

COVER SHEET

Proposer	Inform	ation
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Company Name	Delta Innovative Services, Inc.
Address	4141 Fairbanks Avenue
City, State, Zip	Kansas City, KS 66106
Main Phone	913-371-7100

Contact Person Information

Name	David Marr
Job Title	EPM
Phone	913-346-4794
Alt. Phone	816-808-1665
Email	dmarr@deltaservices.com

Signature

Date: February 13, 2025



4141 FAIRBANKS AVENUE KANSAS CITY, KS 66106 913-371-7100 PHONE 913-371-7107 FAX www.deltaservices.com

February 13, 2025

Topeka Metropolitan Transit Authority Attn: Richard Appelhanz 201 North Kansas Avenue Topeka, KS 66603

Re: RFB TO-25-07 Maintenance Facility Roof Replacement

Mr. Appelhanz,

Please find below

Our understanding of the specificaions – based on an Elevate TPO roof assembly:

Base Bid: 20-year Warranty - 115 Mil Membrane: - 2" Hail Rider

- Elevate Isoguard HD (4x8) -grade 2 110 psi
- 12 HD fasteners per 4x8 throughout additional fasteners at perimeter and corners
- UltraPly TPO XR 115 Fleece Back
- ISOSpray R at 12" oc in the field, 6" oc in the perimeter and 4" oc in the perimeter or spatter pattern or Jet bond.

Alternete 1: 25-year Warranty – 115 Mil Membrane: - 2" Hail Rider

- Elevate Isoguard HD (4x8) -grade 2 110 psi
- 12 HD fasteners per 4x8 throughout additional fasteners at perimeter and corners
- UltraPly TPO XR 115 Fleece Back
- ISOSpray R at 12" oc in the field, 6" oc in the perimeter and 4" oc in the perimeter or spatter pattern or Jet bond.

Alternete 2: 30-year Warranty – 135 Mil Membrane: - 3" Hail Rider

- Elevate Isoguard HD (4x8) -grade 2 110 psi
- 16 HD fasteners per 4x8 throughout additional fastening at perimeter and corners
- UltraPly TPO XR 135 Fleece Back
- ISOSpray R at 6" oc in the field, 6" oc in the perimeter and 4" oc in the perimeter or spatter pattern or Jet bond.

ES-1 certified shop fabricated prefinished edge metal and copings caps.

Delta Innovative Services is a union, local 20, roofing contractor established in 1999 with 200 full time field and office staff. Our sheet metal contractor DB2 Services is also union, local 2, and is our sister company. Delta Innovative Services completed 475 projects over the last 5 years with the largest project value at \$ 10,858,350.00.



- Kansas Roofing Contractor License # 13-114993
- e-verify Company ID Number 146160
- Federal ID 20-0820115
- Dunns 556197259

Delta Innovative Services EMR Rates for the last five years are as follows:

01/01/2019 .81

05/15/2020 .83

05/15/2021 .70

05/01/2022 .63

05/01/2023 .58

05/01/2024 .54

Referneces:

KSU Ackert Hall - Manhattan, KS - Completed 2024

\$1,166,000.00

Micheal Carson - 785-532-7287 - mpcarson@ksu.edu

Address: just Manhattan, KS

Architect: Cark/Huesemann - Jane Huesemann - jhuesemann@clarkhuesemann.com

Independence School District – Three Trails Elementary School – Completed 2024 \$ 716,000.00

Owner: Greg McGee 816-521-5330

201 North Forest Avenue, Independence, MO 64050

Architect: Hollis & Miller - Justin Durham - 816-442-7700 - jdurham@hollisandmiller.com

AT&T – 14th & Oak – Completed 2024

\$ 2,750,000.00

Owner – AT&T – no contact project was through a general contractor.

General Contractor - Nabolz Construction

Bob Ross 913-449-6079 - bob.ross@naholz.com

Stewart Reynolds - 913-449-8778 - <u>stewart.reynolds@nabholz.com</u>

Project Address: 1425 Oak Street, Kansas City, MO 64106

Architect: Schwerdt Design Group 785-273-7540

- Sample Elevate Roof System Warranty Attached.
- Sample Insurance Certificate attached.

