



STATEMENT OF SUPPORT FOR THE GUARD AND RESERVE



Linn-Mar Community School District

We recognize the Guard and Reserve are essential to the strength of our Nation and the well-being of our communities.

In the highest American tradition, the patriotic men and women of the Guard and Reserve serve voluntarily in an honorable and vital profession. They train to respond to their community and their country in time of need. They deserve the support of every segment of our society.

If these volunteer forces are to continue to serve our Nation, increased public understanding is required of the essential role of the Guard and Reserve in preserving our national security.

Therefore, we join other employers in pledging that:

- We fully recognize, honor and comply with the Uniformed Services Employment and Reemployment Rights Act (USERRA).
- We will provide our managers and supervisors with the tools they need to effectively manage those employees who serve in the Guard and Reserve.
- We appreciate the values, leadership and unique skills Service members bring to the workforce and will encourage opportunities to employ Guardsmen, Reservists, transitioning Service members and Veterans.
- We will continually recognize and support our country's Service members and their families in peace, in crisis, and in war.

Barry Buchholz, Board President
Linn-Mar Community School District

Ronald E. Bogle
National Chair, ESGR

Lloyd James Austin III
Secretary of Defense

Date



District Honors & Highlights - March 18, 2024

Orchestra Honors: Congratulations to the following 9th grade Orchestra students for being selected as part of the 2024 Kennedy Honor Orchestra!

- Anastasia Sackfield (Violin)
- Simon Vieira (Cello)
- Maddie Barnidge (Cello)
- Ashlyn Novak (Violin)
- Addison Luck (Viola)
- Lily Carlson (Violin)
- Grace Luo (Violin)
- Sahana Nagarajan (Violin)
- Sophia Weber (Viola)
- Trystan Asher (Bass)
- Rylee Passmore (Viola)
- Caleb DeLay (Bass)



Community Service Project Honor: Thanks to the Iowa Department of Health & Human Services and a grant from the Centers for Disease Control & Prevention, each Linn-Mar attendance center is equipped with "Stop the Bleed" kits. The kits can be used to stop life threatening blood loss during an emergency before medical help arrives. Thanks go out to the IDHHS and CDCP!



Coaching Honor: Congratulations to Mike Geers for being named the Junior High Wrestling Coach of the Year by the Iowa Wrestling Coaches and Officials Association! Geers has coached middle school boys wrestling for 25 years and recently started the girls wrestling program at Linn-Mar.

Wrestling Honors: Congratulations to Kane Naaktgeboren for capturing the 3A, 144-pound title during the State Wrestling Tournament to finish a perfect season at 37-0. Kane was also named KCRG TV-9 Athlete of the Week and *The Gazette's*

All-Area Boys Wrestler of the Year! Congrats also go out to the following wrestlers for competing at State: Malik DeBow (placed 5th at 120), Nate Fish (placed 8th at 120), Grant Kress (placed 6th at 157), and Griffin Schultz (placed 4th at 215).



Basketball Honor: Congratulations to LMHS Junior Payson Nietert for tying Linn-Mar Alumni Jordan Bohannon's school record for three-pointers during regionals in Clinton, Iowa. Nietert scored a career-high 40 points!

Coaching Honor: Congratulations to Doug Streicher, LMHS PE Teacher/Head Boys Wrestling Coach, on his retirement from coaching wrestling after 27 years!



Jazz Honors: Congratulations to the Colton Center Jazz Ensemble for placing first in the Class 4A during the recent Northeast Iowa Bandmasters Association District Jazz Festival! Congrats also go out to Freshman Guitarist Carter Buske who earned the Outstanding Soloist award! The ensemble advances to the Iowa Jazz Championships on April 2nd in Ames.



Art Honors: Congratulations to Benjamin Tentiger and Ella Frale, Linn-Mar High School Students, for having their artwork selected as part of the Governor’s Show at the Capitol Building in Des Moines as part of Youth Art Month (YAM). Congrats also go out to Linn-Mar High School Students Mya Recker, Shea Peddicord, Raelyn FitzGerald, and Alyssa Newport for having their artwork selected as part of the Statewide YAM exhibit on display at Jordan Creek Mall in Des Moines.



Safe by B. Tentiger



Toys Aren't Us by E. Frale



Lonely Ranch by M. Recker



Still Life by S. Peddicord

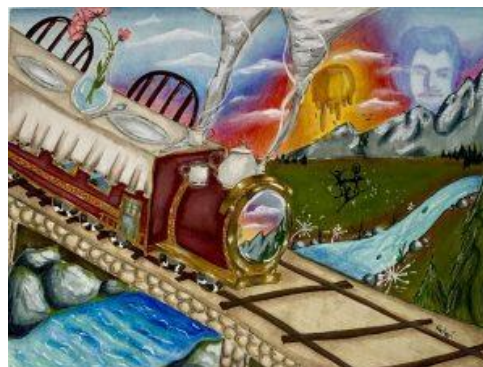


Table for Two by R. FitzGerald



All Fun and Games by A. Newport

Art and Photography Honors: Congratulations to Linn-Mar High School Students Eysen Pollard and Lucie Scott for winning awards in the Regional Scholastic Art and Writing Competition. Eysen won three regional Silver Key awards for his pieces entitled, *One Brief Moment*, *Strata*, and *The Raven*. Eysen also earned a regional Gold Key award in photography for his piece entitled, *Golden Hour*, which will advance to the National Scholastic Level Competition. Lucie Scott earned a regional Honorable Mention for her portfolio of six paintings entitled, *Holding on to Happiness*.



Photos by Eysen Pollard

Strata



Golden



Hour

One Brief Moment



The Raven

Holding onto Happiness Portfolio by Lucie Scott



ITEMS TO INCLUDE ON AGENDA

LINN-MAR COMMUNITY SCHOOL DISTRICT

Approximately \$18,000,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2024

- Consideration of Financing Proposals Opened and Reviewed by the Superintendent of Schools and Secretary of the Board of Directors, and the Placement Agent
- Resolution Directing the Sale

**NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE CHAPTER 21
AND THE LOCAL RULES OF THE SCHOOL DISTRICT**

March 18, 2024

The Board of Directors of the Linn-Mar Community School District, in the County of Linn, State of Iowa, met in _____ session, in the Board Room, Learning Resource Center, Linn-Mar Community School District, 2999 North 10th Street, Marion, Iowa, at 5:00 P.M., on the above date. There were present President _____, in the chair, and the following named Board Members:

Absent: _____

Vacant: _____

* * * * *

Board Member _____ introduced the following Resolution entitled "RESOLUTION DIRECTING THE SALE OF \$_____ SCHOOL INFRASTRUCTURE SALES, SERVICES AND USE TAX REVENUE BONDS, SERIES 2024," and moved its adoption. Board Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

The President declared the Resolution adopted.

* * * * *

RESOLUTION DIRECTING THE SALE OF \$_____ SCHOOL
INFRASTRUCTURE SALES, SERVICES AND USE TAX REVENUE BONDS,
SERIES 2024

This is the time and place for the sale of School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2024 (the "Bonds"); and

WHEREAS, the Linn-Mar Community School District (the "School District") has received proposals for the sale of the Bonds and has arranged for the sale of these Bonds to _____, at a purchase price of par, plus accrued interest to date of delivery; and

NOW, THEREFORE, IT IS RESOLVED BY THE BOARD OF DIRECTORS OF THE LINN-MAR COMMUNITY SCHOOL DISTRICT:

Section 1. The sale of \$_____ School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2024, to be dated the date of delivery, for the purpose of providing funds to construct, build, furnish, and equip a performance arts center, upon the following terms, is approved and confirmed.

Section 2. That the President and Secretary are authorized and directed to issue and deliver \$_____ School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2024, in the aggregate principal amount of \$_____, each in the denomination of \$100,000 or integral multiples of \$1,000 in excess thereof, bearing interest and maturing as follows:

<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Maturity Date</u>
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See Attached

Section 3. That all acts of the Superintendent of Schools, Secretary of the Board, and Placement Agent, done in furtherance of the sale of the Bonds, are ratified and approved.

PASSED AND APPROVED this 18th day of March, 2024.

President of the Board of Directors

ATTEST:

Secretary of the Board of Directors

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF LINN)

I, the undersigned Secretary of the Board of Directors of the Linn-Mar Community School District, in the County of Linn, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the corporate records of the School District showing proceedings of the Board, and the same is a true and complete copy of the action taken by the Board with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that the meeting and all action was duly and publicly held in accordance with a notice of meeting and a tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board pursuant to the local rules of the Board and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no board vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the School District or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand this _____ day of _____, 2024.

Secretary of the Board of Directors of the
Linn-Mar Community School District

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Fundraising Requests

Exhibit 703.1

Sponsoring Group	Activity	Contact	Start Date	End Date	Est. Profit	Purpose of Funds
Amnesty Int'l	Flower Sale	M. Marzea	5/3/2024	5/3/2024	\$200.00	club activities
Baseball	Apparel Sale	K. Rodenkirk	4/1/2024	4/10/2024	\$1,000.00	practice equipment
	Card Sales	K. Rodenkirk	4/29/2024	5/10/2024	\$10,000.00	volunteer coaches, equipment
	Youth Camp	K. Rodenkirk	4/22/2024	4/24/2024	\$3,000.00	pitching machine
Track/Field - Girls	CoEd Camp	N. Hopp	6/3/2024	6/7/2024	\$3,500.00	equipment, uniforms
	Poster	N. Hopp	4/1/2024	4/30/2024	\$200.00	equipment
Soccer - Girls	Poster	H. Clark	4/1/2024	4/30/2024	\$1,000.00	team jackets, soccer balls
	Online Apparel Sale	H. Clark	4/1/2024	5/31/2024	\$150.00	equipment
	Concessions	H. Clark	6/1/2024	9/30/2024	\$750.00	equipment, apparel

Memorandum

To: Linn-Mar Board of Education, Amy Kortemeyer, Superintendent
From: Jeff Gustason, Principal
Date: 3/7/2024
Re: Early Graduation

The following students have applied for early graduation at the end of 3rd Quarter in March 2024:

Ar'Mone Dupaty - COMPASS
Miles Fishel - COMPASS
Ashlyn Gross
Isaac Sweet – COMPASS
Hailee Yeisley - COMPASS

These students have a post-secondary education plan in place that has been developed with the Linn-Mar High School counseling staff and COMPASS staff. These students are on track to meet or exceed Linn-Mar's requirements for graduation by the end of this 3rd Quarter.

I recommend the approval of these requests pending the successful completion of current course work.



**INSPIRE LEARNING.
UNLOCK POTENTIAL.
EMPOWER ACHIEVEMENT.**

SCHOOL BOARD MEETING MINUTES February 26, 2024

100: CALL TO ORDER & DETERMINATION OF A QUORUM

The Linn-Mar Board of Directors meeting was called to order at 5:00 PM in the boardroom of the Learning Resource Center (2999 N 10th St, Marion). Roll was taken to determine a quorum. Present: Buchholz, Foss, Lowe Lancaster, Morey, Walker, and Wall. Administration present: Kortemeyer, Galbraith, Christian, Ramos, Read, and Wear. Absent: Frick.

200: ADOPTION OF AGENDA – Motion 147-02-26

MOTION by Walker to adopt the agenda as presented. Second by Wall. Voice vote, all ayes. Motion carried.

300: AUDIENCE COMMUNICATIONS

(Strategic Plan Priorities 1.0)

1. Tiffany DeBow, Public Schools Week

400: INFORMATIONAL REPORTS/UPDATES/DISCUSSIONS

401: Marion Economic Development Corporation Report

Emily Russ, MEDCO Director of Workforce & Marketing, and Brady Quinn, MEDCO Business Retention & Small Business Specialist, shared information on the Community Promise programs, Marion Community Build, various partnerships, Venture Academics, and the Business Voice Call program.

(Strategic Plan Priority 1.0; Board Goal 3.d)

402: Winter Assessment Data Report – Exhibit 402.1

(Strategic Plan Priority 2.0; Board Goal 2.b)

Associate Superintendent Bob Read reported on the winter assessment data including information on the Formative Assessment System for Teachers (FAST), district and grade level assessment data for reading and mathematics, areas of strength, and opportunities for growth.

403: Career & Technical Education Advisory Report

(Strategic Plan Priority 1.0; Board Goal 1.c)

Foss reported that during the February 7th CTE meeting the committee discussed their goals, future planning, and that regular course offerings are higher in popularity than CTE courses. Morey requested an update on the potential of the introduction of CTE courses at the middle school level.

404: Board Visit Report

(Board Goal 2.b)

Board members reported they enjoyed the enthusiasm of the student guides and appreciated the staff conversations during their visit to Linn Grove on February 8th.

405: Marion City Council Report

(Strategic Plan Priority 1.0; Board Goal 3.d)

Buchholz and Walker reported there were no items of interest to the district during the February 8th and 22nd Marion City Council meetings.

406: Diversity/Equity/Inclusion Committee Report

(Strategic Plan Priority 1.0; Board Goal 1.c)

Lowé Lancaster reported that the DEI Committee reviewed their Strategic Plan and goals during the February 12th meeting and that the committee would like to share an update with the board during a future board meeting.

407: Finance/Audit Committee Report

(Strategic Plan Priority 1.0; Board Goal 3.d)

Buchholz, Morey, and Foss reported that during the February 19th F/AC meeting the topics included the budget, early separation, State Supplemental Aid (SSA), and facilities.

408: Legislative Update

(Board Goal 3.c)

Morey reported on several bills that passed out of the first funnel deadline during the current legislative session and board members shared they enjoyed their visit to the Capitol for the IASB Day on the Hill Event and meeting with the legislators.

409: Superintendent's Update – Exhibit 409.1

Superintendent Kortemeyer recognized several district highlights and honors and shared information the budget, early separation, a reminder of the PPEL vote on March 5th, and updates on current construction projects.

500: UNFINISHED BUSINESS

501: Amendment to Second Reading of Policy 401.10 – Exhibit 501.1

MOTION by Wall to amend the second reading of Policy 401.10 (Licensed Personnel Early Separation) as presented in Exhibit 501.1. Second by Walker. Voice vote, all ayes. Motion carried. – **Motion 148-02-26**

502: Early Separation Discussion

(Strategic Plan Priority 5.0; Board Goal 2.d)

Due to the approval of the change to Policy 401.10 in Item 501 above, Superintendent Kortemeyer made the recommendation for the board to offer five early separation packages to the additional licensed personnel at \$50,000/package. It was clarified that early separation is a financial tool for the district, not a bonus program for employees and that funds from the management fund (not the general fund) cover the early separation packages.

MOTION by Morey to approve offering five additional early separation packages at \$50,000 each as discussed. Second by Walker. Voice vote, all ayes. Motion carried. – **Motion 149-02-26**

600: NEW BUSINESS

601: Appointment of Board Member

President Buchholz reported there were five applications submitted for the vacant board seat and requested feedback from the board members on the applicants. The board thanked the five candidates for their willingness to serve.

MOTION by Foss to appoint Laura Thomas to fill the vacant board seat through the completion of the term in November 2025. Second by Katie Lowe Lancaster. Voice vote, all ayes. Motion carried. Galbraith administered the oath of office. Thomas assumed a seat at the board table. – **Motion 150-02-26**

602: Open Enrollment Requests – Motion 151-02-26

MOTION by Wall to approve the open enrollment requests as presented. Second by Morey. Voice vote, all ayes. Motion carried.

Approved IN	Student Name	Grade	Resident District
	Baker, Keaton	11 th	Marion Independent
	Robertson, Caiden	9 th	Cedar Rapids CSD
	Robertson, Dalton	11 th	Cedar Rapids CSD
	Wright, Eric	11 th	Cedar Rapids CSD

700: CONSENT AGENDA – Motion 152-02-26

MOTION by Wall to approve the consent agenda as presented. Second by Walker. Foss gave a special shout out to June Tipton for her service to the district. Voice vote, all ayes. Motion carried.

701: Personnel

Certified Staff: Resignation

Name	Assignment	Dept Action	Reason
Bundy, Deb	EH: School Counselor	5/31/24	Early Separation
Halverson, Ginger	HS: Adaptive PE Teacher	5/31/24	Early Separation
Hofstetter, Cyndi	NE: Early Childhood Teacher	5/31/24	Early Separation
Lordey, Angela	HS: Foreign Language Teacher	5/31/24	Relocation
Matthias, Susan	IC: 4 th Gr Teacher	5/31/24	Early Separation
Murphy, Kathleen	IC: 1 st Gr Teacher	5/31/24	Early Separation
Oakes, Lori	HP: 6 th Gr Teacher	5/31/24	Early Separation
Oxley, Laurie	EH: 1 st Gr Teacher	5/31/24	Early Separation
Ryan, Debbie	WF: Reading Teacher	5/31/24	Early Separation
Sanborn, Symon	BP: Student Support Services Teacher	5/31/24	Other Employment
Saxion, Annette	OR: Student Support Services Teacher	5/31/24	Early Separation
Tipton, June	IC: Reading Teacher	5/31/24	Early Separation
Whitson, Barry	HP: Health Teacher	5/31/24	Early Separation

Classified Staff: Assignments/Reassignments/Transfers

Name	Assignment	Dept Action	Salary Placement
Baxa, Holly	From BW Gen Ed Asst to NS General Help	2/20/24	PTNS, Step 1
Crespo, Katie	BW: Part-Time Gen Ed Assistant	2/21/24	LMSEAA I, Step 1
Decious, Becky	From HP Gen Ed Asst to HS Copy Center Technician	2/19/24	\$16.00/hour

Name	Assignment	Dept Action	Salary Placement
Fish, Megan	LG: Gen Ed Assistant	2/22/24	LMSEAA I, Step 1
Frimml, Melanie	BW: From Gen Ed Asst to Student Support Associate	2/5/24	LMSEAA II, Step 4
Gilbert, Ron	TR: Regular Sub Bus Driver	2/8/24	Step 1
Goodenberger, Beth	LG: From Gen Ed Ass to Paraprofessional	2/19/24	LMSEAA V, Step 1
Liberty, Rachel	NE: Student Support Associate	2/16/24	LMSEAA II, Step 1
McGlynn, Betsy	BW: Part-Time Gen Ed Assistant	2/21/24	LMSEAA I, Step 1
Miller, Sara	EH: Part-Time Custodian	2/16/24	SEIU C, Step 1
Nebel, Lynda	OR: General Help/Cashier	2/12/24	SEIU A+.25, Step 1
Roberts, Sarah	BW: Health Assistant	2/5/24	LMSEAA II, Step 1
Stalin, Rosary Jasmin	WF: Student Support Assoc from 1.0 to .5 FTE	2/21/24	Same

Classified Staff: Resignation

Name	Assignment	Dept Action	Reason
Charipar, Deb	NS: OR Production Manager	3/28/24	Retirement
Cobb, Mandy	NS: OR General Help/Cashier	2/2/24	Personal
Covington, Nicole	NS: NE General Help	2/20/24	Personal
Eulberg, Chloe	WF: Health Assistant	2/20/24	Personal
Hofmeister, Tristan	HS: Student Support Associate	2/16/24	Other Employment
Lanning, Ron	HS: Student Support Associate	5/30/24	Retirement
Liberty, Rachel	NS: BW General Help	1/30/24	Personal
Montgomery, Betty	HS: Student Support Associate	2/16/24	Personal

Co/Extra-Curricular Staff: Assignments/Reassignments/Transfers

Name	Assignment	Dept Action	Salary Placement
Callahan, Megan	HS: Musical Choreographer	2/1/24	\$945
Chaloupka, Logan	HS: Speech Coach	2/8/24	\$1,584
Kobliska, Shelby	OR: Assistant Boys Track Coach	2/20/24	\$3,083
Kostiv, Emma	HS: 9 th Gr Play Director	2/12/24	\$1,927
Patterson, Danielle	HS: Musical Director	2/1/24	\$1,011
Patterson, Danielle	HS: Speech Coach	2/8/24	\$1,584
Thompson, Bryant	HS: Speech Coach	2/8/24	\$528.50

Co/Extra-Curricular Staff: Resignation

Name	Assignment	Dept Action	Reason
Smith, Greg	HS: Drama Director	2/21/24	Personal
McKnight, Andrew	HS: Assistant Varsity Girls Soccer Coach	2/6/24	Personal
Sevening, Christy	HS: Head Varsity Boys Bowling Coach	2/20/24	Personal

702: Approval of February 5th Minutes – Exhibits 702.1a-b

- a. February 5th closed session
- b. February 5th regular meeting

703: Approval of February 15th Closed Session Minutes – Exhibit 703.1

704: Approval of February 19th Special Session Minutes – Exhibit 704.1

705: Approval of Bills/Warrants – Exhibit 705.1

706: Approval of Contracts/Agreements – Exhibits 706.1-13

1. Ahlers & Cooney P.C., to serve as bond counsel
2. Employee Resource Systems amended agreement
3. PowerSchool School Messenger subscription renewal
4. University of Phoenix transfer of agreement to Four Three Education, Inc.
5. Coe College student teaching agreement
6. Morningside University student teaching agreement
7. James Dreier independent contractor agreement for work with Jazz Ensemble
8. Jonathan Welch independent contractor agreement for work with LM Orchestra
9. City of Marion amended Safe Routes to Schools Plan
10. Peak Construction change order #5 regarding new administration building
11. Piper Sandler amended engagement letter
12. Scrapmania commercial licensing agreement
13. ViPS commercial licensing agreement
14. Interagency agreements for special education instructional services with Cedar Rapids CSD (24), College CSD (1), and Marion Independent (1). *For student confidentiality, exhibits are not provided.*

707: Overnight Trip Requests – Exhibits 707.1-5

1. HOSA to attend state leadership conference in Des Moines on March 2-4, 2024
2. FFA to attend leadership convention in Decorah on March 8-9, 2024
3. Boys' soccer to attend tournament in Des Moines on April 12-13, 2024
4. FBLA to attend state leadership conference in Cedar Rapids March 24-26, 2024
5. Robotics to attend regional competition in Cedar Falls on March 20-23, 2024

708: Informational Financial Reports – Exhibit 708.1-2

1. School finances and cash balance reports as of 1/31/23
2. School finances and cash balance reports as of 1/31/24

800: BOARD CALENDAR/COMMUNICATIONS/COMMITTEES

801: Board Calendar & Communications

- Foss shared information on the Iowa Employer Support of the Guard and Reserve (ESGR) and requested that a special recognition be offered during the March 18th board meeting.
- Morey stated a reconsideration of the assignments for representatives on the board/district committees would need to occur at the March 18th board meeting now that the vacant board seat had been filled.
- Thomas thanked the board for being selected to serve on the LM Board of Directors.

Date	Time	Event	Location
Feb 28	5:30 PM	Facilities Advisory Committee	LMHS Lecture Hall
Date	Time	Event	Location
Mar 5	7:30 AM	Finance/Audit Committee (F/AC)	Boardroom
<i>Mar 5</i>	<i>11:30 AM</i>	<i>Marion State of the City Address</i>	<i>Radisson Hotel</i>
<i>Mar 5</i>	--	<i>Special Election – PPEL Vote</i>	--
Mar 7	Noon	Linn County Conference Board	City of CR Admin Bldg
Mar 7	5:30 PM	Marion City Council (<i>Morey</i>)	City Hall

Date	Time	Event	Location
<i>Mar 11-15</i>	--	<i>Spring Break</i>	<i>Districtwide</i>
Mar 18	5:00 PM	Board Meeting	Boardroom
Mar 20	5:30 PM	Facilities Advisory Committee	LMHS Lecture Hall
Mar 21	8:30 AM	Finance/Audit Committee (F/AC)	Boardroom
Mar 21	5:30 PM	Marion City Council (<i>Wall</i>)	City Hall
Mar 25	5:00 PM	Special Board Session	Boardroom
Mar 28	11:00 AM	Board Visit	Wilkins Elementary

802: Required Board Committees/Advisories

Committee/Advisory	Board Representatives
Finance/Audit Committee (F/AC)	Buchholz, Foss, Morey
Policy Committee	Buchholz, Walker, Wall
Career & Technical Education Advisory (CTE)	Foss, Lowe Lancaster
School Improvement Advisory Committee (SIAC)	Lowe Lancaster, Morey, Wall

803: Additional District Committees/Advisories

Committee/Advisory	Board Representatives
Diversity/Equity/Inclusion Committee (DEI)	Lowe Lancaster
Venture Academics Advisory (VAA)	Morey, Walker
LMHS School Counselors Advisory	Lowe Lancaster
MEDCO Community Promise Advisory	Wall
Linn County Conference Board	Buchholz
Legislative Liaisons	Morey, Walker

900: ADJOURNMENT – *Motion 153-02-26*

MOTION by Walker to adjourn the meeting at 6:32 PM. Second by Thomas. Voice vote, all ayes. Motion carried.

Barry Buchholz, Board President

Jon Galbraith, Board Secretary/Treasurer

Linn-Mar Community School District

IA- Warrants Paid Listing

Criteria

Date Range: 02/22/2024 - 03/07/2024

Fiscal Year: 2023-2024

Vendor Name	Description	Check Total
Fund: AQUATIC CENTER		
BMO MASTERCARD	DUES AND FEES	\$79.00
BMO MASTERCARD	GENERAL SUPPLIES	\$1,790.52
BMO MASTERCARD	STAFF TRAVEL	\$495.55
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$2,345.99
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$44.00
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$188.18
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$44.00
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$188.18
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$100.86
IOWA SWIMMING, INC (DES MOINES)	DUES AND FEES	\$70.00
TOTAL PERFORMANCE, INC	GENERAL SUPPLIES	\$54.68
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$22.45
UNIVERSITY OF IA	DUES AND FEES	\$116.25
	Fund Total:	\$5,539.66
Fund: GENERAL		
1ST AYD CORP	TRANSP. PARTS	\$143.38
A-1 RENTAL, INC	RENTALS EQUIPMENT	\$87.20
ABILITY PHYSICAL THERAPY, P.C.	OTHER PROFESSIONAL SERVICES	\$3,833.33
ACOUSTICS BY WASHBURN, LLC	REPAIR/MAINT SERVICE	\$585.00
ADVANTAGE CHIROPRACTIC	PHYSICALS	\$80.00
AIRGAS NORTH CENTRAL	INSTRUCTIONAL SUPPLIES	\$655.23
ALBURNETT COMMUNITY SCHOOLS	TUITION OPEN ENROLL	\$464,380.68
ALLIANT ENERGY	ELECTRICITY	\$58,825.35
AMERICAN SPECIALTIES	GENERAL SUPPLIES	\$5.53
ANAMOSA COMMUNITY SCHOOLS	TUITION IN STATE	\$5,700.45
ANAMOSA COMMUNITY SCHOOLS	TUITION OPEN ENROLL	\$7,949.70
ARNOLD MOTOR SUPPLY	REPAIR PARTS	\$521.97
ARNOLD MOTOR SUPPLY	TRANSP. PARTS	\$3.42
ASIFLEX	EE LIAB-FLEX HEALTH	\$33,306.49
AT & T MOBILTY	INTERNET	\$1,257.37
BAND-MART/CHOIR-MART	INSTRUCTIONAL SUPPLIES	\$783.36
BMO MASTERCARD	COMP/TECH HARDWARE	\$4,450.80
BMO MASTERCARD	COMPUTER SOFTWARE	\$154.99
BMO MASTERCARD	DATA PROCESSING AND	\$240.60
BMO MASTERCARD	DUES AND FEES	\$894.02
BMO MASTERCARD	ELECTRICAL SUPPLY	\$631.86
BMO MASTERCARD	EQUIPMENT REPAIR	\$672.75
BMO MASTERCARD	GARBAGE COLLECTION	\$9,350.37
BMO MASTERCARD	GASOLINE	\$40.21
BMO MASTERCARD	GENERAL SUPPLIES	\$7,120.54
BMO MASTERCARD	HEAT/PLUMBING SUPPLY	\$244.46
BMO MASTERCARD	INSTRUCTIONAL SUPPLIES	\$25,939.39
BMO MASTERCARD	LIBRARY BOOKS	\$2,481.80
BMO MASTERCARD	MAINTENANCE SUPPLIES	\$427.10

Linn-Mar Community School District

IA- Warrants Paid Listing

Criteria

Date Range: 02/22/2024 - 03/07/2024

Fiscal Year: 2023-2024

Vendor Name	Description	Check Total
BMO MASTERCARD	MISC REVENUE	(\$118.30)
BMO MASTERCARD	OTHER PROFESSIONAL SERVICES	\$75.00
BMO MASTERCARD	POSTAGE/UPS	\$25.40
BMO MASTERCARD	STAFF TRAVEL	\$23,527.30
BMO MASTERCARD	STAFF WORKSH/CONF	\$6,921.00
BORENSEN AND ASSOCIATES, INC.	INSTRUCTIONAL SUPPLIES	\$807.17
BUCHHOLZ BARRY	STAFF TRAVEL	\$150.00
BUDGET CAR RENTAL	RENTALS EQUIPMENT	\$1,049.70
BUDGET CAR RENTAL	STAFF TRAVEL	\$44.40
C.J. COOPER & ASSOCIATES	DRUG TESTING	\$1,098.65
C.J. COOPER & ASSOCIATES	PHYSICALS	\$200.00
CAM COMMUNITY SCHOOL DISTRICT	TUITION IN STATE	\$6,196.50
CAM COMMUNITY SCHOOL DISTRICT	TUITION OPEN ENROLL	\$63,900.87
CAPITAL ONE	GENERAL SUPPLIES	\$65.39
CAPITAL ONE	INSTRUCTIONAL SUPPLIES	\$326.68
CAROLINA BIOLOGICAL SUPPLY	INSTRUCTIONAL SUPPLIES	\$65.98
CEDAR RAPIDS COMM SCH DIST	TUITION IN STATE	\$141,058.85
CEDAR RAPIDS COMM SCH DIST	TUITION OPEN ENROLL	\$444,229.35
CEDAR RAPIDS WINSUPPLY PLUMBING CO	HEAT/PLUMBING SUPPLY	\$1,895.63
CENTER POINT-URBANA HIGH SCHOOL	TUITION OPEN ENROLL	\$58,422.25
CENTRAL CITY COMMUNITY SCHOOL	TUITION OPEN ENROLL	\$78,065.80
CENTRAL STATES BUS SALES INC	TRANSP. PARTS	\$4,799.62
CENTURYLINK	TELEPHONE	\$1,922.27
CITY LAUNDERING COMPANY	GENERAL SUPPLIES	\$353.76
CITY OF MARION.	OTHER PROFESSIONAL SERVICES	\$3,825.00
CITY OF ROBINS	WATER/SEWER	\$631.00
CLAYTON RIDGE COMMUNITY SCHOOL DISTRICT	TUITION OPEN ENROLL	\$28,838.30
CLEAR CREEK AMANA COMMUNITY SCHOOL	TUITION OPEN ENROLL	\$7,770.80
COE COLLEGE	DUES AND FEES	\$290.00
COLLECTION	EE LIAB-GARNISHMENTS	\$382.40
CROWBAR'S	TRANSP. PARTS	\$2.10
DAVIES, MICHAEL	Professional Educational Services	\$1,000.00
DELTA DENTAL OF IOWA	ER LIAB-DENTAL INS	\$48,442.74
DEMCO	GENERAL SUPPLIES	\$256.55
DES MOINES AREA COMMUNITY COLLEGE	PROF SERV: EDUCATION	\$3,109.80
DONOVAN GROUP I	OTHER PROFESSIONAL SERVICES	\$3,000.00
E.O. JOHNSON BUSINESS TECHNOLOGIES	GENERAL SUPPLIES	\$397.59
ELECTRONIC ENGINEERING CO	GENERAL SUPPLIES	\$1,544.00
ELECTRONIC ENGINEERING CO	MAINTENANCE SUPPLIES	\$1,623.00
ELECTRONIC ENGINEERING CO	RADIOS	\$66.74
ELITE SPORTS	INSTRUCTIONAL SUPPLIES	\$88.00
EMPLOYEE RESOURCE SYSTEMS, INC	OTHER PROFESSIONAL SERVICES	\$1,935.81
EMSLRC	GENERAL SUPPLIES	\$25.00
ENABLING TECHNOLOGIES	COMPUTER SOFTWARE	\$1,534.38
EVAC + CHAIR NORTH AMERICA LLC	INSTRUCTIONAL SUPPLIES	\$3,718.00

Linn-Mar Community School District

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Vendor Name	Description	Check Total
FAREWAY STORES	INSTRUCTIONAL SUPPLIES	\$78.18
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$518,228.06
FLINN SCIENTIFIC	INSTRUCTIONAL SUPPLIES	\$401.50
FOLLETT CONTENT SOLUTIONS, LLC	LIBRARY BOOKS	\$1,210.55
FOSS JUSTIN	STAFF TRAVEL	\$286.00
FOUR OAKS FAMILY & CHILDREN'S SERVICES	PROF SERV: EDUCATION	\$8,892.00
FRANKLIN COVEY	Foundation EEEG - Instructional Supplies	\$413.82
FRANKLIN COVEY	PROF SERV: EDUCATION	\$1,407.24
GASWAY CO, J P	GENERAL SUPPLIES	\$3,286.56
GAZETTE COMMUNICATIONS INC	ADVERTISING	\$556.78
GILCREST/JEWETT	INSTRUCTIONAL SUPPLIES	\$784.99
GOODWILL OF THE HEARTLAND	PROF SERV: EDUCATION	\$4,247.08
GRANT WOOD AEA	TUITION IN STATE	\$19,885.09
GREAT MINDS PBC	INSTRUCTIONAL SUPPLIES	\$9,595.67
HAND-IN-HAND PRESCHOOL	PROF SERV: EDUCATION	\$29,137.22
HOME GROWN PETS INC	INSTRUCTIONAL SUPPLIES	\$315.72
HUPP ELECTRIC MOTORS	HEAT/PLUMBING SUPPLY	\$14.14
IASB	DUES AND FEES	\$880.00
INSTRUMENTALIST AWARDS	INSTRUCTIONAL SUPPLIES	\$172.00
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$10,329.34
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$44,166.58
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$10,329.34
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$44,166.58
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$33,769.97
INVOLTA	OTHER TECH SER	\$109.20
IOWA CERAMICS CENTER AND GLASS STUDIO	INSTRUCTIONAL SUPPLIES	\$418.00
IOWA COMMUNICATIONS NETWORK	INTERNET	\$11.08
IOWA DEPT OF HUMAN SERVICES	MEDICAID REIMBURSE	\$39,054.29
IOWA HIGH SCHOOL MUSIC ASSOC	DUES AND FEES	\$885.00
KIRKWOOD COMM COLLEGE	OTHER TECH SER	\$937.00
KIRKWOOD COMM COLLEGE	PROF SERV: EDUCATION	\$45,801.75
KIRKWOOD COMM COLLEGE	TUITION IN STATE	\$66,538.72
KIRKWOOD COMM COLLEGE	TUITION-COMM COLLEGE	\$97,289.00
LAWSON PRODUCTS, INC	TRANSP. PARTS	\$172.98
LESSONPIX INC	INSTRUCTIONAL SUPPLIES	\$1,224.00
LINN CO-OP OIL	GASOLINE	\$2,576.80
LINN COUNTY TREASURER-	TAXES AND ASSESSMENT	\$2,386.00
LINN COUNTY TREASURER-12246	DUES AND FEES	\$40.00
LINN-MAR NUTRITION SERVICES	GENERAL SUPPLIES	\$122.99
LISBON COMMUNITY SCHOOL DISTRICT	TUITION OPEN ENROLL	\$11,835.10
LUCK'S MUSIC LIBRARY	GENERAL SUPPLIES	\$33.04
LYNCH FORD	VEHICLE REPAIR	\$458.82
MARCO TECHNOLOGIES, LLC	Copies	\$7,542.22
MARCO TECHNOLOGIES, LLC	GENERAL SUPPLIES	\$844.86
MARION CHAMBER OF COMMERCE	DUES AND FEES	\$520.00

