

CONTRACT AGREEMENT

2021 Roof Repair for Indian Creek Elementary School

Linn-Mar Community School District

The Linn-Mar Community School District hereby accepts the bid by:

Dryspace Inc.

(Name of Contractor)

in the amount of \$ 247,474.00 for the project as described on page 2, and is subject to receipt of acceptable Performance Bonds, Insurance, and signature below.

Signature of Authorized District Representative

Date

As per board approval on _____
Date

We, Dryspace Inc. hereby accept the terms and conditions as stated in this letter. Our bid is also attached, which becomes part of this acceptance.

Dryspace Inc.

Name of Company

4-1-2021

Date



Signature of Authorized Representative

\$247,474.00

Bid Amount

Lynn D Price President

Printed Name of Authorized Representative



TIME FOR COMMENCEMENT AND COMPLETION OF WORK:

The work shall be authorized to commence as soon as the contract is approved by the School Board or when weather permits, and shall be Substantially Completed on or before **Monday, August 2, 2021**. Final Completion of paperwork should be done by **Friday, August 27, 2021**.

SCOPE OF WORK:

Replacement roofing work to take place at Indian Creek Elementary School Linn-Mar Community School District. The following work to repair existing roofs damaged from high winds as a result of the August 10, 2020 Derecho weather event.

Scope of Work to be completed by Dryspace Roofing as agreed to by Linn-Mar Community School District and Shive-Hattery respectively:

Indian Creek Elementary School: Removal and replacement of Roof Sections K, L and M.

Roof repairs will consist of removal of current system down to the existing roof deck.

Replacement roof assembly, top to bottom, will consist of roof field membrane and associated flashings, mechanically attached insulation system, self-adhered vapor barrier and the existing roof deck. Interior protection is the contractor's responsibility and should be coordinated with Linn-Mar staff.

Details as follow:

Once the existing roofing has been torn off and the deck has been observed, found to be sound, prepared, and ready for acceptance of new roofing materials, installation of new materials may commence. If flute filler is present it is to be saved and reused or replaced based on condition.

Tear-off material removal and disposal is the responsibility of the contractor.

On all roof areas, the manufacturer's recommended self-adhered Vapor Barrier is to be installed. Vapor barrier to be installed must extend up any adjacent wall, roof penetration or area divider to the finished height of the roof insulation system. Polyisocyanurate insulation layout to be as previously installed unless differences are listed here. Two layers 2.5" faced polyisocyanurate flat-stock insulation is to be installed with a minimum of 6" staggered insulation joints. Replacement insulation, flat and tapered where required, is to be ASTM C 1289, Type II, Class 1, Grade 2, 20 PSI with uncoated glass facer. Cover board used is to be .5" RapidLock high-density. This insulation system including, any sumps, crickets and membrane attachment substrate will be installed as approved for use in the Carlisle Rapid Lock System. Insulation is to be mechanically fastened to the deck conforming to the uplift standards of the original design minimum or listed herein which-ever is more stringent. White fasteners are to be used as appropriate where visible under deck. All roof drain conditions will conform to the original installation. Any membrane attachment and flashing will conform to manufacturer's requirements for the product line and warranty requirements.

Membrane specified is Carlisle 145mil EPDM RapidLock FleeceBACK RL. Membrane is to be black in color. Roof edge metal treatment specified for this project, basis of design is Metal-Era AnchorTite 24 gauge in a factory finish, color as existing and approved by the owner. Submittal documents to be approved by Shive-Hattery prior to installation.

This roof will include a manufacturer's 30-year warranty and installed to 72mph windspeed and uplift requirements. A 2-year installer's warranty for defects is also required.

All components except the edge treatment are to be sourced and/or approved from the same manufacturer.

CONTRACTOR'S INSURANCE

Insurance policies required by this insurance section shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the Owner.

If this insurance is written on the Comprehensive General Liability policy form, the Certificates shall be on an ACORD form, completed and supplemented in accordance with AIA G715, Instruction Sheet and Supplemental Attachment for an ACORD Certificate of Insurance form.

