



UNIVERSITY  
OF KENTUCKY

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# Purchasing Division

Request for Proposal

UK-2199-22

Proposal Due Date – 10/22/2021

**Spray Polyurethane Foam Roof (SPFR)**



# UNIVERSITY OF KENTUCKY

## Purchasing Division

### REQUEST FOR PROPOSAL (RFP)

**ATTENTION: This is not an order. Read all instructions, terms and conditions carefully.**

<b>PROPOSAL NO.:</b>	<b>UK-2199-22</b>	<b>RETURN ORIGINAL COPY OF PROPOSAL TO:</b>
<b>Issue Date:</b>	<b>09/24/2021</b>	<b>UNIVERSITY OF KENTUCKY</b>
<b>Title:</b>	<b>Facilities Foam Roofing</b>	<b>PURCHASING DIVISION</b>
<b>Purchasing Officer:</b>	<b>Ken Scott</b>	<b>411 S LIMESTONE</b>
<b>Phone/Email:</b>	<b>(859) 257-9102 kesc245@uky.edu</b>	<b>ROOM 322 PETERSON SERVICE BLDG.</b>
		<b>LEXINGTON, KY 40506-0005</b>
<b>IMPORTANT: PROPOSALS MUST BE RECEIVED BY: 10/22/2021 3 P.M. LEXINGTON, KY TIME.</b>		

NOTICE OF REQUIREMENTS

- The University's General Terms and Conditions and Instructions to Bidders, viewable at [www.uky.edu/Purchasing/terms.htm](http://www.uky.edu/Purchasing/terms.htm), apply to this RFP. When the RFP includes construction services, the University's General Conditions for Construction and Instructions to Bidders, viewable at [www.uky.edu/Purchasing/ccphome.htm](http://www.uky.edu/Purchasing/ccphome.htm), apply to the RFP.
- Contracts resulting from this RFP must be governed by and in accordance with the laws of the Commonwealth of Kentucky.
- Any agreement or collusion among Offeror's or prospective Offeror's, which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price or to refrain from offering, or otherwise, is prohibited.
- Any person who violates any provisions of KRS 45A.325 shall be guilty of a felony and shall be punished by a fine of not less than five thousand dollars nor more than ten thousand dollars, or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment. Any firm, corporation, or association who violates any of the provisions of KRS 45A.325 shall, upon conviction, be fined not less than ten thousand dollars or more than twenty thousand dollars.

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 523.040:

- That I am the Offeror (if the Offeror is an individual), a partner, (if the Offeror is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Offeror is a corporation);
- That the attached proposal has been arrived at by the Offeror independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other Contractor of materials, supplies, equipment or services described in the RFP, designed to limit independent bidding or competition;
- That the contents of the proposal have not been communicated by the Offeror or its employees or agents to any person not an employee or agent of the Offeror or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official closing of the RFP;
- That the Offeror is legally entitled to enter into contracts with the University of Kentucky and is not in violation of any prohibited conflict of interest, including, but not limited to, those prohibited by the provisions of KRS 45A.330 to .340, and 164.390;
- That the Offeror, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sale and use tax imposed by Chapter 139 to the extent required by Kentucky law and will remain registered for the duration of any contract award;
- That I have fully informed myself regarding the accuracy of the statement made above.

SWORN STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS

In accordance with KRS 45A.110 (2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to a bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

CONTRACTOR REPORT OF PRIOR VIOLATIONS OF KRS CHAPTERS 136, 139, 141, 337, 338, 341 & 342

The contractor by signing and submitting a proposal agrees as required by 45A.485 to submit final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that have occurred in the previous five (5) years prior to the award of a contract and agrees to remain in continuous compliance with the provisions of the statutes during the duration of any contract that may be established. Final determinations of violations of these statutes must be provided to the University by the successful contractor prior to the award of a contract.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The contractor, by submitting a proposal, certifies that he/she is in compliance with the Code of Federal Regulations, No. 41 CFR 60-1.8(b) that prohibits the maintaining of segregated facilities.

**SIGNATURE REQUIRED:** This proposal cannot be considered valid unless signed and dated by an authorized agent of the Offeror. Type or print the signatory's name, title, address, phone number and fax number in the spaces provided. Offers signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to the issuing office.

<b>DELIVERY TIME:</b>	<b>NAME OF COMPANY:</b>	<b>DUNS #</b>
<b>PROPOSAL FIRM THROUGH:</b>	<b>ADDRESS:</b>	<b>Phone/Fax:</b>
<b>PAYMENT TERMS:</b>	<b>CITY, STATE &amp; ZIP CODE:</b>	<b>E-MAIL:</b>
<b>SHIPPING TERMS: F. O. B. DESTINATION PREPAID AND ALLOWED</b>	<b>TYPED OR PRINTED NAME:</b>	<b>WEB ADDRESS:</b>
<b>FEDERAL EMPLOYER ID NO.:</b>	<b>SIGNATURE:</b>	<b>DATE:</b>

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## 1.0 DEFINITIONS

The term "addenda" means written or graphic instructions issued by the University of Kentucky prior to the receipt of proposals that modify or interpret the RFP documents by additions, deletions, clarifications and/or corrections.

The term "competitive negotiations" means the method authorized in the Kentucky Revised Statutes, Chapter 45A.085.

The terms "offer" or "proposal" mean the Offeror's/Offeror's' response to this RFP.

The term "Offeror" means the entity or contractor group submitting the proposal.

The term "contractor" means the entity receiving a contract award.

The term "purchasing agency" means the University of Kentucky, Purchasing Division, Room 322 Peterson Service Building, Lexington, KY 40506-0005.

The term "purchasing official" means the University of Kentucky's appointed contracting representative.

The term "responsible Offeror" means a person, company or corporation that has the capability in all respects to perform fully the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an Offeror is responsible, the University may evaluate various factors including (but not limited to): financial resources; experience; organization; technical qualifications; available resources; record of performance; integrity; judgment; ability to perform successfully under the terms and conditions of the contract; adversarial relationship between the Offeror and the University that is so serious and compelling that it may negatively impact the work performed under this RFP; or any other cause determined to be so serious and compelling as to affect the responsibility of the Offeror.

The term "solicitation" means RFP.

The term "University" means University of Kentucky.

## **2.0 GENERAL OVERVIEW**

### **2.1 Intent and Scope**

The intent of the RFP is to secure pricing and establish a Unit Price Contract (UPC) to provide for installation/construction of urethane-coated SPFR including inspections and repairs of/to existing urethane-coated SPFR for the University's Facilities Management Division. The Contract is to be in accordance with the specifications, terms, and conditions contained in this Request for Proposal (RFP).

The University of Kentucky is seeking the services of a qualified and experienced contractor, on a timely response basis, to provide labor, materials, and state-of-the-art equipment to produce/install and/or repair urethane-coated SPFR as specified and itemized in the accompanying Chart of Unit Costs in accordance with the terms, conditions and specifications outlined herein. The contract will be under the control of the University's Executive Vice President for Facilities or their designated individual/individuals.

Chart of Unit Costs and complete list of "Services Defined" is detailed in Section 7.1 of this RFP.

### **2.2 Background Information**

The Facilities Division of the University of Kentucky is responsible for designated University properties on two campuses (Main Campus and Medical Center Campus) including, but not limited to, buildings and grounds. A major responsibility is construction and maintenance of roofing, not only urethane-coated SPFR, but all types of in-service existing roofing. Facilities, on request, services other University Division's roofing situations. The University, in all its Divisions in Lexington and Fayette County, has approximately 1.9 million square feet of urethane-coated SPFR currently in service.

### **2.3 University Information**

Since his arrival, President Eli Capilouto has set forth an ambitious agenda to extend and enhance our role as Kentucky's land-grant and flagship Research University. By focusing on infrastructure growth and improvement; creating opportunities for innovative teaching, learning, and academic excellence; fostering a robust research and creative scholarship enterprise; providing life-saving subspecialty care; empowering communities through service and outreach; and encouraging a transparent and shared dialogue about institutional priorities; the University of Kentucky will ensure a new century of promise for the people we impact.

Founded in 1865 as a land-grant institution adjacent to downtown Lexington, UK is nestled in the scenic heart of the beautiful Bluegrass Region of Kentucky. From its early beginnings, with only 190 students and 10 professors, UK's campus now covers more than 918 acres and is home to more than 30,000 students and approximately 14,500 employees, including more than 2,300 full-time faculty. UK is one of a small number of universities in the United States that has programs in agriculture, engineering, a full complement of health colleges including medicine and pharmacy, law and fine arts on a single campus, leading to groundbreaking discoveries and unique interdisciplinary collaboration. The state's flagship university consists of 17 academic and professional colleges where students can choose from more than 200 majors and degree programs at the undergraduate and graduate levels. The colleges are Agriculture, Food and Environment; Arts and Sciences; Business and Economics; Communication and Information; Dentistry; Design;

Education; Engineering; Fine Arts; Graduate School; Health Sciences; Law; Medicine; Nursing; Pharmacy; Public Health; and Social Work. These colleges are supported by a modern research library system.

Research at the University of Kentucky is a dynamic enterprise encompassing both traditional scholarship and emerging technologies, and UK's research faculty, staff and students are establishing UK as one of the nation's most prolific public research universities. UK's research enterprise attracted \$285 million in research grants and contracts from out-of-state sources, which generated a \$580 million impact on the Kentucky economy. Included in this portfolio is \$153 million in federal awards from the National Institutes of Health, non-NIH grants from the Department Health and Human Services, the National Science Foundation, Department of Energy, Department of Agriculture and NASA, among others. The National Science Foundation ranks UK's research enterprise 44th among public institutions.

With more than 50 research centers and institutes, UK researchers are discovering new knowledge, providing a rich training ground for current students and the next generation of researchers, and advancing the economic growth of the Commonwealth of Kentucky. Several centers excel in the services offered to the public. The Gluck Equine Research Center is one of only three facilities of its kind in the world, conducting research in equine diseases.

The Center for Applied Energy Research is pursuing groundbreaking discovery across the energy disciplines. CAER staff are pioneering new ways to sustainably utilize Kentucky natural resources through carbon-capture algae technology, biomass/coal to liquid products and the opening of UK's first LEED-certified research lab to support the development of Kentucky's growing alternative energy industry. Among the brightest examples of UK's investment in transformative research is the Markey Cancer Center. As a center of excellence and distinction at UK, Markey's robust research and clinical enterprise is the cornerstone of our commitment to Kentucky – fundamental to our success in uplifting lives through our endeavors and improving the general health and welfare of our state – burdened by the nation's highest rate of cancer deaths per 100,000 people. In 2013, Markey earned the prestigious National Cancer Institute-designation (NCI) – one of 68 nationally and the only one in Kentucky.

The University of Kentucky was awarded a \$20 million Clinical Translational Sciences Award (CTSA) from the National Institutes of Health (NIH). As one of only 60 institutions with this research distinction, UK was awarded the CTSA for its potential in moving research and discovery in the lab into practical field and community applications. The CTSA and NCI are part of a trifecta of federal research grants that includes an Alzheimer's disease Center. UK is one of only 22 universities in the country to hold all three premier grants from NIH.

Established in 1957, the medical center at UK is one of the nation's finest academic medical centers and includes the University's clinical enterprise, UK HealthCare. The 569-bed UK Albert B. Chandler Hospital and Kentucky Children's Hospital, along with 256 beds at UK Good Samaritan Hospital, are supported by a growing faculty and staff providing the most advanced subspecialty care for the most critically injured and ill patients throughout the Commonwealth and beyond. Over the last several years, the number of patients served by the medical enterprise has increased from roughly 19,000 discharges to more than 36,000 discharges in 2014.

UK Chandler Hospital includes the only Level 1 Trauma Center for both adult and pediatric patients in Central and Eastern Kentucky. In addition, UK HealthCare recently opened one of the country's largest robotic hybrid operating rooms and the first of its kind in the region.

While our new patient care pavilion is the leading healthcare facility for advanced medical procedures in the region, our talented physicians consult with and travel to our network of affiliate hospitals so Kentucky citizens can receive the best health care available close to their home and never need to leave the Bluegrass for complex subspecialty care.

UK's agenda remains committed to accelerating the University's movement toward academic excellence in all areas and gain worldwide recognition for its outstanding academic programs, its commitment to students, its investment in pioneering research and discovery, its success in building a diverse community and its engagement with the larger society. It is all part of the University's fulfillment of our promise to Kentucky to position our state as a leader in American prosperity.

### 3.0 PROPOSAL REQUIREMENTS

#### 3.1 Key Event Dates

Release of RFP	09/24/2021
Deadline for Written Questions	3 p.m. Lexington, KY Time on 09/30/2021
RFP Proposals Due	3 p.m. Lexington, KY Time on 10/22/2021

#### 3.2 Offeror Communication

To ensure that RFP documentation and subsequent information (modifications, clarifications, addenda, Written Questions and Answers, etc.) are directed to the appropriate persons within the Offeror's firm, each Offeror who intends to participate in this RFP is to provide the following information to the purchasing officer. Prompt, thorough compliance is in the best interest of the Offeror. Failure to comply may result in incomplete or delayed communication of addenda or other vital information. Contact information is the responsibility of the Offeror. Without the prompt information, any communication shortfall shall reside with the Offeror.

