



1459 Washington St.  
Muscatine, IA 52761-5040  
(563) 263-8933  
Fax (563) 263-2127

**Public Works**

**City Transit**  
263-8152

MEMORANDUM

**Equipment Maintenance**  
**Roadway Maintenance**  
**Collection & Drainage**  
**Building & Grounds**  
**Engineering**

To: Mayor and City Council Members

CC: Gregg Mandsager, City Administrator

FROM: Brian Stineman, Director of Public Works

DATE: July 29, 2019

RE: Resolution Approving Contract and Bond for 2019 Asphalt Alley Program

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**INTRODUCTION:**

The City of Muscatine Public Works Department has compiled a list of alleys to be asphalt overlaid this current fiscal year (FY 2019/20). Bids were received on July 29, 2019.

**BACKGROUND:**

Bids were received on June 20, 2019. The bids were tabbed and evaluated. Although the bid from Pro-Paving was low their proposal as submitted was non-compliant with city bid specifications. Due to this staff recommended awarding to the next lowest bidder. City Council awarded the contract to Taylor Ridge Paving & Construction from Andalusia, Illinois at their meeting on July 18, 2019. This contract is an indefinite delivery, indefinite quantity contract. This contract will be modified as needed to fit within the budget set for it.

**RECOMMENDATION/RATIONALE:**

City staff requests the adoption of a resolution to approve the contract and bond to allow for the start of the project as soon as possible.

**BACKUP INFORMATION:**

Contract, and bond for project.

**RESOLUTION \_\_\_\_\_**

**APPROVING CONTRACT AND BOND  
2019 ASPHALT ALLEY PROGRAM**

WHEREAS, this Council has awarded the contract for the 2019 Asphalt Alley Program to Taylor Ridge Construction dated the 1<sup>st</sup> day of August, 2019, in the amount of \$208,459.59; and

WHEREAS, this Council has authorized and directed the Mayor and City Clerk to enter into a written contract for this project with said contractor, subject to final approval by this Council; and

WHEREAS, the contract and bond has been examined by this Council;

NOW, THEREFORE, IT IS RESOLVED that:

1. The above contract between the City of Muscatine, Iowa and Taylor Ridge Construction dated the 1<sup>st</sup> day of August, 2019, in the amount of \$208,459.59 is approved.
2. The performance bond accompanying such contract, wherein Taylor Ridge Construction appears as principal and United Fire & Casualty appears as surety, is approved.

The original executed contract and performance bond shall be placed on file in the office of the City Clerk.

PASSED, APPROVED AND ADOPTED THIS 1<sup>st</sup> DAY OF AUGUST, 2019.

\_\_\_\_\_  
Diana Broderson, Mayor

ATTEST:

\_\_\_\_\_  
Gregg Mandsager, City Administrator

**CITY OF MUSCATINE  
2019 ASPHALT ALLEY PROGRAM  
CONTRACT**

THIS AGREEMENT, made and entered into this 29<sup>th</sup> day of July, 2019, by and between the City of Muscatine, Iowa, party of the first part, hereinafter referred to as the "City" and Taylor Ridge Construction, party of the second part, hereinafter referred to as the "Contractor".

**WITNESSETH**

That the Contractor and the City for the consideration stated herein mutually agree as follows:

ARTICLE 1: Statement of work. The Contractor shall furnish all supervision, technical, personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services and perform all work required for the construction of the 2019 Asphalt Alley Program, Muscatine, Iowa, all in strict accordance with the Contract Documents prepared by the City of Muscatine, Department of Public Works.

ARTICLE 2. The City will pay the Contractor for the performance of the contract, from funds legally available for that purpose. Payment will be made on the basis of an estimate equal to ninety-five (95) percent of the contract price, including materials, subject to approval of the City. The balance of the five (5) percent due to the Contractor will be made no earlier than thirty (30) days from the final acceptance of said work by the City.

The Contractor shall provide surety bond in the amount of 100% of the contract and shall guarantee the maintenance of the improvement for a period of two (2) years after its completion and acceptance by the City.

The contract shall be completed by October 31, 2019.

The contract amount is \$208,459.59.