JBM_

Respectfully Yours,

David B. Marr Project Manager



GENERAL TERMS, CONDITIONS, AND LIMITATIONS

Warranty No:
Project No:
Start Date:
Issue Date:
Building Identification:
Building Address:
Building Owner:
Installing Contractor:

Subject to the terms, conditions, and limitations set forth herein, Holcim Solutions and Products US, LLC, an Indiana limited liability company ("Holcim"), provides the Building Owner ("Owner") named above with this Limited Warranty for the Holcim provided Elevate System(s) or Material(s) set forth herein. This Warranty consists of multiple pages, all of which comprise the express terms and conditions of the warranty herein. Additional requirements, terms, conditions, exceptions, and limitations are defined in subsequent pages. In the event that any inconsistencies exist between the General Terms, Conditions, and Limitations listed below and the Terms, Conditions, and Limitations in subsequent pages, the subsequent pages will prevail.

GENERAL TERMS, CONDITIONS, AND LIMITATIONS

Payment Required. Holcim shall have no obligation under this Limited Warranty unless and until Holcim and the licensed Elevate applicator have been paid in full for all materials, supplies, services, approved written change orders, warranty costs, and other costs which are included in, or incidental to, the System or Materials. In the event that repairs not covered by this Limited Warranty are necessary, Holcim reserves the right to suspend this Limited Warranty until such repairs have been completed and the licensed Elevate applicator and/or Holcim has been paid in full for such repairs.

Exclusions. Holcim shall have no obligation under this Limited Warranty, or any other liability, now or in the future, if a claim or damage is caused by: Natural forces, disasters, or acts of God including, but not limited to, fires, hurricanes, tornadoes, downbursts, wind-blown debris, lightning, earthquakes, volcanic activity, atomic radiation, insects or animals; Act(s), conduct or omission(s) by any person, or act(s) of war, terrorism or vandalism, which damage the System or Material or which impair the System or Material's ability to perform properly; Failure by the Owner to use reasonable care in maintaining the System or Material, said maintenance to include, but not be limited to, those items listed in the current version of the Elevate Building Owner's Manual available at www.holcimelevate.com in the Building Owner's Toolbox; Deterioration, defects, or failure of building components, including, but not limited to, the substrates, structural elements, walls, mortar, HVAC units, skylights, foundation settlement, etc.; Construction generated moisture, condensation or infiltration of moisture in, from, through, or around the walls, copings, rooftop hardware or equipment, skylights, building structure or underlying or extraored to the System or Materials that are not careful a percentage or the reception between them. Alterations reported that are not careful that are not completed in proceedings of the reception between them. surrounding materials; Acid, oil, harmful chemicals, or the reaction between them; Alterations or repairs to the System or Materials that are not completed in accordance with Holcim's published specifications, not completed by a licensed Elevate applicator and/or completed without proper notice to Holcim; The design of the System: Holcim does not undertake any analysis of the architecture or engineering required to evaluate what type of System, Installation or Material is appropriate for a building and makes no warranty express or implied as to the suitability of its Products for any particular structure; such a determination is the responsibility of the architect, engineer or design professional; express or implied as to the suitability of its Products for any particular structure; such a determination is the responsibility of the architect, engineer or design professional; Improper selection of materials for the assembly or the failure to accurately calculate wind uplift and/or applicable design loads; Deterioration to metal materials and accessories caused by marine salt water, atmosphere, or by regular spray of either salt or fresh water; Failure of any materials not manufactured or provided by Holcim used in the Elevate System or Installation not specifically accepted in writing by Holcim to be included in coverage; Change in building use or purpose; Failure by the licensed Elevate applicator or any additional contractor or subcontractor to follow Holcim's recommended installation instructions or approved specifications or drawings for the layout, design and installation of the System or Materials. It shall be the licensed Elevate applicator's sole and exclusive responsibility to strictly follow Holcim's recommended installation instructions or approved specifications or drawings for the layout, design and installation of the System or Materials; or, Failure to correct all installation deficiencies listed in any Holcim inspection report.

