

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 10 th day of June, 20 20, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and Castrejon Incorporated, 9201 Isanti street BE, 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:

FIBER OPTIC CONNECTION TO PUBLIC SERVICES BUILDING

The Fiber Optic Connection to Public Services Building project includes installing fiber optic cable to the City of Ankeny Public Services Building located at 1210 NW Prairie Ridge Drive. The fiber optic route extends from W 1st Street to NW 18th Street, and is located in existing City of Ankeny right-of-way or existing City of Ankeny property.

The construction improvements include installation of approximately 12,000 LF of City-provided 96-count fiber optic cable, removal of an existing fiber optic hub cabinet and approximately 1,150 LF of existing fiber optic cable, providing and installing three (3) splice cases and completing approximately 450 fusion splices. Other associated improvements include fiber optic cable testing, restoration and any 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 five thousand two hundred fifty opne dls 25/100 DOLLARS (\$), 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.

The Contractor shall substantially complete the project within **six (6) weeks** commencing on a mutually-agreed upon date after the interior of the new Public Services Building becomes available to install the remaining fiber optic cable and splice the fiber optic cable. Full building access is anticipated to be **September 1, 2020**. Substantially complete shall be defined as all fiber optic cable installed, all fiber optic splices complete and satisfactory operation of the fiber optic network. The Contractor shall fully complete the project within **ten (10) working days** after substantial completion. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

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

JURISDICTION:

By: _____

(Seal)
ATTEST:

CONTRACTOR:

CASTRETON INC.
Contractor

By: [Signature]
Signature

President
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.

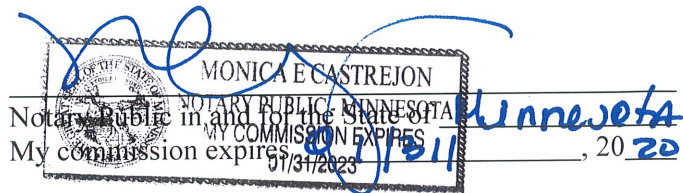
NOTE:

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 Minnesota, personally appeared Reet Castrejon and President, to me known, who, being by me duly sworn, did say that they are the President, and Castrejon Inc., 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 Castrejon Inc. and Castrejon Inc. acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.



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____

PROPOSAL

FIBER OPTIC CONNECTION TO PUBLIC SERVICES BUILDING

Contact: Tom Dozler

Item No.	Item	Unit	Total	Unit Price	Total Price
	TRAFFIC CONTROL				
8.1	Install One (1) - Fiber Optic Cable (96-count or less)	LF	11,095	\$ 1.25	\$ 13,868.75
8.2	Install Two (2) - Fiber Optic Cable (96-count or less)	LF	725	\$ 2.50	\$ 1,812.50
8.3	Removal of Existing Fiber Optic Cable (48-count or less)	LF	1,150	\$ 1.00	\$ 1,150.00
8.4	Removal of Existing Fiber Optic Hub Cabinet	EA	1	\$ 300.00	\$ 300.00
8.5	Provide and Install Splice Case	EA	3	\$ 700.00	\$ 2,100.00
8.6	Fiber Optic Cable Fusion Splices	EA	444	\$ 30.00	\$ 13,320.00
8.7	Temporary Traffic Control	LS	1	\$	\$
	MISCELLANEOUS				
11.1	Mobilization	LS	1	\$2,700.00	\$2,700.00

TOTAL AMOUNT BID = **\$ 35,251.30**