

# Regional Water Resource Agency

## Request for Proposal

Bid Name	Horsefork Pump Station Building Re-Roof
Bid Number	2023-25
Bid Opening Date and Time	Wednesday March 1, 2023 at 2pm local prevailing time
Bid Type	Public Opening - Open and Read Aloud

**TO ALL PROSPECTIVE BIDDERS:**

You are hereby invited to submit a bid for the item(s) specified within.

All Bidders are responsible for reading and complying with the attached specifications.

The Bidder certifies that all exceptions and conflicts to these contract documents have been detailed on the "Bidder's Exceptions, Conflicts and Clarifications" on page 3 of this document.

Pages contained within this bid package shall not be electronically altered. Failure to comply with these instructions may result in the rejection of the Bidder's proposal.

**BIDDER'S INFORMATION:**

Company's Legal Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State & Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Authorized Email Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Bidder's Exceptions, Conflicts and Clarifications**

The Bidder acknowledges the following Addenda issued prior to Bid Opening Date:

If there are no exceptions taken, please CHECK and INITIAL the line below.

NO EXCEPTIONS: \_\_\_\_\_

If exceptions are taken to the bid, please complete the following page, identifying each exception.

The Bidder certifies that he agrees to all provisions of the bid documents, unless exceptions are specifically and clearly listed on the attached pages of this document and identified as exceptions.

Exceptions to the bid specifications should be noted by number on the appropriate specification sheet and those exceptions are to be explained in the attached pages.

Any and all exceptions to the bid proposal must be spelled out in writing on the attached pages; this includes any exception in the Bidder's "Terms and Conditions". The Bidder's printed "Terms and Conditions" are not considered specific exceptions.

Exceptions NOT listed on the attached RWRA Document will not be taken into consideration; this includes the Bidder's attachments, documents, and/or terms and conditions.

Any reference to "See attached exceptions" will not be considered, EXCEPTIONS must be listed on the attached RWRA document.

Copies can be made of the RWRA Exceptions document if additional space is needed.

Bidder acknowledges that ALL exceptions have been included on the "RWRA Specifications" page(s).

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Representative: \_\_\_\_\_

**Bidder's Exceptions, Conflicts and Clarifications**

Any reference to "See attached exceptions" will not be considered, EXCEPTIONS must be listed on the RWRA provided document. Copies of this page may be made if additional space is needed.


Vendor's Statements Pursuant to KRS 45A.343 and KRS 45A.395

KRS 45A.343:

The undersigned, as a duly authorized officer of \_\_\_\_\_ pursuant to KRS 45A.343 states:

1. To the best of my knowledge, information and belief, \_\_\_\_\_ has not been finally determined to have violated any of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 or 342 that apply to it within the five year period preceding this statement.
2. \_\_\_\_\_ acknowledges that it will be required to be in compliance with those provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to it for the duration of the contract to be entered into with Regional Water Resource Agency.
3. \_\_\_\_\_ acknowledges that if it fails to reveal any final determination of violation of KRS Chapters 136, 139, 141, 337, 338, 341 or 342 or to comply with the applicable provisions of those statutes for the duration of the aforesaid Contract, such shall be grounds for Regional Water Resource Agency to:
  - a. Cancel its contract with \_\_\_\_\_, and
  - b. Disqualify \_\_\_\_\_ from eligibility for future contracts awarded by Regional Water Resource Agency for a period of two years.

KRS 45A.395:

The provisions of KRS45A.395 require that any bidder or offeror submit a sworn statement in conformity with such statute as a prerequisite to a determination that such bidder or offeror is a responsible bidder. The undersigned, individually and as the \_\_\_\_\_ (title) of \_\_\_\_\_ (bidder or offeror) states under penalty perjury that neither he (she), not, to the best of his (her) knowledge, anyone acting on behalf of Bidder or Offeror, has knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to the Bidder or Offeror will not violate any provision of the campaign finance laws of the Commonwealth. "Knowingly" means, with respect to conduct or to a circumstance described by a statute defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that his conduct is of that nature or that circumstance exists.

