

AIA® Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> 2019 Linn-Mar Roof Improvements	CONTRACT INFORMATION: Contract For: General Construction Date: March 19, 2019	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: July 1, 2019
OWNER: <i>(Name and address)</i> Linn-Mar Community School District 2999 North 10th Street Marion, IA 52302	ARCHITECT: <i>(Name and address)</i> Shive-Hattery, Inc. 222 3rd Ave SE Suite 300 Cedar Rapids, IA 52401	CONTRACTOR: <i>(Name and address)</i> Dryspace, Inc. 707 66th Avenue SW Cedar Rapids, IA 52404

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

ADD: Wood Nailer Change at Expansion Joints - North/South Expansion Joint \$3,289.00

ADD: Wood Nailer Change at Expansion Joints - East/West Expansion Joint \$1,130.00

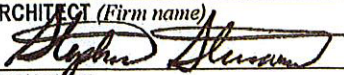

ADD: Unit Price for Skylight Infill at \$525.00 per Skylight. Number of Skylights not defined at this time.

The original Contract Sum was	\$ 746,937.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 746,937.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 4,419.00
The new Contract Sum including this Change Order will be	\$ 751,356.00

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Shive-Hattery, Inc. ARCHITECT <i>(Firm name)</i>  SIGNATURE Stephen Stewart, Roof Consultant PRINTED NAME AND TITLE 07-01-2019 DATE	Dryspace, Inc. CONTRACTOR <i>(Firm name)</i>  SIGNATURE Lynn Price PRINTED NAME AND TITLE 7/11/19 DATE	Linn-Mar Community School District OWNER <i>(Firm name)</i> SIGNATURE Sondra Nelson, School Board President PRINTED NAME AND TITLE DATE
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dryspace.com

319-365-2720 • fax 319-365-2812

707 66th Ave. SW • Cedar Rapids, IA 52404 • info@dryspace.com

June 13, 2019

Mitch Kelchen
Shive Hattery-Inc
222 3rd Avenue SW
Cedar Rapids, Iowa 52401

Subject: Wilkens Elementary Wood Nailer Change at Expansion Joints

We propose to: North/South Expansion Joint

- 1) Furnish and install 140' of ½" Fire Treated Plywood 12" high to both sides of the expansion joint.
- 2) Install EPDM saddle
- 3) Fill gap at saddle with batt insulation

For the sum of \$3,289.00

We Propose to: East/West Expansion Joint

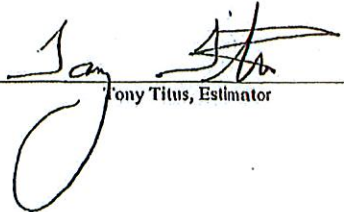
- 1) Furnish and install 24' of 2" x 4" and 2" x 6" Fire Treated wood nailer
- 2) Furnish and install 70' of EPDM saddle
- 3) Fill gap at saddle with batt insulation

For the sum of \$1,130.00

Only the work and materials that are specifically designated above are included in this proposal. This proposal is valid for 30 days from the above date. No change shall bind us unless approved in writing by us. A finance charge of 1 1/2% per month (18% per annum) will be placed on accounts older than 30 days. NOTE: Moisture which has entered the building prior to our installation or repair of the roofing system may result in mold growth. We disclaim any and all responsibility for damages to persons or property arising from or relating to the presence of mold in the building. By executing this contract, Owner [1] releases us from any and all claims Owner and Owner's (a) family members, (b) employees, (c) tenants or (d) any other building occupants may have as a result of such mold growth and [2] agrees to defend, indemnify and hold us harmless from any and all penalties, actions, liabilities, costs, expenses and damages arising from or relating to the presence of mold in Owner's building.

Accepted _____

DRYSPACE, INC.