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Vendor Name	Description	Check Total
MARION INDEPENDENT SCHOOLS	TUITION IN STATE	\$239,199.16
MARION IRON CO.	GENERAL SUPPLIES	\$87.41
MARION IRON CO.	INSTRUCTIONAL SUPPLIES	\$638.35
MARION JANITORIAL SUPPLY CO	MAINTENANCE SUPPLIES	\$318.44
MARION WATER DEPT	WATER/SEWER	\$11,911.29
MARTIN HEAVENLY	MISC REVENUE	\$20.00
MCEOWEN TIMOTHY	OFFICIAL/JUDGE	\$130.00
MCMASTER-CARR	INSTRUCTIONAL SUPPLIES	\$131.78
MEDIACOM	TELEPHONE	\$286.90
MENARDS -13127	GENERAL SUPPLIES	\$958.18
MENARDS -13127	INSTRUCTIONAL SUPPLIES	\$340.97
MENARDS -13127	SHOP TOOLS/EQUIPMENT	\$265.10
MHC Kenworth Cedar Rapids	TRANSP. PARTS	\$1,054.53
MID AMERICAN ENERGY	NATURAL GAS	\$9,453.63
MIDAMERICAN ENERGY SERVICES, LLC	NATURAL GAS	\$15,727.93
MIDWEST ALARM SERVICES	REPAIR/MAINT SERVICE	\$234.23
MIDWEST WHEEL	TRANSP. PARTS	\$648.19
MOUNT MERCY UNIVERSITY.	TUITION COLLEGE/UNIV	\$73,760.00
MT.VERNON COMM.SCHOOL DIST	TUITION OPEN ENROLL	\$19,568.25
MTI DISTRIBUTING INC	REPAIR PARTS	\$299.20
NAAKTGEBOREN KANE	OFFICIAL/JUDGE	\$130.00
NAPA AUTO PARTS	TRANSP. PARTS	\$303.94
NORSOLV SYSTEMS ENVIRONMENTAL SERVICE	OTHER TECH SER	\$54.50
NOTEWORTHY MUSIC SERVICES, INC	PROF SERV: EDUCATION	\$600.00
ORKIN PEST CONTROL	OTHER PROFESSIONAL SERVICES	\$90.00
PAPA JOHNS PIZZA	GENERAL SUPPLIES	\$130.78
PEPPER J.W. & SON, INC	INSTRUCTIONAL SUPPLIES	\$1,324.18
PERFORMANCE FOODSERVICE - CEDAR RAPIDS	INSTRUCTIONAL SUPPLIES	\$121.14
PITNEY BOWES	DUES AND FEES	\$1,678.80
POINTCORE GRAPHIC SOLUTIONS	GENERAL SUPPLIES	\$161.60
POWERSCHOOL GROUP LLC	DUES AND FEES	\$13,500.00
QUILL CORPORATION	GENERAL SUPPLIES	\$86.29
RAPIDS REPRODUCTIONS INC	GENERAL SUPPLIES	\$35.00
RED CEDAR CHAMBER MUSIC	Professional Educational Services	\$500.00
RESOUND	INSTRUCTIONAL SUPPLIES	\$321.95
RICHARD BRIGGS	OFFICIAL/JUDGE	\$130.00
SADLER POWER TRAIN	TRANSP. PARTS	\$342.69
SCHULTZ STRINGS INC	EQUIPMENT REPAIR	\$896.75
SHANLEY STEVE	INSTRUCTIONAL SUPPLIES	\$100.00
SONOVA USA INC.	INSTRUCTIONAL SUPPLIES	\$110.79
SOUTHEAST POLK HIGH SCHOOL	TUITION IN STATE	\$22,532.64
SPRINGVILLE COMMUNITY SCHOOLS	TUITION OPEN ENROLL	\$139,032.63
SUDDENDORF BRODY	MISC REVENUE	\$4.00
SWAN RICK	OFFICIAL/JUDGE	\$130.00
TEGELER WRECKER & CRANE	REPAIR/MAINT SERVICE	\$436.00

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Vendor Name	Description	Check Total
THE CURIOSITY PATH,LLC	INSTRUCTIONAL SUPPLIES	\$240.00
THE SHREDDER	OTHER PROFESSIONAL SERVICES	\$627.00
THINK SAFE INC	GENERAL SUPPLIES	\$509.00
THOMPSON TRUCK & TRAILER	TRANSP. PARTS	\$627.73
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$15,262.10
TRI-CITY ELECTRIC COMPANY OF IOWA	TECH REPAIRS/MAINTENANCE	\$3,387.85
VERIZON WIRELESS	INTERNET	\$3,725.10
VERIZON WIRELESS	TELEPHONE	\$360.78
WALSH DOOR & HARDWARE	REPAIR/MAINT SERVICE	\$1,150.00
WARD'S NATURAL SCIENCE	INSTRUCTIONAL SUPPLIES	\$190.11
WATERLOO COMMUNITY SCHOOL DIST	TUITION IN STATE	\$9,795.60
WEST MUSIC CO	EQUIPMENT REPAIR	\$204.06
WEST MUSIC CO	INSTRUCTIONAL SUPPLIES	\$7,807.86
WINDSTAR LINES	TRANSP PRIVATE CONT	\$3,038.50
WOODWARD GRANGER COMM SCHOOL DIS	TUITION IN STATE	\$2,318.34
ZUMBACH TAMI	MISC REVENUE	\$49.00
Fund Total:		\$3,202,767.34
Fund: LOCAL OPT SALES TAX		
OPN ARCHITECTS, INC.	ARCHITECT	\$41,165.98
SPRINTURF, LLC	CONSTRUCTION SERV	\$57,712.50
Fund Total:		\$98,878.48
Fund: MANAGEMENT LEVY		
TRUENORTH COMPANIES, LC	BLDG/PROPERTY INS	\$1,672.00
TRUENORTH COMPANIES, LC	WORKERS COMP	\$106,917.00
Fund Total:		\$108,589.00
Fund: NUTRITION SERVICES		
BAXA HOLLY	GENERAL SUPPLIES	\$45.00
BMO MASTERCARD	DUES AND FEES	\$200.00
CITY LAUNDERING COMPANY	LAUNDRY SERVICE	\$13,613.78
EMS DETERGENT SERVICES	GENERAL SUPPLIES	\$3,355.50
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$63,019.38
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$1,202.25
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$5,140.70
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$1,202.25
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$5,140.70
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$2,819.45
MARCO TECHNOLOGIES, LLC	Copies	\$9.49
MARTIN BROTHERS DISTRIBUTING CO., INC	PURCHASE FOOD	\$24,744.57
OFFICE EXPRESS	GENERAL SUPPLIES	\$59.74
PERFORMANCE FOODSERVICE - CEDAR RAPIDS	GENERAL SUPPLIES	\$7,178.81
PERFORMANCE FOODSERVICE - CEDAR RAPIDS	PURCHASE FOOD	\$123,600.46
TIERNAN CARMEN	GENERAL SUPPLIES	\$45.00
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$1,511.57

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Vendor Name	Description	Check Total
		Fund Total: \$252,888.65
Fund: PHY PLANT & EQ LEVY		
BRECKE	CONSTRUCTION SERV	\$2,467.11
CULVER'S CORRIDOR STORAGE, LLC	FACILITY RENTAL	\$2,375.00
DE LAGE LANDEN PUBLIC FINANCE	COMPUTER/COPIER RENT	\$4,665.00
EMPOWERED PROPERTIES, LLC	FACILITY RENTAL	\$3,500.00
JOHNSON CONTROLS	CONSTRUCTION SERV	\$25,200.00
MIDWEST ALARM SERVICES	CONSTRUCTION SERV	\$6,400.00
OPN ARCHITECTS, INC.	ARCHITECT	\$21,637.50
PROFESSIONAL PLUMBING SERVICE, INC	CONSTRUCTION SERV	\$10,003.94
SETPOINT MECHANICAL SERVICES	CONSTRUCTION SERV	\$7,609.27
WALSH DOOR & HARDWARE	CONSTRUCTION SERV	\$2,225.00
		Fund Total: \$86,082.82
Fund: SALES TAX REVENUE BOND CAP PROJECT		
OPN ARCHITECTS, INC.	ARCHITECT	\$19,075.05
PEAK CONSTRUCTION	CONSTRUCTION SERV	\$549,446.04
		Fund Total: \$568,521.09
Fund: STUDENT ACTIVITY		
APPLE COMPUTER INC	GENERAL SUPPLIES	\$449.00
BMO MASTERCARD	DUES AND FEES	\$14,127.00
BMO MASTERCARD	GENERAL SUPPLIES	\$14,707.10
BMO MASTERCARD	STAFF TRAVEL	\$5,148.49
BOUNCE ATHLETICS, INC	GENERAL SUPPLIES	\$1,197.50
BSN SPORTS	GENERAL SUPPLIES	\$4,126.57
CMC NEPTUNE LLC	GENERAL SUPPLIES	\$2,700.00
CONDON MICHAEL J	OFFICIAL/JUDGE	\$30.00
CONSERVATION DISTRICTS OF IOWA	DUES AND FEES	\$80.00
DRAKE UNIVERSITY	DUES AND FEES	\$1,710.00
DREIER JAMES	PROF SERV: EDUCATION	\$150.00
DUGGAN KYLE	OFFICIAL/JUDGE	\$30.00
ECISOA	DUES AND FEES	\$450.00
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$338.87
HOSA-FUTURE HEALTH PROFESSIONALS	DUES AND FEES	\$96.00
HOUSE OF TROPHIES	GENERAL SUPPLIES	\$165.00
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$5.05
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$21.58
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$5.05
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$21.58
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$3.07
IOWA HIGH SCHOOL ATHLETIC ASSOC	DUES AND FEES	\$528.00
IOWA HIGH SCHOOL SPEECH ASSOC	DUES AND FEES	\$156.00
KENNEDY HIGH SCHOOL	DUES AND FEES	\$100.00
LANGUAGE TESTING INTERNATIONAL, INC	GENERAL SUPPLIES	\$75.00
MASON CITY COMMUNITY SCHOOL DISTRICT	DUES AND FEES	\$250.00
MCMASTER-CARR	GENERAL SUPPLIES	\$149.55

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Vendor Name	Description	Check Total
MENARDS -13127	GENERAL SUPPLIES	\$23.48
MH ADVERTISING SPECIALTIES	GENERAL SUPPLIES	\$9,341.30
MUSIC THEATRE INTERNATIONAL	GENERAL SUPPLIES	\$433.87
PAPA JOHNS PIZZA	GENERAL SUPPLIES	\$92.76
POINTCORE GRAPHIC SOLUTIONS	GENERAL SUPPLIES	\$796.60
RSCHOOL TODAY	GENERAL SUPPLIES	\$1,040.00
SCHMIDT ALLISON	OFFICIAL/JUDGE	\$50.00
SCHULTZ STRINGS INC	GENERAL SUPPLIES	\$531.25
SHANLEY STEVE	GENERAL SUPPLIES	\$2,200.00
STREICHER DOUGLAS	STAFF TRAVEL	\$150.00
TAYLOR ERIN	STAFF TRAVEL	\$62.00
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$1.47
TRUSCORE	GENERAL SUPPLIES	\$1,173.39
WILDWOOD LODGE	STAFF TRAVEL	\$10,221.12
WINDSTAR LINES	GENERAL SUPPLIES	\$1,519.25

Fund Total: \$74,456.90

Fund: STUDENT STORE

BMO MASTERCARD	GENERAL SUPPLIES	\$3,207.42
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Fund Total: \$3,207.42

Grand Total: \$4,400,931.36

End of Report



Cedar Rapids

200 Fifth Avenue SE Ste. 201
Cedar Rapids, Iowa 52401
(319) 363-6018

Des Moines

100 Court Avenue Ste. 100
Des Moines, Iowa 50309
(515) 309-0722

Iowa City

24 ½ S. Clinton Street Ste. 1
Iowa City, Iowa 52240
(319) 363-6018

Madison

301 N. Broom Street Ste. 100
Madison, Wisconsin 53703
(608) 819-0260

Minneapolis

323 N. Washington Avenue Ste. 200
Minneapolis, Minnesota 55401
(612) 468-6851

opnarchitects.com

December 6, 2023

Amy Kortemeyer, Superintendent of Schools
Jon Galbraith, Chief Financial and Operating Officer
Linn-Mar Community School District
2999 North Tenth Street
Marion, Iowa 52302

RE: Letter of Intent: Programming, Schematic Design and Cost Estimation for the High School Indoor Activities Center Design Services

Amy and Jon:

Thank you for the opportunity to provide this Basic Services proposal for Schematic Design and Cost Estimation for the High School Indoor Activities Center. We are excited to continue our work with the district as a partner in fulfilling the next steps of your facility master plan.

We understand that the Indoor Activities Center will be adjacent to and accessible from the northeast corner of Linn-Mar High School. Through prior conversations with local authorities having jurisdiction, a storm shelter will be required with this addition. We further understand the desire of the district to expand the wrestling space, improve/expand the weight room, and improve locker room access to activity spaces. This agreement will cover the initial phases of design for remodel and new construction, including Programming, Visioning, Benchmarking, Schematic Design, and Cost Estimation.

Scope of Work:

Programming and Visioning:

- Meet with stakeholders to define needs
- Lead visioning exercises for spaces identified
- Coordinate a benchmarking trip to visit comparable spaces
- Prepare programming booklet

Schematic Design and Cost Estimation:

- Using program and priorities identified to develop up to three concepts
- Prepare Schematic Design deliverable for Cost Estimation
- Third-party cost estimator to develop and refine cost estimate(s)



Design Team: Basic Services

OPN Architects: Roger Worm, Principal in Charge
Josh Moe, Project Manager
Vicki Hyland, Learning Environment Planner
Other project team members as required

Design Engineers, MEPT Engineering: Jonathan Gettler, Principal in Charge

Civil Engineering, Hall & Hall Engineering: Brent Jackman, Principal in Charge

Structural Engineering, Structural Design Group, Dave Rasmussen, Principal

Third Party Cost Estimator, Stecker Harmsen, Lee Harmsen, Principal

Fee:

The design team proposes a Basic Services fee structure of 8.2% of initial estimated construction costs of \$15,200,000, for a total fee of \$1,246,400. For this Scope of Work through Schematic Design only, the design team fee will reflect roughly 20% of this total fee, broken down as follows:

OPN Architects, Programming	\$ 13,250
OPN Architects	\$ 154,738
Design Engineers	\$ 47,925
Hall & Hall Engineers	\$ 13,132
Structural Design Group	\$ 17,510
Stecker Harmsen	<u>\$ 4,700</u>
Total	\$ 251,255 Programming/ SD Phase

Any Additional Services or consultants required for this exercise will be mutually agreed to by Linn-Mar and OPN prior to incurring additional fees.

Should this project advance beyond the Schematic Design phase, the design will continue with the above noted fee structure, with a final fee adjustment reflecting the owners approved budget for construction at 65% Construction Documents.

Reimbursable expenses will be in addition to the services listed above, and would include mailing or shipping services, reproduction of project documents, printing, and mileage at the government standard rate.

The design team will meet a mutually agreed schedule to deliver the scope of work noted above.



Thank you for the opportunity to present this proposal. This signed Letter of Intent will serve as our agreement to execute this initial phase of work. When the district is ready to move forward with design and construction, an AIA B101 contract will be prepared and executed.

With Kind Regards,

A handwritten signature in blue ink, appearing to read 'Roger B. Worm'.

Roger B. Worm, AIA
Principal, OPN Architects

Proposal Accepted by:

Barry Buchholz, Board President

February 27, 2024

Linn-Mar Community School District
2999 10th Street
Marion, Iowa 52302

Attn: Mr. Andy Parke
P: (319) 447-3021
E: andy.parke@linnmar.k12.ia.us

Re: Proposal for Construction Observation and Materials Testing Services
Linn-Mar Performance Center
3111 10th Street
Marion, Iowa 52302
Terracon Proposal No. P06241020

Dear Mr. Parke:

As requested, Terracon Consultants, Inc. (Terracon) is submitting this proposal for completion of construction observation and materials testing services for the above-referenced project. This proposal outlines our understanding of the project and scope of services, provides a fee schedule and estimated cost for our services, and presents our Supplement to Agreement for Services.

Terracon provided geotechnical engineering services for the project in 2023 (Terracon Project No. 06235115). As such, we believe our experience, work on the project as the Geotechnical Engineer, and commitment to responsive quality service will continue to make Terracon a valuable asset to the project.

1.0 PROJECT INFORMATION

- Project information available for review at the time of this proposal includes:
 - Civil, structural and architectural plans dated January 9, 2024
 - Project specifications dated January 9, 2024
 - An email conversation with Andru Meiners with OPN Architects dated 1/25/2024 to discuss preliminary scope, quantities and/or schedule information
- We understand the project consists of:
 - The construction of a performance venue at the existing Linn-Mar High School

- The structure will be founded on:
 - Concrete footings bearing on a soil improved or replaced by Geopiers or rammed aggregate piers or soil/cement mixing etc

- The structural framing will be comprised of:
 - Steel columns, beams, joists and/or trusses
 - Metal deck and roof
 - Structural masonry walls
 - Reinforced concrete
 - Precast structural concrete

- Also included as part of the construction will be
 - Underground utilities
 - Concrete parking lot(s)
 - Site grading fill placement

2.0 SCOPE OF SERVICES

2.1 Field and Laboratory Services

Terracon will provide appropriately trained employees equipped to respond to the materials testing and construction observation needs of this project as scheduled by the Client or your designated representative. Based on our review of the information provided above, we understand the scope of the on-call services includes:

- Earthwork observation and testing
 - Compaction testing of newly placed fill
 - Proofroll observations
 - Subgrade observations

- Laboratory soil/aggregate testing
 - Standard Proctors
 - Atterberg Limits

- Cast-in-place concrete reinforcing steel observation
 - Bar type and grade, size, condition, lap length, cover, position and securement

- Note that we should be contacted to observe walls and columns taller than 5 feet both before and after formwork is set to enable proper viewing of the steel and to verify clearance
- Cast in-place anchor bolts
- Portland cement concrete field testing and laboratory testing
 - Perform temperature, slump, & air content testing and cast strength specimens
 - We assume that strength specimens will be 4" x 8" cylinders and that sample pickups will be performed only during normal business hours Monday through Friday unless directed otherwise. If pickups are requested outside of this timeframe, special arrangements will need to be made and additional costs will apply.
 - We assume that the concrete will be sampled as the concrete is delivered from the mixer to the conveying vehicle used to transport the concrete to the forms (ie, truck discharge) as indicated in the relevant American Concrete Institute (ACI) and American Society for Testing and Materials (ASTM) documents. If other locations for sampling are desired (such as pump discharge), we can provide this. However, we will require safe access, and additional costs may be incurred.
 - We assume that a temperature-controlled environment meeting ASTM standards will be available to us for sample storage or that it will be acceptable for us to store samples exposed on the jobsite or in a moderately controlled environment provided by us (such as a cure box). However, it is not in our scope to provide fully climate-controlled enclosures. If this is a requirement, additional costs will apply.
 - Laboratory testing
 - Compressive strength of concrete
- Structural steel and pre-cast concrete of field-made connections
 - Review welder certifications
 - Perform periodic visual observations of structural welded connections including primary framing members
 - Periodic visual observations of headed studs
 - Ultrasonic testing of full-penetration welds
 - Visual observation of bolted connections
 - We assume bolted connections will either be snug-tight or tension control bolts will be utilized if full pre-tensioning is required. Observations of other methods of pre-tensioning can be performed, but may require additional time and cost.
 - Visual observation of column anchor bolts
 - Visual observation of decking fasteners
- Structural masonry observation and testing

- Observation-structural masonry construction in general accordance with Level C except as noted below
 - In general, Level C includes being onsite for continuous observations of site prepared mortar, construction of mortar joints, location of vertical and horizontal reinforcement, condition of cells to be grouted, cold or hot weather masonry practices as applicable, and the preparation of samples. The structural plan sheet S001, however, has some observations as periodic. The proposal will budget per the structural plan sheet and further discussions could be had to determine if proposal needs to be adjusted for full time observation.
- Material sampling
 - Measure grout flow/slump and temperature and cast 3” x 6” grout prisms. For estimating purposes, we assume that cardboard grout sample boxes will be allowed due to the low cost and convenience. However, they are not recognized as an approved mold by ASTM. If the client wishes grout prisms to be formed in general accordance with ASTM C1019, we will need access to forming materials and a protected space onsite to make the samples, and additional costs will apply.
- Laboratory testing
 - Compressive strength of grout
- Post-installed anchor installation observation
 - Hole depth, diameter and cleanliness prior to installation
 - Installation process for epoxy or mechanical anchors
 - Anchor embedment depth
- Project Management
 - Attendance at pre-construction and project meetings at Client’s request
 - Technical consulting at Client’s request
 - Supervision of laboratory and field services
 - Preparation and review of project reports and invoices

If we have misunderstood any aspect of the proposed project, please advise us at once so we can evaluate the scope of services and make any necessary adjustments prior to finalizing the contract. Once the project is underway, you can request additional services. We will confirm your request by sending you a short supplemental agreement form that states the additional services, making them part of the original agreement.

2.2 Scheduling

Terracon’s services will be performed on an as-requested basis with scheduling by the Client or the client’s designated representative. Terracon will not be responsible for scheduling our

services and will not be responsible for tests or observations that are not performed due to failure to schedule our services on the project. Since our personnel will not be at the site on a resident basis, it will be imperative that we be advised when work is in progress. Services should be scheduled a minimum of 24 hours in advance. Scheduling personnel will be on an as-available basis which may require changes in personnel assigned to the project. For instances of short-notice requests, personnel may have to be utilized which have a higher rate than those normally assigned and this higher cost may be passed on to the client.

All requests for services should be submitted to the Cedar Rapids, Iowa office at the following phone number: (319) 221-7300. Services should not be scheduled through our field personnel.

We recommend the scope of services described in this proposal be provided to the person(s) responsible for scheduling our services so they are aware of the services that are proposed.

2.3 Data Collection and Reporting

All field technicians are responsible to provide a daily report identifying what work was found to be in compliance with the project specifications and drawings and report any non-conformances. The field technicians are required to immediately communicate any non-conformances to the site superintendent and our Project Manager. Effective and timely communication is essential for non-conforming items. Our Project Manager will be responsible for reviewing each technician's reports, keeping non-conformance lists up to date, and communicating test results in a timely manner.

To ensure our project manager and field personnel meet the goals we have set for report turnaround, we have developed report tracking software to evaluate the status of any test result or report within our system. This allows us to achieve better communication, more consistency, and faster turnaround of reporting on the project. Data, observations, and other testing and inspection information are easily entered into the system allowing for immediate availability for quality review and electronic distribution of reports.

Terracon will maintain non-conformance logs and lists for all testing types performed by us. The list will be maintained electronically in our database and can be updated and e-mailed or printed at any time.

2.3.1 CMELMS™ Management System

In order to provide our clients with real-time field and laboratory data management and reporting, Terracon developed and maintains an automated application that we call CMELMS. The acronym stands for **Construction Materials Engineering Laboratory Management System** and is utilized by construction materials engineering and testing operations in our offices.



CMELMS is a complete and comprehensive field and laboratory testing data and results management system. It automates the delivery of our testing and inspection information and can be used anywhere with an internet connection or through a wireless device. Data (test results and inspections) can be entered into the application right from the project site so that project managers and engineering staff have real-time access to the field data. Final Client Reports are produced in the same application, which allows us to achieve better communication, more consistency, and faster turnaround of reports on the project.

2.3.2 Report Turnaround Time

Our Project Managers and/or field technicians will report failing tests or non-conformance items immediately to the designated parties and will typically have digitally-signed reports distributed by the end of the next business day. As stated, using our CMELMS software and our field reporting and communication services and capabilities, the test results and inspection information is quickly entered into the system and a report produced. Non-deviation reports will typically be digitally signed and distributed within 3 to 5 business days of service. Laboratory test reports will typically be digitally signed and distributed within 2 business days of the completion of each test. Our reports can be sent digitally via email, posted to our Client Document Website (CDW), or posted to a designated ftp website.

3.0 COMPENSATION

Fees for services provided will be based on the attached Unit Rate Schedule. These rates will apply for the duration of the project.

on our review of the above-referenced information, our estimated cost to perform the proposed scope of services is \$28,497.00. A breakdown of our cost is provided in the attached Cost Estimate. For the purposes of developing this estimate, the quantities were estimated based on typical means and methods utilized by contractors/subcontractors in this area.

It should be noted the Client would be billed only for the amount of service provided, i.e. Terracon will not bill for the total budget if the total booked is less than the budget. Please note this is only a budget estimate and not a not-to-exceed price. Many factors, including those out of our control, such as weather and the contractor's schedule, responses to requests for information, and how often we are called to the site, will dictate the final fee for our services. Furthermore, all costs associated with deviations, re-testing and re-inspections of failing items, on-site standby time, overtime, and short-notice premiums are not included in our estimated cost.



4.0 AUTHORIZATION

This proposal may be accepted by executing the attached Supplement to Agreement for Services and returning it along with this proposal to Terracon. **We reserve the right to withhold our reports until the signed Agreement has been received by Terracon.** This Agreement, including the limitations it contains, shall constitute the exclusive terms, conditions and services to be performed for this project. This proposal is valid only if authorized within sixty days from the listed proposal date.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. Please call the undersigned if you have any questions or would like to review this proposal.

Sincerely,
Terracon Consultants, Inc.

Vito T. Aiello
Assistant Project Manager

Peng Cavan
Project Manager

Copies to: Addressee (1 pdf)
Attachments: Unit Rate Schedule
Cost Estimate
Agreement for Services



Unit Rate Schedule

	Rate	Unit
PERSONNEL		
1215 Field Technician	\$68.00	hour*
1205 Senior Technician	\$90.00	hour*
1275 Structural Steel Technician	\$110.00	hour*
1140 Field Engineer	\$100.00	hour*
1141 Project Coordinator	\$85.00	hour
1127 Project Manager	\$120.00	hour
1126 Senior Project Manager	\$165.00	hour
1107 Senior Geotechnical Engineer	\$185.00	hour
LABORATORY TESTING		
2039 Standard Proctor, Soil	\$200.00	each
2040 Standard Proctor, Rock	\$240.00	each
2001 Atterberg Limits (three point)	\$125.00	each
3324 Compressive Strength Cylinder (made by Terracon)	\$20.00	each
3325 Compressive Strength Cylinder (made by others)	\$30.00	each
4007 Compressive Strength of Grout Prism	\$40.00	each
FIELD EQUIPMENT/MATERIALS		
1670 Floor Flatness Gauge	\$175.00	day
1683 Structural Steel Testing Equipment	\$150.00	day
1630 Nuclear Density Gauge	\$50.00	day
1635 Cone Penetrometer or Field Vane Shear	\$20.00	trip
Miscellaneous Charges	Cost + 20%	
EXPENSES		
1620 Vehicle Charge	\$30.00	trip
1622 Regional Vehicle Charge (Structural Steel Inspector)	\$150.00	trip
1106 Project Setup	\$300.00	each
4040 Expedited Services Charge	\$40.00	each

*Overtime is defined as all hours in excess of eight (8) per day, outside of the normal hours of 7:00AM to 5:00PM Monday through Friday, and all hours worked on Saturdays, Sundays, and holidays. Overtime rates will be 1.5 times the hourly rate quoted (2 times the hourly rate for Sundays and holidays).

A 3-hour minimum charge per task is applicable to all site visits. Field services time will be rounded up to the nearest 0.5 hour. Trip charge includes vehicle and mileage costs. Expedited service charges may apply to all field services (per trip) with less than a 4 business hour notice and all rush laboratory services.

Rates provided above are valid only if authorized within 90 days from the listed proposal date.

You will be invoiced on a periodic basis for services actually performed as authorized or requested by you or your designated representative.



COST ESTIMATE

Service Type	No. of Services	Hr(s)/service	Rate	Unit	Cost
EARTHWORK OBSERVATION AND TESTING					
Field Technician					
Sample Pickup	1	3.00	\$68.00	hour	\$204.00
Site Grading Fill Placement	5	3.00	\$68.00	hour	\$1,020.00
Foundation Wall Backfill Placement	5	3.00	\$68.00	hour	\$1,020.00
Granular Base Placement	2	3.00	\$68.00	hour	\$408.00
Senior Technician					
Subgrade Observation/Proofroll	3	3.00	\$90.00	hour	\$810.00
Trip Charge*					
Vehicle Charge	16		\$30.00	trip	\$480.00
Field Equipment					
Nuclear Density Gauge	12		\$50.00	day	\$600.00
					Subtotal = \$4,542.00
LABORATORY SOIL / AGGREGATE TESTING					
Standard Proctor, Soil	3		\$200.00	each	\$600.00
Standard Proctor, Rock	1		\$240.00	each	\$240.00
Atterberg Limits (three point)	3		\$125.00	each	\$375.00
					Subtotal = \$1,215.00
REINFORCED CONCRETE OBSERVATION					
Senior Technician					
Reinforcing Steel Observation	35	1.00	\$90.00	hour	\$3,150.00
Trip Charge*					
Vehicle Charge	0		\$30.00	trip	\$0.00
					Subtotal = \$3,150.00
PORTLAND CEMENT CONCRETE TESTING					
Field Technician					
<i>Standard testing (temp, slump, air content, compressive/flexural strength samples)</i>					
Casting of 1 Set of Cylinders	30	2.00	\$68.00	hour	\$4,080.00
Casting of 2 Sets of Cylinders	5	3.00	\$68.00	hour	\$1,020.00
Compressive Strength Sample Pickup	15	3.00	\$68.00	hour	\$3,060.00
Trip Charge*					
Vehicle Charge	50		\$30.00	trip	\$1,500.00
Laboratory Testing					
Compressive Strength Cylinder (made by Terracon)	120		\$20.00	test	\$2,400.00
					Subtotal = \$12,060.00



COST ESTIMATE

Service Type	No. of Services	Hr(s)/service	Rate	Unit	Cost
STRUCTURAL STEEL OBSERVATION					
Structural Steel Technician					
Visual Observation of Welded and Bolted Connections	6	8.00	\$110.00	hour	\$5,280.00
Trip Charge*					
Regional Vehicle Charge (Structural Steel Inspector)	6		\$150.00	trip	\$900.00
Field Equipment					
Structural Steel Testing Equipment	6		\$150.00	day	\$900.00
Subtotal =					\$7,080.00
STRUCTURAL MASONRY OBSERVATION AND TESTING					
Senior Technician					
Reinforcing Steel and Masonry Cell Observation, Sample Preparation	8	3.00	\$90.00	hour	\$2,160.00
Compressive Strength Sample Pickup	4	3.00	\$90.00	hour	\$1,080.00
Trip Charge*					
Vehicle Charge	12		\$30.00	visit	\$360.00
Laboratory Testing					
Compressive Strength of Grout Prism	32		\$40.00	each	\$1,280.00
Subtotal =					\$4,880.00
POST INSTALLED ANCHORS OBSERVATION					
Senior Technician					
Observe Size, Placement and Installation Procedure for Expansion/Adhesive Anchors	2	4.00	\$90.00	hour	\$720.00
Trip Charge*					
Vehicle Charge	2		\$30.00	visit	\$60.00
Subtotal =					\$780.00
PROJECT MANAGEMENT					
Project Administration					
Project Coordinator	25		\$85.00	hour	\$2,125.00
Project Manager	30		\$120.00	hour	\$3,600.00
Senior Project Manager	5		\$165.00	hour	\$825.00
Project Setup	1		\$300.00	each	\$300.00
Subtotal =					\$6,850.00
ESTIMATED OBSERVATION AND TESTING FEE					
					ESTIMATED TOTAL = \$28,497.00

*We anticipate providing multiple services during some trips; therefore, the quantity of services estimated may not equal the quantity of trips estimated.

It should be noted the client is billed only for the amount of service provided, i.e. Terracon will not bill for the total Cost Estimate if the total booked is less than the estimate. The number of tests, trips, and hours on-site are primarily controlled by the contractor's schedule. We recommend the contractor review our estimated number of tests, trips, and duration of on-site time to determine if our estimate is compatible with their production. The estimated cost can then be revised if necessary.

SUPPLEMENT TO AGREEMENT FOR SERVICES

CHANGE TO
SCOPE OF SERVICES AND FEES

This SUPPLEMENT to AGREEMENT FOR SERVICES to the original Agreement for Services (original Agreement dated 07/18/2023) is between Linn-Mar Community School District ("Client") and Terracon Consultants, Inc. ("Consultant") for additional or changed Services to be provided by Consultant for Client on the Project, as described in the Agreement for Services. This Supplement is incorporated into and part of the Agreement for Services.

1. Scope of Services. The scope of the additional or changed Services are described in the Scope of Services section of the Consultant's Supplemental Proposal, unless Services are otherwise described below or in Exhibit B to this Supplement (which section or exhibit are incorporated into the Supplement).

See Proposal No. P06241020 dated February 9, 2024

2. Compensation. Client shall pay compensation for the additional or changed Services performed at the fees stated in the Supplemental Proposal unless fees are otherwise stated below or in Exhibit C to this Supplement (which section or exhibit are incorporated into the Supplement).

See Proposal No. P06241020 dated February 9, 2024

All terms and conditions of the Agreement for Services shall continue in full force and effect. This Supplement is accepted and Consultant is authorized to proceed.

Consultant: Terracon Consultants, Inc.
By:  Date: 2/27/2024
Name/Title: Peng Cavan / Project Manager
Address: 2640 12th St SW
Cedar Rapids, IA 52404-3440
Phone: (319) 366-8321 Fax: (319) 366-0032
Email: Peng.Cavan@terracon.com

Client: Linn-Mar Community School District
By: _____ Date: _____
Name/Title: Barry Buchholz, Board President
Address: 2999 N 10th Street
Marion IA 52302
Phone: 319-447-3008 Fax: 319-377-9252
Email: jon.galbraith@Linnmar.k12.ia.us



3511 8th St
Rock Island, IL 61201
Phone: (309) 786-8800
Fax: (309) 786-8801

Date: March 4, 2024
2023-133 Indian Creek Elementary Rev 2 JMS

Proposal Submitted to:

Shive-Hattery
222 Third Ave SE Suite 300
Cedar Rapids, IA 52406

Project Location:

Indian Creek Elementary
2900 Indian Creek Rd
Marion, IA 52302

Project Contact:

Patrick Rutherford
563-608-5880
prutherford@shive-hattery.com

**We hereby propose to furnish all labor, equipment, materials, supervision,
And insurance necessary for the completion of the work described below.**

Scope of Work: Gym Wall Repairs at Roof

- Remove and replace existing through wall flashing in its entirety; 130 linear feet.
 - Remove three (3) courses of existing brick.
 - Remove existing stainless steel and flexible flashing.
 - Furnish and install new through wall flashing and weeps.
 - New brick to match existing as best possible.
 - All debris to be removed and disposed of properly off-site.
- Cut out and re-caulk horizontal joint at existing counter flashing; 130 linear feet.
- Cut out and re-caulk vertical control joints; 74 linear feet.
- Cut out and re-caulk all penetrations; 30 linear feet.
- Pressure wash clean all brick surfaces above gym wall; 1,600 square feet.
- Roof to be protected during all repairs.
- Excludes all electrical / HVAC contractors if required.
- Excludes all cold weather provisions.
- *Earliest start date will be June 3rd, 2024 and substantially complete by August 2nd, 2024.*

We will complete the scope of work listed above for the sum of **\$ 24,860.00**.

