



Purchase Pros - Kentucky State Price Contract
Elizabethtown Independent Schools – Morningside Elementary School Partial Reroof

TO: Mr. Paul Mullins, Superintendent **TELEPHONE:** (270) 765-6146
Elizabethtown Indp. Schools, 219 Helm St., Elizabethtown, KY **EMAIL:** paul.mullins@etown.kyschools.us

We herewith submit the following proposal for the price stated, subject to the provisions listed on the reverse side:
Installation of the new Single-Ply (PVC) Roof System at Morningside Elementary School located at 313 Morningside Dr., Elizabethtown, KY 42701.

1. Remove up to 1,500 SF of damaged roof materials identified in infrared scan.
2. Remove perimeter sheet metal as required.
3. Remove vertical flashings at walls, curbs, and other roof penetrations. Remove vinyl siding at "pit" roof.
4. Install new prefinished 24 gauge perimeter sheet metal.
5. Install new mechanically attached 1/2" HD ISO insulation board.
6. Install new fully adhered 60 mil PVC membrane on roof and walls.
7. Install new vertical flashing at walls, curbs, and other roof penetrations.
8. Provide 20-year manufacturer's roof warranty.
9. Provide 20-year sheet metal finish warranty.
10. Provide 100% payment and performance bond.

NOTE: Federal prevailing wages, alternates, allowances, masonry demolition, framing demolition, structural demolition, roof protection for other trades, interior protection, and/or wood blocking are not included. Any required modifications to the existing rooftop mechanical, electrical, and plumbing systems by owner. IRC is not responsible for any defects in the building structure or enclosure.



Yellow Areas - Indicates Reroof Sections

Red Lines - Indicates New Sheet Metal

We hereby propose to furnish the above complete and in accordance with the above specifications for the sum of:
Three Hundred Twenty-Eight Thousand Four Hundred Sixty-Seven*** Dollars (\$328,467.00*****)**

Payment to be made as follows: Periodic payments per AIA contract for work completed; total payment on completion of job. All payments net 30 days. A service charge of 1½% per month (annual rate 18%) will be charged on overdue invoices. Any alteration or deviation from the specification herein agreed upon involving extra cost of labor and material will be executed upon written order for same. Contracts made by workmen not recognized. This proposal does not include any removal of present roof unless specified above. Proposal does not include any additional work outside of what has been outlined above. KPC/KEDC Unit cost breakdown to be provided with AIA A101 contract. **Roof installation is subject to material availability. Due to the volatility of the raw materials, IRC reserves the right to pass on any changes in pricing from the manufacturer. IRC will provide owner verification of the price increase from the manufacturer. Proposal does not include any additional work outside of what has been outlined above.**

July 18th, 2025

Brent D. Williams, AIA – Architectural Director
(502) 548-6546 Mobile

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.