

CONTRACT
City of Johnston
Lew Clarkson Park Dugout Replacement

The city of Johnston Parks & Recreation Department is looking to replace the dugouts of six (6) baseball fields at Lew Clarkson Park, 7501 NW 54th Ave, Johnston, IA. The project includes the demolition and removal of the six (6) existing dugouts including concrete, fencing, and wood dugouts. Replacement of the dugouts include grade, pouring, and broom finish of concrete slabs, dugout cages, steel frames, integrated with fencing system, wood frame joists and structure, and corrugated steel roofs (all wood areas are covered in steel). Each dugout should include an installed aluminum team dugout bench with backrest and rear shelf, ten (10) dugouts have 21'benches and two (2) dugouts have 15'benches. Bench example - <https://www.belson.com/Team-Dugout-Benches-with-Backrest-and-Rear-Shelf>

Dugout dimensions for each field are as follows –

Golden Rule Field – 10'x30' concrete slab and dugout fencing (7' tall on back and sides, 9' tall on the front) and steel roof

Bob Brown Field - 10'x30' concrete slab and dugout fencing (7' tall on back and sides, 9' tall on the front) and steel roof

Doctors Now Field - 10'x30' concrete slab and dugout fencing (7' tall on back and sides, 9' tall on the front) and steel roof

United Field - 12'x30' concrete slab and dugout fencing (7' tall on back and sides, 9' tall on the front) and steel roof

Avaux Field - 12'x30' concrete slab and dugout fencing (7' tall on back and sides, 9' tall on the front) and steel roof

Mortgage Field - 7'x22' concrete slab and dugout fencing (7' tall on back and sides, 9' tall on the front) and steel roof

For any questions or to tour the fields please contact –

Geoff Hubbard
Parks & Recreation Director
City of Johnston
515-727-8091
ghubbard@cityofjohnston.com

Bids are due October 24 at 12pm (noon) and should be in a sealed envelope titled "Lew Clarkson Dugouts" and sent to –

City of Johnston
Attn: Geoff Hubbard
6221 Merle Hay Road
Johnston, IA 50263

Contract will be awarded to the lowest responsive, responsible quotation. A performance and payment bond is required. Contract will be awarded at the November 3, 2025 City Council Meeting. Projection timeline is completion by March 31, 2025

CONTRACT CONT.

Project No.

CONTRACT NO. _____

DATE _____

THIS CONTRACT, made and entered into at _____ this _____ day of _____, _____, by and between the City of Johnston, Iowa by its City Administrator, upon order of its City Council hereinafter called the "Owner," and _____, 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 City, in the office of the _____. This contract includes all Contract Documents.

The term "Contract Documents" means and includes the following:

- A. Notice To Bidders and Notice of Public Hearing**
- B. Instructions to Bidders**
- C. Proposal**
- D. Bid Bond**
- E. Contract**
- F. Performance, Payment, and Maintenance Bond**
- G. Regulations of the Contract**
- H. Supplemental Regulations**
- I. Special Conditions**
- J. Detailed Specifications**
- K. Plans Numbered A.1 through W.03.**
- L. Standard Drawings**
- M. Addenda Number ____ through ____.**
- N. Change Orders Number ____ through ____.**
- O. Notice to Proceed**

The work under this contract shall be constructed in accordance with the SUDAS Standard Specifications, 2023 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 City.

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:

XX

Construction of the THE LEW CLARKSON PARK DUGOUTS including all materials, labor and equipment necessary for the installation of approximately: The project includes the demolition and removal of the six (6) existing dugouts including concrete, fencing, and wood dugouts. Replacement of the dugouts include grade, pouring, and broom finish of concrete slabs, dugout cages, steel frames, integrated with fencing system, wood frame joists and structure, and corrugated steel roofs (all wood areas are covered in steel). Each dugout should include an installed aluminum team dugout bench with backrest and rear shelf, ten (10) dugouts have 21'benches and two (2) dugouts have 15' benches.

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United Field - 12'x30' concrete slab and dugout fencing (7' tall on back and sides, 9' tall on the front) and steel roof

Avaux Field - 12'x30' concrete slab and dugout fencing (7' tall on back and sides, 9' tall on the front) and steel roof

Mortgage Field - 7'x22' concrete slab and dugout fencing (7' tall on back and sides, 9' tall on the front) and steel roof

The Contractor agrees to perform said work for and in consideration of the City's payment of the bid amount of _____

_____ 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 City and to fully complete the project by March 30, 2026; and to pay liquidated damages for noncompliance with said completion provisions at the rate of Seven Hundred Fifty Dollars (\$750.00) for each calendar day thereafter that the work remains incomplete.

CONTRACT CONT.**Project No.**

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

OWNER

CONTRACTOR

By _____

Contractor(Seal)
ATTEST:By _____
Signature

Title

FORM APPROVED BY:

Attorney for Owner_____
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.

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 _____)
 _____) 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 ____

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 CONT.**Project No.**

SURETY BOND NO. _____

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal (hereinafter the "Contractor" or "Principal" and _____, as Surety are held and firmly bound unto _____ CITY OF JOHNSTON, IOWA _____, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of

_____ dollars (\$_____), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the _____ day of _____, _____, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

Lew Clarkson Park Dugouts

Construction of the SIX FIELDS OF DUGOUTS including all materials, labor and equipment necessary for the installation of approximately:

The project includes the demolition and removal of the six (6) existing dugouts including concrete, fencing, and wood dugouts. Replacement of the dugouts include grade, pouring, and broom finish of concrete slabs, dugout cages, steel frames, integrated with fencing system, wood frame joists and structure, and corrugated steel roofs (all wood areas are covered in steel). Each dugout should include an installed aluminum team dugout bench with backrest and rear shelf, ten (10) dugouts have 21' benches and two (2) dugouts have 15' benches.

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CONTRACT CONT.**Project No.**

Avaux Field - 12'x30' concrete slab and dugout fencing (7' tall on back and sides, 9' tall on the front) and steel roof

Mortgage Field - 7'x22' concrete slab and dugout fencing (7' tall on back and sides, 9' tall on the front) and steel roof

(CON'T – PERFORMANCE, PAYMENT, AND MAINTENANCE BOND)

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:

- A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of 4.0 year (s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
- B. To keep all work in continuous good repair; and
- C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

(CON'T – PERFORMANCE, PAYMENT, AND MAINTENANCE BOND)

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
- B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that

all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any “outlay and expense” in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety’s obligation under this bond shall not exceed 125% of the penal sum of this bond.

(CON'T – PERFORMANCE, PAYMENT AND MAINTENANCE BOND)

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in the Iowa District Court for Polk County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

CONTRACT CONT.

Project No.

Project No. _____

(CON'T – PERFORMANCE, PAYMENT, AND MAINTENANCE BOND)

Witness our hands, in triplicate, this _____ day of _____, _____.

Surety Countersigned By:

PRINCIPAL:

Signature of Agent

Contractor

By: _____

Signature

Printed Name of Agent

Title

Company Name

SURETY:

Company Address

Surety Company

City, State, Zip Code

By: _____

Signature Attorney-in-Fact Officer

Company Telephone Number

Printed Name of Attorney-in-Fact Officer

CONTRACT CONT.

Project No.

Company Name

Company Address

FORM APPROVED BY:

City, State, Zip Code

Attorney for Owner

Company Telephone Number

NOTE:

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.