Respectfully submitted,

Justin Smith
Bi-State Masonry Inc.
C. (563) 370-4393
E. justin@bsmqc.com



Any alteration or deviation from above specifications involving extra costs will be executed as a Change Order and will be added to the contract amount stated above. Upon issuance of Sub-Contract for pricing listed above constitutes acceptance of specified scope of work as listed above. Additional scope of work that may be added via Sub-Contract language shall be charged as a Change Order. All materials to be used shall be chosen from supplied list in specifications or approved equals. Masonry materials shall be from manufacturers current standard stock material. Material samples shall be submitted for approvals prior to ordering if requested. No hot/cold weather provisions or protection from the elements are included in this proposal unless stated otherwise. We are a Merit Shop. No provisions for Davis-Bacon or Prevailing Wage Labor Rate Determinations have been included in our proposal unless stated elsewhere. All agreements are contingent upon strikes, accidents, or delays beyond our control. Applicable taxes shall be added as required. All payments will be Net 30 Days unless otherwise stated or agreed upon.

Note -- This proposal may be withdrawn by Bi-State Masonry if not accepted within 30 days

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Issuance of Purchase Order constitutes acceptance of terms stated above. Payments will be made as outlined above.

Barry Buchholz, Board President

Print Name:

Linn-Mar Community School District

Company:

Signature:

Date:





3511 8th St
Rock Island, IL 61201
Phone: (309) 786-8800
Fax: (309) 786-8801

Date: March 4, 2024
2023-195 Linn Grove School JMS

Proposal Submitted to:

Shive-Hattery
222 Third Ave SE Suite 300
Cedar Rapids, IA 52406

Project Location:

Linn Grove Elementary
2301 50th Street
Marion, IA 52302

Project Contact:

Patrick Rutherford
319-364-0227
PRutherford@shive-hattery.com

**We hereby propose to furnish all labor, equipment, materials, supervision,
And insurance necessary for the completion of the work described below.**

Scope of Work: Masonry Repairs North and South Elevations of Existing Gym

- Remove and replace existing thru-wall flashing with new rigid flashing; 212 linear feet.
- Remove and replace existing deteriorated brick; 50 units.
- Spot tuckpoint deteriorated mortar joints above gym roof; 50 square feet.
- Cut out and re-caulk all vertical control joint sealant at gym above roof; 80 linear feet.
- Demo and rebuild brick corners of gym with new brick to match; 75 square feet.
- Remove existing vent and lintel and raise to new desired height; 1 location.
- Excludes all mechanical contractors.
- Excludes all cold weather provisions.
- *Earliest start date will be June 3rd, 2024 and substantially complete by August 2nd, 2024.*

We will complete the scope of work listed above for the sum of **\$ 58,990.00**.

Respectfully submitted,

Justin Smith
Bi-State Masonry Inc.
C. (563) 370-4393
E. justin@bsmqc.com



Any alteration or deviation from above specifications involving extra costs will be executed as a Change Order and will be added to the contract amount stated above. Upon issuance of Sub-Contract for pricing listed above constitutes acceptance of specified scope of work as listed above. Additional scope of work that may be added via Sub-Contract language shall be charged as a Change Order. All materials to be used shall be chosen from supplied list in specifications or approved equals. Masonry materials shall be from manufacturers current standard stock material. Material samples shall be submitted for approvals prior to ordering if requested. No hot/cold weather provisions or protection from the elements are included in this proposal unless stated otherwise. We are a Merit Shop. No provisions for Davis-Bacon or Prevailing Wage Labor Rate Determinations have been included in our proposal unless stated elsewhere. All agreements are contingent upon strikes, accidents, or delays beyond our control. Applicable taxes shall be added as required. All payments will be Net 30 Days unless otherwise stated or agreed upon.

Note -- This proposal may be withdrawn by Bi-State Masonry if not accepted within 30 days

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Issuance of Purchase Order constitutes acceptance of terms stated above. Payments will be made as outlined above.

Barry Buchholz, Board President
Print Name:

Linn-Mar Community School District
Company:

Signature:

Date:



Student Teaching/Field Experience Agreement 2024-25

This agreement is entered into by and between Cornell College and Linn Mar Community School District, hereinafter referred to as the local school district.

This agreement is entered into as a result of the requirement outlined in Iowa State Department of Education Standard CU-7 and in accordance with Sections 272.27 and 670.8 of the **Code of Iowa**.

This agreement sets forth the general procedures and responsibilities of both Cornell College and the local school district concerning the assignment and termination of student teachers and field experience students, the supervision and evaluation of student teachers and field experience students, the legal status of student teachers and field experience students, and compensation for cooperating with local school districts.

1.0 Assignment of Student Teachers and Field Experience Students.

1.1 The assignment of all field experience students including student teachers shall be made on a cooperative basis involving the Cornell Department of Education and administrators and teachers from the cooperating local school district.

1.2 Placement of all field experience students including student teachers will be with appropriately licensed and practicing teachers. The local school district assures Cornell College the cooperating teachers are licensed in the endorsement area(s) the student teacher is seeking. The local district reserves the right to refuse placement of any given student and Cornell reserves the right to decline the services of any given cooperating teacher. However, such decisions shall not be based on race, creed, color, gender, national origin, religion, disability, sexual orientation, or veteran status.

1.3 After initial assignment of all field experience students including student teachers, either the local cooperating school district or Cornell College may terminate an assignment. Both parties agree to consult each other regarding the consideration of termination before a final decision is made.

2.0 Supervision and Evaluation of Student Teachers and Field Experience Students.

2.1 Members of the Cornell faculty and experienced adjunct supervisors will serve as college supervisors for all Cornell student teachers and field experience students. The college supervisor and the local cooperating teacher will work in concert to arrange school visits by the Cornell faculty and to compose a midterm and final evaluation for student teachers. At the end of the

field experience an evaluation of the student's performance will be completed by the cooperating teacher.

2.2 Cornell College will provide a standardized evaluation procedure and an instrument for all parties to follow when evaluating students.

2.3 Cornell College will hold an annual workshop for cooperating teachers explaining the college's teacher education program and the role of the cooperating teacher and supervising professor.

2.4 Student teachers and field experience students shall be subject to all local school district policies, the rules of Cornell College, and the laws of the state of Iowa.

3.0 Status and Authority of Student Teachers and Other Field Experience Students.

3.1 According to Section 272.27 of the **Code of Iowa**: "Students actually teaching in a school district under the terms of such a contract (meaning one of this type) are entitled to the same protection, under section 670.8, as is afforded by that section to officers and employees of the school district, during the time they are so assigned."


4.0 Compensation for Local Cooperating School Districts.

4.1 Cornell College agrees to pay to the local district or to the person(s) designated by the local school district the sum of \$90.00 per Cornell Term (20 days) (\$270 for three terms) for each student teacher assigned to and accepted by said local school district.

4.2 There will be no compensation paid for students assigned as field experience students.

Linn Mar Community School District

Dated _____ By _____
President of the Board of Education

Dated 2/29/2024 By 
Provost, Vice President for Academic Affairs

COOPERATIVE AGREEMENT
by and between
UNIVERSITY OF NORTHERN IOWA and COOPERATING EDUCATIONAL AGENCIES
for the 2024-2025 Academic Year

This agreement entered into by and between the Board of Regents, State of Iowa, the governing body of the University of Northern Iowa, and **Linn-Mar Community School District** (hereinafter referred to as the “cooperating educational agency”), in accordance with the Code of Iowa:

Section 262.30 CONTRACTS FOR PRACTITIONER PREPARATION provides:

The board of directors of any school district in the state of Iowa may enter into contract with the state board of regents for furnishing instruction to pupils of such school district, and for practitioner preparation for the schools of the state in such particular lines of demonstration and instruction as are deemed necessary for the efficiency of the University of Northern Iowa ... as training schools for practitioners.

AND see also **Section 256.16(1)(m)**.

1. Scope of Agreement

- 1.1** This Agreement sets forth the roles, responsibilities, and rights of personnel associated with the cooperating educational agency, personnel associated with the University of Northern Iowa and of any student enrolled at the university, while assigned as a student teacher or for any other educational experience in the cooperating educational agency.

2. Options of Student Teachers and other Educational Experience Students

- 2.1** Students must be registered for the appropriate university course. Student teaching is a full semester experience. (Students seeking additional endorsement may register for four (4) hours of credit.) The student teaching period will be a minimum of 14 weeks in duration.

3. Placement of Students

- 3.1** Placement of students shall be accomplished on a cooperative basis between the University of Northern Iowa and the cooperating educational agency. All participating UNI students have completed a background check, including criminal background and child abuse, sex abuse, and dependent adult abuse registry checks, before beginning their field experience.
- 3.2** Placement shall be initiated by the university coordinator (hereinafter referred to as coordinator) upon completion of an application from each student setting out the student’s qualifications/background and the assignment(s) needed to meet course requirements, certification, endorsement, and approval area standards.
- 3.3** Requests for assignment of students may be accompanied by suggested names of individuals who are recommended to serve as a cooperating teacher/educational agency supervisor by the coordinator.
- 3.4** The University of Northern Iowa reserves the right to decline the assignment of a student to classroom teachers/educational agency supervisors who may request a student. However, said decision shall not be based on race, creed, color, sex, national origin, disability, age, religion, gender identity, sexual orientation, veteran or military status or on any other basis protected by state and/or federal law.
- 3.5** The cooperating educational agency reserves the right to refuse assignment to any given student. However, said decision shall not be based on race, creed, color, sex, national origin, disability, age, religion, gender identity, sexual orientation, veteran or military status or on any other basis protected by state and/or federal law.

4. Termination or Change of Assignment

- 4.1** The coordinator or cooperating educational agency may, for good cause, terminate or change the assignment of any student. Prior to reaching a decision the coordinator and the cooperating educational agency designee shall consult with the cooperating teacher/educational agency supervisor and all other concerned parties regarding the reason(s) for termination or change in assignment. If the district desires to terminate or change and assignment, the student will not return to the District Facility while awaiting the required consultation before the termination/change of assignment.

5. Supervision of Students

- 5.1** A member of the university faculty, or designee, will serve as the coordinator or supervisor of the student teaching program or educational experiences for the purpose of administering the program and supervising/evaluating the students in cooperation with the cooperating teachers/educational agency supervisors who guide and direct the students.
- 5.2** The identification, selection and continued use of qualified cooperating teachers/educational agency supervisors shall be the joint responsibility of the coordinator and the administrators of the cooperating educational agencies.

- 5.3 The students shall be subject to the policies, rules and regulations of the cooperating educational agency, UNI Office of Student Field Experiences, University of Northern Iowa and the Professional Code of Ethics.
- 5.4 All interaction between the cooperating teacher/educational agency supervisor or nonpublic cooperating educational agency and the student shall occur without regard to religious education, religious indoctrination, religious beliefs, or involvement with religious activities. Students shall not be present or participate in the instruction or discussion of religious subjects or any other religious activity of the cooperating educational agency.

6. Evaluation

- 6.1 Evaluation of the students shall be a shared responsibility. The coordinator or supervisor, the cooperating teacher/educational agency supervisor, the student, and others knowledgeable about the performance of the student shall be involved. Evaluation is comprehensive, continuous, specific, and individualized. The evaluation in the nonpublic educational agency shall be based on non-religious criteria.
- 6.2 Mid-term and final evaluation conferences are required of student teachers. The student teacher, cooperating teacher, and coordinator or supervisor shall participate. The cooperating teacher(s) and coordinator or supervisor shall collaborate in the preparation of the final evaluation for each student. However, the coordinator, as the designated UNI official, is responsible for the final evaluation.

7. Status, Authority, and Tort Liability Protection of Students

- 7.1 Students shall have status and authority in accordance with section 256.16 Code of Iowa.
- 7.2 Students actually engaged under the terms of this contract in a public school shall be entitled to the same tort liability protection under the provisions of section 670.8 Code of Iowa, as is afforded by said section to officers and employees of the school district/agency during the time they are so assigned.
- 7.3 Students actually engaged under the terms of this contract in a non-public school shall be named as additional insured under the liability insurance coverage of the cooperating nonpublic school during the time they are so assigned. The cooperating nonpublic school shall provide a certificate of insurance to the University of Northern Iowa as evidence of such coverage prior to the beginning of the student teacher’s activities pursuant to this agreement.

8. Substitute Teaching

- 8.1 Students are allowed to substitute teach if they hold a substitute authorization license if certain requirements are met. It is the responsibility of the UNI Faculty Coordinator to ensure the student is meeting the minimum requirements for student teaching with the Iowa BOEE for their initial teaching license. Time spent as a substitute teacher does not count toward the minimum requirement of student teaching.

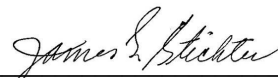
9. Compensation to Cooperating Teachers for Work with Student Teachers

- 9.1 The University of Northern Iowa agrees to pay compensation to the cooperating teacher (262.75 Code of Iowa) in the amount of four-hundred dollars (\$400) per student teacher assigned who completes the full semester student teaching period. Assignment of less than a full semester will be compensated on a prorated basis for a cooperating teacher’s work with a student teacher.
- 9.2 For student teacher placements, cooperating educational agencies agree to provide a listing of the cooperating teachers assigned in their district and to forward social security numbers when direct payment is made to cooperating teachers OR allow the University of Northern Iowa to request from the individual cooperating teachers their social security number and home address for direct payment to cooperating teachers.

APPROVED

 Designee, Cooperating Educational Agency
 Barry Buchholz, Board President
 Printed name

Date: _____



 Designee, President of University of Northern Iowa
James Stichter
 Printed name

Date: 2/28/24



CLINICAL EXPERIENCE AGREEMENT

This Clinical Experience Agreement (Agreement) is made between Western Governors University, a Utah nonprofit corporation (University or WGU), and _Linn-Mar Community Schools_ (District), and is effective as of the date of District's signature below (Effective Date).

WGU is regionally accredited by the Northwest Commission on Colleges and Universities (NWCCU). University Teacher Education programs are further accredited by the Council for the Accreditation of Educator Preparation (CAEP) and the Association for Advancing Quality in Educator Preparation (AAQEP). University represents that each teacher/principal Candidate assigned to District for Student Teaching/Practicum is validly enrolled in an approved University educator preparation program and meets District's background requirements.

A. Definitions. For the purposes of this Agreement, capitalized terms* will have the following meanings:

1. Candidate refers to a student enrolled in a University program leading to an education degree.
2. Mentor Teacher refers to a District employee who is the contracted teacher in the classroom to which the Candidate is assigned.
3. Clinical Supervisor refers to a qualified individual who will supervise and complete observations and evaluations.
4. Advanced Programs refers to University programs that are designed for licensed teachers to earn an endorsement or certification.
5. Preclinical Experience refers to the active participation by a Candidate in a wide range of in-classroom experiences to develop the skills and confidence necessary to be an effective teacher and prepare for Student Teaching.
6. Student Teaching refers to the active participation by a teacher Candidate in the duties and functions of classroom teaching under the direct supervision and instruction of a Mentor Teacher and/or Clinical Supervisor.
7. Practicum refers to the University Clinical Experience requirements for licensed teachers in an advanced endorsement program. Practicum length can range from 10 days to 12 months, depending on program and state requirements.
8. Clinical Experience refers collectively to the Preclinical Experience and Student Teaching and/or Practicum.

*References to "District" shall include the school.

B. Mutual Expectations. A placement site is a District where University places Candidates for a Clinical Experience with Mentor Teachers/principals, with an aim to co-construct a mutually beneficial arrangement for clinical preparation and the continuous improvement of Candidates, and to share accountability for Candidate outcomes. The school administrator and Mentor Teacher will have the opportunity to provide critical feedback to inform program improvement through surveys at the end of each experience.

C. Mutually Beneficial Activities. The parties agree to participate, to the extent feasible, in the activities outlined below:

1. When available, University staff may participate in District employee events and conferences, as appropriate, and District agrees to inform University of such opportunities.
2. Provide District with recruitment and talent acquisition planning and support from University's Career & Professional Development service(s) team, based on District compliance with University's [Employer Recruiting & Guidelines](#).
 - o As possible, District will respond to quarterly survey requests from University's Career & Professional Development team about hiring plans and new hires from University.
3. University and District staff will co-select Mentor Teachers and Clinical Supervisors based on University requirements.

4. District employees who have been admitted to University may apply to receive aid so long as they meet scholarship eligibility requirements (University will retain sole discretion in funding and award decisions).
 5. University may invite District staff to participate in a focus group to:
 - provide feedback for improvement and continuous development of observation and evaluation instruments of Candidates, Mentor Teachers, and Clinical Supervisors; criteria for selection of Mentor Teachers and Clinical Supervisors; and curriculum development;
 - review data on Clinical Experiences and Candidate success to potentially modify selection criteria, determine future assignments of Candidates, and make changes in Clinical Experiences;
 - review how the depth, breadth, diversity, coherence, and duration data on Clinical Experiences are linked to student outcomes and Candidate performance.
- D. Recordings.** District recognizes that University requires its Candidates to video record in the classroom for evaluation purposes and agrees to permit video recording consistent with the conditions set forth in **Exhibit A** (Video Recordings).
- E. Mentor Teacher Standards.** District, with the input of University, will provide the teacher Candidate with a Student Teaching assignment in a school and classes of District under the direct supervision and instruction of a Mentor Teacher who meets the following minimum requirements:
1. Holds a teaching credential or license: (i) for the subject area and/or grade level being taught; and (ii) in the state where Student Teaching occurs.
 2. Has: (i) a minimum of three (3) years of content area teaching experience (five (5) years preferred), with (ii) two (2) or more years teaching in the placement school and/or District, and (iii) strong evaluations.
 3. Evidence of positive impact on student learning in the classroom as demonstrated by ratings at or above effective (or equivalent) when a state, district, or school provides such ratings.
 4. Successfully and with positive impact mentored student teachers, colleagues, and/or other adults.
 5. Competently uses technology for communicating via email and completing online evaluation forms.
 6. Will demonstrate and model the professional dispositions and ethics expected of teacher Candidates and University faculty and staff, as follows:

○ All individuals can learn	○ Communication
○ Belonging	○ Integrity
○ Empathy	○ Professionalism
○ Growth Mindset	○ Intellectual courage
 7. Complete University's training to understand University policies, processes, procedures, and how to effectively mentor adult learners.
 8. *For California Districts Only:* As required by the California Commission on Teacher Credentialing (CTC) Program Sponsor Alert (PSA) 19-05, Mentor Teacher has documented completion of training/professional development equivalent to ten (10) hours that includes: a two (2)-hour orientation to program curriculum, and eight (8) hours training in effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices.
- F. Clinical Supervisor Standards.** A University Clinical Supervisor provides guidance, support, on-site assistance, assessment and feedback to a teacher Candidate throughout the Clinical Experience. To act in this role, a Clinical Supervisor must have:
1. A minimum of three (3) years teaching experience in K-12.
 2. A master's degree in education or related field.
 3. A current teaching license in the content area of supervision.
 4. Experience teaching in the content area of supervision.
 5. Ability to successfully complete a background clearance, if requested.
 6. District and principal approval (if a District employee).

7. Ability to consistently demonstrate and model the professional dispositions and ethics expected of teacher Candidates and University faculty and staff, as follows:
 - o All individuals can learn
 - o Belonging
 - o Empathy
 - o Growth Mindset
 - o Communication
 - o Integrity
 - o Professionalism
 - o Intellectual courage

G. University Responsibilities. University will:

1. Select qualified Candidates who have been prepared with the appropriate educational background, knowledge, skills, and professional disposition to participate in a Clinical Experience.
2. Provide Mentor Teacher with compensation for participation in Clinical Experience as described in this Agreement. The Mentor Teacher may also receive professional development hours connected to the successful completion of University, and any state required Mentor Teacher training.
3. Be responsible for the selection, assignment, training, and compensation of Clinical Supervisors.
4. Require Candidates to have a fully cleared background check acceptable to District prior to participating in Clinical Experience activities.
5. Where required by state regulation or District policy, ensure Candidates have a current tuberculosis (TB) risk assessment and/or examination. Upon request, Candidates will be required to provide documentation to District prior to participating in a Clinical Experience.
6. Provide opportunities for feedback regarding improvement of University Candidate preparation.
7. Provide professional development training to Mentor Teachers regarding University processes and procedures.
8. Maintain an online site for support, resources, and training for Mentor Teachers.
9. Facilitate a cohort seminar in which teacher Candidates will participate with a community of peers to receive support during Student Teaching and the final performance assessment.
10. Maintain general responsibility for instruction, academic evaluation, and related academic matters concerning Candidate participation in the Clinical Experience, including evaluation and grading.

H. District Responsibilities. District, or school administrator, will:

1. Nominate one or more qualified Mentor Teacher(s) by providing a completed copy of the Mentor Teacher Nomination Form to University's Field Placement Team.
2. Allow the Clinical Supervisor access to the host school and classroom, including virtual settings, for the specific purpose of observing Candidates.
3. Where applicable and where a Teacher Candidate will serve as a contracted teacher, District agrees to provide a Mentor Teacher during Student Teaching.
4. University utilizes video recordings for both observations and teacher performance assessments. District agrees to allow video recording and/or live streaming for completion of observations and teacher performance assessments for all University programs. (See **Exhibit A** for details regarding video recordings.)
5. Notify University about any changes to District policies (e.g., COVID and other healthcare policies).
6. Provide Candidates with any District policies and procedures to which Candidates are expected to adhere during the Clinical Experience and while on District premises.
7. Through the involvement of the Mentor Teacher and/or school administrator, participate with the Clinical Supervisor and teacher Candidates in two evaluations: one mid-way through Student Teaching, and a final evaluation at the end of Student Teaching. University shall be responsible for the format of evaluations.
 - o See Advanced Programs Practicum section below for evaluation requirements for Educational Leadership, English Language Learning, and Master of Special Education.

8. Provide Candidates opportunities to observe, assist, tutor, instruct, implement effective teaching strategies, and conduct research, as appropriate, during the Clinical Experience.
9. Provide opportunities, when possible and appropriate, for Candidates to use technology to enhance student learning and monitor student progress and growth.
10. Provide opportunities, when possible and appropriate, for Candidates to experience working with diverse student populations, including English language learners and students with exceptional learning needs.
11. Encourage Mentor Teachers to participate in University's training to understand University policies, processes, procedures, and how to effectively mentor adult learners.
12. Encourage administrators and Mentor Teachers to participate in University feedback surveys (offered at the end of the Clinical Experience) to report on Candidate quality and preparation and to provide program feedback to University for continuous improvement.
13. Adhere to any then-applicable state requirements related to training/professional development.
14. *For California Districts Only:* Require Cooperating Teachers to complete and document training/professional development equivalent to ten (10) hours that includes: a two (2)-hour orientation to the program curriculum, and eight (8) hours of training in effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices (as required by the CTC).

I. Advanced Programs Practicum. The following additional requirements apply to Advanced Programs Practicum:

1. Candidates are licensed teachers who are in most cases completing the Practicum in their own classroom using a qualified individual within their school as a Clinical Supervisor who meets the applicable qualifications and requirements.
2. Each Candidate will:
 - have a relationship with the school and arrange placement by obtaining District approval.
 - secure his/her own Clinical Supervisor, subject to approval of University's Field Experience team to ensure the Clinical Supervisor meets program requirements.
 - provide a valid background clearance, liability insurance, and teaching license.
 - comply with any other applicable District requirements.
3. Evaluations of Candidates are as follows:
 - Educational Leadership - 4 total (2 evaluations during the first Practicum course, and 2 during the second Practicum course)
 - English Language Learning - 3 total (2 observations and 1 final evaluation)

J. Confidentiality & Education Records

1. District acknowledges that the education records of assigned Candidates are protected by the Family Educational Rights and Privacy Act (FERPA), and agrees to comply with FERPA and limit access to those employees or agents with a need to know. Pursuant to FERPA, and for the purposes of this Agreement, University designates District as a "school official" with a legitimate educational interest in such records.
2. University shall instruct Candidates of the necessity of maintaining the confidentiality of all District student records. District shall not grant Candidates or University employees access to individually identifiable student information unless the affected student's parent or guardian has first given written consent using a form approved by District that complies with FERPA and other applicable law.

K. Additional Terms

1. Term. This Agreement shall commence on the Effective Date and shall continue for three (3) years from the Effective Date, or until such time as either party gives the other party thirty (30) days advance written notice of its intent to terminate the Agreement. In the event of termination, any Candidates at District as of the date of such notice shall be permitted to complete their Student Teaching or Practicum.
2. Points of Contact. Each party shall designate a point of contact for communication and coordination of Student Teaching or Practicum. Contact information is set forth following the signature block.

3. Right to Accept or Terminate a Placement. District may refuse to accept for placement, or may terminate the placement, of any Candidate based upon its good faith determination that the Candidate is not meeting performance standards or is otherwise deemed unacceptable to District. In such cases, District shall notify University in writing and state the reasons for such decision.
4. Insurance.
 - o University Insurance. University represents and warrants that it provides and maintains general liability insurance with limits of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate and, upon District's request, shall provide a certificate of insurance as evidence of coverage. University shall maintain, at its sole expense, workers' compensation insurance as required by law.
 - o Professional Liability Insurance. Candidates will be responsible for procuring and maintaining, at their own expense, professional liability insurance for the duration of the Clinical Experience with minimum limits of either: (i) \$1,000,000 per occurrence and \$3,000,000 annual aggregate, or (ii) \$2,000,000 per occurrence and \$2,000,000 annual aggregate.
5. Status of Parties. Nothing in this Agreement is intended to or shall be construed to constitute an agency, employer/employee, partnership, or fiduciary relationship between the parties. Neither party will have the authority to, and will not, act as agent for or on behalf of the other party or represent or bind the other party in any manner. No Candidate or other third party shall be a beneficiary of, or have any right to enforce the terms of this Agreement.
6. Non-Discrimination. Each party agrees to comply with all applicable non-discrimination laws, and will accept, assign, supervise, and evaluate qualified Candidates regardless of race, sex, sexual orientation, religion, creed, national origin, age, disability, veteran status, or any other basis protected by law.
7. Entire Agreement. This Agreement represents the entire understanding between the parties relating to the subject matter and supersedes all prior oral or written agreements. This Agreement may be modified only in writing, signed by both parties.

The parties have executed this Agreement as of the Effective Date.

UNIVERSITY

DISTRICT

By: Jennifer K. Doshier

By: _____

Title: Director, Field Experience, School of Education

Title: School Board President

Date: _____

Point of Contact:

Field Experience Outreach

Email: tc_outreach@wgu.edu

Point of Contact: Casey Fasselius

Email: cfasselius@Linmar.k12.ia.us

Phone: 319-447-3009

For notice purposes:

Attn: General Counsel

Western Governors University
4001 South 700 East, Suite 700
Salt Lake City, UT 84107-2533

Email: legal@wgu.edu

For notice purposes:

Email:

Exhibit A

Video Recording

1. Teacher Performance Assessment. District acknowledges that Candidates must complete a teacher performance assessment, which includes the submission of video recordings of themselves teaching in the classroom and of real artifacts (such as lesson plans, video, and student work samples). Recordings provide an avenue to evaluate performance and determine competency.
2. Clinical observation / Evaluation. University utilizes a secure, interactive, online, cloud-based platform to accommodate for the changing classroom environment and protect the health and safety of participants. Candidates upload recorded video submissions or participate in livestreams for feedback, scoring, and critiquing of video assignments, and Clinical Supervisors leave time-stamped feedback.
3. Guidelines. The following guidelines are provided to Candidates. District understands that Candidates are not employees or agents of University and that any further precautions regarding the privacy of District students should be agreed directly between the District and Candidates.

Teacher Candidate Guidelines for Video Recordings

- Secure appropriate permission from the parents/guardians of your students and from adults who appear in the video recording.
- To protect confidentiality, remove your name and use pseudonyms or general references (e.g., "the district") for your state, school, district, and Mentor Teacher. Mask or remove all names on any typed or written material (e.g., commentaries, lesson plans, student work samples) that could identify individuals or educator preparation programs. During video recording, use only the first names of students.
- You must follow appropriate protocol to submit recordings to University.
- You may not display the video publicly (i.e., personal websites, YouTube, Facebook).
- You may not use any part of the recordings for any personal or professional purposes outside of performance evaluation.
- You must destroy all video recordings once the evaluation is complete.



Linn-Mar Community School District

Linn-Mar Community School District

2999 10th Street
Marion, IA 52302

Tonya Moe

tmo@linnmar.k12.ia.us
+13195337519

Reference: 20240306-125614854
Agreement created: March 19, 2024

Bound

208 5th St., Ste. 201

Ames, IA 50010
United States

Prepared by: Aaron Stecker

Bound Director
aaron.stecker@gobound.com
+13198996078

PLAN	PRICE
Let's Go Bound - Iowa	\$0.00 / year for 1 year
SUMMARY	
Annual subtotal	\$0.00

Total	\$0.00
--------------	---------------

Agreement Details

Let's Go Bound - Iowa

Management Tools

- Event Management
- Facility Management
- Worker Management
- Game & Official Contracts
- Gate Management (Tickets and Passes)
- Live Links
- Transportation
- Fan Website and App
- Activity Registration
- Team Communication
- Fan Notifications
- Social Media Integration
- Game Programs & Reports
- Score and State Entry

Service

- Assigned Bound Director
- Bound Data Team To Assist
- Iowa Schools Joint Investment Trust Money Transfer (ISJIT)

How to Qualify for Let's Go Bound Iowa

- Use Bound tickets \$0.90 fee per ticket
- Must track all attendance in Bound for all ticketed events and maintain 80% online or gate transactions.
- Cash tickets cannot cost less than online/at gate Bound Ticket
- School sponsorship assets are included to those that meet requirements
- Launch Training and onboarding included

[Ticketing Pricing Detail](#)

Purchase terms

Plan duration: Agreement Signature date - 6/30/2025

- Must track all attendance in Bound for all ticketed events and maintain 80% online or gate transactions to be qualified for the Cashless option. If your school becomes unqualified Bound has the right to charge full price for Bound Pro based on your enrollment.
- Cash tickets cannot cost less than online/at gate Bound Ticket

[Student Data Privacy Policy](#)

[Refund Policy](#)

[Terms and Conditions](#)

Signature _____ Barry Buchholz, Board President / Date: _____

Before you sign this agreement, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

Tonya Moe

tmoe@linnmar.k12.ia.us

[sig|req|signer1]

Aaron Stecker

aaron.stecker@gobound.com

[sig|req|signer2]



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 Fifth day of February in the year Two Thousand Twenty-Four
(*In words, indicate day, month and year.*)

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

Linn-Mar Community School District
2999 North Tenth Street
Marion, IA 52302

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

McComas-Lacina Construction
1310 Highland Court
Iowa City, IA 52240

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

Linn-Mar Performance Center
3111 Tenth Street
Marion, IA 52302

OPN Project Number: 22216000

Single prime contract (civil, general, mechanical, and electrical combined) for a new performance center.

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

OPN Architects, Inc.
200 Fifth Avenue SE, Suite 201
Cedar Rapids, IA 52401

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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

Init.

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User Notes:

(1667714881)

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.)

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.)

Init.

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

By the following date: September 1, 2025

§ 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 Twenty-Five Million, Five Hundred Seven Thousand Dollars and Zero Cents (\$ 25,507,000.00), 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
Alternate 1: Add Painting of EIFS	\$ 45,000.00
Alternate 2: Deduct Polished Plaster Finish	(\$ 169,000.00)
Alternate 3: Deduct Acoustic Baffle Ceiling	(\$ 31,000.00)

§ 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
None		

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

Item	Price
None	

§ 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)
Unit Price 1: Overexcavation to Ensure a Minimum of One Foot of Newly Compacted Structural Fill is Placed to Proposed Subgrade Elevations	Cubic Yard	\$ 30.00/Cubic Yard
Unit Price 2: Subgrade Stabilization with Crushed Rock	Cubic Yard	\$ 40.00/Cubic Yard

§ 4.5 Liquidated damages, if any:

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

§ 4.6 Other:

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

Not Applicable

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 two weeks prior to next scheduled Linn-Mar Community School District normal Board meeting, the Owner shall make payment of the amount certified to the Contractor not later than one week after the Board meeting. 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.

Init.

§ 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.)

Not Applicable

§ 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.)

If the Contractor makes a proper request for early release of retainage funds, the Owner will release all retainage funds at the next Board meeting or within Thirty (30) days of receipt of the request, whichever is less, except it may retain from the released retainage the following:

An amount equal to 200% of the value of any Chapter 573 claims currently on file at the time of Request for Release of Retainage is approved. If the Owner withholds an amount from the retainage payment to the Contractor, the Owner will provide a reason the request is being denied to the Contractor within Thirty (30) days of receipt of the request.

§ 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.)

On any work remaining on outstanding punch list.

§ 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:

In accordance with Iowa Code 573.14 Retention of Unpaid Funds: the funds provided for in Section 573.13 shall be retained by the public corporation for a period of Thirty (30) days after the completion and final acceptance of the improvement. If at the end of the thirty-day period claims are on file are provided the public corporation shall continue to retain from the unpaid funds a sum equal to double the total amount of all claims on file. The remaining balance of unpaid funds, or if no claims are on file, the entire unpaid funds, shall be released and paid to the Contractor.

§ 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.)

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due and shall bear interest at the rate established by Section 74A.2, Code of Iowa.

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.)

Not Applicable

§ 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.)

None

§ 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)

Init.

Jon Galbraith
Chief Financial/Operating Officer
Linn-Mar Community School District
2999 North Tenth Street
Marion, IA 52302

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

Rob McComas
McComas-Lacina Construction
1310 Highland Court
Iowa City, IA 52240

§ 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 Exhibit A where the basis of payment is a Stipulated Sum, Exhibit A, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in the attached 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.)

See Specification Section 00 22 13, Article 7, Paragraph 1.A – Contractor to provide Performance Bond.

§ 8.7 Other provisions:

Not Applicable

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
- .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.)

No Exhibit E Required

- .5 Drawings
Exhibit B: Index Sheet of Drawings

Number	Title	Date
--------	-------	------

Init.

.6 Specifications
 Exhibit C: Table of Contents of Specifications Dated January 9th, 2024

Section	Title	Date	Pages
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.7 Addenda, if any:

Number	Date	Pages
Addendum 1	January 12, 2024	1 page Addendum Narrative 2 pages Specification Sections
Addendum 2	January 19, 2024	1 page Drawing Sheets 2 pages Addendum Narrative 28 pages Specification Sections 12 pages Drawing Sheets 3 pages Pre-Bid Conference Documents
Addendum 3	January 24, 2024	6 pages Addendum Narrative 135 pages Specification Sections 34 pages Drawing Sheets
Addendum 4	January 25, 2024	1 page Addendum Narrative 40 pages Specification Sections
Addendum 5	January 26, 2024	1 page Addendum Narrative 2 pages Specification Sections

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
00 73 00	Supplementary Conditions	January 12, 2024	00 73 00-1 to 00 73 00-37

.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.)

Not Applicable

Init.

User Notes:

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

OWNER (Signature)

Barry Buchholz Board President

(Printed name and title)



CONTRACTOR (Signature)

Rob McComas, Principal

(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 09:59:14 ET on 02/21/2024.

PAGE 1

AGREEMENT made as of the Fifth day of February in the year Two Thousand Twenty-Four

...

Linn-Mar Community School District
2999 North Tenth Street
Marion, IA 52302

...

McComas-Lacina Construction
1310 Highland Court
Iowa City, IA 52240

...

Linn-Mar Performance Center
3111 Tenth Street
Marion, IA 52302

OPN Project Number: 22216000

Single prime contract (civil, general, mechanical, and electrical combined) for a new performance center.

...

OPN Architects, Inc.
200 Fifth Avenue SE, Suite 201
Cedar Rapids, IA 52401

PAGE 2

[] The date of this Agreement.

PAGE 3

[] By the following date: September 1, 2025

...

§ 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 ~~(\$—)~~, Twenty-Five Million, Five Hundred Seven Thousand Dollars and Zero Cents (\$ 25,507,000.00), subject to additions and deductions as provided in the Contract Documents.

...

<u>Alternate 1: Add Painting of EIFS</u>	<u>\$ 45,000.00</u>
<u>Alternate 2: Deduct Polished Plaster Finish</u>	<u>(\$ 169,000.00)</u>
<u>Alternate 3: Deduct Acoustic Baffle Ceiling</u>	<u>(\$ 31,000.00)</u>

...

