

ICCSD CFI Parking Improvements – Phase Three Project

CONTRACT

THIS AGREEMENT, made this 27 day of May, 2025, by and between the Iowa City Community School District of Iowa City, Iowa, hereinafter called "Owner" and All American Concrete, Inc., of West Liberty, Iowa, hereinafter called "Contractor."

WHEREAS, the Contractor did on the 30th Day of April 2025, submit a proposal to the Iowa City Community School District Physical Plant, in Iowa City, Iowa, for the ICCSD CFI Parking Improvements – Phase Three Project, which improvement is described in certain plans, drawings and specifications for such improvement previously filed with the Owner, and which proposal is by reference made a part hereof; and

WHEREAS, it is mutually understood and agreed by the parties hereto that the general and special conditions, the general and detailed specifications, the form of proposal, all proceedings by the governing body of said Owner relating to the subject matter of this Contract, the general and detailed plans and drawings, addenda, all of which documents are hereinafter referred to as the "plans and specifications," are made a part of this Contract by this reference the same as if each had been fully set out and attached hereto.

NOW, THEREFORE, IT IS AGREED, in consideration of the following mutual agreements and covenants to be kept by each party that:

1. The Contractor agrees to furnish and pay for all plant, labor, mechanics, tools, materials, equipment, machinery, supplies, transportation, superintendence, insurance, taxes, utilities and services to perform all items set forth in Proposal hereto attached and made a part hereof and in strict compliance with said plans and specifications for a sum of \$271,900.00 subject to adjustment as provided in said documents.

2. The Owner agrees to pay the Contractor in accordance with the provisions of said specifications and the accepted proposal.

3. It is mutually agreed by each party hereto that all provisions of said plans and specifications shall be strictly complied with and conformed to the same as if re-written herein, and that no substitution shall be made except upon written consent of the Owner and of the Owner's Engineer or Architect, in the form of a Change Order, and such allowance shall in no manner be construed to release either party from any specified or implied obligations of said plans and specifications.

4. Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed inserted herein and the Contract shall be read and enforced as though it were included therein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Contract shall be amended to make such insertion.

5. If any provision of this Contract shall be such as to destroy its mutuality or to render it invalid or illegal, then, if it shall not appear to have been so material that without it the Contract would not have been made by the parties, it shall not be deemed to form part thereof but the balance of the Contract shall remain in full force and effect.

6. No waiver of any breach of any one of the agreements, terms, conditions or covenants of this Agreement by the Owner shall be deemed or imply or constitute a waiver of any other agreement, term, condition or covenant of this Agreement. The failure of the Owner to insist on strict performance of any agreement, term, condition or covenant, herein set forth, shall not constitute or be construed as a waiver of the Owner's rights thereafter to enforce any other default; neither shall such failure to insist upon strict performance be deemed sufficient grounds to enable the Contractor to forego or subvert or otherwise disregard any other agreement, term, condition or covenant of this Agreement.

ICCSD CFI Parking Improvements – Phase Three Project

This Contract is let subject to the following conditions:

- A. Contractor shall commence off-site work under this Contract on the date of execution. Contractor shall commence on-site work on the project after the Owner issues a Notice to Proceed unless Owner issues a notice providing a different date. Contractor shall notify Owner in writing not less than five (5) days before beginning the work, if Owner issues a notice providing a different date to begin work.
- B. Contractor shall complete all work no later than the completion date listed below corresponding to the bid schedule awarded, subject to any adjustments as provided in the Contract Documents. All work on the contract must be complete by August 15, 2025. There are 40 working days allowed for work on the project after commencement of work on the project.
- C. The Contractor understands and agrees that the completion of the entire project within the time provided is an essential feature of this Agreement and that the Owner will sustain substantial damages, the amount of which is not possible to accurately determine at this time if the work is not so completed. The Contractor, therefore, agrees to proceed with due diligence, taking all precautions and making all necessary arrangements to insure the completion of the work within the prescribed time.

IN WITNESS WHEREOF, the parties hereto affix our signatures and seals at

May 27, 2025, the day and year first above mentioned.

(SEAL)

ATTEST: DocuSigned by:

By Kim Colvin
422080290494479...
Title Board Secretary

OWNER: IOWA CITY COMM. SCHOOL DISTRICT

By Ruthina Malone
53F91000062D426...
Title DPresident

(SEAL)

CONTRACTOR: All American Concrete Inc.
By Godi Simon
Title Vice President

ATTEST: (Witness)

By Jay Simon
Title Vice President

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FORM OF PROPOSAL**NOTICE TO BIDDERS:**

PLEASE DO NOT USE THE FORM OF PROPOSAL INCLUDED IN THE BOUND VOLUME OF THE SPECIFICATIONS. SEPARATE COPIES OF THIS PROPOSAL ARE ENCLOSED.

Name of Bidder All American Concrete, Inc.Address of Bidder 1489 Highway 6, West Liberty IA 52776

SUBMIT BIDS TO: Physical Plant Office
Iowa City Community School District
1137 S. Riverside Drive
Iowa City, IA 52246

Proposals are due **April 30, 2025** at **2:00 PM** (local time).

The undersigned bidder, having examined and determined the scope of the Contract Documents, hereby proposes to provide the required labor, services, materials and equipment and to perform the work to complete the **ICCSD CFI Parking Improvements – Phase Three Project** as described in the Drawings and Specifications dated April 8, 2025 including any changes in Addenda 1 and _____ prepared by MMS Consultants, Inc.

BASE BID: Two hundred seventy one thousand nine hundred dollars (\$ 271,900 —)

UNIT PRICE #1: Additional work for excavation of unsuitable subgrade soils and backfill with modified subbase material. Unit price includes excavation and disposal of unsuitable material and furnishing and placement of compacted modified subbase, in place, as agreed upon with the Engineer during construction.

seventy five dollars per cubic yard (\$ 75.⁰⁰ /CY)

ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for fifteen (15) days from the bid closing date. If this bid is accepted by the Owner within the time period stated above, we will:

- Execute the Agreement within seven days of receipt of Notice of Award.
- Furnish the required bonds within the three days of execution of the contract.
- Commence work within seven days of receipt of the Owner's Notice to Proceed.

If this bid is accepted within the time stated above, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner.

In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

ICCSO CFI Parking Improvements – Phase Three Project

SUBCONTRACTORS

The names of those persons, firms, companies or other parties with whom we intend to enter into a subcontract, together with the type of subcontracted work and approximate dollar amount of the subcontract, are as follows:

PCI	\$74,000	Dirt
ProLine	\$1,800	Striping
Stevens	\$4,500	Erosion

NOTE: All subcontractors are subject to approval by the Owner.

BID FORM SIGNATURES

The undersigned bidder certifies that this proposal is made in good faith, and without collusion or connection with any other person or persons bidding on the work.

The undersigned bidder states that this proposal is made in conformity with the Contract Documents and agrees that, in the event of any discrepancies or differences between any conditions of this proposal and the Contract Documents prepared by the Iowa City Community School District, the more specific shall prevail.

FIRM: All American Concrete, Inc.
 By: Jay Simon
 (Title) Vice President
 (Business Address) 1489 Highway 6, West Liberty IA 52776
 (Work Phone Number(s)) (319) 627-2221
 (Name of Contact Person for Bid) Josh Gingrich
 Date 7/30/25
 Signature [Signature]