

RESOLUTION NO. 008 (2025/2026)

**A RESOLUTION APPROVING EXTENDED WARRANTY AGREEMENT BETWEEN
BOOMERANG CORP AND CITY OF NEVADA, IOWA,
FOR WWTF IMPROVEMENTS – PHASE 3 LIFT STATION**

WHEREAS, the City of Nevada, Iowa (City) contracted with Boomerang Corp (Boomerang) for the construction project known as “Nevada WWTF Improvements – Phase 3 Lift Station” (Project); and

WHEREAS, during the performance of the project, construction errors were made; and

WHEREAS, the project currently has a two-year warranty and Boomerang has agreed to provide an extended warranty of eight additional years for all repaired construction identified in the repair plans, see Exhibit A; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Iowa, that the City approved the extended warranty agreement and repair plans as outlined in Exhibit A. The Mayor and City Clerk are hereby authorized to execute the agreement and execute such other documents that are necessary on the City of Nevada's behalf.

Passed and approved this 28th day of July, 2025.

Ryan Condon, Mayor

ATTEST:

Erin Mousel, Deputy City Clerk

Moved by Council Member __, seconded by Council Member __, that Resolution No. 008 (2025/2026) be adopted.

AYES: __
NAYS: __
ABSENT: __

The Mayor declared Resolution No. 008 (2025/2026) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 008 (2025/2026) at the regular Council Meeting of the City of Nevada, Iowa, held on the 28th day of July, 2025.

ATTEST:

Erin Mousel, Deputy City Clerk

Extended Warranty

Boomerang Corp ("Boomerang" or "Contractor") and the City of Nevada (the "City" or "Owner") (collectively the "Parties") hereby enter into an Extended Warranty as follows:

1. The City contracted with Boomerang for the construction project known as "Nevada WWTF Improvements – Phase 3 Lift Station" (the "Project").
2. During performance of the Project, construction errors were made to concrete walls and a suspended slab of concrete.
3. With the City's approval, Boomerang hired Shuck-Britson to oversee, inspect, coordinate, and review the required repair work.
4. Shuck-Britson also prepared "repair plans" which detailed the scope of the repairs, which are attached hereto as Exhibit A.
5. As part of the agreement between the Parties to repair the work, the City required an extended warranty for the Project.
6. The Project currently has a two-year warranty.
7. Boomerang has agreed to provide an extended warranty of eight additional years ("Extended Warranty Period") for all repaired construction identified in the Shuck-Britson repair plans.
8. The extended warranty shall be performed as prescribed in Paragraph 15.08 of the Project's General Conditions, as modified below for purposes of this Extended Warranty, with the express understanding that the scope of work covered by this extended warranty is limited to the repair construction identified in Shuck-Britson's repair plans.

GC 15.08 Correction Period

A. If within the warranty or Extended Warranty Period, Owner gives Contractor written notice that any Work has been found to be defective, or the Contractor's repair of any damages to the Site of adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such adjacent areas;
2. correct such defective Work;
3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land and areas resulting from corrective measures.

- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect with 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owners may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement or work or others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. Items of equipment which were placed in continuous service before Substantial Completion of all the Work, shall be governed by the warranty and Extended Warranty Period in this agreement.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction of removal and replacement has been satisfactorily completed.
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

SC-15.08 Add the following new Paragraph 15.08.G:

- G. The correction period specified as one year after the date of Substantial Completion in Paragraph 15.08.A of the General Conditions is hereby revised to be the number of years set forth in SC-6.01.B.1; or if no such revision has been made in SC-6.01.B, then the correction period is hereby specified to be ten (10) years after Substantial Completion.

Boomerang Corporation

Signature: 

By: Paula Herold

Its: President

Date: 7/24/25

City of Nevada

Signature: _____

By: _____

Its: _____

Date: _____