

DATE: January 31, 2022

NOTICE OF AWARD

TO: Dryspace, Inc.

ADDRESS: 707 66th Avenue SW
Cedar Rapids, IA 52404

PROJECT: 1218640

CONTRACT FOR: 2022 Learning Resource Center Roof Improvements
Linn-Mar Community School District

You are notified that your Bid dated January 14, 2022 for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a contract for the Base Bid 1.

The Contract Price of your contract is Ninety-nine Thousand Two Hundred Nineteen Dollars and 00/100 (\$99,219.00), in accordance with your bid.

You must comply with the following conditions precedent within ten days of the date of this Notice of Award, that is, by February 14, 2022.

1. You must deliver the following in hard copy form to Shive-Hattery, Inc. as a packet:
 - a. One copy of the fully executed **Notice of Award**. (See Attached)
 - b. One fully executed counterpart of the enclosed A101 - **Agreement** bearing your signature on page 9. (See Attached)
 - c. Not later than ten days following the date of execution of the Agreement the **Performance and Payment Bond** as specified in the Supplementary Instructions to Bidders. (See Attached)
 - d. **Certificate of Insurance** as outlined in the Document A101 – 2017 Exhibit A.
 - e. One copy of your **state registration**, showing your identification number.
 - f. **One Sex Offender Acknowledgement** and Certification form (attached) from your company and provide a signed document from **each sub-contractor** who will have workers on-site as per Section 00 7300, Article 13.12. (See Attached)

As per AIA Digital Data Protocol, all submittal documents may be submitted and uploaded via Newforma Information Exchange.

Failure to comply with these conditions within the time specified will entitle the Owner to consider your bid in default, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with the above conditions, the Owner will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

Prepare submittals such as shop drawings, certifications, samples, etc. per the specifications as soon as possible. All submittals must be approved before any item may be manufactured or purchased.

**2022 Learning Resource Center
Roof Improvements
Project # 1218640**

There will be a Preconstruction Conference scheduled in advance of the commencement of Work. It is required that representative from your firm in charge of the project, and any subcontractors, attend this meeting. We will discuss the administrative details of the project and answer any questions you may have relative to the project at that time. Sets of the Project Manual and Drawings will be available to you at this conference.

LINN-MAR COMMUNITY SCHOOL DISTRICT

Owner

By:

Authorized Signature

Title

ACCEPTANCE OF AWARD

DRYSPACE, INC.

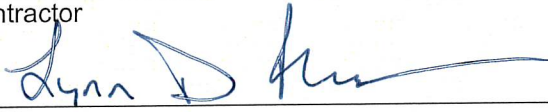
Contractor

By:

Authorized Signature

Title

Date



President

2/3/22

END OF DOCUMENT 00 0510



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 Thirty-first day of January in the year Two Thousand Twenty-two
(In words, indicate day, month and year.)

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

Linn-Mar Community School District
2999 North 10th Street
Marion, IA 52302
Telephone Number: (319) 447-3000
Fax Number: (319) 377-9252

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

Dryspace, Inc.
707 66th Avenue SW
Cedar Rapids, IA 52404
Telephone Number: 319-365-2720
Fax Number: 319-365-2812

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

2022 Learning Resource Center Roof Improvements
2999 North 10th Street, Marion IA 52302

Base Bid 1 Recover Section E and F Coat Roof Section G

Shive-Hattery Project # 1218640

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

Shive-Hattery, Inc.
222 3rd Ave SE Suite 300
Cedar Rapids, IA 52401
Telephone Number: (319) 364-0227

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.

Init.

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: Work may commence upon receipt by the Contractor of a written "Notice to Proceed." In the absence of a written "Notice to Proceed" Work may start as soon as the Contractor has filed with the Owner the required Bonds and Certificate of Insurance and have received a copy of the fully executed contract.

(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

Init.

§ 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: August 5, 2022 and Final Completion of all punch list items shall be achieved within 25 calendar days of Substantial Completion or not later than August 30, 2022.

§ 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
-----------------	-----------------------------

§ 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 Ninety-nine Thousand Two Hundred Nineteen Dollars and Zero Cents (\$ 99,219.00), 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
------	-------

§ 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
------	-------	---------------------------

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

Item	Price
------	-------

§ 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)
Repair Existing Roof For Installation of New Product, Cut/Patch Blistered Membrane	250/SF	\$6.00

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

The Contractor and the Contractor's Surety, if any, shall be liable for and shall pay the Owner One Thousand Dollars, \$1000 as liquidated damages, and not as a penalty, for each day (day defined by 8.1.4) of delay after the established date of Substantial Completion until the Work is Substantially Complete.

