responsibility of the contractor to return the site to its original condition at no cost to the District.
- j. If work is needed due to an emergency, the contractor is instructed to do so at the direction the District's designated representative.
- k. It will be the responsibility of the workman to leave the area in a clean, "broom swept" state. Worker must remove all debris generated at the work site.

B. SCOPE OF WORK

The work to be performed under this specification shall include the furnishing of all labor, equipment, tools, supplies, materials, and supervision necessary for the roof replacement of the Central Receiving Building (100 Orchard Lane, Alexandria, KY 41001) owned by the Campbell County School District. All supplies and material shall be new. Any work necessary to be performed after regular working hours, such as work performed on Sundays or legal holidays shall be performed without additional expense to the district.

Whether the Contractor is a corporation, partnership, individual or other legal entity, the Contractor is an independent contractor. If the Contractor is an individual, the Contractor's duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the services which the Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the District. The Contractor is not to be deemed an employee or agent of the District and has no authority to make any binding commitments or obligations on behalf of the District except as expressly provided herein.

C. ADDITIONAL REQUIREMENTS

- a. Contractor will provide staff able to perform work at the highest standards of excellence. Key staff shall have current knowledge of best management practices. The District reserves the right to demand the replacement of Contractor's staff who do not meet the District's standards for safety, professionalism, or knowledge.
- b. Provide an emergency contact list identifying the names, positions held, and phone numbers of key maintenance personnel. Provide mobile numbers for the manager and site supervisor.
- c. Attend meetings and site inspections of the grounds as requested.
- d. Contractor shall maintain a log of activities performed and provide a written copy upon request.

D. DESCRIPTION OF WORK

See addendum Section 075323

IT WILL BE THE UTMOST IMPORTANCE THAT THE CONTRACTOR WORK AS QUICKLY AND EFFICIENTLY AS POSSIBLE. THE DISTRICT BUILDINGS/FACILITIES MUST REMAIN OPEN AND READY FOR USE BY THE PUBLIC.

E. MATERIALS/SUPPLIES

See addendum Section 075323

F. COMPLETED WORK

All grounds must be left in full operating order. It must be left in a safe condition where no harm can come to any person because of lack of ordinary care. The area's operation or condition must be evaluated after each job. It will be the responsibility of the Contractor to evaluate the work and report problems to the District.

If applicable, all materials and services must meet or exceed K.O.S.H.A. (Kentucky Occupational and Safety Health Act) standards and must comply with Hazard Communication Standard 1910.2000 of the Occupational Safety and Health Administration.

G. CORRECTIONS TO WORK

If the District, at its sole discretion, feels that the work performed by the Contractor is not adequate then the District will notify the Contractor. The Contractor will have 48-hours to respond and make the necessary corrections. If the Contractor fails to do this, then this will be grounds for immediate cancellation of this contract. The District may remedy the problem by hiring an outside Contractor to complete/correct the job. The original Contractor may be charged for these corrective services. If the Contractor fails to correct defective work or persistently fails to carry out the work in accordance with the contract documents, the District will cause this contract to be cancelled.

When District and Contractor have any dispute over or disagreement on the formation, performance, breach, termination or invalidity or any other provision of this Contract, both parties shall try to settle the dispute or disagreement through friendly negotiation. In case either party is unwilling to settle the dispute through negotiation or if both parties fail to reach any agreement within 30 days after negotiation begins, either party may submit such a dispute or disagreement to

and for settlement through litigation governed by Kentucky Law. During the period of settling the dispute or disagreement, both parties shall continue to abide by and perform this Contract.

In case of default by the Contractor, the Board of Education may procure the articles or services from other sources and may deduct from any unpaid balance due to the Contractor the amount of the excess cost so paid, and the price paid shall be considered the prevailing market price at the time such purchase is made.

H. WARRANTIES/GUARANTEES

See addendum Section 075323

I. INVOICES

No invoices will be paid without the proper information attached. It will be required that all invoices be prepared in the following manner:

- a. The District can only be invoiced after all the work has been completed.
- b. All pertinent information must be on the invoice:
 - i. Purchase order number
 - ii. Detailed description of work that was done
 - iii. Building/facility where work was performed
- c. It must be dated properly and accurately.
- d. If work is not completed to the satisfaction of the District, it will be held up for payment. When the problem is corrected then the invoice will be processed.
- e. All invoices must be sent to: Campbell County School District, ATTN: Finance, 101 Orchard Lane, Alexandria, KY 41001
- f. Invoices must be received by the district 14 days prior to each monthly regular scheduled Board of Education meeting (typically the third Monday of each month).

J. HOURLY RATES

Hourly rates for individual contractor employees and job completion shall be calculated in the base bid contract price.

K. MILEAGE

The District cannot be charged for any time, mileage fees or other costs while a Contractor is traveling to and from the site. The Contractor shall consider this cost in his rate when they submit a proposal.

