



CONTRACT AGREEMENT

2021 Roof Replacement for Excelsior Middle School

Linn-Mar Community School District

The Linn-Mar Community School District hereby accepts the bid by:

Jim Giese Commercial Roofing  
(Name of Contractor)

in the amount of \$ 161,910.00 for the project as described on page 2, and is subject to receipt of acceptable Performance Bonds, Insurance, and signature below.

\_\_\_\_\_  
Signature of Authorized District Representative

\_\_\_\_\_  
Date

As per board approval on \_\_\_\_\_  
Date

-----  
We, Jim Giese Commercial Roofing hereby accept the terms and conditions as stated in this letter. Our bid is also attached, which becomes part of this acceptance.

Jim Giese Commercial Roofing  
Name of Company

03/29/2021  
Date

*Mike Cota*  
Signature of Authorized Representative

\$161,910.00  
Bid Amount

Mike Cota, General Manager

Printed Name of Authorized Representative



**TIME FOR COMMENCEMENT AND COMPLETION OF WORK:**

The work shall be authorized to commence as soon as the contract is approved by the School Board or when weather permits, and shall be substantially completed on or before **Monday, August 2, 2021**. Final Completion of paperwork should be done by **Friday, August 27, 2021**.

**SCOPE OF WORK:**

Roof replacement work to take place at:  
Linn-Mar Community School District  
Excelsior Middle School  
3555 10<sup>th</sup> Street  
Marion, Iowa 52302

The following work to repair existing roofs damaged from high winds as a result of the August 10, 2020 Derecho weather event.

Scope of Work to be completed by Jim Giese Commercial Roofing, Inc. as agreed to by Linn-Mar Community School District and Shive-Hattery respectively:

Excelsior Middle School, Roof Section R:

Roof repairs will consist of removal of current system down to the existing roof deck and any associated sheet metal flashing and trim.

Tear-off material removal and disposal is the responsibility of the contractor.

Replacement roof assembly, top to bottom, will consist of

- Fully-adhered roof field membrane and associated flashings,
- ¼" gypsum sheathing cover board
- Mechanically attached insulation system
- Self-adhered metal deck appropriate vapor barrier
- Existing metal roof deck.

Details as follow:

Once the existing roofing has been torn off, the existing deck must be inspected. After the deck has been found to be sound, it can be prepared and ready for acceptance of new roofing materials. Contractor is to install flute filler insulation. If there is flute filler insulation present in acceptable condition, it may be saved and reused.

The roofing system manufacturer's recommended self-adhered metal deck appropriate vapor barrier is to be installed. Vapor barrier to be installed must extend up any adjacent wall, roof penetration or area divider to the finished height of the insulation system. Roof edge nailers may need to be adjusted for added insulation height with fire resistant blocking. Two layers 2.6" faced polyisocyanurate flat-stock insulation is to be installed with a minimum of 6" staggered insulation joints. Replacement insulation, flat and tapered if required, is to be ASTM C 1289, Type II, Class 1, Grade 2, 20 PSI with uncoated glass facer. Cover board basis of design is .25" DensDeck Faced Gypsum. Insulation and cover board is to be mechanically fastened to the deck conforming to the uplift standards of the original design minimum or listed herein which-ever is more stringent. All roof drain conditions will conform to the original installation. Any membrane attachment and flashing will conform to manufacturer's requirements for the product line and warranty requirements.

Membrane specified is 90 mil EPDM. Manufacturers to be considered are Carlisle, Versico or Firestone. Membrane is to be black in color. Roof edge metal treatment specified for this project, basis of design is Metal-Era AnchorTite 24 gauge in a factory finish, color as existing and approved by the owner. Submittal documents to be approved by Shive-Hattery prior to installation.

All components except the edge treatment are to be sourced and/or approved from the same manufacturer.

This roof will include a manufacturer's 30-year warranty and installed to 72mph windspeed and uplift requirements. A 2-year installer's warranty for defects is also required.

## **BONDS**

Bidder will enter into a Contract for the work bid upon and will furnish after the award of the Contract, a corporate surety bond or bonds, acceptable to the Owner, for the faithful performance of the Contract, in an amount equivalent to 100% of the amount of the Contract.

## **CONTRACTOR'S INSURANCE**

Insurance policies required by this insurance section shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the Owner.

If this insurance is written on the Comprehensive General Liability policy form, the Certificates shall be on an ACORD form, completed and supplemented in accordance with AIA G715, Instruction Sheet and Supplemental Attachment for an ACORD Certificate of Insurance form.

