



2022-2023 SCHOOL YEAR – MEMORANDUM OF AGREEMENT

LINN-MAR COMMUNITY SCHOOL DISTRICT AND
JUNIOR ACHIEVEMENT OF EASTERN IOWA

WHEREAS, the LINN-MAR COMMUNITY SCHOOL DISTRICT hereinafter referred to as **DISTRICT**, and Junior Achievement of Eastern Iowa hereinafter referred to as **JUNIOR ACHIEVEMENT**, desire to enter into an Agreement for the purpose of enriching the DISTRICT curriculum, and

NOW THEREFORE IS AGREED:Responsibilities of **JUNIOR ACHIEVEMENT**:

1. Will provide all student materials, student study guides, teacher manuals, classroom volunteer manuals, test-generating software and other software licensing, shipping charges, classroom insurance, staff time for recruitment, placement, training and oversight of classroom volunteers and teachers, as well as other materials fees due to economic module participation (varies by class).
 - Classroom materials will be ordered and delivered directly to each participating classroom prior to the start of the Junior Achievement class.
2. Will prospect, recruit, train, schedule and place each volunteer as well as facilitate evaluation tools and recognition of each volunteer. Junior Achievement will serve as a liaison between the volunteer and teacher if any concerns arise during the Junior Achievement partnership. Will facilitate a joint District/Junior Achievement volunteer recognition program for all participating volunteers as desired by District.
3. Will provide an itemized cost statement of services based on current year's certified enrollment to District's Partnership Coordinator no later than January 31, 2023 for agreed upon 2022-2023 program services.
4. Will compile all District community volunteer hours and report them to District's Partnership Coordinator by June 30, 2023.
5. Will compile any program evaluation data and report impact and outcomes to District's Partnership Coordinator no later than August 15, 2023.
6. Will be available to present partnership overview, including volunteer, evaluation and impact details to District School Board at an agreed upon date each year.
7. Upon request, Junior Achievement will provide at no cost to the District:
 - All fees associated with facilitating the *JA Ourselves*[®] program in kindergarten classrooms.
 - All fees associated with facilitating the *JA Finance Park*[®] and *JA Financial Literacy* programs.
 - All costs associated with facilitating elementary, middle & high school career fairs, JA Launch Lesson, career speaker series and/or financial literacy fairs. Curriculum is available for student experiences, and upon request, is emailed to the district.

Responsibilities of **DISTRICT**:

1. District will identify a partnership coordinator who will be the primary contact for the District-Junior Achievement partnership.
2. Will provide a list of participating classes to Junior Achievement by May 31, 2022 for the 2022-2023 school year. All lists will be by school, grade, time period (if applicable), teacher's name and email and how many students will be participating in each classroom. Updates to this schedule should be received by Junior Achievement no later than September 15, 2023.

3. Will allow Junior Achievement to provide a 1-hour group teacher training to all teachers new to Junior Achievement during the school year. All training will be facilitated prior to the Junior Achievement partnership experience. Junior Achievement Education staff will provide the teacher training at a designated in-service or professional development workshop coordinated by the District.
4. All District teachers will facilitate a pre-program as well as a post-program evaluation instrument for each participating student in the Junior Achievement program. All program evaluations can be accessed at: <http://bit.ly/2GDjp7N>
5. Will pay Junior Achievement annually (based on statement received no later than January 31, 2023) at the rate of \$9.69 per student participating in the following grades:

Elementary*		Middle**	High**
First Grade	X	Sixth Grade	Ninth Grade
Second Grade	X	Seventh Grade	Tenth Grade
Third Grade	X	Eighth Grade	Eleventh Grade
Fourth Grade			Twelfth Grade
Fifth Grade			

- 'X' indicates a currently utilized program
- 'O' indicates a program that has been used historically but is not currently. District will be billed accordingly if this changes during the school year.
- 'P' indicates a program that will be piloted for the district at no cost for the school year

*All elementary school programs are designed to be taught down a grade-level or up a grade-level depending on the preference of the school district.

**Implementation of Junior Achievement's middle school and high school programs are flexible and are designed to be taught within a 6-9 or 8-12 grade level band depending on the district's preference.