Init.

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

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 the 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the same month. 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%

§ 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.)

§ 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.)

Retainage to be reduced in accordance with the law of the State of Iowa, as applicable.

§ 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.)

§ 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 31 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 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.)

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.)

§ 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.)

§ 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)

Chris Gates
Linn-Mar Community School District
2999 North 10th Street
Marion, IA 52302
Telephone Number: (319) 447-3000
Fax Number: (319) 377-9252

Email Address:chris.gates@linnmar.k12.ia.us

§ 8.3 The Contractor’s representative:

(Name, address, email address, and other information)

Lynn Price
Drysplace, Inc.
707 66th Avenue SW
Cedar Rapids, IA 52404
Telephone Number: (319) 365-2720
Fax Number: (319) 365-2812
Mobile Number: (319) 533-3016

Init.

Email Address: lynn@dryspace.com

§ 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.)

§ 8.7 Other provisions:

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, its agents, representatives, and employees (Indemnitees) from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees, arising out of or resulting from or in connection with the performance of the Work, but only to the extent caused by the negligent acts of omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder, such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity or contribution which would otherwise exist, as to any party or person described in the Contract Documents.

In the event the Owner should prevail in any legal action arising out of the performance or non-performance of this Agreement, the Contractor shall pay, in addition to any damages, all expense of such action including reasonable attorney's fees, all expert witness fees, costs, and litigation expenses incurred by the Owner, including those incurred on appeal. The term "Legal action" shall be deemed to include any arbitration, administrative proceedings, and all actions at law or in equity, including appeals.

The Contractor shall not be owned, operated, or managed by a registered sex offender who has been convicted of a sex offense against a minor in accordance with Iowa Code 692A.113. In addition, the Contractor shall not permit an employee, Subcontractor (Company) owned, operated or managed by or Subcontractor employee who is a registered sex offender convicted of a sex offense against a minor on real property of the Owners Schools in accordance with Iowa Code 692A.113. The Contractor shall further acknowledge and certify by signing this Agreement that the services provided under this Contract comply with Iowa Code 692A.113.

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.)

- .5 Drawings

Init.

Number	Title	Date
Refer to Issued for Bid Plan Set	2022 Roof Improvements Learning Resource Center	December 14, 2021

.6 Specifications

Section	Title	Date	Pages
Refer to Issued for Bid Project Manual	2022 Learning Resource Center Roof Improvements	December 14, 2021	134

.7 Addenda, if any:

Number	Date	Pages
1	January 10, 2022	7

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
-------	------	-------

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
00 7300	Supplementary Conditions	December 14, 2021	15

.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.)

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

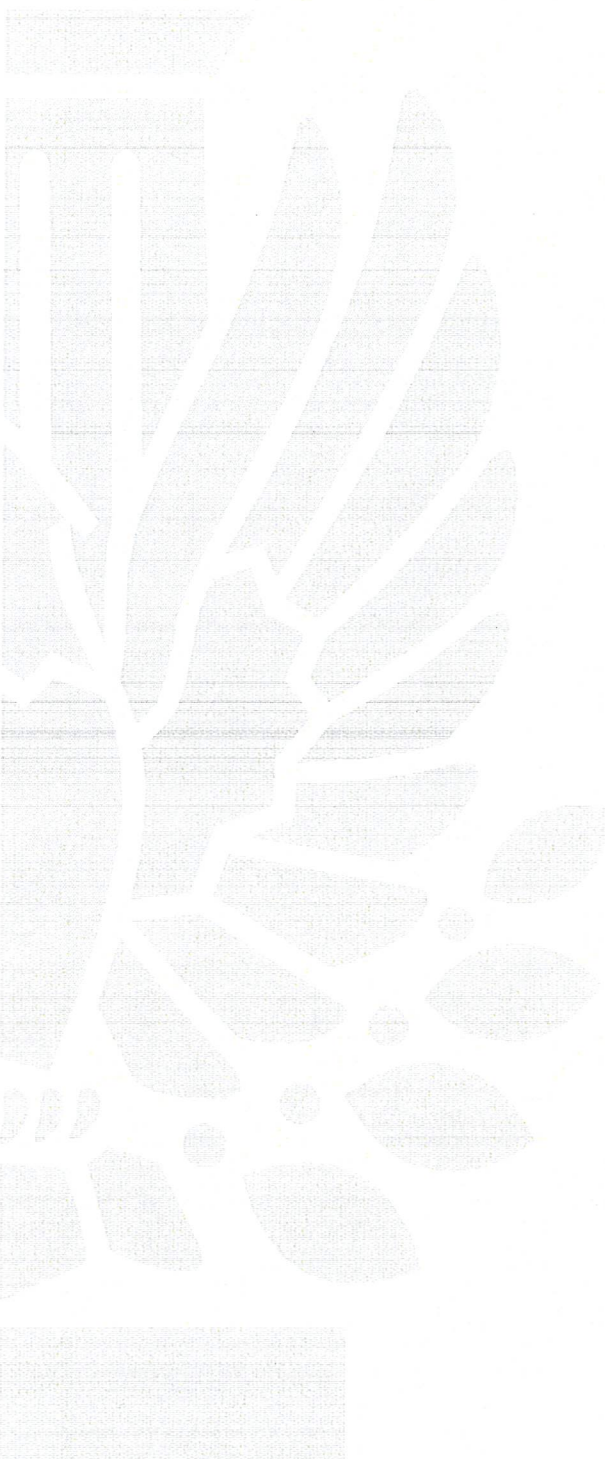
OWNER (Signature)

