

MEMORANDUM

TO: Gregg Mandsager, City Administrator  
FROM: Richard Klimes, Director of Parks and Recreation *hkl*  
DATE: April 15, 2016  
RE: Proposed Resolution Accepting Bid and Approving Contract and Performance Bond for the Muscatine Harbor Rip-Rap Maintenance Project

INTRODUCTION:

Please accept this memo and the attached proposed Resolution Accepting Bid and Approving Contract and Performance Bond for the Muscatine Harbor Rip-Rap Maintenance Project.

BACKGROUND:

The City of Muscatine was awarded and accepted the Iowa Department of Natural Resources R.E.A.P. (Resource Enhancement and Protection) Grant in December of 2015.

The R.E.A.P. Grant is comprised of three projects along the Mississippi River on the Muscatine Riverfront: 1.) Additional rip-rap will be placed along the trail from roughly Pearl City Station to the Millennium Plaza area. 2.) Rip-rap will be replaced along the inside harbor wall at the Muscatine Boat Harbor., and 3.) The Long Dock at the Muscatine Boat Harbor will be replaced with a new dock system.

The second phase of the R.E.A.P. Grant Project as explained in the attached memo will be to replace rip-rap along the inside harbor wall at the Muscatine Boat Harbor.

RECOMMENDATION:

The City's Purchasing Policy was used to solicit for qualified responsive and responsible vendors to submit bids as specified for the R.E.A.P. Grant Phase II – Harbor Rip-Rap Maintenance Project.

We received ten (10) bids that meet the minimum requested specifications. The bid results are on the attached memo from Nick Gow, Superintendent of Parks. At this time, the City Staff would recommend that the City Council approve a purchase order to Legacy Corporation of IL in an amount not to exceed \$98,980.00 for the Muscatine Harbor Rip-Rap Maintenance Project which is the second of three phases of the R.E.A.P. Grant.

The FY 15/16 Budget has \$70,000.00 approved for this phase of the R.E.A.P. Grant projects.

As explained in the attached memo, there were three additional park related projects in the FY 15/16 Budget that were under budget and could be used to cover the overage in this project.

The FY 15/16 approved budget has \$90,000.00 budgeted for the R.E.A.P. Grant projects. The R.E.A.P. Grant award of \$125,000.00 combined with the City approved budget will fund the estimated \$215,000.00 total R.E.A.P. Grant project costs.

**BACKUP INFORMATION:**

1. Division Support Memo
2. Proposed Resolution
3. Form of Contract
4. Performance Bond

Thank you for your time and attention to this matter. Please contact me if you have any comments, questions, or concerns.

C. Nick Gow, Superintendent of Parks  
Andrew Fangman, City Planner

**RESOLUTION NO.\_\_\_\_\_**

**RESOLUTION ACCEPTING BID AND APPROVING CONTRACT AND BOND FOR  
THE MUSCATINE HARBOR RIP-RAP MAINTENANCE PROJECT**

**WHEREAS**, the City Council for the City of Muscatine, Iowa, has approved the Muscatine Harbor Rip-Rap Maintenance Project in the 2015/2016 City Budget; and

**WHEREAS**, bids for the Muscatine Harbor Rip-Rap Maintenance Project have been opened by the City Clerk and evaluated for compliance with bidders and instructions; and

**WHEREAS**, it is now necessary for the City Council to accept the lowest responsible bid for said project from Legacy Corporation of IL in the amount of \$98,980.00; and

**WHEREAS**, it is further necessary for the City Council to approve the contract and bond as submitted by the contractor and to direct the Mayor and City Clerk to enter into a written contract for this project subject to final approval by City Council.

**NOW, THEREFORE, IT IS RESOLVED THAT:**

1. The lowest responsible bid for the Muscatine Harbor Rip-Rap Maintenance Project is awarded to Legacy Corporation of IL in the amount of \$98,980.00.
2. The contract between the City of Muscatine, Iowa, and Legacy Corporation of IL, dated April 21, 2016, in the amount of \$98,880.00 is approved.
3. The performance bond accompanying such contract, wherein Legacy Corporation of IL appears as principal and Granite Re, Inc. 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 21<sup>ST</sup> DAY OF APRIL 2016.**

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Diana L. Broderson, Mayor

ATTEST:

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Gregg Mandsager, City Administrator

MEMORANDUM

March 29, 2016

To: Richard Klimes, Director of Parks and Recreation  
From: Nick Gow, Superintendent of Parks  
Subject: Harbor Wall Rip-Rap Project

In the FY15/16 budget, \$70,000 was approved to place rip-rap along the harbor wall. Bids were sent out to several companies. The following are the bid results:

<u>Company</u>	<u>Total</u>
Legacy Corporation	\$98,980
Valley Construction	\$108,356
Miller Trucking & Excavating	\$108,826
Superior Seawalls	\$124,350
Sulzberger Excavating	\$125,144
Brauns Excavating	\$125,285
Triple B Construction	\$125,694
Superior Seawalls	\$130,630
Sulzco LLC	\$133,681
Hagerty Earthworks	\$185,086

After reviewing the bids, I would recommend that we approve the bid from Legacy Corporation for \$98,980. Legacy Corporation had the lowest bid and met all specifications.

