

North Central Middle School East Parking Project

CONTRACT

THIS AGREEMENT, made this 10th day of June, 2025, by and between the Iowa City Community School District of Iowa City, Iowa, hereinafter called "Owner" and Boomerang Corp., of Anamosa, Iowa, hereinafter called "Contractor."

WHEREAS, the Contractor did on the 24th day of April, 2025, submit a proposal to the Iowa City Community School District Physical Plant, in Iowa City, Iowa, for the North Central Middle School East Parking 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 \$83,777.00 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.

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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.~~
Paving ← Plants + Seeding Complete by September 15, 2025
- 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. The Contractor further agrees that his failure to finally and fully complete the work within the time allowed shall be considered as a breach of the Agreement and entitles the Owner to collect liquidated damages for the delay in completion in accordance with the General Conditions of the Contract at a rate of \$500.00 per day.

IN WITNESS WHEREOF, the parties hereto affix our signatures and seals at June 10th, 2025, the day and year first above mentioned.

(SEAL)

OWNER: ~~OWAS~~ CITY COMM. SCHOOL DISTRICT

By Ruthina Malone

Title DPresident

ATTEST: ~~DocuSigned by:~~

By Kim Colvin

Title Board Secretary

CONTRACTOR: Boomerang Corp

By Joe Huel

Title President

(SEAL)

ATTEST: (Witness)

By [Signature]

Title Witness

North Central Middle School East Parking Project

**FORM OF PROPOSAL
ADDENDUM #1
April 21, 2025**

Name of Bidder Boomerang Corp

Address of Bidder 13225 Circle Drive Suite A PO Box 227 Anamosa, Iowa 52205

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

Proposals are due **April 24, 2025 at 2:00 PM** (local time).

The undersigned bidder has carefully examined the site of the proposed Work and is fully informed and satisfied as to the conditions there existing, the character and requirements of the proposed Work, the difficulties attendant upon its execution and the accuracy of all estimated quantities stated in this COMPETITIVE QUOTE, and bidder has carefully read and examined the Drawings, the annexed proposed AGREEMENT, the Specifications, any addenda and other Contract Documents therein referred to and knows and understands the terms and provisions thereof.

The undersigned bidder agrees that if this COMPETITIVE QUOTE is accepted, bidder will contract with the Owner, as provided in the copy of the Contract Documents, this PROPOSAL form being part of said Contract Documents, and that bidder will perform all the work and furnish all the materials and equipment, and provide all labor, services, plant, machinery, apparatus, appliances, tools, supplies and all other things required by the Contract Documents in the manner and within the time therein prescribed, and that Bidder will take in full payment therefore the lump sum as stated in the schedule below.

The undersigned bidder agrees to perform the work to complete the **North Central Middle School East Parking Project** as described in the Drawings and Specifications dated April 8, 2025 including all materials, labor and equipment necessary for the work prepared by MMS Consultants, Inc.

QUOTE: Eighty three thousand seven hundred dollars (\$ 83,777.00)
Seventy seven dollars and zero cents

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.

Sixty dollars and zero cents dollars per cubic yard (\$ 60.00 /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.

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:

BACC - Stripping - \$500.00
 Sustainable Landscape - Plants - \$3,500.00

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: Broomerang Corp
 By: Paula Herold
 (Title) Vice President
 (Business Address) 13225 Circle Drive Suite A
Anamosa, Iowa 52205
 (Work Phone Number(s)) 319-462-4435
 (Name of Contact Person for Bid) Paula Herold
 Date 4-24-25
 Signature Canfield