For this reason, the district may select from the following programs to implement as part of the MOA:

Elementary Programs*	Middle School Programs**	High School Programs***
<i>JA Our Families</i> ®	<i>JA Economics for Success</i> ®	<i>JA Be Entrepreneurial</i> ®
<i>JA Our Community</i> ®	<i>JA Finance Park</i> ® Virtual	<i>JA Career Success</i> ®
<i>JA Our City</i> ®	<i>JA Global Marketplace</i> ®	<i>JA Company Program</i> ®
<i>JA Our Region</i> ®	<i>JA It's My Business!</i> ®	<i>JA Economics</i> ®
<i>JA More Than Money</i> ®	<i>JA It's My Future</i> ®	<i>JA Exploring Economics</i>
<i>JA Our Nation</i> ®	<i>JA It's My Job</i> ®	<i>JA Personal Finance</i> ®
		<i>JA Titan</i> ®
		<u>JA High School Courses</u>

Upon request, Junior Achievement provides partnered districts the following programs at no cost:

- *JA Ourselves*® program in Kindergarten classrooms.
- *JA Finance Park*® program.
- *JA Financial Literacy*® program in high school classrooms
- Elementary, middle & high school career fairs, JA Launch Lesson, career speaker series and/or financial literacy fairs, including emailed curriculum that corresponds with selected career event.

This Agreement shall be effective July 1, 2022 through June 30, 2023.

This Agreement may be amended at any time during its term by mutual consent of the parties. Any such amendment shall be in writing and signed by authorized representatives of both parties.

LINN-MAR COMMUNITY SCHOOL DISTRICT
Superintendent

Date

Partnership Coordinator's Name

Telephone Number

Partnership Coordinator's E-mail Address

LINN-MAR COMMUNITY SCHOOL DISTRICT
School Board President

Date

JUNIOR ACHIEVEMENT OF EASTERN IOWA
Area President

Date

JUNIOR ACHIEVEMENT OF EASTERN IOWA
Regional Executive Board Chairperson

Date

LICENSE AGREEMENT
COMMERCIAL

This license agreement (“Agreement”) is made on the Effective Date, as defined in the signature block, by Linn-Mar Community School District, an Iowa school corporation (“Licensor”), and the undersigned (“Licensee”).

1. Definitions

1.1 “Trademarks” means the word and logo marks depicted in Exhibit A.

1.2 “Licensed Product” means products bearing the Trademarks.

1.3 “Royalty Rate” means the percentage defined in Exhibit B.

1.4 “Net Sales” means Licensee’s gross invoice amount billed to customers of Licensed Products, less discounts and allowances actually shown on the invoice and, further, less any bona fide returns supported by credit memoranda actually issued to the customers. No other costs incurred in the manufacturing, selling, advertising, and distribution of the Licensed Products shall be deducted nor shall any deduction be allowed for any uncollectible accounts or allowances.

1.5 “Licensed Market” means the types of products that may be marked with the Trademarks, as defined in Exhibit B.

1.6 “Customers” means the people to whom Licensed Products may be sold, as defined in Exhibit B.

1.7 “Term” means the period of time, as defined in Exhibit B, starting from the Effective Date.

2. LICENSE

2.1 Scope of License. Licensor grants to Licensee a non-exclusive license to make, have made and sell Licensed Products in the Licensed Market throughout the world to Customers. Licensee shall not have the right to sub-license beyond the extent necessary to manufacture the Licensed Products. Licensee shall make no other use of the Trademarks.

2.2 Royalty. Licensee shall pay Licensor a royalty equal to the Royalty Rate times Net Sales.

2.3 Code of Conduct. The grant of the license to the Licensee is contingent upon Licensee agreeing to and adhering to the Code of Conduct, attached at Exhibit C.

3. LICENSOR’S CONTROL

3.1 In order to protect and preserve Licensor's rights in the Trademarks, Licensee agrees that (i) prior to the first use of the Trademarks by Licensee, Licensee shall obtain Licensor's approval of all aspects of such use, including quality of the Licensed Product; and (ii) once Licensee's use of the Trademarks is initially approved by Licensor, any subsequent modification in such use, including changes in quality of the Licensed Product, must be reviewed and approved by Licensor prior to implementation of such modification. Licensor may terminate this Agreement if Licensee fails to abide by these quality control provisions.

4. USE OF THE TRADEMARK

4.1 Trademark Format. Licensor retains the right to specify, from time to time, the format in which Licensee shall use the Trademarks, and Licensee shall only use the Trademarks in a format approved by Licensor.

4.2 Proper Notice and Acknowledgment. Every use of the Trademark by Licensee shall incorporate a superscript TM or a circle enclosing an R, as directed by Licensor.

4.3 Impairment of Licensor's Rights. Whether during or after the term of this Agreement, Licensee shall not challenge or otherwise impair Licensor's rights in the Trademarks. Licensee shall not apply for the registration of, or cause or allow the filing of an application for the registration of, a tradename, trademark or service mark which is identical to or confusingly similar to any of the Trademarks.

