

CONTRACT NO. \_\_\_\_\_

DATE \_\_\_\_\_

### CONTRACT

THIS CONTRACT, made and entered into at City Hall this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Independence, Iowa by its City Council upon order of its City Council hereinafter called the "Jurisdiction," and Aspro, Inc. 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:

#### **2024 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 Three hundred seventy one thousand eight hundred forty five and 45/100 dollars (\$371,845.45) 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, 2024** 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

By City of Independence, Iowa

(Seal)

ATTEST:

Charity Johnson

FORM APPROVED BY:

\_\_\_\_\_

CONTRACTOR

Aspro, Inc.

Contractor

By

Bud Blah

Signature

Vice President

Title

3613 Texas Street, PO Box 2620

Street Address

Waterloo, Iowa 50704

City, State, Zip Code

319-232-6537

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C 0 9 4 7 - 4 0 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)  
Black Hawk) SS  
County)

On this 15<sup>th</sup> day of February, 20 24, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Brad Blough and N/A, to me known, who, being by me duly sworn, did say that they are the Vice President, and N/A, 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 Brad Blough and N/A acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.



Christy Johnson  
Notary Public in and for the State of Iowa  
My commission expires July 29, 20 25

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 acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
My commission expires \_\_\_\_\_, 20 \_\_\_\_

## LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of \_\_\_\_\_ )  
 ) SS  
\_\_\_\_\_ County)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me a Notary Public in and for said county, personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn did say that person is \_\_\_\_\_ of said \_\_\_\_\_, that (the seal affixed to said instrument is the seal of said \_\_\_\_\_ OR no seal has been procured by the said) \_\_\_\_\_, and that said instrument was signed and sealed on behalf of the said \_\_\_\_\_, by authority of its managers and the said \_\_\_\_\_ acknowledged the execution of said instrument to be the voluntary act and deed of said \_\_\_\_\_, by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
My commission expires \_\_\_\_\_, 20 \_\_\_\_\_

### CONTRACT ATTACHMENT: ITEM 1 - GENERAL

The Jurisdiction should provide detailed information here regarding any additional contract requirements.

### CONTRACT ATTACHMENT: ITEM 2 - BID ITEMS AND QUANTITIES

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices tabulated below as proposed by the Contractor in its proposal submitted in accordance with notice to bidders and notice of public hearing. All quantities are subject to revision by the Jurisdiction. Quantity changes that amount to 20% or less of the amount bid shall not affect the unit bid price.

This space is provided for the Jurisdiction to list the bid items and cost information from the low bidders proposal.

**(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	8 Each	\$ <u>3,000.00</u>	\$ <u>24,000.00</u>
2.	PCC Curb and Gutter, 24"	250 LF	\$ <u>30.00</u>	\$ <u>7,500.00</u>
3.	HMA Standard Traffic, Intermediate Course ½ in. mix	11,008 SY	\$ <u>7.50</u>	\$ <u>82,560.00</u>
4.	HMA Standard Traffic, Surface Course, ½ in. mix	12,659 SY	\$ <u>7.67</u>	\$ <u>97,094.53</u>
5.	Removal of Driveway	9 SY	\$ <u>18.00</u>	\$ <u>162.00</u>
6.	Removal of Sidewalk	10 SY	\$ <u>18.00</u>	\$ <u>180.00</u>
7.	Sidewalk, PCC, 6 in.	10 SY	\$ <u>58.50</u>	\$ <u>585.00</u>
8.	Driveway, PCC, 6 in.	9 SY	\$ <u>58.50</u>	\$ <u>526.50</u>
9.	Subbase Over-Excavation	638 SY	\$ <u>21.00</u>	\$ <u>13,398.00</u>
10.	HMA Full Depth Patch	638 SY	\$ <u>90.00</u>	\$ <u>57,420.00</u>
11.	Milling	1,743 SY	\$ <u>6.10</u>	\$ <u>10,632.30</u>
12.	Curb and Gutter Removal	250 LF	\$ <u>8.00</u>	\$ <u>2,000.00</u>
13.	Traffic Control	1 Each	Lump Sum	\$ <u>10,000.00</u>
14.	Cracking and Seating of PCC Pavement	11,008 SY	\$ <u>3.39</u>	\$ <u>37,317.12</u>
15.	Conventional Type 1 Seeding, Fertilizing, & Mulching	1 Each	Lump Sum	\$ <u>4,000.00</u>
16.	Mobilization	1 Each	Lump Sum	\$ <u>24,200.00</u>
17.	Temporary Granular Surfacing	9 SY	\$ <u>30.00</u>	\$ <u>270.00</u>
<b>TOTAL AMOUNT OF BID</b>				<b>\$ <u>371,845.45</u></b>