Date _____ By  _____
Tony Titus, Estimator



dryspace.com

319-365-2720 • fax 319-365-2812

707 66th Ave. SW • Cedar Rapids, IA 52404 • info@dryspace.com

June 20, 2019

Attention: Stephen Stewart
Shive Hattery
Cedar Rapids

Subject: Linn Mar – Wilkins Elementary - Skylight Infill

We propose to furnish the labor and materials to infill the holes in the decking that are uncovered as we remove and replace the EPDM roof as per the details and specifications for the project:

For the sum of: \$525.00 / Skylight

Only the work and materials that are specifically designated above are included in this proposal. This proposal is valid for 30 days from the above date. No change shall bind us unless approved in writing by us. A finance charge of 1 1/2% per month (18% per annum) will be placed on accounts older than 30 days. **NOTE:** Moisture which has entered the building prior to our installation or repair of the roofing system may result in mold growth. We disclaim any and all responsibility for damages to persons or property arising from or relating to the presence of mold in the building. By executing this contract, Owner [1] releases us from any and all claims Owner and Owner's (a) family members, (b) employees, (c) tenants or (d) any other building occupants may have as a result of such mold growth and [2] agrees to defend, indemnify and hold us harmless from any and all penalties, actions, liabilities, costs, expenses and damages arising from or relating to the presence of mold in Owner's building.

Accepted _____

DRYSPACE, INC.

Date

By _____

AIA[®] Document G701[™] – 2017

Change Order

PROJECT: <i>(Name and address)</i> 2019 Linn-Mar Roof Improvements	CONTRACT INFORMATION: Contract For: General Construction Date: March 19, 2019	CHANGE ORDER INFORMATION: Change Order Number: 002 Date: July 16, 2019
OWNER: <i>(Name and address)</i> Linn-Mar Community School District 2999 North 10th Street Marion, IA 52302	ARCHITECT: <i>(Name and address)</i> Shive-Hattery, Inc. 222 3rd Ave SE Suite 300 Cedar Rapids, IA 52401	CONTRACTOR: <i>(Name and address)</i> Dryspace, Inc. 707 66th Avenue SW Cedar Rapids, IA 52404

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

ADD: Level X - Add 1/8" tapered and wood blocking and remove one (1) layer of 2.6" \$12,500.00

DEDUCT: Level N - Remove EPDM, install one (1) layer of 2.6" and 1/2" HD -\$1,400.00

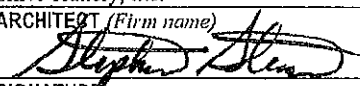

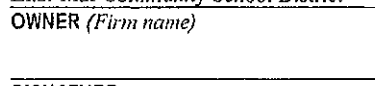
The original Contract Sum was	\$ 746,937.00
The net change by previously authorized Change Orders	\$ 4,419.00
The Contract Sum prior to this Change Order was	\$ 751,356.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 11,100.00
The new Contract Sum including this Change Order will be	\$ 762,456.00

The Contract Time will be increased by Zero (0) days.

The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>Shive-Hattery, Inc.</u> ARCHITECT <i>(Firm name)</i>	<u>Dryspace, Inc.</u> CONTRACTOR <i>(Firm name)</i>	<u>Linn-Mar Community School District</u> OWNER <i>(Firm name)</i>
 SIGNATURE	 SIGNATURE	 SIGNATURE
Stephen D. Stewart, Roof Consultant PRINTED NAME AND TITLE	Lynn Price PRINTED NAME AND TITLE	Sondra Nelson, School Board President PRINTED NAME AND TITLE
07/16/2019 DATE	7/16/19 DATE	 DATE

Danielle L. Cavanary

From: Mitchell T. Kelchen
Sent: Monday, July 15, 2019 4:19 PM
To: Danielle L. Cavanary
Subject: FW: Linn Mar Level X and N

Categories: Filed by Newforma

Please start this change order for the add of \$12,500 and deduct of \$1,400.

Thanks

Mitchell T. Kelchen, CCCA
Project Delivery Specialist

SHIVEHATTERY
ARCHITECTURE + ENGINEERING



From: lynn@dryspace.com <lynn@dryspace.com>
Sent: Monday, July 15, 2019 3:16 PM
To: Mitchell T. Kelchen <mkelchen@shive-hattery.com>
Subject: Linn Mar Level X and N

Mitch

I was able to get insulation through ABC they should have it on site tomorrow by mid morning.