Overburden. Owner shall be responsible for the costs associated with the removal and replacement, as well as any damage caused by the removal and replacement, of any overburden, superstrate or overlays, either permanent or temporary which include but are not limited to structures or assemblies added after installation, fixtures or utilities on the program of the program which include but are not limited to structures or assemblies added after installation fixtures or utilities on

overburden, superstrata or overlays, either permanent or temporary, which include but are not limited to: structures or assemblies added after installation, fixtures or utilities on or through the System or Material, support platforms or bases for Photovoltaic (PV) Arrays (aka - Solar Panels), Garden Roofs, Decks, Patios or any other obstacles that impede access, clear observation, investigation, and repair of the System or Materials, excluding ballast or pavers accepted by Holcim or overburden specifically included in subsequent pages of this Limited Warranty.

Term. The term of this Limited Warranty shall be for the period set forth above and in subsequent pages of this document and shall not be extended under any circumstances without Holcim's written approval.

Access. During the term of this Limited Warranty, Holcim's employees or designees shall have free access to the building for inspection, audit, or repair purposes during regular business hours with reasonable advance notice. In the event that access is limited due to security, tenant concerns or other restrictions, Owner shall reimburse Holcim for all reasonable costs incurred during inspection and/or repair of the System or Material that are due to delays associated with said restrictions.

Waiver & Severability. Holcim's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty. If any portion of this Limited Warranty is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force to the fullest extent permitted by law.

Disputes. Any dispute, controversy, or claim between Owner and Holcim concerning this Limited Warranty or relating to any material(s) supplied by or required by Holcim shall be submitted to mediation in Davidson County, Tennessee. In the event that Owner and Holcim do not resolve the dispute, controversy, or claim in mediation, Owner and Holcim agree that neither party will commence or prosecute any suit, proceeding, or claim other than in the state and federal courts in Davidson County, Tennessee. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts. Owner hereby releases Holcim from all liability to Owner's insurance carrier or to anyone claiming under or through Owner by reason of subrogation or otherwise.

Governing Law. This Limited Warranty shall be governed by and construed in accordance with the laws of the state of Tennessee without regard to its rules on conflicts of laws.

HOLCIM DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION THAT WERE NOT FURNISHED BY HOLCIM. HOLCIM SPECIFICALLY DISCLAIMS LIABILITY UNDER ANY THEORY OF LAW ARISING OUT OF THE INSTALLATION OF, PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY HOLCIM. THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND HOLCIM HERBY DISCLAIMS ALL SUCH WARRANTIES. THIS LIMITED WARRANTY SHALL BE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST HOLCIM AND HOLCIM SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGES TO THE BUILDING OR ITS CONTENTS, SUBSTRATES, OR THE ROOF DECK. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL REIGHST, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF HOLCIM. NO OTHER PERSON HAS ANY AUTHORITY TO BIND HOLCIM WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

> THIS WARRANTY INSTRUMENT CONSISTS OF MULTIPLE PAGES, ALL OF WHICH ARE PART OF THIS DOCUMENT. ADDITIONAL REQUIREMENTS ARE DEFINED IN SUBSEQUENT PAGES.

Warranty No.



Square Footage: XXXXX

RED SHIELD™ ROOFING SYSTEM LIMITED WARRANTY

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Holcim Solutions and Products US, LLC, an Indiana limited liability company ("Holcim"), warrants to the Building Owner ("Owner") named above that Holcim will, subject to the Terms, Conditions, and Limitations set forth herein, provide labor and material during the Warranty Period to repair any leak in the Elevate Roofing System ("System") caused by: normal weathering, manufacturing defects, or workmanship in the application of the System.

TERMS, CONDITIONS, AND LIMITATIONS

<u>Products Covered</u>. The System shall mean only the Elevate branded roofing membranes, Elevate branded roofing insulations, Elevate branded roofing metal, and other Elevate branded roofing accessories when installed in accordance with Holcim's technical specifications by a licensed Elevate applicator. Any materials not manufactured or supplied by Holcim are not covered under this Limited Warranty.