- Name of primary contact
- Mailing address of primary contact
- Telephone number of primary contact
- Fax number of primary contact
- E-mail address of primary contact
- Additional contact persons with same information provided as primary contact

This information shall be transmitted via fax or e-mail to:

Kenneth Scott  
 Purchasing Division  
 University of Kentucky  
 322 Peterson Service Building  
 Lexington, KY 40506-0005  
 Phone: (859) 257-9100  
 Fax: (859) 257-1951  
 E-mail: [Kenneth.Scott@uky.edu](mailto:Kenneth.Scott@uky.edu)

**All communication with the University regarding this RFP shall only be directed to the purchasing officer listed above.**

### **3.3 Offeror Presentations**

All Offeror's whose proposals are judged acceptable for award may be required to make a presentation to the evaluation committee including a urethane foam-roof replacement proposal using the completed Chart of Unit Costs, attached. The specific building roof will be designated for all Offeror's to make their proposal. See Paragraph 7.1.

### **3.4 Preparation of Offers**

The Offeror is expected to follow all specifications, terms, conditions and instructions in this RFP.

The Offeror will furnish all information required by this solicitation including the completed Chart of Unit Costs and the reroof proposal for the designated building roof system.

Proposals should be prepared simply and economically, providing a description of the Offeror's capabilities and qualifications to satisfy the requirements of the solicitation. Emphasis should be on completeness and clarity of content. All documentation submitted with the proposal should be bound in the single volume except as otherwise specified.

An electronic version of the RFP, in .PDF format only, is available through the University of Kentucky Purchasing Division web site: [www.uky.edu/purchasing/bidlist.htm](http://www.uky.edu/purchasing/bidlist.htm)

### **3.5 Proposed Deviations from the RFP**

The stated requirements appearing elsewhere in this RFP shall become a part of the terms and conditions of any resulting contract. Any deviations therefrom must be specifically defined in accordance with the transmittal letter, Section 4.3 (d). If accepted by the University, the deviations shall become part of the contract, but such deviations must not be in conflict with the basic nature of this RFP.

Note: Offeror's shall not submit their standard terms and conditions as exceptions to the University's General Terms and Conditions. Each exception to the University's General Terms and Conditions shall be individually addressed.

### 3.6 Proposal Submission and Deadline

Offeror must provide the following materials prior to 3 p.m. (Lexington, KY time) on the date specified in Section 3.1 and addressed to the purchasing officer listed in Section 3.2:

- **Technical Proposal:** Two (2) copies on electronic storage devices (CD or USB) (1 copy per storage device) each clearly marked with the proposal number and name, firm name and what is included (Technical Proposal) and two (2) printed original copies.
- **Financial Proposal:** Two (2) copies on electronic storage devices (CD or USB) (1 copy per storage device) each clearly marked with the proposal number and name, firm name and what is included (Financial Proposal) and two (2) printed original copies.

**Note: Proposals received after the closing date and time will not be considered. In addition, proposals received via fax or e-mail are not acceptable.**

**The University of Kentucky accepts deliveries of RFPs Monday through Friday from 8 a.m. to 5 p.m. Lexington, KY time. However, RFPs must be received by 3 p.m. Lexington, KY time on the date specified on the RFP in order to be considered.**

Proposals shall be enclosed in sealed envelopes to the above referenced address and shall show on the face of the envelope: the closing time and date specified, the solicitation number and the name and address of the Offeror. The technical proposal shall be submitted in a sealed envelope and the financial proposal shall be submitted in a sealed envelope under separate cover. Both sealed envelopes shall have identical information on the cover, with the addition that one will state "Technical Information," and the other, "Financial Proposal."

Note: In accordance with the Kentucky Revised Statute 45A.085, there will be no public opening.

### 3.7 Modification or Withdrawal of Offer

An offer and/or modification of offer received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

An offer may be modified or withdrawn by written notice before the exact hour and date specified for receipt of offers. An offer also may be withdrawn in person by an Offeror or an authorized representative, provided the identity of the person is made known and the person signs a receipt for the offer, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers.

### 3.8 Acceptance or Rejection and Award of Proposal

The University reserves the right to accept or reject any or all proposals (or parts of proposals), to waive any informalities or technicalities, to clarify any ambiguities in proposals and (unless otherwise specified) to accept any item in the proposal. In case of error in extension or prices or other errors in calculation, the unit price shall govern. Further, the University reserves the right to make a single award, split awards, multiple awards or no award, whichever is in the best interest of the University.

### **3.9 Rejection**

Grounds for the rejection of proposals include (but shall not be limited to):

- Failure of a proposal to conform to the essential requirements of the RFP.
- Imposition of conditions that would significantly modify the terms and conditions of the solicitation or limit the Offeror's liability to the University on the contract awarded on the basis of such solicitation.
- Failure of the Offeror to sign the University RFP. This includes the Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest statements.
- Receipt of proposal after the closing date and time specified in the RFP.

### **3.10 Addenda**

Any addenda or instructions issued by the purchasing agency prior to the time for receiving proposals shall become a part of this RFP. Such addenda shall be acknowledged in the proposal. No instructions or changes shall be binding unless documented by a proper and duly issued addendum.

### **3.11 Disclosure of Offeror's Response**

The RFP specifies the format, required information and general content of proposals submitted in response to this RFP. The purchasing agency will not disclose any portions of the proposals prior to contract award to anyone outside the Purchasing Division, the University's administrative staff, representatives of the state or federal government (if required) and the members of the committee evaluating the proposals. After a contract is awarded in whole or in part, the University shall have the right to duplicate, use or disclose all proposal data submitted by Offeror's in response to this RFP as a matter of public record.

Any submitted proposal shall remain valid six (6) months after the proposal due date.

The University shall have the right to use all system ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP. Selection or rejection of the proposal will not affect this right.

### **3.12 Restrictions on Communications with University Staff**

From the issue date of this RFP until a contractor is selected and a contract award is made, Offeror's are not allowed to communicate about the subject of the RFP with any University administrator, faculty, staff or members of the board of trustees except: the purchasing office representative, any University purchasing official representing the University administration, others authorized in writing by the purchasing office and University representatives during Offeror presentations. If violation of this provision occurs, the University reserves the right to reject the Offeror's proposal.

**3.13 Cost of Preparing Proposal**

Costs for developing the proposals and any subsequent activities prior to contract award are solely the responsibility of the Offeror's. The University will provide no reimbursement for such costs.

**3.14 Disposition of Proposals**

All proposals become the property of the University. The successful proposal will be incorporated into the resulting contract by reference.

**3.15 Alternate Proposals**

Offeror's may submit alternate proposals. If more than one proposal is submitted, all must be complete (separate) and comply with the instructions set forth within this document. Each proposal will be evaluated on its own merits.

**3.16 Questions**

All questions should be submitted by either fax or e-mail to the purchasing officer listed in Section 3.2 no later than the date listed in Section 3.1.

**3.17 Section Titles in the RFP**

Section titles used herein are for the purpose of facilitating ease of reference only and shall not be construed to infer the construction of contractual language.

**3.18 No Contingent Fees**

No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure this contract, except bona fide employees of the Offeror or bona fide established commercial or selling agencies maintained by the Offeror for the purpose of securing business. For breach or violation of this provision, the University shall have the right to reject the proposal, annul the contract without liability, or, at its discretion, deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

**3.19 Proposal Addenda and Rules for Withdrawal**

Prior to the date specified for receipt of offers, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to the University purchasing office, signed by the Offeror. Unless requested by the University, the University will not accept revisions or alterations to proposals after the proposal due date.

## 4.0 PROPOSAL FORMAT AND CONTENT

### 4.1 Proposal Information and Criteria

The following list specifies the items to be addressed in the proposal. Offeror's should read it carefully and address it completely and in the order listed to facilitate the University's review of the proposal.

Proposals shall be organized into the sections identified below. The content of each section is detailed in the following pages. It is strongly suggested that Offeror's use the same numbers for the following content that are used in the RFP.

- Signed Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest Form
- Transmittal Letter
- Executive Summary and Proposal Overview
- Criteria 1 - Offeror Qualifications
- Criteria 2 - Services Defined
- Criteria 3 - Financial Proposal
- Criteria 4 - Evidence of Successful Performance
- Criteria 5 - Other Additional Information

### 4.2 Signed Authentication of Proposal and Statements of Non-Collusion and Non-Conflict of Interest Form

The Offeror will sign and return the proposal cover sheet and print or type their name, firm, address, telephone number and date. The person signing the offer must initial erasures or other changes. An offer signed by an agent is to be accompanied by evidence of their authority unless such evidence has been previously furnished to the purchasing agency. The signer shall further certify that the proposal is made without collusion with any other person, persons, company or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud; and that the signer is authorized to bind the principal Offeror.

### 4.3 Transmittal Letter

The Transmittal Letter accompanying the RFP shall be in the form of a standard business letter and shall be signed by an individual authorized to legally bind the Offeror. It shall include:

- A statement referencing all addenda and written questions, the answers and any clarifications to this RFP issued by the University and received by the Offeror (If no addenda have been received, a statement to that effect should be included.).
- A statement that the Offeror's proposal shall remain valid for six (6) months after the closing date of the receipt of the proposals.
- A statement that the Offeror will accept financial responsibility for all travel expenses incurred for oral presentations (if required) and candidate interviews.

- A statement that summarizes any deviations or exceptions to the RFP requirements and includes a detailed justification for the deviation or exception.
- A statement that identifies the confidential information as described in Section 6.23.

#### **4.4 Executive Summary and Proposal Overview**

The Executive Summary and Proposal Overview shall condense and highlight the contents of the technical proposal in such a way as to provide the evaluation committee with a broad understanding of the entire proposal.

As part of the Executive Summary and Proposal Overview, Offeror shall submit with their response a summarized profile describing the demographic nature of their company or organization:

- When was your organization established and/or incorporated?
- Indicate whether your organization is classified as local, regional, national, or international.
- Describe the size of your company in terms of number of employees, gross sales, etc.
- Is your company certified as small business, minority-owned, women-owned, veteran-owned, disabled-owned, or similar classification?
- Include other demographic information that you feel may be applicable to the Request for Proposal submission.

#### **4.5 Criteria 1 - Offeror Qualifications**

The purpose of the Offeror Qualifications section is to determine the ability of the Offeror to respond to this RFP. Offeror's must describe and offer evidence of their ability to meet each of the qualifications listed below.

1. ALPHA certification preferred, but not required for award.
2. Maintained, fully accredited status with Spray Polyurethane Foam Alliance "Contractor Company Accreditation Program" for a minimum of the past 5 years.
3. Approved by the Coating and Foam Manufacturers as licensed applicators for bidding and constructing SPFR roofing.
4. All his workers and employees on this project are citizens or legal residents of the United States.
5. All supervising personnel on site must have current 30 hour O.S.H.A. cards.
6. Installed a minimum of 1,000,000 square feet of urethane-coated SPFR
7. Provide addresses of two urethane-coated SPFR within one day's drive for inspection by Facilities staff.
8. Able to respond (after notification by Owner) to leaking repairs within 48 hours and non-leaking repairs within 5 working days.

#### **4.6 Criteria 2 – Services Defined**

The Offeror shall describe their ability to provide the service and quality assurance for the items following:

1. Offeror's ability to meet the specifications requirements listed in Section 7.1. and attached UPC Line Item Document "CHART OF UNIT COSTS."
2. Offeror's equipment and facilities meet Industry standards as to equipment, application techniques, safety requirements, and meet OSHA standards, etc.
3. Offeror's ability to promptly respond to emergency situations within the response times described in this document.
4. Offeror's business (e.g. billing and record keeping) and customer service operations (e.g. hours of operations, responsiveness and complaint resolution) capable of meeting the needs and expectations of the University.
5. Offeror's approach toward safety and training as it relates to the scope of services.
6. Provide the name, title, and experience of the person who will be the service representative for the University account.
7. Offeror's affiliation with the manufacturers' of the raw materials so as to provide 10 and 20-year warranties on completed urethane-coated SPFR systems.
  - a. 20-year urethane-coated SPFR warranty  
Warrantor and Applicator agree to repair leaks and/or polyurethane foam and/or membrane failures with no exclusion for the following:
    - Faulty materials,
    - Faulty workmanship (includes blistering and delaminating during the life of the warranty),
    - Ordinary wear and tear,
    - Severe hail damage, in accordance with Factory Mutual Research Corporation (FMRC) simulated hail tests,
    - 90 mph wind forces,
    - Damage caused by birds,
    - Ponding water, and
    - Normal (non-public) pedestrian traffic.
  - b. 10-year urethane-coated SPFR warranty  
Warrantor and Applicator agree to repair leaks and/or polyurethane foam and/or membrane failures with no exclusion for the following:
    - Faulty materials,
    - Faulty workmanship (includes blistering and delaminating during the life of the warranty), and
    - Ordinary wear and tear.

#### **4.7 Criteria 3 – Financial Proposal**

The Financial Summary Form shall contain the complete financial offer made to the University using the format contained in Section 8.0. All financial information must be submitted in a sealed envelope under separate cover.

#### **4.8 Criteria 4 – Evidence of Successful Performance**

1. Provide evidence the Offeror's experience performing the services outlined herein. At a minimum, the Offeror shall include the number of years of experience their firm has in performing requested services as well as the experience of the key staff members who would be assigned responsibility to the University.
2. Offeror shall supply the name, address, and telephone number of three (3) account references along with a brief description of the type of services provided to each where the Offeror has provided similar in scope and scale to those requested by the University herein. By providing such references, the Offeror grants permission to the University to contact these references.