None

...

None

...

<u>Unit Price 1: Overexcavation to Ensure a Minimum of One Foot of Newly Compacted Structural Fill is Placed to Proposed Subgrade Elevations</u>	<u>Cubic Yard</u>	<u>\$ 30.00/Cubic Yard</u>
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<u>Unit Price 2: Subgrade Stabilization with Crushed Rock</u>	<u>Cubic Yard</u>	<u>\$ 40.00/Cubic Yard</u>
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PAGE 4

Not Applicable

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than ~~the day of a month, the two weeks prior to next scheduled Linn-Mar Community School District normal Board meeting~~, the Owner shall make payment of the amount certified to the Contractor not later than ~~the day of the month, one week after the Board meeting~~. . 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.

PAGE 5

5%

...

Not Applicable

...

If the Contractor makes a proper request for early release of retainage funds, the Owner will release all retainage funds at the next Board meeting or within Thirty (30) days of receipt of the request, whichever is less, except it may retain from the released retainage the following:

An amount equal to 200% of the value of any Chapter 573 claims currently on file at the time of Request for Release of Retainage is approved. If the Owner withholds an amount from the retainage payment to the Contractor, the Owner will provide a reason the request is being denied to the Contractor within Thirty (30) days of receipt of the request.

...

On any work remaining on outstanding punch list.

...

In accordance with Iowa Code 573.14 Retention of Unpaid Funds: the funds provided for in Section 573.13 shall be retained by the public corporation for a period of Thirty (30) days after the completion and final acceptance of the improvement. If at the end of the thirty-day period claims are on file are provided the public corporation shall continue to retain from the unpaid funds a sum equal to double the total amount of all claims on file. The remaining balance of unpaid funds, or if no claims are on file, the entire unpaid funds, shall be released and paid to the Contractor.

PAGE 6

%—Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due and shall bear interest at the rate established by Section 74A.2, Code of Iowa.

...

Not Applicable

...

[X] Litigation in a court of competent jurisdiction

...

None

PAGE 7

Jon Galbraith
Chief Financial/Operating Officer
Linn-Mar Community School District
2999 North Tenth Street
Marion, IA 52302

...

Rob McComas
McComas-Lacina Construction
1310 Highland Court
Iowa City, IA 52240

...

§ 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 Exhibit A~~ 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~~ the attached Exhibit A, and elsewhere in the Contract Documents.

...

See Specification Section 00 22 13, Article 7, Paragraph 1.A – Contractor to provide Performance Bond.

...

Not Applicable

...

.2 — AIA Document A101™ 2017, Exhibit A, Insurance and Bonds

...

No Exhibit E Required

...

Exhibit B: Index Sheet of Drawings

PAGE 8

Exhibit C: Table of Contents of Specifications Dated January 9th, 2024

...

<u>Addendum 1</u>	<u>January 12, 2024</u>	<u>1 page Addendum Narrative</u> <u>2 pages Specification Sections</u> <u>1 page Drawing Sheets</u>
<u>Addendum 2</u>	<u>January 19, 2024</u>	<u>2 pages Addendum Narrative</u> <u>28 pages Specification Sections</u> <u>12 pages Drawing Sheets</u> <u>3 pages Pre-Bid Conference Documents</u>
<u>Addendum 3</u>	<u>January 24, 2024</u>	<u>6 pages Addendum Narrative</u> <u>135 pages Specification Sections</u> <u>34 pages Drawing Sheets</u>
<u>Addendum 4</u>	<u>January 25, 2024</u>	<u>1 page Addendum Narrative</u> <u>40 pages Specification Sections</u>
<u>Addendum 5</u>	<u>January 26, 2024</u>	<u>1 page Addendum Narrative</u> <u>2 pages Specification Sections</u>

...

[] Supplementary and other Conditions of the Contract:

...

<u>00 73 00</u>	<u>Supplementary Conditions</u>	<u>January 12, 2024</u>	<u>00 73 00-1 to 00 73 00-37</u>
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...

Not Applicable

PAGE 9

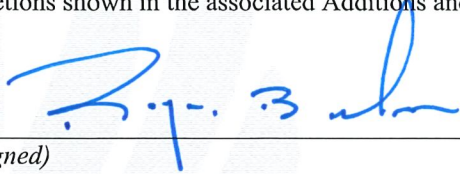
Barry Buchholz Board President

Rob McComas, Principal

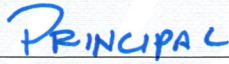
Certification of Document's Authenticity

AIA® Document D401™ – 2003

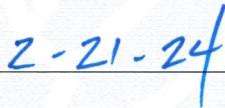
I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:59:14 ET on 02/21/2024 under Order No. 4104240405 from AIA Contract Documents software 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)



(Title)



(Dated)

SECTION 00 73 00 - SUPPLEMENTARY CONDITIONS

1. SUMMARY

- A. Document Includes:
1. Supplementary Conditions.

2. INTRODUCTION

- A. The following supplements modify AIA Document A201-2017, General Conditions of the Contract for Construction. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

Delete last sentence of Section 1.1.1 and add the following:

“The Contract Documents also include the bidding requirements (Notice to Bidders and Instructions to Bidders). Unless specifically enumerated in the Agreement, the Contract Documents do not include sample forms and the Contractor’s Bid Form. The Contract Documents executed or identified in accordance with Subparagraph 1.5.1 shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic operations involving computers.”

Modify the second sentence in Section 1.1.8 to read as follows:

“The Initial Decision Maker shall not be liable for results of interpretations or decisions rendered in good faith.”

Add Section 1.1.9 to Section 1.1:

§ 1.1.9 Terms

The terms indicated below shall be defined as having the meanings assigned to them as follows:

- .1 Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.
- .2 Furnish: To supply and deliver, unload, inspect for damage.
- .3 Install: To unpack, assemble, erect, apply, place, finish, cure, protect, clean, and make ready for use.
- .4 Provide: To furnish and install.
- .5 Substitute the word “Architect/Engineer” for “Architect” each time the latter word appears.

§ 1.2 Correlation and Intent of the Contract Documents

Add the following sentence to the end of Section 1.2.1:

“In the case of an inconsistency between Drawings and Specifications, or within either Document itself, not clarified by Addendum, the better quality or greater quantity of Work shall be provided in accordance with the Architect’s interpretation. In any case of discrepancy, the facts are to be brought to the attention of the Architect for a decision or interpretation.”

Add Section 1.2.4 to Section 1.2:

§ 1.2.4 Sections of Division 1 - General Requirements govern the execution of the Work of all sections of the specifications.

§ 1.4 Interpretation

Add Section 1.4.2 to Section 1.4

§ 1.4.2 In the event of conflicts or discrepancies among the Contract Documents not clarified by Addendum, interpretations will be based on the following priorities:

- .1 Modifications to Contract.
- .2 The Agreement.
- .3 The Supplementary Conditions.
- .4 The General Conditions of the Contract for Construction.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

Delete Section 1.5.1 and substitute the following:

§ 1.5.1 Design Documents or other Instruments of Service are Owner's exclusive property. Owner retains all common law, statutory and other reserved rights in the Design Documents or other Instruments of Service, including all copyrights in and to Design Documents and other Instruments of Service. Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim copyright in Design Documents or other Instruments of Service. Submittal or distribution to meet official regulatory requirements, or for other purposes in connection with Project are not to be construed as publication in derogation of Owner's reserved rights.

§ 1.7 Digital Data Use and Transmission

Delete Section 1.7 text and add Sections 1.7.1:

§ 1.7.1 The Architect/Engineer may, with the concurrence of the Owner, furnish to the Contractor versions of Instruments of Service in electronic form. The Contract Documents executed or identified in accordance with Subparagraph 1.5.1 shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic operations involving computers.

ARTICLE 2 OWNER

Delete Section 2.1.2.

§ 2.2 Evidence of the Owner's Financial Arrangements

Delete entire Section 2.2.

§ 2.3 Information and Services Required of the Owner

Modify Section 2.3.3 to read as follows:

"If the employment of the Architect terminates, the Owner shall employ a successor whose status under the Contract Documents shall be that of the Architect."

Add the following at end of Section 2.3.4:

"The Contractor shall compare information furnished by the Owner (including surveys and soils tests with observable physical conditions) and the Contract Documents, and on the basis of such review, shall report to the Owner and Architect/Engineer any conflicts, errors or omissions. Contractor shall be responsible for

any additional costs, delays, and damages resulting from the Contractor's failure to immediately report any such errors, inconsistencies or omissions it discovers."

Delete Section 2.3.6 and substitute the following:

§ 2.3.6 The Owner will furnish the Contractor, free of charge, as many copies of Contract Documents as can be allocated for this use from quantities returned by Bidders. Contractor may purchase additional copies at the cost of reproduction, postage, and handling.

§ 2.5 Owner's Right to Carry Out the Work

Delete Section 2.5 text and substitute the following:

"If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a seven (7) day period, or such shorter time period as may be reasonable under circumstances, after receipt of written notice from the Owner to the Contractor, to commence and continue correction of such default or neglect with diligence and promptness, the Owner may notify the Surety and request it to assume the obligations of the Contractor within seven (7) days following receipt by Contractor and Surety of written notice or the Owner may, without prejudice to any other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order or Construction Change Directive shall be issued deducting from the payments then or thereafter due the Contractor, the cost of correction of such deficiencies, including reasonable attorney's fees and compensation for the Architect/Engineer's additional services incurred as result of such default, neglect or failure. Such action by Owner, and amounts charged to the Contractor are both subject to prior concurrence with Architect/Engineer. If current or future payments thereafter due Contractor are not sufficient to cover such amounts, Contractor, or Surety, shall pay difference to Owner."

ARTICLE 3 CONTRACTOR

§ 3.1 General

Add the following at end of Section 3.1.1:

'Contractor shall at request of Owner prior to execution of Agreement and promptly from time to time as requested by the Owner, thereafter furnish Owner an update and current financial statement and/or Contractor Qualification Statement on AIA Document A305.'

Add Section 3.1.2.1 as follows:

§ 3.1.2.1 The Contractor shall supervise and direct Work in excellent and workmanlike manner, complete the work and everything properly incidental thereto as stated in the Project Manual and Drawings or reasonably implied therefrom and otherwise in accordance with Contract Documents. In no case shall the Contractor proceed with any portion of the Work in any uncertainty.

Add the following at the end of Section 3.1.3:

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor. To the extent permitted by law, the Contractor waives any rights, claims, or causes of action against Owner as a result of activities or duties or intentional or negligent misconduct by the Architect in the Architect's administration of the Contract, or representations made by Architect/Engineer in Instruments of Service.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

Add the following at end of Section 3.2.1:

“The Contractor also represents that all Contract Documents for the Project have been examined; including those intended for work of trades not normally performed by Contractor’s own forces, and that they have become thoroughly familiar with all conditions which may pertain to or affect Work under the Contract.”

Modify Section 3.2.2 to add the words:

“including any ordering of materials’ in line two after the word “Work.”

Delete Sections 3.2.3 and 3.2.4 and substitute the following:

§ 3.2.3 Contractor shall take field measurements and verify Site conditions, and shall carefully compare such field measurements and Site conditions and other information know to Contractor with Contract Documents, before ordering any material or doing any Work at Site.

§ 3.2.4 Contractor shall make frequent inspections during progress of Work to confirm that Work previously performed by Contractor is in compliance with Contract Documents and applicable laws and regulations bearing on performance of Work and Referenced Standards and that portion of Work previously performed by Contractor or by others are in proper condition to receive subsequent Work

Add Sections 3.2.5 thru 3.2.8 to Section 3.2:

§ 3.2.5 If Contractor believes that any portion of Contract Documents do not comply with applicable laws, statutes, ordinances, building codes, and rules and regulations, or any orders by code enforcement officials or Owner or its designees acting in capacity of building code inspectors or Referenced Standards, Contractor shall promptly notify Owner and Architect/Engineer of non-compliance as provided in Section 3.2.6 and request direction before proceeding with affected Work.

§ 3.2.6 Contractor shall promptly notify Owner and Architect/Engineer in writing of any apparent errors, inconsistencies, omission, ambiguities, construction impracticalities or code violations discovered as result of Contractor’s review of Contract Documents including any differences between actual and indicated dimensions, locations and descriptions, and shall give Owner and Architect/ Engineer timely notice in writing of same and any corrections, clarifications, additional Drawings or Specifications, or other information required to define Work in greater detail or to permit proper progress of Work. Contractor shall provide similar notice with respect to any variance between its review of Site and physical data and Site conditions observed.

§ 3.2.7 If Contractor performs any Work involving an apparent error, inconsistency, ambiguity, construction impracticality, omission or code violation in Contact Documents of which Contractor is aware, or which could reasonably have been discovered by review required by Section 3.2, without promptly written notice to Owner and Architect/Engineer and request for correction, clarification or additional information, as appropriate, Contractor does so at its own risk and expense and all claims relating thereafter are specifically waived.

§ 3.2.8 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect/Engineer for evaluating and responding to the Contractor’s requests for information that are not prepared in accordance with the Contract Documents or where the requested information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, or other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.

§ 3.3 Supervision and Construction Procedures

Modify Section 3.3.1 to add the word “written” between the words “timely” and “notice” in line 7.

Add Section 3.3.4 as follows:

§ 3.3.4 The Contractor acknowledges that it is Contractor's responsibility to hire all personnel for the proper and diligent prosecution of the Work and the Contractor shall use its best efforts to maintain labor peace for the duration of the Project. In the event of a labor dispute, the Contractor shall not be entitled to any increase in the Contract Sum.

§ 3.4 Labor and Materials

Add the following at end of Section 3.4.1:

"Work required by the Contract Documents to be performed after working hours, or work the Contractor elects to perform after hours shall be completed at no additional cost to the Owner."

Add Sections 3.4.2, 3.4.2.1, 3.4.2.2 and 3.4.2.3 to Section 3.4.2:

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.2.1 After the Contract has been executed, the Architect, Owner, and Contractor shall function as a team to evaluate, review and consider substitution of products in place of those specified under the conditions set forth by the Architect.

§ 3.4.2.2 After the Contract has been executed, the Owner and Architect/ Engineer may consider requests for the substitution of products in place of those specified. The Owner and Architect/Engineer may, but are not obligated to, consider only those substitution requests that are in full compliance with the conditions set forth in the General Requirements (Division 1 of the Specifications). By making requests for substitutions, the Contractor:

- .1 represents that it has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
- .2 represents that it will provide the same warranty for the substitution as it would have provided for the product specified;
- .3 certifies that the cost data presented is complete and includes all related costs for the substituted product and for Work that must be changed as a result of the substitution, except for the Architect/ Engineer's redesign costs, and waives all claims for additional costs related to the substitution that subsequently become apparent; and
- .4 Agrees that it shall, if the substitution is approved, coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects. [; and]

§ 3.4.2.3 The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect/Engineer for reviewing the Contractor's proposed substitutions and making agreed-upon changes in the Drawings and Specifications resulting from such substitutions.

Add the following to the end of Section 3.4.3:

Persons permitted to perform Work under Contractor or any Subcontractor or Sub-Subcontractor shall meet all employment eligibility, safety training, security or drug/alcohol testing requirements required by law or by Owner. Any person not complying with all such requirements shall be immediately removed from the site.

Add Section 3.4.3.1 to Section 3.4.3:

§ 3.4.3.1 The Contractor or its Subcontractors (Company) shall not be owned, operated, or managed by a registered sex offender who has been convicted of a sex offense against a minor in accordance with Iowa Code 692A.113. In addition, the Contractor or their Subcontractors shall not permit an employee who is a

registered sex offender convicted of a sex offense against a minor to be on real property of the schools of the Owner (District) in accordance with Iowa Code 692A.113. The Contractor further acknowledge and certify by execution of the Contract that services provided under this Contract comply with Iowa Code 692A.113.

§ 3.5 Warranty

Delete Section 3.5.1 and 3.5.2 and add Sections 3.5.1 through 3.5.5:

3.5.1 Contractor shall warrant to Owner that materials and equipment furnished under Contract will be of good quality and new unless otherwise required or permitted by Contract Documents, that workmanship will be free from defects not inherent in quality required or permitted, that workmanship will comply with all applicable laws, building codes, rules and regulations, and that workmanship will conform to requirements of Contract Documents.

§ 3.5.2 Contractor's general warranty and any additional or special warranties shall not be limited by Contractor's obligations to specifically correct defective or nonconforming Work as provided in Article 12, nor shall they be limited by any other remedies provided in Contract Documents. Contractor shall also be liable for any damage to property or persons (including death) including consequential and direct damages relating to any breach of Contractor's general warranty or any additional or special warranties required by Contract Documents.

§ 3.5.3 Contractor shall furnish all special warranties required by Contract Documents to Owner no later than Substantial Completion. Owner may require additional special warranties in connection with approval of "Or-Equals" or Substitutions, Allowance items, Work that is defective or nonconforming, or acceptance of nonconforming Work pursuant to Article 12.

§ 3.5.4 In case of Work performed by Subcontractors and where warranties are required, secure warranties from said Subcontractors addressed to and in favor of Owner. Deliver copies of same to Architect/Engineer upon completion of Work. Delivery of said warranties shall not relieve Contractor from any obligations assumed under any other provision of Contract.

§ 3.5.5 All material, equipment or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4

§ 3.6 Taxes

Delete Section 3.6 text and add Sections 3.6.1 through 3.6.7 to Section 3.6:

§ 3.6.1 Iowa Use Taxes shall be paid on all supplies and materials used in, and made component parts of, the Project.

§ 3.6.2 Iowa Sales Taxes shall not be paid on qualified building materials purchased, or withdrawn from inventory, which will be incorporated into real property for the Project.

§ 3.6.3 The Owner is a designated exempt entity and will complete an online application to register this Contract with the Iowa Department of Revenue and Finance. The Owner will distribute Tax Exemption Certificates and Authorization Letters to the Contractor and all Subcontractors who have been identified at, or before filing of the Performance Bond. Refer to Iowa Department of Revenue and Finance publications available at <http://www.state.ia.us/tax/business/Contr-ExEnt-Index.html>.

§ 3.6.4 At or before the time the Performance Bond is filed, Contractor shall provide a listing to the Owner identifying all Subcontractors. Listing shall indicate company name, address, telephone number, fax number, contact name, and Employer ID # for Contractor and each Subcontractor. Contractor and Subcontractors shall make copies of the Tax Exemption Certificate and provide to each supplier providing

construction material, a copy of the Tax Exemption Certificate. This Certificate will allow the Contractor and Subcontractors to purchase qualified building materials free from sales tax for the Project. The Tax Exemption Certificate and Authorization Letter have been developed exclusively for this purpose and are applicable only for the specific Project under this Contract.

§ 3.6.5 Contractor shall be responsible for informing themselves of tax laws, requirements, regulations, and interpretations as they apply to this Project.

§ 3.6.6 The Contractor and subcontractors shall be responsible for keeping records identifying the property purchased exempt from tax and verifying that the property purchased was used in the Contract with Owner. Contractor shall maintain all records, invoices, receipts, or other accounting data regarding material purchases and shall allow, upon written request of Owner, and within reasonable time frame after receipt of such request, Owner to audit such records to verify tax savings. If audit reveals taxes paid or savings not transferred to Owner, Contractor shall be liable to Owner for those amounts and Owner may back charge Contractor for those amounts if balance of funds due and payable remains at time of such discovery.

- .1 Contractor shall require all Subcontractors of any tier to maintain all records, invoices, receipts, or other account data regarding material purchases. Contractor shall collect such records with each application for payment if receives from its Subcontractors and shall maintain such records in same manner and location as Contractor's records.
- .2 Contractor shall ensure its Subcontractors and any lower-tier Subcontractors including these obligations in their contracts and bind themselves in same manner as Contractor is bound to Owner.

§ 3.7 Permits, Fees, Notices, and Compliance with Laws

Delete Section 3.7.1 and substitute the following:

§ 3.7.1 Unless otherwise specified in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses, and inspections, including storm water permits, necessary for proper execution and completion of the Work which are legally required when bids are received or negotiations concluded. If applicable, Contractor shall file "Notice of Intent for NPDES Coverage Under General Permit", file and implement "Storm Water Pollution Prevention Plan (SWPPP)", maintain pollution prevention devices, and file "Notice of Discontinuation" upon stabilization of site for storm water run-off associated with Project. Refer to Iowa Department of Natural Resources publications regarding storm water management; available at <http://www.iowadnr.com/water/stormwater/forms.html> or call 515-281-7017 for filing requirements. Contractor shall also pay for governmental inspection fees associated with Storm Water Pollution Prevention Plan.

Delete Section 3.7.3 and substitute the following:

§ 3.7.3 If the Contractor, or any of its Subcontractors, performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

Modify Section 3.7.4 as follows:

§ 3.7.4 Add the words ", in writing," in line 11 after the word "Contractor."

§ 3.7.4 Add the following before the last line: "Failure to properly register a claim within the twenty-one (21) day period shall be grounds for denial of the claim."

Modify Section 3.7.5 by adding the underlined words so the section now reads as follows:

§ 3.7.5 If, in the course of the Work, the Contractor knowingly encounters and recognizes human remains, burial markers, archeological sites or previously un-delineated wetlands not indicated in the Contract

Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence or good faith belief of such existence of such remains or features may be made as provided in Article 15.

Add Sections 3.7.6 through 3.7.8 to Section 3.7:

§ 3.7.6 The Contractor shall be responsible for scheduling inspections related to performance of its Work, and shall ensure Work is complete and ready for inspections. Any costs associated with reinspection caused by irregularities, deficiencies or non-conforming Work will be borne by the responsible Contractor, including all architectural and engineering services related to evaluation of problems and development of any acceptable solutions.

§ 3.7.7 The Contractor shall take note and comply with all governing laws, rules, and regulations affecting the Work. This may include, but is not limited to, such laws, rules, and regulations as:

- .1 Licensing of Contractors for special requirements, eg hazardous waste removal.
- .2 Requirements for special construction permits.
- .3 Exemption from sales tax, if applicable.
- .4 Wage rates and employment requirements when required by law or by Owner.
- .5 Local labor requirements.
- .6 Non-discriminatory hiring practices.

§ 3.7.8 State of Iowa, its agencies, and its political subdivisions, including cities, school districts and public utilities are required by Iowa Code 73A.21 to require reciprocal resident bidder and resident labor force preference.

§ 3.7.8.1 "Resident Bidder" means person or entity authorized to transact business in State of Iowa and having place of business for transacting business with state at which it is conducting and has conducted business for at least three (3) years prior to date of first advertisement for public improvement. If another state or foreign country has more stringent definition of Resident Bidder, more stringent definition shall be applicable as to bidders from that state or foreign country.

§ 3.7.8.2 Resident Bidder shall be allowed preference against nonresident bidder from state or foreign country other than Iowa if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including, but not limited to, any preference to bidders, the imposition of any type of force preference, or any other form of preferential treatment to bidders or laborers from state or foreign country. Preference allowed shall be equal to preference given or required by state of foreign country in which nonresident bidder is resident.

§ 3.7.8.3 If Contractor is nonresident bidder Contractor is required to specify in Agreement between Owner and Contractor, whether any preference is in effect in nonresident bidder's state or country at time of this bid and identify source of regulations.

§ 3.9 Superintendent

Add the following to the end of the first sentence of Section 3.9.1:

“, including Work of the Contractor's subcontractors”.

Add the following to the end of Section 3.9.1:

“The approved superintendent will work in this position until completion of the Work unless the superintendent shall no longer be in the Contractor’s employ or shall be released at the request of the Architect and/or Owner.”

Delete Subparagraph 3.9.2 and substitute the following:

§ 3.9.2 The Contractor shall, within three (3) business days of the Owner’s notification of an intent to award the Contract, submit to the Owner, and Architect/Engineer, the name and qualifications of the proposed superintendent(s) for review and approval. Within fourteen (14) days of receipt of the information, the Architect shall notify the Contractor whether the Owner or Architect has reasonable objection to the proposed superintendent. When the superintendent(s) are approved, they shall not be removed without the Owner’s written approval which will not be unreasonable withheld. The responsibility of the superintendent is to supervise, schedule, coordinate, and manage field operations.

Add Subparagraph 3.9.3.1 as follows:

§ 3.9.3.1 The Superintendent or Superintendents shall be thoroughly competent with full experience in all phases of the Work to be performed under this Contract. Anyone not deemed capable of directing all trades involved in the Work shall be replaced or supplemented immediately upon request, by someone who is satisfactory. After a satisfactory superintendent has been assigned, they shall not be withdrawn without the consent of the Architect and/or Owner.

§ 3.10 Contractor’s Construction and Submittal Schedules

Delete Sections 3.10.1 and 3.10.2 and substitute the following:

§ 3.10.1 The Contractor, within fourteen (14) days of award of Contract, shall prepare and submit in its native electronic and graphic format, Owner’s and Architect/ Engineer’s approval Contractor’s baseline construction schedule for Work. Schedule shall not exceed time limits current under Contract Documents, shall be revised at appropriate intervals as required by conditions of Work and Project, shall be related to entire Project to extent required by Contract Documents, or as requested by Owner or Architect/Engineer, and shall provide for expeditious and practicable execution of Work.

Schedule at minimum shall demonstrate rate of work (ROW), availability dates, permits, submittals, working drawings, procurement, fabrication, delivery of materials, construction, and other activities necessary to complete Work.

Thereafter, Contractor shall prepared and update construction schedule on at least a monthly basis, if not more frequently at Owner’s or Architect’s request, to be submitted to Owner in graphic and native electronic format with each Application for Payment. Each update shall include narrative including:

- .1 Description of status of schedule.
- .2 Discussion of current and anticipated delays.
- .3 Discussion of progress of critical path activities.
- .4 Discussion of critical path for remainder of project.
- .5 Listing and discussion of logic changes and duration changes.

§ 3.10.2 Contractor shall prepare submittal schedule within fourteen (14) days after being awarded Contract and thereafter as necessary to maintain current submittal schedule and shall submit schedule(s) for Architect/Engineer’s approval. Architect/Engineer’s approval shall not unreasonably be delayed or withheld. Submittal schedule shall:

- .1 be coordinated with Contractor’s construction schedule, and;
- .2 allow Architect/Engineer reasonable time to review submittals.

If the Contractor fails to submit a submittal schedule or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

Add Section 3.10.4 as follows:

§ 3.10.4 The Contractor shall furnish information concerning the Work. This information will include, but not be limited to the following:

Daily: Manpower by craft.

Weekly: Two week look ahead schedule update. Delivery requirements and status of materials.

Monthly: Written report including schedule update as outlined above and cost information.

§ 3.11 Documents and Samples of Site

Delete Section 3.11 text and substitute the following:

Contractor shall maintain at site for Owner one copy of Drawings, Specifications, Addenda, Current Construction Schedule, Change Orders and other Modifications, in good order and marked currently to indicate field and similar required submittals. Contractor shall display current Construction Schedule at site for reference and reliance by Owner and Architect/Engineer. These shall be available to Architect/Engineer and shall be delivered to Architect/Engineer for submittal to Owner upon completion of Work as record of Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

Add the following at end of Section 3.12.5:

“Contractor shall provide Owner and Architect/Engineer with copies of all submittals made to regulatory agencies.”

Add the following at end of Section 3.12.7:

“Contractor shall correct at their cost, and without any adjustment in Contract time, any Work the correction of which is required due to Contractor’s failure to obtain approval of submittal required to have been obtained prior to proceeding with Work, including, but not limited to, correction of any conflicts in Work resulting from such failure.”

Modify Section 3.12.10.1 by adding the word “reasonably” before the word “rely” in line 4.

Add Section 3.12.11 to Section 3.12:

§ 3.12.11 The Architect/Engineer’s and Consultant’s review of Contractor’s submittals will be limited to examination of an initial submittal and 1 resubmittal. Architect will notify the Contractor before beginning a further review that such review will result in additional cost to the Owner which can be charged back to Contractor. The Contractor shall reimburse the Owner for amounts paid to the Architect/Engineer for evaluation of additional resubmittals.

§ 3.13 Use of Site

Add Sections 3.13.1, 3.13.2, and 3.13.3 to Section 3.13:

§ 3.13.1 Except as may be specifically provided in Contract Documents, Contractor shall provide all necessary temporary facilities, including power, water, sanitation, scaffolding, storage, and security. If Owner makes any such facilities available to Contractor, it is without representation or warranty as to their adequacy for Contractor’s use, and Contractor shall indemnify, defend, and hold Owner harmless from and against any claims arising out of Contractor’s use of such facilities.

§ 3.13.2 Contractor shall perform Work so as to cause minimum of inconvenience to and interruption of Owner’s operations Any and all interruptions of operations of Owner necessary for performance of Work

shall be noted in progress schedule and Contractor shall additionally give Owner sufficient advance notice of such interruption as to allow Owner to adjust operations accordingly. Contractor's failure to give Owner timely notice of such intentions shall place responsibility of any resulting delays or additional costs solely on Contractor.

§ 3.13.3 Contractor shall not bring or permit any subcontractor, supplier or anyone else for whom Contractor is responsible, to bring on site any asbestos, PCB's, petroleum, hazardous waste, or radioactive materials (except for proper use in performing Work).

§ 3.15 Cleaning Up

Delete Section 3.15 title above and substitute the following:

§ 3.15 Cleaning Up, Working Hours, and Noise Ordinance

Delete Sections 3.15.1 and 3.15.2 and substitute the following

§ 3.15.1 Work shall be performed in accordance with Contract Documents, Applicable Building Codes, and other applicable law governing Contractor's performance of Work. No delays resulting from compliance with applicable laws or regulations may form basis for any claim by Contractor for delay damages or additional compensation or for any extensions of Contract Time. Contractor shall not permit work outside of hours established in Contract Documents on Saturday, Sunday or State or federal holiday without written consent of Owner, given after prior written notice to Architect/Engineer and any other applicable consultants; such consent, if given, may be conditioned upon payment by Contractor of Owner's, Architect/Engineer's and any other applicable consultants' additional costs and fees, testing or regulatory agency costs incurred in monitoring such off-hours Work. Contractor shall notify Owner as soon as possible if Work must be performed outside of such times in interest of safety and protection of persons or property at Site or adjacent thereto, or in event of emergency. In no event shall Contractor permit Work to be performed at Site without presence of Contractor's superintendent and person responsible for protection of persons and property at Site and compliance with all applicable laws and regulations, if different from superintendent.

§ 3.15.2 Contractor shall comply with any applicable Noise Ordinances and any successor or substitute provisions covering regulation of noise levels. It shall be the duty of Contractor to familiarize themselves with those provisions and perform Work in compliance with those provisions.

Add Section 3.15.3 to Section 3.15:

§ 3.15.3 Contractor shall keep Site and adjacent areas free from accumulation of waste materials or rubbish caused by operations under Contract, and shall keep tools, construction equipment, machinery and surplus materials suitably stored when not in use. If Contractor fails to do so in manner reasonably satisfactory to Owner or Architect/Engineer within forty-eight (48) hours after notice or as otherwise required by Contract Documents, Owner may clean Site and back charge Contractor for all costs associated with cleaning. Contractor shall keep premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under Contract. At completion of Work, Contractor shall remove waste materials, rubbish, Contractor's tools, construction equipment, machinery and surplus materials from and about Project.

§ 3.17 Royalties, Patents and Copyrights

Insert the words "reasonably suspected or" in line six of Section 3.17 after the word "is" and before the word "discovered."

§ 3.18 Indemnification

Delete Section 3.18.1 and substitute the following:

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless Owner, Architect, Architect's consultants, its agents, representatives, and employees 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 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 claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity or contribution which would otherwise exist, as to any party or person described in Contract Documents.

Add Section 3.18.3 to Section 3.18:

§ 3.18.3 If a suit, action, arbitration or other legal proceeding is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the Owner shall be entitled to recover from the non-prevailing party all attorney fees, costs, expert witness fees, and expenses incurred by the Owner during pre-suit collection attempts, suit and post judgment or settlement collection, including those incurred on appeal.

ARTICLE 4 ARCHITECT

§ 4.1 General

Delete Section 4.1.1 and substitute the following:

The "Architect" is defined in this Contract as the Engineer or Architect lawfully licensed by the State to practice architecture or engineering or an entity, licensed by the State to lawfully practice architecture or engineering identified as such in this Contract and as is referred to throughout the Contract documents as if singular in number. The term "Engineer," "Architect/Engineer," "Engineer/Architect," "Architect's authorized representative," "Engineer's authorized representative," or "Architect/Engineer's authorized representative" shall mean "Architect" as defined in this paragraph.

§ 4.2 Administration of the Contract

Delete Section 4.2.2 and substitute the following:

§ 4.2.2

The Architect, as a representative of the Owner, shall attend all official construction meetings and visit the site while Work is in progress not less than bi-weekly, or as required or otherwise mutually agreed to by the parties in the Owner/Architect agreement, to observe and evaluate the site and the Work; to become familiar with the progress and quality of the Work; and to determine whether the Work evaluated and observed is proceeding in accordance with the Contract Documents and construction schedule and whether there are defects or deficiencies in the Work evaluated and observed.

Add Section 4.2.2.1 to Section 4.2.1:

§ 4.2.2.1 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect/Engineer for site visits made necessary by the fault of the Contractor or by defects and deficiencies of the Work.

Delete Section 4.2.3 and substitute the following:

§ 4.2.3 On the basis of on-site observations and evaluations, the Architect shall keep the Owner reasonably informed of the progress and quality of the Work and its conformance with the Contract Documents and the construction schedule. The Architect will provide the Owner with a field observation report within five (5) working days of each visit and construction update minutes as the Project progresses. The Architect shall report to the Owner (1) known deviations from the Contract Documents and from the most recent

construction schedule submitted by the Contractor and (2) defects and deficiencies observed in the Work. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

Delete Section 4.2.4 and substitute the following:

§ 4.2.4 Communications

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall include the Architect in communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any relevant direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

Section 4.2.4; Add the following subparagraphs:

"4.2.4.1 All notices, demands, requests, instructions, approvals, proposals and claims must be in writing. Any notice or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the agreement (or at such other office as the contractor may from time to time designate in writing to the Owner), or if deposited in the United States mail in a sealed, postage-paid envelope or delivered with charges prepaid to any telegraph company for transportation, in each case addressed to such office."

"4.2.4.2 All papers required to be delivered to the Owner shall, unless otherwise specified in writing to the Contractor, be delivered to the office of OPN Architects, Inc., 200 Fifth Avenue S.E., Suite 201, Cedar Rapids, Iowa 52401 and any notice to or demand upon the Owner shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said Owner at such address, or to such other representatives of the Owner may subsequently specify in writing to the Contractor for such purpose."

"4.2.4.3 Any such notice shall be deemed to have been given as of the time of actual delivery of (in the case of mailing) when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt, as the case may be."

Add Section 4.2.7.1 to Section 4.2.7:

§ 4.2.7.1 In no case will the Architect/Engineer's review period on any submittal be less than fifteen (15) days after receipt of the submittal from the Contractor.

Add Section 4.2.14.1 to Section 4.2.14:

§ 4.2.14.1 Contractor's requests for information shall be prepared and submitted in accordance with Division 1 General Requirements sections on form acceptable to Architect/Engineer. The Architect/Engineer will return without action requests for information that does not conform to requirements of the Contract Documents. In no case will Architect/Engineer's review period on any submittal be more than fifteen (15) days after receipt of the submittal from the Contractor.

ARTICLE 5 SUBCONTRACTORS

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

In the 2nd line of Section 5.2.1, after the word “Contractor”, delete the phrase “as soon as practicable after award of the Contract”, and insert the phrase “within ten (10) days after the date of the notice of award of the Contract”.

Add the following to the end of Section 5.2.1:

“A list of Subcontractors shall be submitted in duplicate on AIA Document G805, 2001 Edition. Contractor shall update this list throughout Project and keep Owner and Architect/Engineer advised of any new subcontractors employed.”