Notice. In the event any leak occurs in the System, Owner must give notice in writing or by telephone to Holcim Warranty Services ("Warranty Services") within thirty (30) days of the occurrence of the leak. By so notifying Holcim, Owner authorizes Holcim or its designee to investigate the cause of the leak at its option. Investigation. Should the investigation reveal that the leak is excluded under the Terms, Conditions, and Limitations set forth herein, Owner shall be responsible for payment of the investigation costs. Failure by Owner to pay for these costs shall render this Limited Warranty null and void. Owner is responsible for completing repairs not covered by this Limited Warranty. Failure by Owner to repair unwarranted leaks in a reasonable manner using a licensed Elevate applicator and within 60 days shall render this Limited Warranty null and void.

No Dollar Limit (NDL). If upon investigation, Holcim determines that the leak is not excluded under the Terms, Conditions, and Limitations set forth

No Dollar Limit (NDL). If upon investigation, Holcim determines that the leak is not excluded under the Terms, Conditions, and Limitations set forth herein, Owner's sole and exclusive remedy and Holcim's total liability shall be limited to the repair of the leak. There is no dollar limit placed on the cost to repair a warranted leak.

Exclusions. Holcim shall have no obligation to repair a leak or damage caused by: Hail greater than 2.0" in diameter; Winds of peak gust speed at or in excess of 55 mph calculated at ten (10) meters above ground using available meteorological data (all associated building components, including but not limited to the deck substrate, joists, columns and foundation, must also meet wind speed design requirements); Roof traffic or storage of materials or equipment on the roof not specifically accepted in writing by Holcim; Any leak caused by the breach, rupture, or failure of any building envelope component not covered under this Limited Warranty; or, Failure to properly notify Holcim Warranty Services as set forth herein.

<u>Transfer</u>. This Limited Warranty shall be transferable and assignable subject to Owner's payment of the current transfer fee set by Holcim.

Alteration. Owner shall notify Holcim in writing upon making any alterations to the System, or installing any structures, fixtures, or utilities on or through the System after installation, including, but not limited to: Photovoltaic (PV) Arrays, Garden Roofs, Decks, Patios, and areas intended for public access. Failure to obtain Holcim's approval for a roof alteration, or failure to provide required documentation, shall render this Limited Warranty null and void.

HOLCIM SOLUTIONS AND PRODUCTS US, LLC By:				
Authorized Signature:	SAMPLE			
Title [.]				

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GENERAL TERMS, CONDITIONS, AND LIMITATIONS

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Project No:
Start Date:
ssue Date:
Building Identification:
Building Address:
Building Address: Building Owner:
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Subject to the terms, conditions, and limitations set forth herein, Holcim Solutions and Products US, LLC, an Indiana limited liability company ("Holcim"), provides the Building Owner ("Owner") named above with this Limited Warranty for the Holcim provided Elevate System(s) or Material(s) set forth herein. This Warranty consists of multiple pages, all of which comprise the express terms and conditions of the warranty herein. Additional requirements, terms, conditions, exceptions, and limitations are defined in subsequent pages. In the event that any inconsistencies exist between the General Terms, Conditions, and Limitations listed below and the Terms, Conditions, and Limitations in subsequent pages, the subsequent pages will prevail.

GENERAL TERMS, CONDITIONS, AND LIMITATIONS

Payment Required. Holcim shall have no obligation under this Limited Warranty unless and until Holcim and the licensed Elevate applicator have been paid in full for all materials, supplies, services, approved written change orders, warranty costs, and other costs which are included in, or incidental to, the System or Materials. In the event that repairs not covered by this Limited Warranty are necessary, Holcim reserves the right to suspend this Limited Warranty until such repairs have been completed and the licensed Elevate applicator and/or Holcim has been paid in full for such repairs.

