



# Bullitt County Public Schools

1040 Highway 44 East  
Shepherdsville, Kentucky 40165

Phone: 502-869-8000  
Fax: 502-543-3608  
[www.bullittschools.org](http://www.bullittschools.org)

MEMO

To: Jesse Bacon

From: Ed Oyler *EO*

Date: 07/19/2021

Subject: Revised BG1 Documents for HMS and BCHS

As previously approved, Hebron Middle School and Bullitt Central High School roof replacement projects being are scheduled to begin. Inadvertently, for the KDE Facilities Branch process, the funding source will be ESSER funds for both schools and not Capital Outlay.

The uploaded BG1 documents stated that the funding source would be Capital Outlay; however, ESSER funds will be utilized. A revised BG1 for each school has been generated. Likewise, the contracts with Insulated Roofing has been include and require signatures.

I request the Board of Education approve roof replacement revised BG1 documents for both Hebron Middle School and Bullitt Central High School.

I recommend the Board approve the above stated request.

Equal Education and Employment Institution

# BG1 Project Application Form (Initial)

## (Ref# 18615)

Form Status: Incomplete

Project: BCHS Roof Replacement

BG Number: 21-321

Status: New

District: Bullitt County (071)

Phase: Project Initiation

Construction Delivery Method

Procurement Standard

Emergency

General Contractor

Model Procurement

No

## Project Type and Description

### Applicable Items

|                                     |         |
|-------------------------------------|---------|
| New Building                        | No      |
| Addition                            | No      |
| Major Renovation                    | No      |
| GESC                                | No      |
| Roofing                             | Yes     |
| Repair and / or Replace             | Replace |
| HVAC                                | No      |
| ADA Compliance                      | No      |
| Life Safety                         | No      |
| Security                            | No      |
| Water Bottle Filling Stations       | No      |
| Minor Project                       | No      |
| New Relocatable Classroom           | No      |
| Equipment / Furnishings Procurement | No      |
| Site Acquisitions                   | No      |

### District Facility Plan (DFP)

Compliance with 702 KAR 4:180 and 702 KAR 4:160

DFP Approval Date 6/1/2019

DFP Priority

**2c.15** - Bullitt Central High School (1969, 1978, 1994, 1999, 2004)

Estimated Cost: \$4,124,657.00

Facility: No Data

Project Not Listed on DFP No

### Inventory

Facility Name

**BULLITT CENTRAL HIGH SCHOOL (B10000186)****Scope**

Provide a Complete Narrative of the Proposed Project

The roof on Bullitt Central High School has far exceeded it's life expectancy. A total roof replacement is necessary to protect the building's infrastructure and maintenance requirements for this facility. The scope of work for the roof replacement is as follows: Installation of a new Polyurethane / Silicon Roof System on approximately 142,500 square feet at Bullitt Central High School, located at: 1040 Hwy 44 East, Shepherdsville KY 40165

Work Related to Project But Excluded from this BG1 Scope

**Financial Plan****Probable Costs**

Proposed Plan to Finance Application

|                                  |                |
|----------------------------------|----------------|
| Total Construction Cost          | \$1,368,681.30 |
| Construction Contingency         | \$68,434.07    |
| Architect / Engineer Fee         | \$0.00         |
| Construction Manager Fee         |                |
| Fiscal Agent Fee                 |                |
| Bond Discount                    |                |
| Equipment / Furnishings          |                |
| Equipment / Computers            |                |
| Technology Network System (KETS) |                |
| Site Acquisition                 |                |
| Site Survey                      |                |
| Geotechnical Investigations      |                |
| Special Inspections              |                |
| Commissioning                    |                |
| Advertising                      |                |
| Printing                         |                |

**Other Probable Costs**

| Title              | Amount         |
|--------------------|----------------|
| No Data            |                |
| No Data            |                |
| No Data            |                |
| Total Project Cost | \$1,437,115.37 |

**Funds Available**

Bond Sale - SFCC

Bond Requirement - SFCC  
Local FSPK Bond Sale  
Local General Fund Bond Sale  
Cash - SFCC Requirement  
Cash - Building Fund  
Cash - Capital Outlay \$0.00  
Cash - Investment Earnings  
Cash - General Fund  
City - County - KYTC Reimbursement  
KETS  
Federal Funds  
External Partner Agreement