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Typed or printed name)

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

## Prohibition of Conflicts of Interest, Gratuities, Kickbacks and Use of Confidential Information

Kentucky law prohibits conflicts of interest, gratuities, kickbacks and the use of confidential information with regard to any public contract or a solicitation or proposal therefore. The prohibitions are set for in KRS 45A.455 which provides:

1. It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract or subcontract, and any solicitation or proposal therefore, in which to his knowledge:
  - a. He, or any other member of his immediate family has a financial interest therein; or
  - b. A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
  - c. Any other person, business or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing or in any other advisory capacity.
2. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval or disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefore.
3. It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
4. The prohibition of conflicts of interest, gratuities and kickbacks shall be conspicuously set forth in every local public agency's written contract and solicitation therefore.
5. It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person (Enact. Acts 1978, ch. 100, S 92, effective January 1, 1980; ch. 250, S 16, effective April 9, 1980.)

Violation of the statute may result in a fine and/or imprisonment under the provisions of KRS 5A.990.

# Regional Water Resource Agency

---

## INDEMNITY AGREEMENT

\_\_\_\_\_ (the "Contractor") desires to provide labor and materials to the Regional Water Resource Agency ("RWRA").

RWRA is willing to allow the Contractor to provide labor and materials under the following conditions.

The parties therefore agree as follows:

1. The Contractor shall assume all responsibility and liability for the negligent acts or omissions of its agents, servants, or employees. The Contractor shall be responsible for its employees and shall exercise all dominion, control, and authority over the means and methods used by its employees to perform any work for RWRA or while on RWRA property.
2. The Contractor shall comply with all federal, state, and local occupational safety and health laws and regulations, and local, state, and federal laws and regulations for "Maintenance and Control of Traffic During Construction".
3. To the fullest extent permitted by law, Contractor shall indemnify RWRA, its officers, directors, agents, and employees from all claims for bodily injury and property damage, including reasonable attorneys' fees, costs, and expenses, that may arise from the performance of Contractor's work, but only to the extent caused by the acts or omissions of the Contractor or anyone employed directly or indirectly by the Contractor or by anyone for whose acts any of them may be liable.

The parties signed this agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Contractor: \_\_\_\_\_

Owner: RWRA

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signed By: \_\_\_\_\_

Signed By: \_\_\_\_\_



REGI-WAT-01

MPAULEY

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
1/25/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Owensboro (BB) / AssuredPartners NL  
1925 Frederica Street  
Owensboro, KY 42301

CONTACT NAME: Kelli Smith  
PHONE: (270) 000-0000 FAX: (270) 000-0000  
E-MAIL: email@assuredpartners.com  
ADDRESS:

INSURER A: Cincinnati Insurance Company  
INSURER B: Kentucky League of Cities  
INSURER C:  
INSURER D:  
INSURER E:  
INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	INSURED	POLICY NUMBER	POLICY EFF. DATE	POLICY EXPI. DATE	LIMITS
<b>A X COMMERCIAL GENERAL LIABILITY</b> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	ETD 0000111	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 500,000 MED EXP. (Any one person) \$ 10,000 PERSONAL & ADV. INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 PROFESSIONAL LI \$ 1,000,000 COMBINED SINGLE LIMIT (Per event) \$ 1,000,000
<b>A AUTOMOBILE LIABILITY</b> X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	X	ETD 0000111	7/1/2020	7/1/2021	BODILY INJURY - Per Person \$ BODILY INJURY - Per accident \$ PROPERTY DAMAGE - Per accident \$
<b>A X UMBRELLA LIAB</b> EXCESS LIAB DIED RETENTION \$	X OCCUR CLAIMS-MADE X	ETD 0000111	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$
<b>B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in KY) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N A	ETD 2020-00011	7/1/2020	7/1/2021	PER STATUTE OR OTHER E.L. EACH ACCIDENT \$ 4,000,000 E.L. DISEASE - EA EMPLOYEE \$ 4,000,000 E.L. DISEASE - POLICY LIMIT \$ 4,000,000

DESCRIPTION OF OPERATIONS (LOCATIONS, VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required))  
Certificate Holder (BB) or additional insured with respect to General Liability, Auto Liability and Excess/Umbrella Liability.