Exclusions. Holcim shall have no obligation under this Limited Warranty, or any other liability, now or in the future, if a claim or damage is caused by: Natural forces, disasters, or acts of God including, but not limited to, fires, hurricanes, tornadoes, downbursts, wind-blown debris, lightning, earthquakes, volcanic activity, atomic radiation, insects or animals; Act(s), conduct or omission(s) by any person, or act(s) of war, terrorism or vandalism, which damage the System or Material or which impair the System or Material's ability to perform properly; Failure by the Owner to use reasonable care in maintaining the System or Material, said maintenance to include, but not be limited to, those items listed in the current version of the Elevate Building Owner's Manual available at www.holcimelevate.com in the Building Owner's Toolbox; Deterioration, defects, or failure of building components, including, but not limited to, the substrates, structural elements, walls, mortar, HVAC units, skylights, foundation settlement, etc.; Construction generated moisture, condensation or infiltration of moisture in, from, through, or around the walls, copings, rooftop hardware or equipment, skylights, building structure or underlying or extraored to the System or Materials that are not careful a percentage or the reception between them. Alteretiage represents the the System or Materials that are not careful a percentage or the reception between them. surrounding materials; Acid, oil, harmful chemicals, or the reaction between them; Alterations or repairs to the System or Materials that are not completed in accordance with Holcim's published specifications, not completed by a licensed Elevate applicator and/or completed without proper notice to Holcim; The design of the System: Holcim does not Holcim's published specifications, not completed by a licensed Elevate applicator and/or completed without proper notice to Holcim; The design of the System: Holcim does not undertake any analysis of the architecture or engineering required to evaluate what type of System, installation or Material is appropriate for a building and makes no warranty express or implied as to the suitability of its Products for any particular structure, such a determination is the responsibility of the architect, engineer or design professional; Improper selection of materials for the assembly or the failure to accurately calculate wind uplift and/or applicable design loads; Deterioration to metal materials and accessories caused by marine salt water, atmosphere, or by regular spray of either salt or fresh water. Failure of any materials not manufactured or provided by Holcim used in the Elevate System or Installation not specifically accepted in writing by Holcim to be included in coverage; Change in building use or purpose; Failure by the licensed Elevate applicator or any additional contractor or subcontractor to follow Holcim's recommended installation instructions or approved specifications or drawings for the layout, design and installation of the System or Materials. It shall be the licensed Elevate applicator's sole and exclusive responsibility to strictly follow Holcim's recommended installation instructions or approved specifications or drawings for the layout, design and installation of the System or Materials; or, Failure to correct all installation deficiencies listed in any Holcim inspection report.

Overburden. Owner shall be responsible for the costs associated with the removal and replacement, as well as any damage caused by the removal and replacement, of any overburden, superstrata or overlays, either permanent or temporary, which include but are not limited to: structures or assemblies added after installation. fixtures or utilities on

overburden, superstrata or overlays, either permanent or temporary, which include but are not limited to: structures or assemblies added after installation, fixtures or utilities on or through the System or Material, support platforms or bases for Photovoltaic (PV) Arrays (aka - Solar Panels), Garden Roofs, Decks, Patios or any other obstacles that impede access, clear observation, investigation, and repair of the System or Materials, excluding ballast or pavers accepted by Holcim or overburden specifically included in subsequent pages of this Limited Warranty.

Term. The term of this Limited Warranty shall be for the period set forth above and in subsequent pages of this document and shall not be extended under any circumstances without Holcim's written approval.

Access. During the term of this Limited Warranty, Holcim's employees or designees shall have free access to the building for inspection, audit, or repair purposes during regular business hours with reasonable advance notice. In the event that access is limited due to security, tenant concerns or other restrictions, Owner shall reimburse Holcim for all reasonable costs incurred during inspection and/or repair of the System or Material that are due to delays associated with said restrictions.

Waiver & Severability. Holcim's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty. If any portion of this Limited Warranty is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions

shall nevertheless continue in full force to the fullest extent permitted by law.

<u>Disputes.</u> Any dispute, controversy, or claim between Owner and Holcim concerning this Limited Warranty or relating to any material(s) supplied by or required by Holcim shall be submitted to mediation in Davidson County, Tennessee. In the event that Owner and Holcim do not resolve the dispute, controversy, or claim in mediation, Owner and Holcim agree that neither party will commence or prosecute any suit, proceeding, or claim other than in the state and federal courts in Davidson County, Tennessee. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts. Owner hereby releases Holcim from all liability to Owner's insurance carrier or to anyone claiming under or through Owner by reason of subrogation or otherwise.

Governing Law. This Limited Warranty shall be governed by and construed in accordance with the laws of the state of Tennessee without regard to its rules on conflicts of laws.