Add Section 5.2.5 to Section 5.2:

§ 5.2.5 Manufacturers and Fabricators

§ 5.2.5.1 Not later than thirty (30) days after the date of commencement of the Work, the Contractor shall furnish in writing to the Owner through the Architect/ Engineer the names of persons or entities proposed as manufacturers or fabricators for certain products, equipment and systems identified in the General Requirements (Division 1 of the Specifications) and, where applicable the name of the installing Subcontractor. The Architect/Engineer may reply within fourteen (14) days to the Contractor in writing stating:

- .1 whether the Owner or the Architect/Engineer has reasonable objection to any such proposed person or entity, or
- .2 that the Architect/Engineer requires additional time to review.

Failure of the Owner or Architect/Engineer to reply within the fourteen (14) day period shall constitute notice of no reasonable objection.

§ 5.2.5.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect/Engineer has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.5.3 If the Owner or Architect/Engineer has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect/Engineer has no reasonable objection. If the proposed but rejected manufacturer or fabricator was reasonable capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute manufacturer’s or fabricator’s Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.5.4 The Contractor shall not substitute a person or entity previously selected if the Owner or Architect/Engineer makes reasonable objection to such substitution.

§ 5.4 Contingent Assignment of Subcontracts

Delete Section 5.4.2 in its entirety.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner’s Right to Perform Construction and to Award Separate Contractors

Add the following to the end of Section 6.1.1

The Contractor shall give notification of the potential of a claim in writing to the Owner and/or Separate Contractor within forty-eight (48) hours of the occurrence or discovery of the potential of an occurrence of the delay or action that will result in making a claim.

§ 6.2.2 Delete the last sentence of Section 6.2.2 and insert the following to the end of section:

“, except as to defects not then reasonably discoverable.”

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

Add the following at end of Section 7.1.1:

“No claim for an addition to the maximum Contract sum shall be considered a valid claim unless a written change order procedure is followed as outlined in this Section. Verbal authorization for changes must be supported by written approval before being considered valid.”

Add Section 7.1.4 to Section 7.1:

§ 7.1.4 The combined overhead and profit included in the total cost to the Owner for a change in the Work, whether by Change Order or Construction Change Directive shall be based on the following schedule, except that the percentages may be adjusted to reflect differences for different trade practices if satisfactorily substantiated to Architect:

- .1 Ten percent (10%) if Work is performed by the Contractor, five percent (5%) if Work is performed by Subcontractor or Sub-subcontractor.
- .2 Five percent (5%) if Work is performed by Subcontractor or Sub-subcontractor. Subcontractor and Sub-subcontractor's total aggregate shall not exceed ten percent (10%) percent of the cost.
- .3 Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.4.
- .4 On Work deleted from the Contract, credit to the Owner shall be the Architect/Engineer approved net cost plus one-half ($\frac{1}{2}$) of the overhead and profit percentage noted above.
- .5 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner described above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$500.00 be approved without such itemization.

§ 7.2 Change Orders

Add Section 7.2.2 to Section 7.2:

§ 7.2.2 Contractor shall submit change proposals covering contemplated Change Order within ten (10) days after request of Owner, or Architect/Engineer or within ten (10) days after event giving rise to Contractor's claim for change in Contract Sum or Contract Time. No increase in Contract Sum or extension of Contract Time will be allowed Contractor for cost or time involved in making change proposals. Change proposals shall define or confirm in detail Work which is proposed to be added, deleted, or changes and shall include any adjustment which Contractor believes to be necessary in (i) Contract Sum, (ii) Contract time. Any proposed adjustment shall include detailed documentation including, but not limited to; cost, properly itemized and supported by sufficient substantiating data to permit evaluation including cost of labor, materials, supplies and equipment, rental cost of machinery and equipment, additional bond cost, plus fixed fee for profit and overhead (which includes office overhead and site-specific overhead and general conditions) of ten percent (10%) if Work is performed by Contractor, or five percent (5%) if Work is

performed by Subcontractor or Sub-subcontractor. Subcontractors and Sub-subcontractors overhead and profit in turn shall not exceed total aggregate of ten percent (10%).

Change proposals shall be binding upon Contractor and may be accepted or rejected by Owner at their discretion. Owner may, at their option, instruct Contractor to proceed with Work involved in change proposal in accordance with this section without accepting change proposal in its entirety.

Add Sections 7.2.3 and 7.2.4 to Section 7.2 as follows:

§ 7.2.3 If the Owner determines that a change proposal is appropriate, the Architect will prepare and submit a request for a Change Order or Contract Amendment providing for an appropriate adjustment in the Contract Sum or Contract Time, or both, for further action by the Owner. No such change is effective until the Owner and Architect sign the Change Order.

§ 7.2.4 The forms used to process a Change Order will include AIA Document, G701 Change Order.

§ 7.3 Construction Change Directives

Add the following at end of Section 7.3.2:

“; upon prior written approval from Owner”.

Add the words “Owner and the” in line two of Section 7.3.4 after the word “the” and before the word “Architect.”

ARTICLE 8 TIME

§ 8.1 Definitions

Add the following at end of Section 8.1.2:

“or the date of the Notice to Proceed, whichever occurs later”.

§ 8.2 Progress and Completion

Add the following at end of 1st sentence of Section 8.2.2:

“, or prior to approval of Certificates of Insurance, and Additional Insured Endorsement and Notice of Cancellation Endorsement required to be submitted to Owner under Contract”.

Add the following at end of Section 8.2.3:

“If Contractor’s Work shall fall behind schedule for reasons that are not excused under terms of Contract, Contractor shall add additional workers or shifts, and/or work overtime as necessary to maintain Construction Schedule”.

Add Section 8.2.4 through 8.2.8 to Section 8.2’.

§ 8.2.4 Contractor shall conform to most recent approved Construction Schedule. Contractor shall complete indicated Work or achieve required percentage of completion, as applicable, within any interim completion dates established in most recently approved Construction Schedule.

§ 8.2.5 Contractor shall maintain at Site, available to Owner and Architect/ Engineer for their reference during progress of Work, a copy of approved Construction Schedule and any approved revisions thereto. Contractor shall keep current records of, and mark on copy of approved Construction Schedule actual commence date, progress, and completion date of each scheduled activity, indicated on Construction Schedule.

§ 8.2.6 Contractor represents that their Bid includes all costs, overhead and profit which may be incurred throughout Contract Time and period between Substantial and Final Completion. Accordingly, Contractor shall not make any claim for delay damages based in whole or in part on premise that Contractor would have completed Work prior to expiration of Contract time but for any claimed delay.

§ 8.2.7 If Contractor's progress is not maintained in accordance with approved Construction Schedule, or the Owner determines that Contractor is not diligently proceeding with Work or has evidence reasonably indicating that Contractor will not be able to conform to most recently approved Construction Schedule, Contractor shall, promptly and at no additional cost to Owner, take all measures necessary to accelerate its progress to overcome delay and ensure that there will be no further delay in progress of Work and notify Owner.

§ 8.2.8 Owner reserves right to issue written directive to accelerate Work that may be subject to an appropriate adjustment, if any, in Contract Sum. If Owner requires an acceleration of Construction Schedule and no adjustments are made in Contract Sum, or if Contractor disagrees with any adjustment made, Contractor shall file claim as provided in Article 15 or same will be deemed to be conclusively waived.

§ 8.3 Delays and Extensions of Time

Delete the words "labor dispute" and add the words "excusable weather delays as defined in Section 15.1.5.2," between the words "fire" and "unusual" in 3rd line of section 8.3.1.

Add the following at end of Section 8.3.1:

"A time extension shall be Contractor's only remedy and compensation for all such delays other than those resulting from the acts of negligence of the Owner, the Architect/Engineer, or the Owner's separate contractors. For proven Owner Caused Delays, the Contractor may recoup the actual costs resulting from such delays, but not for any additional profit or fee."

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.2 Schedule of Values

In the 1st sentence, add the words "thirty (30) days" between the words "Architect," and "before".

§ 9.3 Applications for Payment

Delete Section 9.3.1 and substitute the following:

§ 9.3.1 At least thirty (30) days before the date established for each progress payment, Contractor shall submit to Architect/Engineer an itemized Application for Payment for operations completed in accordance with Schedule of Values. Such application shall be notarized, supported by such data substantiating Contractor's right to payment as Owner or Architect/Engineer may require, such as copies of requisitions and release of claims from Subcontractors and suppliers. Applications for Payment shall clearly reflect retainage of five percent (5%) of the total amount due to the Contractor which shall be retained by the Owner.

Once Application is approved by Architect/Engineer, Application for Payment will be submitted to Owner for its approval at its next regularly scheduled meeting. The Application must be received at the Owner's office in accordance with Owner's outlined procedures as applicable. Unless notified otherwise, the Application shall be received by Owner at least one week prior to scheduled meeting for it to be included in that meetings scheduled business.

The form of Application for Payment, duly notarized, shall be current authorized edition of AIA Document G702-1992, Application and Certification for Payment, supported by a current authorized edition of AIA Document G703-1992, Continuation Sheet.

Modify Section 9.3.1.2 by inserting the following the word "Payments" in line 1: "must be consistent with the approved Schedule of Values and".

Add Sections 9.3.1.3 through 9.3.1.5 to Section 9.3.1:

§ 9.3.1.3 Until Substantial Completion the Owner shall pay ninety-five percent (95%) of the amount due the Contractor on account of progress payments.

§ 9.3.1.4 The Owner's release of retained funds and final payment to the Contractor shall be made in accordance with Iowa Code Chapters 26 and 573 provisions.

§ 9.3.1.5 Progress Payments shall be made monthly upon application. Monthly estimates will be paid to the Contractor as the Work progresses in amounts equal to ninety-five percent (95%) of the Contract value of the Work completed during preceding calendar month, including actual cost of materials and equipment of permanent nature to be incorporated in the Work, and delivered to and stored at the job site. Such monthly payments shall in no way be construed as an act of acceptance for any part of the Work, partially or totally completed. The Contractor shall submit a final application for payment of retainage at conclusion of Project. Final payment of five percent (5%) due the Contractor will be paid not earlier than thirty-one (31) days from date of final acceptance of Work by Owner, and after receipt of satisfactory evidence that all claims pertaining to such Contract have been paid in full as approved in Contract Documents for said Work.

§ 9.5 Decisions to Withhold Certification

Add following at end of Section 9.5.1:

- .8** Service work not attended to;
- .9** Evidence of lack of careful workmanship;
- .10** Unworkmanlike or over expeditious construction;
- .11** Lack of attention to special field duties specified.

Delete Section 9.5.4 in its entirety and replace with the following:

§ 9.5.4 The Contractor shall make accessible and available to the Architect all labor, material, and equipment accounts related to the work in question, insofar as they may in any way affect a disputed amount due the Contractor from the Owner.

§ 9.6 Progress Payment

Add the words "following Board approval" between the words "payment" and "in" in 1st line of Section 9.6.1.

Add Section 9.6.1.1 to 9.6.1 as follows:

§ 9.6.1.1 Owner will, within thirty (30) days of presentation to them of Notarized Certificate for Payment, pay Contractor progress payment on basis of approved Application for Payment. Laws of State of Iowa shall be followed regarding Contractor Payment, with a five percent (5%) retainage held from each progress payment. Final payment shall be made no sooner than thirty-one (31) days following final approval and acceptance of completed Project.

Delete Paragraph 9.6.4 and substitute the following:

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven (7) days,

the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Regardless of any requests made pursuant to this section, neither the Owner nor Architect/Engineer shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.8 Modify Section 9.6.8 by deleting the word “lien” throughout and replacing it with the words “Iowa Code Chapter 573.”

Add Section 9.6.8.1 to Section 9.6 as follows:

§ 9.6.8.1 Payment to Contractor will be made by Owner from cash on hand from such sources as may be legally available.

§ 9.7 Failure of Payment

Delete last sentence of Section 9.7 and revise Paragraph 9.7 as follows:

In the first line, change “...seven days...” to “...fifteen (15) days...”.
In the second line, change “...seven days...” to “...fifteen (15) days...”.

§ 9.8 Substantial Completion

Add the following at end of Section 9.8.1:

“, subject only to completion of minor punch list items, the absence of completion of which does not interfere with Owner’s intended use of Project. The Contractor assumes the responsibility for notifying the Architect in writing when the Project is complete and ready for inspection and review by Architect. This letter to the Architect shall include the date after which the Contractor will be ready for final review and inspection. Designated portions of the Work will be reviewed separately.”

Add Section 9.8.3.1 to Section 9.8.3:

9.8.3.1 The Architect/Engineer will perform no more than two (2) inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect/Engineer for any additional inspections.

Add Sections 9.8.6 through 9.8.9 to Section 9.8:

§ 9.8.6 The Certificate of Substantial Completion and accompanying punch list must be submitted to the Owner and Contractor for execution, which, when signed, will constitute their written acceptance of responsibilities assigned to them in such Certificate. Contractor must make all corrections on the punch list prior to notifying Architect of its completion as outlined in Section 9.10. The Contractor shall reimburse Owner for any Architect/Engineer’s Additional Services and/or attorney’s fees incurred as result of Contractor’s failure to finally complete Work within sixty (60) days after date specified in Contract Documents for Project Substantial Completion, or subsequently modified by Change Order or dates established in the Certificate of Substantial Completion. Reimbursement for these additional services will be deducted by the Owner from the amounts due the Contractor and paid directly to the Architect/Engineer. For purposes of this Paragraph “incurred as result of” includes any Architectural fees charged to Owner as Additional Fees under contract due to fact that services were performed sixty (60) days (or some other amount of time specified in Architect/Engineer Agreement) after Substantial Completion. Nature of services performed (and whether they would have otherwise been performed as normal closeout services at some point under Basic Services) is not relevant to Contractor’s obligations for reimbursement under this section if contract between Owner and Architect/Engineer states that any services and related fees are defined as Additional Services solely because they were performed more than sixty (60) days (or some other amount of time specified in Owner/Architect/Engineer Agreement) after Substantial Completion.

§ 9.8.7 Upon achieving Substantial Completion, as defined by Iowa Code law, the Contractor may request release of all or part of retained funds being held on the Project. Remaining retained funds shall not become due until the Contractor submits to the Architect/Engineer:

- .1 Sworn statement that ten (10) calendar days prior to filing request for release of retained funds, a notice was given to all known subcontractors, sub-subcontractors, and suppliers that Contractor was requesting release of retained funds. The notice shall be substantially similar to the following:

“Notice of Contractor’s Request for Early Release of Retained Funds”

“You are hereby notified that [name of contractor] will be requesting an early release of funds on a public improvement Project designated as [name of project] for which you have or may have provided labor or materials. The request will be made pursuant to Iowa Code section 26.13. The request may be filed with the [name of public entity] after ten (10) calendar days from the date of this notice. The purpose of the request is to have [name of public entity] release and pay funds for all work that has been performed and charged to [name of public entity] as of the date of this notice. This notice is provided in accordance with Iowa Code section 26.13.”

- .2 Itemized list of Work left to complete, including estimated value of labor and materials.
- .3 Itemized list of Iowa Code Chapter 573 claims currently on file at time request for release of retained funds is received.
- .4 Written confirmations from governmental agencies that all permit and inspection fees, including SWPPP inspections fees have been paid by Contractor.
- .5 Operation, Maintenance, and Warranty Manuals and Record Drawings and Specifications.

§ 9.8.8 If proper documentation requested in Subparagraph 9.8.7 is received from Contractor, Owner shall make payment due Contractor at Owner’s next monthly board meeting or within thirty (30) days, whichever is less, except the Owner may retain the following to the extent authorized by law:

- .1 An amount equal to two hundred percent (200%) of the value of labor and materials yet to be provided on the Project as determined by the Owner and its authorized contract representative. For purposes of this Section, “authorized contract representative” means the Architect. Final values to be withheld shall be determined by the Architect/Engineer based on initial estimates provided by Contractor and Architect/Engineer’s on-site visits and observations.
- .2 Double the amount of any Iowa Code Chapter 573 claims currently on file.
- .3 An amount equal to one-half percent (½) of the total value of the Project for Operation, Maintenance, and Warranty Manuals and Record Drawings and Specifications not submitted ten (10) days prior to Substantial Completion inspection.

§ 9.8.9 If the Owner withholds any amounts of retained funds, the Architect/ Engineer, on behalf of the Owner, shall provide an itemization and list of reasons why amounts are being withheld within thirty (30) calendar days of receipt of request.

Add the Sections 9.8.10 through 9.8.13 as follows:

§ 9.8.10 Warranties required by the Contract Documents will commence on the Date of Substantial Completion of the Work unless otherwise provided in the Certificate of Substantial Completion or the Contract Documents.

§ 9.8.11 Upon execution of the Certificate of Substantial Completion, the Contractor will deliver custody and control of such Work to the Owner. The Owner will thereafter provide the Contractor reasonable access to such Work to permit the Contractor to fulfill the correction, completion and other responsibilities remaining under the Contract and the Certificate of Substantial Completion.

§ 9.8.12 Unless otherwise provided in the Certificate of Substantial Completion, the Contractor must

complete or correct all items included in the final Punch List within sixty (60) days, subject to the availability of special order parts and materials, after the Date of Substantial Completion.

§ 9.8.13 Closeout Documentation

Not later than ten (10) days after the date of Substantial Completion, the Contractor shall furnish to the Architect/Engineer all Closeout Documentation identified in General Requirements (Division 1 of the Specifications). Except with the consent of the Owner, the Architect/Engineer will perform Closeout Documentation review only during the sixty (60) day period following Substantial Completion. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect/Engineer for additional reviews beyond the sixty (60) day time period identified.

§ 9.8.14 At the time of Substantial Completion, in addition to removing rubbish and leaving the building "broom clean," the Contractor must replace any broken or damaged materials, remove stains, spots, marks and dirt from decorated Work, clean all fixtures, vacuum all carpets and wet mop all other floors, replace HVAC filters, clean HVAC coils, and comply with such additional requirements, if any, which may be specified in the Contract Documents.

§ 9.10 Final Completion and Final Payment

Delete Sections 9.10.1 through 9.10.5.

Add Sections 9.10.1 and 9.10.1.1 as follows:

§ 9.10.1 When Contractor has completed or corrected all items on final Punch List and considers that Work is complete and ready for final acceptance, Contractor shall give written notice to Owner and Architect/Engineer and request final inspection of Work as provided in Section 9.10.2. Contractor's notice and request for final inspection shall be accompanied by final Application for Payment and Submittals required by Section 9.10.3.

§ 9.10.1.1 The Architect/Engineer will perform no more than two (2) inspections to determine whether the Work or a designated portion thereof has attained Final Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect/Engineer for any additional inspections.

Add Sections 9.10.2 as follows:

§ 9.10.2 Upon receipt of Contractor's notice and request for final inspection, Owner and Architect/Engineer shall promptly make such inspection and, when Owner and Architect/Engineer concur that Work has been fully completed and is acceptable under Contract Documents, Architect/Engineer will issue Certificate of Final Completion to Owner. Contractor's notice and request for final inspection constitutes representation by Contractor to Owner and Architect/Engineer that the Work has been completed in full and strict accordance with terms and conditions of Contract Documents. Architect/Engineer will promptly notify Contractor if Owner and Architect/Engineer do not concur that Work is finally complete. In such case, Contractor shall bear cost of any additional services or inspection of Owner or Architect/Engineer until Work is determined to be finally complete.

Add Section 9.10.2.1 to Section 9.10.2:

§ 9.10.2.1 The Contractor shall provide Project Record Documents, Operation and Maintenance Manuals, Instruction to Owner's personnel, Final Cleaning and other closeout procedures specified elsewhere.

Add Section 9.10.3 as follows:

§ 9.10.3 Final Payment will be made no earlier than thirty-one (31) days following approval of School Board at regularly scheduled meeting, receipt of all Chapter 573 Claim Releases (equivalent of lien waivers under Iowa law for public improvement projects), Sales Tax Information, and all other required closeout

documents, and are subject to conditions of and in accordance with provisions of Iowa Code Chapter 573 and Iowa Code Chapter 26. Owner may withhold from final payment any and all amounts required to reimburse Owner for all costs, fees (including reasonable attorney's fees) incurred as result of any Chapter 573 Claims filed on Project. Neither final payment nor any remaining retained percentage will become due until Contractor submits following documents to Architect/Engineer.

- .1 Affidavit that payrolls, bills for materials and equipment, and other indebtedness with Work for which Owner or Owner's property might be responsible or encumbered (less amounts withheld by Owner), have been paid or otherwise satisfied, submitted on AIA Document G706, Affidavit of Payment of Debts and Claims (latest edition) or such other form as may be prescribed by Owner;
- .2 Release or waiver of liens and Iowa Code Chapter 573 claims on behalf of Contractor and similar release or waiver on behalf of each Subcontractor and supplier, accompanied by AIA Document G706A, Affidavit of Release of Liens (latest edition) or such other form as may be prescribed by Owner;
- .3 Certificate evidencing that Contractor's liability insurance and Performance Bond remain in effect during one-year correction period following Substantial Completion as set forth in Section 12.2.2.1 and 12.2.2.2;
- .4 Written statement that Contractor knows of no substantial reason that insurance will not be renewable to cover period required by Contract Document(s);
- .5 Consent of surety to final payment submitted on AIA Document G707 (latest edition) or other form prescribed by Owner;
- .6 Other data required by Owner establishing payment or satisfaction of obligations, such as receipts, releases and waivers of claims, security interests or encumbrances arising out of Contract, to extend and in such forms as may be prescribed by Owner;
- .7 Certified building location survey and as-built site plan in form and number required by Contract Documents
- .8 All warranties and bonds required by Contract Documents; and
- .9 Record Documents and return of Contract Documents as provided therein.

Add Section 9.11 to Article 9:

§ 9.11 ASSIGNMENT

§ 9.11.1 No assignment by the Contractor of any principal contract or any part thereof, or of the funds to be received thereunder by the Contractor, will be recognized unless such assignment has had the written approval of the Owner and the Surety has been given due notice of such assignment and has furnished written consent thereto. In addition to the usual recitals in the Assignment Contract, the following language must be set forth:

"It is agreed that the funds to be paid to the Assignee under this Assignment are subject to prior lien/Iowa Code Chapter 573 claims for services rendered on materials supplied for the performance of all work called for in said Contract, in favor of all persons, firms or corporations rendering such services supplying such materials."

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.2 Safety Precautions and Programs

Add sub-paragraph 10.1.1 as follows:

"10.1.1 Contractor shall take all necessary precautions to keep the site and work in compliance with the safety and health regulations for construction issued by the Bureau of Labor Standards of the U.S. Department of Labor as well as the Occupational Safety and Health Standards parts 1910 and 1926 as amended and as enforced by the State of Iowa."

§ 10.2 Safety of Persons and Property

Add the following text to Sub-paragraph 10.2.2:

Contractors shall also comply with the Iowa Smoke Free Air Act while on Owner Property and shall not smoke any tobacco product while on Owner property. For purposes of this subparagraph, Owner property shall include inside private Contractor or employee owned vehicles while parked on Owner property.

Add Section 10.2.4.1 to Section 10.2.4:

§ 10.2.4.1 When use or storage of explosives, or other hazardous materials, substances or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall give the Owner reasonable advance notice.

Add Section 10.2.5.1 to Section 10.2.5:

§ 10.2.5.1 Contractors required remedial action for damage and loss to property referred to in Sections 10.2.1.2 and 10.2.1.3 shall repair the damaged materials and surfaces to their original condition, or better, to the satisfaction of the Owner. All such repairs are the responsibility of the Contractor and shall be accomplished at no additional cost to the Owner.

Add Section 10.2.9 to Section 10.2:

§ 10.2.9 Contractor shall at all times, protect the excavation, trenches and/or the buildings from damage or rain water, spring water, ground water, backing up of drains, or sewers, etc. Provide all pumps, equipment, and enclosures to give this protection.

Contractor shall construct and maintain all necessary temporary drainage and do all pumping necessary to keep excavations free of water.

Contractor shall provide all shoring, bracing, and sheeting as required for safety and for the proper execution of the Work. Remove when work is completed.

At end of day's work, all new work likely to be damaged shall be covered. During cold weather protect all work from damage. If low temperatures make it impossible to continue operations safely in spite of cold weather precautions, work shall cease after notifying Architect/Engineer. All other protective measures not mentioned above which may be required shall be furnished by the particular Contractor responsible for such protection.

§ 10.3 Hazardous Materials and Substances

Modify Section 10.3.1 by deleting the word "notify" in line six and replacing it with the words "report the condition in writing to".

§ 10.4 Emergencies

Delete Section 10.4 and substitute the following:

In an emergency affecting safety of persons or property, the Contractor must take all necessary action, without the necessity for any special instruction or authorization from the Owner or Architect, to prevent threatened damage, injury or loss. The Contractor must promptly, but in all events with twenty-four (24) hours of the emergency, report such action in writing to the Owner and Architect. If the Contractor incurs additional costs on account of or is delayed by such emergency, the Contractor may request a change in the Contract Sum or Contract Time to account for such additional costs or delay in accord with Articles 7, 8 and 15. The Contractor must file any such request within ten (10) days of the emergency or it is deemed waived. Any adjustment in the Contract Sum or Contract time shall be limited to the extent that the

emergency work is not attributable to the fault or neglect of the Contractor or otherwise the responsibility of the Contractor under the Contract Documents.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

Section 11.1.1 shall be deleted and replaced with the Appendix to these Supplementary Conditions, which is at the end of this section and incorporated by reference herein.

Section 11.1.2 shall be deleted and replaced with the following:

11.1.2 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to one hundred percent (100%) of the Contract Sum.

- .1 The Contractor shall deliver the required bonds to the Owner not later than ten (10) days following the date the Agreement is entered into, or, if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.
- .2 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.
- .3 The Contractor shall require the bonding company to be registered with authority to transact business in State of Iowa.

§ 11.2 Owner's Insurance

Add the following sentence to Section 11.2.1:

Owner's "all risk" insurance will be provided by Owner with customary exclusions of certain perils.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

Add the words "upon written authorization from Owner" between the words "Architect" and "be uncovered" in 2nd line of Section 12.1.1.

Add the words "upon written authorization from Owner" between the words "any request" and "to see" in 2nd line of Section 12.1.2.

§ 12.2.1 Before Substantial Completion

Delete Section 12.2.1 and substitute the following:

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

Delete Section 12.2.2.1 and substitute the following:

§ 12.2.2.1 In addition to Contractor's obligations under Section 3.5, if, within two (2) years after date of Final Completion of Work or designated portion thereof or after date of commencement of warranties established under any other provision of Contract Documents, or by terms of an applicable special warranty required by Contract Documents, any of Work is found not to be in accordance with requirements of Contract

Documents, Contractor shall correct it promptly after receipt of written notice from Owner to do so. Owner shall give such notice promptly after discovery of condition. Before commencing correction of Work, Contractor shall submit to Owner written description of their proposed repairs. This proposal shall be approved by Design Professional before Contractor commences repair. Once Contractor has completed repair work, they shall notify Owner and Design Professional who shall promptly review corrected work. If Design Professional or Owner rejects corrected Work, Contractor shall continue with repairs until such time as Design Professional and Owner accept corrected Work. Where Contractor corrects defective Work during initial two (2) year period after Final Completion, if Owner discovers defects in corrected Work within one (1) year after repairs are made, then Contractor shall be obligated, upon written notice from Owner, to correct such defects within one (1) year from date that repairs were made.

Modify Section 12.2.2.2, line 1 from “one year” to “two (2) years.”

Modify Section 12.2.2.3, line 1 from “one year” to “two (2) years.”

Modify Section 12.2.5, line 2 from “one year” to “two (2) years.”

Add Section 12.2.6 to Section 12.2 as follows:

§ 12.2.6 If Contractor fails or refuses to correct Work in accordance with their obligations under Contract Documents after written notice from Owner, then Owner may correct Work and Contractor shall be liable for costs to correct Work, any related architectural, engineering or other consulting costs, attorney’s fees and expenses, and fines or penalties, if any. Any amounts due to Owner from Contractor under this Section may be withheld from balance of Contract Sum not yet paid.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

Delete Section 13.1 and substitute the following:

§ 13.1 Governing Laws

The Contractor shall be governed by the laws of the State of Iowa.

Add Section 13.1.1 to Section 13.1 as follows:

§ 13.1.1 Compliance with Law Provision: the Contractor agrees that it will comply with all applicable Federal, State and local laws, statutes, codes, rules, and regulations having jurisdiction over the Project. Contractor shall take all necessary precautions to keep the site and work in compliance with the safety and health regulations for construction issued by the Bureau of Labor Standards of the U.S. Department of Labor as well as the Occupational Safety and Health Standards, as amended and as enforced by the State of Iowa.

§ 13.2 Successors and Assigns

Delete Section 13.2.2.

§ 13.4 Tests and Inspections

Add the following after the 2nd sentence in Section 13.5.1:

“Contractor shall schedule all tests, inspections, or specific approvals required by law or Contract Documents so as to avoid any delay in Work.”

Delete last 2 sentences of Section 13.4.1.

Add Section 13.4.7 to Section 13.4.

§ 13.4.7 In addition to tests required by Section 13.5, Owner may at any time arrange for other tests, inspections and specific approvals to be performed by others selected by Owner, at Owner's expense. Contractor shall cooperate with Owner and provide access to Work for such tests, inspections and approvals.

§ 13.5 Interest

Delete Section 13.5 text and substitute the following:

"Payments due and unpaid under Contract Documents shall bear interest from date payment is due and shall bear interest at rate established in Iowa Code Section 74A.2 or Iowa Code Section 573.14, whichever is less."

Add Sections 13.6 through 13.11 to Article 13:

§ 13.6 Owner's Right to Occupy

Owner shall have the right to occupy, without prejudice to rights of either party, any completed or largely completed portion of structure or Work, notwithstanding the fact that time for completing entire Work, or such portion thereof, may not have expired. Such occupancy and use shall not be an acceptance of Work taken or used.

§ 13.7 Rebates

Owner shall have the right to apply for, and secure all rebates which are available when Bids are received. Contractor shall provide invoices, itemizations, and cooperation to the Owner in this regard.

§ 13.8 Conformance with Laws

The Contractor shall conform with provisions of Federal Civil Rights Act, the Code of Iowa, Chapter 216 Civil Rights Commission and rules and regulations adopted thereto by the Iowa Civil Rights Commission. The Contractor shall comply with applicable federal, state, and local laws, rules, regulations, ordinances, policies and procedures, including Owner's policies and procedures, and Iowa Smoke Free Air Act. The Contractor shall require similar clauses in all of their subcontracts for service or materials.

§ 13.9 Equal Opportunity

§ 13.9.1 The Contractor shall maintain policies of employment as follows:

§ 13.9.1.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed, religion, color, sex, national origin, ancestry, familial status, age, mental or physical disability, sexual orientation, gender identity, genetic information or any other protected class under state or federal law. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, creed, religion, color, sex or national origin, ancestry, familial status, age, mental or physical disability, sexual orientation, gender identity, genetic information or any other protected class under state or federal law. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

§ 13.9.1.2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, creed, religion, color, sex, national origin, ancestry, familial status, age, mental or physical disability, sexual orientation, gender identify, genetic information or any other protected class under state or federal law.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

Delete Section 14.1.1 and substitute the following:

§ 14.1.1 Contractor has no right to stop Work as consequence of non-payment. In event of any disagreement between Contractor and Owner involving Contractor's entitlement to payment, Contractor's only remedy is to file Claim in accordance with Article 15. Contractor shall diligently proceed with Work pending resolution of Claim.

- .1 If, however, an Application for Payment has been approved for payment by Owner, and Owner fails to make payment within sixty (60) days of approval of payment by Owner, Contractor may upon ten (10) day written notice to Owner, stop work if payment is not made by Owner within ten (10) days following notice.

Delete Sections 14.1.2 through 14.1.4 in their entirety.

§ 14.2 Termination by the Owner for Cause

Delete Sections 14.2.1 through 14.2.4 and substitute the following:

§ 14.2.1 Owner may terminate Contract for cause if Contractor:

- .1 Fails to supply adequate properly skilled workers or proper materials;
- .2 Fails to make payment to Subcontractors or Suppliers for materials or labor in accordance with respective agreements between Contractor and Subcontractors or Suppliers;
- .3 Fails to comply with any laws, ordinances, or rules, regulations or orders of public authority having jurisdiction;
- .4 Fails to perform Work in accordance with Contract Documents or otherwise breaches any provision of Contract Documents;
- .5 Anticipatorily breaches or repudiates Contract;
- .6 Fails to make satisfactory progress in prosecution of Work required by Contract; or
- .7 Endangers performance of Contract.

§ 14.2.2 Owner may terminate Contract, in whole or in part, whenever Owner determines that sufficient grounds for termination exist as provided in Section 14.2.1. Owner will provide Contractor with written notice to cure default. If default is not cured, termination for default is effective on date specified in Owner's written notice. However, if Owner determines that default contributes to curtailment of an essential service or poses an immediate threat to life, health, or property, Owner may terminate Contract immediately upon issuing oral or written notice to Contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or Contract, Contractor shall compensate Owner for additional costs that foreseeably would be incurred by Owner, whether costs are actually incurred or not, to obtain substitute performance. Termination for default is termination for convenience if termination for default is later found to be without justification.

§ 14.2.3 Upon receipt of written notice from Owner of termination, Contractor shall:

- .1 Cease operations as directed by Owner in notice and, if required by Owner and County, participate in an inspection of Work with Owner, County and Architect/Engineer to record extent of completion thereof to identify Work remaining to be completed or corrected, and to determine what temporary facilities, tools, equipment and construction machinery are to remain at Site pending completion of Work;
- .2 Complete or correct items directed by Owner, and take actions necessary, or that Owner may direct, for protection and preservation of any stored materials and equipment and completed Work;
- .3 Unless otherwise directed by Owner, remove their tools, equipment and construction machinery from Site; and

- .4 Except as directed by Owner, terminate all existing subcontracts and purchase orders and enter into no further subcontracts or purchase orders.

§ 14.2.4 Following written notice from Owner of termination, Owner may:

- .1 Take possession of Site and all materials and equipment thereon, and at Owner's option, such temporary facilities, tools, construction equipment and machinery thereon owned or rented by Contractor that Owner elects to utilize in completing Work;
- .2 Accept assignment of subcontracts and purchase orders, and
- .3 Complete Work by whatever reasonable method Owner may deem expedient.

Add Sections 14.2.5 through 14.2.9 to Section 14.2:

§ 14.2.5 Upon termination for cause, Contractor shall take those actions described in Section 14.2.3, and Owner may take those actions described in Section 14.2.4, subject to prior rights of Contractor's Surety, as applicable.

§ 14.2.6 When Owner terminates Contract for cause, Contractor is not entitled to received further payment until Work is completed and costs of completion have been established.

§ 14.2.7 If unpaid balance of Contract Sum less amounts which Owner is entitled to offset from unpaid Contract balance, including actual or Liquidated Damages, compensation for Architect/Engineer's services and expenses made necessary thereby, and other damages and expenses incurred by Owner, including reasonable attorney's fees, exceeds cost of completing Work, including compensation for Owner's and Architect/Engineer's services made necessary thereby, such excess will be paid to Contractor or Surety, as directed by Surety. If such costs exceed unpaid Contractor balance, Contractor shall pay difference to Owner upon written demand. This obligation for payment shall survive termination of Contract.

§ 14.2.8 In completing Work following termination for cause, Owner is not required to solicit competitive bids or to award completion work to lowest bidder, but may obtain such completion work and related services on basis of sole source procurement and negotiated compensation.

§ 14.2.9 If Contractor files for protection, or petition is filed against it, under Bankruptcy laws, and Contractor wishes to affirm Contract, Contractor shall immediately file with Bankruptcy Court motion to affirm Contract and shall provide satisfactory evidence to Owner and to Court of their ability to cure all present defaults and their ability to timely and successfully complete Work. If Contractor does not make such an immediate filing, Contractor accepts that Owner shall petition Bankruptcy Court to lift Automatic Stay and permit Owner to terminate Contract.