All liability policies which include the Owner as an additional insured shall include a Governmental Immunities Endorsement, pursuant to Chapter 670.4 of the Iowa Code, which endorsement shall include the following provisions:

**Non-waiver of Government Immunity:** The insurance carrier expressly agrees and states that the purchase of this policy and including the Owner as an Additional Insured does not waive any of the defenses of governmental immunity available to the Owner under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

**Claims Coverage:** The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defenses of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

**Assertion of Government Liability:** The Owner shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurance carrier.

**Non-Denial of Coverage:** The insurance carrier shall not deny coverage or deny any of the rights and benefits accruing to the Owner under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Owner.

Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than one million (\$1,000,000) each occurrence, two million (\$2,000,000) general aggregate (endorsed to apply on a per project basis), and two million (\$2,000,000) aggregate for products-



completed operations hazard (maintain for (2) two years after final payment), providing coverage for claims including.

**PROGRESS PAYMENTS:**

At least 30 (thirty) days before the date established for each progress payment the contractor shall submit to the Roofing Consultant an itemized Application for Payment for operations completed in accordance with the schedule of values. The application shall be notarized and supported by all data substantiating the Contractor's right to payment that the Owner or Roof Consultant require, such as copies of requisitions, and releases and waivers of liens for Subcontractors and suppliers. The Contract Documents require the Contractor to retain 5% of the payments until some Final Completion.

After the Roof Consultant has issued a Certificate for Payment and the Owner has approved the Application for Payment the Owner shall make payment in the manner provided in the contract documents and in accordance with Iowa Code Chapter 26 and 573, latest edition.

Neither the Owner nor the Roof Consultant shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

**CONTRACTOR'S CONSTRUCTION AND SUBMITTAL SCHEDULE**

The Contractor promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Roofing Consultant's approval. The Roofing Consultant approval shall not be unreasonable delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) all the Roof Consultant reasonable time to review submittals.

Submittals for this project are to be submitted to Shive-Hattery for review prior to construction through Newforma.

**NICOTINE FREE ZONE:**

Nicotine is not allowed on the Owner's premises which includes personal company vehicles parked on the Owner's property.

**SEX OFFENDER ACKNOWLEDGEMENT AND CERTIFICATION**

- Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Contractor, all sub-contractors, suppliers and vendors acknowledge and certify that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor, sub-contractor, supplier or vendor at the schools of the District.
- The Contractor and all sub-contractors, suppliers and vendors shall provide a signed original of an Acknowledgment and Certification letter (provided at the end of this Document). No worker of the Contractor, sub-contractors, suppliers or vendors will be allowed to work, deliver or conduct business on site until this letter is received by the Architect.
- It shall be the responsibility of the Contractor to provide the Acknowledgment and Certification letter to all sub-contractors, suppliers and vendors. An initial list of sub-contractors, suppliers and vendors shall be provided to the Architect with the signed contract. Updates to the sub-



contractor, supplier and vendor list shall be provided to the Architect within three (3) days after any additional entities are contracted with by the Contractor.

**FINAL COMPLETION AND FINAL PAYMENT:**

Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Roof Consultant a lien waiver and warranties.

Final payment will be made no less than thirty (30) days after the date of acceptance of the Work by the Owner subject to the provisions of Sections 9.10.1 through 9.10.5. The following documents shall be completed by the contract completion date listed on the Form of Agreement and shall be received prior to making final payment:

- Warranties
- Lien Waivers
- Operation & Maintenance manuals

The system must comply with and conform to warranty standards from the manufacturer. Upon completion, a 30-year manufacturer's NDL warranty for labor and material is to be provided.

SECTION 00 7300.01

SEX OFFENDER ACKNOWLEDGMENT AND CERTIFICATION

Jim Giese Commercial Roofing ("Company") is providing services to the Linn-Mar Community School District ("District") as a vendor, supplier, or contractor or is operating or managing the operations of a vendor, supplier or contractor. The services provided by the Company may involve the presence of the Company's employees upon the real property of the schools of the District.

The Company acknowledges that Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Company further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor, vendor or supplier of services or volunteer at the schools of the District.

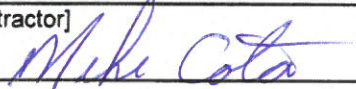
The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.