### Residual Funds

| BG Number             | Fund Source | Amount  |
|-----------------------|-------------|---------|
| No Data               | No Data     | No Data |
| Residual Funds Total: |             | \$0.00  |

### Other Available Funds

| Title                 | Amount         |
|-----------------------|----------------|
| ARP ESSER Funds       | \$1,437,115.37 |
| No Data               |                |
| No Data               |                |
| Total Funds Available | \$1,437,115.37 |
| Attachments           | BCHS BG1.pdf   |

### BG1 Signature Page (Online Form Ref# 18615)

The signing of this financial document certifies the above stated funds are available and designated for this project during this fiscal year.

Superintendent

Date

Finance Officer

Date



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Chairman

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Date

NOTE: Any district anticipating the financing of this and/or other projects in a combined school revenue Bond should discuss the financing with the Director/Branch Manager, KDE - District Financial



**KEDC Unit Price Contract**  
**Bullitt County – Bullitt Central High School Reroof**

TO: Mr. Ed Oyler TELEPHONE: (502) 639-3454 EMAIL: ed.oyler@bullitt.kyschools.us  
Bullitt Co. Public Schools, 1040 Hwy 44 East, Louisville, KY 40204

We herewith submit the following proposal for the price stated, subject to the provisions listed on the reverse side:  
**Installation of the new Polyurethane / Silicone Roof System on approx. 142,500 sq. ft. at Bullitt Central High School, located at 1330 KY-44, Sheperdsville, KY 40165. See attached roof map.**

| <u>Line Item</u> | <u>Item Description</u>                                    | <u>Measuring Unit</u> | <u>Number Units</u> | <u>Unit Costs</u> | <u>Total Cost</u>     |
|------------------|--|-----------------------|---------------------|-------------------|-----------------------|
| 4                | 1.5" - Polyurethane Insulated Roof System                  | Square Foot           | 142,500             | \$4.75            | \$676,875.00          |
| 43               | Remove Non-ACM BUR Roof System                             | Square Foot           | 114,000             | \$1.50            | \$171,000.00          |
| 47               | Installation of Mechanically Attached 1/2" Wood Fiberboard | Square Foot           | 142,500             | \$0.85            | \$121,125.00          |
| 52               | Install 24 GA. 6" Steel Box Gutter and Downspouts          | Linear Foot           | 950                 | \$23.77           | \$22,581.50           |
| 63               | Install 24 GA. Galvanized Foam Stop                        | Linear Foot           | 3,200               | \$11.23           | \$35,936.00           |
| 72               | Use of Windscreen to Prevent Overspray                     | Per Project           | 1                   | \$500.00          | \$500.00              |
| 73               | Building Masking to Prevent Overspray                      | Per Project           | 1                   | \$1,500.00        | \$1,500.00            |
| 74               | Staging Area Protection and Return to Original Condition   | Per Project           | 1                   | \$1,500.00        | \$1,500.00            |
| 90               | Adder for Mech. Attaching Board Stock to Tectum Deck       | Per Board             | 4,500               | \$48.25           | \$217,125.00          |
| 105              | 40 Yard Dumpster   | Each                  | 46                  | \$500.00          | \$23,000.00           |
| 108              | Performance and Payment Bond                               | Per Dollar            | \$1,355,130.30      | \$0.01            | \$13,551.30           |
| 109              | Base 20 Year Warranty Fee                                  | Each                  | 1                   | \$5,850.00        | \$5,850.00            |
| 110              | Warranty Fee Adder for Projects > 17,000 Square Feet       | Square Foot           | 125,500             | \$0.22            | \$27,610.00           |
| 113              | Laborer (Remove Existing Perimeter Sheet Metal)            | Man-Hour              | 250                 | \$75.00           | \$18,750.00           |
| 115              | Install 2" Bellow Style Expansion Joint Cover              | Linear Foot           | 1,115               | \$28.50           | \$31,777.50           |
|                  |  |                       |                     | <b>Total</b>      | <b>\$1,368,681.30</b> |

**NOTE:** Any required modifications to the existing rooftop mechanical, electrical, and plumbing systems by owner. IRC is not responsible for any structural defects in the building structure or building envelope. Owner to supply access to 220V (3) phase 80A electrical service for foam equipment. Any additional damaged materials uncovered during the infrared scan or during construction will be torn out and replaced per unit costs.

