



# City of Muscatine

ITEM NUMBER 2022-0349

## AGENDA ITEM SUMMARY

DATE: 8/18/2022

### STAFF

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Brian Stineman, Public Works Director

### SUBJECT

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Resolution Approving Contract and Bond for 67th Ave Sidewalk Improvements

### EXECUTIVE SUMMARY

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Presented for City Council's consideration is a resolution to approve the contract for the 67<sup>th</sup> Avenue Sidewalk Improvements Project with All American Concrete, Inc. for the amount of \$292,982.15. Bids were received on July 21, 2022 at 2:00 pm and have been tabulated (bid tab attached). All American Concrete, Inc was the apparent low responsive, responsible bidder with a bid of \$292,982.15. The Engineer's Opinion of Probable Construction Cost was \$306,856.50.

### STAFF RECOMMENDATION

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Staff recommends Council approve a resolution to approve the contract with All American Concrete, Inc. for the amount of \$292,982.15.

### BACKGROUND/DISCUSSION

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The City's Sidewalk Program provides funds annually to replace deteriorated sidewalks that present a hazard and install new sidewalks as directed by the Muscatine Bike & Pedestrian Master Plan. At intersections where street improvements are made, the installation of ADA compliant ramps will also be completed. A sidewalk construction program is required throughout the community. Segments of new sidewalk are necessary at or near school locations, which is in alignment with identified goals listed in the City's Comprehensive Plan as well as the Capital Improvement Plan. The installation of accessible ramps at the intersections is necessary to comply with Federal ADA requirements.

### CITY FINANCIAL IMPACT

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The budget is available to complete this project from Road Use Tax Funds and is part of the approved 2022/2023 budget. The Engineer's Opinion of Probable Construction Cost was \$306,856.50.

## **ATTACHMENTS**

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- 1. Approve Contract res (1)**

RESOLUTION 2022-0349

APPROVING CONTRACT AND BOND  
67th Avenue Sidewalk Improvements Project

WHEREAS, this Council has awarded the contract for the 67<sup>th</sup> Avenue Sidewalk Improvements Project to All American Concrete, Inc. dated the 8<sup>th</sup> day of August, 2022, in the amount of \$292,982.15; 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, Inc. dated the 8<sup>th</sup> day of August, 2022, in the amount of \$292,982.15 is approved.
2. The performance bond accompanying such contract, wherein All American Concrete, Inc. 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 18<sup>th</sup> DAY OF AUGUST, 2022.

  
Bradley Bark (Aug 19, 2022 21:06 CDT)

Brad Bark, Mayor

ATTEST:

  
Carol Webb (Aug 19, 2022 21:42 CDT)  
Carol Webb, City Administrator



Signature:   
Cinda Hilger (Aug 21, 2022 10:17 CDT)

Email: [chilger@muscatineiowa.gov](mailto:chilger@muscatineiowa.gov)

**CONSTRUCTION PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

All American Concrete Inc.  
(Name of Contractor)

1489 Highway 6, West Liberty, Iowa 52776  
(Address of Contractor)

a Corporation, hereinafter called Principal, and  
(Corporation, Partnership or Individual)

IMT Insurance Company  
(Name of Surety)

7825 Mills Civic Parkway, West Des Moines, Iowa 50266  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto City of Muscatine  
(Name of Owner)

215 Sycamore Street, Muscatine, IA 52761  
(Address of Owner)

hereinafter called Owner, in the penal sum of Two Hundred Ninety Two Thousand Nine

Hundred Eighty Two & 15/100 ----- Dollars (\$ 292,982.15 )  
in lawful money of the United States, for the payment of which sum well and truly to be made,  
we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a  
certain contract with the OWNER dated the \_\_\_ day of \_\_\_\_\_, 20\_\_, a copy of which is  
hereto attached and made a part hereof for the construction of:

67TH AVENUE SIDEWALK IMPROVEMENTS

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms,  
SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the  
prosecution of the WORK provided for in such contract, and any authorized extension or  
modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and  
coke, repairs on machinery, equipment and tools, consumed or used in connection with the  
construction of such WORK, and all insurance premiums on said WORK, and for all labor,  
performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation  
shall be void; otherwise to remain in full force and effect.