This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document, that he/she understands its terms, and that he/she not only has the authority to sign the document on behalf of the Company, but has signed it knowingly and voluntarily.

Dated: 03/29/2021

Jim Giese Commercial Roofing [name of vendor/supplier/contractor/sub-contractor]

By: 

Printed Name: Mike Cota

Title: General Manager



CONTRACT AGREEMENT

2021 Roof Replacement for Transportation/Ops/Maintenance Bldg

Linn-Mar Community School District

The Linn-Mar Community School District hereby accepts the bid by:

Septagon Construction Co., Inc. - Cedar Rapids

(Name of Contractor)

in the amount of \$ 91,600.00 for the project as described on page 2, and is subject to receipt of acceptable Performance Bonds, Insurance, and signature below.

\_\_\_\_\_  
Signature of Authorized District Representative

\_\_\_\_\_  
Date

As per board approval on \_\_\_\_\_

Date

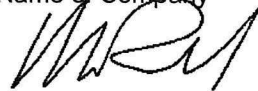
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We, \_\_\_\_\_ hereby accept the terms and conditions as stated in this letter. Our bid is also attached, which becomes part of this acceptance.

Septagon Construction Co., Inc. - Cedar Rapids

3/18/21

Name of Company

Date



\$ 91,600.00

Signature of Authorized Representative

Bid Amount

Michael Russell

Printed Name of Authorized Representative



#### **TIME FOR COMMENCEMENT AND COMPLETION OF WORK:**

The work shall be authorized to commence as soon as the contract is approved by the School Board or when weather permits, and shall be substantially completed on or before **Monday, August 2, 2021**. Final Completion of paperwork should be done by **Friday, August 27, 2021**.

#### **SCOPE OF WORK:**

Restoration work to take place at Linn-Mar Transportation Operations and Maintenance LMCS D. The following work to repair existing buildings damaged from high winds and windblown debris as a result of the August 10, 2020 Derecho weather event.

Scope of Work to be completed by Septagon as agreed to by LMCS D and Shive-Hattery respectively:

Transportation Operations and Maintenance Buildings and Pump Island Canopy:

Removal and replacement of damaged steel panels, trim, and accessories on both buildings and the pump island canopy. This contract also includes restorative repairs from corrosion issues on the operations building.

Details as follow:

Removal and replacement of damaged siding and roofing panels, insulation repairs where necessary, gutter repairs, and snow guard repairs. All necessary trim to facilitate replacement of these items including but not limited to fascia, ridge cap, bird stop and support mechanisms. Where insulation is found to be damaged repair or replacement of these items will be completed to a uniform appearance. Patching of existing insulation facers is acceptable with similar materials. Material to be used is to be of the same gauge, fastening pattern, and color. Some fade is to be expected but the contractor will be expected to align panels to minimize color differences from fading. While making corrosion repairs the contractor is to consider salvage/harvested panels from storm damaged areas and align similarly faded material when appropriate.

All components to be used are to be similar to existing and not adversely affect any manufacturer warranty in force. This work is to be coordinated and scheduled with Linn-Mar staff as they will occupy the facility at all times during construction. Work areas are to be kept clean, debris becomes the responsibility of the contractor.

#### **BONDS**

Bidder will enter into a Contract for the work bid upon and will furnish after the award of the Contract, a corporate surety bond or bonds, acceptable to the Owner, for the faithful performance of the Contract, in an amount equivalent to 100% of the amount of the Contract.

#### **CONTRACTOR'S INSURANCE**

Insurance policies required by this insurance section shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the Owner.

If this insurance is written on the Comprehensive General Liability policy form, the Certificates shall be on an ACORD form, completed and supplemented in accordance with AIA G715, Instruction Sheet and Supplemental Attachment for an ACORD Certificate of Insurance form.



All liability policies which include the Owner as an additional insured shall include a Governmental Immunities Endorsement, pursuant to Chapter 670.4 of the Iowa Code, which endorsement shall include the following provisions:

**Non-waiver of Government Immunity:** The insurance carrier expressly agrees and states that the purchase of this policy and including the Owner as an Additional Insured does not waive any of the defenses of governmental immunity available to the Owner under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

**Claims Coverage:** The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defenses of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

**Assertion of Government Liability:** The Owner shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurance carrier.

**Non-Denial of Coverage:** The insurance carrier shall not deny coverage or deny any of the rights and benefits accruing to the Owner under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Owner.

Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than one million (\$1,000,000) each occurrence, two million (\$2,000,000) general aggregate (endorsed to apply on a per project basis), and two million (\$2,000,000) aggregate for products-completed operations hazard (maintain for (2) two years after final payment), providing coverage for claims including.

#### **PROGRESS PAYMENTS:**

At least 30 (thirty) days before the date established for each progress payment the contractor shall submit to the Roofing Consultant an itemized Application for Payment for operations completed in accordance with the schedule of values. The application shall be notarized and supported by all data substantiating the Contractor's right to payment that the Owner or Roof Consultant require, such as copies of requisitions, and releases and waivers of liens for Subcontractors and suppliers. The Contract Documents require the Contractor to retain 5% of the payments until some Final Completion.

After the Roof Consultant has issued a Certificate for Payment and the Owner has approved the Application for Payment the Owner shall make payment in the manner provided in the contract documents and in accordance with Iowa Code Chapter 26 and 573, latest edition.

Neither the Owner nor the Roof Consultant shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

#### **CONTRACTOR'S CONSTRUCTION AND SUBMITTAL SCHEDULE**

The Contractor promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Roofing Consultant's approval. The Roofing Consultant approval shall not be unreasonable delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) all the Roof Consultant reasonable time to review submittals.

Submittals for this project are to be submitted to Shive-Hattery for review prior to construction through Newforma.

**NICOTINE FREE ZONE:**

Nicotine is not allowed on the Owner's premises which includes personal company vehicles parked on the Owner's property.

**SEX OFFENDER ACKNOWLEDGEMENT AND CERTIFICATION**

- Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Contractor, all sub-contractors, suppliers and vendors acknowledge and certify that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor, sub-contractor, supplier or vendor at the schools of the District.
- The Contractor and all sub-contractors, suppliers and vendors shall provide a signed original of an Acknowledgment and Certification letter (provided at the end of this Document). No worker of the Contractor, sub-contractors, suppliers or vendors will be allowed to work, deliver or conduct business on site until this letter is received by the Architect.
- It shall be the responsibility of the Contractor to provide the Acknowledgment and Certification letter to all sub-contractors, suppliers and vendors. An initial list of sub-contractors, suppliers and vendors shall be provided to the Architect with the signed contract. Updates to the sub-contractor, supplier and vendor list shall be provided to the Architect within three (3) days after any additional entities are contracted with by the Contractor.

**FINAL COMPLETION AND FINAL PAYMENT:**

Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Roof Consultant a lien waiver and warranties.

Final payment will be made no less than thirty (30) days after the date of acceptance of the Work by the Owner subject to the provisions of Sections 9.10.1 through 9.10.5. The following documents shall be completed by the contract completion date listed on the Form of Agreement and shall be received prior to making final payment:

- Warranties
- Lien Waivers
- Operation & Maintenance manuals

The system must comply with and conform to warranty standards from the manufacturer. Upon completion, a 30-year manufacturer's NDL warranty for labor and material is to be provided.



**SECTION 00 7300.01**

**SEX OFFENDER ACKNOWLEDGMENT AND CERTIFICATION**

Septagon Construction Co., Inc. - Cedar Rapids ("Company") is providing services to the

Linn-Mar Community School District ("District") as a vendor, supplier, or contractor or is operating or managing the operations of a vendor, supplier or contractor. The services provided by the Company may involve the presence of the Company's employees upon the real property of the schools of the District.

The Company acknowledges that Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Company further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor, vendor or supplier of services or volunteer at the schools of the District.


The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.

This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document, that he/she understands its terms, and that he/she not only has the authority to sign the document on behalf of the Company, but has signed it knowingly and voluntarily.

Dated: 3/18/21

Septagon Construction Co., Inc.- Cedar Rapids [name of vendor/supplier/contractor/sub-contractor]

By: 

Printed Name: Michael Russell

Title: President



# 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 Eighteenth day of March in the year Two Thousand Twenty-one  
(*In words, indicate day, month and year.*)

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

Linn-Mar Community School District 1207390  
2999 North 10<sup>th</sup> Street  
Marion, Iowa 52302  
Phone: 319-447-3000

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

Universal Climate Control  
107 South 10th Avenue  
Coralville, Iowa 52241  
Phone: 319-354-1636

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

Indian Creek Elementary School Gym HVAC Replacement  
2999 North 10th St.  
Marion, Iowa 52302

The project involves the HVAC system serving the gymnasium consisting of the replacement of the existing roof mounted air handler and associated exterior ductwork and the replacement of the existing roof mounted exhaust fan, as well as related controls, piping, balancing, and electrical work.