#### **4.9 Criteria 5 – Other Additional Information**

The Offeror may present any creative approaches that might be appropriate. The Offeror may also provide supporting documentation that would be pertinent to this RFP.

#### **5.0 EVALUATION CRITERIA PROCESS**

A committee of University officials appointed by the Chief Procurement Officer will evaluate proposals and make a recommendation to the Chief Procurement Officer. The evaluation will be based upon the information provided in the proposal, additional information requested by the University for clarification, information obtained from references and independent sources and oral presentations (if requested).

The evaluation of responsive proposals shall then be completed by an evaluation team, which will determine the ranking of proposals. Proposals will be evaluated strictly in accordance with the requirements set forth in this solicitation, including any addenda that are issued. The University will award the contract to the responsible Offeror whose proposal is determined to be the most advantageous to the University, taking into consideration the evaluation factors set forth in this RFP.

The evaluation of proposals will include consideration of responses to the list of criteria in Section 4.0. Offeror's must specifically address all criteria in their response. Any deviations or exceptions to the specifications or requirements must be described and justified in a transmittal letter. Failure to list such exceptions or deviations in the transmittal letter may be considered sufficient reason to reject the proposal.

The relative importance of the criteria is defined below:

##### **Primary Criteria**

- Offeror Qualifications
- Services Defined
- Financial Proposal
- Evidence of Successful Performance

## **Secondary Criteria**

- Other Additional Services

The University will evaluate proposals as submitted and may not notify Offeror's of deficiencies in their responses.

### **6.0 SPECIAL CONDITIONS**

#### **6.1 Contract Terms, Limitations**

1. The initial term of the contract resulting from this RFP, shall be two years and is renewable for up to three (3) one (1) year renewal periods. The total contract period will not exceed five (5) years. The University will not accept any price increases during the initial, two year period. Annual renewal shall be contingent upon the University's satisfaction with the services performed.
2. This contract has a Not-To-Exceed (NTE) amount of Two Hundred Thousand Dollars (\$200,000.00) per project and in no event shall the Contractor be entitled to recover more than the NTE Amount, unless the University has authorized the Contractor to exceed the NTE Amount in advance through a duly executed change order approved by the University's Chief Procurement Officer.

#### **6.2 Effective Date**

The effective date of the contract shall be 1/1/2022.

#### **6.3 Competitive Negotiation**

It is the intent of the RFP to enter into competitive negotiation as authorized by KRS 45A.085.

The University will review all proposals properly submitted. However, the University reserves the right to request necessary modifications, reject all proposals, reject any proposal that does not meet mandatory requirement(s) or cancel this RFP, according to the best interests of the University.

Offeror(s) selected to participate in negotiations may be given an opportunity to submit a Best and Final Offer to the purchasing agency. All information-received prior to the cut-off time will be considered part of the Offeror's Best and Final Offer.

The University also reserves the right to waive minor technicalities or irregularities in proposals providing such action is in the best interest of the University. Such waiver shall in no way modify the RFP requirements or excuse the Offeror from full compliance with the RFP specifications and other contract requirements if the Offeror is awarded the contract.

#### **6.4 Appearance Before Committee**

Any, all or no Offeror's may be requested to appear before the evaluation committee to explain their proposal and/or to respond to questions from the committee concerning the proposal. Offeror's are prohibited from electronically recording these meetings. The committee reserves the right to request additional information.

#### **6.5 Additions, Deletions or Contract Changes**

The University reserves the right to add, delete, or change related items or services to the contract established from this RFP. No modification or change of any provision in the resulting contract shall be made unless such modification is mutually agreed to in writing by the contractor and the Chief Procurement Officer and incorporated as a written modification to the contract. Memoranda of understanding and correspondence shall not be interpreted as a modification to the contract.

#### **6.6 Contractor Cooperation in Related Efforts**

The University reserves the right to undertake or award other contracts for additional or related work to other entities. The contractor shall fully cooperate with such other contractors and University employees and carefully fit its work to such additional work. The contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by University employees. This clause shall be included in the contracts of all contractors with whom this contractor will be required to cooperate. The University shall equitably enforce this clause to all contractors to prevent the imposition of unreasonable burdens on any contractor.

#### **6.7 Entire Agreement**

The RFP shall be incorporated into any resulting contract. The resulting contract, including the RFP and those portions of the Offeror's response accepted by the University, shall be the entire agreement between the parties.

#### **6.8 Governing Law**

The contractor shall conform to and observe all laws, ordinances, rules and regulations of the United States of America, Commonwealth of Kentucky and all other local governments, public authorities, boards or offices relating to the property or the improvements upon same (or the use thereof) and will not permit the same to be used for any illegal or immoral purposes, business or occupation. The resulting contract shall be governed by Kentucky law and any claim relating to this contract shall only be brought in the Franklin Circuit Court in accordance with KRS 45A.245.

## **6.9 Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act**

To the extent Company receives Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, 61.932 and 61.933 (the "Act"), Company shall secure and protect the Personal Information by, without limitation: (i) complying with all requirements applicable to non-affiliated third parties set forth in the Act; (ii) utilizing security and breach investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as University's and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying University of a security breach relating to Personal Information in the possession of Company or its agents or subcontractors within seventy-two (72) hours of discovery of an actual or suspected breach unless the exception set forth in KRS 61.932(2)(b)2 applies and Company abides by the requirements set forth in that exception; (iv) cooperating with University in complying with the response, mitigation, correction, investigation, and notification requirements of the Act , (v) paying all costs of notification, investigation and mitigation in the event of a security breach of Personal Information suffered by Company; and (vi) at University's discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.

## **6.10 Termination for Convenience**

The University of Kentucky, Purchasing Division, reserves the right to terminate the resulting contract without cause with a thirty (30) day written notice. Upon receipt by the contractor of a "notice of termination," the contractor shall discontinue all services with respect to the applicable contract. The cost of any agreed upon services provided by the contractor will be calculated at the agreed upon rate prior to a "notice of termination" and a fixed fee contract will be pro-rated (as appropriate).

## **6.11 Termination for Non-Performance**

### Default

The University may terminate the resulting contract for non-performance, as determined by the University, for such causes as:

- Failing to provide satisfactory quality of service, including, failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the Contractor, which in the opinion of the University is not in its best interest, or failure to comply with the terms of this contract;
- Failing to keep or perform, within the time period set forth herein, or violation of, any of the covenants, conditions, provisions or agreements herein contained;
- Adjudicating as a voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section from time to time, or under any similar law or statute of the United States or any state thereof, or if an order for relief shall be entered against the Contractor in any proceeding filed by or against contractor thereunder. In the event of any such involuntary bankruptcy proceeding being instituted against the Contractor, the fact of such an involuntary petition being filed shall not be considered an event of default until sixty (60) days after filing of said petition in order that Contractor might during that sixty (60) day period have the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default; or

- Making a general assignment for the benefit of its creditors, or taking the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for the Contractor.

#### Demand for Assurances

In the event the University has reason to believe Contractor will be unable to perform under the Contract, it may make a demand for reasonable assurances that Contractor will be able to timely perform all obligations under the Contract. If Contractor is unable to provide such adequate assurances, then such failure shall be an event of default and grounds for termination of the Contract.

#### Notification

The University will provide ten (10) calendar days written notice of default. Unless arrangements are made to correct the non-performance issues to the University's satisfaction within ten (10) calendar days, the University may terminate the contract by giving forty-five (45) days notice, by registered or certified mail, of its intent to cancel this contract.

### **6.12 Funding Out**

The University may terminate this contract if funds are not appropriated or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The University shall provide the contractor thirty (30) calendar days' written notice of termination under this provision.

### **6.13 Prime Contractor Responsibility**

Any contracts that may result from the RFP shall specify that the contractor(s) is/are solely responsible for fulfillment of the contract with the University.

### **6.14 Assignment and Subcontracting**

The Contractor(s) may not assign or delegate its rights and obligations under any contract in whole or in part without the prior written consent of the University. Any attempted assignment or subcontracting shall be void.

### **6.15 Permits, Licenses, Taxes**

The contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of all federal, state and local governments in which work under this contract is performed.

The contractor must furnish certification of authority to conduct business in the Commonwealth of Kentucky as a condition of contract award. Such registration is obtained from the Secretary of State, who will also provide the certification thereof. However, the contractor need not be registered as a prerequisite for responding to the RFP.

The contractor shall pay any sales, use, personal property and other tax arising out of this contract and the transaction contemplated hereby. Any other taxes levied upon this contract, the transaction or the equipment or services delivered pursuant hereto shall be the responsibility of the contractor.

The contractor will be required to accept liability for payment of all payroll taxes or deductions required by local and federal law including (but not limited to) old age pension, social security or annuities.

#### **6.16 Attorneys' Fees**

In the event that either party deems it necessary to take legal action to enforce any provision of the contract and in the event that the University prevails, the contractor agrees to pay all expenses of such action including attorneys' fees and costs at all stages of litigation.

#### **6.17 Royalties, Patents, Copyrights and Trademarks**

The Contractor shall pay all applicable royalties and license fees. If a particular process, products or device is specified in the contract documents and it is known to be subject to patent rights or copyrights, the existence of such rights shall be disclosed in the contract documents and the Contractor is responsible for payment of all associated royalties. To the fullest extent permitted by law the Contractor shall indemnify, hold the University harmless, and defend all suits, claims, losses, damages or liability resulting from any infringement of patent, copyright, and trademark rights resulting from the incorporation in the Work or device specified in the Contract Documents. Unless provided otherwise in the contract, the Contractor shall not use the University's name nor any of its trademarks or copyrights, although it may state that it has a Contract with the University.

#### **6.18 Indemnification**

The contractor shall indemnify, hold and save harmless the University, its affiliates and subsidiaries and their officers, agents and employees from losses, claims, suits, actions, expenses, damages, costs (including court costs and attorneys' fees of the University's attorneys), all liability of any nature or kind arising out of or relating to the Contractor's response to this RFP or its performance or failure to perform under the contract awarded from this RFP. This clause shall survive termination for as long as necessary to protect the University.

#### **6.19 Insurance**

The successful Contractor shall procure and maintain, at its expense, the following minimum insurance coverages insuring all services, work activities and contractual obligations undertaken in this contract. These insurance policies must be with insurers acceptable to the University.

##### **COVERAGES**

Workers' Compensation  
 Employer's Liability  
 Commercial General Liability including operations/completed operations, products and contractual liability (including defense and investigation costs), and this contract  
 Business Automobile Liability covering owned, leased, or non-owned autos  
 If the work involved requires the use of helicopters, a separate aviation liability policy with limits of liability  
 If cranes and rigging are involved, a separate inland marine policy with liability limits

##### **LIMITS**

Statutory Requirements (Kentucky)  
 \$500,000/\$500,000/\$500,000  
 \$3,000,000 each occurrence  
 (BI & PD combined) \$2,000,000 Products and Completed Operations Aggregate  
 \$2,000,000 each occurrence  
 (BI & PD combined)  
 \$100,000,000  
 \$20,000,000

The successful contractor agrees to furnish Certificates of Insurance for the above described coverages and limits to the University of Kentucky, Purchasing Division. The University, its trustees and employees must be added as additional insured on the Commercial General Liability policy with regard to the scope of this solicitation. Any deductibles or self-insured retention in the above-described policies must be paid and are the sole responsibility of the contractor. Coverage is to be primary and non-contributory with other coverage (if any) purchased by the University. All of these required policies must include a Waiver of Subrogation (except Workers' Compensation) in favor of the University, its trustees and employees.

#### **6.20 Method of Award**

It is the intent of the University to award a contract to the qualified Offeror whose offer, conforming to the conditions and requirements of the RFP, is determined to be the most advantageous to the University, cost and other factors considered.

Notwithstanding the above, this RFP does not commit the University to award a contract from this solicitation. The University reserves the right to reject any or all offers and to waive formalities and minor irregularities in the proposal received.

#### **6.21 Reciprocal Preference**

In accordance with KRS 45A.494, a resident Offeror of the Commonwealth of Kentucky shall be given a preference against a nonresident Offeror. In evaluating proposals, the University will apply a reciprocal preference against an Offeror submitting a proposal from a state that grants residency preference equal to the preference given by the state of the nonresident Offeror. Residency and non-residency shall be defined in accordance with KRS 45A.494(2) and 45A.494(3), respectively. Any Offeror claiming Kentucky residency status shall submit with its proposal a notarized affidavit affirming that it meets the criteria as set forth in the above reference statute.

#### **6.22 Confidentiality**

The University recognizes an Offeror's possible interest in preserving selected information and data included in the proposal; however, the University must treat such information and data as required by the Kentucky Open Records Act, KRS 61.870, et seq.

Information areas which normally might be considered proprietary, and therefore confidential, shall be limited to individual personnel data, customer references, formulae and company financial audits which, if disclosed, would permit an unfair advantage to competitors. If a proposal contains information in these areas and the Offeror declares them to be proprietary in nature and not available for public disclosure, the Offeror shall declare in the Transmittal Letter the inclusion of proprietary information and shall noticeably label as confidential or proprietary each sheet containing such information. Proposals containing information declared by the Offeror to be proprietary or confidential, either wholly or in part, outside the areas listed above may be deemed non-responsive and may be rejected.