L. EXPERIENCE

Under the terms of this contract the prospective Contractor must meet the following experience requirements:

- a. The contractor must currently be in the business of providing roofing installation services of this type.
- b. The Contractor must have a minimum of 5 years' experience working in roofing installation services. The Contractor shall provide the District with experience documentation.
- c. The Contractor shall provide the District with three professional references with contact information from existing/prior clients.

M. SERVICE MEETING

Under the terms of this contract it will be required that a representative from the Contractor meet with District officials after the contract has been signed and approved to discuss procedures for service, the terms of the contract and any other questions either party may have. This will be considered an introductory meeting.

N. INSURANCE

The Contractor shall furnish and keep in force for the life of this contract the following insurance coverage:

- a. All insurance must be maintained at the Contractor's expense.
- b. Workers' Compensation coverage and Kentucky unemployment insurance (per Kentucky law).
- c. Contractor's General Liability insurance must be maintained at the Contractor's expense in an amount of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate; including naming the Campbell County Board of Education as additional insured.
- d. Automobile Liability Coverage, including coverage for owned, hired or borrowed auto: \$1,000,000
- e. Umbrella or Excess Liability coverage following form of underlying General and Automobile Liability coverage: \$1,000,000 (Note: existence of umbrella coverage may serve to satisfy underlying limits for Automobile and General Liability.)
- f. All of the above-mentioned policies will include a provision that the District will receive 30 days advance notice of cancellation or reduction in the limits of liability or coverages.
- g. In addition, it is understood and agreed that the District will not be held responsible for damage to provider's equipment or vehicle regardless of cause.

All required insurance shall be certified by a duly authorized representative of the insurer(s). Properly executed certificates signifying adequate coverage in effect for the duration of the contract with renewal certificates issued no less than 30 days prior to expiration of a policy period, must be submitted with the proposal and on file with District prior to commencement of an Agreement.

To the extent allowed by Kentucky law, the Contractor agrees to be responsible for, and to protect, save harmless, and indemnify the District and its employees from and against all loss, damage, cost and expense (including attorney's fees) suffered or sustained by the District or for which the District may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Contractor under this Agreement.

O. CONTACT INFORMATION

Under no circumstances shall any service calls be received by the Contractor by any source other than those persons listed below. The Contractor shall make no plans to repair any item for the District without the explicit permission of the following:

- a. Director of Maintenance and Facilities
- b. Assistant Superintendent of Operation

P. SERVICE RESPONSE TIME

Services can be provided from dawn to dusk 7 days per week. An instructional school calendar is available online and upon request by the Contractor. The District will notify the Contractor of special events and coordinate times and dates for services. All calls for service shall be returned within one (1) business day. If the Contractor fails to respond in the required time, this may be grounds for cancellation of this contract. The Contractor must provide at least two contact telephone numbers.

Q. METHOD OF AWARD, BEST QUALIFIED PROPOSER

All proposers must have demonstrated a track record of success in the industry, provide professional references, and display sound business practices that show fiscal responsibility. Proposals will be evaluated based on the experience and competence of the Contractor and on the basis of the totals of the quantities listed in the proposal under the enumerated items, at the unit prices or lump sums for these items. The contract will be awarded to the best responsible and eligible proposer. However, the Board of Education may reject any or all proposals if it is in the public interest to do so. The term "best responsible and eligible proposal" shall mean the contractor whose proposal is the best of those possessing the skill, ability and integrity necessary for the faithful performance of the work. KRS 45A.494 and KRS 45A.490 shall apply to all contracts awarded.

The awarding of this proposal is dependent on approval of funding by the Board of Education. The Board of Education reserves the right to reject any and all proposals and to cancel the RFP at any time it deems to be in the best interest of the district.

Any contract resulting from this RFP is non-exclusive and shall be awarded with the understanding and agreement that it is for the sole convenience of the school district. The Board of Education is free to have multiple contracts for the awarded products and/or services and may initiate other procurement solicitations or procurement activity with other suppliers at any time, at Board of Education's sole discretion.

Evaluations will be made for each qualified Contractor. The Board of Education meetings are normally held on the third Monday of each month. Contractors are requested not to call for an evaluation of the RFP.

Any RFP received after the scheduled time of opening will be returned unopened to the Contractor.

No RFP documents can be corrected or altered or signed after being opened. The Board of Education shall not be responsible for errors or omissions on the part of the Contractors in making up their proposal. Any proposals received unsigned shall be rejected.

All regular proposals must be submitted in accordance with specifications on the proposal form supplied with this invitation. The submission of a proposal on the proposal form certifies that the product meets any and all specifications, except as noted on such form.

To be considered proposals must contain at a minimum of:

- a. Proposal Form
- b. Cover Sheet
- c. Attachment A – Company information
- d. Attachment B – Contact information
- e. Attachment C – Reference information
- f. Attachment D – Conflict of Interest

Proposals will be reviewed by:

- a. Superintendent
- b. Assistant Superintendent of Operations
- c. Director of Finance
- d. Director of Maintenance and Facilities

Proposals will be approved by the Campbell County Board of Education.

