

DATE: March 31, 2026

NOTICE OF AWARD

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

PROJECT: 2250016470

CONTRACT FOR: Linn-Mar Oak Ridge Roof Improvements
Linn-Mar Community School District

You are notified that your Bid dated March 3, 2026, 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 Alternate Bid 1.

The Contract Price of your contract is Three Hundred Seventy-Five Thousand Three Hundred Sixty-Five Dollars and 00/100 (\$375,365.00), in accordance with your bid.

You must comply with the following conditions within ten days of the date of this Notice of Award, that is, by April 10, 2024.

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 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.

**Linn-Mar Oak Ridge Roof
Improvements
Project # 2250016470**

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 related 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

Board President

Title

Date

ACCEPTANCE OF AWARD

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

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

Linn-Mar Community School District
3556 Winslow Road
Marion, IA 52302
319-447-3000

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

Dryspace, Inc.
707 66th Avenue SW
Cedar Rapids, IA 52404
319-365-2720

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

Linn-Mar 2026 Oak Ridge Roof Replacement
4901 Alburnett Road
Marion, IA 52302

Base Bid Roof Section H and Alternate Bid 1 Section G

Shive-Hattery # 2250016470

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

Shive-Hattery, Inc. - CR Office
222 Third Avenue SE, Suite 300
Cedar Rapids, IA 52401
319-364-0227

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 to or deleted from the original AIA text.

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

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

TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

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.

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

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

§ 3.3 Substantial Completion

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

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

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

[X] By the following date: 08-07-2026

Final Completion of all punch list items shall be achieved not later than 08-21-2026.

§ 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 Three Hundred Seventy-Five Thousand Three Hundred Sixty-Five Dollars and Zero Cents (\$ 375,365.00), 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
Alternate Bid 1 - Oak Ridge Roof Section G	\$32,139.00	

§ 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)
Metal Deck Repairs	100 SF	\$10.00

§ 4.5 Liquidated damages, if any:

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

The Contractor and the Contractor's Surety, if any, shall be liable for and shall pay the Owner One Thousand Dollars (\$1,000) as liquidated damages, and not as a penalty, for each day (day as defined by 8.1.4) of delay after the established date of Substantial Completion until the Work is Substantially Complete.

§ 4.6 Other:

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

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

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

Three Percent (3%)

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

§ 5.3 Interest

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

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

§ 6.2 Binding Dispute Resolution

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

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

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing

to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

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

Jon Galbraith
Linn-Mar Community School District
3556 Winslow Road
Marion, IA 52302
319-447-3000
Jon.galbraith@Linnmar.k12.ia.us

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

Lynn Price
Dryspace, Inc.
707 66th Avenue SW
Cedar Rapids, IA 52404
(319) 365-2720
lynn@dryspace.com

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

§ 8.5 Insurance and Bonds

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

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

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, 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:

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User Notes: (69cbde6b7651406e1f452054)

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

In the event the Owner shall 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 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 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 or the Owners Schools in accordance with the 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 Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
Refer to Issued for Bid Plan Set	Linn-Mar 2026 Oak Ridge Roof Improvements	February 10, 2026

.6 Specifications

Section	Title	Date	Pages
Refer to Issued for Bid Specifications Set	Linn-Mar 2026 Oak Ridge Roof Replacement	February 10, 2026	156

.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.)

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User Notes: (69cbde6b7651406e1f452054)

[] 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	February 10, 2025	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)

BY: Katie Lowe Lancaster, Board President

(Printed name and title)



CONTRACTOR (Signature)

BY: Lynn Price, President

(Printed name and title)

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

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 20:11:12 CDT on 03/31/2026.

Changes to original AIA text

PAGE 2

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

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.

PAGE 3

Final Completion of all punch list items shall be achieved not later than 08-21-2026.

Item	Price	Conditions for Acceptance
Alternate Bid 1 - Oak Ridge Roof Section G	\$32,139.00	
Item	Units and Limitations	Price per Unit (\$0.00)
Metal Deck Repairs	100 SF	\$10.00

The Contractor and the Contractor's Surety, if any, shall be liable for and shall pay the Owner One Thousand Dollars (\$1,000) as liquidated damages, and not as a penalty, for each day (day as defined by 8.1.4) of delay after the established date of Substantial Completion until the Work is Substantially Complete.

PAGE 4

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

PAGE 7

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

In the event the Owner shall 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 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 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 or the Owners Schools in accordance with the 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.

Number	Title	Date	
Refer to Issued for Bid Plan Set	Linn-Mar 2026 Oak Ridge Roof Improvements	February 10, 2026	
Section	Title	Date	Pages
Refer to Issued for Bid Specifications Set	Linn-Mar 2026 Oak Ridge Roof Replacement	February 10, 2026-	156

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Document	Title	Date	Pages
00 7300	Supplementary Conditions	February 10, 2025	15

Variable Information

PAGE 1

AGREEMENT made as of the Thirty-first day of March in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

Linn-Mar Community School District

3556 Winslow Road
Marion, IA 52302

319-447-3000

Dryspace, Inc.

707 66th Avenue SW

Cedar Rapids, IA 52404

319-365-2720

Linn-Mar 2026 Oak Ridge Roof Replacement

4901 Alburnett Road

Marion, IA 52302

Base Bid Roof Section H and Alternate Bid I Section G

Shive-Hattery # 2250016470

Shive-Hattery, Inc. - CR Office

222 Third Avenue SE, Suite 300

Cedar Rapids, IA 52401

319-364-0227

PAGE 2

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

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.

PAGE 3

- Not later than () calendar days from the date of commencement of the Work.
- By the following date: 08-07-2026

§ 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 Three Hundred Seventy-Five Thousand Three Hundred Sixty-Five Dollars and Zero Cents (\$ 375,365.00), subject to additions and deductions as provided in the Contract Documents.

PAGE 4

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

Three Percent (3%)

PAGE 5

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

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

PAGE 6

Jon Galbraith
Linn-Mar Community School District

3556 Winslow Road
Marion, IA 52302

319-447-3000

Jon.galbraith@Linnmar.k12.ia.us

Lynn Price

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

(319) 365-2720

lynn@dryspace.com

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

In the event the Owner shall 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 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 or managed by a registered sex offender who has been convicted of a sex offense

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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 or the Owners Schools in accordance with the 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.

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 20:11:12 CDT on 03/31/2026 under Order No. 20250147808 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Project Manager

(Title)

4-15-26

(Dated)