There were three additional projects in the FY15/16 budget that were under budget that could be used to cover the overage for this project. The playground resurfacing project came in \$8,553 under budget, the Muscatine Slough rip-rap project came in \$11,749 under budget and the rip-rap project from Pearl City Station to Millennium Plaza came in \$8,900 under budget for a total of \$29,202.

## **FORM OF CONTRACT**

THIS AGREEMENT, made and entered into this 21<sup>st</sup> day of April, 2016, by and between the City of Muscatine, Iowa, hereinafter referred to as the "City" and Legacy Corporation of IL, 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 Muscatine Harbor Wall Rip Rap Maintenance Project, 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. Upon completion of the work, payment will be made on the basis of an estimate equal to ninety-five (95) percent of the work completed, subject to approval of the City. The balance of the five (5) percent due to the Contractor will be made not 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 contractor shall guarantee the contract until July 22, 2016 which is 120 days from the bid due date of March 24, 2016.

The contract amount is \$98,880.00.

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

- a. This agreement
- b. Plans/Scope of Services
- c. Signed Copy of Proposal

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

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CONTRACTOR

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By: Mayor Diana L. Broderson

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BY

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TITLE

ATTEST:

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By: City Clerk Gregg Mandsager

ATTEST:

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TITLE

**City of Muscatine  
Muscatine Parks and Recreation Department  
Bid - Harbor Wall Rip-Rap Maintenance**

The City of Muscatine and the Muscatine Parks and Recreation Department is now soliciting a bid for the purchase, delivery and placement of rip-rap to the Muscatine Riverfront.

If you are interested in submitting a bid, complete the attached form and return it in an envelope clearly marked "Harbor Wall Rip-Rap Maintenance" to:

**City of Muscatine- Finance Department  
215 Sycamore- City Hall  
Muscatine, IA 52761**

All bids must be received in the Finance Department by Thursday, March 24, 2016 at 2:00pm. Bids will be opened in the Finance Department at City hall on Thursday, March 24, 2016 at 2:05pm.

The City of Muscatine reserves the right to reject any and all bids if not deemed to be in the best interest of the City. The "Scope of Services" shall be construed as minimum requirements of the bid. Any and all alternatives and/or alterations will not be accepted unless approved in writing by the City. The attached submittal form(s) must be completed in detail. The City of Muscatine is willing to work with Targeted Small Businesses (TSB's) for this project.

Thank you for your time and attention to this process. Please feel free to contact me if you have any questions. Once again, the bids are due at 2:00pm on Thursday, March 24, 2016.

Thanks,

Nick Gow  
Superintendent of Parks  
Muscatine, IA 52761  
(563) 260-0976  
[ngow@muscataineiowa.gov](mailto:ngow@muscataineiowa.gov)

**Muscatine Parks and Recreation Department**  
**Scope of Services**  
**Harbor Wall Rip-Rap Maintenance**

**Scope of Services:**

Below is a list of minimum services required for this project:

- The placement of rip-rap materials provided and delivered to the site by the City of Muscatine for approximately 1200' length, 5' width and 1' depth for approximately 222 cubic yards of material
- The cost of all materials, delivery to the site and placement of Class E revetment per Iowa DOT specifications on Section 1 for approximately 307' length, 20' width and 1' depth for approximately 380 cubic yards of material
- The cost of all materials, delivery to the site and placement of Class E revetment per Iowa DOT specifications on Section 2 for approximately 683' length, 25' width and 1' depth for approximately 632 cubic yards of material
- The cost of all materials, delivery to the site and placement of Class E revetment per Iowa DOT specifications on Section 3 for approximately 202' length, 45' width and 1' depth for approximately 336 cubic yards of material
- Repair all construction damages to the site including but not limited to: repairing ruts from vehicles, seeding turf areas damaged from construction and replacing damaged sidewalk along harbor wall caused from construction

**Muscatine Parks and Recreation Department  
Estimate Reference Notes  
Harbor Wall Rip-Rap Maintenance**

1. Mobilization. This item is to include all cost to mobilize and demobilize to the site. In addition, the contact costs for required performance/maintenance bond and insurance are to be included in this item. The performance bond is to be in the amount of 100% of the contract and shall guarantee the maintenance of the improvement for a period of 2 years after its completion and acceptance by the City.