**CERTIFICATE HOLDER**  
Regional Water Resource Agency  
1722 Pleasant Valley Road  
Owensboro, KY 42303

**CANCELLATION**  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  
AUTHORIZED REPRESENTATIVE  
C. Todd Anderson

<b>SUBMITTAL CHECKLIST</b>
----------------------------

The following completed documents should be included in your submitted proposal (originals and two copies). Indicate on the first page of each set of documents 'ORIGINAL" or "COPY". The original bid documents and the copies shall be submitted in one sealed envelope.

	INVITATION FOR PROPOSAL PAGE WITH BIDDER'S SIGNATURES AND CONTACT INFORMATION (Pg. 1)
	ADDENDA ACKNOWLEDGEMENT (Pg. 2)
	EXCEPTIONS, CONFLICTS & CLARIFICATIONS FORM(S) (Pgs. 2-3)
	VENDOR'S STATEMENTS PURSUANT TO KRS 45A.343 AND KRS 45A.395. (Pg. 4)
	PROHIBITION OF CONFLICTS OF INTEREST, GRATUITIES, KICKBACKS AND USE OF CONFIDENTIAL INFORMATION (Pg. 5)
	INDEMNITY AGREEMENT (Pg. 6)
	BIDDER'S W-9 FORM
	QUOTATION SHEET (Pg. 21)
	PROPOSED ROOF SYSTEM MANUFACTURER'S DATA, SPECIFICATIONS AND INSTALLATIONS
	PROPOSED ROOF SYSTEM SAMPLE WARRANTY
	BIDDER'S INSTALLER'S CERTIFICATE
	BIDDER'S REFERENCES AND INSTALLATION LOCATIONS



## Instructions to Bidders

### SCOPE

The Regional Water Resource Agency (RWRA) has issued this Request for Proposal (RFP) to solicit bids from qualified BIDDERS to furnish all labor, supervision, materials, equipment and services to completely remove the existing Horsefork Pump station Building ballasted EPDM roof and install a new fully adhered, single-ply TPO roof system complete with all underlayment, related flashings, copings, metal flashings and misc. appurtenances.

### Due Date and Time

All bids must be submitted as described within this document to **1722 Pleasant Valley Road, Owensboro, KY 42303, Attn: Tonya Smith, Purchasing Manager, no later than 2:00 pm local prevailing time on Wednesday, March 1, 2023 at this time all bids received will be opened and publicly read. Any bids received after the due date and time will be returned unopened.**

Requests for additional information or clarifications must be made in writing and received by the Purchasing and Finance Manager. The request must contain the RFP number and title, Bidder's name, name of Bidder's contact person, address, phone number and email.

RWRA will issue responses to inquiries, and any other corrections or amendments it deems necessary, in written addenda issued prior to the Proposal Submission Date. Bidders should not rely on any representations, statements or explanations other than those made in this RFP, or in any written addendum to this RFP. Where there appears to be conflict between the RFP and any addenda issued, the last addendum issued shall prevail.

Any request for additional information or clarification must be received in writing no later than 2:00 p.m. (CST), February 23, 2023. Please note that all questions shall be addressed in a subsequent addendum only AFTER the deadline for requests for additional information/clarification.

### QUESTIONS:

For all questions (RFI) regarding these bid documents contact

Tonya Smith  
Purchasing and Finance Manager  
270-687-8440  
[bids@rwra.org](mailto:bids@rwra.org) or [Tonya.Smith@rwra.org](mailto:Tonya.Smith@rwra.org)

Proposer agrees that it is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error found in the RFP prior to the Proposer submitting its Bid or the right to clarify same shall be waived.