May 13<sup>th</sup>, 2021

Luke Clifford, Project Manager  
(502) 536-0052 Mobile

**ACCEPTANCE OF CONTRACT**

The foregoing terms, specifications and conditions are satisfactory and same are hereby accepted. This agreement shall be the contract between the parties hereto and you are hereby authorized to perform the work as herein specified.

Date \_\_\_\_\_ 20 \_\_\_\_\_

This Proposal Void 30 Days From Date, Unless Signed and Returned to Contractor.

Signed: \_\_\_\_\_  
Title: Superintendent

**CORPORATE HEADQUARTERS**

326 MT. TABOR RD. • NEW ALBANY, IN • 47150 • P: 812-206-7700 • F: 812-206-7701 • [www.IRCroof.com](http://www.IRCroof.com)



## GENERAL PROVISIONS

1. **ASBESTOS AND TOXIC MATERIALS**  
This proposal is based on the Contractor not coming into contact with asbestos-containing or toxic materials ("ACM"). Contractor is not responsible for expenses, claims, or damages arising out of the presence, disturbance, or removal of ACM. Contractor shall be compensated for additional expenses resulting from the presence of ACM. Owner agrees to indemnify Contractor from and against any liability, damages, losses, claims, demands, or citations arising out of the presence of ACM.
2. **ADDITIONAL INSURED**  
If Owner requires and Contractor agrees to name Owner or others as additional insureds on Contractor's Liability Insurance Policy, Owner and Contractor agree that the naming of the Owner or others as additional insureds is intended to apply to claims made against the additional insured to the extent the claim is due to the negligence of the Contractor and is not intended to make the Contractor's insurer liable for claims that are due to the fault of the additional insured.
3. **FUMES AND EMISSIONS**  
Owner acknowledges that odors and emissions from roofing products will be released as part of the roofing operations to be performed by the Contractor. Owner shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors, and other openings to prevent fumes and odors from entering the building. Owner is aware that roofing products emit fumes, vapors, and odors during the application process. Some people are more sensitive to these emissions than others. Owner shall hold the Contractor harmless from claims from third parties relating to the fumes and odors that are emitted during the normal roofing process.
4. **ROOF PROJECTIONS**  
Contractor will flash roof projections that are in place prior to installation of roofing or shown on the architectural plans provided to the Contractor. Penetrations not shown on the plans provided to Contractor prior to the submittal of this proposal or required after installation of roofing shall be considered an order for extra work, and Contractor shall be compensated at its customary time and material rates for additional expense resulting from the additional penetrations.
5. **DECK CONDITIONS**  
Owner warrants that the structure on which Contractor's personnel are to work are in sound condition and capable of withstanding roofing construction, equipment, and operations. Commencement of the roof installation indicates only that the Contractor has visually inspected the surface of the roof deck for visible defects. Owner agrees to give full access to the interior of the building for inspection of the roof deck before roofing work begins or at any time the Contractor deems it necessary to visually inspect the existing roof deck from inside.
6. **WARRANTY, LIMITATION OF LIABILITY AND INDEMNIFICATION**
  - A. **WARRANTY**  
Contractor, in lieu of any and all other warranties, warrants that the materials have been applied according to manufacturer's specifications where applicable and in compliance with the contract, and that it will, in the absence of other provisions to the contrary, repair defective work not caused by Offeree's acts, for one year from the date when Contractor sends notice of completion to Offeree.
  - B. **LIMITATION OF LIABILITY**
    1. If applicable, the specifications having called for the removal of the roof presently in existence, and contractor having advised that the application of the new roofing system requires a dry base, and it being acknowledged by the parties that removal may disclose trapped dampness or water, and further acknowledged that rainfall may occur during the time between removal of the old roof and application of the new roof, and contractor, having given its assurance that it will undertake all reasonable efforts to minimize the possibility of damage, the parties therefore agree that Offeree, hereby expressly absolves, exonerates, releases and discharges contractor from any and all loss, cost or damage, in any form to the building, its appurtenances, structures, fixtures, contents and occupants, arising from the exposure of the roof during contractor's work, and agrees to defend and, if necessary, pay all damages, costs and expenses, including attorney's fees, arising out of any claim or suit arising herefrom.
    2. **Work Area Conditions** - Contractor assumes no responsibility for loss, damage, or injury to property, including vessel internals, light gauge metal equipment, automobiles or mechanical equipment which may be caused by ordinary sandblasting solvent, insulation or coating operations, and Offeree assumes the responsibility and expense of removal (or if applicable to contractor the covering and protection) of any property from the work area prior to contractor's commencement of the work. Overspray will exist to some extent on nearby areas. It is impractical to cover or clean surrounding areas in industrial applications.
7. **ARBITRATION**
  - A. All claims, disputes and other matters in question arising out of, or relating to, this Proposal, or the breach thereof, shall be decided by arbitration, which shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise.
  - B. Except by written consent of the person or entity sought to be joined, no arbitration arising out of or relating to the Proposal shall include, by consolidation, joinder or in any other manner, any person or entity not a party to the Proposal under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (1) such person or entity is substantially involved in a common question of fact or law, (2) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, (3) the interest or responsibility of such person or entity in the matter is not insubstantial, and (4) such person or entity is not the Architect, his employee or his consultant. This Agreement to arbitrate and any other written agreement to arbitrate with an additional person or persons referred to herein shall be specifically enforceable under the prevailing arbitration fee.
  - C. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
  - D. This Article shall not be deemed a limitation of any rights or remedies which the Parties may have under any Federal or State mechanics' lien laws or under any applicable labor material payment bonds unless such rights or remedies are expressly waived by them.
8. **COMPLETE AGREEMENT**  
This Proposal supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter, expresses the entire agreement and may not be modified except in writing, signed by the parties.
9. **CONTRACTORS REMEDIES**  
If the Offeree does not pay contractor through no fault of contractor within seven (7) days from the time payment should be made as provided in the payment schedule, contractor may, without prejudice to any other remedy it may have, upon seven (7) additional days' written notice to the Offeree, stop its work until payment of the amount owing has been received. The Contract Sum shall, by appropriate adjustment, be increased by the amount of contractor's reasonable costs of shutdown, delay and start-up.
10. Should any amount payable by Offeree by due and unpaid, the same shall bear interest at the rate of eighteen percent (18%) per annum. Should contractor place the claim for collection by an attorney, Offeree shall pay the sum of twenty-five percent (25%) as and for attorney's fees.
11. **NOTICE PROVISION**  
Except as may be otherwise specifically provided in the Agreement, all notices required or permitted hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the parties at the respective addresses set forth or at such other addresses as may have been thereafter specified by written notice delivered in accordance herewith.
12. **SAFETY**  
All work to be performed per OSHA 1926 Construction Standards, if there are any extra safety items or measures that are site specific for this project, Owner must provide these additional details, so IRC can price accordingly.