§ 14.4 Termination by the Owner for Convenience

Delete Sections 14.4.1 through 14.4.3 and substitute the following:

§ 14.4.1 Owner may, at any time, terminate the Contract or any portion thereof or Work for Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from Owner of termination, Contractor shall:

- .1 Cease operations as directed by Owner in notice and, if required by Owner, participate in inspection of Work with Owner and Architect/Engineer to record extend of completion thereof, to identify Work remaining to be completed or corrected, and to determine what temporary facilities, tools, equipment and construction machinery are to remain at Site pending completion of Work;
- .2 Complete or correct items directed by Owner, and take actions necessary, or that Owner may direct, for protection and preservation of stored materials and equipment and completed Work.
- .3 Unless otherwise directed by Owner, remove their tools, equipment and construction machinery from Site, and

- .4 Except as directed by Owner, terminate all existing subcontracts and purchase orders related to Work and enter into no further subcontracts of purchase orders thereof.

§ 14.4.3 Following written notice from Owner of termination, the Owner may:

- .1 Take possession of Site and of all materials and equipment thereon, at Owner's option, such temporary facilities, tools, construction equipment and machinery thereon owned or rented by Contractor that Owner elects to utilize in completing Work;
- .2 Accept assignment of subcontracts and purchase orders; and
- .3 Complete Work by whatever reasonable method Owner may deem expedient.

Add Section 14.4.4 and 14.4.5 to Section 14.4:

§ 14.4.4 In case of termination for Owner's convenience, Contractor will be entitled to compensation only for following items:

- .1 Payment for acceptable Work performed up to date of termination;
- .2 Costs of preservation and protection of Work if requested to do so by Owner;
- .3 Cost of terminating following contracts including:
 - a. Purchased materials but only if not returnable and provided to Owner, or restocking or return charge, if any, if returnable at Owner's written election;
 - b. Equipment rental contracts if not terminable at no cost but not to exceed an amount equal to thirty (30) day rental;
 - c. Documented transportation costs associated with removing Contractor-owned equipment;
 - d. Documents demobilization and close-out costs; and
 - e. Overhead and profit on foregoing not to exceed ten (10) percent.
- .4 Contractor will not be compensated for cost of terminating subcontracts, which shall be terminable at no cost to Owner if Contract is terminated.
- .5 Contractor will not be compensated for cost of any idled employees unless employee is underwritten employment contract entitling employee to continued employment after termination of Contract and employee cannot be assigned to other Work provided that in all events Contractor's costs shall be limited to thirty (30) days of employment costs from date of notice of termination. Contractor shall not be entitled to any other costs or compensation (including lost or expected profit, uncompensated overhead or related expenses, or cost of preparing and documenting their compensable expenses under this Section 14.4.4 as consequence of Owner's termination of Contract for convenience). Contractor conclusively and irrevocably waives their right to any other compensation or damages (compensation or Punitive) arising from termination of Contract. If Owner and Contractor are unable to agree upon amounts specified in this Section, Contractor may submit Claim as provided in Article 15. Claim must be limited to resolution of amounts specified in Section 14.4.4.1, 14.4.4.2, 14.4.4.3, and 14.4.4.4 of Section 14.4.4. No other cost, damages or expenses may be claimed or paid to Contractor or considered as part of Claim, same being hereby conclusively and irrevocably waived by Contractor. Any such Claim shall be delivered to Owner within thirty (30) days of termination of Contract and shall contain written statement setting forth specific reasons and supporting calculations and documentation as to amounts Contractor claims to be entitled to under this Section as result of termination of Contract.

§ 14.4.5 Contractor's obligations surviving final payment under Contract, including without limitation those with respect to insurance, indemnification, and correction of Work that has been completed at time of termination, remains effective notwithstanding termination for convenience of Owner.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1.1 Definition

Delete Section 15.1.1 text and substitute the following:

“A Claim is a written demand or assertion by Contractor seeking, as matter of right, payment of money, a change in the Contract Time, or other relief with respect to terms of Contract. Responsibility to substantiate Claims shall rest with Contractor. Nothing contained in this section is intended to apply to or in any way limit Owner’s right to make claims related to or arising out of Contract.”

§ 15.1.2 Time Limits on Claims

Delete the words “Substantial Completion” in line 4 of Section 15.1.2 and replace it with “Final Acceptance.”

Delete the last sentence of Section 15.1.2

§ 15.1.3 Notice of Claims

Delete Section 15.1.3.1 and substitute the following:

§ 15.1.3.1 Claims by Contractor shall be initiated by written notice to Owner and to Initial Decision Maker with copy sent to Architect/Engineer, if Architect/Engineer is not serving as Initial Decision Maker. Claims by Contractor shall be initiated within ten (10) days after occurrence of event giving rise to such Claim or within ten (10) days after Contractor first recognizes condition giving rise to Claim, whichever is later. As condition of making claim for additional costs, Contractor shall maintain and produce accurate records to substantiate all additional costs actually incurred. If Claim for actual cost is approved, Owner shall pay Contractor actual costs incurred plus either (a) ten percent (10%) for overhead and profit for work performed by Contractor, or (b) five percent (5%) overhead and profit for work performed by subcontractor, as applicable.’

§ 15.1.4 Continuing Contract Performance

Delete Section 15.1.4.1 and substitute the following:

§ 15.1.4.1 Pending final resolution of Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, Contractor shall proceed diligently with performance of Contract and Owner shall continue to make payments as may be required in accordance with Contract Documents.

§ 15.1.6 Claims for Additional Time

Delete Section 15.1.6.2 and substitute the following:

§ 15.1.6.2 If adverse weather conditions are the basis of a Claim for additional time, the Claim shall be documented by data substantiating that the weather conditions upon which the Claim is based (1) were abnormal when compared to the previous 5-year period, during the same time frame and at the location of the Work, (2) could not have been reasonably anticipated, and (3) had an adverse effect on the date of substantial completion of the Work.

Add Sections 15.1.6.3 and 15.1.6.4 to Section 15.1.6:

§ 15.1.6.3 Claims for increase in the Contract Time shall set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work and the number of days’ increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim.

§ 15.1.6.4 The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the number of causes of delay which may have concurrent or interrelated effects on the progress of the Work, or for concurrent delays due to the fault of the Contractor.

§ 15.1.7 Waiver of Claims for Consequential Damages

Delete Section 15.1.7.

§ 15.2 Initial Decision

Modify the first sentence of Section 15.2.1 to read as follows:

“Claims, excluding those arising under Sections 10.3, 10.4 and 11.5 shall be referred to the Initial Decision Maker for initial decision.”

Delete Section 15.2.6 and substitute the following:

§ 15.2.6 The parties may file for mediation of an initial decision at any time, upon mutual agreement of the parties.

Delete Section 15.2.6.1.

Delete Section 15.2.8 and replace with the following:-

“If a Claim relates to or is the subject of an Iowa Code Chapter 573 Claim, the party asserting such Claim may proceed in accordance with Iowa Code Chapter 573 to comply with the Iowa Code Chapter 573 notice and/or filing deadlines prior to resolution of the Claim by the Architect or by mediation.”

§ 15.3 Mediation

Delete Section 15.3.1.

Delete Section 15.3.2 and substitute the following:

§ 15.3.2 The parties shall endeavor in good faith to resolve claims, disputes and other matters in question between them by mutual agreement and may, by mutual agreement and in their discretion, submit same to non-binding mediation which shall be in accordance with Iowa Code Chapter 679C, unless otherwise mutually agreed upon by the parties. Requests for mediation shall be given in writing to the other Party to this Agreement. If the Owner and Contractor are unable to mutually agree upon mediator in writing within sixty (60) days of receiving written request for mediation, either party may then institute legal or equitable proceedings. Mediation shall be voluntary only and shall not be a prerequisite to litigation or other means of dispute resolution.

Delete Section 15.3.3

Delete Section 15.4 substitute the following:

§ 15.4 Litigation

§ 15.4.1 Any legal claim brought under this Agreement shall be filed in the Iowa District Court in and for Linn County, unless otherwise mutually agreed to by the parties.

Add Article 16 as follows:

ARTICLE 16 SMOKING, RELATED ADVERTISING AND REFERENCE

§ 16.1 Smoking will not be allowed on Owner's property, which shall include inside private vehicles parked on Owner's property. In addition, employees of Contractor, Subcontractors, and materials suppliers shall not wear apparel that advertises tobacco, alcohol, or illicit drugs, nor has profane language or images on them.

Add Article 16.2 as follows:

§ 16.2 All references to provisions in Article 16 – Supplementary Conditions are hereby transferred to Section 00 73 00 – Supplementary Conditions. Any modifications stated in Section 00 73 00 shall have the same force and effect as if stated in Article 16.

END OF DOCUMENT

01562594

APPENDIX

LINN-MAR COMMUNITY SCHOOL DISTRICT

MINIMUM INSURANCE REQUIREMENTS:

COMMERCIAL GENERAL LIABILITY:

General Aggregate Limit	\$2,000,000
Products - Completed Operation Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Damage to a Premises Rented to You Limit	\$ 100,000
Medical Payments	\$ 5,000

Commercial General Liability policy shall be written on an occurrence form using ISO form CG 00 01 or equivalent form.

Policy shall include the following endorsements:

1. ISO endorsement CG 20 10 or equivalent endorsement naming the Linn-Mar Community School District, its board members, employees and agents as an additional insured.
2. ISO endorsement CG 20 32 or equivalent endorsement naming Project Engineers, Architects and Surveyors as an additional insured.
3. ISO endorsement CG 20 37 or equivalent endorsement naming the Linn-Mar Community School District, its board members, employees and agents as an additional insured for completed operations. This endorsement shall be maintained for a minimum of two years after completion and acceptance of the project by the Linn-Mar Community School District.
4. ISO Endorsement CG 20 01 or equivalent endorsement indicating additional insured status for the Linn-Mar Community School District, its board members, employees and agents is primary and non-contributory.
5. ISO endorsement CG 25 03 or equivalent endorsement, Designated Construction Project(s) General Aggregate Limit.
6. ISO endorsement CG 24 04 or equivalent endorsement, Waiver of Transfer of Rights of Recovery Against Others to Us, naming the Linn-Mar Community School District.
7. Governmental Immunities Endorsement (see attached specimen).

BUSINESS AUTOMOBILE LIABILITY:

Combined single limit of \$1,000,000

Or

Bodily Injury (per person)	\$1,000,000
Bodily Injury (per accident)	\$1,000,000
Property Damage	\$1,000,000

Business auto liability shall be written on ISO form CA 00 01 or equivalent form.

1. Policy shall include Symbol 1 (Any Auto). If no owned autos, hired and non-owned auto liability is acceptable.
2. Include ISO endorsement CA 04 44 or equivalent endorsement, Waiver of Transfer of Rights of Recovery Against Others to Us, naming the Linn-Mar Community School District.
3. Include ISO endorsement CA 99 48, Pollution Liability – Broadened Coverage for Covered Autos, or equivalent endorsement if the Contractor has vehicles that transport fuel onto Linn-Mar Community School District property.

WORKERS COMPENSATION & EMPLOYERS LIABILITY:

1. Workers Compensation – Statutory – State of Iowa
2. Employers Liability

Bodily Injury Limit Each Accident	\$500,000
Bodily Injury Disease – Policy Limit	\$500,000
Bodily Injury Disease – Limit Each Employee	\$500,000

Workers Compensation shall include the following endorsement: WC 0003 13, Waiver of Our Right to Recover from Others, in favor of the Linn Mar Community School District.

Sole Proprietors, Partners and Members must be included for coverage. Executive Officers may not be excluded from coverage.

UMBRELLA OR EXCESS LIABILITY:

Limit Each Occurrence	\$5,000,000
Aggregate Limit	\$5,000,000

Umbrella or Excess liability policy shall provide excess coverage and be at least as broad in coverage as the following required policies and endorsements: Commercial General Liability, Business Auto and Employer’s Liability.

**LINN-MAR COMMUNITY SCHOOL DISTRICT
GOVERNMENTAL IMMUNITIES ENDORSEMENT**

1. Nonwaiver of Governmental Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of Linn-Mar Community School District as an Additional Insured does not waive any of the defenses of governmental immunity available to the Linn-Mar Community School District under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Governmental Immunity. The Linn-Mar Community School District 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.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the Linn-Mar Community School District 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 Linn-Mar Community School District.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

APPENDIX _____

ACKNOWLEDGMENT AND CERTIFICATION

[Insert name of vendor/supplier/contractor/subcontractor] (ACompany@) is providing services to the LINN-MAR Community School District (ADistrict@), as a vendor, supplier, contractor or subcontractor and/or is operating or managing the operations of a vendor, supplier, or contractor. The services provided by the Company may involve the presence of Company's employees upon the real property of the schools of the District.

The Company acknowledges that the 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.

Date: _____

[insert name of contractor or subcontractor]
By: _____
Name: _____
Title: _____

Exhibit B - Plan Sheet Index

VOLUME I

00 - GENERAL DRAWINGS

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G001A	INDEX, SEALS, LOCATION MAP VOLUME 1
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G003	LIFE SAFETY AND CODE SUMMARY
G005	PHASING PLAN

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C001	SITE TOPOGRAPHIC SURVEY
CD101	SITE DEMOLITION PLAN
C100	SITE LAYOUT PLAN
C200	SITE UTILITY PLAN
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C400	SITE PAVING AND ELEVATION PLAN
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AG002	EXTERIOR WALL TYPES
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A114	FLOOR PLAN - AUDITORIUM - ALL LEVELS
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04 - DEMO FIRE PROTECTION DRAWINGS

FXD110A	FIRE SUPPRESSION DEMOLITION PLAN - MAIN LEVEL - AREA A
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05 - FIRE PROTECTION DRAWINGS

FX000	FIRE SUPPRESSION TEMPORARY PLAN - ROOF LEVEL
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G001B	INDEX, SEALS, LOCATION MAP VOLUME 2

08 - MECHANICAL DEMO DRAWINGS

HD110B	HVAC PIPING DEMOLITION PLAN - MAIN LEVEL - AREA B
HD210B	HVAC DUCTWORK DEMOLITION PLAN - MAIN LEVEL - AREA B
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10 - ELECTRICAL DEMO DRAWINGS

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E120B	ELECTRICAL LIGHTING PLAN - BALCONY LEVEL - AREA B
E120C	ELECTRICAL LIGHTING PLAN - MEZZANINE LEVEL - AREA C
E130B	ELECTRICAL LIGHTING PLAN - LIGHT TECH/CATWALK LEVEL - AREA B
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E500	ELECTRICAL SCHEMATIC RISER INFORMATION
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Document G701® – 2017

Change Order

PROJECT: (Name and address) 22210000 Linn-Mar Administration Building 3556 Winslow Road Marion, IA 52302	CONTRACT INFORMATION: Contract For: New Linn-Mar Administration Building Date: June 5, 2023	CHANGE ORDER INFORMATION: Change Order Number: 006 Date: March 8, 2024
OWNER: (Name and address) Linn-Mar Community School District 2999 North Tenth Street Marion, IA 52302	ARCHITECT: (Name and address) OPN Architects 200 5th Ave. SE, Suite 201 Cedar Rapids, IA 52401	CONTRACTOR: (Name and address) Peak Construction Group 660 Liberty Way, Unit C North Liberty, IA 52317

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

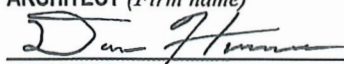
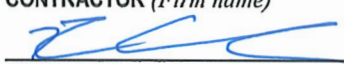
COR 013.2 - ITC 013 FFE Power and Data Revisions	\$4,309.50
COR 014.1 - ITC 015 Acoustical Partitions	\$16,715.95
Total	\$21,025.45

The original Contract Sum was	\$	11,774,000.00
The net change by previously authorized Change Orders	\$	-203,397.99
The Contract Sum prior to this Change Order was	\$	11,570,602.01
The Contract Sum will be increased by this Change Order in the amount of	\$	21,025.45
The new Contract Sum including this Change Order will be	\$	11,591,627.46

The Contract Time will be unchanged by Zero (0) days.
 The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

OPN Architects ARCHITECT (Firm name)  SIGNATURE Dan Hammes, CA PRINTED NAME AND TITLE 3/8/24 DATE	Peak Constuction Group CONTRACTOR (Firm name)  SIGNATURE Kris Chyko, President PRINTED NAME AND TITLE 03/11/2024 DATE	Linn-Mar Community School District OWNER (Firm name) SIGNATURE Barry Bucholz, Board President PRINTED NAME AND TITLE DATE
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Change Order Summary 3.8.24

New Linn-Mar Admin Building

COR Number	Title	RFI/ITC	AMOUNT	Description
13.3	Costs associated with ITC 013 - FFE power and data revisions	ITC 013	\$ 4,309.50	Power and data revisions to align with furniture, fixtures, and equipment layout.
14.1	Costs associated with ITC 015 - Acoustical Partitions	ITC 015	\$ 16,715.95	Providing acoustical partitions to deck and sound sealant.

Total: \$ 21,025.45



023-014

Project:

Linn-Mar Administration Building

Date:

2/21/2024

COR # 013 rev. 2

To:

OPN Architects

From:

Peak Construction Group

Attn:

Dan Hammes

Description:

Costs associated with ITC 013

<u>CONTRACTOR/VENDOR INFO</u>	<u>Amount</u>
Peak Material	\$0.00
Peak Equipment	\$0.00
Peak Labor	\$0.00
Hawkeye Electric	\$4,037.27

Notes:

Subtotal	\$4,037.27
Peak OHP (10%)	\$0.00
Subcontractors OHP (5%)	\$201.86
Bond	\$70.37
Total	\$4,309.50



Hawkeye Electric Change Order

Project: Linn Mar Admin

Tracking #: ITC #13

Date: 1.24.24

Description: Make Changes to the power and data rough in per ITC

General: Peak Attn: Steve/Ethan

	Material Quantity	Unit Cost	Material Total	Labor Hours
	1		\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	
	0	\$0.00	\$0.00	0.00
	1	\$0.00	\$0.00	0.00
Large Office 1003B	1	\$0.00	\$0.00	
Relocate AB-4	1	\$28.00	\$28.00	
Labor	1	\$0.00	\$0.00	2.30
Large Office 1006A	1	\$0.00	\$0.00	
Relocate AB-4	1	\$28.00	\$28.00	2.30
Move DD 3'	1	\$14.00	\$14.00	1.50
Open Office 1010	1	\$0.00	\$0.00	
Delete DD	1		\$0.00	1.00
Add Furnitue Feed	1	\$95	\$95.00	1.50
Large Office 1010B	1		\$0.00	
Relocate AB-4	1	28	\$28.00	
Labor	1		\$0.00	2.30
Large Office 1010C	1		\$0.00	
Relocate AB-4	1	28	\$28.00	
Labor	1		\$0.00	2.30
Large Office 1010D	1		\$0.00	
Relocate AB-4	1	28	\$28.00	2.30
Labor	1		\$0.00	
Large Office 1011E	1		\$0.00	
Relocate AB-4	1	28	\$28.00	
Labor	1		\$0.00	2.30
Office 1029A	1	28	\$28.00	
Relocate AB-4	1		\$0.00	
Labor	1		\$0.00	2.30
Tri City Cabling	1	1384.18	\$1,384.18	
			\$0.00	
			\$0.00	
			\$1,689.18	20.10

Material: \$1,689.18
 Tax: \$0.00
 Foreman Labor: \$2,155.84
 Journeyman Labor: \$0.00
 Apprentice Labor: \$0.00
 OH/Profit: \$192.25
 Sub-cont: \$0.00
 OH/Profit: \$0.00
Total: \$4,037.27

Hours	x Rate
25.10	\$ 85.89
0.00	\$ 80.76
0.00	\$ 72.38

Materials Labor Hrs

A signed copy of this change order must be returned to Hawkeye Electric before any work will be performed. Please return within 5 days of receipt or additional charges may apply due to job progress.

INSTRUCTION TO CONTRACTOR – ITC NO. 013R

Date: February 09, 2024
Project: Linn-Mar Administration Building
Project Number: 22210000
Client: Linn-Mar Community School District
General Contractor: Peak Construction Group

If, in your opinion, this instruction involves work that either increases or decreases the Contract Sum or Contract Time, you **shall not proceed** until you submit a Change Authorization Request and receive signed authorization to proceed. Proceeding with the Work prior to authorization indicates your acknowledgement that there will be no change in the Contract Sum or Contract Time.

The following Instruction to Contractor is issued to:

- Clarify drawings, specifications, and/or material selection.
- Request an estimate for Owner's further consideration.
- Transmit drawings or documents for incorporation into the work, subject to the above statement.

Initiated By: Owner

Description: Power and Data Revisions associated with the latest FFE plans approved by the Owner. Verification of scope of work with edits from the initial ITC 013 that went out as a request for an estimate for Owner's consideration - the changes originally included for offices 1001B and 1001C in ITC 013 have been removed from ITC 013R.

Action Required:

1. E211: ELECTRICAL POWER PLAN – Refer to Reissued Sheet.
 - i. Large Office 1003B:
 1. REVISE location of AB-4 on the plan east wall further plan north to align with updated FFE plans.
 2. REVISE the duplex receptacle on the plan west wall to be a double duplex.
 3. REVISE the double duplex receptacle on the plan south wall to be a single duplex.
 - ii. Large Office 1006A:
 1. REVISE location of AB-4 to the plan north wall to align with updated FFE plans.
 2. REVISE the duplex receptacle on the plan south wall to be a double duplex. Shift device rough-in approximately 3' plan west.
 3. REVISE the double duplex receptacle on the plan north wall to be a single duplex.
 - iii. Open Office 1010:
 1. DELETE the quantity two (2) double duplex receptacles on the plan north and plan east walls, respectively.
 2. ADD a furniture feed power connection on the plan north wall, adjacent to the door sidelight. Circuit to LD-73.
 - iv. Large Office 1010B:
 1. REVISE location of AB-4 to the plan north wall to align with updated FFE plans.
 2. REVISE the duplex receptacle on the plan south wall to be a double duplex.
 3. REVISE the double duplex receptacle on the plan west wall to be a single duplex.
 - v. Large Office 1010C:
 1. REVISE location of AB-4 to the plan north wall to align with updated FFE plans.
 2. REVISE the duplex receptacle on the plan south wall to be a double duplex.
 3. REVISE the double duplex receptacle on the plan east wall to be a single duplex.

- vi. Large Office 1010D:
 - 1. REVISE location of AB-4 to the plan north wall to align with updated FFE plans.
 - vii. Large Office 1011E:
 - 1. REVISE location of AB-4 on the plan west wall further plan north to align with updated FFE plans.
 - 2. REVISE the duplex receptacle on the plan east wall to be a double duplex.
 - 3. REVISE the double duplex receptacle on the plan north wall to be a single duplex.
 - viii. Large Office 1029A:
 - 1. REVISE location of AB-4 to the plan west wall in lieu of plan north wall.
 - 2. REVISE the duplex receptacle on the plan north wall to be a double duplex.
 - 3. REVISE the double duplex receptacle on the plan south wall to be a single duplex.
2. T111: TECHNOLOGY PLAN – Refer to Reissued Sheet.
- i. Large Office 1003B:
 - 1. REVISE location of wall activation box data on the plan east wall further plan north to align with revised activation box location.
 - 2. REVISE the two data drops shown on the plan south wall to instead be on the plan west wall adjacent to the duplex receptacle being revised to a double duplex receptacle.
 - ii. Large Office 1006A:
 - 1. REVISE location of wall activation box data to the plan north wall to align with revised activation box location.
 - 2. REVISE the two data drops shown on the plan north wall to instead be on the plan south wall adjacent to the duplex receptacle being revised to a double duplex receptacle. REVISE quantity of drops to three (3) in lieu of two (2).
 - 3. REVISE the three data drops shown on the plan west wall to quantity two (2) drops.
 - iii. Large Office 1010:
 - 1. ADD a furniture feed data connection on the plan north wall, adjacent to the door sidelight. For clarification, the quantity four data drops in Open Office 1010 shall be routed through the furniture feed in lieu of directly terminated at the wall. Refer to the updated furniture plan.
 - iv. Large Office 1010B:
 - 1. REVISE location of wall activation box data to the plan north wall to align with revised activation box location.
 - 2. REVISE the two data drops shown on the plan west wall to instead be on the plan south wall adjacent to the duplex receptacle being revised to a double duplex receptacle.
 - v. Large Office 1010C:
 - 1. REVISE location of wall activation box data to the plan north wall to align with revised activation box location.
 - 2. REVISE the two data drops shown on the plan east wall to instead be on the plan south wall adjacent to the duplex receptacle being revised to a double duplex receptacle.
 - vi. Large Office 1010D:
 - 1. REVISE location of wall activation box data to the plan north wall to align with revised activation box location.
 - 2. REVISE the three data drops shown on plan north side of the plan east wall to instead be two (2) data drops.
 - 3. REVISE the two data drops shown on the plan south side of the plan east wall to instead be quantity three (3) drops.
 - vii. Large Office 1011E:
 - 1. REVISE location of wall activation box data on the plan west wall further plan north to align with revised activation box location.
 - 2. REVISE the three data drops shown on the plan south wall to instead be two (2) data drops.
 - 3. REVISE the two data drops shown on the plan north wall to instead be quantity three (3) drops on the plan east wall adjacent to the duplex receptacle being revised to a double duplex receptacle.

- viii. Large Office 1029A:
 - 1. REVISE location of wall activation box data to the plan west wall in lieu of plan north wall to align with revised activation box location.
 - 2. REVISE the two data drops shown on the plan south wall to instead be on the plan north wall adjacent to the duplex receptacle being revised to a double duplex receptacle.

- 3. TA111: AUDIO VISUAL PLAN – Refer to Reissued Sheet.
 - i. Large Office 1003B:
 - 1. REVISE location of LED-1, MNT-W, HRX-1 wall devices on the plan east wall further plan north to align with revised activation box location.
 - 2. REVISE location of HTX-1 device to the plan west wall to be adjacent to the duplex receptacle being revised to a double duplex receptacle.
 - ii. Large Office 1006A:
 - 1. REVISE location of LED-1, MNT-W, HRX-1 wall devices to the plan north wall further to align with revised activation box location.
 - 2. REVISE location of HTX-1 device to the plan south wall to be adjacent to the duplex receptacle being revised to a double duplex receptacle.
 - iii. Large Office 1010B:
 - 1. REVISE location of LED-1, MNT-W, HRX-1 wall devices to the plan north wall to align with revised activation box location.
 - 2. REVISE location of HTX-1 device to the plan south wall to be adjacent to the duplex receptacle being revised to a double duplex receptacle.
 - iv. Large Office 1010C:
 - 1. REVISE location of LED-1, MNT-W, HRX-1 wall devices to the plan north wall to align with revised activation box location.
 - 2. REVISE location of HTX-1 device to the plan south wall to be adjacent to the duplex receptacle being revised to a double duplex receptacle.
 - v. Large Office 1010D:
 - 1. REVISE location of LED-1, MNT-W, HRX-1 wall devices to the plan north wall to align with revised activation box location.
 - 2. REVISE location of HTX-1 device to the south end of the plan east wall. Device shall be adjacent to the southern double duplex receptacle on the east wall.
 - vi. Large Office 1011E:
 - 1. REVISE location of LED-1, MNT-W, HRX-1 wall devices on the plan west wall further plan north to align with revised activation box location.
 - 2. REVISE location of HTX-1 device to the plan east wall to be adjacent to the duplex receptacle being revised to a double duplex receptacle.
 - vii. Large Office 1029A:
 - 1. REVISE location of LED-1, MNT-W, HRX-1 devices to the plan west wall in lieu of plan north wall to align with revised activation box location.
 - 2. REVISE location of HTX-1 device by shifting approximately 9' plan east to be adjacent to the duplex receptacle being revised to a double duplex receptacle.

Associated RFIs:

None

Attachments:

E211, T111, TA111

Issued By: TMK - DE

KEYED NOTES

E-1 PROVIDE 120V CONNECTION AND LOW VOLTAGE RACEWAY AND CONDUCTORS TO PLUMBING TRANSFORMERS AND PLUMBING FIXTURES. SEE DETAIL 2E530 FOR ADDITIONAL REQUIREMENTS. REVIEW SPECIFIC INTERCONNECTION REQUIREMENTS WITH THE SPECIFIC PLUMBING FIXTURE BEING PROVIDED. INSTALLATION REQUIREMENTS MAY VARY SLIGHTLY BETWEEN DIFFERENT MANUFACTURERS.

E-2 REFER TO THE SHADE CONTROL RISER DIAGRAM FOR MORE INFORMATION. COORDINATE EXACT ROUGH-IN LOCATION AND ELEVATION WITH AV CONTRACTOR.

E-3 PROVIDE AND INSTALL RAYCHEM FG1-12P HEAT TRACE FOR FREEZER CONDENSATE DRAINLINE. PROVIDE RECEPTACLE IN AN ACCESSIBLE SPACE ABOVE FREEZER. COORDINATE HEAT TRACE MOUNTING AND INSULATION REQUIREMENTS WITH MANUFACTURER'S DOCUMENTATION AND KITCHEN EQUIPMENT PROVIDER. DO NOT USE GFI RECEPTACLE FOR HEAT TAPE. NEMA RATED OUTLET FOR HEAT TAPE SHALL BE PROVIDED AND INSTALLED BY EC.

E-12 ELECTRIC WATER COOLER RECEPTACLE CONNECTED TO THE FEED-THROUGH TERMINALS OF THE ADJACENT GFI RECEPTACLE. THIS ARRANGEMENT IS TO ALLOW ACCESSIBLE TESTING OF ELECTRIC WATER COOLER GFCI PROTECTION.

KEYED NOTES

E-43 ELECTRICAL CONTRACTOR TO PROVIDE AND INSTALL ALL CONDUIT AND WIRING FOR ALARM CONTROLS, LIGHTS, DOOR HEATERS, EVAP. COIL COMPRESSORS, HEATED VENTS, DEHUMIDIFIER, DRAIN LINE HEAT TAPE PLUG, SWITCHES, AIR CURTAIN, ETC FOR WALK-IN FREEZER.

E-44 ELECTRICAL CONTRACTOR SHALL FURNISH AND INSTALL LEGRAND #RCRCD123025R20 CORD REEL WITH (1) QUAD RE. OR EQUAL. RECEPTACLE SHALL BE NEMA 5-20R DEVICE. PROVIDE ADJACENT CEILING RECEPTACLE TO POWER CORD REEL. PROVIDE 1.5" UNISTRUT TO SUPPORT CORD REEL AND CEILING RECEPTACLE.

E-45 VERIFY HYDRALIC LINE CONDUIT SIZE WITH DOCK LEVELER MANUFACTURER REQUIREMENTS PRIOR TO POURING CONDUIT IN SLAB.

E-47 CONTRACTOR SHALL COORDINATE ALL WALK-IN FREEZER WIRING, CONDUIT, AND CONNECTION REQUIREMENTS WITH EQUIPMENT PROVIDER AND MANUFACTURER'S DOCUMENTATION.

KEYED NOTES

E-20 CEILING SPACE IN LOBBY 1001 IS EXPOSED STRUCTURAL DECK. ROUTE SURFACE CONDUIT SERVING DEVICES IN THIS SPACE TIGHT TO DECK AND HELD TO STRUCTURE WHERE POSSIBLE. QUANTITY OF CONDUITS CROSSING LOBBY SPACE SHALL BE KEPT TO A MINIMUM. ALL EXPOSED BOXES, FASTENERS, AND CONDUIT SHALL BE PAINTED BLACK. PROVIDE DEVICES WITH SURFACE BOXES AND SHORT WIRING TO AN EXPOSED STRUCTURE. COORDINATE ROUTING WITH ARCHITECT PRIOR TO INSTALLING.

E-21 INSTALL CONDENSING UNIT DISCONNECT ON BUILDING FACE. ROUTE CONDUIT SERVING CONDENSING UNIT BELOW SLAB FROM POWER SOURCE AND TURN UP INTO EXTERIOR WALL TO DISCONNECT.

E-22 ELECTRICAL CONTRACTOR SHALL VERIFY DEVICE LOCATIONS AND ELEVATIONS WITH AV CONTRACTOR PRIOR TO ROUGH-IN.

E-23 ELECTRICAL CONTRACTOR SHALL INSTALL RACEWAY AND BOXES FOR ELECTRIC PARTITION DEVICE INSTALLATION. BUTTONS FURNISHED BY THE PARTITION SUPPLIER AND INSTALLED BY THE ELECTRICAL CONTRACTOR. COORDINATE WIRING REQUIREMENTS WITH PARTITION PROVIDER AND MANUFACTURER'S DOCUMENTATION.

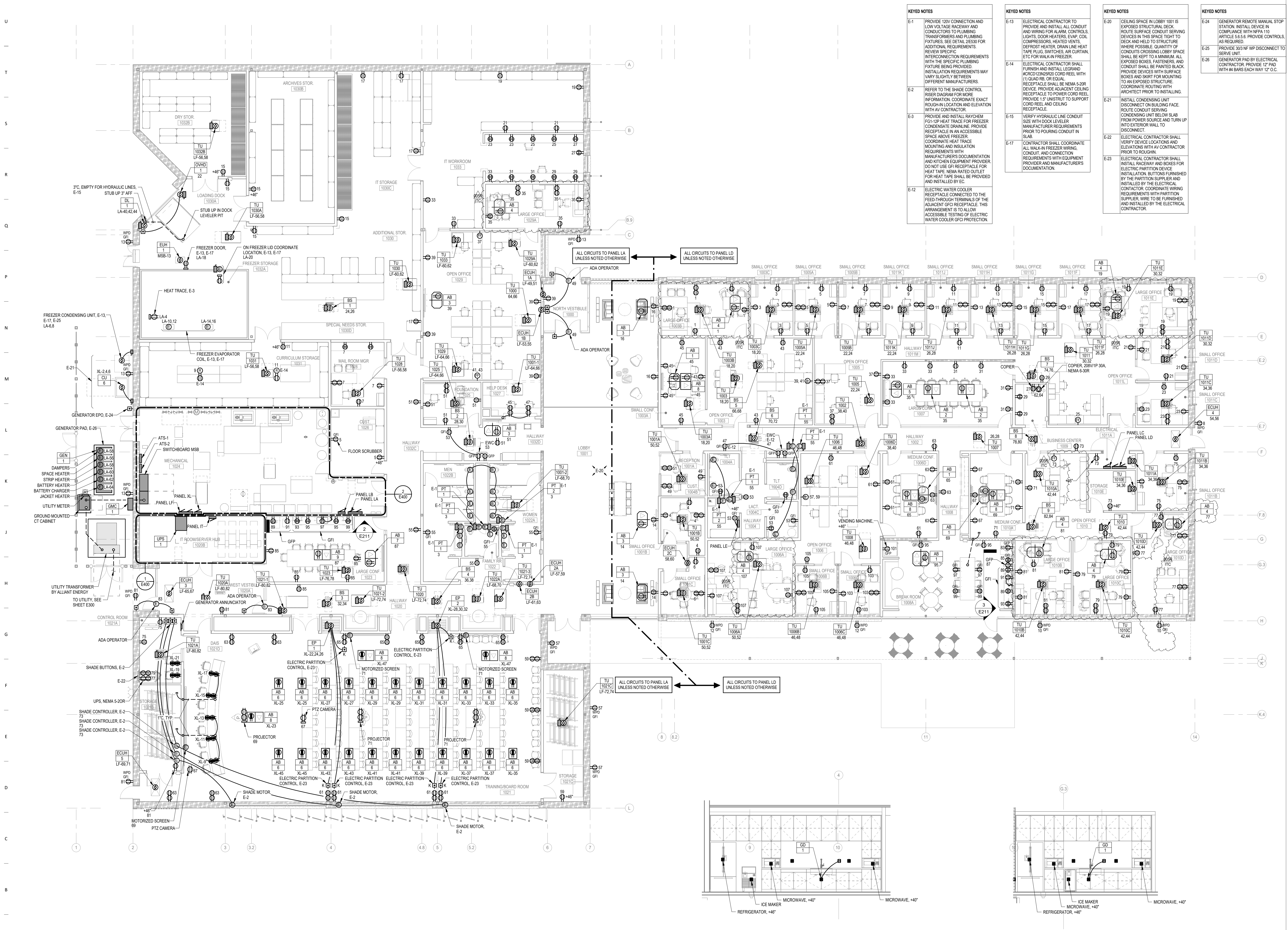
KEYED NOTES

E-24 GENERATOR REMOTE MANUAL STOP STATION. INSTALL DEVICE IN COMPLIANCE WITH NFPA 110 ARTICLE 5.6.5.6. PROVIDE CONTROLS, AS REQUIRED.