### SUBMIT SEALED BID TO:

TONYA SMITH  
Regional Water Resource Agency  
1722 Pleasant Valley  
Owensboro, KY 42303

**ALL BIDS MUST BE RECEIVED BY 2pm on Wednesday, March 1, 2023, if received after this time the bid will be returned to Bidder unopened.**

## General Compliance

Please read these instructions carefully.

### Bid Submission

All pages of the bid shall be signed in ink on the designated signature lines. Typed quotation sheets are preferred; however, if hand written, the sheets must be legible and in ink. Any pricing information that is illegible may result in the rejection of the bid.

Quotations must be made on the form provided. An accompanying letter of explanation is acceptable if bidder deems it necessary, but only quotes made on the provided forms will be evaluated.

In case of a discrepancy in the extension of a unit price, the unit price shall govern over the total price.

Bidders must provide roof manufacturer's product literature and sample warranty with the bid submission. Prices quotes shall remain firm and open to acceptance by the RWRA for a minimum period of sixty (60) days after bid opening.

The signed completed original bid package inclusive of all items listed in the Submittal Checklist (pg. 8) and copies must be sealed in an envelope with the bidder's name, the bid number, and the bid opening date clearly marked on the outside of the envelope. **The bids shall be addressed and delivered to Regional Water Resource Agency, Attn: Tonya Smith, Purchasing Manager, David Hawes East Treatment Plant, 1722 Pleasant Valley Road, Owensboro, KY 42303.**

### Bid Copies

When submitting bids, you must include the original signed bid, along with two (2) copies of the entire bid. Indicate on the first page of the bid "ORIGINAL" or "COPY". The original bid and all copies shall be submitted in one envelope.

### Taxes

All prices shall be quoted exclusive of any taxes. The RWRA is exempt of all Federal excise, transportation and/or Kentucky sales tax. Any items supplied directly to RWRA from a supplier/manufacturer are exempt from sales tax. Any items purchased by a contractor that will be used in the fulfillment of a contract are not exempt from sales tax.

### Bidder's Qualifications

Bidders must demonstrate to the satisfaction of RWRA that he has adequate equipment, personnel, experience and understanding of the specifications to be performed under the contract.

If and wherever in the specifications brand names, makes, models, names of any manufacturers, trade names, or Bidder/Proposer catalog numbers are specified, it is for the purpose of establishing the type, function, minimum standard of design, efficiency, grade, or quality of goods only. When RWRA does not wish to rule out other competitors' brands or makes, the phrase "OR EQUAL" is added. When bidding/proposing an approved equal, Bidder/Proposer shall submit, with their response, complete sets of necessary data (factory information sheets,

specifications, brochures, etc.) in order for RWRA to evaluate and determine the equality of the item(s) bid/proposed. RWRA shall be the sole judge of equality and its decision shall be final. Unless otherwise specified, evidence in the form of samples may be requested if the proposed brand is other than specified by RWRA. Such samples are to be furnished after Formal Solicitation opening/closing only upon request of RWRA. If samples should be requested, such samples must be received by RWRA no later than seven (7) calendar days after a formal request is made.

No contract will be awarded to any bidder who, in the opinion of RWRA, is not qualified to perform satisfactorily due to a previously unfavorable performance, reputation or lack of experience, capital, organization, equipment, and/or personnel to conduct and complete the services in accordance with the terms and conditions of the contract.

### Method of Procurement

Competitive Sealed Bidding (KRS 45A.365) will be the method of procurement for the purchase of the item(s) listed herein.

### Bid Award

This bid will be evaluated based on the evaluation criteria established in the bid specifications.

- Price
- Proposed Roofing System Performance Criteria
- Proposed Roofing System Manufacturer's Warranty
- Bidder's Proven technical ability - references
- Bidder's availability to start and complete work in a timely manner

RWRA reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for clarification with any or all Proposers. The purpose of any such discussions shall be to ensure full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by RWRA and, if held, shall be after the initial evaluation of proposals is complete. If clarifications are made because of such discussions, the Bidder shall put such clarifications in writing.

