



**LINN-MAR COMMUNITY SCHOOL DISTRICT
AGREEMENT BETWEEN DISTRICT AND CONTRACTOR**

WHEREAS the Linn-Mar Community School District (the District) and TNT Tuckpointing and Building Restoration, LLC, hereinafter referred to as CONTRACTOR desire to enter into an AGREEMENT as described herein, it is agreed for mutual consideration as follows:

- A. CONTRACTOR agrees to perform all the Work required by the Contract Documents for:

PROJECT NAME: Linn-Mar Wilkins Elementary Tuckpoint Project 2022

PROJECT DESCRIPTION: For masonry repairs at the Linn-Mar Wilkins Elementary in accordance with the Project Manual, Plans and/or Specifications if any.

- B. The Contract Documents consist of this Agreement, the Conditions of Contract, Drawings, Specifications, all Addenda issued prior to execution of this Agreement, all Modifications issued after execution of this Agreement and those additional documents not previously mentioned but listed in Section J. of this Contract and are fully a part of this Contract as if attached to the Agreement or repeated herein.
- C. The Work to be performed under this Contract shall begin no sooner than June 1, 2022, and, subject to adjustments mutually agreed between CONTRACTOR and DISTRICT, Substantial Completion shall be in effected no later than August 5, 2022, with final completion no later than ninety (90) days after substantial completion.
- D. The parties hereto expressly stipulate and agree that time is of the essence of this contract. If the work is not substantially and/or finally completed within the timelines stipulated above, or within such extensions of time as may be granted in accordance with the General Conditions, it is understood and agreed that the CONTRACTOR shall reimburse the DISTRICT for any extra engineering or architectural services, inspection costs or other reasonable DISTRICT costs and/or expenses necessitated by the continuance of the work beyond the deadlines outlined above. It is hereby agreed that such extra costs charged to the CONTRACTOR in no way to constitute a penalty, but said costs represent additional expense to the DISTRICT caused by the delayed completion of the work by the CONTRACTOR. Such additional expense shall be deducted from the monies due the CONTRACTOR at the time of final payment, recognizing any extensions of time granted by the DISTRICT herein provided.
- E. Subject to additions and/or deductions by Change Order as provided in the Contract Documents, the Contract Sum of Forty-Seven Thousand Dollars (\$47,000) shall be paid, to be determined as follows: Base bid at Linn-Mar High School, \$36,500 and Alternate #1, \$10,500.



- F. Payment to the CONTRACTOR shall be made by the DISTRICT from cash-on-hand from such sources as may be legally available. Such payment shall be made to the CONTRACTOR based on monthly estimates in amounts equal to ninety five percent (95%) of the contract value of the work completed, including materials and equipment delivered to the job during the preceding calendar month and shall be based upon the Application for Payment and the Partial Lien/573 Waivers prepared by the CONTRACTOR. The Application for Payment 1 copy and the partial Lien/573 Waivers (1 copy) shall be filed with the DISTRICT on the last day of the month. The Manager of Buildings and Grounds and the Construction Supervisor shall evaluate whether or not the Work has progressed to the point indicated; and whether the quality of the Work is in accord with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated on the Certificate for Payment); and that the CONTRACTOR is entitled to payment in the amount authorized. If, in the opinion of the Manager of Buildings and Grounds or Construction Supervisor, the Work meets the stipulations contained herein, a Certificate for Payment will be issued and forwarded to the Director of Finance for approval by the Board of Directors in as timely a manner as possible. Such monthly payments shall, in no way, be construed as an act of acceptance for any part of the Work partially or totally completed.
- G. The rate of interest to be paid on payments due and unpaid after forty-five (45) days under the Contract Documents shall be the rate established by rule at Iowa Code § 74A.2.
- H. Final payment will be ninety five percent (95%) of the total contract amount upon final completion and approval of the Board. Balance shall be paid not earlier than thirty-one (31) days after approval by the Board of Directors of the DISTRICT in accordance with Iowa Code Chapters 26 and 573. The CONTRACTOR shall submit, with its final payment, a final waiver of lien/573 claim, on forms approved by the DISTRICT, covering all work performed by CONTRACTOR. The forms shall show an amount corresponding to the final amount of the contract.
- I. Terms used in the Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.
- J. The Contract Documents, which constitute the entire agreement between the DISTRICT and CONTRACTOR, are listed in both section B and herein in section J, except for Modifications issued after execution of this Agreement. The Contract Documents are listed as follows: (check all applicable)

- Bid Form
- Bid Bond
- Agreement between District and Contractor



- Performance and Payment Bond
- Certificate of Insurance and Insurance Policies
- General and Supplementary Conditions (if any)
- Plans
- Technical Specifications

