

Ciro DiIorio Masonry and Landscaping, LLC
907 Sunshine Drive
Marshalltown, IA 50158
jocelyn@diioriomasonry.com

CONTRACT FOR SERVICES

This Contract for Services (hereinafter "Agreement") is made this **August 18, 2026** by and between **Ciro DiIorio Masonry and Landscaping, LLC** (hereinafter "Contractor") and **Marshall County** for contract of **Estimate #69332 for \$72,625.00** attached hereto and incorporated herein. By signing this agreement, Client or its representative warrants that it has the right to make such agreement and to bind Client to its terms.

In consideration of performance by Contractor of the work described in the Estimate, Client shall pay the following amounts at the following times: 25% shall be due upon commencement of work, 25% midway and 50% shall be due upon substantial completion of all work. For purposes of determining the contract price, masonry work shall be charged at a rate of \$80.00 per hour, and general laborer work shall be charged at a rate of \$65.00 per hour.

Contractor and Client agree that any changes to the work that are requested after this Agreement has been duly executed (hereinafter "Change Orders") shall only be made if both parties agree to the changes, shall be in writing, and payment in full for the amount of any increase caused by the Change Order shall be made before the work in the Change Order commences.

Payments are due according to the timelines stated previously. Failure to make payments in a timely manner shall be sufficient reason for Contractor to stop work, and work shall not recommence until any past-due payments and interest are paid in full. Contractor may also pursue any applicable mechanics lien remedies available to it.

Contractor shall maintain general liability insurance for its acts within the scope of the work performed and worker's compensation insurance for its employees. No other insurance shall be required of, or provided by, Contractor. Contractor warrants that the work performed will be done in a workman-like manner, and any product generated shall be fit for its intended purpose. These warranties shall be for a period of one year from substantial completion of the work. The parties agree that no other warranties, either express or implied, exist relating to the work performed under this Agreement.

The parties agree that Contractor is not responsible for any damage caused to buried lines, pipes or other materials that are not at least twenty-four inches beneath the surface of the ground. The parties also agree that Contractor shall not perform any kind of soil or ground study, and is not responsible for any unknown subsurface conditions. The parties agree that encountering such conditions may cause the contract price to increase from the Estimate. Additionally, while Contractor will use as much caution and care as possible, the parties agree Contractor shall not be responsible for any cracks caused to driveways or other existing hardened paths due to the use of heavy equipment or machinery. The parties also agree that Contractor will provide permits from the City of Marshalltown necessary for the project.

This Agreement shall be governed by Iowa law. Should any provision of it be deemed by a court of competent jurisdiction to be unenforceable, that portion shall be severed and the rest of the Agreement shall still apply. Client shall indemnify and hold Contractor harmless from all claims (including attorneys' fees, costs, and expenses of defending against such claims) arising or alleged to arise from the acts or omissions of Client, its officers, agents, employees, licensees, invitees, or contractors. Contractor shall indemnify and hold Client harmless from all claims (including attorneys' fees, costs, and expenses of defending against such claims) arising or alleged to arise from the acts or omissions of Contractor, its officers, agents, employees, licensees, invitees, or contractors. Each party shall be solely responsible for the acts and omissions of its own officers, agents, employees, licensees, invitees, or contractors.

Ciro DiIorio

Ciro DiIorio Masonry and Landscaping, LLC

Customer Signature

Date