(Printed name and title)



CONTRACTOR (Signature)

Lynn Price *President*
(Printed name and title)



Init.

DATE: January 27, 2022

NOTICE OF AWARD

TO: Dryspace, Inc.
ADDRESS: 707 66th Avenue SW
Cedar Rapids, IA 52404

PROJECT: 1218600

CONTRACT FOR: 2022 Bowman Woods Elementary School Roof Improvements
Linn-Mar Community School District

You are notified that your Bid dated January 13, 2022 for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a contract for the Base Bid 1.

The Contract Price of your contract is One Hundred Ninety-nine Thousand Nine Hundred One Dollars and 00/100 (\$199,901.00), in accordance with your bid.

You must comply with the following conditions precedent within ten days of the date of this Notice of Award, that is, by February 10, 2022.

1. You must deliver the following in hard copy form to Shive-Hattery, Inc. as a packet:
 - a. One copy of the fully executed **Notice of Award**. (See Attached)
 - b. One fully executed counterpart of the enclosed A101 - **Agreement** bearing your signature on page 9. (See Attached)
 - c. Not later than ten days following the date of execution of the Agreement the **Performance and Payment Bond** as specified in the Supplementary Instructions to Bidders. (See Attached)
 - d. **Certificate of Insurance** as outlined in the Document A101 – 2017 Exhibit A.
 - e. One copy of your **state registration**, showing your identification number.
 - f. **One Sex Offender Acknowledgement** and Certification form (attached) from your company and provide a signed document from **each sub-contractor** who will have workers on-site as per Section 00 7300, Article 13.12. (See Attached)

As per AIA Digital Data Protocol, all submittal documents may be submitted and uploaded via Newforma Information Exchange.

Failure to comply with these conditions within the time specified will entitle the Owner to consider your bid in default, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with the above conditions, the Owner will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

Prepare submittals such as shop drawings, certifications, samples, etc. per the specifications as soon as possible. All submittals must be approved before any item may be manufactured or purchased.

**2022 Bowman Woods Elementary
School Roof Improvements
Project # 1218600**

There will be a Preconstruction Conference scheduled in advance of the commencement of Work. It is required that representative from your firm in charge of the project, and any subcontractors, attend this meeting. We will discuss the administrative details of the project and answer any questions you may have relative to the project at that time. Sets of the Project Manual and Drawings will be available to you at this conference.

LINN-MAR COMMUNITY SCHOOL DISTRICT

Owner


By: _____
Authorized Signature

Title

ACCEPTANCE OF AWARD

DRYSPACE, INC.

Contractor

By:  _____
Authorized Signature

President

Title

2/13/22

Date

END OF DOCUMENT 00 0510



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 Twenty-seventh day of January in the year Two Thousand Twenty-two
(In words, indicate day, month and year.)

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

Linn-Mar Community School District
2999 North 10th Street
Marion, IA 52302
Telephone Number: (319) 447-3000
Fax Number: (319) 377-9252

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

Dryspace, Inc.
707 66th Avenue SW
Cedar Rapids, IA 52404
Telephone Number: 319-365-2720
Fax Number: 319-365-2812

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

2022 Bowman Woods Elementary School Roof Improvements
151 Boyson Rd NE, Cedar Rapids, IA 52402
Base Bid 1 - Bowman Woods Reroofing Levels A, C, and F

Shive-Hattery Project #1218600

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

Shive-Hattery, Inc.
222 3rd Ave SE Suite 300
Cedar Rapids, IA 52401
Telephone Number: (319) 364-0227

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.