Take a look at the cost structure below:

Add 1/8" tapered and wood blocking Level X Add - \$16,500.00

Add 1/8" tapered and wood blocking and remove 1 layer of 2.6" Add - \$12,500.00

Level N - Remove EPDM, install one layer of 2.6" and 1/2" HD Deduct - \$1,400.00

Please give us a call when you get a chance....

Lynn Price

Dryspace Inc.

(319)-365-2720 office

(319)-533-3016 cell



AIA[®] Document A101[™] – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Eleventh day of June in the year Two Thousand Nineteen
(*In words, indicate day, month and year.*)

BETWEEN the Owner:
(*Name, legal status, address and other information*)

Linn-Mar Community School District
2999 North Tenth Street
Marion, IA 52302

and the Contractor:
(*Name, legal status, address and other information*)

Rathje Construction
P.O. Box 408
Marion, IA 52302

for the following Project:
(*Name, location and detailed description*)

18245001 Linn-Mar Intermediate Schools Streets Package
Learning Lane and 35th Avenue
Marion, IA 52302

OPN Project #: 18245001

Single prime contract for Civil work including the construction of both 35th Avenue and Learning Lane streets and associated utility work.

The Architect:
(*Name, legal status, address and other information*)

OPN Architects, Inc.
200 Fifth Avenue SE, Suite 201
Cedar Rapids, IA 52401

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101[™]-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201[™]-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

] The date of this Agreement.

] A date set forth in a notice to proceed issued by the Owner.

] Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

] Not later than () calendar days from the date of commencement of the Work.

Init.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Not later than () calendar days from the date of commencement of the Work.

By the following date: July 28, 2020

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Streets Package – Two Locations	July 28, 2020

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be Eight Hundred Ninety-Four Thousand Six Hundred Forty Dollars and Five Cents (\$ 894,640.05), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
None	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
None		

§ 4.3 Allowances, if any, included in the Contract Sum: *(Identify each allowance.)*

Item	Price
None	

§ 4.4 Unit prices, if any: *(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
Unit Price 1: Subgrade stabilization with crushed rock	Cubic yard	\$55.00/cubic yard

§ 4.5 Liquidated damages, if any: *(Insert terms and conditions for liquidated damages, if any.)*

Not Applicable

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than , two weeks prior to next scheduled Linn-Mar Community School District normal monthly Board meeting, the Owner shall make payment of the amount certified to the Contractor one week after the Board meeting. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5%

Init.

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Not Applicable

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

If the Contractor makes a proper request for early release of retainage funds, the Owner will release all retainage funds at the next monthly Board meeting or within Thirty (30) days of receipt of the request, whichever is less, except it may retain from the released retainage the following:

An amount equal to 200% of the value of any Chapter 573 claims currently on file at the time of Request for Release of Retainage is approved. If the Owner withholds an amount from the retainage payment to the Contractor, the Owner will provide a reason the request is being denied to the Contractor within Thirty (30) days of the receipt of the request.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

On any work remaining on outstanding punch list.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

In accordance with Iowa Code 573.14 Retention of Unpaid Funds: the funds provided for in Section 573.13 shall be retained by the public corporation for a period of Thirty (30) days after the completion and final acceptance of the improvement. If at the end of the thirty-day period claims are on file are provided the public corporation shall continue to retain from the unpaid funds a sum equal to double the total amount of all claims on file. The remaining balance of unpaid funds, or if no claims are on file, the entire unpaid funds, shall be released and paid to the Contractor.

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

Payments due and unpaid under the Contract Documents shall bear interest from the date the payment is due and shall bear interest at the rate established by Section 74A.2, Code of Iowa %

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

Not Applicable

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows: *(Check the appropriate box.)*

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows: *(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)*

None

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

J.T. Anderson
Chief Financial/Operating Officer
Linn-Mar Community School District
2999 North Tenth Street
Marion, IA 52302

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Robert Rathje
President
Rathje Construction
P.O. Box 408
Marion, IA 52302

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

See Specification Section 00 22 13, Article 7, Paragraph 1.A – Contractor to provide Performance Bond.

§ 8.7 Other provisions:

Not Applicable

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

Reference Specification Section 00 73 00 for Insurance Requirements. No Exhibit E Required.