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

Shive-Hattery, Inc.  
2839 Northgate Drive  
Iowa City, Iowa 52245  
Phone: 319-354-3040  
Fax: 319-354-6921

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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User Notes:

(1297698864)

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
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- 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:

*(Paragraphs deleted)*

Onsite work may commence on June 14, 2021 and shall be substantially completed by August 6, 2021.

§ 3.2 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.

*(Paragraph deleted)*

*(Table deleted)*

*(Paragraphs deleted)*

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 Twenty-three Thousand Eight Hundred Dollars and Zero Cents (\$123,800.00), 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: N/A

*(Table deleted)*

§ 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.)*

*(Table deleted)*

N/A

§ 4.3 Allowances, if any, included in the Contract Sum:

*(Identify each allowance.)*

*(Table deleted)*

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.)*

*(Table deleted)*

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, is liable for and will pay the Owner for any extra costs for engineering or architectural services, construction observation services and related expenses necessitated by the delayed prosecution of the Work by the Contractor beyond the date of Substantial Completion required by the Agreement. Such costs are in no way a penalty but represent additional expenses to the Owner caused by the Contractor's delay in completing the Work.

*(Paragraphs deleted)*

**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.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 30th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30th day of the following 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.

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§ 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.)*

N/A

§ 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.)*

The Contractor and the Contractor's surety, if any, is liable for and will pay the Owner for any extra costs for engineering or architectural services, construction observation services and related expenses necessitated by the delayed prosecution of the Work by the Contractor beyond the date of Substantial Completion required by the Agreement. Such costs are in no way a penalty but represent additional expenses to the Owner caused by the Contractor's delay in completing the Work.



§ 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 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.)*

No retainage will be released at Substantial Completion unless the requirements of Section 00 7300 – Supplementary Conditions, Article 9.8.

§ 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.

### § 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.) N/A*

## 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.)*

Litigation in a court of competent jurisdiction

*(Paragraphs deleted)*

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, CFO/Board Treasurer  
2999 North 10<sup>th</sup> Street  
Marion, Iowa 52302  
Phone: 319-447-3000  
Email: [jtanderson@linnmar.k12.ia.us](mailto:jtanderson@linnmar.k12.ia.us)

§ 8.3 The Contractor's representative:

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

Lonnie Kliem, Project Manager  
107 South 10th Avenue  
Coralville, Iowa 52241  
Phone: 319-354-1636  
Email: [lkliem@ucchvac.com](mailto:lkliem@ucchvac.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.)*

Init.

(Paragraphs deleted)

**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

Number	Title	Date
G0000	Cover Sheet	February 9, 2021

.6 Specifications

Section	Title	Date	Pages
00 0110	Table of Contents	February 9, 2021	2

.7 Addenda, if any:

Number	Date	Pages
1	February 15, 2021	1
2	February 24, 2021	2

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

(Paragraphs deleted)

documents, if any, listed below:

See AIA Document A102 – 2017 Exhibit A for Insurance and Bond and the attached Supplements.

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

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
(Printed name and title)

  
\_\_\_\_\_  
CONTRACTOR (Signature)

\_\_\_\_\_  
Mr. Shannon Meyers, General Manager  
(Printed name and title)

Init.

**SECTION 00 5350**  
**INSURANCE AND BONDS - A101 EXHIBIT A SUPPLEMENTS**

**INSURANCE AND BONDS**

The following supplements modify, change, delete from and/or add to the American Institute of Architects (AIA) Document A101 – 2017 Exhibit A, Insurance and Bonds. Where any article, section or clause and/or portion thereof of the Exhibit A – Insurance and Bonds is modified and/or deleted by these supplementary conditions, the unaltered portions of that article, section and/or clause and/or portion thereof remain in effect.

**ARTICLE A.2 OWNER'S INSURANCE**

The following Sections in Article A.2 are either selected, not selected or revised as stated below:

- A.2.4.1 Loss of Use, Business Interruption Insurance with policy limit of \$50,000 is selected. Delete the words "and Delay in Completion Insurance,"
- A.2.4.2 Ordinance or Law Insurance with policy limit of \$500,000 is selected.
- A.2.4.3 Expediting Cost Insurance with policy limit of \$50,000 is selected.
- A.2.4.4 Extra Expense Insurance with policy limit of \$50,000 is selected.
- A.2.4.5 Civil Authority Insurance is not selected.
- A.2.4.6 Ingress/Egress Insurance is not selected.
- A.2.4.7 Soft Costs Insurance with policy limit of \$50,000 is selected.
- A.2.5.1 Cyber Security Insurance is not selected.
- A.2.5.2 Other Insurance is not selected.

**ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS**

The following Sections in Article A.3 are either selected, not selected or revised as stated below:

- A.3.1.1 In the last sentence, after the words "Contractor's Commercial General Liability", add the words "Commercial Auto Liability, Pollution coverage, if applicable,"
- A.3.1.1 After the last sentence, add the sentence:

Insurance policies required by this insurance section shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the Owner and Architect.

Add the following to Section A.3.1.1:

- A.3.1.1.1 If this insurance is written on the Comprehensive General Liability policy form, the Certificates shall be on an ACORD form, completed and supplemented in accordance with AIA G715, Instruction Sheet and Supplemental Attachment for an ACORD Certificate of Insurance form.
- A.3.1.1.2 The Owner shall provide written notification to the Contractor of the cancellation or expiration of any insurance required by Exhibit A. The Owner shall provide such written notice within five (5) business days of the date the Owner is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.
- A.3.1.3 In the first sentence, after the words "commercial general liability," add the words "commercial auto liability, pollution coverage, if applicable, and excess or umbrella liability"



**SECTION 00 5350**

**INSURANCE AND BONDS - A101 EXHIBIT A SUPPLEMENTS**

- A.3.2.1 Add the following A.3.2.1.1 to Section A.3.2.1
- A.3.2.1.1 All insurance coverages, except workers compensation, provided by the Contractor under A.3 shall provide for a waiver of subrogation to the Owner, Architect and Architect's consultants, and agents and employees.
- A.3.2.2 Replace Section A.3.2.2.1 in its entirety with the following:
- A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than one million (\$1,000,000) each occurrence, two million (\$2,000,000) general aggregate (endorsed to apply on a per project basis), and two million (\$2,000,000) aggregate for products-completed operations hazard (maintain for (2) two years after final payment), providing coverage for claims including
- A.3.2.2.1 Replace Section A.3.2.2.1.5 in its entirety with the following:
- A.3.2.2.1.5 \$250,000 limit for damage to premises rented to Contractor
- A.3.2.2.1 Add Sections A.3.2.2.1.6 through A.3.2.2.1.9:
- A.3.2.2.1.6 \$10,000 limit on medical expenses on any one person
- A.3.2.2.1.7 \$10,000 limit on medical
- A.3.2.2.1.8 Contractual liability for personal & advertising injury
- A.3.2.2.1.9 Electronic data liability to policy limits
- A.3.2.2.2 Delete Section A.3.2.2.2.4
- A.3.2.3 Revise Section A.3.2.3 as follows:
- A.3.2.3 Automobile Liability policy limits will be not less than one million (\$1,000,000) per accident.
- A.3.2.3 Add to the end of the last sentence "including coverage for pollution liability broaden cover for automobile per CA 9948 and MCS 90 filings if required by law.
- A.3.2.4 Revise Section A.3.2.4 as follows:
- A.3.2.4 Revise the second sentence in Section A.3.2.4 to read "...Commercial General Liability, 00 Automobile Liability, and Employer Liability..."
- A.3.2.6 Employers' Liability policy limits will be not less than one million (\$1,000,000) each accident, one million (\$1,000,000) each employee, and one million (\$1,000,000) policy limit.
- A.3.2.8 Policy limits will be not less than two million (\$2,000,000) per claim and two million (\$2,000,000) in the aggregate for Professional Liability insurance.
- A.3.2.9 Policy limits will be not less than two million (\$2,000,000) per claim and two million (\$2,000,000) in the aggregate for Pollution Liability insurance.
- A.3.2.10 If a Combined Professional Liability and Pollution Liability insurance policy is procured, policy limits will be not less than five million (\$5,000,000) per claim and five million (\$5,000,000) in the aggregate.