The Contractor must submit response to the RFP no later than 2:00 p.m., local time, Thursday, September 10, 2020. The RFP response must be sealed, labeled “Proposals for Roof Replacement Services”, and submitted to the following address: Campbell County School District Roof Replacement Services Proposal – Finance Department 101 Orchard Lane Alexandria, KY 41001

Faxed or emailed proposals will not be accepted by the District. Proposals received after the designated time will not be accepted. **The District is not responsible for courier or package delivery services.**

All “Proposal Forms” provided with this “Request for Proposal” must be submitted.

All prices and quotations must be in ink or typewritten. No pencil figures will be permitted. Mistakes are to be crossed out and corrections inserted adjacent thereto and initialed by the person signing the proposal. Corrections made with correction tape or fluid are to be initialed. All blanks and information requests are to be completed on the proposal form in order to qualify your proposal. Do not proposal any special groupings other than those listed herein.

PROHIBITION AGAINST CONFLICT OF INTEREST, GRATUITIES AND KICKBACKS

Any employee or any official of the Board of Education of Campbell County, Kentucky, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for or to, or from, any person, partnership, firm or corporation, offering, bidding for, or in open market seeking to make sales to the Board of Education of Campbell County, Kentucky shall be deemed guilty of a felony and upon conviction such person or persons shall be punished by a fine not to exceed five thousand dollars (\$5000.00) or by imprisonment in the penitentiary for not less than one (1) year nor more than ten (10) years, or both, so fined and imprisoned at the discretion of the jury.

Every person, firm, or corporation offering to make, or pay, or give, any rebate, percentage of contract, money or any other thing of value, as an inducement, or intended inducement, in the procurement of business, or the giving of business, to any employee or to any official of the Board of Education of Campbell County, Kentucky, elective or appointive, in his efforts to bid for, or offer for sale, or to seek in the open market, shall be deemed guilty of a felony and shall be punished by a fine not to exceed five thousand dollars (\$5000.00) or by imprisonment in the penitentiary for not less than one (1) year nor more than ten (10) years, or both so fined and imprisoned at the discretion of the jury.

NOTE: It is a misdemeanor not to have this prohibition on every solicitation or contract document. The penalty is a \$5000.00 fine or one-year imprisonment or both upon conviction.

R. NON-DISCRIMINATION

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor shall not discriminate against any employee, applicant, or subcontractor because of age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation. The Contractor shall take affirmative action to ensure that applicants are employed without regard to their age, color, creed, handicap condition, marital or parental status, national origin, or political opinion or affiliation. Such action shall include, although is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Seller agrees to post in conspicuous places notices setting forth the provisions of the Equal Opportunity clause.
- (2) The Contractor shall in all solicitations and/or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applications shall receive consideration for employment without regard to age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation.
- (3) The Contractor shall cause any subcontractor engaged to perform any services required by this contract to include this Equal Opportunity clause in all solicitations, advertisements and employment practices it shall perform.

PROPOSAL FORM for Roof Replacement Services

The Board of Education reserves the right to accept any proposals, to reject any or all proposals, to waive any irregularities or informalities in proposals received where such acceptance, rejection or waiver is in its best interest. The Board of Education also reserves the right to reject any proposal where evidence or information submitted by the Contractor does not provide satisfactory proof that the Contractor is qualified to carry out the details of the agreement.

Base bid for services to be performed under this specification shall include the furnishing of all labor, equipment, tools, supplies, materials, and supervision necessary for the roof replacement of the Central Receiving Building (100 Orchard Lane, Alexandria, KY 41001) owned by the Campbell County School District.

Having carefully reviewing the specifications and conditions of the RFP and reviewing the site location for the above referenced project, the undersigned bidder proposes to furnish all labor, materials, equipment, tools, supplies, and temporary devices required to complete the work in accordance with the RFP for the price stated herein.

BASE BID: For the construction required to complete the work, in accordance with the documents, I/We submit the following lump sum price of:

Use Figures

Use Words Dollars & _____
Use Words Cents

Name

Title

Signature of Authorized Representative

Company Name

Address: (Street, District, State, Zip Code)

Telephone

Fax

E-mail

Date

Please attach:

- | |
|--|
| <ol style="list-style-type: none">1) List of subcontractor names with their branch of work.2) Materials descriptions with supplier and manufacture names.3) Warranty information/ documentation. |
|--|

Anticipated Start Date: _____

Anticipated Completion Date: _____

**COVER
SHEET**

To: Campbell County Board of Education
101 Orchard Lane
Alexandria, Kentucky 41001

In signing this Proposal, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this Proposal has been independently arrived at without collusion with any other contractor, competitor or potential competitor; that this Proposal has not been knowingly disclosed prior to the opening to any other contractor or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this Proposal, hereby agrees with all the terms, conditions, and specifications required by in this Request for Proposal, Proposal Form and Attachment A through D, and declares that the attached Proposal and pricing are in conformity therewith.