## Bullitt Central High School Roof Map



**Blue Area** - Indicates area of reroof

**Yellow Line** - Indicates area of new foam stop.

**Green Line** - Indicates area of new gutter.

**Red Line** - Indicates area of new expansion joint.



## BG1 Project Application Form (Initial)

### (Ref# 18517)

Form Status: Incomplete

Project: HMS Roof Replacement

BG Number: 21-282

Status: New

District: Bullitt County (071)

Phase: Project Initiation

Construction Delivery Method

Procurement Standard

Emergency

Cooperative Purchase

Model Procurement

No

### Project Type and Description

#### Applicable Items

|                                     |         |
|-------------------------------------|---------|
| New Building                        | No      |
| Addition                            | No      |
| Major Renovation                    | No      |
| GESC                                | No      |
| Roofing                             | Yes     |
| Repair and / or Replace             | Replace |
| HVAC                                | No      |
| ADA Compliance                      | No      |
| Life Safety                         | No      |
| Security                            | No      |
| Water Bottle Filling Stations       | No      |
| Minor Project                       | No      |
| New Relocatable Classroom           | No      |
| Equipment / Furnishings Procurement | No      |
| Site Acquisitions                   | No      |

#### District Facility Plan (DFP)

Compliance with 702 KAR 4:180 and 702 KAR 4:160

DFP Approval Date 6/1/2019

DFP Priority

2c.11 - Hebron Middle School (1971, 2010)

Estimated Cost: \$2,028,157.00

Facility: No Data

Project Not Listed on DFP No

#### Inventory

Facility Name

**HEBRON MIDDLE SCHOOL (B10000190)****Scope**

Provide a Complete Narrative of the Proposed Project

Installation of the new Polyurethane / Silicone Roof System on approx. 67,537 sq. ft. at Hebron Middle School, located at 3300 E. Hebron Lane, Sheperdsville, KY 40165.