The University's General Counsel shall review each Offeror's information claimed to be confidential and, in consultation with the Offeror (if needed), make a final determination as to whether or not the confidential or proprietary nature of the information or data complies with the Kentucky Open Records Act.

**6.23 Conflict of Interest**

This Request for Proposal and resulting Contract are subject to provisions of the Kentucky Revised Statutes regarding conflict of interest and the University of Kentucky's Ethical Principles and Code of Conduct ([www.uky.edu/Legal/ethicscode.htm](http://www.uky.edu/Legal/ethicscode.htm)). When submitting and signing a proposal, an Offeror is certifying that no actual, apparent or potential conflict of interest exists between the interests of the University and the interests of the Offeror. A conflict of interest (whether contractual, financial, organizational or otherwise) exists when any individual, contractor or subcontractor has a direct or indirect interest because of a financial or pecuniary interest, gift or other activities or relationships with other persons (including business, familial or household relationships) and is thus unable to render or is impeded from rendering impartial assistance or advice, has impaired objectivity in performing the proposed work or has an unfair competitive advantage.

Questions concerning this section or interpretation of this section should be directed to the University purchasing officer identified in this RFP.

**6.24 Copyright Ownership and Title to Designs and Copy**

The contractor and University intend this RFP to result in a contract for services, and both consider the products and results of the services to be rendered by the contractor hereunder to be a work made for hire. The contractor acknowledges and agrees that the work and all rights therein, including (without limitation) copyright, belongs to and shall be the sole and exclusive property of the University. For any work that is not considered a work made for hire under applicable law, title and copyright ownership shall be assigned to the University.

Title to all dies, type, cuts, artwork, negatives, positives, color separations, progressive proofs, plates, copy and any other requirement not stated herein required for completion of the finished product for use in connection with any University job shall be the property of and owned by the University. Such items shall be returned to the appropriate department upon completion and/or delivery of work unless otherwise authorized by the University. In the event that time of return is not specified, the contractor shall return all such items to the appropriate University department within one week of delivery.

## 6.25 University Brand Standards

The contractor must adhere to all University of Kentucky Brand Standards. University Brand Standards are maintained by the University Public Relations Office (UKPR) and can be viewed at <http://www.uky.edu/prmarketing/brand-standards>. Non-adherence to the standards can have a penalty up to and including contract cancellation. Only the UKPR Director or designee can approve exceptions to the University standards.

Graphics standards for the UK HealthCare areas are governed by UK HealthCare Clinical Enterprise Graphic Standards, found at: <https://ukhealthcare.uky.edu/staff/brand-strategy>.

Contractor warrants that its products or services provided hereunder will be in compliance with all applicable Federal disabilities laws and regulations, including without limitation the accessibility requirements of Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255) and Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. For purposes of clarity, updated regulations under Section 508 standards now incorporate WCAG 2.0, and for purposes of this agreement WCAG 2.0 Level AA compliance is expressly included. Contractor agrees to promptly respond to, resolve and remediate any complaint regarding accessibility of products or services in a timely manner and provide an updated version to University at no cost. If deficiencies are identified, University reserves the right to request from Contractor, a timeline by which accessibility standards will be incorporated into the products or services provided by Contractor and shall provide such a timeline within a commercially reasonable duration of time. Failure to comply with these requirements shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement.

Where any customized web services are provided, Contractor represents that it has reviewed the University's Web Policy and all products or services will comply with its published standards.

Contractor will provide University with a current Voluntary Product Accessibility Template (VPAT) for any deliverable(s). If none is available, Vendor will provide sufficient information to reasonably assure the University that the products or services are fully compliant with current requirements.

## **SCOPE OF SERVICES**

### **7.0 Detailed Services Defined**

- A. The Contractor is to construct a sprayed polyurethane foam roof based on the following specification. The primary roof system a 20-year warranted roof.
1. The fluid applied roofing system shall be a complete system of compatible materials creating a seamless, warranted, urethane roof membrane and approved for application on University of Kentucky projects.
  2. The foam for all University foam roofs shall be approved nominal 3.0 pcf density in place (ASTM D1622)
  3. Provide Owner with 20 Year Full System warranty as identified in the individual foam-roof project.
  4. Standard colors for top-coatings shall be white or approved alternate color.
- B. The foam shall be applied in a manner that insures positive flow of water from the roof system to the drains.
- Note: It is the intent of the specification to construct a urethane foam-roof system with positive flow to the drains. Therefore, whether the new or existing roof deck or the existing roof system is tapered or not, the contractor shall install foam to provide positive flow whether or not the drawings or project description indicates such.
- C. Sand granules shall be applied as a surface toughener. (See Section III - Execution for application instructions).
- D. In every category, all foam-roof coatings shall be equal or superior in every category to those supplied by Neogard Inc, Gaco or approved equal and as specified elsewhere in this document.

### **7.1 Chart of Unit Costs**

Refer to “**CHART OF UNIT COSTS**” attached to this document. Complete as required and return with proposal.

### **7.2 Optional Services**

Please describe any optional services your company would be able to provide to the University.

## **GENERAL TERMS AND CONDITIONS**

The University's General Terms and Conditions and Instructions to Bidders, viewable at [www.uky.edu/Purchasing/terms.html](http://www.uky.edu/Purchasing/terms.html) apply to this Contract and this contract includes the construction requirements as well [www.uky.edu/Purchasing.ccphome.htm](http://www.uky.edu/Purchasing.ccphome.htm).

## **EXTENDED PRICING**

The Contractor is willing to extend pricing to other state universities and University affiliate organizations within the Commonwealth of Kentucky?

YES

NO

## **PRICE CHANGES**

Prices will remain firm for the initial two year period of the price contract. The University or contractor may request a change in prices to be in effect for the length of the extension period. Any request for price changes must be received in the Purchasing Division in writing 30 days prior to the end of the current contract period. Upon approval by the Purchasing Division, prices shall remain firm for the length of the contract period. Any price changes must be substantiated by firm proof that conditions have changed in the industry, which would warrant a change in price.

## **PAYMENT AND PERFORMANCE BOND**

The Contractor shall furnish a Performance and Payment Bond for \$200,000.00 to assure:

- A. The faithful performance of this contract,
- B. The payment of all persons performing labor on this contract, including the payment of all unemployment contributions which become due and payable under Kentucky Unemployment Insurance Law, and
- C. Furnishing materials in connection with this contract.
- D. Should any project or a group of projects being conducted at any one time exceed this bond amount, the contractor will be required to submit additional bond(s) necessary to cover the amount of work being done over the \$200,000 limit.

## **COMPLETED OPERATIONS**

The Certificate of Insurance must verify Operations/Completed Operations and Contractual Liability Coverage for the operation performed by the Contractor under this Contract and to include the Indemnification provisions of these specifications as modified by this addition. The Certificate must specify the limits and deductibles applicable for property damage from paint and foam overspray per car/claim, per occurrence and aggregate.

The contractor shall to furnish insurance certificates when contract is signed and returned. The insurance who represents insurance companies who are authorized to do business in Kentucky. The University of Kentucky shall be named as an additional insured to protect risks as its interest appears.

## **TERMINATION FOR CONVENIENCE**

The University of Kentucky, Division of Purchasing, reserves the right to terminate this agreement without cause with a 30 day written notice. Upon receipt by the Contractor of "Notice of Termination," the contractor shall discontinue all services with respect to the applicable agreement. The cost of any agreed upon services provided by the contractor will be calculated at the agreed upon rate prior to "Notice of Termination," and a fixed fee contract will be pro-rated (as appropriate).

## **THE OWNER**

Wherever in these Contract Documents reference is made to the OWNER, it shall be understood to mean THE UNIVERSITY OF KENTUCKY. The University's Representative during construction shall be the designated University of Kentucky Facilities Division Representative.

## **LINE ITEM ADDITIONS TO CONTRACT**

- A. The University of Kentucky reserves the right to add related items to the contract at mutually agreed-upon line item costs. Specifically, for this Unit Price Contract, any related and required roof item that meets with the mutual consent of the Contractor and for a mutually agreed upon cost per unit.
  1. New item not listed, and/or
  2. Cost-adders/line item increases due to materials cost-increases that may occur during a contract period.

## **DRAWINGS, SPECIFICATIONS AND FIELD CONDITIONS**

- A. When pricing a roof system under the terms of the UPC, the Contractor will secure all data at the sites of the project such as convenience of receiving and sorting material, location of public services, and other information that will have a bearing on making their proposals or on the execution of the work. No allowance will be made for failure of the Contractor to obtain such site information prior to quoting.
- B. The Contractor shall be responsible for his own field measurements and review of conditions before ordering and materials or doing any work. Should the Contractor depend on any drawings provided or secured on-line for his calculations, no extra charge or compensation shall be allowed due to differences between the actual dimensions and those indicated on the drawings.
- C. Drawings for roof quotes may or may not be required of any or all re-roof projects.

## **STATEMENTS OF PRECAUTIONS**

- A. The specification includes precautionary measures for the Contractor to follow. Where applicable, the Contractor shall take any industry recognized standard precautionary measure(s). See General Conditions for insurance requirements and indemnity provisions.
- B. Contractor to meet all OSHA requirements for health and safety.

## **CONTRACT CONDITIONS**

To verify that the provisions are adequate to carry out the scope of the proposed Unit Price Contract, the Contractor shall carefully examine the specification and the Chart of Unit Costs listing the urethane-coated SPFR systems, roof elements, and roofing details. Should there be error, omission, or condition that he determines will prevent a satisfactory product, the Contractor shall notify the Purchasing Division, in writing, no later than 7 days prior to the bid date for clarification or interpretation. For such needed items determined after the execution of the contract, see **ITEM ADDITIONS TO CONTRACT**.

## **COORDINATION OF WORK**

The Contractor may be required to prepare a schedule and coordinate with the Owner's Representative as to when the work will start and the duration of the work for each roof project or work operation. When required, the Contractor will give the Owner's Representative seven (7) days' notice of the date that work will begin.

## **VENDOR APPEARANCE**

All contracted vendors performing work for the University of Kentucky must dress in a professional manner. A company uniform is preferred but, if not provided, workers should wear work-attire that is appropriate and not provocative or risqué. Due to roof-top temperature conditions; dress attire should be appropriate; however, in public areas casual sportswear such as shorts, sweat suits, t-shirts, or tank tops are not appropriate apparel. The attire is intended to portray the image of well-groomed and neat appearing individuals. Contracted Vendors are expected to take pride in their personal hygiene.

## **EMPLOYEE CONDUCT**

It shall be the Contractor's responsibility to control the conduct of all his employees while on the University's campus and professional conduct must be exercised at all times. Loud and boisterous conduct will not be tolerated. Cursing and abusive language is prohibited. Further, offensive language, sexual or other types of harassment of University students, faculty, staff, or visitors may result in immediate and permanent dismissal of the offending person(s) from the campus. Courtesy to others must be exercised, displaying a good attitude and character. It must be understood that any worker using or under the influence of alcohol and/or controlled substances (other than prescription medications) will not be allowed on the campus of the University of Kentucky and will be permanently dismissed from working on campus.

Medical Center Facilities Division Vendor and & Contractor Guide will become part of any project completed within the Medical Center Campus.

## **IDENTIFICATION BADGES**

Identification badges are required for all projects on the Medical Center Campus and would be preferred for the entire campus. ID badges may be purchased for a cost of \$\_\_\_\_\_ per badge. All employees working on the Medical Center are required to have an ID badge. Contractor will be required to coordinate obtaining the badges through the Project Manager.

## **NOTICE AND SERVICE THEREOF**

Any notice to any contractor from the Owner, relative to any part of this Unit Price Contract, shall be in writing and considered delivered and the service thereof completed when said notice is posted by registered mail to the said contractor at the last known address. The notice may also be delivered in person to the said contractor or his authorized representative on the work site.

## **OWNER/CONTRACTOR COMMUNICATION**

All directions to the Contractor shall be from the Facilities project representative during construction.

## **SUPERVISION**

The Contractor is responsible for supervision of his work and that of his subcontractor(s). The Contractor shall personally supervise all work approved through this contract or have a competent superintendent, satisfactory to the Owner, on the work site at all times during work hours with full authority to act for him.

## **WALK THROUGH**

- A. Once the Unit Price Contract is in place, before work is begun on any Purchase Order, a walk-through of any roof and/or project may be required to document the condition of the space, surfaces, or equipment. It is the responsibility of the Contractor for the scheduling of the walk-through with the Owner and/or other interested parties.
- B. During the walk-through, Contractor and the Owner shall mutually document all damaged surfaces or other defective items that exist prior to construction.
- C. During the walk-through, Contractor and the Owner shall inspect and document the condition of all AHU dampers and intakes effected by the outages necessary for the completion of this project to insure the working condition prior to and after construction on the project.
- D. The walk-through shall include affected landscaping areas.
- E. If conditions require, Color photographs of mutually agreed upon situations are to be provided and labeled by Contractor and one copy of such photographs are to be given to Owner.
- F. When required, written documentation of the walk-through is to be provided by the Contractor and/or the Owner with copies distributed to all parties.

## **CONSTRUCTION SCHEDULE**

The Facilities Representative shall be responsible for coordinating allowable work times for the Contractor.