K. MISCELLANEOUS.

1. Assignment. The CONTRACTOR shall not assign all of these rights or obligations under this Agreement without the express written consent of the DISTRICT. Upon any assignment, even though consented to by the DISTRICT, the CONTRACTOR shall remain liable for the performance of the Work under this Agreement.
2. Partial Invalidity. If any provisions of this Agreement are in violation of any statute or rule of law of the State of Iowa, then such provisions shall be deemed null and void to the extent that they may be violative of law, but without invalidating the remaining provisions hereof.
3. Waiver. No waiver of any breach of any one of the agreements, terms conditions or covenants of this Agreement by the DISTRICT shall be deemed or imply or constitute a waiver of any other agreement, term, condition, or covenant of this Agreement. The failure of the DISTRICT to insist on strict performance of any agreement, term, condition, or covenant, herein set forth, shall not constitute, or be construed as a waiver of the DISTRICT'S rights thereafter to enforce any other default; neither shall such failure to insist upon strict performance be deemed sufficient grounds to enable the CONTRACTOR to forego or subvert or otherwise disregard any other agreement, term, condition or covenant of this Agreement.
4. Entire Agreement. The within Agreement, together with the Contract Documents constitute the entire agreement of the parties hereto. No modification, change, or alteration of the within Agreement shall be of any legal force or effect unless in writing, signed by all the parties.
5. Counterparts. This Agreement may be executed in several counterparts and each such counterpart shall be deemed an original.
6. Governing Law. Venue for any and all legal actions regarding or arising out of the transaction covered herein shall be solely in the District Court in and for Linn County, State of Iowa. This transaction shall be governed by the laws of the state of Iowa.
7. Notices. All notices, requests, demands and other communications given or to be given under this Agreement shall be in writing and shall be deemed to have been duly given when served if served personally, or on the second day after mailing if mailed by first class mail, registered or certified, postage prepaid, and properly addressed to the



party to whom notice is to be given as set forth below.

If to Owner: Buildings and Grounds Manager
Linn-Mar Community School District
490 62nd Street
Marion, IA 52302

If to CONTRACTOR: to the individual at the address set forth in the signature block below.

Either party may change its address for purposes of notice by giving written notice to the other party in accordance with this paragraph.

8. Bonds. The CONTRACTOR shall furnish both a performance bond and a payment bond in the full amount of the contract and shall pay the premium thereon. The performance bond shall guarantee the full performance of the contract.

This AGREEMENT entered into this 2nd day of March 2022.

DISTRICT: Linn-Mar Community
School District, County of Linn, State
of Iowa

TNT Tuckpointing & Building Restoration, LLC

Company Name



Signature

Josh Smyser

Print Name

President, Board of Directors Signature

Secretary, Board of Directors Signature

3/3/2022



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 Second day of March 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 N 10th Street
Marion, IA 52302
Telephone Number: 319-447-3000

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

Sprinturf, LLC
146 Fairchild Street, Suite 150
Daniel Island, SC 29492
Telephone Number: 320-493-9777

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

Linn-Mar Stadium Synthetic Turf Replacement
Marion, IA
Replacement of the main stadium synthetic turf field.

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

, Traverse Landscape Architects, LLC
1120 Depot Lane SE
Suite 100, Office 108
Cedar Rapids, IA 52401
Telephone Number: 319-289-0203

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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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.)

May 3 1st, 2022

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:

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(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 12, 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 |
|-----------------|-----------------------------|
| N/A | |

§ 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 Forty-seven Thousand One Hundred Twenty-five Dollars and Zero Cents (\$ 847,125.00), 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 |
|------|-------|
| N/A | |

§ 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 |
|--------------------------------------|--------------|--|
| Alternate #1: Track Structural Spray | \$155,450.00 | Written approval from the landscape architect and the Linn-Mar Community School District Board Approval Written approval from the landscape architect and the Linn-Mar Community School District Board Approval |
| Alternate #2: Drainage Improvements | \$162,360.00 | |

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

| Item | Price |
|------|-------|
| N/A | |

§ 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) |
|------|-----------------------|-------------------------|
| N/A | | |

§ 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, \$1,000 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:

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

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 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 not later than one week after the board meeting in 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 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;

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- .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.)

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.

§ 5.1.7.1.1 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.)

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

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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

§ 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.)

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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)

JT Anderson, CPA
2999 N 10th Street
Marion, IA 05202
Telephone Number: 319-447-3000

Email Address: jtanderson@linnmar.k12.ia.us

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

Mat Steinberg
146 Fairchild Street, Suite 150
Daniel Island, SC 29492
Telephone Number: 320-493-9777

Email Address: matsteinberg@sprinturf.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:

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

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.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.)

March 2, 2022.