All liability policies which include the Owner as an additional insured shall include a Governmental Immunities Endorsement, pursuant to Chapter 670.4 of the Iowa Code, which endorsement shall include the following provisions:

Non-waiver of Government Immunity: The insurance carrier expressly agrees and states that the purchase of this policy and including the Owner as an Additional Insured does not waive any of the defenses of governmental immunity available to the Owner under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

Claims Coverage: The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defenses of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

Assertion of Government Liability: The Owner shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurance carrier.

Non-Denial of Coverage: The insurance carrier shall not deny coverage or deny any of the rights and benefits accruing to the Owner under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Owner.

Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than one million (\$1,000,000) each occurrence, two million (\$2,000,000) general aggregate (endorsed to apply on a per project basis), and two million (\$2,000,000) aggregate for products-completed operations hazard (maintain for (2) two years after final payment), providing coverage for claims including.

PROGRESS PAYMENTS:

At least 30 (thirty) days before the date established for each progress payment the contractor shall submit to the Roofing Consultant an itemized Application for Payment for operations completed in accordance with the schedule of values. The application shall be notarized and supported by all data substantiating the Contractor's right to payment that the Owner or Roof Consultant require, such as copies of requisitions, and releases and waivers of liens for Subcontractors and suppliers. The Contract Documents require the Contractor to retain 5% of the payments until some Final Completion.

After the Roof Consultant has issued a Certificate for Payment and the Owner has approved the Application for Payment the Owner shall make payment in the manner provided in the contract documents and in accordance with Iowa Code Chapter 26 and 573, latest edition.

Neither the Owner nor the Roof Consultant shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

CONTRACTOR'S CONSTRUCTION AND SUBMITTAL SCHEDULE

The Contractor promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Roofing Consultant's approval. The Roofing Consultant approval shall not be unreasonable delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) all the Roof Consultant reasonable time to review submittals.

Submittals for this project are to be submitted to Shive-Hattery for review prior to construction through Newforma.

NICOTINE FREE ZONE:

Nicotine is not allowed on the Owner's premises which includes personal company vehicles parked on the Owner's property.

SEX OFFENDER ACKNOWLEDGEMENT AND CERTIFICATION

- Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Contractor, all sub-contractors, suppliers and vendors acknowledge and certify that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor, sub-contractor, supplier or vendor at the schools of the District.
- The Contractor and all sub-contractors, suppliers and vendors shall provide a signed original of an Acknowledgment and Certification letter (provided at the end of this Document). No worker of the Contractor, sub-contractors, suppliers or vendors will be allowed to work, deliver or conduct business on site until this letter is received by the Architect.
- It shall be the responsibility of the Contractor to provide the Acknowledgment and Certification letter to all sub-contractors, suppliers and vendors. An initial list of sub-contractors, suppliers and vendors shall be provided to the Architect with the signed contract. Updates to the sub-contractor, supplier and vendor list shall be provided to the Architect within three (3) days after any additional entities are contracted with by the Contractor.

FINAL COMPLETION AND FINAL PAYMENT:

Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Roof Consultant a lien waiver and warranties.

Final payment will be made no less than thirty (30) days after the date of acceptance of the Work by the Owner subject to the provisions of Sections 9.10.1 through 9.10.5. The following documents shall be completed by the contract completion date listed on the Form of Agreement and shall be received prior to making final payment:

- Warranties
- Lien Waivers
- Operation & Maintenance manuals

The system must comply with and conform to warranty standards from the manufacturer. Upon completion, a 30-year manufacturer's NDL warranty for labor and material is to be provided.

SECTION 00 7300.01

SEX OFFENDER ACKNOWLEDGMENT AND CERTIFICATION

Dryspace Inc. ("Company") is providing services to the Linn Mar Community School District ("District") as a vendor, supplier, or contractor or is operating or managing the operations of a vendor, supplier or contractor. The services provided by the Company may involve the presence of the Company's employees upon the real property of the schools of the District.

The Company acknowledges that Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Company further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor, vendor or supplier of services or volunteer at the schools of the District.

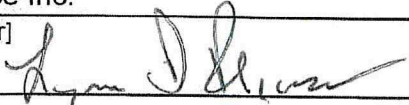
The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.

This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document, that he/she understands its terms, and that he/she not only has the authority to sign the document on behalf of the Company, but has signed it knowingly and voluntarily.

Dated: 4-1-2021

Dryspace Inc. [name of vendor/supplier/contractor/sub-contractor]

By: 

Printed Name: Lynn D Price

Title: President