- A. In general, work at the job site can be the time between daylight and dark.
- B. With Owner permission, work may be done after dark with the use of artificial lighting.
- C. Saturday, Sunday, and/or Holiday work is acceptable when approved by the Project Manager.

## AUTHORIZATION OF WORK

For each individual project to under this contract, a separate order will be issued. The process for project authorization will be as follows:

**NOTE: No work shall be started and/or completed without an authorized purchase order having been issued. Should the Contractor start and/or complete a project an authorized purchase order the contractor is taking the risk of not being paid for such work.**

- A. The Owner will identify a project and the bounds of that project to the Contractor either with drawings, specifications, and/or a site visit (on smaller projects, a site visit may be all that is required).
- B. For each identified project, using the unit prices of the UPC the Contractor shall present a written quote to the Owner including a project item number.
- C. **The Chart of Unit Costs contains certain line items for “Allowances.” These are for items that are known to be required to complete a project but with no way to be specific as to the number of units required, used, nor the total cost. The Contractor is to use these allowance line items and estimate the number of units required and the cost of each applicable item in producing a quote for issuance of a Purchase Order. Should the estimated cost be more than stated, the Contractor shall provide an approved quote for a Change Order to the Project Manager. If less, the Contractor shall note the Project Manager approved under-use and deduct that amount(s) from the final invoice.**
- D. Should there be work operations required and/or requested that are not included in the Chart of Unit Costs, the Contractor should identify these and include quotes for such items. The un-included items shall be reviewed and be mutually agreed upon by the Contractor and the Project Manager prior to proceeding.
- E. Projects under this contract will generally be those limited in scope to under \$200,000; there may be exceptions.
- F. The University of Kentucky reserves the right to reject any Unit Price Contract Proposal for a project and request sealed bids.

## **SMOKE DETECTORS/FIRE ALARM SYSTEMS**

At times, the Contractor may have work to do in an interior space or whose work will have an effect on the atmosphere of an interior space protected by a fire alarm system. Therefore, the Contractor shall protect all smoke detectors in Work areas to prevent false alarms. The Contractor will be responsible for any false alarm caused by dust created in their Work areas or dust traveling to areas beyond the Work, past inadequate protection barriers. If there is a need for an existing or newly installed fire alarm system or parts of that system to be serviced, turned off, or disconnected, prior approval must be obtained from the Owner's Project Manager and notification given to the Campus Dispatch Office. The Contractor must follow the procedure outlined for Utility Outages and the contractor shall pay any documented charges by the responding fire department due to a possibly unanticipated false alarm. As soon as all Work is completed, notification must be given to the Owner's Project Manager and to the Campus Dispatch Office prior to reactivation of the system. Prior to Final Payment to the Contractor, all protected smoke detectors will be uncovered and tested

## **FIRE PROTECTION DURING CONSTRUCTION**

The Contractor will maintain fire protection as required by the Kentucky Building Code. If the Contractor utilizes University owned portable fire extinguishers during, then the Contractor is responsible for servicing the extinguishers utilized. Contractors are responsible for training their employees in using fire-fighting equipment.

## **FIRE TRUCK ACCESS**

During construction, access to the surrounding building must be maintained for local fire truck access.

## **DELIVERIES**

The route for delivery of materials shall be coordinated with the **Facilities** representative.

## **SANITARY FACILITIES**

- A. The Contractor will be allowed to use toilet facilities in the building. Should he or his staff not maintain cleanness in these facilities he will be required to provide portable toilets for his staff.
- B. Drinking water shall be provided from an approved safe source so piped or transported keeping the water clean, fresh, and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing governing health regulations.

## **TELEPHONE SERVICE**

On-site phone service will be required for each work crew. Cell phones are acceptable. Contractor will provide a 24-hour phone number for emergency contact with his bid. In addition, the Contractor shall provide to the Owner, a 24-hour phone number(s) for use in the case of emergency or leaks.

## **MAINTENANCE OF EXISTING FACILITIES**

The building will remain in use and the Owner shall have access to the existing building(s) throughout the duration of the project. The contractor shall:

- A. Coordinate construction activity to assure the safety of those who must cross the project site and shall cooperate with the Owner in minimizing inconvenience to, or interference with normal use of existing building and grounds by staff, students, other Contractors, or the public.
- B. Provide and maintain the necessary barriers and accommodations for a completely safe route of accessibility.
- C. Insure that all exits provide for free and unobstructed egress. If exits must be blocked, then prior arrangements must be made with the Owner's Representative.
- D. Conduct operation to prevent damage to adjacent building structures and other facilities, as well and in such a manner to protect the safety of building's occupants.
- E. Make special effort to prevent his employees from entering existing buildings for reasons except construction business.

## **UNRELATED PROJECTS**

Unrelated construction projects may be under way during the course of the work related to this Unit Price Contract. The Contractor must coordinate with any other contractors working if work areas overlap.

## **UTILITIES**

The Owner will provide water and electricity for this Contract. The Contractor shall provide for all temporary taps, lines, boxes, lighting, and installation of the same for construction operations. Electricity shall not be used for area heating purposes. In the event that the Contractor is wasteful with these utilities, the Owner shall charge the Contractor accordingly.

## CONTRACTOR VEHICLES AND PARKING AT THE WORK SITE

The University of Kentucky will control the number of private vehicles driven onto the University and particular onto the work site. **The Contractor is hereby put on notice that, unless the vehicle on site is required, the Contractor must remove it or the University will tow it/them at the Contractor's expense.**

- A. Without permission, no parking will be allowed outside the staging areas. Staging areas will be agreed to prior to the beginning of work at any site.
- B. Excessive turf damages due to unauthorized traffic to and from the work site and outside staging areas shall be returned to normal conditions after all work is completed at that site. Normal shall mean the condition of the turf prior to the start of the project.
- C. To the degree that it is possible, parking and repeated driving within the drip line of trees is to be avoided. Staging areas should be laid out with this consideration in mind.

The Contractor may park in campus lots during the school "in session" months but must purchase parking permits to do so. The Contractor must be mindful that parking spaces may or may not be available near work sites depending on the parking demand on the date of need. Note this fee could change every year.

## CONSTRUCTION FENCE

### NOTE 1: No holes in blacktop

No fence posts will be allowed to penetrate blacktop surfaces. Manufactured stands and/or buckets containing concrete or other heavy material shall support such posts.

### NOTE 2: Foam pump and materials trucks exception

The UK Fire Marshal has made an exception to the fence requirement for urethane-coating SPFR pumps and materials trucks and trailers that are not left on site overnight. The trucks and trailers must have a daily temporary barrier between them and any adjacent walkway or areas of activities and shall have an attendant at the vehicle and/or trailer at all times (This barrier must comply to paragraphs A and/or B following). If not adjacent to walkways and/or activities, traffic cones strategically placed will suffice. The contractor should keep all materials and equipment behind the barrier and preferably within the vehicles. If any vehicle or trailer is to remain on site overnight or for the duration of the project, the fencing requirement of this section will be in full force.

All fencing to comply with Section 3304.0 of the Kentucky Building Code except where the following requirements are more stringent:

- A. All job site fencing perimeters within 5 feet of a walkway, street, lot line, or public way shall be 8 feet in height.
- B. All job site perimeter fencing more than 5 feet from a walkway, street, lot line, or public way shall be a minimum of 6 feet in height.
- C. All fencing shall be of a woven material such as chain link or a solid type fence. Fencing shall include gates required for construction operations. Gates shall be lockable with both the Contractor's lock, and a lock provided by the Owner with either gaining access without the other.
- D. It shall be the Contractor's responsibility to determine the proper quality of materials and methods of installation of the fencing, with the understanding that it must be maintained in good condition, good appearance, rigid, plumb, and safe throughout the construction period. The fence does not have to be new material.
- E. The Contractor shall be responsible for removing and replacing any fence sections and/or posts necessary for access to the site on a daily basis. The Contractor shall reset the fence and posts and assure that they are in place at the close of the working day.
- F. Contractors and Subcontractors not complying with the requirements of this Article 16 shall be given written notifications by the Owner. If compliance is withheld, the Contractor may be charged for Work done on his behalf provided approval is gained from the Owner prior to issuance of the charge.
- G. With Owner approval, plastic construction fence may be used in areas not close to pedestrian traffic. However, the plastic fence must be kept in a well-maintained condition including tying to posts at the top and the middle and having a wire threaded through the top of the fabric to keep the fence from drooping in the spans.

## **CODES AND STANDARDS**

The design, construction, and performance of materials provided under the terms of this contract will meet and exceed the requirements of the latest issue of applicable codes and standards of the following authorities:

Kentucky Building Code  
Occupational Safety and Health  
Administration National Fire  
Protection Association Underwriters  
Laboratories  
State and Local Fire  
Marshals City and  
County Building Codes

All work done on this Contract will include all work required by the applicable codes and standards.

## **CRANE & MATERIAL HOIST OPERATIONS**

- A. Contractor shall provide appropriate barriers around crane and material hoist to protect pedestrian and vehicular traffic around operating area. When crane is operating or moving, provide flagmen to prevent pedestrian and vehicular traffic from crossing pathway of crane or lift. Contractor's flagmen shall coordinate these activities with the appropriate security personnel.
- B. Crane and material hoist shall be safely secured and inaccessible during non-operating hours.
- C. Any damage to trees, shrubs, or plant material at the placement of crane or material hoist shall be repaired by tree surgery or replaced as directed by the Owner.

## **HOT WORK PERMITS**

All work in or on occupied buildings of the University of Kentucky campus will require the contractor to obtain approval to perform "Hot Work" on site. Hot work is defined as being any operation involving open flames or producing heat and or sparks. This includes, but is not limited to, Brazing, Cutting, Grinding, Soldering, Thawing Pipe, Torch Applied Roofing, and Cad welding. The Project Manager will provide a "Hot Work Permit" form and procedure information should one become necessary.

## **HAZARDOUS MATERIALS**

When part of a roofing project, the Unit Price Contract requires the Contractor to remove asbestos containing roofing material (ACM). The contractor shall follow all codes, Federal and local in the removal and disposal of the ACM. **When encountering other than roofing materials, the following requirements pertains only to non-roof system associated ACM and polychlorinated biphenyl (PCB).**

- A. In the event the contractor encounters non-roof material reasonably believed to be asbestos or polychlorinated biphenyl on the site, which has not been rendered harmless, the contractor shall immediately stop work in the area affected and report the condition to the Facilities representative. The work in the affected area shall not thereafter be resumed, if in fact, the material is asbestos or polychlorinated biphenyl and has not been rendered harmless. The work in the affected area shall be resumed upon the absence of asbestos and/or polychlorinated biphenyl, or when it has been rendered harmless. The contractor shall not be required to perform any work relating to non-roof asbestos or polychlorinated biphenyl.

## **TEMPORARY WORK**

All required temporary work shall provide for safe and proper performance of the work. The Contractor shall be responsible for adequate design and construction of all temporary work used in construction of Contract Work.

## **CUTTING AND PATCHING**

Cutting and patching shall be done by craftsmen skilled and experienced in the trade or craft that installed or furnished the original work. Repairs shall be equal in quality and appearance to similar adjacent work and shall not be obviously apparent as a patch or repair. Work that cannot be satisfactory repaired shall be removed and replaced.

Any existing item that is to remain and is damaged during construction shall be replaced at the Contractor's expense.

## **TEST AND INSPECTIONS**

Unless otherwise noted herein the cost of testing shall be paid for by the contractor with the testing laboratory approved by the Owner and/or the Manufacturer as required. Refer to the Technical Specifications for particular testing requirements, and/or work performed or coordination required by the Contractor in connection therewith.

## **CLEANING AND TRASH REMOVAL**

- A. The Contractor shall provide adequate trash containers of proper size. The Contractor shall remove all trash from projects daily.
- B. The Contractor shall keep the construction area, adjacent non-work area, and streets used as access to and from the site free and clean of debris.
- C. Other than designated construction staging areas, all exit ways, walks, drives, grass areas, and landscaping must be kept free of debris, materials, tools and vehicles at all times.
- D. On a daily basis, the Contractor shall be responsible for removal from the site of all liquid waste or other waste (i.e. hazardous, toxic, etc.) that requires special handling.
- E. Dumpsters will not be provided by the Owner.

## **PROJECT COMPLETION INSPECTION**

Prior to requesting final inspection for any given project, the contractor shall complete the following:

- A. All work required by the specifications and drawings, and
- B. Final clean up requirements, including repair of any damaged or marred surfaces including landscaping.

## **CHANGE ORDERS**

Change orders must be negotiated prior to the work being done and approved by the Project Manager, in writing. All change orders are subject to the approval of the Purchasing Division.

## **INVOICING**

Vendor's invoice must correspond with item number and product number stated on the purchase order. The Contractor may be required to submit an itemized invoice on all work completed.

## **PAYMENT**

- A. The Contractor may request partial payments if agreeable to the Owner.
- B. Final payment for each project will be processed only upon receipt of the executed warranty document(s) by the Owner unless waived by the Owner.

## **CORRECTION OF WORK AFTER FINAL PAYMENT**

Neither the final certificate of payment, nor any provisions in the contract documents, shall relieve the Contractor of responsibility for faulty materials or workmanship.