**SECTION 00 5350**

**INSURANCE AND BONDS - A101 EXHIBIT A SUPPLEMENTS**

- A.3.2.11 Policy limits will be not less than one million (\$1,000,000) per claim and two million (\$2,000,000) in the aggregate for maritime liability risks insurance.
- A.3.3.2.2 Railroad Protective Liability Insurance is not required and therefore A.3.3.2.2 is not selected.
- A.3.3.2.5 After the word "owned" add the words "and rented".
- A.3.3.2.6 Add the following other insurance coverage to A.3.3.2.6:

Should the Contractor's sub-contractors and/or its lower tier sub-contractor's work involve the moving, lifting, lowering, rigging and/or hoisting of property and/or equipment, the sub-contractor carries Rigger's Liability insurance to insure against physical loss or damage to the property and/or equipment in the amount no less than one million (\$1,000,000).

**END OF SECTION**



## Facility Use Agreement

The American National Red Cross ("Red Cross"), a non-profit corporation chartered by the United States Congress, provides services to individuals, families and communities when disasters strike. The disaster relief activities of the Red Cross are made possible by the American public who support the Red Cross with generous donations. The Red Cross's disaster services are also supported by facility owners who permit the Red Cross to use their buildings as shelters and other service delivery sites for disaster victims. This agreement is between the Red Cross and a facility owner ("Owner") so the Red Cross can use the facility to provide services during a disaster. This agreement only applies when Red Cross requests use of the facility and is managing the activity at the facility.

### Parties and Facility

#### Owner:

Full Name of Owner	Linn-Mar Community School District
Address	2999 North 10th St., Mason, IA 52302
24-Hour Point of Contact Name and Title Work Phone Cell Phone	J.T. Anderson CFO/Board Secretary (319) 447-3008 (319) 440-9373
Address for Official Notices (only if different from above address)	

#### Red Cross:

Chapter Name	American Red Cross of Eastern Iowa
Chapter Address	317 7th Ave SE Ste. 205 Cedar Rapids, IA 52401
24-Hour Point of Contact Name and Title Work Phone Cell Phone	Cliff Haynes, Disaster Program Manager 435-830-2567
Address for Official Notices	American Red Cross, Disaster Cycle Services Logistics, 8550 Arlington Blvd., Fairfax, VA 22031

#### Facility:

Insert name and complete street address of building or, if multiple buildings, write "See attached facility list," and attach facility list, including complete street address of each building that is part of this agreement. If the Red Cross will use only a portion of a building, then describe the portion of the building that the Red Cross will use.

See attached facility list





Terms and Conditions

- 1. Use of Facility: Upon request and if feasible, Owner will permit the Red Cross to use and occupy the Facility on a temporary basis to conduct emergency, disaster-related activities. The Facility may be used for the following purposes (both parties must initial all that apply):

Table with 3 columns: Facility Purpose, Owner Initials, Red Cross Initials. Rows include Service Center, Storage of supplies, Parking of vehicles, and Disaster Shelter.

- 2. Facility Management: The Red Cross will designate a Red Cross official to manage the activities at the Facility ("Red Cross Manager").
3. Condition of Facility: The Facility Coordinator and Red Cross Manager (or designee) will jointly conduct a survey of the Facility before it is turned over to the Red Cross.
4. Food Services (This paragraph applies only when the Facility is used as a shelter or service center.): Upon request by the Red Cross, and if such resources are available, the Owner will make the food service resources of the Facility, including food, supplies, equipment and food service workers, available to feed the shelter occupants.
5. Custodial Services (This paragraph applies only when the Facility is used as a shelter or service center.): Upon request of the Red Cross and if such resources are available, the Owner will make its custodial resources, including supplies and workers, available to provide cleaning and sanitation services at the Facility.
6. Security/Safety: In coordination with the Facility Coordinator, the Red Cross Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any security and safety issues at the Facility.
7. Signage and Publicity: The Red Cross may post signs identifying the Facility as a site of Red Cross operations in locations approved by the Facility Coordinator.



# Facility Use Agreement

- 8. Closing the Facility: The Red Cross will notify the Owner or Facility Coordinator of the date when the Red Cross will vacate the Facility. Before the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator will jointly conduct a post-occupancy inspection, using the second page of the *Shelter/Facility Opening/Closing Form*, to record any damage or conditions.
- 9. Fee (*This paragraph does not apply when the Facility is used as a shelter. The Red Cross does not pay fees to use facilities as shelters.*): Both parties must initial one of the two statements below:

a. Owner will not charge a fee for the use of the Facility.  
 Owner initials: \_\_\_\_\_ Red Cross initials: \_\_\_\_\_

b. The Red Cross will pay \$          *Per School Board Policy* per day/week/month (circle one) for the right to use and occupy the Facility. Owner initials: LM Red Cross initials: \_\_\_\_\_