Name		Title
Signature of Authorized Representative		Company
Address: (Street, District, State, Zip Code)		
Telephone	Fax	E-mail
Date		

(SEAL)

ATTEST:

Name:

Title:

ATTACHMENT A - COMPANY INFORMATION

1. List exact name of firm _____
2. How many years has your firm been in business under its present business and business organization structure? _____ years
3. If your firm has been in business under its current name less than three years, what was the previous name of the firm? _____
4. How many years has your firm been regularly and actively engaged in the roofing business, performing the type of work described in the RFP"? _____ years
5. How many people are employed by your firm?
_____ Full-time _____ Part-time _____ Seasonal
6. Describe the equipment used for roof replacement services either owned or leased by your firm and are available for use by your workforce on a full-time basis?
_____ Owned _____ Leased

ATTACHMENT B – CONTACT INFORMATION

For service calls Monday thru Friday, between 7:00 A.M. and 5:00 P.M., exclusive of holidays, the contact person will be:

Primary Contact: _____
Title: _____
Office Telephone #(s): _____
Cell Telephone #(s): _____

Secondary Contract: _____
Title: _____
Office Telephone #(s): _____
Cell Telephone #(s): _____

REQUIRED AFTER HOURS/SATURDAY/SUNDAY/HOLIDAY CALLS

For emergency calls Monday thru Friday, between 5:00 P.M. and 7:00 A.M. and Saturday, Sunday and legal Holidays, the contact person(s) will be:

Primary Contact: _____
Title: _____
Office Telephone #(s): _____
Cell Telephone #(s): _____

Secondary Contract: _____
Title: _____
Office Telephone #(s): _____
Cell Telephone #(s): _____

ATTACHMENT C – COMPANY REFERENCES

Indicate below at least three (3) references that will serve to illustrate the ability of your firm to act as the primary contractor for the contract and who conforms to the requirements for this specification.

Company Name: _____
Contact Person: _____
Telephone #: _____
Address: _____
District, State, Zip: _____
Type of Work Performed: _____

Company Name: _____
Contact Person: _____
Telephone #: _____
Address: _____
District, State, Zip: _____
Type of Work Performed: _____

Company Name: _____
Contact Person: _____
Telephone #: _____
Address: _____
District, State, Zip: _____
Type of Work Performed: _____

ATTACHMENT D – CONFLICT OF INTEREST DISCLOSURE

It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract or subcontract, and any solicitation or proposal therefore, in which to his knowledge:

- a. He, or any member of his immediate family, has a financial interest herein: or
- b. a business or organization which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner or employee, is a party; or
- c. any other person, business, or organization with whom he or any member of his immediate family is negotiating or had an arrangement concerning prospective employment is a party. Direct or indirect participation shall include, but not limited to, involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of a specification or purchase standard, rendering of advice, investigation, auditing or in any other advisory capacity.

It is a violation of Kentucky Law for any board member or employee with procurement authority, or a member of their immediate family, to have a pecuniary interest either directly or indirectly in any purchase of goods or services by the Board of Education or any school thereof. Violation of this provision subjects the board member or employee to forfeiture of their position and/or employment with the school system.

I, hereby, certify that no member of my immediate family is an employee with procurement authority or board member of the Campbell County Board of Education.

Signature

Date

**References: KRS 156.480
OAG 80-32
Model Procurement Code 45A.455**

**Campbell County Board of Education
101 Orchard Lane, Alexandria, Kentucky 41001**

“PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES AND KICKBACKS”

ANY EMPLOYEE OR ANY OFFICIAL OF THE BOARD OF EDUCATION OF CAMPBELL COUNTY, KENTUCKY, ELECTIVE OR APPOINTIVE, WHO SHALL TAKE, RECEIVE, OR OFFER TO TAKE OR RECEIVE, EITHER DIRECTLY OR INDIRECTLY, ANY REBATE, PERCENTAGE OF CONTRACT, MONEY, OR OTHER THINGS OF VALUE, AS AN INDUCEMENT OR INTENDED INDUCEMENT, IN THE PROCUREMENT OF BUSINESS, OR THE GIVING OF BUSINESS, FOR OR TO, OR FROM, ANY PERSON, PARTNERSHIP, FIRM OR CORPORATION, OFFERING, BIDDING FOR, OR IN OPEN MARKET SEEKING TO MAKE SALES TO THE BOARD OF EDUCATION OF CAMPBELL COUNTY, KENTUCKY, SHALL BE DEEMED GUILTY OF A FELONY AND UPON CONVICTION SUCH PERSON OR PERSONS SHALL BE PUNISHED BY A FINE NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5,000) OR BY IMPRISONMENT IN THE PENITENTIARY FOR NOT LESS THAN ONE (1) YEAR NO MORE THAN TEN (10) YEARS, OR BOTH SO FINED AND IMPRISONED IN THE DISCRETION OF THE JURY.

