

CONTRACT NO. _____

DATE _____

CONTRACT

THIS CONTRACT, made and entered into at City Hall this ____ day of _____, 2026, by and between the City of Independence, Iowa by its City Council upon order of its City Council hereinafter called the "Jurisdiction," and **Tschiggfrie Excavating Company**, hereinafter called the "Contractor."

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk. This contract includes all contract documents. The work under this contract shall be constructed in accordance with the SUDAS Standard Specifications, Latest Edition, and as further modified by the supplemental specifications and special provisions included in said contract documents, and the Contract Attachment - Item 1: General, which is attached hereto. The Contractor further agrees to complete the work in strict accordance with said contract documents, and to guarantee the work as required by law, for the time required in said contract documents, after its acceptance by the Jurisdiction.

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices shown on the Contract Attachment - Item 2: Bid Items, Quantities, and Prices, which were proposed by the Contractor in its proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvements:

**2026 Street Rehabilitation
Independence, Iowa**

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of **Six hundred seventy seven thousand three hundred twenty six and 90/100** dollars (**\$677,326.90**), which amount shall constitute the required amount of the performance, maintenance, and payment bond. The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written notice to proceed by the Jurisdiction and to fully complete the project by **October 1, 2026** and to pay liquidated damages for noncompliance with said completion provisions at the rate of **\$500.00** for each calendar day thereafter that the work remains incomplete.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.

JURISDICTION

CONTRACTOR

By City of Independence , Iowa

Tschiggfrie Excavating Company

Contractor

(Seal)
ATTEST:

By *Don Cowg*
Signature

Project Manager
Title

FORM APPROVED BY:

425 Julien Dubuque Drive

Street Address

Dubuque, Iowa 52003

City, State, Zip Code

563-557-7450

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C0992-40 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.

2. Out-of-State Contractors:

A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the division of labor services of the department of workforce development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.

B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

NOTE: All signatures on this contract must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.

CORPORATE ACKNOWLEDGMENT

State of Iowa)
) SS
Dubuque County)

On this 25th day of February, 2026, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Dan Gansen and, to me known, who, being by me duly sworn, did say that they are the General Superintendent, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) ~~(the seal affixed thereto is the seal of)~~ the corporation; that said instrument was signed ~~(and sealed)~~ on behalf of the corporation by authority of this Board of Directors; that Dan Gansen and acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.


Notary Public in and for the State of Iowa
My commission expires 04-04, 20 28

PARTNERSHIP ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this ____ day of _____, 20 ____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ to me personally known, who being by me duly sworn, did say that the person is one of the partners of _____, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____, 20 ____

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this ____ day of _____, 20 ____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known to be the identical person(s) named in and who executed the foregoing instrument, and

(See Attached Proposal)

PROPOSAL

PROPOSAL ATTACHMENT: PART C – BID ITEMS, QUANTITIES, AND PRICES

This is a UNIT BID PRICE CONTRACT. The bidder must provide the Bid Price(s), any Alternate Price(s), and the Total of the Base Bid plus any Add-Alternates in this Proposal Attachment: Part C – Bid Items, Quantities, and Prices the total of the base bid plus any alternates selected by the Jurisdiction shall be used only for comparison of bids. The total of the Base Bid plus any Add-Alternates shall be used for determining the sufficiency of the bid security.

<u>No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
1.	Manhole Adjustment, Minor	14 Each	\$ <u>1,600.00</u>	\$ <u>22,400.00</u>
2.	PCC Curb and Gutter, 24"	705 LF	\$ <u>34.00</u>	\$ <u>23,970.00</u>
3.	HMA Standard Traffic, Intermediate Course ½ in. mix	15,181 SY	\$ <u>9.40</u>	\$ <u>142,701.40</u>
4.	HMA Standard Traffic, Surface Course, ½ in. mix	17,232 SY	\$ <u>9.40</u>	\$ <u>161,980.80</u>
5.	Removal of Driveway	114 SY	\$ <u>14.00</u>	\$ <u>1,596.00</u>
6.	Removal of Sidewalk	50 SY	\$ <u>13.00</u>	\$ <u>650.00</u>
7.	Sidewalk, PCC, 6 in.	50 SY	\$ <u>74.00</u>	\$ <u>3,700.00</u>
8.	Driveway, PCC, 6 in.	114 SY	\$ <u>83.00</u>	\$ <u>9,462.00</u>
9.	Subbase Over-Excavation	1,757 SY	\$ <u>13.00</u>	\$ <u>22,841.00</u>
10.	HMA Full Depth Patch	1,757 SY	\$ <u>89.00</u>	\$ <u>156,373.00</u>
11.	Milling	3,856 SY	\$ <u>8.00</u>	\$ <u>30,848.00</u>
12.	Curb and Gutter Removal	705 LF	\$ <u>6.50</u>	\$ <u>4,582.50</u>
13.	Traffic Control	1 LS	Lump Sum	\$ <u>6,400.00</u>
14.	Cracking and Seating of PCC Pavement	17,859 SY	\$ <u>2.80</u>	\$ <u>50,005.20</u>
15.	Conventional Type 1 Seeding, Fertilizing, & Mulching	1 LS	Lump Sum	\$ <u>4,100.00</u>
16.	Mobilization	1 LS	Lump Sum	\$ <u>33,500.00</u>
17.	Temporary Granular Surfacing	9 SY	\$ <u>13.00</u>	\$ <u>117.00</u>
18.	Painted Pavement Markings	1 LS	\$ <u>2,100.00</u>	\$ <u>2,100.00</u>
TOTAL AMOUNT OF BID				\$ <u>677,326.90</u>