4.4 Licensor's Rights and Remedies. Licensee agrees that Licensor retains, and may exercise, all rights and remedies available to Licensor as a result of Licensee's breach of this Agreement, misuse of the Trademarks, or any other use of the Trademarks by Licensee which is not expressly permitted by this Agreement.

5. TERMINATION

5.1 Termination without Cause. Either party may terminate this Agreement, with or without cause, by delivering written notice of termination to the other party, and, unless a later date is specified in such notice, termination shall be effective thirty (30) days after the date such notice is given.

5.2 Termination for Cause. Notwithstanding the provisions of Section 5.1, this Agreement shall automatically terminate without notice from Licensor if: (i) Licensee violates the Code of Conduct; (ii) Licensee attempts to assign, transfer or otherwise convey, without first obtaining Licensor's written consent, any of the rights granted to Licensee; (iii) Licensee fails to obtain Licensor's approval of Licensee's use of the Trademark in accordance with Section 3 of this Agreement; (iv) Licensee uses the Trademark in a manner in violation of, or otherwise inconsistent with, the restrictions imposed by or in connection with Section 4 of this Agreement; or (v) Licensee uses the

Trademark in a manner not expressly permitted by this Agreement.

5.3 Effect of Termination. All rights granted by this Agreement, shall expire upon termination of this Agreement, and upon termination Licensee shall immediately cease and desist from all further use of the Trademarks, except that Licensee may continue to sell off Licensed Products in its inventory for a period of ninety (90) days.

6. REPORTING AND PAYMENTS

6.1 Licensee shall provide Licensor a report within thirty (30) of the end of each Reporting Period, as defined in Exhibit B. The report shall detail the number of Licensed Products sold, the Net Sales of Licensed Products and royalties due. The report shall be accompanied by payment of the royalties due. If no royalties are due, the report shall so state.

7. MISCELLANEOUS

7.1 Indemnification. Licensee agrees to indemnify and hold harmless Licensor and its board, officers, employees and contractors from any and all claims or allegations for damage or injury to persons or property or for loss of life or limb under any product liability, tort liability or similar cause of action arising out of or in connection with (i) its activities or (ii) the use of Licensed Products by third parties.

7.2 Assignment. Except as permitted, Licensee shall not assign, sublicense, transfer, or otherwise convey Licensee's rights or obligations without Licensor's prior written consent.

7.3 Applicable Law. This Agreement shall be interpreted, construed, and enforced pursuant to, and in accordance with, the laws of the State of Iowa. Parties agree that jurisdiction is proper in the courts of Linn County, Iowa.

7.4 Entire Agreement. This Agreement supersedes all previous agreements, understandings, and arrangements between the parties, whether oral or written, and constitutes the entire agreement between the parties.

7.5 Amendments. This Agreement may not be modified except by an agreement in writing executed by the parties hereto.

7.6 Waivers. The waiver by either party of a breach or other violation of any provision of this Agreement shall not operate as a waiver of any subsequent breach of the same or other provision of this Agreement.

7.7 Notice. All communication to be given under this Agreement shall be in writing and shall be delivered by hand, by facsimile, by registered or certified mail through the United States postal service, or by courier service at the addresses listed below.

(IMG\jpg):

7.8 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized representatives as of the date first set forth above.

Please print (except for your signature) and provide all the information requested.

Licensee: (Non-Commercial)

Full Name of Team/Entity: KMRY Radio
(Example: LM Starz 3rd Gr Girls' BB Team)

Contact's Title/Position: Owner/President
(Example: Head Coach)

Contact's Printed Name: Jim Ecker

Contact's Signature: *Jim Ecker* Date Signed: 1/27/2022

How to Reach Contact: Phone: 319-538-2980

Email: Jim Ecker @ kmryradio.com

Full Address: 4250 Glass Road NE, Suite 200
Cedar Rapids, Iowa 52402

Licensors:

Linn-Mar Community School District
2999 N 10th Street, Marion, IA 52302
District Contact: JT Anderson, Chief Financial/Operating Officer
Email: jtanderson@Linnmar.k12.ia.us
Phone: 319-447-3008

Approver's Printed Name & Title: _____

Approver's Signature: _____ Date: _____

Exhibit A



a)



b)



c)



d)



e)



f)

g) Linn-Mar Community School District

h) Linn-Mar Lions

Exhibit B

Commercial

Royalty Rate: 8%

Licensed Markets: Everything not prohibited by the Code of Conduct

Customers: Everyone

Term: 1 year

Reporting Period: Quarterly

CODE OF CONDUCT
COMMERCIAL

Prohibited Items. License shall not use any Trademarks in connection with the promotion of sexual activity or tobacco, alcohol or illegal drug use including refraining from using the Trademarks: i) in combinations with any positive or neutral mention of sexual activity, tobacco, alcohol or illegal drugs; and ii) on any item used during sexual activity or used for consuming tobacco, alcohol or illegal drugs.