Work Related to Project But Excluded from this BG1 Scope

**Financial Plan****Probable Costs**

Proposed Plan to Finance Application

|                                  |              |
|----------------------------------|--------------|
| Total Construction Cost          | \$683,777.82 |
| Construction Contingency         | \$34,188.90  |
| Architect / Engineer Fee         | \$0.00       |
| Construction Manager Fee         |              |
| Fiscal Agent Fee                 |              |
| Bond Discount                    |              |
| Equipment / Furnishings          |              |
| Equipment / Computers            |              |
| Technology Network System (KETS) |              |
| Site Acquisition                 |              |
| Site Survey                      |              |
| Geotechnical Investigations      |              |
| Special Inspections              |              |
| Commissioning                    |              |
| Advertising                      |              |
| Printing                         |              |

**Other Probable Costs**

| Title              | Amount       |
|--------------------|--------------|
| No Data            |              |
| No Data            |              |
| No Data            |              |
| Total Project Cost | \$717,966.72 |

**Funds Available**

|                              |
|------------------------------|
| Bond Sale - SFCC             |
| Bond Requirement - SFCC      |
| Local FSPK Bond Sale         |
| Local General Fund Bond Sale |

Cash - SFCC Requirement  
Cash - Building Fund  
Cash - Capital Outlay \$0.00  
Cash - Investment Earnings  
Cash - General Fund  
City - County - KYTC Reimbursement  
KETS  
Federal Funds  
External Partner Agreement

### Residual Funds

| BG Number             | Fund Source | Amount  |
|-----------------------|-------------|---------|
| No Data               | No Data     | No Data |
| Residual Funds Total: |             | \$0.00  |

### Other Available Funds

| Title                 | Amount       |
|-----------------------|--------------|
| ARP ESSER Funds       | \$717,966.72 |
| No Data               |              |
| No Data               |              |
| Total Funds Available | \$717,966.72 |
| Attachments           | HMS BG1.pdf  |

### BG1 Signature Page (Online Form Ref# 18517)

The signing of this financial document certifies the above stated funds are available and designated for this project during this fiscal year.

Superintendent

Date

Finance Officer

Date



| Chairman  | Date |
|---|------|
| NOTE: Any district anticipating the financing of this and/or other projects in a combined school revenue Bond should discuss the financing with the Director/Branch Manager, KDE - District Financial |      |



**KEDC Unit Price Contract - Proposal**  
**Bullitt County – Hebron Middle School Reroof**

TO: Mr. Ed Oyler TELEPHONE: (502) 639-3454 EMAIL: ed.oyler@bullitt.kyschools.us  
Bullitt Co. Public Schools, 1040 Hwy 44 East, Louisville, KY 40204

We herewith submit the following proposal for the price stated, subject to the provisions listed on the reverse side:  
**Installation of the new Polyurethane / Silicone Roof System on approx. 67,537 sq. ft. at Hebron Middle School, located at 3300 E. Hebron Lane, Shepardsville, KY 40165. See attached roof map.**