E-25 PROVIDE 303 NF WP DISCONNECT TO SERVE UNIT.

E-26 GENERATOR PAD BY ELECTRICAL CONTRACTOR. PROVIDE 12" PAD WITH #4 BARS EACH WAY 12" O.C.

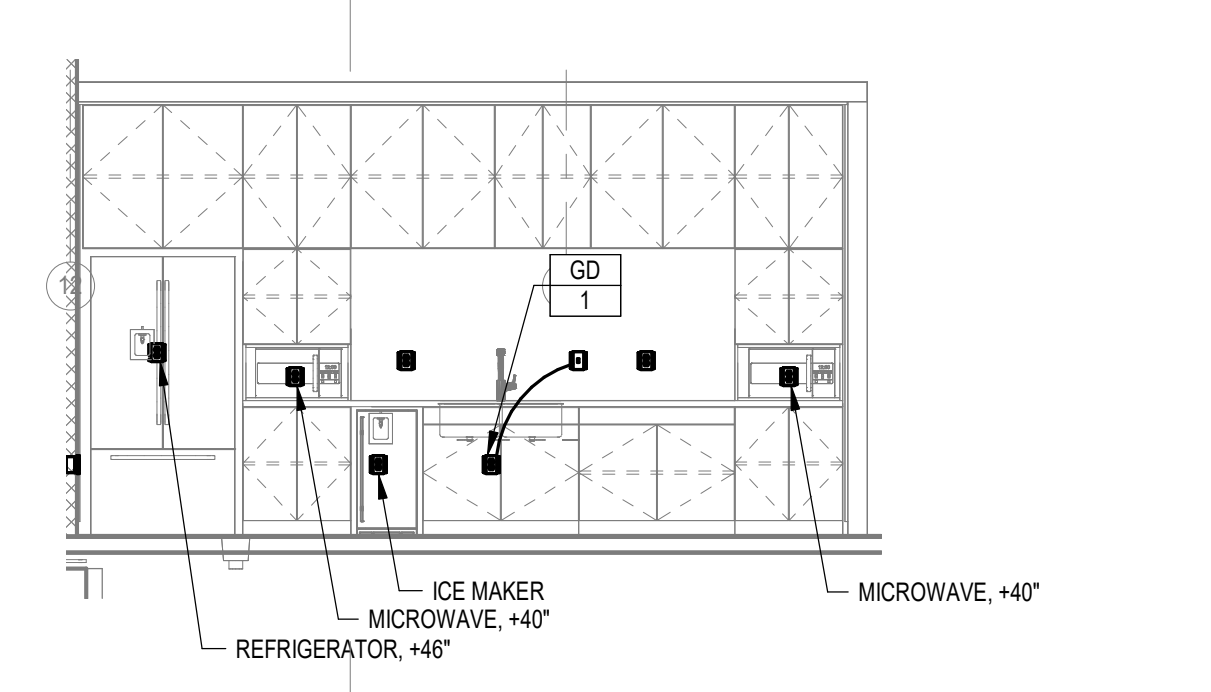
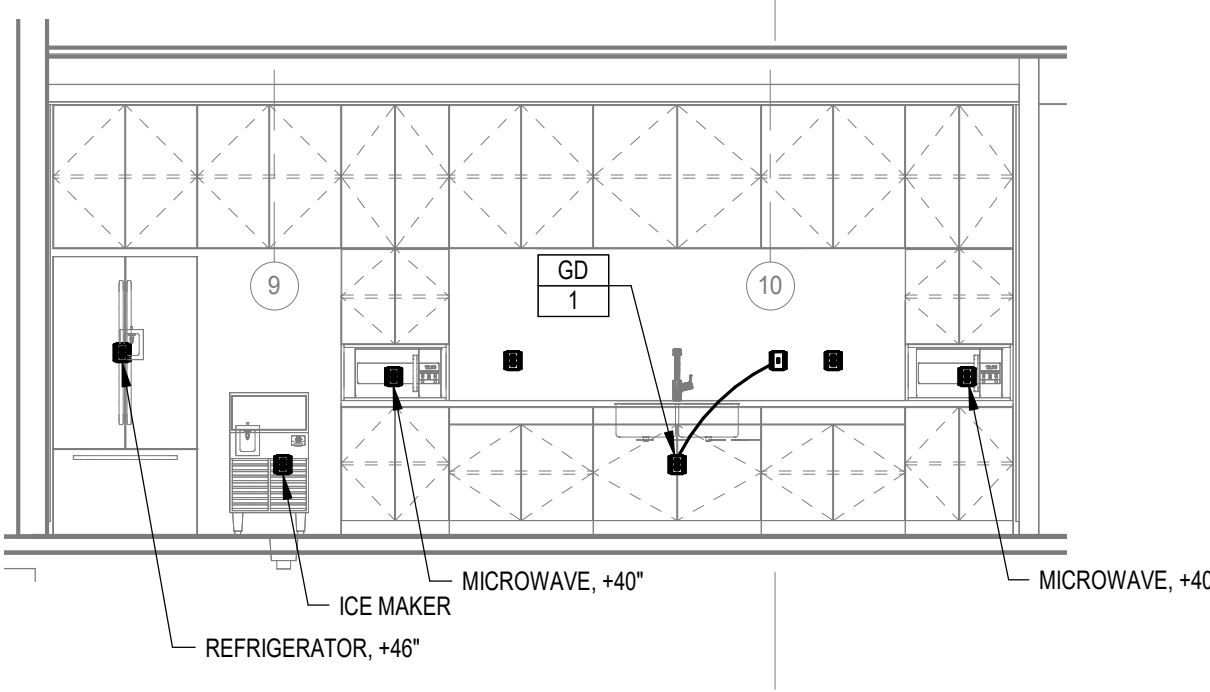
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1 ELECTRICAL POWER PLAN
1/8" = 1'-0"

2 LARGE CONFERENCE RM 1023 ELECTRICAL POWER ELEVATION
1/4" = 1'-0"

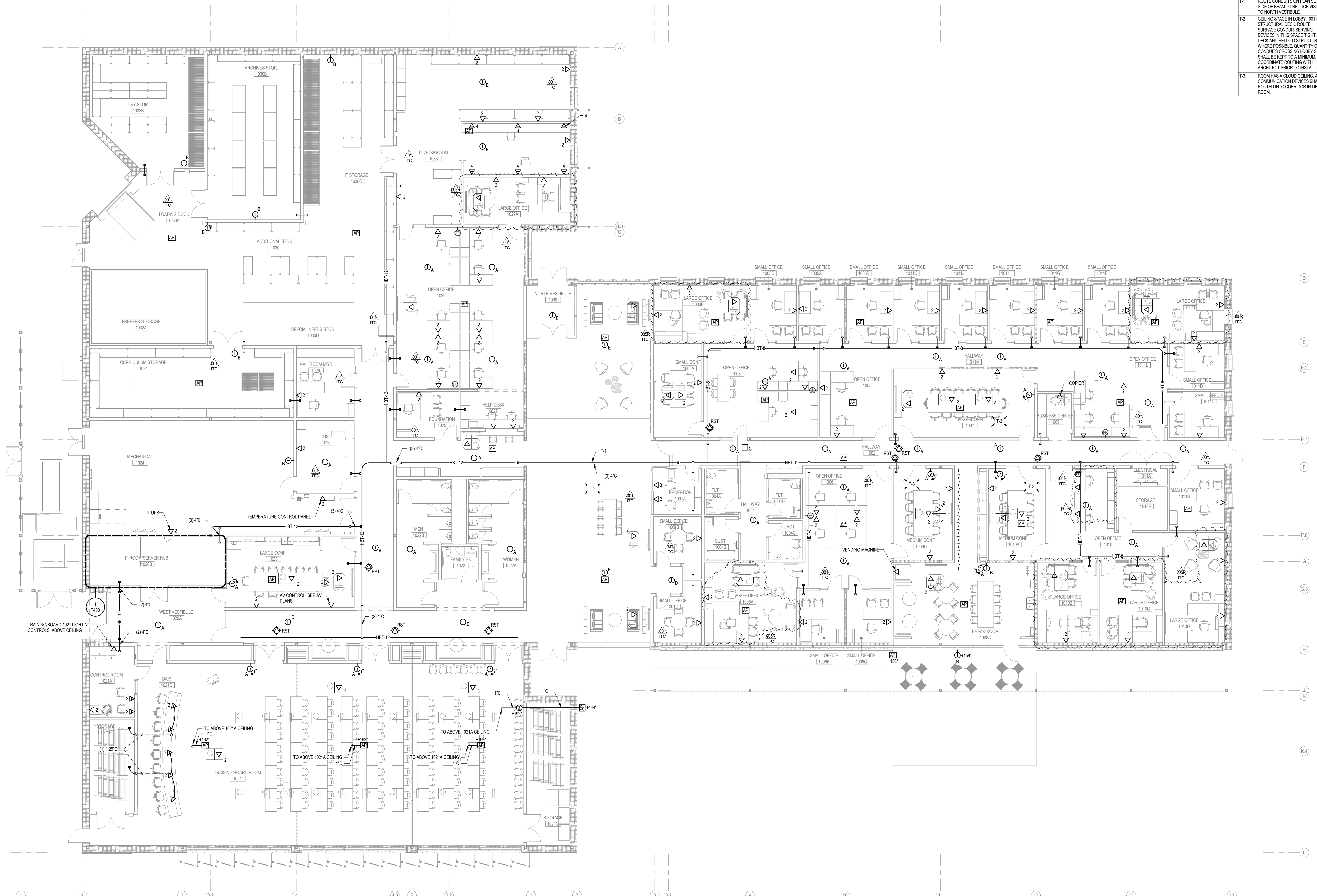
3 BREAK RM 1008A ELECTRICAL POWER ELEVATION
1/4" = 1'-0"



KEYED NOTES

T-1	ROUTE CONDUITS ON PLAN SOUTH SIDE OF BEAM TO REDUCE VISIBILITY TO NORTH VESTIBULE
T-2	CEILING SPACE IN LOBBY 1001 IS STRUCTURAL DECK. ROUTE SURFACE CONDUIT SERVING DEVICES IN THIS SPACE RIGHT TO DECK AND HELD TO STRUCTURE WHERE POSSIBLE. QUANTITY OF CONDUITS CROSSING LOBBY SPACE SHALL BE KEPT TO A MINIMUM. COORDINATE ROUTING WITH ARCHITECT PRIOR TO INSTALLING.
T-3	ROOM HAS A CLOUD CEILING. ALL COMMUNICATION DEVICES SHALL BE ROUTED INTO CORRIDOR IN LIEU OF ROOM.

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1 TECHNOLOGY PLAN
1/8" = 1'-0"

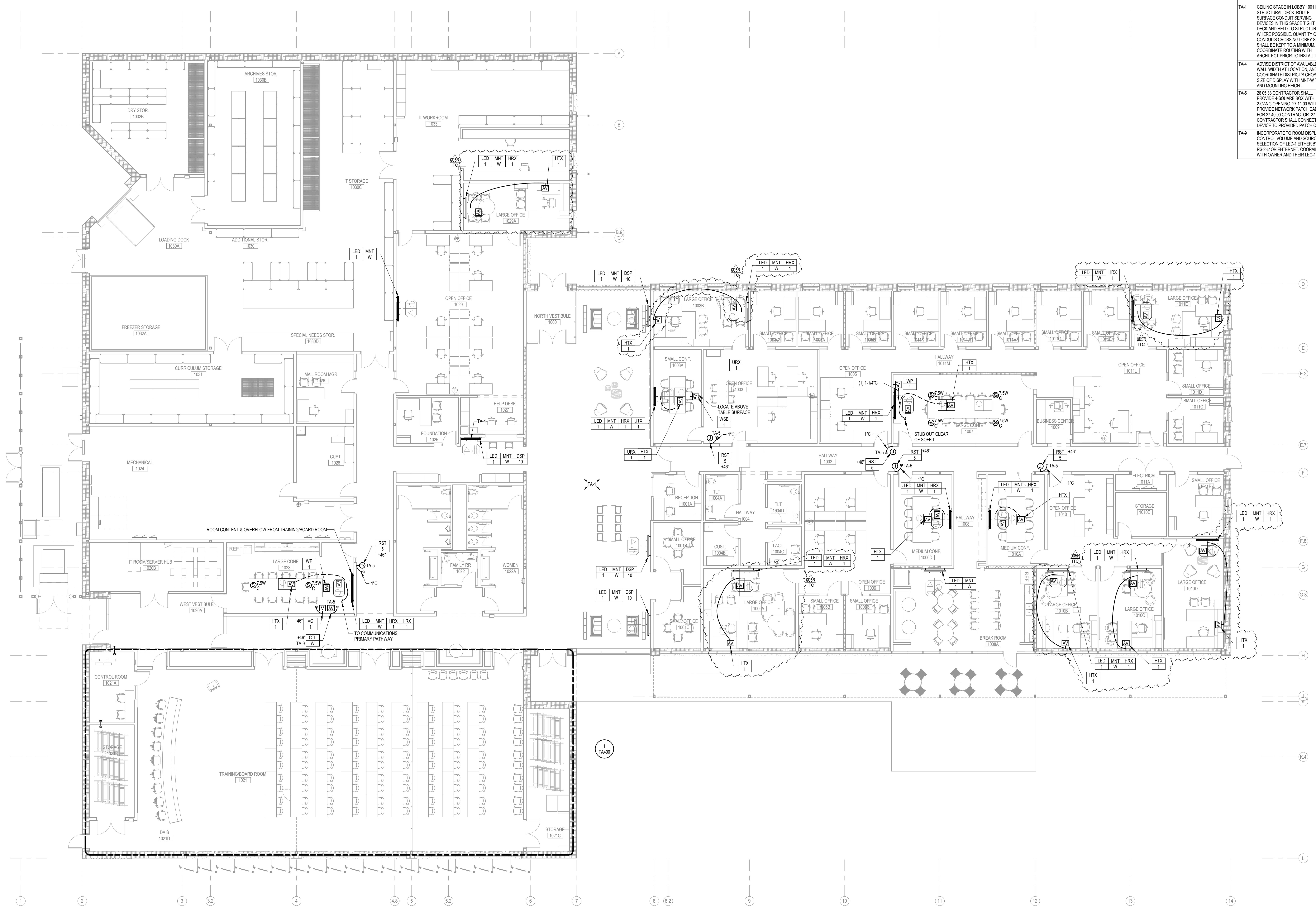
ALL CONDUIT SLEEVES ARE 2" UNO

Revision	Description	Date
ADD 1	ADDENDUM 1	04/03/2023
ITC 001	ITC 001	05/19/2023
ITC 002A	ITC 002A	06/07/2024

KEYED NOTES

TA-1	CEILING SPACE IN LOBBY 1001 IS STRUCTURAL DECK. ROUTE SURFACE CONDUIT SERVING DEVICES IN THIS SPACE TIGHT TO DECK AND HELD TO STRUCTURE WHERE POSSIBLE. QUANTITY OF CONDUITS CROSSING LOBBY SPACE SHALL BE KEPT TO A MINIMUM. COORDINATE ROUTING WITH ARCHITECT PRIOR TO INSTALLING.
TA-4	ADVISE DISTRICT OF AVAILABLE WALL WIDTH AT LOCATION, AND COORDINATE DISTRICT'S CHOSEN SIZE OF DISPLAY WITH MNT-W TYPE AND MOUNTING HEIGHT.
TA-5	20 GS 33 CONTRACTOR SHALL PROVIDE 4-SQUARE BOX WITH 2-GANG OPENING. 27" H 11" O WILL PROVIDE NETWORK PATCH CABLE FOR 27' 40" CONTRACTOR. 27' 40" CONTRACTOR SHALL CONNECT DEVICE TO PROVIDED PATCH CABLE.
TA-9	INCORPORATE TO ROOM DISPLAY TO CONTROL VOLUME AND SOURCE SELECTION OF LED-1 EITHER BY RS-232 OR ETHERNET. COORDINATE WITH OWNER AND THEIR LEC-1.

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1 AUDIO VISUAL PLAN
1/8" = 1'-0"

Revision	Description	Date
ITC 0058	ITC 0058	02/07/2024



023-014

Project:

Linn-Mar Administration Building

Date:

2/28/2024

COR # 014 rev 1

To:

OPN Architects

From:

Peak Construction Group

Attn:

Dan Hammes

Description:

Costs associated with ITC 015

<u>CONTRACTOR/VENDOR INFO</u>	<u>Amount</u>
Option #1:	
Young's Painting	\$10,400.00
Precision Drywall	\$5,260.00
Peak OHP (5%)	\$783.00
Bond	\$272.95
TOTAL	\$16,715.95

Notes:

PRICE REQUEST



To: Peak Construction

Project: Linn Mar Administration

Date: 2/28/24

Office Phone: 319-334-4786

Contact Name: Andrew Young

Contact Phone Number: 319-327-6966

Proposal:

Option #1

Pricing for ITC-015 in regards to RFI 031

Price for adding spraying of USG Acoustical sealant to seal tops of framed walls to decking.

Does not include stuffing void with insulation, Precision is said to be doing this

Labor = \$6,500 Materials = \$3,900

Total = \$10,400

Phone: (319) 363-5616
 Fax: (319) 363-6112



1011 2nd Ave. SW Suite 200
 Cedar Rapids, IA 52404

BID PROPOSAL

Option #1

Prepared For: Peak Construction Group
Contact: Steve Oyen / Ashley Roeder

Project: Linn-Mar Administration Building,
 Marion, IA
 COR #003- ITC#15 – Acoustical
 Partitions (Kinzler)

Date: 2/27/23

COR#003: Extra cost for material and labor related to ITC #015 and includes the following, see below:

- Material and Labor Breakdown Description:
 - o Mineral Wool Batting – 3" SAFB 24"x48" – installed in top of walls that run left to right, shown with batting on the RCP plan

*** Price does not include any spray. Price is to stuff flutes only ***

Kinzler Proposal: \$5,010.00

OHP- 5%: \$250.00

Materials and Labor for the Sum of: ADD- \$5,260.00
 (Five Thousand, Two Hundred and Sixty Dollars)

Notes:

- Due to the fluctuating steel prices, quote is subject to change if not accepted within 30 days.
- Topping out of gypsum board to happen before MEP installation, where applicable.
- Temperature and Humidity will need to be within the gypsum manufacturers standards before hanging and finishing of gypsum board will proceed. Building conditions is by others.

STANDARD EXCLUSIONS:

Expansion Joints Material and Labor	Framing / Structure at Caseworks	Wall Labeling / Stenciling (Painter)
Dust Partitions / Temporary Walls	Prefinished Break Metal at Stud Walls	Level 5 Finish (Unable to Locate)
Spray Foam Insulation	Caulking of any kind	Foam Board
Insulation of any kind unless stated above	Painting	Acoustical Caulking
Wood Framing / Construction	Plywood / OSB	Backing & Blocking
Demolition	Fire Caulking	Fireproofing / Firesafing
Acoustical Ceilings	Weekend / Premium Time	Bonding
Dumpsters	Fry Reglet (Other than Above)	Engineering / Shops (Other than above)
Setting and Grouting HM Frames	Permits and Fees	

We do not provide heating, weather protection, fans, dehumidifiers, electricity, water, or lights.
 We are not responsible for the clean-up of other trades. We are not responsible for damage to project by any other contractors. Owner's items in work area are sole responsibility of owner for theft or damage.
 This proposal is good for 30 days, subject to change after 30 days for labor or material price changes.

PREPARED BY: Will Clark

ACCEPTED BY: _____

TITLE: Project Manager / Estimator

TITLE: _____

DATE: 2/27/2024

DATE: _____



INSTRUCTION TO CONTRACTOR – ITC NO. 015

Date: January 29, 2024
Project: Linn-Mar Administration Building
Project Number: 22210000
Client: Linn-Mar Community School District
General Contractor: Peak Construction Group

*If, in your opinion, this instruction involves work that either increases or decreases the Contract Sum or Contract Time, you **shall not proceed** until you submit a Change Authorization Request and receive signed authorization to proceed. Proceeding with the Work prior to authorization indicates your acknowledgement that there will be no change in the Contract Sum or Contract Time.*

The following Instruction to Contractor is issued to:

- Clarify drawings, specifications, and/or material selection.
- Request an estimate for Owner's further consideration.
- Transmit drawings or documents for incorporation into the work, subject to the above statement.

INITIATED BY: Peak, OPN

DESCRIPTION: RFI 031 – Acoustical Partitions

GENERAL INFORMATION:

DRAWINGS

ARCHITECTURAL DRAWINGS

1. Sheet A701 – REFLECTED CEILING PLAN
 - a. REISSUED full sheet to reflect acoustical partitions.

Associated RFIs: RFI 31

Attachments:

- Architectural Sheets: A701

Issued By: Dan Hammes/OPN

END OF ITC NO. 015

- GENERAL NOTES**
1. CEILING-MOUNTED FIXTURES, SPRINKLERS AND EQUIPMENT SHALL BE CENTERED IN CEILING PANELS OR GYPSUM BOARD SOFFITS AND EQUALLY SPACED UNLESS NOTED OTHERWISE.
 2. CENTER CEILING GRID IN ROOMS AS SHOWN UNLESS NOTED OTHERWISE. CONCEALED SPRINKLER HEAD COVERS SHALL BE PAINTED BY MANUFACTURER TO MATCH ADJACENT SOFFIT/FACE UNLESS NOTED OTHERWISE.
 3. COORDINATE LOCATIONS OF EXIT ELEVATIONS & REFLECTED CEILING PLANS ON ARCHITECTURAL DRAWINGS. IN THE EVENT OF A DISCREPANCY, VERIFY WITH ARCHITECT PRIOR TO INSTALLATION.
 4. CEILING FIXTURE DIMENSIONS ARE TAKEN FROM CENTERLINE OF FIXTURE UNLESS NOTED OTHERWISE.
 5. REFER TO ARCHITECTURAL DRAWINGS ELEVATIONS & REFLECTED CEILING PLANS FOR ALL MECHANICAL AND ELECTRICAL DEVICE AND FIXTURE LOCATIONS & MOUNTING HEIGHTS. IF NOT CLEARLY SPECIFIED, CONTACT ARCHITECT FOR FURTHER CLARIFICATION. MECHANICAL & ELECTRICAL DRAWINGS ARE FOR FIXTURE TYPES ONLY.
 6. PAINT ALL EXPOSED STRUCTURE, DECK, DUCTWORK, CONDUIT, ETC. IN AREAS NOTED TO BE OPEN TO STRUCTURE UNLESS NOTED OTHERWISE. PAINTING OF EXPOSED STRUCTURE TO BE DONE AFTER ALL UTILITIES ARE INSTALLED.
 7. CONTRACTOR TO VERIFY CONDUIT AND PIPE ROUTING AT STRUCTURAL WOOD DECK WITH ARCHITECT. ROUT TIGHT TO STRUCTURE. PAINT PT-4 PRIOR TO INSTALLATION AND PROTECT EXPOSED WOOD DECK FROM ANY OVERSPRAY OR TOUCH UP PAINT.
 8. ALL WALLS SHOWN WITH BATT INSULATION INDICATE ACOUSTICAL PARTITIONS. SEAL ALL WALL PENETRATIONS IN ADDITION TO ACOUSTICAL PARTITION WALL TYPE REQUIREMENTS, UNO.

Client: **LINN MAR COMMUNITY SCHOOL DISTRICT**
2999 NORTH 10TH ST
MARION, IA 52302

Project: **LINN MAR ADMINISTRATION BUILDING**
3556 WINSLOW ROAD
MARION, IA 52302

Civil Engineer: **HALL & HALL ENGINEERS, INC**
1860 BOYSSON RD.
HIAWATHA, IA 52233
P. 319-362-9548

Landscape Architect: **TRAVERSE LANDSCAPE ARCHITECTS, LLC**
1120 DEPOT LANE SE, SUITE 100
CEDAR RAPIDS, IA 52401
P. 319-289-0203

Structural Engineer: **STRUCTURAL DESIGN GROUP, LLC**
350 THIRD AVE SW, SUITE 101
CEDAR RAPIDS, IA 52404
P. 319-449-1368

Mechanical Engineer: **DESIGN ENGINEERS**
8801 PRAIRIE VIEW LN. SW, SUITE 200
CEDAR RAPIDS, IA 52404
P. 319-841-1944

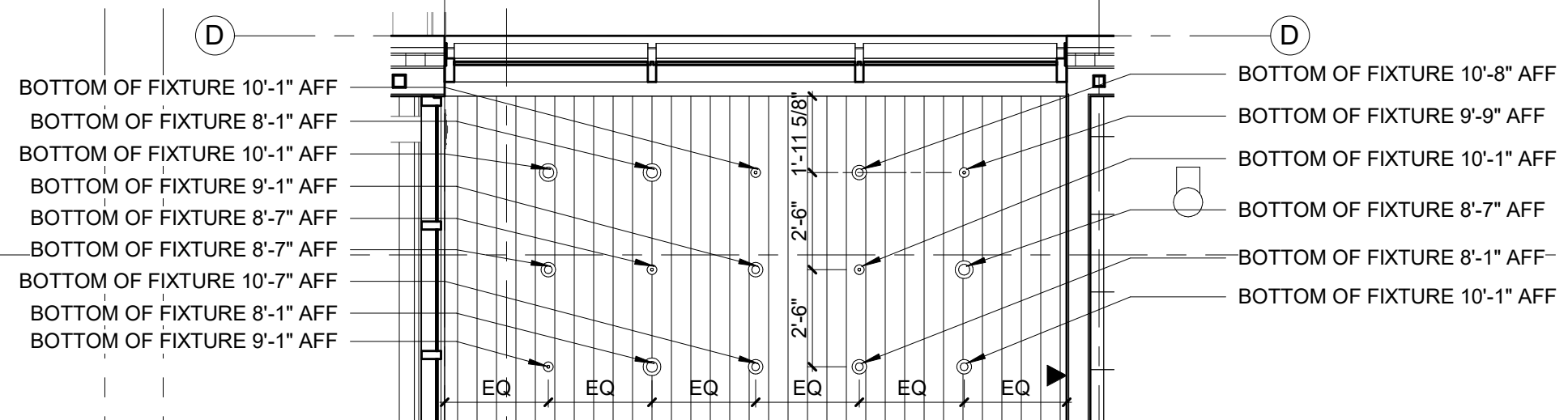
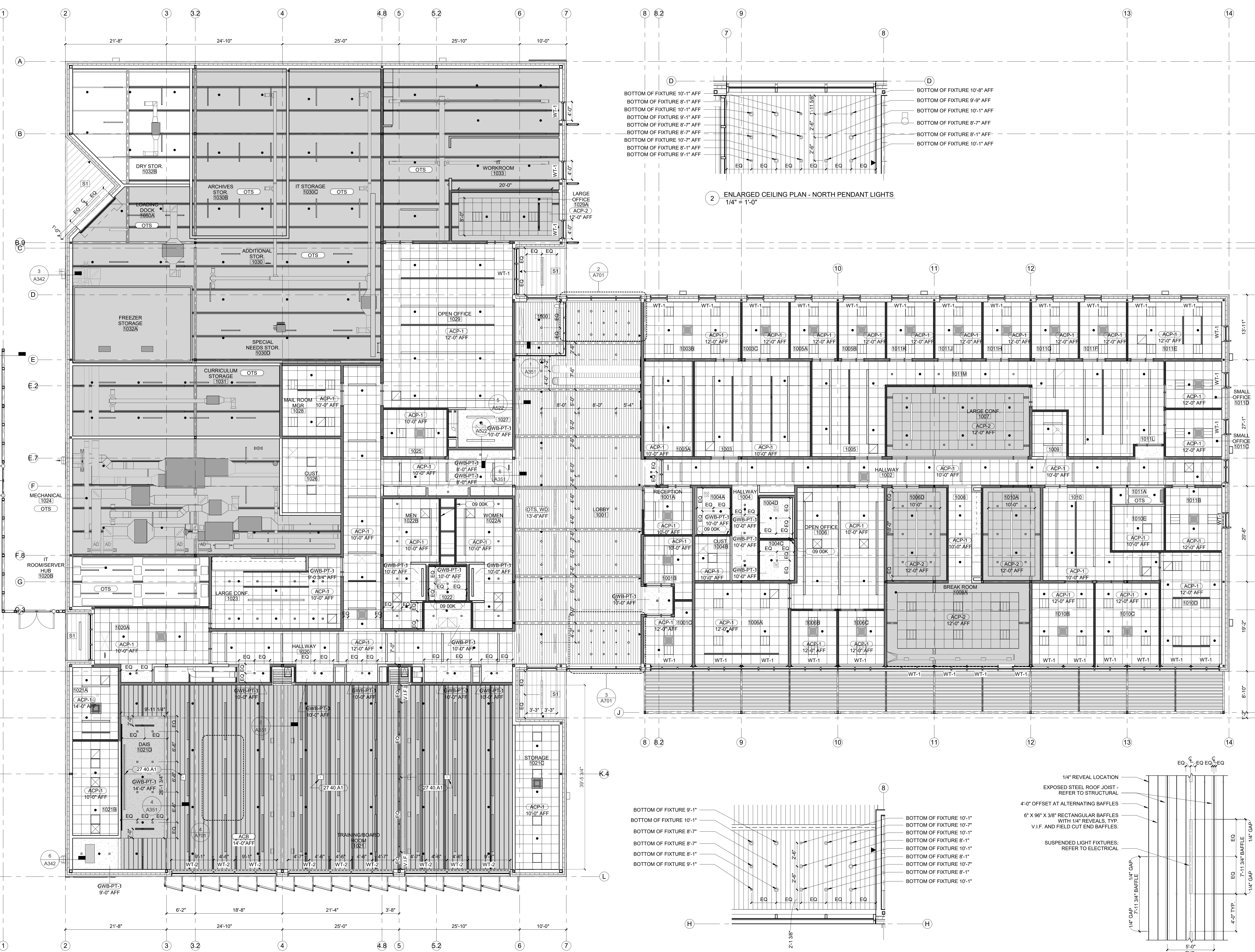
Electrical Engineer: **DESIGN ENGINEERS**
8801 PRAIRIE VIEW LN. SW, SUITE 200
CEDAR RAPIDS, IA 52404
P. 319-841-1944

10000 SERVICE CONSULTANT:
ADVANCED FOOD SERVICE CONSULTING
6201 SOUTH GATEWAY DR
MARION, IA 52302
P. 319-447-3515

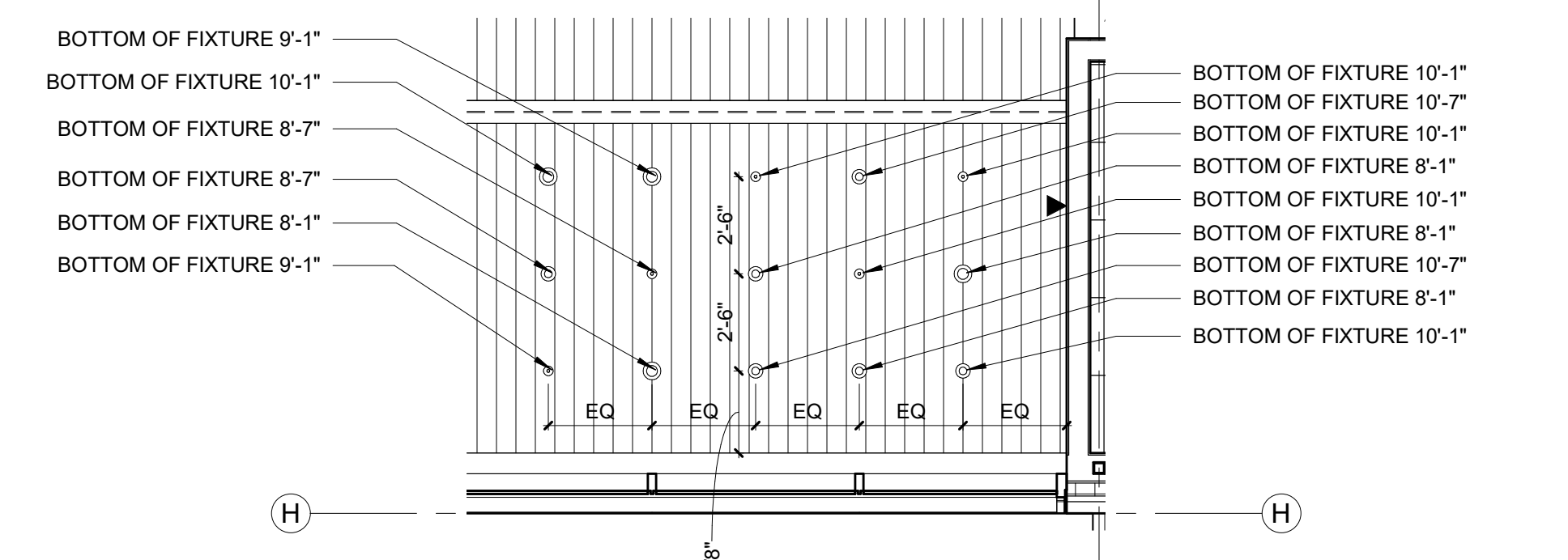
- CEILING LEGEND**
- ACCESS PANEL
 - ARCHITECTURAL TROFFER
 - LENSED 2X2 TROFFER
 - RECTANGULAR FIXTURE
 - LINEAR FIXTURE
 - DOWN LIGHTS
 - LINEAR PENDANT
 - DOWN LIGHT PENDANTS
 - UTILITY LIGHTS
 - CEILING & WALL MOUNT EXIT SIGNS
 - HVAC SUPPLY DIFFUSER
 - HVAC RETURN DIFFUSER
 - HVAC EXHAUST DIFFUSER
 - HVAC SLOT DIFFUSER
 - HVAC ROUND DIFFUSER
 - PROJECTOR
 - PROJECTOR SCREEN
 - OCCUPANCY SENSOR
 - SPEAKER
 - MICROPHONE
 - WIRELESS ACCESS POINT
 - CEILING & WALL MOUNT CLOCK
 - SMOKE DETECTOR
 - CEILING & WALL MOUNT CAMERA
 - DATA & POWER
 - SPRINKLER
 - SIDE WALL SPRINKLER
 - GRAY FILL INDICATES EXTENTS OF AREAS ABOVE CEILING TO BE PAINTED

- KEYNOTE LEGEND**
- 09 00K ACOUSTICAL SEALANT NOT REQUIRED AT THE TOP OF THIS WALL.
 - 26 51 B1 "SUSPENDED LIGHT FIXTURES - SEE ELECTRICAL.
 - 27 40 A1 REFER TO AV DRAWINGS FOR MOTORIZED SCREEN AND PROJECTOR INFORMATION.