.5 Drawings

| Number | Title | Date |
|--------|-------------------|------------|
| L0.00 | COVER | 01/11/2022 |
| LS0.1 | LEGEND AND | 01/11/2022 |
| LS1.1 | GENERAL NOTES | 01/11/2022 |
| LS2.1 | EXISTING | 01/11/2022 |
| LS2.2 | CONDITIONS AND | 01/11/2022 |
| LS3.1 | DEMOLITION PLAN | 01/11/2022 |
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| LS4.1 | MATERIALS AND | 01/11/2022 |
| LS4.2 | SITE LAYOUT PLAN | 01/11/2022 |
| LS4.3 | GRADING AND | 01/11/2022 |
| | DRAINAGE PLAN | |
| | GRADING AND | |
| | DRAINAGE PLAN ALT | |
| | #2 | |
| | LANDSCAPE SPORTS | |
| | DETAILS | |
| | LANDSCAPE SPORTS | |
| | DETAILS | |
| | LANDSCAPE SPORTS | |
| | DETAILS | |

.6 Specifications

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User Notes:

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.7 Addenda, if any:

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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:

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User Notes:

(3B9ADA32)

(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 |
|----------|-------|------|-------|
|----------|-------|------|-------|

.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)

Brittania Morey, Board President

(Printed name and title)

CONTRACTOR (Signature)

Brandon Kennedy, Chief Estimator

(Printed name and title)

Additions and Deletions Report for **AIA® Document A101® – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:09:57 ET on 03/01/2022.

PAGE 1

AGREEMENT made as of the Second day of March in the year Two Thousand Twenty-two

...

Linn-Mar Community School District
2999 N 10th Street
Marion, IA 52302
Telephone Number: 319-447-3000

...

Sprinturf, LLC
146 Fairchild Street, Suite 150
Daniel Island, SC 29492
Telephone Number: 320-493-9777

...

Linn-Mar Stadium Synthetic Turf Replacement
Marion, IA
Replacement of the main stadium synthetic turf field.

...

Traverse Landscape Architects, LLC
1120 Depot Lane SE
Suite 100, Office 108
Cedar Rapids, IA 52401
Telephone Number: 319-289-0203

PAGE 2

[] Established as follows:

...

May 31st, 2022

PAGE 3

[X] By the following date: August 12, 2022.

...

N/A

...

§ 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 Forty-seven Thousand One Hundred Twenty-five Dollars and Zero Cents (\$ 847,125.00), subject to additions and deductions as provided in the Contract Documents.

...

N/A

...

Alternate #1: Track Structural Spray
Alternate #2: Drainage Improvements

\$155,450.00
\$162,360.00

Written approval from the
landscape architect and the
Linn-Mar Community
School District Board
Approval
Written approval from the
landscape architect and the
Linn-Mar Community
School District Board
Approval

...

N/A

...

N/A

PAGE 4

The Contractor and the Contractor's surety, if any, shall be liable for and shall pay the Owner One Thousand Dollars , \$1,000 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.

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the ~~day of a month, 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 not later than ~~the day of the one week after the board~~ meeting in 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 30 () days after the Architect receives the Application for Payment.

PAGE 5

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.

PAGE 6

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

...

[] Litigation in a court of competent jurisdiction

PAGE 7

JT Anderson, CPA
2999 N 10th Street
Marion, IA 05202
Telephone Number: 319-447-3000

Email Address: jtanderson@linnmar.k12.ia.us

...

Mat Steinberg
146 Fairchild Street, Suite 150
Daniel Island, SC 29492
Telephone Number: 320-493-9777

Email Address: matsteinberg@sprinturf.com

...

§ 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~~, ~~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~~, ~~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.)

PAGE 8

- .4 AIA Document ~~E203™–2013~~, ~~E203™–2013~~, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

...

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

...

March 2, 2022.

...

L0.00
LS0.1
LS1.1
LS2.1
LS2.2
LS3.1
LS3.2
LS4.1
LS4.2
LS4.3

COVER 01/11/2022
LEGEND AND 01/11/2022
GENERAL NOTES 01/11/2022
EXISTING 01/11/2022
CONDITIONS AND 01/11/2022
DEMOLITION PLAN 01/11/2022
OVERALL SITE PLAN 01/11/2022
MATERIALS AND 01/11/2022
SITE LAYOUT PLAN 01/11/2022
GRADING AND 01/11/2022
DRAINAGE PLAN
GRADING AND
DRAINAGE PLAN ALT
#2
LANDSCAPE SPORTS
DETAILS
LANDSCAPE SPORTS
DETAILS
LANDSCAPE SPORTS
DETAILS