| <u>Line Item</u> | <u>Item Description</u>                                     | <u>Measuring Unit</u> | <u>Number Units</u> | <u>Unit Costs</u> | <u>Total Cost</u>   |
|------------------|---|-----------------------|---------------------|-------------------|---------------------|
| 3                | 1.5" - Polyurethane Insulated Roof System                   | Square Foot           | 67,537              | \$4.95            | \$334,308.15        |
| 43               | Remove Non-ACM BUR Roof System                              | Square Foot           | 44,500              | \$1.50            | \$66,750.00         |
| 47               | Installation of Mechanically Attached 1/2" Wood Fiberboard  | Square Foot           | 65,037              | \$0.85            | \$55,281.45         |
| 52               | Install 24 GA. 6" Steel Box Gutter and Downspouts           | Linear Foot           | 500                 | \$23.77           | \$11,885.00         |
| 63               | Install 24 GA. Galvanized Foam Stop                         | Linear Foot           | 1,750               | \$11.23           | \$19,652.50         |
| 72               | Use of Windscreen to Prevent Overspray                      | Per Project           | 1                   | \$500.00          | \$500.00            |
| 73               | Building Masking to Prevent Overspray                       | Per Project           | 1                   | \$1,500.00        | \$1,500.00          |
| 74               | Staging Area Protection and Return to Original Condition    | Per Project           | 1                   | \$1,500.00        | \$1,500.00          |
| 90               | Adder for Mechanically Attaching Board Stock to Tectum Deck | Per Board             | 1,400               | \$48.25           | \$67,550.00         |
| 83               | 24 GA. Galv. Thru-wall Scupper and Conductor Head           | Each                  | 2                   | \$475.00          | \$950.00            |
| 105              | 40 Yard Dumpster  | Each                  | 18                  | \$500.00          | \$9,000.00          |
| 108              | Performance and Payment Bond                                | Per Dollar            | \$677,007.74        | \$0.01            | \$6,770.08          |
| 109              | Base 20 Year Warranty Fee                                   | Each                  | 1                   | \$5,850.00        | \$5,850.00          |
| 110              | Warranty Fee Adder for Projects > 17,000 Square Feet        | Square Foot           | 50,537              | \$0.22            | \$11,118.14         |
| 113              | Laborer (Prevailing Wages)                                  | Man-Hour              | 948                 | \$75.00           | \$71,100.00         |
| 113              | Laborer (Remove Existing Perimeter Sheet Metal)             | Man-Hour              | 125                 | \$75.00           | \$9,375.00          |
| 115              | Install 2" Bellow Style Expansion Joint Cover               | Linear Foot           | 375                 | \$28.50           | \$10,687.50         |
|                  |   |                       |                     | <b>Total</b>      | <b>\$683,777.82</b> |

**NOTE:** Any required modifications to the existing rooftop mechanical, electrical, and plumbing systems by owner. IRC is not responsible for any structural defects in the building structure or building envelope. Owner to supply access to 220V (3) phase 80A electrical service for foam equipment. Any additional damaged materials uncovered during the infrared scan or during construction will be torn out and replaced per unit costs. Davis-Bacon prevailing wages have been included in the proposal to comply with federal education funds requirements.

April 15<sup>th</sup>, 2021

Luke Clifford, Project Manager  
(502) 536-0052 Mobile

**ACCEPTANCE OF CONTRACT**

The foregoing terms, specifications and conditions are satisfactory and same are hereby accepted. This agreement shall be the contract between the parties hereto and you are hereby authorized to perform the work as herein specified.

Date                      20                       
This Proposal Void 30 Days From Date, Unless Signed and Returned to Contractor.

Signed:                                       
Title:



## GENERAL PROVISIONS

### 1. ASBESTOS AND TOXIC MATERIALS

This proposal is based on the Contractor not coming into contact with asbestos-containing or toxic materials ("ACM"). Contractor is not responsible for expenses, claims, or damages arising out of the presence, disturbance, or removal of ACM. Contractor shall be compensated for additional expenses resulting from the presence of ACM. Owner agrees to indemnify Contractor from and against any liability, damages, losses, claims, demands, or citations arising out of the presence of ACM.

### 2. ADDITIONAL INSURED

If Owner requires and Contractor agrees to name Owner or others as additional insureds on Contractor's Liability Insurance Policy, Owner and Contractor agree that the naming of the Owner or others as additional insureds is intended to apply to claims made against the additional insured to the extent the claim is due to the negligence of the Contractor and is not intended to make the Contractor's insurer liable for claims that are due to the fault of the additional insured.

### 3. FUMES AND EMISSIONS

Owner acknowledges that odors and emissions from roofing products will be released as part of the roofing operations to be performed by the Contractor. Owner shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors, and other openings to prevent fumes and odors from entering the building. Owner is aware that roofing products emit fumes, vapors, and odors during the application process. Some people are more sensitive to these emissions than others. Owner shall hold the Contractor harmless from claims from third parties relating to the fumes and odors that are emitted during the normal roofing process.