- A. The Unit Price Contract lists the warranty and liability periods for each work item or roof system.
- B. The Owner shall give notice of observed defects with reasonable promptness.
- C. The Contractor shall be expected to respond within 48-hours for a warranty-leaking and/or emergency situation.
- D. The Contractor will be expected to respond within 5 working days for a non-leaking warranty situation.

## **GUARANTIES AND WARRANTIES**

See Technical Specifications

## WARRANTY & PERIOD OF LIABILITY

Final certificate of payment, any provisions in the Contract Documents, partial or entire payment, nor occupancy of the premises by the Owner, shall constitute an acceptance of work not done in accordance with the Unit Price Contract and project specification documents. Further, it does not relieve the Contractor of liability in respect to any expressed or implied warranties or responsibility for faulty materials or workmanship.

1. The Contractor shall guarantee the urethane-coated SPFR will be free of any and **all defects** in labor and material for a period of one (1) year from the date of substantial completion (unless special conditions and/or additional warranty periods are required in the Unit Price Contract and/or other Documents). The Owner will give notice of observed defects with reasonable promptness.
2. The Owner will further requires of the Contractor, repairs of ordinary, non-external caused, foam delamination and coating blisters for the life of the warranty. It is the Owner's decision that these type foam-roof situations are minor failures due to anomalies created by and in the process of installation and on-site construction of urethane-coated SPFR. The Owner expects these type situations to diminish in the ensuing years and completely disappear long before the end of the warranty period.
3. The list following are types of urethane-coated SPFR situations/failures for which the contractor will not be held responsible. This includes, but is not limited to, expendable roof associated items, building failures and/or defects, rooftop-equipment created damages, water-beds (unless created by faulty roof construction), roof-top abuse by Owner personnel and/or other contractors, and damages created by natural events.

**END OF SECTION**

**UNIT PRICE CONTRACT FOR CONSTRUCTION OF NEOGARD URETHANE-  
COATED POLYURETHANE FOAM ROOF (SPFR) SYSTEMS**

**SECTION I. SPFR UNIT PRICE CONTRACT (UPC)**

**A. CONTRACT INTENT**

The primary intent and focus of the Unit Price Contract (UPC) is for the construction of warranted 10-year and 20-year urethane-coated SPFR systems on University of Kentucky buildings. Listed on the Chart of Unit Costs is a menu of roof systems, roof components, roof work operations, and other work items that are required and/or advantageous for the University to use in conjunction with the construction of urethane-coated SPFR systems or use for individual roof repair and/or inspections. When only one individual item of minor cost is required, there may be allowed a one-time charge or added labor charges over and above the item(s) unit cost to cover the Contractor's expenses. There is a line item on the chart for pricing this one-time charge. When minor items are included as part of a major roof system, no one-time charge will be allowed.

**Note: While the University intends to use this Unit Price Contract for the purchase and installation of urethane-coated SPFR and/or associated work, the execution of a Unit Price Contract does not limit or remove the University's right not to use the Unit Price Contract and to bid any urethane-coated SPFR and/or item listed in the contract.**

**B. GENERAL**

1. The acceptance, and execution of this document provides for a contract between the successful and qualified Offeror (Contractor) and the Facilities Division of the University of Kentucky

**Note: While this contract is administered by the University of Kentucky Facilities Division, it is intended for any University of Kentucky owned property at any location in Kentucky. Further, the contract can be used by any Official State of Kentucky institution for installing urethane-coated SPFR systems.**

2. The Unit Price Contract shall be in force beginning \_\_\_\_\_ and extend through \_\_\_\_\_ (and shall be renewable annually under the terms set forth by the Purchase Division of the University of Kentucky).
3. This contract provides for the construction of a urethane-coated SPFR system to be chosen from a menu of urethane-coated SPFR types, field conditions, urethane-coated SPFR components, roof accessories, and/or other work operation.
  - a. The basic roof systems on the chart menu are for turnkey roofs on a building-ready roof project i.e. a deck and building ready for application/construction of a urethane-coated SPFR system with no other work required.

- b. All adders on the menu are for those items that are required to prepare a roof deck and other building components for a urethane-coated SPFR application or are required to enhance and complete the roof application/construction of paragraph B.3.a above.
- c. Other work operations listed on the menu may or may not be required as part on a new or replacement roof application and may or may not be used independently of a roofing project.
- d. Any building decorative belt, water table, cornice, and/or soffit upon which there are roof components, is considered as a part of the building roof system and may or may not require a roofing application as part of any project.

### C. CONTRACT EXECUTION

1. The Chart of Unit Costs lists urethane foam-roof types, field conditions, roof components, roof accessories, and/or other work operation that are part of this Unit Price Contract and includes items that may or may not affect, or be required in, the construction of any specific urethane-coated SPFR and/or other roof work operation.
2. Once a roof project is identified, the Contractor and Owner visit and review the proposed roof. Drawings may or may not be required and will be provided to the Contractor as necessary or requested.
  - a. The Contractor is to choose those items from the UPC Chart of Unit Costs (field conditions, roof components, roof accessories, and/or other work operations) that are required to produce the specific urethane foam-roof system requested by the University of Kentucky on the chosen site.
  - b. The Contractor will use the Unit Price Contract to produce the proposal for the roof, re-roof, or other requested work operation involving a urethane foam-roof system.
  - c. The Contractor shall present, to the Project Manager on an official document, a quote in line-item form totaling his quote the Project Manager for the specified roof system and/or work operation(s). The quote document is to include a roof-top drawing indicating the proposed roof area(s). Examples below taken from roof quotes produced under the current UPC.
  - d. The Contractor and the Project Manager will review the quote and component list and make adjustments as may be required.

**Note: Based on the Unit Price Contract, if a contract price cannot be agreed to, either party has the right not to proceed with a Unit Price roof project.**

3. With the approval of the urethane foam-roof plan and quotation, a Purchase Order will be issued through the University of Kentucky Purchasing Division for construction of the roof or other work operation(s) required by the project.
4. No work is to start until a Purchase Order has been issued.
5. Once the contract is executed with the successful proposal, the following specification will be used for the construction of urethane-coated SPFR systems.

## UK – Charles E. Barnhart (Section 2) 10 Year Full System

<u>Line Item</u>	<u>Item Description</u>	<u>Measuring Unit</u>	<u>Number Units</u>	<u>Unit Costs</u>	<u>Total Cost</u>
11	Neogard Foam Roof System	Square Foot	18,400	\$XX.XX	\$XXXXX.XX
61	Apply Top Coating to Contractor Cleaned Surface (Foamed Walls)	Square Foot	1,672	\$XX.XX	\$XXXXX.XX
77	Remove and Dispose of Ballast from Existing Membrane	Square Foot	18,400	\$XX.XX	\$XXXXX.XX
84	Prep Existing Roof Surface (Foamed Walls)	Square Foot	1,672	\$XX.XX	\$XXXXX.XX
96	Install approved OSHA type ladder up to 17 Feet	Each	2	\$XX.XX	\$XXXXX.XX
104	Installation of Mechanically Attached 5/8" Gypsum Board	Square Foot	12,309	\$XX.XX	\$XXXXX.XX
125	Install 24 Gauge Stainless Steel Foam Stops	Linear Foot	925	\$XX.XX	\$XXXXX.XX
136	55' High Reach Forklift	Per Day	12	\$XX.XX	\$XXXXX.XX
138	Generator Rental (Allowance)	Per Day	12	\$XX.XX	\$XXXXX.XX
141	Wind Screen to Prevent Overspray	Per Project	1	\$XX.XX	\$XXXXX.XX
142	Building Masking to Prevent Overspray	Per Project	1	\$XX.XX	\$XXXXX.XX
<u>149</u>	<u>30 Yard Dumpster (Allowance)</u>	<u>Each</u>	<u>11</u>	<u>\$XX.XX</u>	<u>\$XXXXX.XX</u>
				<b>Total</b>	<b>\$XXXXXX.XX</b>

**Note:** Roof needs infrared scan, any existing damaged / wet roofing materials will be removed / and replaced per unit costs.



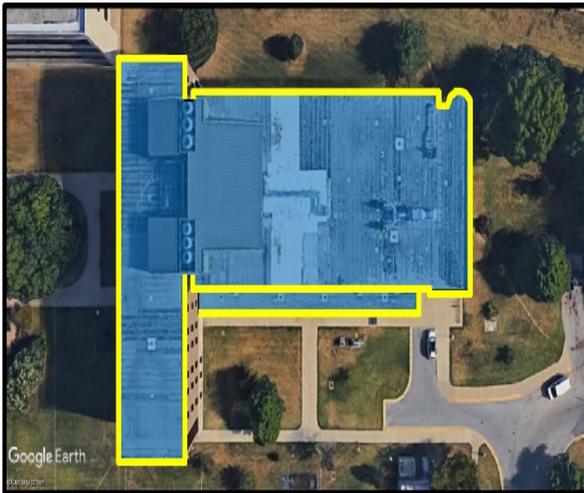
**Blue** – Indicates area of work.

**Red X** – Indicates area of new ladder.

## UK - Plant & Soil Sciences Building - 10 Year Full System

<u>Line Item</u>	<u>Item Description</u>	<u>Measuring Unit</u>	<u>Number Units</u>	<u>Unit Costs</u>	<u>Total Cost</u>
11	Neogard Foam Roof System	Square Foot	27850	\$XX.XX	\$XXXXXX.XX
84	Powerwash Roof Surface	Square Foot	27850	\$XX.XX	\$XXXXXX.XX
122	24-Gauge Galvanized Steel Foam Stop	Linear Foot	950	\$XX.XX	\$XXXXXX.XX
138	Generator (Allowance)	Per Day	15	\$XX.XX	\$XXXXXX.XX
130	Setup > 2 to 5 Stories	Per Project	1	\$XX.XX	\$XXXXXX.XX
134	Crane Rental (Allowance)	Per Day	2	\$XX.XX	\$XXXXXX.XX
141	Use of Wind Screen on Rooftop to Prevent Overspray	Per Project	1	\$XX.XX	\$XXXXXX.XX
142	Building Masking to Prevent Overspray	Per Project	1	\$XX.XX	\$XXXXXX.XX
149	Dumpster	Each	3	\$XX.XX	\$XXXXXX.XX
153	Laborer (Remove Perimeter Sheet Metal)	Man Hour	100	\$XX.XX	\$XXXXXX.XX
153	<u>Laborer (Allowance)</u>	<u>Man Hour</u>	<u>130</u>	<u>\$XX.XX</u>	<u>\$XXXXXX.XX</u>
				<b>Total</b>	<b>\$XXXXXX.XX</b>

**Note:** This proposal includes an infrared scan to determine areas of trapped moisture. Any anomalies found will be torn out and replaced per unit costs. Lightning protection system modifications and certification by Owner.



**Blue Area** - Indicates area of re-roof.

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

## SECTION II SPECIFICATION FOR SPFR SYSTEMS

### A. GENERAL

1. The Contractor is to construct urethane-coated SPFR based on the following specification. The primary roof system is either a 20-year warranted urethane-coated SPFR. 10-year warranted roofs may be constructed as budgets may dictate.
  - a. The fluid applied roofing system shall be a complete system of compatible materials creating a seamless, warranted, urethane roof membrane and approved for application on University of Kentucky projects.
  - b. The foam for all University urethane-coated SPFR shall be approved foam nominal 3.0 pcf.
  - c. Standard colors for top-coatings shall be primarily White or Gray generally in location where reflectivity of white is a distraction. Other colors may be required for a special application.
  - d. Provide Owner with either a 20 or 10 Year Full System warranty as identified in the individual foam-roof project.
  - e. Warranty shall be provided by the spray polyurethane foam manufacturer and/or the urethane coatings manufacturer.
2. The foam shall be applied over the existing deck and/or Owner acceptable existing roof system in a manner that insures positive flow of water from the roof system to the drains. The Unit Price Contract line item menu provides for pricing tapered insulation applications to insure positive drainage.

**Note: It is the intent of the specification to construct a urethane foam-roof system with positive flow to the drains. Therefore, whether the new or existing roof deck or the existing roof system is tapered or not, or indicated or not on the drawings, the contractor shall install foam to provide positive flow to the drains. To this end, the Unit Price Contract line item menu provides for pricing tapered insulation installations.**

3. Sand granules shall be applied to toughen the surface. (For application instructions see Section IV - Execution).
4. In every category, all foam-roof coatings shall be equal or superior in every category to those supplied and/or required by Neogard Inc. of Dallas, Texas and as specified elsewhere in this document.

### B. CONTRACTOR QUALIFICATIONS

1. If ALPHA certified; proof of certification and current Contractor Rating.
2. Contractor to have, and have maintained, fully accredited status with Spray Polyurethane Foam Alliance "Contractor Company Accreditation Program" for a minimum of the past 5 years.
3. Contractor shall be approved by the Coating and Foam Manufacturers as licensed applicators for bidding and constructing urethane-coated SPFR using their products.

4. The Contractor shall be able to show proof that all his workers and employees on this project are citizens or legal residents of the United States.
5. The Contractor shall be able to show proof that all supervising personnel on site will have current 30 hour O.S.H.A. cards prior to the start of the project.
6. Contractor shall provide proof that he has installed a minimum of 1,000,000 square feet of urethane-coated SPFR and provide addresses of two roofs within one day's drive for inspection by Facilities staff.
7. Bidder shall provide proof that he is able to respond (after notification by Owner) to leaking repairs within 48 hours and non-leaking repairs within 5 working days.