.5 Drawings

Exhibit B: Index Sheet of Drawings

Number	Title	Date
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.6 Specifications

Exhibit C: Table of Contents of Specifications dated May 22, 2019

Section	Title	Date	Pages
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.7 Addenda, if any:

Number	Date	Pages
Addendum 1	May 30, 2019	1 page Addendum Narrative 3 pages Bid Form 1 page Supplemental Drawings

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
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Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
00 73 00	Supplementary Conditions	May 22, 2019	00 73 00-1 to 00 73 00 - 37

.9 Other documents, if any, listed below:


(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Not Applicable

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

| _____
Sondra Nelson, Board President
(Printed name and title)



CONTRACTOR *(Signature)*

Robert Rathje, President
(Printed name and title)

Init.

SEWER CONNECTION AGREEMENT

This Sewer Connection Agreement dated this 13th day of June, 2019 is made between the Linn-Mar Community School District ("District") and Genesis Equities Land Holdings LLC.

Whereas the Linn-Mar Community School District is planning to build an Intermediate School on its property located at 35th Avenue, Marion and legally described as:

The SW 1/4 NE 1/4 of Section 29, Township 84 North, Range 6 West of the 5th P.M, Marion, Linn County, Iowa

Whereas with this construction, the District requires a Sanitary Sewer Facilities to be constructed to the west of its property;

Whereas Genesis Equities Land Holdings LLC owns undeveloped property to the west of the District's property, legally described as:

Parcel B, Plat of Survey No. 1532 as recorded in Book 7249, Page 430 of the records of the Linn County, Iowa Recorder on April 16, 2009 being a part of the NW ¼ of Section 29-84-6, City of Marion, Linn County, Iowa, except Parcel A, Plat of Survey No. 1809 as recorded in Book 8493, Page 467 of the records of the Linn County, Iowa Recorder on November 9, 2012

and is willing to provide a perpetual and continual easement to the City of Marion upon and under a portion of its property for the purpose of constructing, reconstructing, and maintaining said Sanitary Sewer Facilities to service the District's property;

Whereas, the City of Marion pursuant to its City Ordinances requires storm and sanitary sewer connection charges for certain properties within the City to recover the costs of designing and constructing major storm or sanitary sewer facilities from property owners who connect to such facilities subsequent to construction of a sanitary sewer facility;

Whereas, upon development of the Genesis Equities Land Holdings LLC property, the City of Marion would require Genesis Equities Land Holdings LLC to pay a connection fee to the District as the District will have paid for the installation of the Sanitary Sewer Facilities over and under Genesis Equities Land Holdings LLC property; and

Whereas, the District shall not seek reimbursement of such connection fees from Genesis Equities Land Holdings LLC;

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Genesis Equities Land Holdings LLC shall enter into an Easement for Sanitary Sewer with the City of Marion granting the City of Marion a perpetual and continual easement for the purpose of constructing, reconstructing, and maintaining the Sanitary Sewer Facilities upon and under its property. A copy of the Easement Agreement is attached to this Storm

Connection Agreement, as Exhibit A. The location of the Sanitary Sewer Facilities on the Genesis Equities Land Holdings LLC property is shown within the Easement Agreement.

2. At such time as Genesis Equities Land Holdings LLC, or their assigns, develop the Genesis Equities Land Holdings LLC property, and the City of Marion charges Genesis Equities Land Holdings LLC a storm and sanitary sewer connection fee which is to reimbursement District, the District shall not seek such reimbursement from Genesis Equities Land Holdings LLC.

3. All existing benefited district sewer connection charges set out in the City of Marion Municipal Code still apply.

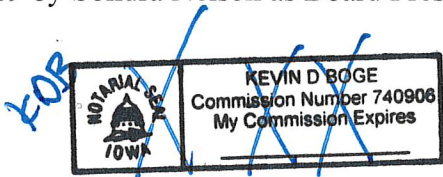
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above written.

Linn-Mar Community School District

By: _____
Sondra Nelson, Board President

STATE OF IOWA, COUNTY OF LINN: SS

This instrument was acknowledged before me on this _____ day of _____, 2019 by Sondra Nelson as Board President for Linn-Mar Community School District.