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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: Work may commence upon receipt by the Contractor of a written "Notice to Proceed." In the absence of a written "Notice to Proceed" Work may start as soon as the contractor has filed with the Owner the required Bonds and Certificate of Insurance and have received a copy of the fully executed contract.

(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

Init.

§ 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: August 5, 2022 and Final Completion of all punch list items shall be achieved within 25 calendar days of substantial completion or not later than August 30, 2022.

§ 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
-----------------	-----------------------------

§ 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 One Hundred Ninety-nine Thousand Nine Hundred One Dollars and Zero Cents (\$ 199,901.00), 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
------	-------

§ 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
------	-------	---------------------------

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

Item	Price
------	-------

§ 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)
Wood Deck Repair or Replacement	150/SF	\$10.00

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

The Contractor and the Contractor's surety, if any, shall be liable for and shall pay the Owner One Thousand Dollars, \$1000 as liquidated damages, and not as a penalty, for each day (day as defined by 8.1.4) of delay after the established date of Substantial Completion until the Work is substantially complete.

§ 4.6 Other:

Init.

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

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 the 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the same month. 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:

Init.

(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%

§ 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.)

§ 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.)

Retainage to be reduced in accordance with the laws of the State of Iowa, as applicable.

§ 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.)

§ 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 31 days following approval and final acceptance of the project by the School Board (Owner) upon receipt and review of the :

§ 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.)

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.)

§ 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.

(Paragraphs Deleted)

ARTICLE 7 TERMINATION OR SUSPENSION

(Paragraph Deleted)

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

(Paragraph Deleted)

§ 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:

(Paragraph Deleted)

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

§ 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)

Chris Gates
Linn-Mar Community School District
Telephone Number: (319) 447-3000
Fax Number: (319) 377-9252

Email Address: chris.gates@linnmar.k12.ia.us

§ 8.3 The Contractor’s representative:

Init.

(Name, address, email address, and other information)

Lynn Price
Dryspace, Inc.
707 66th Avenue SW
Cedar Rapids, IA 52404
Telephone Number: (319) 365-2720
Fax Number: (319) 365-2812
Mobile Number: (319) 533-3016
Email Address: lynn@dryspace.com

§ 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.)

§ 8.7 Other provisions:

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, its agents, representatives, and employees (Indemnitees) from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees, arising out of or resulting from or in connection with the performance of the Work, but only to the extent caused by the negligent acts of omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder, such obligation shall not be constructed to negate, abridge, or otherwise reduce any other right or obligation of indemnity or contribution which would otherwise exist, as to any party or person described in the Contract Documents.

In the event the Owner should prevail in any legal action arising out of the performance or non-performance of this Agreement, the Contractor shall pay, in addition to any damages, all expenses of such action including reasonable attorney's fees, all expert witness fees, costs, and litigation expenses incurred by the Owner, including those incurred on appeal. The term "legal action" shall be deemed to include any arbitration, administrative proceedings, and all actions at law or in equity, including appeals.

The Contractor shall not be owned, operated, or managed by a registered sex offender who has been convicted of a sex offense against a minor in accordance with Iowa Code 692A.113. In addition, the Contractor shall not permit an employee, Subcontractor (Company) owned, operated or managed by or Subcontractor employee who is a registered sex offender convicted of a sex offense against a minor on real property of the Owners Schools in accordance with Iowa Code 692A.113. The Contractor shall further acknowledge and certify by signing this Agreement that the services provided under this Contract comply with Iowa Code 692A.113.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

Init.

- .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.)

.5 Drawings

Number	Title	Date
Refer to Issued for Bid Plan Set	2022 Bowman Woods Elementary School Roof Improvements	December 14, 2021

.6 Specifications

Section	Title	Date	Pages
Refer to Issued for Bid Project Manual	2022 Bowman Woods Elementary School Roof Improvements	December 14, 2021	140

.7 Addenda, if any:

Number	Date	Pages
1	January 10, 2022	12

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 7300	Supplementary Conditions	December 14, 2021	15

.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.)

Performance Bond Equal to 100% of the Contract Amount
Payment Bond Equal to 100% of the Contract Amount


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

OWNER (Signature)

(Printed name and title)



CONTRACTOR (Signature)



(Printed name and title)



Inspire Learning. Unlock Potential. Empower Achievement.