HOLCIM DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION THAT WERE NOT FURNISHED BY HOLCIM. HOLCIM SPECIFICALLY DISCLAIMS LIABILITY UNDER ANY THEORY OF LAW ARISING OUT OF THE INSTALLATION OF, PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY HOLCIM. THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND HOLCIM HERBY DISCLAIMS ALL SUCH WARRANTIES. THIS LIMITED WARRANTY SHALL BE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST HOLCIM AND HOLCIM SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGES TO THE BUILDING OR ITS CONTENTS, SUBSTRATES, OR THE ROOF DECK. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL REIGHST, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF HOLCIM. NO OTHER PERSON HAS ANY AUTHORITY TO BIND HOLCIM WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

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Square Footage: XXXXX

RED SHIELD™ PLATINUM ROOFING SYSTEM LIMITED WARRANTY PH

Warranty No: **Project No:** Start Date: Issue Date: **Building Identification: Building Address: Building Owner: Roofing Contractor: Roof Area Warranted** Platinum - Material Type - 30 Years - 55 MPH - 3" Hail

Holcim Solutions and Products US, LLC, an Indiana limited liability company ("Holcim"), warrants to the Building Owner ("Owner") named above that Holcim will, subject to the Terms, Conditions, and Limitations set forth herein, provide labor and material during the Warranty Period to repair any leak in the Elevate Roofing System ("System") caused by: normal weathering, manufacturing defects, or workmanship in the application of the System.

TERMS, CONDITIONS, AND LIMITATIONS

Products Covered. The System shall mean only the Elevate branded roofing membranes, Elevate branded roofing insulations, Elevate branded roofing metal, and other Elevate branded roofing accessories when installed in accordance with Holcim's technical specifications by a licensed Elevate applicator. Any materials not manufactured or supplied by Holcim are not covered under this Limited Warranty.

Notice. In the event any leak occurs in the System, Owner must give notice in writing or by telephone to Holcim Warranty Services ("Warranty Services") within thirty (30) days of the occurrence of the leak. By so notifying Holcim. Owner authorizes Holcim or its designee to investigate the cause of the leak at its option.

Investigation. Should the investigation reveal that the leak is excluded under the Terms, Conditions, and Limitations set forth herein, Owner shall be responsible for payment of the investigation costs. Failure by Owner to pay for these costs shall render this Limited Warranty null and void. Owner is responsible for completing repairs not covered by this Limited Warranty. Failure by Owner to repair unwarranted leaks in a reasonable manner using a licensed Elevate applicator and within 60 days shall render this Limited Warranty null and void.

No Dollar Limit (NDL). If upon investigation, Holcim determines that the leak is not excluded under the Terms, Conditions, and Limitations set forth herein, Owner's sole and exclusive remedy and Holcim's total liability shall be limited to the repair of the leak. There is no dollar limit placed on the cost to repair a warranted leak.

Exclusions. Holcim shall have no obligation to repair a leak or damage caused by: Hail greater than 3.0" in diameter; Winds of peak gust speed at or in excess of 55 mph calculated at ten (10) meters above ground using available meteorological data (all associated building components, including but not limited to the deck substrate, joists, columns and foundation, must also meet wind speed design requirements); Roof traffic or storage of materials or equipment on the roof not specifically accepted in writing by Holcim; Any leak caused by the breach, rupture, or failure of any building envelope component not covered under this Limited Warranty; or, Failure to properly notify Holcim Warranty Services as set forth herein.

Transfer. This Limited Warranty shall be transferable and assignable subject to Owner's payment of the current transfer fee set by Holcim.

Alteration. Owner shall notify Holcim in writing upon making any alterations to the System, or installing any structures, fixtures, or utilities on or through the System after installation, including, but not limited to: Photovoltaic (PV) Arrays, Garden Roofs, Decks, Patios, and areas intended for public access. Failure to obtain Holcim's approval for a roof alteration, or failure to provide required documentation, shall render this Limited Warranty null and void.

HOLCIM	SOLUTIONS	AND	PRODUCTS	US, LLC
Bv.				