### **C. QUALITY ASSURANCE**

1. All work by the Contractor shall be done in a professional manner by experienced, qualified applicator(s).
2. Industry standards shall dictate acceptance of all equipment, application techniques, safety requirements, and meet OSHA standards, etc.
3. Underwriter's Laboratories (ASTM E108/UL 790) shall rate the complete fluid applied roofing system Class A.
4. Contractor shall provide Owner with either a 20 or 10 Year Full System warranty.
  - a. 20-year UK specification foam-roof system. Manufacturer and Applicator agree to repair leaks and/or polyurethane foam and/or membrane failures with no exclusion for the following:
    - Faulty materials,
    - Faulty workmanship (includes blistering and delaminating during the life of the warranty),
    - Ordinary wear and tear,
    - Severe hail damage, in accordance with Factory Mutual Research Corporation (FMRC) simulated hail tests,
    - 90 mph wind forces,
    - Damage caused by birds,
    - Ponding water, and
    - Normal (non-public) pedestrian traffic.
  - b. 10-year UK specification foam-roof systems warranty with foam Manufacturer and Applicator agree to repair leaks and/or polyurethane foam and/or membrane failures with no exclusion for the following:
    - Faulty materials,
    - Faulty workmanship (includes blistering and delaminating during the life of the warranty), and
    - Ordinary wear and tear.

5. Other than notification of a problem to the Contractor and/or Manufacturer after the expiration of the warranty/guaranty, the University of Kentucky will accept NO warranty/guaranty language that limits the University's right to require the Contractor and/or Manufacturer to provide warranty/guaranty repairs. Any language that limits the University's rights to repair or restitution shall result in rejection of the contractor's proposed system.

#### **D. QUALIFICATION SUBMITTALS**

1. Contractor shall submit (Submittals must satisfy all requirements of paragraphs B & C above whether or not included in this section):
  - a. If ALPHA Certified, proof of certification and current Contractor Rating
  - b. Proof of fully accredited status with Spray Polyurethane Foam Alliance "Contractor Company Accreditation Program" for a minimum of the past 5 years
  - c. Proof of approval by the Coating and Foam Manufacturers as licensed applicators for bidding and constructing this project.
  - d. A sample copy of the warranty document(s) with presentation.
  - e. Proof that all his workers and employees on this project are citizens or legal residents of the United States.
  - f. Proof that all supervising personal on site will have current 30 hour O.S.H.A. cards prior to the start of the project.
  - g. Proof of installation of a minimum of 1,000,000 square feet SPFR with urethane coatings.
  - h. Addresses and contacts of two urethane SPFR-coated roofs within one day's drive for inspection by Facilities staff.
  - i. Proof that he is able to respond (after notification by Owner) to leaking repairs within 24 hours and non-leaking repairs within 5 working days.

2. Offeror Foam-Roof Required Quote

The Offeror shall use his completed Chart of Unit Costs to visit on-site, develop, and submit a formal foam-roof quote as part of his presentation. The building chosen of this exercise is the Mandrell Hall at 631 South Limestone Street. For access to the roof, contact David Tyler at [dt Tyler@email.uky.edu](mailto:dt Tyler@email.uky.edu) or Cell 859-327-2834. Mr. Tyler will provide the Offeror with any information he may require to produce the on-site quote. For format, use the examples of past quotes shown in previous content at SECTION I - FOAM ROOF UNIT CONTRACT (UPC) - Paragraph C.

**Note: The two example charts line-item numbers were drawn from the expiring Unit Price Contract; therefore, the line-item numbers on them are irrelevant for the requested quote below.**

From the completed itemized Chart of Unit Costs, the Offeror shall choose and summate the items that are required to produce the roof system and the proposed cost of the completed roof. The following items must be included in the quote.

- 10-year warranty Foam-Roof System
- The Owner will not accept a “rough/pebbly” finish on the roof surface
- Assume infrared investigation discovered 250 sf of wet insulation
- Install new roof hatch at location indicated by David Tyler
- Install new ladder from the floor level below to roof hatch.

#### **E. PRODUCT DELIVERY, STORAGE, AND HANDLING**

1. Materials shall be delivered in original sealed containers, clearly marked with supplier's name, brand name, and type of material. Containers are to bear UL labels.
2. Contractor shall provide the necessary storage facilities for the materials throughout the project. Recommended storage temperature is 75 degrees F. The material shall not be stored in direct sunlight for extended periods.

#### **F. CONTRACTOR REQUIREMENTS**

1. Prior Notification and Property Damage Precautions
  - a. It is the sole responsibility of the Contractor to protect all unmovable objects within
  - b. the area of spraying operations and restore to original condition items or areas that are over sprayed or damaged.
  - c. The Contractor shall notify the University of Kentucky Facilities Division on the previous day in advance of spray operations in order that occupants of the building, adjacent and/or affected buildings, and possibly parking lots may be notified. This is to give ample time for occupants and owners of automobiles to prepare for the roofing application.
  - d. Should there be an incident of property damage the Contractor and/or his Insurance carrier shall promptly handle the situation to the satisfaction of the individual and/or entity damaged.
  - e. The contractor shall provide protection for all building components, landscaping, and equipment that may be damaged as the work progresses.
  - f. Overspray on the building visible from the ground is unacceptable. The Contractor will be required to mask and protect such areas where such overspray might occur. The Owner shall approve of such masking prior to spraying operations.
  - g. The contractor **SHALL** protect all roofing-materials transportation hoses at potential wear points such as parapet walls, eaves, gutters, etc. There can be no exception. Ruptured hoses and/or spills of roofing materials are unacceptable and the Contractor will be physically and/or financially responsible for damages and for removal of stains and/or replacement of building elements damaged.

**Note: Should Contractor generated damages occur to the University's property, final payment will not be processed until the damage is cleaned and/or repaired to the Owner's satisfaction.**

## SECTION III. PRODUCTS

### A. MATERIALS (Some of the following only when required)

The materials listed following are the items normally used in the construction of a foam roof for the University of Kentucky. These may or may not be used on any particular project. This list of products is not exhaustive of those required to produce a completed foam roof. See UPC document.

1. Fiber Board (coated 6 sides)
  - a. If or when specified and/or required, fiber Board shall be 1/2-inch, thick board mechanically fastened to metal or other type deck. The contractor shall provide samples or obtain approval prior to installation of the fiberboard.

**Note: Fiber Board is being included in the list of materials for use under foam roofs; however, it will be considered the last choice and must always be approved by the Owner prior to proposal and/or use.**

2. Gypsum Sheathing
  - a. If or when specified and/or required, gypsum sheathing shall be 5/8-inch and shall be mechanically fastened to metal or other type deck **(must be used over metal decks prior to foam application)**.
  - b. Densdeck 1/2" and 5/8" If or when specified and/or required, densdeck and shall be mechanically fastened to metal or other type deck **(if chosen for use, must be used over metal decks prior to foam application)**
3. Vapor Barrier on metal decks
  - a. If or when specified and/or required, vapor barrier shall be Kwik-Ply by **Hyload Roofing Systems. (Kwik-Ply is a 30 mil self-adhering membrane of Elvaloy®, coal tar pitch, and dispersed polyester fibers)**. It is to be applied directly to a **5/8-inch gypsum board and/or densdeck attached to the metal deck.**
4. Primers
  - a. If or when specified and/or required, primers shall be manufacturer approved for the application intended. Recommended primers are Mule Hide and Tremco QD.
5. Spray-applied Insulation
  - a. The insulation shall be a sprayed-in-place, two-component, rigid-class urethane foam having a nominal density of 2.9 to 3.2 lbs. per cubic foot. It shall have a thermal conductance ("K" Factor) of 0.15 Btu/hr/sq. ft./°F/in. at 70 degrees Fahrenheit. Foam shall be that required by warrantor in order to meet the terms of and qualify for the roof warranty.
6. Elastomeric Coatings
  - a. The elastomeric coating shall be the urethane coatings as manufactured by Neogard Inc. of Dallas, Texas. Substitutes must meet or exceed the tested property values of the Neogard coatings or will be disqualified.

7. Granules
  - a. If or when specified and/or required and unless otherwise specified, granules shall as supplied by Neogard, Inc. of Dallas, Texas and shall be **white silica sand** gauge 16/30 (0.44 to 0.47 mm). Sand from any other source may be submitted but shall be certified to be void of any iron content.
8. Flexible Flashing Materials
  - a. If or when specified and/or required, flexible flashing materials shall be uncured, non-staining elastomeric neoprene sheet material having a thickness of not less than 57 mils. Contractor may substitute approved materials.
9. Ladders
  - a. If required, ladders shall be installed as shown on the project drawings and are to be as manufactured by O'Keeffe or approved substitute. Ladders shall have platforms at the top with safety rails.
  - b. Owner will accept Owner approved contractor- manufactured and installed ladders meeting all OSHA and safety standards.
10. Miscellaneous materials
  - a. Miscellaneous materials such as adhesives, caulking, sealant and other similar materials shall be compatible with other specified products and approved for use by the Coating Manufacturer.

## **B. PHYSICAL PROPERTIES**

1. Foam
  - a. Foam Physical Properties  
The insulation shall be a sprayed-in-place, two-component, rigid-class urethane foam having a nominal density of 2.9 to 3.2 lbs. per cubic foot. It shall have a thermal conductance ("K" Factor) of 0.15 Btu/hr/sq. ft./°F/in. at 70 degrees Fahrenheit. Foam shall be that required by the warrantor in order to meet the terms of and qualify for the roof warranty. Foam shall be as manufactured by Carlisle or BASF or approved substitute and shall meet or exceed all properties listed below.
  - b. Foam Performance Requirements  
The performance requirements for the urethane foam are listed in the following chart. Substitute foams shall be listed in the same categories and in the same order as the chart below.

ROOFING FOAM PROPERTIES		
CATEGORY	CLOSED-CELL FOAM	TEST
Density	2.9 - 3.2 pcf	D1622
Compressive Strength	55 psi	D1621
Tensile Strength	65 psi	D1623
Closed Cell Content	90% min	D1940
Dimensional Stability(158° F, 100% RH)	+8% max	D2126
K factor (aged)	0.18	C518
Surface Burning Characteristics	40 FSI	E84

2. Urethane Roof Coatings

a. Urethane Roof Coatings Physical Properties

The elastomeric coating system coatings shall meet or exceed that of the specified coatings as manufactured by Neogard Inc. of Dallas, Texas.

b. Urethane Coatings Performance Requirements

The performance requirements for the elastomeric coating system to be provided for use with the contract are listed in the following chart. These numbers are MINIMUMS. Products that do not meet or exceed these specifications in every category will be rejected. For comparisons, substitute urethanes shall be listed in the same categories and in the same order as the chart below.

URETHANE COATING PROPERTIES			
CATEGORY	70620 BASE COAT	7490-CA TOP COAT	TEST
Tensil Strength	643 psi	2,300 psi	ASTM D412
Elongation	620%	230%	ASTM D412
Permanent Set	5%	10%	ASTM D412
Tear Resistance	2.205 (lbs-force)	200 pli	ASTM D1004
Water Resistance	<3% at 7 days	<2% at 7 days	ASTM D471
Shore A Hardness	65 - 71	85	ASTM S2240
Taber abrasion		16 mg. 1,000 CS-17	ASTM D4060
Adhesion to foam	18.24 lbs/in		ASTM D903
MVT at 20 mils		0.9 perms	ASTM E96
Fire resistance		Pass (as pat of a system)	ASTM D108
VOC	205 g/L		ASTM D3960
VOC		<50 g/L	ASTM D5201
Recoat time at 75°F/23°C, 50% relative humidity	5 hours (25mil WFT)		Calculated
Cure time to recoat 75°F/23°C, 50% relative humidity		6-12 Hours	

3. Granules
  - a. Granules shall be **white silica sand** gauge 16/30 (0.44 to 0.47 mm) as supplied by Neogard, Inc. of Dallas, Texas. Sand from any other source may be submitted but shall be certified to be void of any iron content. Contractor may submit other type granules for approval by Owner.

## SECTION IV EXECUTION

### A. URETHANE FOAM APPLICATION

1. Deck Surface and equipment requirements and conditions
  - a. All surfaces to receive urethane foam insulation shall be clean, dry and oil free,
  - b. The urethane shall be properly formulated, mixed, and sprayed through equipment recommended and approved by the Foam Manufacturer,
  - c. All spraying equipment must be in tiptop shape, and
  - d. Foam spray gun and coating sprayers must be clean and free of previous job materials before starting work.
2. Foam application requirement and conditions
  - a. Foam application techniques used to apply the urethane foam shall be those recognized as an industry standard and approved by the Foam Manufacturer,
  - b. The finished surface shall be free of excessive ridges and humps,

**Note: The surface will be required to be void of excessive high humps and low valleys (undulations) and the Owner reserves the right to have such installations ground and/or redone.**

- c. Any soft or spongy foam sprayed on roof because of improper mixing must be completely removed and new foam applied, and
  - d. Foam reapplication repairs shall be relatively unnoticeable.
3. Finished Foam Surface application requirements and conditions
  - a. The preferred surface texture of the foam shall be smooth,
  - b. "Orange peel" to "verge of popcorn" texture is acceptable but the contractor must know that this shall require 20% to 60% additional coating respectively and at no additional cost to the Owner,
  - c. "Popcorn" or "tree bark" finish is not acceptable,
  - d. All areas that do not meet the finish requirements shall be ground smooth or completely removed and replaced to meet the acceptable surface textures, and the Owner's decision shall be final as to acceptability.
  - e. Old-roof "reflection" into the foam-roof surface is not acceptable.
4. Foam Thickness
  - a. Unless otherwise noted or required, the foam shall be applied in no less than 1/2" lifts.
  - b. Basic thickness of foam for each roof project shall be stated prior to the project quote.
  - c. Minimum thickness of foam for any roof project shall be 1 inch.
  - d. The minimum thickness in any given area must be applied the same day.
  - e. Foam application shall have a tolerance of -0" to +1/4" for the chosen thickness.
  - f.