Bidders submitting a proposal in response to this RFP may be required to give an oral presentation of their proposal. Additional technical and/or cost information may be requested for clarification purposes, but in no way will change the original proposal submitted. Interviews are optional and may or may not be conducted.

RWRA reserves the right to reject any and all proposals and to waive any irregularities in said bids, and the RWRA also reserves the right to award proposals based on the best interest and/or most advantageous to RWRA. Award will be made to the lowest responsive and responsible bidder meeting specifications which RWRA determines is the most advantageous based upon the criteria established herein.

### Shipping Charges

All items quoted shall be 'F.O.B. Destination'. No additional freight charges will be allowed. Bidder shall be responsible for loading/unloading.

## Insurance Requirements

The Contractor shall furnish the Owner with the certificates evidencing insurance coverage, from an “A” or better rated Insurance Company (by AM Best Rating System), prior to commencing work. Contractor shall procure and maintain for the duration of this bid insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees or subcontractors.

## Delivery Schedule

Bidder’s proposal shall include schedule and delivery terms for completion of the stated goals and proposal requirements. Bidder shall take care to ensure accurate and achievable delivery timelines are included within this bid proposal. Time will be of the essence for any Contract awarded as a result of this Solicitation. RWRA reserves the right to terminate such Contract, or any part thereof, without obligation, if delivery schedule as proposed is not or cannot be met due to cause or actions of Bidder.

## Indemnity Agreement

All contractors shall be required to sign an Indemnity Agreement included in the bid package to be considered for this project.

## Compliance with KRS 45A.343 and KRS 45A.395

Attached are statements which must be completed by bidders. These statements are required under the listed statutes and must be completed and submitted with the bid.

## Compliance with Applicable Laws/Regulations

Successful bidder must comply with the City of Owensboro/Daviess County ordinances relating to Occupational License Fees, business Licenses, payroll and net profits taxes and any other ordinances which may apply to any particular bid package.

## Compliance with Equal Opportunity Statutes

The Regional Water Resource Agency is an equal opportunity employer and does not discriminate on the basis of race, color, religion, sex, national origin, age, marital status, physical or mental disability, or any other characteristic protected by law. RWRA is also committed to employing only United States citizens and aliens who are authorized to work in the United States and complies with the Immigration Reform and Control Act of 1986. Therefore, the successful bidder must demonstrate to the satisfaction of RWRA that he also conforms to all Federal, State and Local equal opportunity statutes. Further, the contractor will reimburse RWRA for any damages incurred due to any violation of the above-mentioned statutes by the contractor while under contract.

## Safety Regulations

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to: 1. all persons on the Site or who may be affected by the Work; 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in this Paragraph caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground

- G. Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- H. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- I. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the site.
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all work at the Site will be performed during regular working hours, Monday through Friday and shall be staffed by competent and qualified Contractor Safety Supervision at all times. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor will not perform work without competent and qualified Safety Supervision on-site. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

### Manuals

This equipment shall be provided with an Owner's manual and a CD/physical media consisting of manufacturer's data and maintenance information. These manuals shall be current with the version of the product delivered and shall accompany the delivery of the equipment.

### Standard Equipment

Product shall contain all standard products and features listed as such in the manufacturers' latest literature unless otherwise stated within these specifications

## PROJECT SPECIFICATIONS

Detailed specifications are listed below. All Bidders are expected to meet or exceed all specifications. Any Bidder submitting a proposal which does not meet or exceed the stated specifications, is required to identify the specification which is not met, with an explanation for the exception on the "Bidders Exceptions, Conflicts and Clarifications". RWRA reserves the right to consider any listed exception to determine if the exception is of a minor nature, and may be accepted, or if the exception is of such a serious nature that the bid will not be accepted.

