



1450 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: Randy Howell, Roadway Maintenance Supervisor

DATE: October 7, 2019

RE: Request to Approve 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 2019/2020). Bids were received on September 19, 2019.

### BACKGROUND:

The City of Muscatine Roadway Maintenance Division has compiled a list of alleys that qualify for asphalt overlay using a matrix previously developed. Bids were received on September 19, 2019. The bids were tabbed and evaluated. City Council awarded the contract to Taylor Ridge Paving & Construction from Andalusia, Illinois at their meeting on October 3, 2019, in the amount of \$96,799.10.

### 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 Paving & Construction dated the 10th day of October, 2019, in the amount of \$96,799.10; 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 10<sup>th</sup> day of October, 2019, in the amount of \$96,799.10 is approved.
2. The performance bond accompanying such contract, wherein Taylor Ridge Construction appears as principal and Western National Mutual Insurance Company 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 10<sup>th</sup> DAY OF OCTOBER, 2019.

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

ATTEST:

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

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

THIS AGREEMENT, made and entered into this 10<sup>th</sup> day of October, 2019, by and between the City of Muscatine, Iowa, party of the first part, hereinafter referred to as the "City" and Taylor Ridge Paving & 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 June 30, 2020.

The contract amount is \$96,799.10.

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

- |                           |                            |
|---------------------------|----------------------------|
| a. This Agreement         | f. Signed Copy of Proposal |
| b. Addenda Numbers _____  | g. Special Conditions      |
| c. Plans                  | h. Detailed Specifications |
| d. Notice to Bidders      | i. Standard Specifications |
| e. Instruction to Bidders | j. General Conditions      |

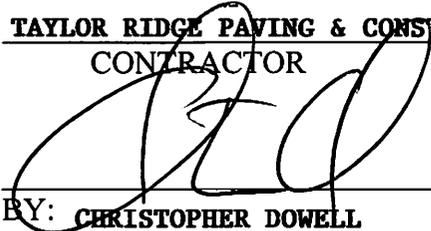
THIS AGREEMENT, together with other documents enumerated in this ARTICLE 3, with said other documents are as fully a part of the contract as if hereto attached or herein repeated, forms the contract between the parties hereto. In the event that any provision in any component part of this contract conflicts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

TAYLOR RIDGE PAVING & CONSTRUCTION CO  
CONTRACTOR

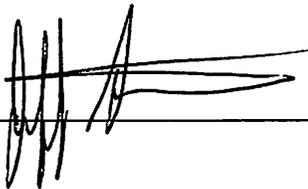
\_\_\_\_\_  
By: Diana Broderson, Mayor

  
BY: CHRISTOPHER DOWELL

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

WESTERN NATIONAL MUTUAL INSURANCE COMPANY

(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

**NINETY SIX THOUSAND SEVEN HUNDRED NINETY NINE DOLLARS AND TEN CENTS**  
DOLLARS (\$96,799.10) 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 OCTOBER 4TH, 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.

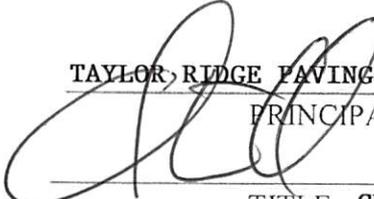
IT IS A FURTHER CONDITION OF THIS OBLIGATION that the principal and surety shall, in accordance with the provisions of Chapter 573 of the Code of Iowa, pay to all persons, firms or corporations having contracts directly with the principal or with subcontractors all just claims due them for labor performed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

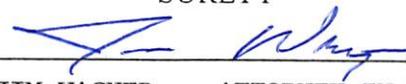
The provisions of Chapter 573, Code of Iowa, are a part of this bond to the same extent as if they were expressly set out herein.

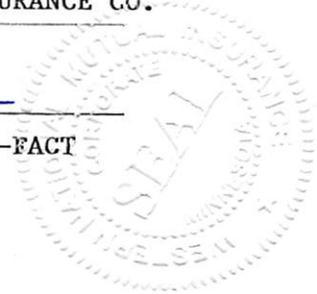
SIGNED AND SEALED THIS 4TH DAY OF OCTOBER,  
A.D. 2019.

IN THE PRESENCE OF:

  
\_\_\_\_\_  
WITNESS

  
\_\_\_\_\_  
TAYLOR RIDGE PAVING & CONSTRUCTION CO.  
PRINCIPAL  
V. PRESIDENT  
TITLE CHRISTOPHER DOWELL

\_\_\_\_\_  
WESTERN NATIONAL MUTUAL INSURANCE CO.  
SURETY  
  
\_\_\_\_\_  
JIM WAGNER ATTORNEY-IN-FACT





**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That Western National Mutual Insurance Company, a Minnesota mutual insurance company, does make, constitute and appoint: Marc Engels, Joyce Elliott, Jeremy Richard, Gen Krismanits, Kent Unwin, Randy Schwanz, Lance Van Deest, Jim Wagner, Andy Schoonover

Mike Smith, Jim Behan, Ben Uker, Johanna Anderson (Mel Foster Co. Insurance - # 9474)

Its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required) bond, undertakings recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, hazardous waste remediation bonds or black lung bonds)**, as follows:

All written instruments in an amount not to exceed an aggregate of Five Million Dollars (\$5,000,000) for any single obligation, regardless of the number of instruments issued for the obligation.

and to bind Western National Mutual Insurance Company thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on September 28, 2010. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of Western National Mutual Insurance Company on September 28, 2010:

RESOLVED that the president, any vice president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

- RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
  - (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
  - (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the Company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. IN WITNESS WHEREOF, Western National Mutual Insurance Company has caused these presents to be signed by its proper officer and its corporate seal to be affixed this 16th day of December, 2015.

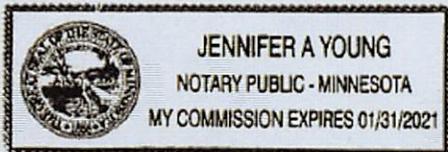
Jon R. Hebeisen, Secretary



Larry A. Byers, Sr. Vice President

STATE OF MINNESOTA, COUNTY OF DAKOTA

On this 16th day of December, 2015, personally came before me, Jon R. Hebeisen and Larry A. Byers and to me known to be the individuals and officers of the Western National Mutual Insurance Company who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally dispose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Jennifer A. Young, Notary Public  
My commission expires January 31, 2021

**CERTIFICATE**

I, the undersigned, assistant secretary of the Western National Mutual Insurance Company, a Minnesota corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

Jennifer A. Young, Assistant Secretary

Signed and sealed at the City of Edina, MN this 4TH day of OCTOBER, 2019





Rx

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