- 10. Reimbursement: Subject to the conditions in paragraph 10(e) below, the Red Cross will reimburse the Owner for the following:

- a. *Damage to the Facility or other property of Owner*, reasonable wear and tear excepted, resulting from the operations of the Red Cross. Reimbursement for facility damage will be based on replacement at actual cash value. The Red Cross, in consultation with the Owner, will select from bids from at least three reputable contractors. The Red Cross is not responsible for storm damage or other damage caused by the disaster.
- b. *Reasonable costs associated with custodial and food service personnel and supplies* which would not have been incurred but for the Red Cross's use of the Facility. The Red Cross will reimburse at per-hour, straight-time rate for wages actually incurred but will not reimburse for (i) overtime or (ii) costs of salaried staff.
- c. *Reasonable, actual, out-of-pocket costs for the utilities indicated below*, to the extent that such costs would not have been incurred but for the Red Cross's use of the Facility. (Both parties must initial all utilities that may be reimbursed by the Red Cross):

	Owner Initials	Red Cross Initials
Water	LM	
Gas	LM	
Electricity	LM	
Waste Disposal	LM	

- d. The Owner will submit any request for reimbursement to the Red Cross within 60 days after the occupancy of the Red Cross ends. Any request for reimbursement must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked.
- e. If the disaster is a Federally-declared disaster and Owner is a municipal or state government entity, then the Owner will work with appropriate emergency management agencies to seek cost reimbursement through the Federal Emergency Management Agency's program for administering Public Assistance Category B under the Robert T. Stafford Act. The Red Cross is not obligated to reimburse the Owner for costs covered by Public Assistance Category B.

- 11. Insurance: The Red Cross shall carry insurance coverage in the amounts of at least \$1,000,000 per occurrence for Commercial General Liability and Automobile Liability. The Red Cross shall also carry Workers' Compensation coverage with statutory limits for the jurisdiction within which the facility is located and \$1,000,000 in Employers' Liability.



# Facility Use Agreement

- 12. Indemnification: The Red Cross shall defend, hold harmless, and indemnify Owner against any legal liability, including reasonable attorney fees, in respect to claims for bodily injury, death, and property damage arising from the negligence of the Red Cross during the use of the Facility.
- 13. Term: The term of this agreement begins on the date of the last signature below and ends 30 days after written notice by either party.

Linn-Mar Community School District  
 Owner (Legal Name)

The American National Red Cross  
 \_\_\_\_\_  
 (Legal Name)

\_\_\_\_\_  
 By (Signature)

\_\_\_\_\_  
 By (Signature)

\_\_\_\_\_  
 Name (Printed)

\_\_\_\_\_  
 Name (Printed)

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date



## LINN-MAR COMMUNITY SCHOOL DISTRICT

### SCHOOL/FACILITY LOCATIONS

1. Bowman Woods Elementary  
151 Boyson Road NE  
Cedar Rapids, IA 52402
  
2. Echo Hill Elementary  
400 Echo Hill Road  
Marion, IA 52302
  
3. Indian Creek Elementary  
2900 Indian Creek Road  
Marion, IA 52302
  
4. Linn Grove Elementary  
2301 50<sup>th</sup> Street  
Marion, IA 52302
  
5. Novak Elementary  
401 29<sup>th</sup> Avenue  
Marion, IA 52302
  
6. Westfield Elementary  
901 East Main Street  
Robins, IA 52328
  
7. Wilkins Elementary  
2127 27<sup>th</sup> Street  
Marion, IA 52302
  
8. Boulder Peak Intermediate  
3920 35<sup>th</sup> Avenue  
Marion, IA 52302
  
9. Hazel Point Intermediate  
453 Echo Hill Road  
Marion, IA 52302
  
10. Excelsior Middle School  
3555 North 10<sup>th</sup> Street  
Marion, IA 52302

11. Oak Ridge Middle School  
4901 Alburnett Road  
Marion, IA 52302

12. Linn-Mar High School  
3111 North 10<sup>th</sup> Street  
Marion, IA 52302

13. Learning Resource Center  
2999 North 10<sup>th</sup> Street  
Marion, IA 52302

14. Transportation/O&M Building  
490 62<sup>nd</sup> Street  
Marion, IA 52302

**\*Specific spaces used for Red Cross purposes will be determined by applicable building administrator**