

CONTRACT

CONTRACT NO. _____
DATE _____

THIS CONTRACT, made and entered into at Knoxville, Iowa this 6th day of February, 2023, by and between the City of Knoxville, Iowa by its Mayor, upon order of its City Council hereinafter called the "Jurisdiction," and Cushman Excavation, LLC, 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, 2022 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 - 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:

Edwards Park Improvements

The work involves making improvements to the drainage at Edwards Park, including the replacement of the outlet structure, removal of 144 LF of pipe, placement of 150 LF of storm sewer, placement of 168 tons of riprap, grading, and seeding.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of One Hundred Seventy-Nine Thousand Three Hundred Eighteen and 90/100 dollars (\$ 179,318.90) which amount shall constitute the required amount of the performance, maintenance, and payment bond. The Contractor agrees to commence work under this contract upon issuance of a written notice to proceed and to fully complete the project no later than September 30, 2023__; and to pay liquidated damages for noncompliance with said completion provisions at the rate of Five Hundred & 00/100 dollars (\$500.00) for each calendar day thereafter that the work remains incomplete.

(CON'T – CONTRACT) Project Name Edwards Park Improvements

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

JURISDICTION

CONTRACTOR

By _____

Contractor

(Seal)

ATTEST:

By _____

Signature

Title

FORM APPROVED BY:

Attorney for Jurisdiction

Street Address

City, State, Zip Code

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 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.

FEDERAL WORK ELIGIBILITY

Prior to entering into contract, submit documentation showing all contractors and sub-contractors are pre-verified as eligible to work on federally funded projects.

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

(CON'T – CONTRACT) Project Name Edwards Park Improvements

CORPORATE 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, 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 _____ 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 _____, 20 ____

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 ____

(CON'T – CONTRACT) Project Name Edwards Park Improvements

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 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.

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
1	CLEARING AND GRUBBING	LS	1	\$ 3,000.00	\$ 3,000.00
2	TOPSOIL, ON-SITE	CY	810	\$ 20.00	\$ 16,200.00
3	EXCAVATION CLASS 10, REUSE ON SITE	CY	731	\$ 20.00	\$ 14,620.00
4	EXCAVATION CLASS 10, HAUL OFF SITE	CY	110	\$ 35.00	\$ 3,850.00
5	EXCAVATION CLASS 13, HAUL OFF SITE	CY	20	\$ 35.00	\$ 700.00
6	STORM SEWER, TRENCHED, LHRCP (ASTM C361) CLASS D25 4 1/2 INCH WALL, 42 INCH	LF	150	\$ 370.70	\$ 55,605.00
7	REMOVAL OF STORM SEWER, SIZE VARIES	LF	144	\$ 7.00	\$ 1,008.00
8	PIPE APRON, TYPE I, 42 INCH RCP	EA	1	\$ 3,600.00	\$ 3,600.00
9	FOOTING FOR CONCRETE PIPE APRON, 42 INCH	EA	1	\$ 1,500.00	\$ 1,500.00
10	PIPE APRON GUARD, 42 INCH	EA	1	\$ 3,000.00	\$ 3,000.00
11	INTAKE, MODIFIED SW-401, 72 INCH	EA	1	\$ 23,400.00	\$ 23,400.00
12	CONTECH STORMRAX PYRAMID RACK FOR 72 INCH CONCRETE PIPE	EA	1	\$ 5,200.00	\$ 5,200.00
13	CURB AND GUTTER, MATCH EXISTING	LF	20	\$ 60.00	\$ 1,200.00
14	REMOVAL OF SIDEWALK	SY	10	\$ 30.00	\$ 300.00
15	REMOVAL OF CURB	LF	20	\$ 50.00	\$ 1,000.00
16	SIDEWALK, PCC, MATCH EXISTING	SY	10	\$ 50.00	\$ 500.00
17	CONVENTIONAL SEEDING AND MULCHING, TYPE 1 PERMANENT LAWN	AC	1	\$ 5,000.00	\$ 5,000.00
18	CONVENTIONAL SEEDING AND MULCHING, TYPE 4 URBAN TEMP EROSION CONTROL	AC	1.5	\$ 2,000.00	\$ 3,000.00
19	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING, TYPE 2	AC	0.5	\$ 4,500.00	\$ 2,250.00

CONTRACT ATTACHMENT

Project Name Edwards Park Improvements

20	SWPPP PREPARATION	LS	1	\$ 1,500.00	\$ 1,500.00
21	SWPPP MANAGEMENT	LS	1	\$ 3,000.00	\$ 3,000.00
22	WATTLE, 9 INCH, NATURAL FIBER ONLY	LF	1,110	\$ 2.50	\$ 2,775.00
23	WATTLE, REMOVAL	LF	1,110	\$ 0.50	\$ 555.00
24	TEMPORARY RECP TYPE 1.C	SY	4,865	\$ 1.30	\$ 6,324.50
25	RIP RAP, CLASS B, OUTLET STILLING BASIN	TON	160	\$ 18.25	\$ 2,920.00
26	RIP RAP, CLASS E	TON	8	\$ 112.50	\$ 900.00
27	STABILIZED CONSTRUCTION ENTRANCE	SY	123	\$ 31.80	\$ 3,911.40
28	CONSTRUCTION SURVEY	LS	1	\$ 7,000.00	\$ 7,000.00
29	MOBILIZATION	LS	1	\$ 5,500.00	\$ 5,500.00

TOTAL CONSTRUCTION COST \$ \$179,318.90