### Base Bid Specifications

RWRA is seeking proposals to completely replace the approximately 1,276sf ballasted EPDM roof system of the Horsefork Pump station Building at 833 Higdon Rd. Owensboro, KY. Work shall include demolition of existing roof down to deck, and installation of new fully adhered, single ply 60 mil TPO membrane roof system complete with metal flashings and copings. The new roofing system shall be installed weathertight and in conformance with all manufacturer recommendations and installation appurtenances to achieve a full 20-year NDL (No-Dollar-Limit) manufacturer's warranty.

### STATEMENT OF VENDOR QUALIFICATIONS MUST DETAIL THE FOLLOWING:

1. A list of references:
  - a. Installer References
  - b. Proposed Roofing System Installations
2. Installer must be a certified roofing contractor for the roofing system to be installed

### SUCCESSFUL PROPOSALDER WILL COMPLETE THE WORK INCLUSIVE OF THE FOLLOWING PER MANUFACTURER'S RECOMMENDATIONS AND ALL APPLICABLE FEDERAL/STATE/LOCAL CODES AND ORDINANCES:

1. Remove: Remove and legally dispose of items except those indicated to be reinstalled, salvaged, or to remain the Owner's property.
  - a. Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete Work within limitations of governing regulations
  - b. Dispose of demolished items and materials promptly. On-site storage or sale of removed items is prohibited.
  - c. Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site. Do not burn demolished materials. Transport demolished materials off Owner's property and legally dispose of them
2. Existing to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by the Owner, items may be removed to a suitable, protected storage location during selective demolition and then cleaned and reinstalled in their original locations.
3. Furnish and Install new Adhered Roofing System 60 mil thick, scrim-reinforced Thermoplastic Polyolefin (TPO) membrane roofing system complete with underlayment insulation board and fasteners. Insulation is mechanically or adhesively fastened to the roof deck and the membrane is fully adhered to the insulation with the appropriate manufacturer's recommended roof system adhesive. Adjoining sheets of membrane are overlapped and bonded with heat weld in accordance with manufacturer's recommendations. Manufacturer's standard color selection shall be submitted to owner for selection/approval.
4. Ensure positive drainage in all locations, ponding of any kind will be unacceptable. Include materials and installation costs to provide required nailers to account for new insulation heights where necessary.

5. Provide flashing around all existing roof drain, curb and vent penetrations – including boots on all pipes in accordance with weathertight manufacturer’s recommendations to achieve a 20-year weathertight warranty against leaks and moisture intrusion. Metal flashing shall be 0.32 Kynar 500 Finish aluminum flashing OR EQUAL.
6. Provide metal flashing and coping compatible with installed roofing system on all existing parapet walls and building roof terminations. Metal roofing components shall match existing building finish color and shall be installed in accordance with industry standards.
7. Provide surface protective service walk path mats to service existing RTU. Walk path mats shall be minimum 30”x30” textured/anti-slip and shall be adhered or fastened to roof in accordance with roof manufacturer recommendations. Installation of walk path shall not impact the roof system 20-year NDL warranty.
8. Provide all required manufacturer’s preliminary and final roof inspections to achieve 20-year weather-tight no-dollar-limit (NDL) warranty. Bidders shall include all related inspections fees, expenses and costs from manufacturer for inspection/certification of the new roof.

### Alternate Bid Specifications

Provide Alternate Bid Item pricing for consideration by RWRA for award. Alternate bid items may or may not be accepted and included in the award of the contract.

1. Alternate BA1: Perform an infrared moisture survey on the existing roof to reveal dry and re-useable portions of roof insulation.
2. Alternate BA2: Provide a deduct value (\$) per square foot for re-use (if possible) of existing insulation underlayment to be deducted from Base Bid Lump Sum price. Contractor shall certify and shall be responsible to ensure that any re-use of existing insulation underlayment materials are acceptable and compatible with manufacturer’s recommendations and re-use of such materials shall not disqualify or diminish the required 20-year no-dollar-limit warranty on the new system.



