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Muscatine IA 52761-5040
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Public Works

City Transit
263-8152

MEMORANDUM

To: Mayor and City Council Members

CC: Brian Stineman, Director of Public Works

FROM: Pat Lynch, Assistant City Engineer

DATE: July 07, 2020

RE: Resolution to Approve Contract and Bond for Park Avenue 4 to 3 Lane Conversion

Equipment Maintenance
Roadway Maintenance
Collection & Drainage
Building & Grounds
Engineering

INTRODUCTION:

The Park Ave. 4 to 3 Lane Conversion Project for 2020 has progressed to the point shown on the schedule below:

SET PUBLIC HEARING FOR May 07, 2020	04-16-2020
PUBLIC HEARING/APPROVE PLANS AND SPECS	05-07-2020
SEND OUT NOTICE TO BIDDERS	N/A
RECEIVE AND OPEN BIDS	06-16-2020
RECOMMEND AWARD	07-02-2020
RESOLUTION APPROVING CONTRACT AND PERF. BOND	07-16-2020

BACKGROUND:

About a year and a half ago, the City of Muscatine entered into a design contract with Shive-Hattery to prepare construction documents for the conversion of Park Ave. from a narrow 4 lane street to a 3 lane street with a center turning lane. The Iowa Department of Transportation opened bids for this project on June 16, 2020. Three bids were received (Hawkeye Paving Corp., Brandt Construction Company & Subsidiary and Manatts, Inc.).

The bid from Manatts, Inc. for \$1,974,378.96 was the apparent low bidder. The Engineer's Opinion of Probable Construction Cost (EOPCC) for this project was \$2,284,476.07. The bid price is 86.4% of the EOPCC. The Iowa DOT is providing \$1,297,714.00 toward this project. The remainder to be shared between MP&W and the City of Muscatine.

DOT staff has prepared the contract for this project and has provided it to the City and Contractor. The Contractor has signed the contract and has submitted their insurance and bond.

RECOMMENDATION/RATIONALE:

City Staff recommends adopting a resolution to approve the contract and bond to allow for the start of the project as soon as possible.

RESOLUTION 2020-0255

**APPROVING CONTRACT AND BOND
PARK AVENUE 4 to 3 LANE CONVERSION PROJECT**

WHEREAS, this Council has awarded the contract for the Park Avenue 4 to 3 Lane Conversion Project to Manatts, Inc. dated the 2nd day of July, 2020, in the amount of \$1,974,378.96; 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 Manatts, Inc. dated the 2nd day of July, 2020, in the amount of \$1,974,278.96 is approved.
2. The performance bond accompanying such contract, wherein Manatts, Inc. appears as principal and Merchants Bonding 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 16th DAY OF JULY, 2020.

Diana Broderson, Mayor

ATTEST:

Greg Jenkins, Interim City Administrator



CONTRACTOR'S PERFORMANCE BOND

Bond Number: IAC590338
 Contract I.D.: 70-0381-015
 County: Muscatine

KNOW ALL PERSONS BY THESE PRESENTS: That we,

Manatt's, Inc.

of 1775 Old 6 Road, Box 535 Brooklyn Iowa 52211-0535

(hereinafter called the Principal) and

Merchants Bonding Company (Mutual)

of PO Box 14498 Des Moines Iowa 50306

(hereinafter called the Surety) are held and firmly bound unto the
 City of Muscatine

(Iowa DOT, County, or City name, etc.)

(hereinafter called the Contracting Authority) Iowa, in the sum of
 One Million Nine Hundred Seventy Four Thousand Three Hundred Seventy Eight Dollars and 96/100

dollars

(\$ 1,974,378.96),

lawful money of the United States, to the payment of which sum, well and truly to be made, we bind ourselves, our executors, administrators, successors, and assigns jointly and severally by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT whereas the above bounden Principal did enter into a written contract with the Contracting Authority to perform

Project Numbers: STPN-038-1(15)--2J-70, STPN-038-1(16)--2J-70, UST-038-1(17)--4A-70, HMA Resurfacing With Milling, PCC Sidewalk/Trail, HMA Resurfacing With Milling, Muscatine County

Copy of which contract, together with all of its terms, covenants, conditions, and stipulations, is incorporated herein and made a part hereof as fully and completely as if said contract were recited at length; and whereas, the principal and sureties on this bond hereby agree to pay 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, when the same are not satisfied out of the portion of the contract price which the public corporation is required to retain until completion of the public improvements, but the principal and sureties 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.

Now, if the principal shall in all respects fulfill his said contract according to the terms and tenor thereof, and shall satisfy all claims and demands incurred for the same, and shall fully indemnify and save harmless the Contracting Authority from all costs and damages which it may suffer by reason of failure to do so and shall fully reimburse and repay the Contracting Authority all outlays and expense which it may incur in making good any such default, then the obligation is to be void and of no effect: otherwise to remain in full force and effect. Every surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent without notice:

1. To any extension of time to the contractor in which to perform the contract.
2. That the bond shall remain in full force and effect until the contract is 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 is being charged against the contractor.
3. To any change in the plans, specifications, or contract, when such change does not involve an increase of more than 20 percent of the total contract price, and shall then be released only as to such excess increase.
4. That no provision of this bond or of any other contract shall be valid which limits to less than five years from the completion of the contract the right to sue on this bond for defects in work quality or material not discovered or known to the Contracting Authority at the time such work is accepted.

This bond is to be considered a performance bond and secures the Contracting Authority the right to recover from the contractor on account of material or labor entered into the work or work performed not in accordance with the contract, specifications, or plans. The contractor does not by this obligation guarantee to maintain the work for five years.



CONTRACTOR'S PERFORMANCE BOND

Bond Number: IAC590338

Contract I.D.: 70-0381-015

County: Muscatine

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 23 day of June, 20

John McKusker

Attorney-in-fact
McKusker & Associates

By: _____

Title

Principal

By: _____

Title

By: _____

Title

Address: _____

Surety

By: _____

Title

Address: _____

For contracts where a County Board of Supervisors is the Contracting Authority:

This bond approved by the Board of Supervisors of _____ County,	
this _____ day of _____,	
_____ Signature	_____ Title

For contracts where neither the DOT nor a County Board of Supervisors is the Contracting Authority:

This bond approved by the _____	
(Contracting Authority)	
this _____ day of _____,	
_____ Signature	_____ Title

DISCLOSURE STATEMENT FOR CONTRACTOR'S PERFORMANCE BONDS

The information requested will be used by the Iowa Department of Transportation to determine if a contractor/vendor is bonded in accord with the requirements established by the contracting authority. This secures the IDOT and/or the State of Iowa the right to recover from the contractor/vendor if material or labor entered into the work performed is not in accord with the contract, specifications, or plans. Persons outside the Department may occasionally request this information. Failure to provide all required information will result in denial of the award of the contract.