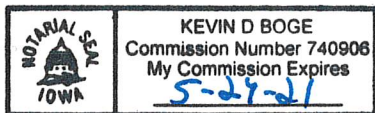
Notary Public in and for the State of Iowa

Genesis Equities Land Holdings LLC

By: _____
Jeffery Witter, Manager

STATE OF IOWA, COUNTY OF LINN: SS

This instrument was acknowledged before me on this 13th day of June, 2019 by Jeffery Witter as Manager for Genesis Equities Land Holdings LLC.



Notary Public in and for the State of Iowa

SEWER CONNECTION AGREEMENT

This Sewer Connection Agreement dated this 17 day of ~~June~~ ^{August}, 2019 is made between the Linn-Mar Community School District ("District") and Morris Wood, LLC.

Whereas the Linn-Mar Community School District is planning to build an Intermediate School on its property located at 35th Avenue, Marion and legally described as:

The SW 1/4 NE 1/4 of Section 29, Township 84 North, Range 6 West of the 5th P.M, Marion, Linn County, Iowa

Whereas with this construction the District requires a Sanitary Sewer Facilities to be constructed to the west of its property;

Whereas Morris Wood, LLC owns undeveloped property to the west of the District's property, legally described as:

Parcel A, Plat of Survey No. 1845 as recorded in Book 8719, Page 41 in the Office of the Linn County, Iowa Recorder Except Lot 1 and Lot 2, Morris Wood Corners Plaza First Addition to Marion, Iowa as recorded in Book 8814, Pages 255-268 in the Office of the Linn County, Iowa Recorder

and is willing to provide a perpetual and continual easement to the City of Marion upon and under a portion of its property for the purpose of constructing, reconstructing, and maintaining said Sanitary Sewer Facilities to service the District's property;

Whereas, the City of Marion pursuant to its City Ordinances requires storm and sanitary sewer connection charges for certain properties within the City to recover the costs of designing and constructing major storm or sanitary sewer facilities from property owners who connect to such facilities subsequent to construction of a sanitary sewer facility;

Whereas, upon development of the Morris Wood, LLC property, the City of Marion would require Morris Wood, LLC to pay a connection fee to the District as the District will have paid for the installation of the Sanitary Sewer Facilities over and under the Morris Wood, LLC property; and

Whereas, the District shall not seek reimbursement of such connection fee from Morris Wood, LLC;

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Morris Wood, LLC shall enter into an Easement for Sanitary Sewer with the City of Marion granting the City of Marion a perpetual and continual easement for the purpose of constructing, reconstructing, and maintaining the Sanitary Sewer Facilities upon and under its property. A copy of the Easement Agreement is attached to this Storm Connection Agreement,

as Exhibit A. The location of the Sanitary Sewer Facilities on the Morris Wood, LLC property is shown within the Easement Agreement.

2. At such time as Morris Wood, LLC or its assigns, develop the Morris Wood, LLC property, and the City of Marion charges Morris Wood, LLC a storm and sanitary sewer connection fee which is to reimbursement the District, the District shall not seek such reimbursement from Morris Wood, LLC.

3. All existing benefited district sewer connection charges set out in the City of Marion Municipal Code still apply.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above written.

Linn-Mar Community School District

By: _____
Sondra Nelson, Board President

STATE OF IOWA, COUNTY OF LINN: SS

This instrument was acknowledged before me on this _____ day of _____, 2019 by Sondra Nelson as Board President for Linn-Mar Community School District.

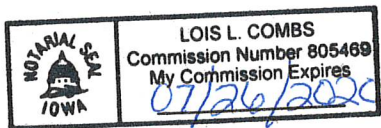
Notary Public in and for the State of Iowa

Morris Wood, LLC

By: Jon Morris
Jon Morris, Manager

STATE OF IOWA, COUNTY OF LINN: SS

This instrument was acknowledged before me on this 1 day of Aug, 2019 by Jon Morris as Manager for Morris Wood, LLC.



Lois L. Combs
Notary Public in and for the State of Iowa