The Contractor shall purchase and maintain throughout the construction period insurance in the following minimum requirements, and the coverage must be written by a company that has a Best's rating of B+ or better:

- (1) Worker's compensation insurance including Employer's Liability and Occupation disease covering all Iowa employees for statutory Iowa benefits who perform any of the obligations assumed by the Contractor under the contract. The policy will contain broad form all states endorsement.
- (2) Comprehensive General Liability, including independent contractors, completed operations and products, contractual liability, broad form property damage, personal injury, and X, C, and U coverage; coverages must meet the following limits. Deductibles on bodily injury shall not be accepted:

<b>COVERAGE</b>	<b>MINIMUM LIMITS</b>
Bodily Injury or Death	\$500,000 each occurrence \$1,000,000 aggregate
Property Damage	\$100,000 each occurrence
Option - Combined Single Limit	\$1,000,000 each occurrence
Umbrella Liability Coverage	\$1,000,000

- (3) Comprehensive General Automobile liability insurance on all self-propelled vehicles not covered under general liability and used in connection with the Contract, whether owner, non-owner, or hired:

COVERAGE	MINIMUM LIMITS
Bodily Injury or Death	\$500,000 each occurrence
Property Damage	\$250,000 each occurrence
Option - Combined Single Limit	\$500,000 each occurrence
Umbrella Liability Coverage	\$1,000,000

The Owner shall have the right, at any time, to require public liability insurance and property damage liability insurance greater than those required in the above paragraphs. In any such event, the additional premium or premiums payable solely as the result of such additional insurance shall be added to the bid price.

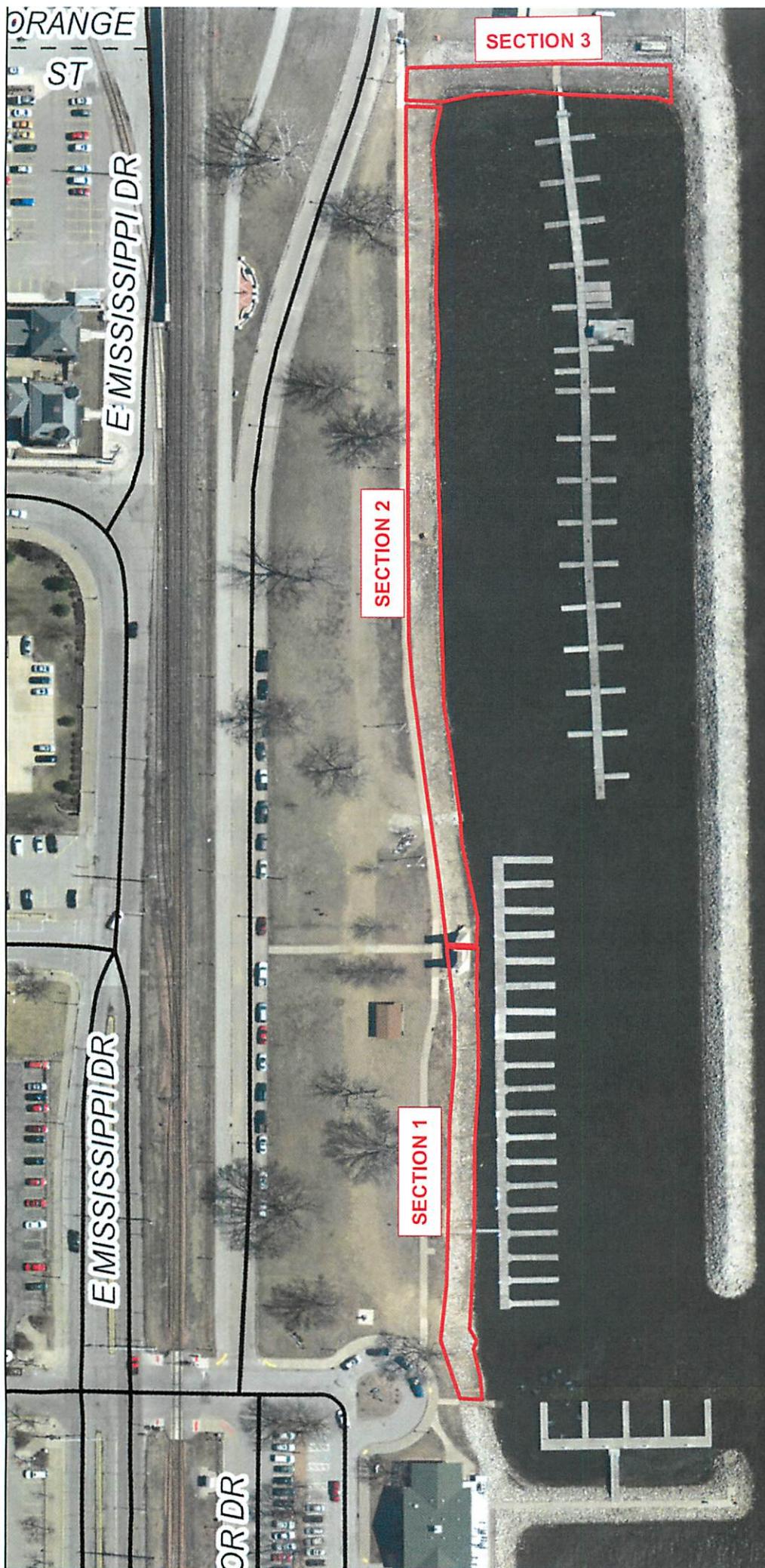
Any reductions in limits or coverages or exceptions to the insurance requirements can be made if requested in writing and mutually agreed to by both parties.