### 4. ROOF PROJECTIONS

Contractor will flash roof projections that are in place prior to installation of roofing or shown on the architectural plans provided to the Contractor. Penetrations not shown on the plans provided to Contractor prior to the submittal of this proposal or required after installation of roofing shall be considered an order for extra work, and Contractor shall be compensated at its customary time and material rates for additional expense resulting from the additional penetrations.

### 5. DECK CONDITIONS

Owner warrants that the structure on which Contractor's personnel are to work are in sound condition and capable of withstanding roofing construction, equipment, and operations. Commencement of the roof installation indicates only that the Contractor has visually inspected the surface of the roof deck for visible defects. Owner agrees to give full access to the interior of the building for inspection of the roof deck before roofing work begins or at any time the Contractor deems it necessary to visually inspect the existing roof deck from inside.

### 6. WARRANTY, LIMITATION OF LIABILITY AND INDEMNIFICATION

#### A. WARRANTY

Contractor, in lieu of any and all other warranties, warrants that the materials have been applied according to manufacturer's specifications where applicable and in compliance with the contract, and that it will, in the absence of other provisions to the contrary, repair defective work not caused by Offeree's acts, for one year from the date when Contractor sends notice of completion to Offeree.

#### B. LIMITATION OF LIABILITY

- If applicable, the specifications having called for the removal of the roof presently in existence, and contractor having advised that the application of the new roofing system requires a dry base, and it being acknowledged by the parties that removal may disclose trapped dampness or water, and further acknowledged that rainfall may occur during the time between removal of the old roof and application of the new roof, and contractor, having given its assurance that it will undertake all reasonable efforts to minimize the possibility of damage, the parties therefore agree that Offeree, hereby expressly absolves, exonerates, releases and discharges contractor from any and all loss, cost or damage, in any form to the building, its appurtenances, structures, fixtures, contents and occupants, arising from the exposure of the roof during contractor's work, and agrees to defend and, if necessary, pay all damages, costs and expenses, including attorney's fees, arising out of any claim or suit arising herefrom.
- Work Area Conditions - Contractor assumes no responsibility for loss, damage, or injury to property, including vessel internals, light gauge metal equipment, automobiles or mechanical equipment which may be caused by ordinary sandblasting solvent, insulation or coating operations, and Offeree assumes the responsibility and expense of removal (or if applicable to contractor the covering and protection) of any property from the work area prior to contractor's commencement of the work. Overspray will exist to some extent on nearby areas. It is impractical to cover or clean surrounding areas in industrial applications.

### 7. ARBITRATION

- All claims, disputes and other matters in question arising out of, or relating to, this Proposal, or the breach thereof, shall be decided by arbitration, which shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise.
- Except by written consent of the person or entity sought to be joined, no arbitration arising out of or relating to the Proposal shall include, by consolidation, joinder or in any other manner, any person or entity not a party to the Proposal under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (1) such person or entity is substantially involved in a common question of fact or law, (2) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, (3) the interest or responsibility of such person or entity in the matter is not insubstantial, and (4) such person or entity is not the Architect, his employee or his consultant. This Agreement to arbitrate and any other written agreement to arbitrate with an additional person or persons referred to herein shall be specifically enforceable under the prevailing arbitration fee.
- The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
- This Article shall not be deemed a limitation of any rights or remedies which the Parties may have under any Federal or State mechanics' lien laws or under any applicable labor material payment bonds unless such rights or remedies are expressly waived by them.

### 8. COMPLETE AGREEMENT

This Proposal supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter, expresses the entire agreement and may not be modified except in writing, signed by the parties.

### 9. CONTRACTORS REMEDIES

If the Offeree does not pay contractor through no fault of contractor within seven (7) days from the time payment should be made as provided in the payment schedule, contractor may, without prejudice to any other remedy it may have, upon seven (7) additional days' written notice to the Offeree, stop its work until payment of the amount owing has been received. The Contract Sum shall, by appropriate adjustment, be increased by the amount of contractor's reasonable costs of shutdown, delay and start-up.

- Should any amount payable by Offeree by due and unpaid, the same shall bear interest at the rate of eighteen percent (18%) per annum. Should contractor place the claim for collection by an attorney, Offeree shall pay the sum of twenty-five percent (25%) as and for attorney's fees.

