

## CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 15th day of June, 2020, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and Castrejon, Inc., 9201 Isanti St. NE, Blaine, MN, 55449, hereinafter called the "Contractor."

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvements 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, Most Recent Edition, and as further modified by the Supplemental Specifications and Special Provisions included in said Contract Documents. 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: Bid Items, Quantities, and Prices, which were proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders for the following described improvements:

### **E FIRST STREET FIBER OPTIC UPGRADE PROJECT**

**The E First Street Fiber Optic Upgrade Project includes installation of a new 96-ct single mode fiber optic cable along E First Street from the intersection of Ankeny Boulevard to the intersection of E Delaware Avenue in the City of Ankeny. Also included within the project is conduit and handhole installation along the corridor from the MercyOne Clinic intersection to the E Delaware Avenue intersection.**

**The construction improvements include installation of conduit, tracer wire, pull tape, and handholes from the MercyOne Clinic intersection to the E Delaware Avenue intersection. Project includes an estimated 6,590 LF of 96-ct fiber optic cable (provided by the City) and 2,210 LF of 2" HDPE conduit. Other associated improvements include traffic control, mobilization, and miscellaneous associated work necessary to complete the project.**

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of thirty-seven thousand seven hundred seventy DOLLARS (\$ 37,770.00 ), which amount shall constitute the required amount of the Performance, Payment, and Maintenance 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 as described in the Notice to Bidders no later than **October 30, 2020** and to pay liquidated damages for noncompliance with said completion provisions at the rate of **Five Hundred Dollars (\$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: \_\_\_\_\_

(Seal)  
ATTEST:

\_\_\_\_\_

**CONTRACTOR:**

\_\_\_\_\_  
Castrejon, Inc.

Contractor

By: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
9201 Isanti St NE

Street Address

\_\_\_\_\_  
Blaine, MN 55449

City, State, Zip Code

\_\_\_\_\_  
763-450-2055

Telephone

**CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:**

1. All Contractors: The Contractor shall enter its Public Registration Number \_\_\_\_\_ - \_\_\_\_\_ 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 Iowa 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.

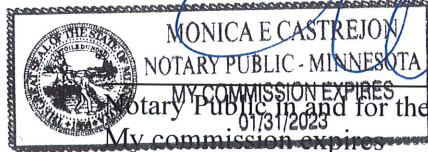
**NOTE:**

1. All signatures on this Contract must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.

CORPORATE ACKNOWLEDGEMENT

State of Minnesota )  
 ) SS  
Anoka County)

On this 10 day of June, 2020, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, personally appeared Paul Castrejon and \_\_\_\_\_, to me known, who, being by me duly sworn, did say that they are the \_\_\_\_\_, and \_\_\_\_\_, 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 President 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 \_\_\_\_\_  
My commission expires Jan 31, 2020

PARTNERSHIP ACKNOWLEDGEMENT

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 ACKNOWLEDGEMENT

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 ACKNOWLEDGEMENT

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: BID ITEMS, QUANTITIES, AND PRICES

This Contract is award 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 the Notice to Bidders. All quantities are subject to revision by the Jurisdiction. Quantity changes that amount to twenty percent (20%) or less of the amount bid shall not affect the unit bid price.

ITEM NO.	ITEM	UNIT	TOTAL	UNIT PRICE	TOTAL PRICE
1	2" HDPE Conduit	LF	2,210	\$10.00	\$22,100.00
2	Fiber Optic Cable 96-ct SM (Install Only)	LF	6,590	\$1.00	\$6,590.00
3	Splice	EA	36	\$40.00	\$1,440.00
4	Splice Case	EA	3	\$700.00	\$2,100.00
5	Termination	EA	48	\$40.00	\$1,920.00
6	Handhole, Type III, 24" x 36"	EA	2	\$	\$1,920.00
7	Mobilization	LS	1	\$	\$1,700.00
8	Traffic Control	LS	1	\$	\$ -

**TOTAL AMOUNT BID =**

**\$37,770.00**