**Note: The minimum thickness does not limit the average thickness of the foam application applied in one day when taper must be applied over the entire roof to obtain the proper slope to drains.**

5. Foam application requirements and conditions
  - a. Urethane foam should be coated with base coat the same day the foam is sprayed,
  - b. If foam is not coated within **24 hours**, surface shall be primed using the coating manufacturer recommended primer prior to applying base coating, and
  - c. Under no circumstance shall “burnt” (orange color) foam be coated prior to surface preparation (priming).

## **B. URETHANE ROOF COATING SYSTEM APPLICATION**

1. See chart for application instructions for applications and thicknesses of base and top coatings for each individual urethane roof system.
2. Encapsulating granules and final Coating:

**Note: When specified to fully encapsulate granules, it is the intent that the silica granules be FULLY encapsulated by the additional urethane top coating. It will be the Contractor's obligation to encapsulate the granules completely regardless of the amount of the final topcoat required.**

3. All areas where excess coating and coating runs are formed during the spray application are to be rolled out immediately such that the top coat has a relatively smooth finish.

## **C. WEATHER CONDITIONS**

1. Foam nor coating shall be applied to exterior surfaces during a period of rain or imminently expected rain,
2. Coatings nor foam shall be applied until exterior surfaces are thoroughly dry, and
3. Foaming operations should cease when the ambient outside temperature is within five (5) degrees of dew point.

## **D. WALKWAYS AND PLATFORMS (When required)**

Walkways may or may not be required on any given foam roof installation.

1. For light duty walkways where **heavy** wheeled carts are not to be used, urethane coatings and granules applied over the finished roof will suffice. When these walkways are chosen by the Owner, these are to be of additional gray coatings to indicate their locations.

2. For walkways where there is to be **heavy** wheeled carts the Owner may choose one of the following:
  - a. A wooden walkway as shown in the detail following must be constructed, or
  - b. An aluminum walkway as described in the contract detail chart.
3. At exit doors from penthouses or stairways onto a foam roof or at the bottom of ladder landing pads i.e. platforms may be chosen by the Owner.
  - a. For light duty landing where there is no step-down (or tall “step-over” thresholds) to the foam roof surface, coatings and granules will suffice for the landing pad.
  - b. Where there is to be heavy bombardment of the foam roof surface when exiting from penthouses, stairways, or ladders, a landing platform will be constructed.**
4. The Contractor is to determine from the Owner if a platform(s) is required on any and all projects
5. A general description of the installation of these walkways and landing platforms follows:
  - a. Urethane coating and gravel walkways  
 If or when fluid-applied walkways of landing platforms are specified or shown on the drawings, the contractor shall apply additional coatings and granules at the locations indicated on the drawings that create toughened areas as follows:
    - Mask off the walkway or platform areas,
    - Apply urethane coating at the rate of  $\frac{3}{4}$  gallon per square foot,
    - Broadcast granules in wet coating at the same rate as for the roof application,
    - When coating is dry, encapsulate the walkway granules in grey urethane coating at the rate of  $\frac{1}{1/2}$  gallon per square foot.
  - b. Contractor installed wooden walkways and/or platforms  
 If or when wood walkways are specified or shown on the drawings, the contractor shall install wooden walkway and/or platforms as specified or shown on the drawings. The contractor shall coat the supports with urethane coating as the roof coatings are applied. (See appendix for support details).
  - c. Aluminum platforms and/or walkways may be chosen. These will be as specified in the contract chart.
  - d. There shall be no walk pads placed on a foam-roof surface.**

#### **E. EXPANSION JOINTS (When required)**

Expansion joints shall be installed at locations required by the manufacturer or at the Owner’s direction as shown on the project drawings. (See details for construction of expansion joints).

1. TYPE I - Foam rod expansion joints
  - a. These manufacturer approved expansion joints, shall be installed at existing as well as needed locations where a foam-roof section intersects another foam-roof section.
2. TYPE II - Treated lumber curb expansion joints with metal coping cap
  - a. These constructed joints of treated dimensional lumber shall be placed at locations where a foam roof meets an existing Built-up Roof (BUR). These shall have a water stop/dam to prevent water under the existing membrane from attacking the foam roof.

**F. PERIMETER FLASHING (For re-roof projects)**

The perimeter flashing may or may not remain in place. Specific instructions will be indicated on the drawings, instructions, or the specifications. In any case, no **through-wall** weeps or flashings are to be covered by foam or by coatings creating water-dams.

**G. CLEANING**

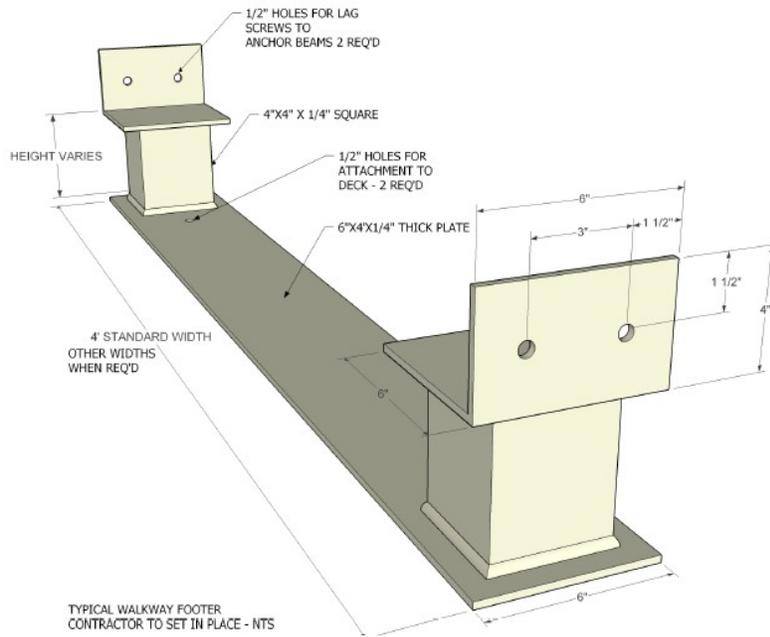
Daily, all debris and refuse shall be removed from job-site and disposed of properly.

**SECTION V PRE-WARRANTY INSPECTION AND TESTING**

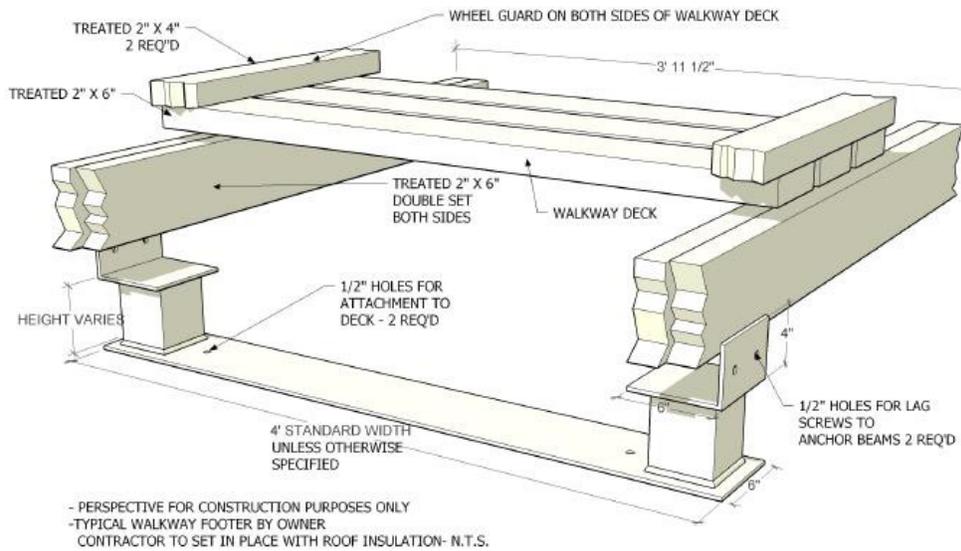
- A.** Upon the declaration by the contractor that the roof has been completed, an inspection shall be undertaken by the Contractor and the Owner generating a “punch-list.”
- B.** The Contractor shall correct any and all deficiencies and/or damages found by the inspection after which a second joint inspection will be undertaken.
- C.** After identified deficiencies, if any, and possible building damages have been repaired, the contractor shall take slit samples for analysis, with the Owner, to assure that the warranty parameters have been satisfied (see chart for mil thicknesses).
- D.** Prior to final billing, the Contractor and the Owner will review for any change orders that may have been issued and adjust the final billing subject to the approval of the Purchasing Division.

**END OF SECTION**

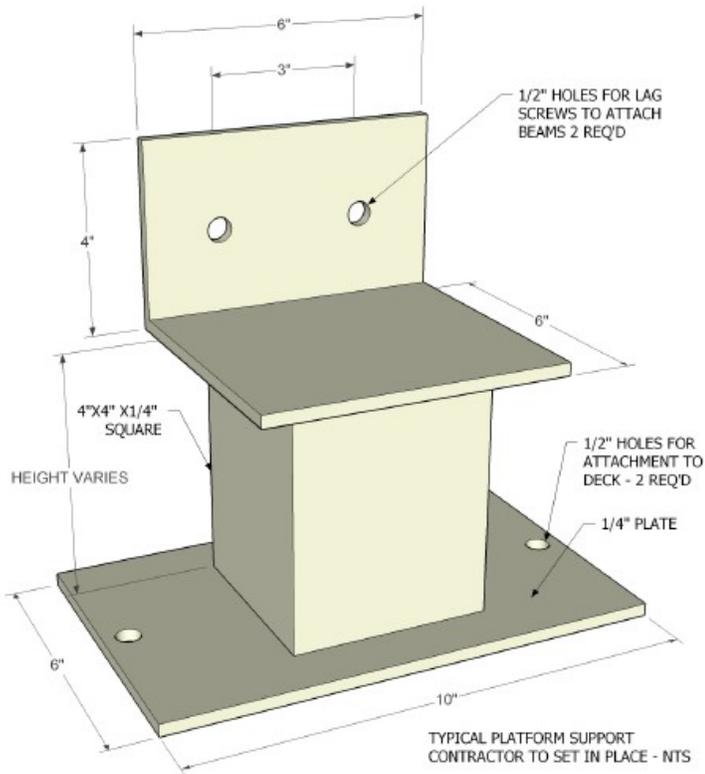
## APPENDIX



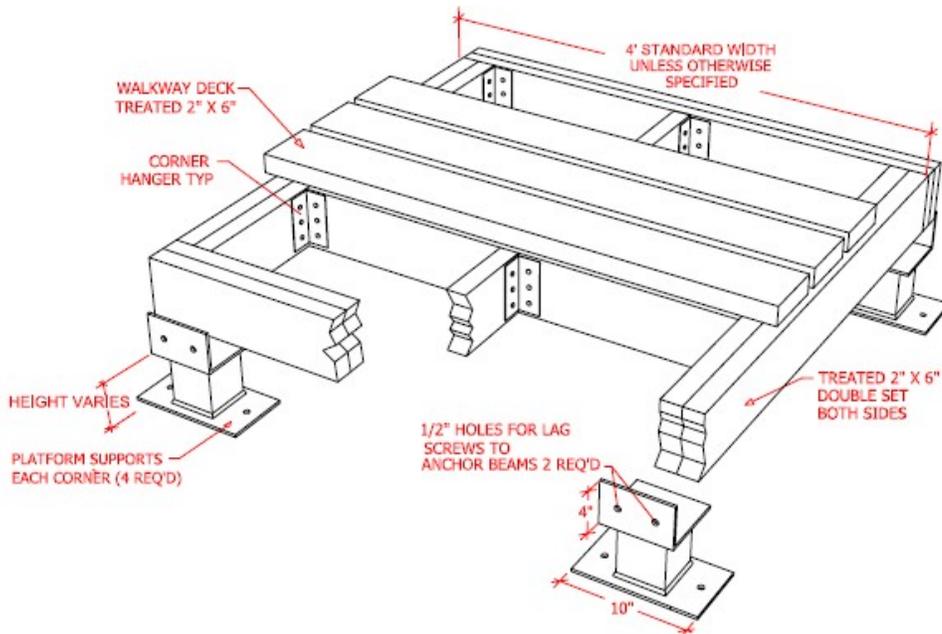
## PLANK WALKWAY SUPPORT



## PLANK WALKWAY ASSEMBLY



### SUPPORT FOR PLANK DOORWAY & LADDER BASE



### DOORWAY PLATFORM ASSEMBLY