Facility Usage Agreement with Linn-Mar Youth Baseball (LMYB)

North Softball Field at Oak Ridge Complex

1. LMYB teams (Ages 11/12 & 13/14 only) are permitted to use this field for practices only. Note the North Baseball Field is not available for use by LMYB.
2. Field will be made available to LMYB on Saturdays & Sundays from 10am-7pm beginning April 2, 2022, through July 24, 2022. **Note the field will not be available to LMYB on Saturday, June 25, 2022, due to a softball tournament.*
3. All maintenance to the field before and after LMYB practices will be the responsibility of Linn-Mar Buildings & Grounds staff, and will take place the following work week.
4. LMYB may not rake or make any alterations to the field, and it must be left exactly the way it was found. Linn-Mar staff appreciate the cooperation and realize the field will be in better condition at the beginning of the day as compared to the end of the day.
5. LMYB will provide their own portable baseball mound for use. The mound may be stored inside the first base dugout.
6. LMYB must not install bases into the field. LMYB will provide their own portable flat bases for use.
7. Vehicles are not permitted on the sidewalks or grass areas. All vehicles should remain in the parking lot near the complex or other legally designated parking areas (e.g. residential streets, Hazel Point, etc.).
8. LMYB teams will enter and exit the field through the first base dugout. A code will be provided to the padlock. LMYB is responsible for ensuring the field is securely locked up at the end of each day.
9. If the field is too wet, or not playable, Linn-Mar Buildings & Grounds staff will contact LMYB representative David Dechant and he will be responsible for communicating with all applicable LMYB teams.
10. LMYB will be charged a rental fee of \$675 for use of the field. Fee is calculated as: \$5 per hour, 9 hours each day, and 15 days (there are 15 Saturdays & Sundays between April 2nd-May 21st).
11. **Failure to adhere to the terms of this agreement and/or other applicable Linn-Mar policies and regulations may result in LMYB no longer being able to use this field.**



Inspire Learning. Unlock Potential. **Empower Achievement.**

LMYB Representative: *Rich Dwyer*

Date: 2/16/2012

Linn-Mar Board President: _____

Date: _____

Please sign & return. This agreement will go to the Linn-Mar CSD Board of Education for approval. Upon board approval, an executed agreement will be sent to LMYB.



Inspire Learning. Unlock Potential. Empower Achievement.

Facility Usage Agreement with Linn-Mar Youth Baseball (LMYB)

Westfield Elementary Field

1. LMYB teams are permitted to use this field for practices only. The field is open to the public on a first-come, first-served basis. This agreement does not guarantee exclusive use by LMYB. No rental fee will be charged for use of this field.
2. Linn-Mar Buildings & Grounds staff will upgrade the infield surface in the Spring/Summer of 2022 and level it out to make it safe and usable. **Most likely will not meet your requested deadline of April 1st.**
3. First priority maintenance will be given to school competition fields. This field is considered a public recreational space (not a competition field), so ongoing maintenance will be done by Linn-Mar Buildings and Grounds staff when time and resources permit.
4. LMYB teams may not drag the field. Hand raking is allowed.
5. LMYB will provide their own portable baseball mound(s) for use. Storage of baseball mounds and other equipment will be the responsibility of LMYB. There is no storage space at the field.
6. LMYB teams may not install bases into the field. LMYB will provide their own portable flat bases for use.
7. **Failure to adhere to the terms of this agreement and/or other applicable Linn-Mar policies and regulations may result in LMYB no longer being able to use this field.**

LMYB Representative:

Neil Dayer

Date:

2/16/2022

Linn-Mar Board President:

Date:

Please sign & return. This agreement will go to the Linn-Mar CSD Board of Education for approval. Upon board approval, an executed agreement will be sent to LMYB.

Linn-Mar Community Schools and Peloton Consultant Group, LLC
Adaptive Schools Agreement
2022

This Agreement is entered into between the Linn-Mar Community Schools, 2999 North Tenth Street Marion, IA 52302, and Peloton Consultant Group, LLC, an LLC whose members include, Jeannette Deloya, Sara Knueve, Heather Lott, and Ron Lott, hereinafter referred to as the “Contractor”.

In consideration of the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Duration of the Agreement.**

This agreement will cover the four days of professional development on the dates of September 27-28 and November 2-3, 2022. These dates assume safe conditions related to COVID-19 will be available for all presenters and participants. Training on all days will occur from 8:00 AM to 3:30 PM each day unless changed by mutual agreement of the parties.