### EXISTING ROOF AERIAL AND DEMO/INSTALLATION LIMITS:

*Intent: Drawings and specifications are intended to provide the basis for proper completion of the work suitable for the intended use of the Owner. Anything not expressly set forth but which is reasonably implied or necessary for proper performance of the project shall be included.*

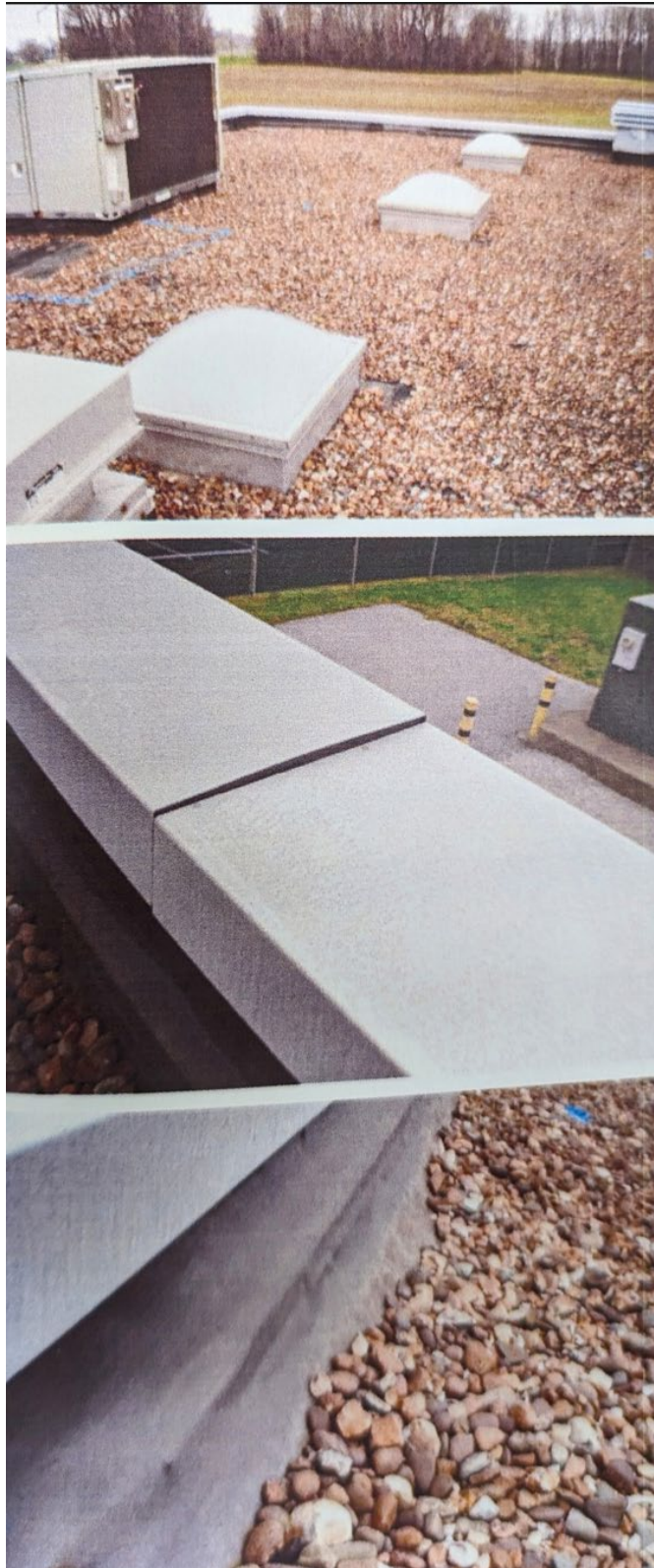
#### *Existing Roof Material:*

- Roof System Type: Ballasted EPDM – Single Ply
- Roof Slope: 1/8"
- Roof System Attachment: Loose Laid
- Roof Surface: Ballast
- Structural Deck Type: Concrete
- Base Insul Type: ISO, Avg Thickness 3"
- Base Attachment: Loose laid
- Base Flashing Type: EPDM
- Counterflashing Type: Aluminum
- Coping Type: Aluminum
- Parapet Wall: Yes – Metal
- Drain Type – (4) Aluminum Scuppers
- Asbestos Roofing/Flashing: No/No