EVERY PERSON, FIRM, OR CORPORATION TO MAKE, OR PAY, OR GIVE, ANY REBATE, PERCENTAGE OF CONTRACT, MONEY OR ANY OTHER THING OF VALUE, AS AN INDUCEMENT OR INTENDED INDUCEMENT, IN THE PROCUREMENT OF BUSINESS, OR THE GIVING OF BUSINESS, TO ANY EMPLOYEE OR TO ANY OFFICIAL OF THE BOARD OF EDUCATION OF CAMPBELL COUNTY, KENTUCKY, ELECTIVE OR APPOINTIVE, IN HIS EFFORTS TO BID FOR, OR OFFER FOR SALE, OR TO SEEK IN THE OPEN MARKET, SHALL BE DEEMED GUILTY OF A FELONY AND SHALL BE PUNISHED BY A FINE NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5,000) OR BY IMPRISONMENT IN THE PENITENTIARY FOR NOT LESS THAN ONE (1) YEAR NOR MORE THAN TEN (10) YEARS, OR BOTH SO FINED AND IMPRISONED IN THE DISCRETION OF THE JURY.

NOTE: IT IS A MISDEMEANOR NOT TO HAVE THIS PROHIBITION ON EVERY SOLICITATION OR CONTRACT DOCUMENT. THE PENALTY IS A \$5,000 FINE OR ONE (1) YEAR IMPRISONMENT OR BOTH ON CONVICTION.

**I, hereby, certify that I have read and understand the above
“Prohibition against Conflicts of Interest, Gratuities and Kickbacks.”**

Signature

Date

SECTION 075323 - ETHYLENE-PROPYLENE-DIENE-MONOMER (EPDM) ROOFING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. The scope of work shall include the complete removal of the existing two-ply roofing including all insulations down to the existing metal deck. Existing wood blocking is to be inspected and any wood blocking that is damaged by rotting shall be replaced. New blocking may be necessary for new heights to be obtained. New polyisocyanurate insulation is to be mechanically attached and includes a full tapered system sloping to the front and to the back from center. A new adhered EPDM roof is also included with all flashings around the air conditioning as well as all new edge metals, gutters and downspouts. All shall be included in the new manufacturer's warranty. The four skylights shall be removed and replaced with metal decking over the openings. Decking shall be sized to span opening.
- B. Section Includes:
 - 1. Adhered ethylene-propylene-diene-terpolymer (EPDM) roofing system.
 - 2. Roof insulation.
 - 3. Edge metals.
 - 4. Gutters and downspouts.
 - 5. Wood blocking and nailers.
 - 6. Underlayment materials.

1.3 DEFINITIONS

- A. Roofing Terminology: Definitions in ASTM D1079 and glossary of NRCA's "The NRCA Roofing Manual: Membrane Roof Systems" apply to work of this Section.

1.4 CLOSEOUT SUBMITTALS

- A. Maintenance Data: Provide maintenance data to Owner.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A qualified manufacturer that is UL listed or listed in SPRI's Directory of Roof Assemblies for roofing system identical to that used for this Project.
- B. Installer Qualifications: A qualified firm that is approved, authorized, or licensed by roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's special warranty. Roofing contractor's primary place of business shall be within such a distance that roof leak situations can be responded to timely to avoid property damage.

Campbell County Central Receiving
Roofing Replacement

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, approval or listing agency markings, and directions for storing and mixing with other components.
- B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
 - 1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.
- C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
- D. Handle and store roofing materials, and place equipment in a manner to avoid permanent deflection of deck.

1.7 FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.

1.8 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within specified warranty period.
 - 1. Special warranty includes roof membrane, base flashings, roof insulation, fasteners, and other components of roofing system.
 - 2. Warranty Period: 15 year total and 20 year membrane from Date of Substantial Completion. Wind uplift warranty including up to 90 miles per hour.
 - 3. Any legal action during execution of the warranty period between the Owner and the roofing system manufacturer shall be settled in the County and State of the Owner's choosing. Any language in the Manufacturer's warranty that limits the Owner's right in this regard is unacceptable.
 - 4. Warranties that require the Owner to sign the Warranty and return to the Manufacturer are not acceptable.
- B. Special Project Warranty: Submit roofing Installer's warranty, on warranty form at end of this Section, signed by Installer, covering the Work of this Section, including all components of roofing system such as roof membrane, base flashing, roof insulation and fasteners and, for the following warranty period:
 - 1. Warranty Period: Two years from Date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. General Performance: Installed roofing system and base flashings shall withstand specified uplift pressures, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Roofing and flashings shall remain watertight.
- B. Material Compatibility: Roofing materials shall be compatible with one another and adjacent materials under conditions of service and application required, as demonstrated by roof membrane manufacturer based on testing and field experience.
- C. SPRI's Directory of Roof Assemblies Listing: Roof membrane, base flashings, and component materials shall comply with requirements in FM Approvals 4450 or FM Approvals 4470 as part of a roofing system, and shall be listed in SPRI's Directory of Roof Assemblies for roof assembly identical for that specified for this Project.
- D. Exterior Fire-Test Exposure: ASTM E108 or UL 790, Class C; for application and roof slopes indicated; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

2.2 ETHYLENE-PROPYLENE-DIENE-TERPOLYMER (EPDM) ROOFING

- A. EPDM Sheet: ASTM D4637/D4637M, Type I, nonreinforced, EPDM sheet.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Carlisle Syntec Corporation
 - b. Firestone Building Products
 - c. Johns Manville
 - d. Versico Incorporated
 - 2. Thickness: 60 mils (1.5 mm), nominal.
 - 3. Exposed Face Color: Black.
 - 4. Source Limitations: Obtain components for roofing system from roof membrane manufacturer or manufacturers approved by roof membrane manufacturer.