ARTICLE 3. Contract: The executed contract documents shall consist of the following:

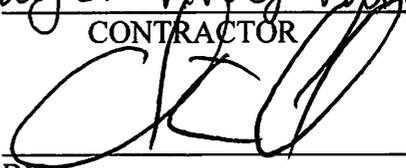
- |                           |                            |
|---------------------------|----------------------------|
| a. This Agreement         | f. Signed Copy of Proposal |
| b. Addenda Numbers (none) | g. Special Conditions      |
| c. Plans                  | h. Detailed Specifications |
| d. Notice to Bidders      |                            |
| e. Instruction to Bidders |                            |

THIS AGREEMENT, together with other documents enumerated in this ARTICLE 3, with said other documents are as fully a part of the contract as if hereto attached or herein repeated, forms the contract between the parties hereto. In the event that any provision in any component part of this contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties thereto have caused this AGREEMENT to be executed in triplicate original copies on the date and year first above written.

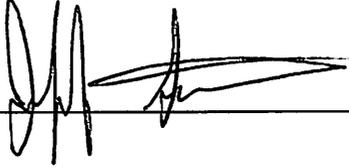
CITY OF MUSCATINE, IOWA

\_\_\_\_\_  
By: Diana Broderson, Mayor

Taylor Ridge Paving & Construction  
CONTRACTOR  
  
BY: \_\_\_\_\_

V. President  
TITLE

ATTEST: \_\_\_\_\_  
By: Gregg Mandsager, City Administrator

ATTEST:   
Project Manager  
TITLE

**PERFORMANCE AND PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS THAT, a Principal, hereinafter called the Contractor and

**UNITED FIRE AND CASUALTY COMPANY 118 SECOND AVE. SE, CEDAR RAPIDS, IA. 52401**

(Here insert the legal title of Surety)

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Muscatine, Muscatine County, Iowa as obligee, hereinafter called the Owner, in the amount of Two hundred eight thousand four hundred fifty-nine DOLLARS and fifty-nine CENTS (\$208,459.59) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated July 29, 2019, entered into a Contract with Owner for the

**2019 ASPHALT ALLEY PROGRAM**

in accordance with drawings and specifications prepared by the Department of Public Works, City of Muscatine, Iowa, which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then the obligation of this bond shall be null and void; otherwise it shall remain in full force and effect.

A. The Surety hereby waives notice of any alteration by Owner to be, in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession or defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

B. The Contractor and his surety shall be obligated to remedy any defects in workmanship or materials that may develop in the improvements covered by this bond for a period of

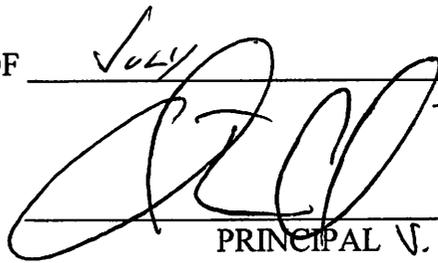
two (2) years from the date of acceptance of the improvements by the owner.

- C. Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.
- D. No right of action shall accrue to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

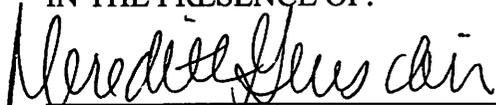
IT IS A FURTHER CONDITION OF THIS OBLIGATION that the principal and surety shall, in accordance with the provisions of Chapter 573 of the Code of Iowa, pay to all persons, firms or corporations having contracts directly with the principal or with subcontractors all just claims due them for labor performed or materials furnished in the performance of the contract on account of which this bond is given.

The provisions of Chapter 573, Code of Iowa, are a part of this bond to the same extent as if they were expressly set out herein.

SIGNED AND SEALED THIS 31st DAY OF JULY, 2019  
A.D. 2019.

  
Taylor Ridge  
Paving +  
Construction  
PRINCIPAL V. President

IN THE PRESENCE OF:

  
WITNESS

TITLE  
UNITED FIRE AND CASUALTY COMPANY  
SURETY

  
JAMES WAGNER ATTORNEY-IN-FACT  






UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA  
 CERTIFIED COPY OF POWER OF ATTORNEY  
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department  
 118 Second Ave SE  
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

MIKE SMITH, RANDY SCHWANZ, GENE KRISMANITS, LANCE VANDEEST, JAMES WAGNER KENT UNWIN, JEREMY RICHARD, MARC ENGELS, JOHANNA M. ANDERSON, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$15,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 15th day of November, 2019 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

**“Article VI – Surety Bonds and Undertakings”**

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 15th day of November, 2017



UNITED FIRE & CASUALTY COMPANY  
 UNITED FIRE & INDEMNITY COMPANY  
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*  
 Vice President

State of Iowa, County of Linn, ss:

On 15th day of November, 2017, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Patti Waddell*  
 Notary Public  
 My commission expires: 10/26/2019

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 31ST day of JULY, 2019.



By: *Mary A. Bertsch*  
 Assistant Secretary,  
 UF&C & UF&I & FPIC

