

CONTRACT

THIS AGREEMENT, made this 25th day of April, 2017, by and between the Iowa City Community School District of Iowa City, Iowa, hereinafter called "Owner" and Bockenstedt Excavating, hereinafter called "Contractor."

WHEREAS, the Contractor did on the 13th day of April, 2017, submit a proposal to the Office of the Superintendent for the Iowa City Community School District, in Iowa City, Iowa, for the **2017 Shimek Playground Renovation 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 \$133,500 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.

This Contract is let subject to the following conditions:
1270-208

2017 Shimek Playground Renovation Project

- 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 4th, 2017.
- 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 \$200.00 per day.

IN WITNESS WHEREOF, the parties hereto affix our signatures and seals at _____, _____, the day and year first above mentioned.

(SEAL)

OWNER: IOWA CITY COMMUNITY SCHOOL DISTRICT

ATTEST:

By *Kim Jensen*
Title *Board Recording Secretary*

By *[Signature]*
Title *Board President*

(SEAL)

CONTRACTOR: *Brockstedt Excavating Inc*
By *[Signature]*
Title *President*

ATTEST: (Witness)

By *Michelle Webster*
Title *Office Manager*