2.3 AUXILIARY ROOFING MATERIALS

- A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with other roofing components.
 - 1. Adhesive and Sealants: Comply with VOC limits of authorities having jurisdiction.
- B. Sheet Flashing: 60-mil- (1.5-mm-) thick EPDM, partially cured or cured, according to application.

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- C. Prefabricated Pipe Flashings: As recommended by roof membrane manufacturer.
- D. Bonding Adhesive: Manufacturer's standard, low VOC.
- E. Seaming Material: Manufacturer's standard, synthetic-rubber polymer primer and 3-inch- (75-mm-) wide minimum, butyl splice tape with release film.
- F. Lap Sealant: Manufacturer's standard, single-component sealant, colored to match membrane roofing.
- G. Water Cutoff Mastic: Manufacturer's standard butyl mastic sealant.
- H. Metal Termination Bars: Manufacturer's standard, predrilled stainless steel or aluminum bars, approximately 1 by 1/8 inch (25 by 3 mm) thick; with anchors.
- I. Metal Battens: Manufacturer's standard, aluminum-zinc-alloy-coated or zinc-coated steel sheet, approximately 1 inch wide by 0.05 inch thick (25 mm wide by 1.3 mm thick), prepunched.
- J. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening components to substrate, and acceptable to roofing system manufacturer.
- K. Miscellaneous Accessories: Provide pourable sealers, preformed cone and vent sheet flashings, molded pipe boot flashings, preformed inside and outside corner sheet flashings, reinforced EPDM securement strips, T-joint covers, in-seam sealants, termination reglets, cover strips, and other accessories.

2.4 ROOF INSULATION

- A. General: Preformed roof insulation boards manufactured or approved by EPDM roof membrane manufacturer, approved for use in SPRI's Directory of Roof Assemblies listed roof assemblies.
- B. Polyisocyanurate Board Insulation: ASTM C1289, Type II, Class 1, Grade 2, felt or glass-fiber mat facer on both major surfaces. Both base and tapered (4-1/2" minimum thickness total) mechanically attached.
- C. Tapered Insulation: Provide factory-tapered insulation boards, fall to front and rear.
 - 1. Material: Match roof insulation.
 - 2. Minimum Thickness: 1/4 inch (6.35 mm).
 - 3. Slope:
 - a. Roof Field: 1/4 inch per foot (1:48) unless otherwise indicated.
 - b. Saddles and Crickets: 1/2 inch per foot (1:24) unless otherwise indicated.

2.5 INSULATION ACCESSORIES

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

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- C. Protection Mat: Woven or nonwoven polypropylene, polyolefin, or polyester fabric; water permeable and resistant to UV degradation; type and weight as recommended by roofing system manufacturer for application.

2.6 EDGE MATERIALS

- A. Provide Metallic-Coated steel sheet (galvanized) products according to ASTM A 653/A 653M, G 90 (Z275) coating designation, prepainted by coil-coating process to comply with ASTM A 755/A 755 M.
 - 1. Surface: Smooth, flat.
 - 2. Expanded Coil-Coated Finish:
 - a) Two-coat Fluoropolymer: AAMA 621, Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resign manufacturer's written instructions.
 - 3. Color: As selected by Owner from Manufacturer's full range.
 - 4. Concealed Finish: Pretreat with Manufacturer's standard white or light-colored acrylic or polyester backer finish, consisting of prime coat and wash coat with minimum total dry film thickness of 0.5 mil (0.013mm).
- B. Manufactured Sheet Metal Flashing and Trim:
 - 1. Root Edge Fascia: Manufactured, two-piece roof edge fascia consisting of snap-on metal fascia cover. Provide a continuous metal receiver with integral drip-edge cleat to engage fascia cover and secure roof membrane. Fabricate in minimum 96-inch (2400 mm) long, but not exceeding 12-foot (3.6m) long sections. Furnish with 6-inch (150mm) wide, joint cover plates.
 - a. Basis of Design: Econosnap Fascia System by OMG Roofing Products. Subject to compliance with requirements provided Basis of Design or equal product by one of the following:
 - 1) Architectural Products Company
 - 2) Carlisle
 - 3) Manufacturer of Roof
 - b. Manufacture from 24-gauge prefinished, galvanized steel.
 - 2. Counterflashing: Manufacture from galvanized steel, 0.022 inch thick.
 - 3. Miscellaneous BaseFlashing: Manufacture from galvanized steel, 0.028 inch thick.