Authorized Signature:	SAMPLE

Title:

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/30/2024

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 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		CONTACT Jackson Connally			
Cornerstone Kansas City, LI	rc	PHONE (A/C, No, Ext): (913) 378-1050	FAX (A/C, No): (913) 378-0399		
10561 Barkley St		E-MAIL ADDRESS: certificates@ckcins.com			
Suite 200		INSURER(S) AFFORDING COVERAGE	NAIC #		
Overland Park KS	66212	INSURER A: National Fire Insurance Co o	of Hartford	20478	
INSURED		INSURER B: Navigators Specialty Ins Co		36056	
Delta Innovative Services,	Inc.	INSURER C: American Casualty Co of Reading PA 20427A			
4141-4151 Fairbanks Ave		INSURER D: Continental Casualty Company	20443		
		INSURER E: GuideOne National Ins Co		14167	
Kansas City KS	66106	INSURER F: Gray Surplus Lines Ins Co		15889	
COVEDACEC	OFFICIOATE NUMBER OF 24420242	277 DEVICION NUM	ADED:	<u> </u>	

COVERAGES CERTIFICATE NUMBER: CL2443034377

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.

INSR LTR		TYPE OF INSURANCE	ADDL INSD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	х	COMMERCIAL GENERAL LIABILITY			,	,		\$ 1,000,000
A		CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
				6080800838	5/1/2024	5/1/2025	MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN	I'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE :	\$ 2,000,000
		POLICY X PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$ 2,000,000
		OTHER:						\$
	AUT	OMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
A	х	ANY AUTO					BODILY INJURY (Per person)	\$
		ALL OWNED SCHEDULED AUTOS		BUA6080800810	5/1/2024	5/1/2025	,	\$
	Х	HIRED AUTOS X NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
							!	\$
В	х	UMBRELLA LIAB X OCCUR		56000259003 (5M x 5M)	5/1/2024	5/1/2025	EACH OCCURRENCE :	5,000,000
EF	х	EXCESS LIAB CLAIMS-MADE		GSL102155 (5M x 10M)	5/1/2024	5/1/2025		\$ 5,000,000
		DED X RETENTION \$ 0		CH24EXCZ082H4IC (primary)	5/1/2024	5/1/2025		\$ 10,000,000
		KERS COMPENSATION EMPLOYERS' LIABILITY					X PER OTH- STATUTE ER	
	ANY	PROPRIETOR/PARTNER/EXECUTIVE 7 / N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
С	(Man	datory in NH)		WC680800824	5/1/2024	5/1/2025	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
		s, describe under CRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	1,000,000
D	Lea	ased/Rented Equipment		7036544668	5/1/2024	5/1/2025	Limit: \$1,000,000	\$2,500 Deduct
D	Con	ntractors Equipment		7036544668	5/1/2024	5/1/2025	Limit: \$892,159	\$2,500 Deduct

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
For Informational Purposes Only	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
	David Parkhurst/KAREN

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COVER SHEET

Proposer	Inform	ation
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Company Name	Delta Innovative Services, Inc.
Address	4141 Fairbanks Avenue
City, State, Zip	Kansas City, KS 66106
Main Phone	913-371-7100

Contact Person Information

Name	David Marr
Job Title	EPM
Phone	913-346-4794
Alt. Phone	816-808-1665
Email	dmarr@deltaservices.com

Signature

Date: February 13, 2025



PRICE QUOTE

Total Cost to Complete the Project

The undersigned agrees to perform all work indicated on the drawings and described in the specifications and addenda thereto. Base bid is for the work herein.

Base Bid – 20-Year Warranty with 115 Mil Membrane and 2" Hail Protection	\$_123,000.00
Alternate #1 – Base Bid Plus 25-Year Warranty:	\$ <u>124,000.00</u>
Alternate #2 – Base Bid Plus 30-Year Warranty with 135 Mil Membrane and 3" Hail Protection	\$ <u>132,000.00</u>
Unit Price – Replacement Roof Deck Insulation, Cost per square foot Polyisocyanurate flat boards total thickness 3 ½".	\$_7.50 per SF. FT
Approximate Start Date <u>April 2025</u> Approximate	Complete Date May 2025
Warranty Information	
See included sample Elevate warranty documents.	