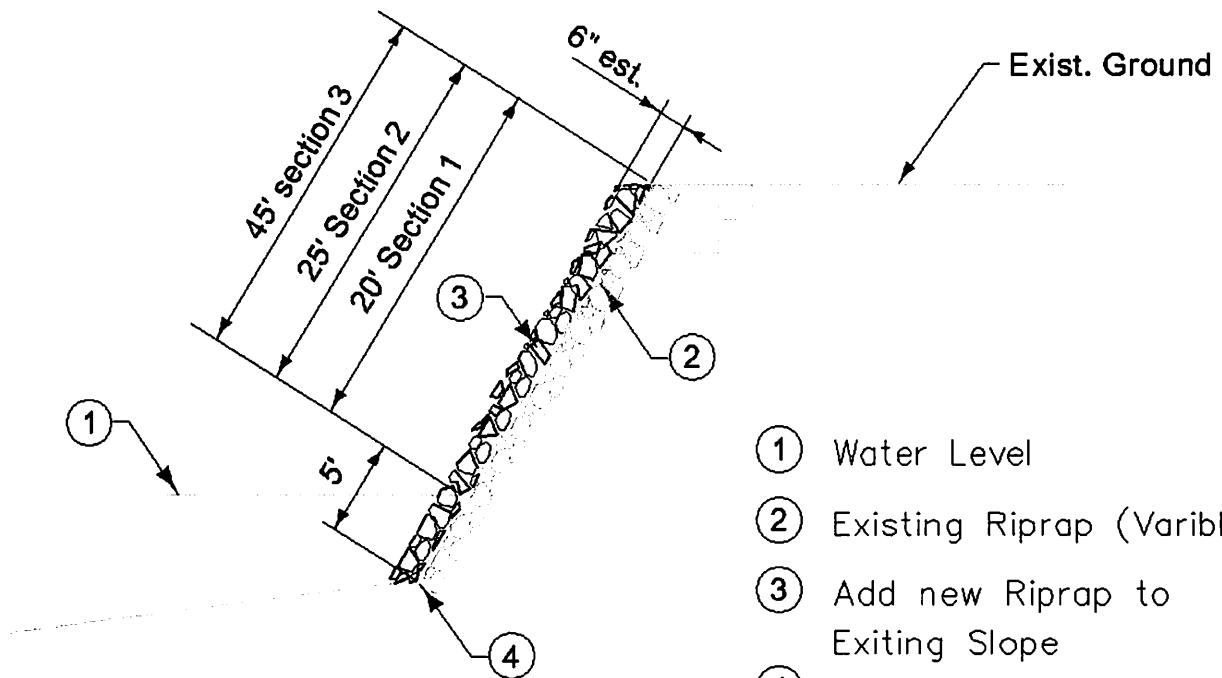
The Contractor shall furnish to the owner and engineer Certificates of Insurance evidencing compliance with the foregoing requirements before commencing any operations under this contract. (These Certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to OWNER AND ENGINEER).

This item also includes all repairs for construction damages to the site including but not limited to: repairing ruts from vehicles, seeding turf areas damaged from construction and replacing damaged sidewalk along harbor wall caused from construction.

