



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: Brian Stineman, PUBLIC WORKS DIRECTOR  
FROM: Jim Edgmond, CITY ENGINEER  
SUBJECT: Request to Approve Contract and Bond PCC Patching 2018 Project.  
DATE: July 18, 2018

INTRODUCTION:

The PCC Patching Project for 2018 has progressed to the point shown on the schedule below.

SET PUBLIC HEARING FOR JUNE 1, 2017	Completed	
HOLD PUBLIC HEARING/ APPROVE PLANS AND SPECS	6-18-2018	Completed
SEND OUT NOTICE TO BIDDERS	Completed	
RECEIVE AND OPEN BIDS	7-09-2018	Completed
RECOMMEND AWARD	7-12-2017	Completed
REQUEST APPROVAL OF CONTRACT AND PREF. BOND	7-19-2017	

BACKGROUND:

Bids were received on July 09. The bids were tabbed and evaluated. The lowest responsible bidder for the project was All American Concrete. 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:

1. Contract
2. Bond for project

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

**APPROVING CONTRACT AND BOND  
2018 PCC FULL DEPTH PATCH CONSTRUCTION PROJECT**

WHEREAS, this Council has awarded the contract for the 2018 PCC Full Depth Patch Construction Project to All American Concrete dated the 19th day of July, 2018, in the amount of \$1,013,213.50; 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 All American Concrete dated the 19<sup>th</sup> day of July, 2018, in the amount of \$1,013,213.50 is approved.
2. The performance bond accompanying such contract, wherein All American Concrete appears as principal and IMT 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 19<sup>th</sup> DAY OF JULY, 2018.

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

ATTEST:

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

**2018 PCC Full Depth Patch Construction Project  
City of Muscatine**

**CONTRACT**

THIS AGREEMENT, made and entered into this 19<sup>th</sup> day of July 2018, by and between the City of Muscatine, Iowa, party of the first part, hereinafter referred to as the "City" and All American Concrete, 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 2018 PCC Full Depth Patch Construction 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. 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.

Completion Dates: All work shall be completed in accordance with the special provisions contained herein.

The contract amount is \$1,013,213.50.

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

- |                               |                                       |
|-------------------------------|---------------------------------------|
| a. This Agreement             | f. Signed Copy of Proposal            |
| b. Addenda Numbers <u>-0-</u> | g. Special Provision                  |
| c. Contract Documents         | h. Detailed Specifications Referenced |
| d. Notice to Bidders          | i. Standard Specifications Referenced |
| 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

All American Concrete Inc.  
CONTRACTOR

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

Bill Amoin  
BY

President  
TITLE

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

ATTEST: Jodi Simon  
Vice President  
TITLE

**PERFORMANCE AND PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS THAT, All American Concrete, Inc.  
\_\_\_\_\_ as Principal, hereinafter called the Contractor and

**IMT 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 One million thirteen thousand two hundred thirteen dollars and fifty cents (\$1,013,213.50) 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 19, 2018, entered into a Contract with Owner for the

**2018 PCC FULL DEPTH PATCH CONSTRUCTION PROJECT**

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 in compliance with state law.
- 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 19th DAY OF July,  
A.D. 2018.

IN THE PRESENCE OF:

*[Signature]*  
WITNESS

**All American Concrete, Inc.**  
*Jodi Simon*  
PRINCIPAL  
*Vice President*  
TITLE  
**IMT Insurance Company**  
*Jill Shaffer*  
SURETY  
**Jill Shaffer, Attorney-in-fact**



POWER OF ATTORNEY

Know All Persons By These Presents, that IMT Insurance Company a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of West Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

Jeffrey R. Baker, Nancy D. Baltutat, Patrick K. Duff, Mark E. Keairnes, Greg T. LaMair, Joseph I. Schmit, Christopher R. Seiberling, and Jill Shaffer

of West Des Moines and State of Iowa its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

\*\*\*\*\*Unlimited Amounts\*\*\*\*\*

and to bind IMT Insurance Company thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of IMT Insurance Company, and all such acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of IMT Insurance Company on December 18, 1998.

ARTICLE VIII, SECTION 4. - The President or any Vice President or Secretary shall have the authority to appoint Attorneys In Fact and to authorize them to execute on behalf of the Company, and attach thereto the Corporate Seal, bonds, undertakings, recognizances, contracts of indemnity or other obligatory writings, excluding insurance policies and endorsements.

ARTICLE VIII, SECTION 5. - The signature of any authorized officer and the Corporate Seal may be affixed by facsimile to any Power of Attorney authorizing the execution and delivery of any of the instruments described in Article VIII, Section 4 of the By-Laws. Such facsimile signature and seal shall have the same force and effect as though manually affixed.

In Witness Whereof, IMT Insurance Company has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 19th day of July, 2018.

IMT Insurance Company

Sean Kennedy

Sean Kennedy, President



STATE OF IOWA } ss:
COUNTY OF POLK

On this 19th day of July, 2018, before me appeared Sean Kennedy, to me personally known, who being by me duly sworn did say that he is President of the IMT Insurance Company, the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of West Des Moines, Iowa, the day and year first above written.



Seth Cary

Notary Public, Polk County, Iowa

CERTIFICATE

I, Dalene Holland, Secretary of the IMT Insurance Company do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY, executed by said the IMT Insurance Company, which is still in force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the Seal of the Company on 19th day of July, 2018.

Dalene Holland, Secretary