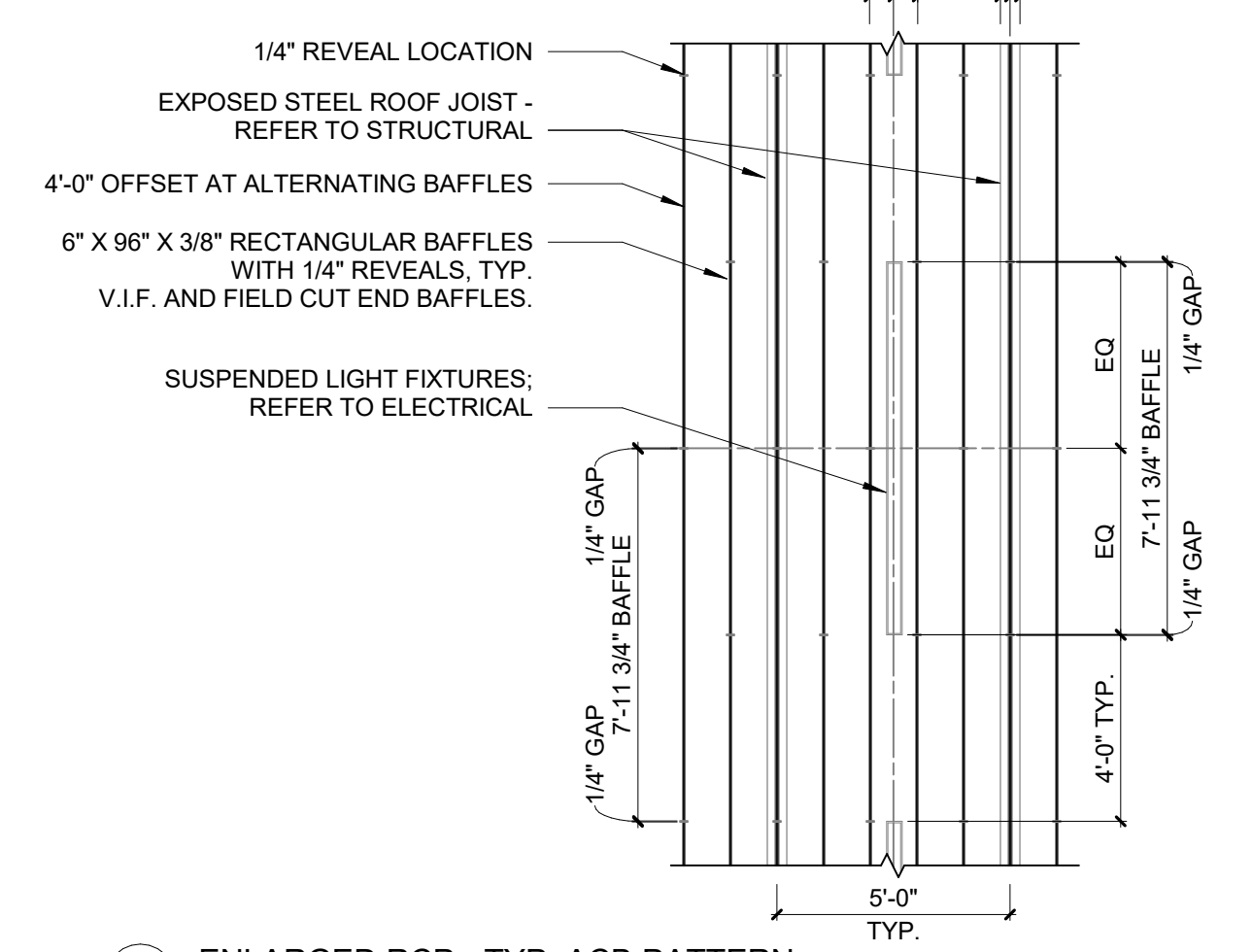
Revision	Description	Date
ITC 001	ITC 001	06/19/2023
ITC 012	ITC 012	01/04/2024
ITC 013	ITC 013	01/26/2024



2 ENLARGED CEILING PLAN - NORTH PENDANT LIGHTS
1/4" = 1'-0"



3 ENLARGED CEILING PLAN - SOUTH PENDANT LIGHTS
1/4" = 1'-0"



4 ENLARGED RCP - TYP. ACB PATTERN
1/4" = 1'-0"

1 LEVEL 1 RCP
1/8" = 1'-0"



Excursions and Trips Request Form

Exhibit 805.1

Code 603.3-R2

Date Request Received by CFO/COO: 3/4/24 (SO)

A written request for overnight excursions/trips must be submitted to the Chief Financial/Operating Officer not less than four weeks prior to the proposed excursion/trip and prior to any travel arrangements being finalized.

Overnight excursions/trips require prior approval of the building administrator, the superintendent or designee, and the Board of Directors. In authorizing excursions/trips, the building principal shall consider the financial condition of the school district, the educational benefit of the activity, the inherent risks or dangers of the activity, and other factors deemed relevant by the superintendent including the participation of the membership of the regular activity group. Students who have graduated may not participate in school sponsored excursions/trips unless the event is sanctioned by the state athletic associations.

The request will include:

- ✓ Rationale for the excursion/trip including the purpose and objectives
- ✓ Clarification if request is dependent upon pre-qualifying for event
- ✓ Detailed plans for student supervision
- ✓ Proposed itinerary
- ✓ Cost and source of funding
- ✓ Number of student participants
- ✓ Copy of required participation paperwork

1. Within three weeks of the completion of the excursion/trip the sponsor shall submit a written summary of the event to the building principal.
2. The building will be responsible for obtaining a substitute teacher if one is needed.
3. Students eligible for a fee waiver will be covered through contingency/discretionary funds as appropriate.

Excursion/Trip Criteria: The following checklist ***must be*** signed and submitted to the Chief Financial/Operating Officer with required documentation not less than four weeks prior to the proposed excursion/trip and prior to any travel arrangements being finalized:

Group: FFA Submitted by: Garban 9 Lemmer
(Examples: Robotics, FBLA, etc.) (Name)

Criteria		Description	Provided
Purpose	Required	Purpose of excursion/trip is clearly defined and ". . . is a vital part of the curriculum or current activity." Reference Board Policy 603.3.	✓
Pre-Planning	Required	Evidence of pre-planning that will maximize the learning experiences of students on this excursion/trip. (Dates, location, number of student participants, plan for supervision, proposed itinerary, hotel, cost/budget source, required participation paperwork, clarification if request is dependent upon pre-qualifying for an event, etc.)	✓
Follow-Up	Required	Evidence of planning for follow-up in order to maximize the learning experiences of students on this excursion/trip.	✓
Assessment	Required	Evidence that students will be required to demonstrate their understanding of the learning expected from this experience.	✓
Funding	Required	Source of funding has been determined that meets Department of Education and district guidelines. Reference Board Policy 603.3.	✓
Common Experience	<i>Recommended</i>	This excursion/trip is a common experience that all students at this grade level or activity group should have.	✓
Multi-disciplinary	<i>Recommended</i>	This excursion/trip addresses more than one curricular area and offers the opportunity for curriculum integration.	✓
Building Principal Approval		<u>Zach Mizdorf</u>	Date 3/1/24
Chief Financial/Operating Officer Approval		<u>Scott Bollocks</u>	Date 3/4/24
Board of Directors Approval			Date

SSTFI & STATE FFA AGRISCIENCE FAIR - 2024

Sponsorship: SSFTI and Iowa FFA Association

Supervision: Barb Lemmer, Linn-Mar FFA Chater FFA Advisor will be responsible for all FFA members participating in the SSTFI and State FFA Agriscience Fair at Iowa State University, Ames, Iowa.

Adherence to the district Code of Conduct and completion of appropriate documentation by parents and students: Required school paperwork will be given to FFA members to complete and it will be returned to Ms. Lemmer prior to leaving for the event.

Witten Request: See details below!

Rationale/Purpose: This activity allows FFA members that have an advanced Research SAE to compete at the state level.

Pre-Planning:

- Complete required paperwork.
- A transportation request has been sent to the Transportation Department requesting a van. I will drive to and from the event.
- Members will stay at the Springhill Suites.
- We will leave on Thursday, April 4 before school and return Friday, April 5 at 9:00 p.m. I will review the detailed **schedule that will be followed and share it with the members as needed.**
- Practice sessions will continue for this event as much as possible.

Resource Manual: I will take a folder with me that contains all the paperwork from the members, and I will have all the administrative contacts in case there is a need.

Follow-up: Members will prepare a report highlighting the educational benefits of competing in this event and they will share with the other FFA members through the chapter's website, social media sites and chapter meeting.

Assessment: Members will self-reflect on their performance after they compete using the judges' comments and score sheets.

Funding: Students will pay \$25 to offset the cost of the hotel room. There is no contest fee. The meal is paid by the FFA member.

Common Experiences: Members will participate in both the State Science and Technology Fair of Iowa and the Iowa FFA Association Agriscience Fair..

Multi-disciplinary: Mainly 21st Century Skills will be used by all committee members to interview and slate the ballot of officers.



2024 State Science and Technology Fair of Iowa
 Hilton Coliseum, Iowa State University, Ames, Iowa

JUNIOR & SENIOR HIGH EVENT
Day 1
Thursday, April 4th, 2024

7:00 – 8:30 am	Exhibitor Registration & Project Set-Up	Registration Desk, <i>Outer Concourse</i> (Enter Through South Doors)
7:00 – 8:30 am	Project Reviews SRC Violation Clearance Display and Safety (DSC) Reviews/Clearance	Floor/Outer Concourse of Hilton SRC Booth DSC Booth
8:30 – 9:00 am	Welcome Ceremony & Orientation	Stage, <i>Floor Level</i>
8:30 – 9:00 am	Project Viewing (Judges ONLY) Floor MUST be clear of ALL Exhibitors!	Floor of Hilton
9:00 – 12:00 pm	Interview Judging	
9:00 – 12:00 pm	Iowa FFA Agriscience Fair Judging (7 th , 8 th & HS)	
9:00 – 3:00 pm	Seminar Competition Judging	
9:00 – 9:45 am	Hall of Fame Reception	Pete Taylor Media Room
9:45 - 10:30 am	Teacher Workshop – <i>Required for all teachers</i>	Pete Taylor Media Room
12:00 – 1:15 pm	Lunch with a Scientist <i>Included for all students & teachers</i>	Stage, <i>Floor Level</i>
1:00 – 3:00 pm	Educational Booths	Floor Level
1:00 – 2:45 pm	Interview Judging Continues	
3:00 – 4:30 pm	Educational Outreach/Tours	Iowa State University
5:00 – 7:00 pm	SPECIAL AWARDS CEREMONY	Stage, <i>Floor Level</i>

Current as of 10/30/2023 – *Schedule Subject to Change



2024 State Science and Technology Fair of Iowa
Hilton Coliseum, Iowa State University, Ames, Iowa

JUNIOR & SENIOR HIGH EVENT

Day 2
Friday, April 5th, 2024

8:30 – 12:00 pm	Interview Judging	
8:30 – 3:00 pm	Seminar Competition Judging	
10:00 – 3:00 pm	Public Day and Educational Exhibits	Floor Level
12:00 – 1:30 pm	Lunch (<i>on your own</i>)	
1:30 – 3:45 pm	Interview Judging Continues	
4:15 – 4:45 pm	Tear down projects	Floor level/Outer Concourse
5:00 – 7:00 pm	GRAND AWARDS CEREMONY	Stage, <i>Floor Level</i>

**There will be an ISEF Qualifier Meeting Immediately following the award ceremony.*

Current as of 10/30/2023 – *Schedule Subject to Change

4/3/24 to 4/6/24

Code 603.3-R2



ADMINISTRATIVE REGULATIONS REGARDING
FIELDTRIPS AND EXCURSIONS – REQUEST FORM

Exhibit 805.2

A written request for overnight trips must be submitted to the building principal not less than four weeks prior to the proposed trip and prior to any travel arrangements being finalized. The request will include: objectives and purposes of the trip; the need, rationale, and justification for an overnight trip; detailed plans for student supervision on the trip; and a complete itinerary and budget of the trip. The school district will be responsible for obtaining a substitute teacher if one is needed. Following fieldtrips and excursions, the teacher shall submit a written summary of the event.

- Overnight trips involving high school students will require the prior approval of a high school administrator and the superintendent, or designee.
- Overnight trips for the middle and elementary school students will require the prior approval of the Board of Directors.

In authorizing fieldtrips, the principal shall consider the financial condition of the school district, the educational benefit of the activity, the inherent risks or dangers of the activity and other factors deemed relevant by the superintendent, including the participation of the membership of the regular activity group. Students who have graduated may not participate in school sponsored fieldtrips unless the event is sanctioned by the state athletic associations.

Fieldtrip Criteria:

The following checklist *must be* submitted for overnight trips along with the required documentation:

Fieldtrip Group: LM Robotics Submitted by: Dan Niemitalo
(Examples: Robotics, FBLA, etc.) (Name)

Criteria		Description	Yes	No
Purpose	Required	The purpose of the fieldtrip/work site visit is clearly defined and "... is a vital part of the curriculum or current activity." Reference: Board Policy 603.3	✓	
Pre-Planning	Required	There is evidence of pre-planning that will maximize the learning experiences of students on this fieldtrip/work site visit. This should include a prior visit by the teachers in charge. This could include evidence that a conscious decision has been made as to whether this fieldtrip/work site visit or excursion is an initial common experience or a culminating experience.	✓	
Follow-up	Required	There is evidence of planning for follow-up in order to maximize the learning experiences of students on this fieldtrip/work site visit or excursion.	✓	
Assessment	Required	There is evidence that students will be required to demonstrate their understanding of the learning/s expected from this experience.	✓	
Funding	Required	A source of funding has been determined that meets Department of Education and District guidelines. Reference: Board Policy 603.3	✓	
Common Experience	Recommended	This fieldtrip/work site visit is a common experience that all students at this grade level or activity group should have.	✓	
Multi-disciplinary	Recommended	This fieldtrip/work site visit, excursion addresses more than one curricular area and offers the opportunity for curriculum integration.	✓	
School Administrator Approval		<u>Zach Myrdorf</u> Date <u>2/29/24</u>		
District Administrator Approval		<u>Pat Glass</u> Date <u>3/4/24</u>		
Board Approval		Date		

- Students who are eligible for a fee waiver will be covered through the use of contingency or discretionary funds as appropriate.

Purpose of Field Trip

Linn-Mar Robotics Mission Statement:

Empowering students to become technology leaders through experiential learning and mentorship.

Our team’s activities flow from our mission statement. This competition trip meets our goals in a variety of ways.

- Provide students with experiences that are similar in many ways to the business world; that includes communicating in a professional manner with people from other organizations, solving problems on a tight time table, using technical knowledge in a high pressure situation, looking for best practices within other organizations, marketing our team and our “product” to other organizations, and more.
- Practice leadership in a variety of settings within the competitions; that includes leading the scouting effort, leading the drive team, organizing the pits, acting as a safety captain, and more.
- Practice many of the relevant technical and non-technical skills we have been working on in LM Robotics, including troubleshooting, programming, problem solving, communication, and data management.
- Attempt to advance to the FIRST World Championship in April in Houston. Attending this event would be a very inspiring opportunity for all students involved.
- Learn best practices from other teams. Some of the teams that will be in attendance at this event are world class teams with really well organized, highly respected, and historically successful programs.

Pre-Planning and Follow-Up

Every student will be assigned one or more roles prior to the trip. These role descriptions include preparation that is to be done prior to the trip. All of the roles include a follow-up component, such as reporting to the team on best practices learned from other teams.

Roles have been provisionally assigned (attached), but in the coming weeks we will refine these roles as the competition approaches.

Assessment

The trip will be assessed in multiple ways. The competitive success of the team is one such measure; we hope to rank highly enough to be alliance captains, then advance through elimination rounds and win the tournament.

After we return from the event, we will have a significant debriefing meeting with the team. Students in the various roles will discuss their findings, and we will create a list of resulting tasks to be done. This information will create jobs for students to work on in future meetings, and that work will help the team get better at accomplishing our mission.

One of the benefits of this event is that it can inform our future work. We will use what we learn on this trip to direct our FRC team's workload in the coming weeks and months.

We will either qualify for the FIRST Championship in Houston, or this will be our final FRC competition of the season. If we are heading to Houston, we will have plenty of work to assess our performance and make what improvements we can ahead of the big show. If we go to the offseason, we will still be looking for ways to improve heading into next season. At that point we will focus on summer camps and training and recruitment for next year, but our work next year will be based on making improvements over this year's performance in areas such as autonomous programming, CAD skills, and organization for awards presentations.

Overnight Field Trip Request - Linn-Mar Robotics

Trip Date: 04/03/24-04/06/24

2024 Seven Rivers FRC Regional Competition, LaCrosse, WI, Submitted: 02/29/24

Funding – Travel

Travel expenses are paid for by students' families. The trip is optional, and we will explore scholarship possibilities if students have a financial need and want to attend.

Projected expenses are as follows:

Hotel Rooms: \$190 x 5 rooms x 3 nights	\$2850
Rental Vans (3 vans x 3 days):	\$800
Van gas:	\$150
Group lunch / breakfast food	\$350
Approximate Total:	\$4150

With adult mentors paying their hotels separately and approximately 13 students attending, and pricing that balances the cost of this trip with the other trip, this puts the cost per student at \$280 per student. Students' families will pay for the costs before the trip. Students will also be responsible for bringing money along for three supper meals on the road and a breakfast meal (concessions) at the competition venue: (approximately \$60). Lunch and breakfast meals will be provided as part of the trip cost.

Funding – Other Expenses

The registration fees and parts/tools costs for this event are covered by the LM Robotics general budget.

The robot is already built, but we continue to work on upgraded mechanisms to improve our performance at the event.

LM Robotics' general budget (HS clubs account 21.0109.1900.950.7426) is funded as follows:

- Donations from businesses and non-profit organizations
- Donations from families and mentors
- LM Booster Club support
- Fundraising through summer robotics and Lego camps

Common Experience

The competitions are the most exciting and energizing parts of our endeavors. These competitions motivate students to work very hard and achieve some impressive things. Often when students come back from their very first competition, they come back with a higher level of motivation and go on to become stronger contributors. Also, competitions give them some experiences that they don't get in the shop. For example, they work cooperatively with allies from other schools even as they compete with them (FIRST refers to this highly workplace-relevant dynamic as "coopertition"). They act as ambassadors to introduce spectators to FIRST and its goals and principles. They give their award presentations to judge panels. They work to solve tricky unexpected problems in the very short time available – often just minutes.

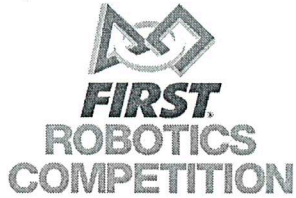
FIRST emphasizes an ethos of Gracious Professionalism at all meetings and events related to FIRST. Students and mentors are expected to behave professionally, but also to relate in a friendly and helpful way to everybody, including competitors. It is common to see one team helping another team at events, even if they know they will face each other in the next match. The goal is for everybody to compete at an increasingly high level. Gracious Professionalism is a standard of behavior that will serve students very well when they become technology leaders.

Multi-Disciplinary:

The students will use and be exposed to many different STEM skills on any robotics trip; those include mechanical design, programming, and electronics. Beyond the many STEM skills, they also put their communication, leadership, and interpersonal skills to the test. The scouting team organizes itself complete a marathon of data collection, and then they have to organize and disseminate that data using a combination of paper, face to face communication, excel, and web application use. The drive team has to assert itself tactfully to advocate for the best strategies for our team and for our entire alliances, even when the alliance partners may sometimes start off with dearly held, yet suboptimal strategic plans. The pit crew must work safely yet quickly and effectively to keep the robot running even when they have only minutes to work. The software team has to keep their cool and maintain their creativity as they tackle vexing bugs that pop up at the least convenient times. Business oriented members of the team will focus partly on scouting other team's organizational and business practices with plans to share ideas with our team later on. All students will be required to frequently practice effective communication with people they don't know.

2024 Seven Rivers Regional Trip Itinerary
FIRST Robotics Regional Competition
LaCrosse, WI

<p>Wednesday, 4/03/24</p> <p>12:00 PM Dismiss from class, lunch at LMHS 12:15 PM Mentors pick up vans 12:45 PM Load vans 11:00 PM Depart from LMHS 4:00 PM Check into hotel 5:00 PM Early supper (5 load-in people) 6:00 PM Load in at venue (5 people) 6:00 PM Supper near hotel (other people) 8:00 PM Quick team meeting 10:30 PM In rooms 11:00 PM Lights out</p> <p>Thursday, 4/04/24</p> <p>7:45 AM Breakfast at hotel 8:25 AM Walk to arena (across the street) 8:30 AM Arrive at arena Team check in Maintenance Pits open Work toward robot Inspection 9:00 AM Driver's Meeting 11:00 AM Lunch at parking lot 12:00 PM Practice Matches Begin 6:30 PM Practice Matches End 7:00 PM Supper near hotel (tentatively) 8:00 PM Pits close (we may leave earlier) 9:00 PM Team meeting 10:30 PM In rooms 11:00 PM Lights Out</p>	<p>Friday, 4/05/24</p> <p>7:15 AM Breakfast at hotel 7:55 AM Walk to arena 8:00 AM Pits Open 8:30 AM Opening Ceremonies 8:55 AM Qualifier Matches begin 12:00 PM Lunch at parking lot 1:00 PM Matches resume 5:45 PM Awards ceremony, Pits Close 6:15 PM Return to hotel 7:00 PM Pizza at hotel 8:00 PM Scouting meetings 10:30 PM In rooms 11:00 PM Lights out</p> <p>Saturday, 4/06/24</p> <p>7:00 AM Check Out + Breakfast at hotel 7:55 AM Walk to arena 8:00 AM Pits open 8:30 AM Opening Ceremonies 9:00 AM Qualifier Matches Resume 12:15 AM Alliance Selections for Playoffs 12:30 PM Lunch at parking lot 1:30 PM Playoff Rounds & Awards 5:30 PM Event finishes; pack up, load vans 6:00 PM Supper on the road 10:00 PM Arrive back at LMHS</p>
<p>Hotel Holiday Inn Downtown LaCrosse 200 Pearl Street LaCrosse, WI (608) 784 - 4444</p>	<p>Arena LaCrosse Center 300 Harborview Plaza LaCrosse, WI (689) 789-7400</p>
<p>Transportation Travel via rental vans</p>	<p>Coach Contact Info Dan Niemitalo: 319-400-2730</p>



2024 REGIONAL SCHEDULE

SEVEN RIVERS REGIONAL

Competition Schedule

Wednesday, April 3rd	
6:00PM - 8:00PM	5 Team Reps to Load In and Set Up Pits

Thursday, April 4th	
7:45AM	5 Team Reps to Load In
8:30AM	Arena, Pits, and Machine Shop Open
9:00AM	Load-in Ends
9:00AM - 11:00AM	Driver's Meeting, Field Open for Measurement and Calibration
11:00AM - 12:00PM	Lunch
12:00PM - 6:30PM	Practice Matches
8:00PM	Pits and Machine Shop Close

Friday, April 5th	
7:30AM	Doors open into Arena
8:00AM	Pits and Machine Shop Open
8:30AM - 8:50AM	Opening Ceremonies
8:55AM - 12:00PM	Qualification Matches
12:00PM - 1:00PM	Lunch
1:00PM - 5:45PM	Qualification Matches
5:45PM - 6:15PM	Awards Ceremony
~6:30PM**	Pits and Machine Shop Close immediately following Awards Ceremony

Saturday, April 6th	
7:30AM	Doors open into Arena
8:00AM	Pits and Machine Shop Open
8:30AM - 9:00AM	Opening Ceremonies
9:00AM - 12:15PM	Qualification Matches
12:15PM - 12:30PM	Alliance Selections
12:30PM - 1:30PM	Lunch
1:30PM - 5:30PM	Playoff Matches & Awards Ceremony
~6:00PM**	Pits close 30 minutes following the close of the Closing Ceremony

**Schedule subject to change. All times are estimated based on flow of rounds.
See Pit Administration table for updated times.

School Finance Report February 28, 2023

67% of the School Year Complete

	Current Budget	Beginning Fund Balance	Y-T-D Revenue	Exp This Mon	Exp. Last Month	Exp Y-T-D	% Exp (Budget)		Balance (Budget)	Balance (Revenues)	Balance (Fund)
1) Instructional (1000-1999)	\$70,815,000			\$5,440,343	\$5,171,422	\$33,316,522	47.0%		\$37,498,478		
2) Support Services(2000-2999)	\$33,612,000			\$2,647,782	\$2,974,796	\$20,953,881	62.3%		\$12,658,119		
3) Non-Instructional(3000-3999)	\$5,035,000			\$366,117	\$472,788	\$2,488,760	49.4%		\$2,546,240		
4) Other Expenditures((4000-6100)	\$23,070,282			\$588,137	\$372,879	\$8,717,604	37.8%		\$14,352,678		
5) Interfund Transfers	\$6,550,000			\$414,744	\$414,744	\$3,352,611	51.2%		\$3,197,389		
Total	\$139,082,282			\$9,457,122	\$9,406,629	\$68,829,378	49.5%		\$70,252,904		
Operating Fund-10	\$102,409,124	\$12,313,088	\$54,560,510	\$8,197,156	\$8,452,886	\$53,918,031	52.6%		48,491,093	642,480	12,955,568
Activity-21	\$1,100,000	\$804,717	\$725,432	\$145,919	\$52,169	\$662,600	60.2%		437,400	62,832	867,549
Management-22	\$1,375,000	\$1,443,078	\$1,280,001	(\$2,128)	\$0	\$1,430,363	104.0%		(55,363)	(150,363)	1,292,716
PERL-24	\$602,000	\$435,095	\$187,902	\$16,137	\$10,924	\$96,528	16.0%		505,472	91,374	526,469
SAVE-33	\$10,050,000	\$3,752,185	\$5,398,840	\$598,902	\$431,937	\$5,093,130	50.7%		4,956,870	305,710	4,057,895
Other Capital Projects-31, 32, 35	\$731,158	\$1,160,230	\$23,586	\$0	\$0	\$1,168,547	159.8%		(437,389)	(1,144,961)	15,269
PPEL-36	\$5,730,000	\$3,926,863	\$2,729,494	\$138,346	\$50,840	\$2,020,179	35.3%		3,709,821	709,314	4,636,177
Debt Service-40	\$12,150,000	\$346,133	\$6,506,498	\$0	\$0	\$2,032,360	16.7%		10,117,640	4,474,138	4,820,271
Nutrition-61	\$4,510,000	\$2,596,866	\$2,415,472	\$334,479	\$378,068	\$2,187,487	48.5%		2,322,513	227,985	2,824,852
Aquatic Center-65	\$375,000	\$234,938	\$7,617	\$22,046	\$25,750	\$191,518	51.1%		183,482	(183,901)	51,037
Student Store-68	\$50,000	\$26,779		\$6,265	\$4,054	\$28,635	57.3%		21,365	(28,635)	(1,856)
Total	\$139,082,282	\$27,039,974	\$73,835,351	\$9,457,122	\$9,406,629	\$68,829,378	49.5%		70,252,904	5,005,972	32,045,946

Linn-Mar Community School District

Cash Balances

Fiscal Year: 2022-2023

Date Range: 07/01/2022 - 02/28/2023

Account Number	Title	Beginning Balance	Increases Debits	Decreases Credits	Cash Balance
10.0000.0000.000.0000.111001	ISJIT-General Fund	0.00	3,007,463.63	0.00	3,007,463.63
10.0001.0000.000.0000.101000	CASH IN BANK	18,298,023.87	64,850,908.22	81,671,966.51	1,476,965.58
10.0002.0000.000.0000.101000	CASH IN BANK	5,117.15	3,000,041.86	3,000,025.88	5,133.13
10.0008.0000.000.0000.101000	CASH IN BANK	1,046,112.93	19,499.35	0.00	1,065,612.28
21.0001.0000.000.0000.101000	CASH IN BANK	2,321.93	77,787.81	77,787.81	2,321.93
21.0002.0000.000.0000.101000	CASH IN BANK	786,937.35	3,056,044.81	2,991,656.40	851,325.76
22.0006.0000.000.0000.101000	CASH IN BANK	1,444,068.76	1,290,858.07	1,442,210.96	1,292,715.87
24.0001.0000.000.0000.101000	CASH IN BANK	0.00	23,749.16	23,749.16	0.00
24.0003.0000.000.0000.101000	CASH IN BANK	442,780.66	193,351.58	108,337.98	527,794.26
32.0003.0000.000.0000.101000	CASH IN BANK	0.00	0.00	80,000.00	(80,000.00)
33.0003.0000.000.0000.101000	CASH IN BANK	3,141,624.27	7,988,670.29	5,794,324.31	5,335,970.25
35.0003.0000.000.0000.101000	CASH IN BANK	273,661.08	1,127,950.00	1,401,607.72	3.36
35.0008.0000.000.0000.101000	CASH IN BANK	1,296,644.71	23,585.65	1,127,950.00	192,280.36
36.0003.0000.000.0000.101000	CASH IN BANK	4,092,386.80	2,758,345.64	2,181,299.00	4,669,433.44
40.0003.0000.000.0000.101000	CASH IN BANK	1,015,562.68	7,781,797.31	3,977,088.60	4,820,271.39
61.0001.0000.000.0000.101000	CASH IN BANK	0.00	1,317,998.71	1,317,998.71	0.00
61.0004.0000.000.0000.101000	CASH IN BANK	2,791,237.87	2,910,514.78	2,442,152.55	3,259,600.10
65.0001.0000.000.0000.101000	CASH IN BANK	0.00	189,116.24	189,116.24	0.00
65.0002.0000.000.0000.101000	CASH IN BANK	315,066.69	220,908.24	267,097.59	268,877.34
68.0001.0000.000.0000.101000	CASH IN BANK	0.00	177,692.16	177,692.16	0.00
68.0002.0000.000.0000.101000	CASH IN BANK	26,786.25	36,095.00	31,620.32	31,260.93
		34,978,333.00	100,052,378.51	108,303,681.90	26,727,029.61

End of Report

School Finance Report February 29, 2024

67% of the School Year Complete

	Current Budget	Beginning Fund Balance	Y-T-D Revenue	Exp This Mon	Exp. Last Month	Exp Y-T-D	% Exp (Budget)		Balance (Budget)	Balance (Revenues)	Balance (Fund)
1) Instructional (1000-1999)	\$71,715,574			\$5,484,290	\$5,375,566	\$33,740,147	47.0%		\$37,975,427		
2) Support Services(2000-2999)	\$34,446,929			\$2,370,153	\$2,724,623	\$19,601,078	56.9%		\$14,845,851		
3) Non-Instructional(3000-3999)	\$5,195,434			\$349,082	\$405,487	\$2,473,950	47.6%		\$2,721,484		
4) Other Expenditures((4000-6100)	\$28,622,071			\$1,230,405	\$1,942,631	\$12,392,857	43.3%		\$16,229,214		
5) Interfund Transfers	\$9,139,607			\$656,909	\$656,909	\$5,255,269	57.5%		\$3,884,338		
Total	\$149,119,615			\$10,090,838	\$11,105,215	\$73,463,301	49.3%		\$75,656,314		
Operating Fund-10	\$104,275,199	\$7,069,549	\$57,991,408	\$8,054,330	\$8,269,494	\$52,879,749	50.7%		51,395,450	5,111,659	12,181,208
Activity-21	\$1,050,000	\$854,019	\$738,301	\$82,929	\$90,934	\$637,855	60.7%		412,145	100,446	954,465
Management-22	\$2,013,202	\$2,308,570	\$834,015	\$1,672	\$1,000	\$1,839,535	91.4%		173,667	(1,005,519)	1,303,050
PERL-24	\$503,663	\$122,738	\$189,305	\$4,413	\$11,286	\$230,842	45.8%		272,821	(41,537)	81,201
SAVE-33	\$10,862,141	\$5,742,146	\$6,411,239	\$792,931	\$1,887,288	\$7,219,123	66.5%		3,643,018	(807,885)	4,934,261
Other Capital Projects-31, 32, 35	\$10,750,000	\$14,530,980	\$31,132	\$671,981	\$331,027	\$4,279,991	39.8%		6,470,009	(4,248,859)	10,282,121
PPEL-36	\$5,431,703	\$4,559,679	\$3,360,627	\$135,201	\$109,681	\$1,602,791	29.5%		3,828,912	1,757,836	6,317,515
Debt Service-40	\$9,125,707	\$347,991	\$3,112,549	\$0	\$0	\$2,313,237	25.3%		6,812,470	799,313	1,147,304
Nutrition-61	\$4,648,000	\$3,104,643	\$2,203,192	\$323,055	\$380,504	\$2,215,914	47.7%		2,432,086	(12,722)	3,091,921
Aquatic Center-65	\$410,000	\$294,394	\$202,133	\$20,984	\$22,070	\$203,359	49.6%		206,641	(1,226)	293,168
Student Store-68	\$50,000	\$26,950	\$41,093	\$3,341	\$1,930	\$40,906	81.8%		9,094	187	27,137
Total	\$149,119,615	\$38,961,658	\$75,114,994	\$10,090,838	\$11,105,215	\$73,463,301	49.3%		75,656,314	1,651,693	40,613,351

Linn-Mar Community School District

Cash Balances

Fiscal Year: 2023-2024

Date Range: 07/01/2023 - 02/29/2024

Account Number	Title	Beginning Balance	Increases Debits	Decreases Credits	Cash Balance
10.0000.0000.000.0000.111001	ISJIT-General Fund	3,054,067.04	5,117,226.50	13,082.49	8,158,211.05
10.0001.0000.000.0000.101000	CASH IN BANK	4,639,859.26	76,395,566.30	80,397,089.16	638,336.40
10.0002.0000.000.0000.101000	CASH IN BANK	5,144.68	23,898.67	23,867.10	5,176.25
21.0000.0000.000.0000.111001	ISJIT - Student Activity	0.00	909,265.48	0.00	909,265.48
21.0000.0000.000.0000.111011	1.555 RESERVE CD	0.00	408.00	408.00	0.00
21.0001.0000.000.0000.101000	CASH IN BANK	1.00	88,952.47	88,952.47	1.00
21.0002.0000.000.0000.101000	CASH IN BANK	858,359.65	3,280,051.36	4,089,272.69	49,138.32
22.0000.0000.000.0000.111001	ISJIT - Management	0.00	757,721.28	0.00	757,721.28
22.0006.0000.000.0000.101000	CASH IN BANK	2,302,092.46	858,053.94	2,614,817.65	545,328.75
24.0001.0000.000.0000.101000	CASH IN BANK	0.00	28,521.31	28,521.31	0.00
24.0003.0000.000.0000.101000	CASH IN BANK	165,083.84	190,375.39	247,205.14	108,254.09
33.0003.0000.000.0000.101000	CASH IN BANK	5,134,851.29	7,141,757.01	7,223,434.13	5,053,174.17
35.0003.0000.000.0000.101000	CASH IN BANK	109,897.32	13,032,946.97	8,109,409.90	5,033,434.39
35.0008.0000.000.0000.101000	CASH IN BANK	133.62	0.04	133.66	0.00
36.0003.0000.000.0000.101000	CASH IN BANK	4,974,699.14	3,375,516.48	2,029,409.82	6,320,805.80
40.0003.0000.000.0000.101000	CASH IN BANK	330,487.30	8,385,322.61	2,313,236.67	6,402,573.24
61.0000.0000.000.0000.111001	ISJIT - Nutrition	0.00	2,525,737.41	0.00	2,525,737.41
61.0001.0000.000.0000.101000	CASH IN BANK	0.00	1,707,454.22	1,707,454.22	0.00
61.0004.0000.000.0000.101000	CASH IN BANK	3,221,671.90	2,878,137.92	5,125,199.74	974,610.08
65.0001.0000.000.0000.101000	CASH IN BANK	0.00	211,216.40	211,216.40	0.00
65.0002.0000.000.0000.101000	CASH IN BANK	371,671.34	207,861.25	268,049.98	311,482.61
68.0002.0000.000.0000.101000	CASH IN BANK	26,949.64	41,278.45	41,091.42	27,136.67
		25,194,969.48	127,157,269.46	114,531,851.95	37,820,386.99

End of Report