#### *Limits of Demolition and New Installation*



*Existing Roof Condition Photos:*



## MISCELLANEOUS PROVISIONS

- A. Permits: Apply for, obtain and pay for permits required to perform the work. Display permits in appropriate location.
- B. Codes: Comply with applicable codes and regulations of authorities having jurisdiction. Schedule and coordinate inspections by various Building Inspectors.
- C. Dimensions: Verify dimensions indicated in Bid Documents with field dimensions before fabrication or ordering of materials. Do not scale Bid Documents.
- D. Existing Conditions: Visit site prior to submission of bid to verify existing conditions.
- E. Definitions for terms used in specifications:
  - a. Provide: Furnish and install, complete with all necessary accessories, ready for intended use. Pay for all related costs.
  - b. Approved: Acceptance of item submitted for approval. Not a limitation or release for compliance with the Contract Documents or regulatory requirements. Refer to limitations of "Approved" in General and Supplementary Conditions.
  - c. Match Existing: Match existing finish material/color as Acceptable to the Owner.

## OCCUPANCY REQUIREMENTS

- A. The Owner will maintain normal operations at the facility throughout the replacement of the roof. Contractors shall confine their operations and parking to designated areas of the site.
- B. Deliveries of Materials: Coordinate deliveries of materials and storage and staging on site with the Owner prior to commencement of the work.

## Manufacturer's/Suppliers Specifications and Warranty

- All Proposers shall provide with the bid proposal, a copy of the manufacturer's product specifications and performance data complete with references to current installations, clients and industry acceptance
- This warranty shall become effective on the date the unit has successfully completed manufacturer final inspection and certification.

## Additional Information

Requests for additional information or clarifications of bid specifications should be directed to Victor Cernius, Director of Operations, Telephone (270) 687-8450, or by email at [bids@rwra.org](mailto:bids@rwra.org). All inquiries shall be made no later than three days prior to the bid opening date. Clarifications may be made orally; all alterations, revisions or amendments to the specifications will be made only in writing by means of addenda. Proposers are required to acknowledge receipt of all addenda on the quotation sheet submitted with the bid. Addenda will be emailed to all prospective Proposers of record and posted on [www.rwra.org](http://www.rwra.org) website.

Any bidder who receives this bid other than directly from the RWRA shall notify the RWRA that they have received the bid. This will allow the RWRA to notify all bidders of any addenda.

### 2023-25 Quotation Sheet

Please quote on the items listed below. RWRA reserves the right to reject all or any part of offer. All Proposers are responsible for reading and complying with the attached specifications.

Bid Item #	Bid Item Description	Unit	Total
<b>1</b>	<b>Demolish complete existing roof system and insulation and install new single ply membrane roof system with 20-year no-dollar-limit manufacturer's warranty</b>	<b>Lump Sum</b>	<b>\$</b>

Bid Alternate #	Bid Item Description	Unit	Total
<b>BA1</b>	<b>Perform an infrared moisture survey</b>	<b>Lump Sum</b>	<b>\$</b>
<b>BA2</b>	<b>Salvage acceptable portions of existing roofing insulation and retrofit new single ply membrane roof system with 20-year no-dollar-limit manufacturer's warranty</b>	<b>Deduct \$/SF of salvageable existing insulation</b>	<b>\$( )/SF</b>

#### Schedule Timelines to Deliver:

<b>A</b>	<b>Material Production/Delivery Time</b>	<b># Weeks from NTP:</b>
<b>B</b>	<b>Duration of all demolition and construction activities</b>	<b># Days from Material Delivery:</b>
<b>C</b>	<b>Total proposed contract length (including material fabrication and delivery and final inspection and Warranty Certificate issuance)</b>	<b># Calendar Days:</b>