2.7 GUTTERS AND DOWNSPOUTS

- A. Hanging Gutters: Provide gutters complete with end pieces, outlet tubes, and other accessories as required. Provide in minimum 96 inch (2400 mm) long sections. Furnish gutter brackets and spaces fabricated from the same material as the gutters, of size recommended by cited sheet metal standard. Provide expansion joints, expansion joint covers, and gutter accessories from same metal as gutters (front and rear).

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1. Provide 24-gauge prefinished galvanized steel.
 2. Provide wire ball downspout strainer.
- B. Downspouts: Provide downspouts with elbows. Furnish with metal hangers fabricated from same metal as downspouts (4").
1. Hanger style: As recommended by SMACNA.
 2. Fabricated from 22-gauge prefinished galvanized steel.
- C. Metal and Finish: See Section 2.6 of this specification. Match finish of edge metals.

2.8 WOOD BLOCKING AND NAILERS

- A. Provide wood-preserved-treated lumber, dressed, S4S, with maximum moisture content of 19 percent. Build up existing as required.
1. Preservative treatment by Pressure Process: AWPA U1; Use Category UC3b.
 - a) Preservative Chemicals Acceptable to authorities having jurisdiction and containing no arsenic or chromium.
 2. Kiln-dry lumber after treatment. Do not use material that is warped, or that does not comply with requirements.
 3. Application: Treat all lumber.
 4. Species: Southern Pine; SPIB.
 5. Provide Construction or No. 2 Grade lumber.
- B. Fasteners: For pressure preservative treated lumber, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M or of type 304 stainless steel.
1. Provide fasteners of size and type necessary to comply with requirements.
 - a) Nails, brads, and staples: ASTM F 1667
 - b) Power-Driver Fasteners: NES NER – 272.
 - c) Wood Screws: ASME B18.6.1
 - d) Lag Bolts: ASME B18.2.1 (ASME B18.2.3.8M)
 - e) Bolts: Steel bolts complying with ASTM A 307, Grade A (ASTM F 568 M, Property Class 4.6); with ASTM A 563 (ASTM A563M) hex nuts and, where indicated, flat washers.

2.9 UNDERLAYMENT

- A. Self-Adhering, High Temperature Sheet Underlayment: Minimum 30 mils (0.76mm) thick, consisting of a slip-resistant polyethylene or polypropylene film top surface laminated to a layer of butyl or SBS modified asphalt adhesive, with release paper backing; specifically designed to withstand high metal temperatures beneath metal. Provide primer in accordance with underlayment manufacturer's written instructions.

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1. Subject to compliance with requirements, provide one of the following:
 - a) Carlisle Coatings and Waterproofing Inc.; CC WIP 300 HT.
 - b) Grace Construction Products, a unit of W.R. Grace & Co., Ultra.
 - c) Owens Corning; WeatherLock metal High Temperature Underlayment.
2. Source Limitations: Obtain underlayment from single source from single manufacturer.
3. Low-Temperature Flexibility: ASTM D1970/D1970M; passes after testing at minus 20 degree F (29 degree C) or lower.
4. Provide between rot treated blocking and sheet metal flashing and trim to prevent contact.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements and other conditions affecting performance of the Work.
 1. Verify that roof openings and penetrations are in place.
 2. Verify that wood blocking and nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thicknesses of insulation.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing system installation according to roofing system manufacturer's written instructions. Remove sharp projections.
- B. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.
- C. Install underlayment according to Manufacturer's written instructions.
 1. Use where galvanized metal meets rot treated wood blocking. Install between in order to prevent contact.

3.3 INSTALLATION OF ROOFING, GENERAL

- A. The existing old two-layer roofing shall be removed down to the steel deck. All existing insulations and edge metals need to be removed. Existing wood blocking that is not rotting can remain; however, additional wood blocking might be required for new elevations. Existing gutters and downspouts shall be removed. Old double domed plastic sidelights shall also be removed and infilled with new metal decking.

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- B. Install roofing system according to roofing system manufacturer's written instructions, and SPRI's Directory of Roof Assemblies assembly requirements.
- C. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system at end of workday or when rain is forecast. Remove and discard temporary seals before beginning work on adjoining roofing.