Supplier Performance. Licensee is expected to provide the highest level of ethics and service in all business facets which include categories such as products and services, delivery, administration, and customer service. Licensee shall not engage in unscrupulous business practices and misrepresentations of any type. Licensee and its representatives shall be courteous, considerate, prompt, and businesslike with those whom they deal including employers, employees, suppliers, and the general public. Licensees may be subject to formal evaluations.

Gifts. Licensor's officials and employees cannot accept anything of value from a Licensee, such as personal gifts or gratuities, which may be construed to have been given to influence the official or employee.

Compensation. Licensee shall ensure that its employees and the employees of all its subcontractors, shall earn at least the minimum wage as required by the law of the location of manufacture.

Working Conditions. Licensee shall provide a safe and healthy working environment, and have a safety program that proactively identifies and eliminates workplace hazards. Employees shall not be required to work more than the limits on the regular hours allowed by the law of the location of manufacture.

Worker Rights. Employees of Licensee and sub-contractors shall have the right to speak up about working conditions without fear of retaliation. No employee may be subjected to physical, sexual or verbal harassment. No employee may be discriminated against in employment in any way on the basis of race, creed, color, religion, gender, age, national origin, marital status, sexual orientation, gender identity, covered military veteran, disability, genetic information, familial status, physical attribute, political belief/party preference, or socio-economic status.

Legal Compliance. Licensee shall comply with all the laws and regulations governing the workplace and Licensees conduct of its business affairs. Where there are differences or conflicts with this Code of Conduct and the applicable laws, the higher standard will prevail.

DATE: January 31, 2022

NOTICE OF AWARD

TO: Modern Builders, Inc.
201 Main Street
ADDRESS: PO Box 418
Janesville, IA 50647

PROJECT: 1218610

CONTRACT FOR: 2022 Echo Hill & Novak Elementary School Roof Improvements
Linn-Mar Community School District

You are notified that your Bid dated January 12, 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 and Base Bid 2.

The Contract Price of your contract is Eight Hundred Eighty-Six Thousand Two Hundred Dollars and 00/100 (\$886,200.00), 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 11, 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 Echo Hill & Novak Elementary
School Roof Improvements
Project # 1218610

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

Modern Builders, Inc..

Contractor

By:

Authorized Signature

Title

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-eighth 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)

Modern Builders, Inc.
201 Main Street
PO Box 418
Janesville, IA 50647
Telephone Number: 319-987-2911

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

2022 Echo Hill & Novak Elementary School Roof Improvements

Echo Hill Elementary 400 Echo Hill Rd, Marion, IA 52302
Novak Elementary 401 29th Ave, Marion, IA 52302

Base Bid 1 - Echo Hill Reroofing, Snow Retention System, Gutter and Downspout

Base Bid 2 - Novak Reroofing, snow retention system, siding repair, Gutter and downspout

Shive-Hattery Project # 1218610

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.

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.

Init.

§ 3.3 Substantial Completion

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

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

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

[X] 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 Eight Hundred Eighty-six Thousand Two Hundred Dollars and Zero Cents (\$ 886,200.00), 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
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§ 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)
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§ 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 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 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.

Init.

(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)

Rick Stensland
Modern Builders,
Inc.
201 Main Street
PO Box 418

Init.

Janesville, IA 50647
Telephone Number: 319-987-2911

Mobile Number: 319-240-0123
Email Address: rick@moderniowa.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 a 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 Contracts 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 a 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:

Init.

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

.5 Drawings

Number	Title	Date
Refer to Issued for Bid Plan Set	2022 Echo Hill & Novak Elementary School Roof Improvements	December 14, 2021

.6 Specifications

Section	Title	Date	Pages
Refer to Issued for Bid Project Manual	2022 Echo Hill & Novak Elementary School Roof Improvements	December 14, 2021	146

.7 Addenda, if any:

Number	Date	Pages
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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:

(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.)

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

OWNER (Signature)

(Printed name and title)

Rick Stensland

CONTRACTOR (Signature)

Rick Stensland President

(Printed name and title)

Init.