CONTRACT

If notified of the acceptance of this bid within ninety (90) calendar days of the time set for opening of bids, Undersigned agrees to execute "Abbreviated Standard Form of Agreement Between Owner / Contractor for Construction Projects of Limited Scope where the Basis of Payment is a Stipulated Sum", Document No. A-107, as issued by the American Institute of Architects, current edition, within ten (10) calendar days of the receipt of such notification and in accordance with the bid and the Contract Documents.

^{*}Topeka Metro is tax exempt and will obtain a Project Exemption Certificate from the Kansas Department of Revenue. Do not include sales tax in your proposed price.



DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. Metro's overall 2025-2027 goal for DBE participation is 1.68%; the race neutral goal is 0.78%, and the race conscious goal is 0.90%. There is no contract goal for this procurement.

The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Metro deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from Metro.

The contractor may not hold retainage from its subcontractors.

The contractor must promptly notify Metro, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Metro.

Signature:	Salina R. Bafe
Name and Title:	Sabina R. Boyle - President
Company Name:	Delta Innovative Services, Inc.
Date:	February 13, 2025



LOBBYING CERTIFICATION

The undersigned contractor certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. See 49 CFR 20.100.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 USC 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure. See 49 CFR 20.400.]

The undersigned contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 USC 3801, et seq, apply to this certification and disclosure, if any.

Signature:	Salmar Bafa
Name and Title:	Sabina R. Boyle - President
Company Name:	Delta Innovative Services, Inc.
Date:	February 13, 2025



NON-COLLUSION CERTIFICATION

This is my sworn statement to certify that this proposal was not made in the interest of or on behalf of any undisclosed entity. This proposal is not collusive.

This proposer has not been a party to any agreement or collusion in restraint of freedom of competition by agreement to bid a fixed price, to refrain from bidding, or otherwise. This proposer has not, directly or indirectly, by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of Topeka Metropolitan Transit Authority, or of any proposer, or anyone else interested in the proposed contract.

Signature:	Dalina R. Bayla
Name and Title:	Sabina R. Boyle - President
Company Name:	Delta Innovative Services, Inc.
Date:	February 13, 2025



SEISMIC SAFETY CERTIFICATION

Not required - this is a retrofit not new construction.

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, will be in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

Signature:		
Name and Title:		
Company Name:		
Date:		



SUSPENSION / DEBARMENT CERTIFICATION

In regard to 2 CFR Parts 180 and 1200

In accordance with 2 CFR Parts 180 and 1200, the contractor is required to verify that none of its principals or affiliates:

- 1) is included on the federal government's suspended and debarred list;
- 2) is proposed for debarment, declared ineligible, voluntarily excluded or disqualified;
- 3) within three years preceding this proposal, has been convicted of or had a civil judgment rendered against them for (a) commission of fraud or criminal offense pertaining to performing a public transaction, (b) violation of any federal or state antitrust statute, or (c) embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- 4) is indicted or charged by a governmental entity for any of the charges in 3) above; and
- 5) has had any public transaction terminated for cause or default within three years preceding this proposal.

The contractor is required to include this requirement in any subcontracts related to this contract.

By signing and submitting its proposal, the proposer certifies that the certification in this clause is a material representation of fact relied upon by Metro. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to remedies available to Metro, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The proposer agrees to verify that none of its principals or affiliates is included on the federal government's suspended and debarred list at any time throughout the period of this contract. The proposer further agrees to include a provision requiring the same compliance in its subcontracts related to this contract.

Signature:	Salina R. Bayle
Name and Title:	Sabina R. Boyle - President
Company Name:	Delta Innovative Services, Inc.
Date:	February 13, 2025



WAGE RATES AND FRINGES CERTIFICATION

Davis-Bacon Requirements

The undersigned, being duly authorized to sign and act for the proposer, hereby certifies that all parties involved in the project as specified in this contract will pay wage rates and fringes in accordance with the Davis-Bacon requirements, and in conformance with the appropriate US Department of Labor decision.

Signature:	Solina & Bayle
Name and Title:	Sabina R. Boyle - President
Company Name:	Delta Innovative Services, Inc.
Date:	February 13, 2025