

CONTRACT AGREEMENT

2021 Roof Replacement for Transportation/Ops/Maintenance Bldg

Linn-Mar Community School District

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

Septagon Construction Co., Inc. - Cedar Rapids

(Name of Contractor)

in the amount of \$ 91,600.00 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

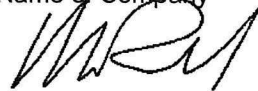
-----  
We, \_\_\_\_\_ hereby accept the terms and conditions as stated in this letter. Our bid is also attached, which becomes part of this acceptance.

Septagon Construction Co., Inc. - Cedar Rapids

3/18/21

Name of Company

Date



\$ 91,600.00

Signature of Authorized Representative

Bid Amount

Michael Russell

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:**

Restoration work to take place at Linn-Mar Transportation Operations and Maintenance LMCSO. The following work to repair existing buildings damaged from high winds and windblown debris as a result of the August 10, 2020 Derecho weather event.

Scope of Work to be completed by Septagon as agreed to by LMCSO and Shive-Hattery respectively:

Transportation Operations and Maintenance Buildings and Pump Island Canopy:

Removal and replacement of damaged steel panels, trim, and accessories on both buildings and the pump island canopy. This contract also includes restorative repairs from corrosion issues on the operations building.

Details as follow:

Removal and replacement of damaged siding and roofing panels, insulation repairs where necessary, gutter repairs, and snow guard repairs. All necessary trim to facilitate replacement of these items including but not limited to fascia, ridge cap, bird stop and support mechanisms. Where insulation is found to be damaged repair or replacement of these items will be completed to a uniform appearance. Patching of existing insulation facers is acceptable with similar materials. Material to be used is to be of the same gauge, fastening pattern, and color. Some fade is to be expected but the contractor will be expected to align panels to minimize color differences from fading. While making corrosion repairs the contractor is to consider salvage/harvested panels from storm damaged areas and align similarly faded material when appropriate.

All components to be used are to be similar to existing and not adversely affect any manufacturer warranty in force. This work is to be coordinated and scheduled with Linn-Mar staff as they will occupy the facility at all times during construction. Work areas are to be kept clean, debris becomes the responsibility of the contractor.

#### **BONDS**

Bidder will enter into a Contract for the work bid upon and will furnish after the award of the Contract, a corporate surety bond or bonds, acceptable to the Owner, for the faithful performance of the Contract, in an amount equivalent to 100% of the amount of the Contract.

#### **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

Septagon Construction Co., Inc. - Cedar Rapids ("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: 3/18/21

Septagon Construction Co., Inc.- Cedar Rapids [name of vendor/supplier/contractor/sub-contractor]

By: 

Printed Name: Michael Russell

Title: President