PAGE 9

| | | | |
|--------------------|----------------------------------|----------------------|-----------|
| <u>00 01 07</u> | <u>Seals and Signatures</u> | <u>January, 2022</u> | <u>1</u> |
| <u>00 01 10</u> | <u>Table of Contents</u> | <u>January, 2022</u> | <u>2</u> |
| <u>00 11 10</u> | <u>Notice of Hearing</u> | <u>January, 2022</u> | <u>1</u> |
| <u>00 11 13</u> | <u>Advertisement for Bids</u> | <u>January, 2022</u> | <u>3</u> |
| <u>00 21 15</u> | <u>Supplemental</u> | <u>January, 2022</u> | <u>5</u> |
| <u>00 41 00</u> | <u>Instructions to Bidders</u> | <u>January, 2022</u> | <u>3</u> |
| <u>00 41 00.01</u> | <u>Bid Form</u> | <u>January, 2022</u> | <u>3</u> |
| <u>00 41 00.02</u> | <u>Bidder Status Form</u> | <u>January, 2022</u> | <u>5</u> |
| <u>00 41 00.03</u> | <u>Authorization to Transact</u> | <u>January, 2022</u> | <u>1</u> |
| <u>00 41 00.04</u> | <u>Business Worksheet</u> | <u>January, 2022</u> | <u>1</u> |
| <u>00 42 01</u> | <u>Non-Collusion Affidavit</u> | <u>January, 2022</u> | <u>1</u> |
| <u>00 43 25</u> | <u>Targeted Small Business</u> | <u>January, 2022</u> | <u>3</u> |
| <u>00 53 50</u> | <u>Form</u> | <u>January, 2022</u> | <u>3</u> |
| <u>00 72 31</u> | <u>Schedule of Bid Prices</u> | <u>January, 2022</u> | <u>1</u> |
| <u>00 73 00</u> | <u>Substitution Request</u> | <u>January, 2022</u> | <u>17</u> |
| <u>00 73 00.01</u> | <u>Form</u> | <u>January, 2022</u> | <u>1</u> |
| <u>01 10 00</u> | <u>Insurance and Bonds</u> | <u>January, 2022</u> | <u>2</u> |
| <u>01 23 00</u> | <u>General Conditions</u> | <u>January, 2022</u> | <u>1</u> |
| <u>01 25 00</u> | <u>Supplementary</u> | <u>January, 2022</u> | <u>3</u> |
| <u>01 26 00</u> | <u>Conditions</u> | <u>January, 2022</u> | <u>3</u> |
| <u>01 30 00</u> | <u>Sex Offender Form</u> | <u>January, 2022</u> | <u>19</u> |
| <u>01 40 00</u> | <u>Summary</u> | <u>January, 2022</u> | <u>4</u> |
| <u>01 60 00</u> | <u>Alternates</u> | <u>January, 2022</u> | <u>5</u> |
| <u>01 78 00</u> | <u>Substitution Procedures</u> | <u>January, 2022</u> | <u>2</u> |
| <u>02 41 00</u> | <u>Contract Modification</u> | <u>January, 2022</u> | <u>5</u> |
| <u>02 95 00</u> | <u>Procedures</u> | <u>January, 2022</u> | <u>2</u> |
| <u>11 68 00</u> | <u>Administrative</u> | <u>January, 2022</u> | <u>5</u> |
| <u>31 50 00</u> | <u>Requirements</u> | <u>January, 2022</u> | <u>7</u> |
| <u>32 18 13</u> | <u>Quality Requirements</u> | <u>January, 2022</u> | <u>26</u> |
| <u>32 18 24</u> | <u>Product Requirements</u> | <u>January, 2022</u> | <u>4</u> |
| <u>33 44 00</u> | <u>Closeout Submittals</u> | <u>January, 2022</u> | <u>10</u> |
| <u>33 44 60</u> | <u>Site Demolition</u> | <u>January, 2022</u> | <u>7</u> |
| <u>33 47 00</u> | <u>As Built Survey</u> | <u>January, 2022</u> | <u>7</u> |
| | <u>Play Field Equipment</u> | | |
| | <u>and Structures</u> | | |
| | <u>Excavation Support and</u> | | |
| | <u>Protection</u> | | |
| | <u>Synthetic Turf System</u> | | |
| | <u>Polyurethane Track</u> | | |
| | <u>Resurface</u> | | |
| | <u>Storm Drainage Utilities</u> | | |
| | <u>Synthetic Turf Impact</u> | | |
| | <u>Attenuation Pad</u> | | |
| | <u>Geomembrane</u> | | |

...

Addendum #1

02/01/2022

2

PAGE 10

[] AIA Document ~~E204™-2017~~, ~~E204™-2017~~, Sustainable Projects Exhibit, dated as indicated below:

...

(Insert the date of the ~~E204-2017~~-~~E204-2017~~ incorporated into this Agreement.)

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User Notes:

(3B9ADA32)

...

Brittania Morey, Board President

Brandon Kennedy, Chief Estimator



Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:09:57 ET on 03/01/2022 under Order No. 2114295400 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)