3.4 INSTALLATION OF INSULATION

- A. Coordinate installing roofing system components so insulation is not exposed to precipitation or left exposed at end of workday.
- B. Comply with roofing system and insulation manufacturer's written instructions for installing roof insulation.
- C. Installation Over Metal Decking:
 - 1. Install base layer of insulation with joints staggered not less than 24 inches (610 mm) in adjacent rows, end joints staggered not less than 12 inches (305 mm) in adjacent rows and with long joints continuous at right angle to flutes of decking.
 - a) Locate end joints over crests of decking.
 - b) Trim insulation neatly to fit around penetrations and projections, and to fit tight to intersecting sloping roof decks.
 - c) Make joints between adjacent insulation boards not more than 1/4 inch (6 mm) in width.
 - d) Fill gaps exceeding 1/4 inch (6 mm) with insulation.
 - e) Cut and fit insulation within 1/4 inch (6 mm) of nailers, projections, and penetrations.
 - f) Mechanically attach base layer of insulation using mechanical fasteners specifically designed and sized for fastening specified board-type roof insulation to metal decks.
 - 1) Fasten insulation according to requirements in SPRI's Directory of Roof Assemblies.
 - 2) Fasten insulation to resist specified uplift pressure at corners, perimeter, and field of roof.
 - 2. Install upper layers of insulation and tapered insulation with joints of each layer offset not less than 12 inches (305 mm) from previous layer of insulation.
 - a) Staggered end joints within each layer not less than 24 inches (610 mm) in adjacent rows.
 - b) Install with long joints continuous and with end joints staggered not less than 12 inches (305 mm) in adjacent rows.
 - c) Trim insulation neatly to fit around penetrations and projections, and to fit tight to intersecting sloping roof decks.
 - d) Make joints between adjacent insulation boards not more than 1/4 inch (6 mm) in width.

- e) Trim insulation so that water flow is unrestricted.
- f) Fill gaps exceeding 1/4 inch (6 mm) with insulation.
- g) Cut and fit insulation within 1/4 inch (6 mm) of nailers, projections, and penetrations.

3.5 INSTALLATION OF ADHERED ROOF MEMBRANE

- A. Adhere roof membrane over area to receive roofing according to roofing system manufacturer's written instructions.
- B. Unroll membrane roof membrane and allow to relax before installing.
- C. Start installation of roofing in presence of roofing system manufacturer's technical personnel.
- D. Accurately align roof membrane, and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.
- E. Bonding Adhesive: Apply to substrate and underside of roof membrane at rate required by manufacturer, and allow to partially dry before installing roof membrane. Do not apply to splice area of roof membrane.
- F. In addition to adhering, mechanically fasten roof membrane securely at terminations, penetrations, and perimeters.
- G. Apply roof membrane with side laps shingled with slope of roof deck where possible.
- H. Adhesive Seam Installation: Clean both faces of splice areas, apply splicing cement.
 - 1. Firmly roll side and end laps of overlapping roof membrane to ensure a watertight seam installation.
 - 2. Apply lap sealant and seal exposed edges of roofing terminations.
 - 3. Apply a continuous bead of in-seam sealant before closing splice if required by roofing system manufacturer.
- I. Tape Seam Installation: Clean and prime both faces of splice areas, apply splice tape.
 - 1. Firmly roll side and end laps of overlapping roof membrane to ensure a watertight seam installation.
 - 2. Apply lap sealant and seal exposed edges of roofing terminations.
- J. Factory-Applied Seam Tape Installation: Clean and prime surface to receive tape.
 - 1. Firmly roll side and end laps of overlapping roof membrane to ensure a watertight seam installation.
 - 2. Apply lap sealant and seal exposed edges of roofing terminations.
- K. Repair tears, voids, and lapped seams in roof membrane that do not comply with requirements.
- L. Spread sealant or mastic bed over deck-drain flange at roof drains, and securely seal roof membrane in place with clamping ring.

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- M. Adhere protection sheet over roof membrane at locations indicated.
- N. Installations of Edge Metals: Install per Manufacturer's written instructions.

3.6 INSTALLATION OF BASE FLASHING

- A. Install sheet flashings and preformed flashing accessories, and adhere to substrates according to roofing system manufacturer's written instructions.
- B. Apply bonding adhesive to substrate and underside of sheet flashing at required rate, and allow to partially dry. Do not apply to seam area of flashing.
- C. Flash penetrations and field-formed inside and outside corners with cured or uncured sheet flashing.
- D. Clean splice areas, apply splicing cement, and firmly roll side and end laps of overlapping sheets to ensure a watertight seam installation. Apply lap sealant and seal exposed edges of sheet flashing terminations.
- E. Terminate and seal top of sheet flashings and mechanically anchor to substrate through termination bars.

3.7 FIELD QUALITY CONTROL

- A. Testing Agency: Owner may engage a qualified testing agency to inspect substrate conditions, surface preparation, roof membrane application, sheet flashings, protection, and drainage components, and to furnish reports to Architect.
- B. Inspections:
 - 1. Periodic Roof Inspections: Contractor shall arrange for weekly site visits by the roofing Manufacturer's representative during installation of the roof. Written responses with photographs shall be submitted to the Owner.
- C. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion, in presence of Architect, and to prepare inspection report.
- D. Repair or remove and replace components of roofing system where inspections indicate that they do not comply with specified requirements.
- E. Additional testing and inspecting, at Contractor's expense, will be performed to determine if replaced or additional work complies with specified requirements.

3.8 PROTECTING AND CLEANING

- A. Protect roofing system from damage and wear during remainder of construction period. When remaining construction does not affect or endanger roofing system, inspect roofing system for deterioration and damage, describing its nature and extent in a written report, with copies to Architect and Owner.

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- B. Correct deficiencies in or remove roofing system that does not comply with requirements, repair substrates, and repair or reinstall roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION 075323