2. Rip Rap Cost/Delivery. This per CY price is to cover the cost of the Class E revetment and delivery to the site for sections 1, 2 and 3. **Estimated Quantity is 1348 cubic yards.**
3. Rip Rap Placement. This per CY price is to cover the cost of placing the Class E revetment in sections 1, 2 and 3.
4. Rip Rap Placement. This per CY price is to cover the cost of placing the rip rap provided and delivered to the site by the City. **An estimated 222 cubic yards of rip rap to be placed in the toe at the bottom of the slope.**

HARBOR WALL MAINTENANCE 2016





- ① Water Level
- ② Existing Riprap (Variable Depth)
- ③ Add new Riprap to Existing Slope
- ④ Possible Volume of Rip-Rap in Water

## SECTIONS

No Scale.

Notes:

1. Newly Added Riprap is to fill in and around existing Riprap, not to fill in over existing Riprap.
2. Volume of added Riprap in water is 0.10 cubic yards per linear foot..



**HABOR WALL**  
**TYPICAL SECTION**  
**MUSCATINE BANK REPAIR**  
**PROJECT: HARBOR WALL MAIN PROJECT**

DRN:	RDW
DWG	STD 2016-1
DATE:	2/24/2016
SCALE:	NO SCALE
SHEET 1 OF 1	

**Muscatine Parks and Recreation Department  
Project Bid Form  
Harbor Wall Rip-Rap Maintenance**

	<u>Unit Price</u>	<u>Extension</u>
1. Mobilization. Lump Sum	\$ 1,399.36	\$ 1,399.36
2. Rip Rap Cost/Delivery (1348 CY)	\$ 53.68	\$ 72,360.64
3. Rip Rap Placement (1348 CY)	\$ 16.00	\$ 21,568.00
4. Rip Rap Placement (222 CY)	\$ 16.00	\$ 3,552.00
5. Total		\$ 98,880.00

Name of Organization: Legacy Corporation of IL

Address: 16322 Barstow Road  
East Moline, IL 61244

Phone Number: 309-203-1094

Contact Person: Blake Enloe

Authorized Signature: BL

Date: 3/24/16

All bids must be delivered to the Department of Finance, 215 Sycamore St., Muscatine, Iowa 52761 by the deadline of March 24, 2016 at 2:00pm

 **AIA® Document A312™ – 2010**

**Performance Bond**

**CONTRACTOR:**

*(Name, legal status and address)*  
LEGACY CORPORATION OF IL  
16322 Barstow Rd

East Moline, IL 61244

**OWNER:**

*(Name, legal status and address)*

City of Muscatine

215 Sycamore St

Muscatine, IA 52761

**CONSTRUCTION CONTRACT**

Date: 4/21/2016

Amount: \$98,880.00

**Description:**

*(Name and location)*

Muscatine Harbor Wall Rip Rap Maintenance

**SURETY:**

*(Name, legal status and principal place of business)*  
Granite Re, Inc.

14001 Quailbrook Dr

Oklahoma City, OK 73134

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

**BOND**

Date: 4/21/2016

*(Not earlier than Construction Contract Date)*

Amount: \$98,880.00

Modifications to this Bond:  None  See Section 16

**CONTRACTOR AS PRINCIPAL**

Company: *(Corporate Seal)*  
LEGACY CORPORATION OF IL

Signature: Bh. C.

Name

and Title:

*(Any additional signatures appear on the last page of this Performance Bond.)*

**SURETY**

Company: *(Corporate Seal)*  
Granite Re, Inc.

Signature: Connie Smith

and Title: Connie Smith, Attorney-in-fact

**(FOR INFORMATION ONLY — Name, address and telephone)**

**AGENT or BROKER:**

J. Ryan Bonding, Inc.  
2920 Enloe St., Ste 103  
P.O. Box 465  
Hudson, WI 54016  
800-535-0006

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*  
Owner

# GRANITE RE, INC.

## GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; CONNIE SMITH its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

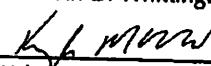
MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; CONNIE SMITH may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 3<sup>rd</sup> day of July, 2013.

STATE OF OKLAHOMA )  
                          )  
                          ) SS:  
COUNTY OF OKLAHOMA )



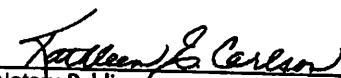
  
Kenneth D. Whittington, President

  
Kyle P. McDonald, Treasurer

On this 3<sup>rd</sup> day of July, 2013, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:  
August 8, 2017  
Commission #: 01013257



  
Kathleen E. Carlson  
Notary Public

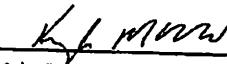
### GRANITE RE, INC. Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this day of July, 2013.



  
Kyle P. McDonald, Secretary/Treasurer