### 11. NOTICE PROVISION

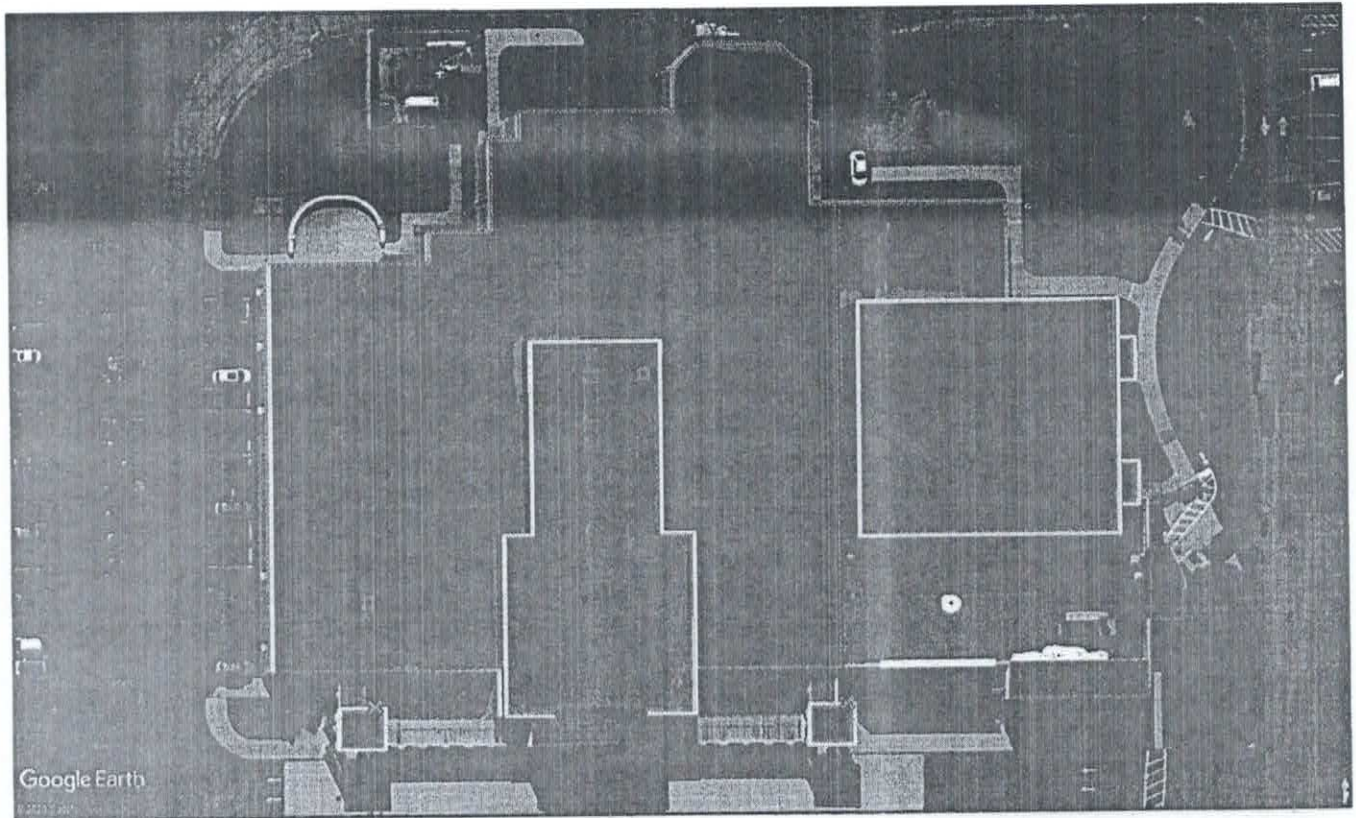
Except as may be otherwise specifically provided in the Agreement, all notices required or permitted hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the parties at the respective addresses set forth or at such other addresses as may have been thereafter specified by written notice delivered in accordance herewith.

### 12. SAFETY

All work to be performed per OSHA 1926 Construction Standards, if there are any extra safety items or measures that are site specific for this project, Owner must provide these additional details, so IRC can price accordingly.



## Hebron Middle School Roof Map



**Blue Area** - Indicates area of reroof

**Yellow Line** - Indicates area of new foam stop.

**Green Line** - Indicates area of new gutter.

**Red Line** - Indicates area of new expansion joint.

**Green X** - Indicates area of new scupper and conductor head.