2. **Purpose and Scope of Services.**

The Contractor will provide a four-day professional development training entitled “Adaptive Schools Foundation Seminar”.

3. **Consideration of Terms and Payment.**

The Contractor shall be paid, for the performance of the scope of service. Books and materials will be ordered and provided by Linn-Mar Community Schools.

Description	Cost
School Year AS Foundation (2 presenters * 4 days)	\$15,120.00
Mileage (0.58/mile * 311 miles round-trip * 2 trips)	\$360.76
Meals (\$55/day * 2 people * 4 days)	\$440.00
Hotel (\$150/night * 2 people * 4 nights)	\$1,200.00
	\$17,120.76

Payment is contingent upon the full compliance with the terms of this Agreement and shall be paid by the Organization upon completion of the project within thirty (30) days of receipt of the invoice(s) from the Contractor.

4. **Terms of this Agreement.**

This Agreement shall commence on the date of execution unless earlier terminated by either party upon giving of a least thirty (30) days written notice to the other party. The agreement can only be extended thereafter by mutual agreement.

5. **Person Providing Services**

All services provided by the Contractor under this Agreement shall be coordinated/provided through Ron Lott unless otherwise agreed to by Linn-Mar Community Schools. It is agreed that two of the members of the contractor will provide the Adaptive Schools Foundational Training

6. **Independent Contractor Status**

Contractor agrees and stipulates that in performing this Agreement, it is acting as an Independent Contractor and that no relationship of employer and employee, partnership, or joint venture is created by this Agreement. The contractor has exclusive control over work hours, location, and other details of such services and Linn-Mar Community Schools’ sole interest is to ensure that said service shall be performed and rendered in a competent, safe, efficient, timely, and satisfactory manner in accordance with the terms of this Agreement.

The contractor has the sole obligation to provide for and pay any contribution or taxes required by federal, state, or local authorities imposed on or measured by income. Contractor specifically covenants not to file any complaint, charge, or claim with any local, state, or federal agency or court in which Contractor claims to be or to have been an employee of Linn-Mar Community Schools during the period of time covered by this Contract and that if any such agency or court assumes jurisdiction of any complaint, charge or claim against Linn-Mar Community Schools on Contractor's behalf, Contractor will request such agency or court to dismiss such matter. Linn-Mar Community Schools shall not be charged any obligation or responsibility whatsoever of extending any fringe benefits which may be extended to Linn-Mar Community Schools employees, including any insurance, or pension plans.

The contractor further agrees that Linn-Mar Community Schools is not to be charged with the obligation or responsibility of extending any fringe benefits such as hospital, medical and life insurance, or pension plans which may be extended to employees of Linn-Mar Community Schools.

7. Supplies/Materials, Equipment, Venue, Meals

The Contractor will provide presentation supplies/materials or equipment needed to fulfill all services outlined under this agreement. Linn-Mar Community Schools will provide the location, projector, screen, speakers, table baskets, post-its, chart paper, markers, and printing. Ordering and payment for the books (Adaptive Schools Learning Guide) will be made by Linn-Mar Community Schools at least 30 days in advance of the training dates.

If desired, the provision of meals, beverages, and snacks will be the responsibility of Linn-Mar Community Schools. The location of the training will be determined by Linn-Mar Community Schools. Check-in of participants and other logistical needs on-site will be the responsibility of Linn-Mar Community Schools.

8. Termination

Linn-Mar Community Schools may terminate this agreement following a 60 day written notice to the Contractor. In the event, the Contractor shall be paid for out of pocket costs incurred and a termination fee based on 25% of the contractual amount.

If through any cause the Contractor shall fail to fulfill its obligations under this agreement, Linn-Mar Community Schools shall thereupon have the right to terminate this contract anytime by giving written notice to the Contractor of such termination and specifying the effective date thereof.

9. Assignment

The Contractor shall not delegate the performance of duties without prior written consent of Linn-Mar Community Schools.

10. Order of Priority

Should Contractor and Linn-Mar Community Schools sign Contractor's Contract in addition to this Agreement, the terms set forth in this Agreement shall govern in the event of a conflict.

11. Entire understanding

This document and any exhibit attached constitute the entire understanding and agreement of the parties.

In witness whereof the undersigned, we have executed this agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

Linn-Mar Community Schools

Peloton Consultant Group, LLC - Contractors

By: _____
Brittania Morey, School Board President

By: *Ronald Lott* _____
Ronald Lott, Member

Dated: February 21, 2022