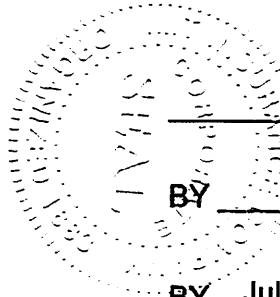
PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in Four (4) number 8<sup>TH</sup> day of August, 2022 counterparts, each one of which shall be deemed an original,

All American Concrete Inc.  
(Principle)  
BY *[Signature]*  
1489 Highway 6  
(Address)  
West Liberty, Iowa 52776

ATTEST:  
*[Signature]*  
(Principal Secretary)  
*[Signature]*  
(Witness to Principal)  
1489 Hwy 6  
(Address)  
West Liberty, IA, 52776



IMT Insurance Company  
(Surety)  
BY *[Signature]*  
(Attorney-in-Fact)  
BY Juliana Bartlett, Attorney-in-Fact  
(Attorney-in-Fact)  
4200 University Ave., Ste. 200  
(Address)  
West Des Moines, Iowa 50266

ATTEST:  
*[Signature]*  
(Witness to Surety)  
4200 University Ave., Ste. 200  
(Address)  
West Des Moines, Iowa 50266

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

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*Jim Brown*

*[Signature]*

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*[Signature]*

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*[Signature]*

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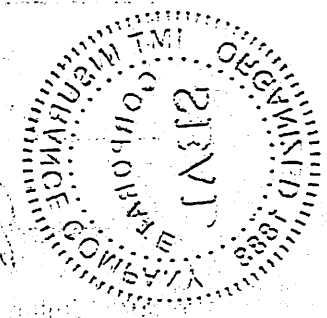
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**CONSTRUCTION PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

All American Concrete Inc.

(Name of Contractor)

1489 Highway 6, West Liberty, Iowa 52776

(Address of Contractor)

a Corporation, hereinafter called Principal, and  
(Corporation, Partnership or Individual)

IMT Insurance Company

(Name of Surety)

7825 Mills Civic Parkway, West Des Moines, Iowa 50266

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto City of Muscatine

(Name of Owner)

215 Sycamore Street, Muscatine, IA 52761

(Address of Owner)

hereinafter called Owner, in the penal sum of Two Hundred Ninety Two Thousand Nine Hundred Eighty Two & 15/100  
Dollars (\$ 292,982.15 )

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 8 day of August, 2022, a copy of which is hereto attached and made a part hereof for the construction of:

67TH AVENUE SIDEWALK IMPROVEMENTS

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in Four (4)  
(number)

counterparts, each one of which shall be deemed an original, this the \_\_\_\_ day of \_\_\_, 20\_\_.

All American Concrete Inc.  
(Principle)

BY *[Signature]*

1489 Highway 6  
(Address)

West Liberty, Iowa 52776

ATTEST:

*[Signature]*  
(Principal Secretary)

*[Signature]*  
(Witness to Principal)

1489 Hwy 6  
(Address)

West Liberty, IA, 52776

IMT Insurance Company  
(Surety)

BY *[Signature]*  
(Attorney-in-Fact)

BY Juliana Bartlett, Attorney-in-Fact  
(Attorney-in-Fact)

4200 University Ave., Ste. 200  
(Address)

West Des Moines, Iowa 50266

ATTEST:

*[Signature]*  
(Witness to Surety)

4200 University Ave., Ste. 200  
(Address)

West Des Moines, Iowa 50266

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.



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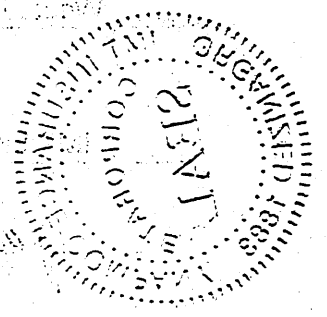
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*1884*



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*[Handwritten signature]*



**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, E. A. von Harz, Brandon Horbach,  
Greg T. LaMair, Joseph I. Schmit, Courtney Meyer and Juliana Bartlett**

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 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**IMT Insurance Company**

Sean Kennedy, President



STATE OF IOWA  
COUNTY OF Dallas

ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 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.



Notary Public, Dallas County, Iowa

**CERTIFICATE**

I, **Brad Buchanan**, 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 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Brad Buchanan, Secretary



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**STANDARD FORM OF AGREEMENT**

THIS AGREEMENT, made this 8 day of August, 2022, by and between City of Muscatine, hereinafter called "OWNER" and All American Concrete Inc. doing business as (an individual,) or (a partnership,) or (a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

- 1) The CONTRACTOR will commence and complete the construction of 67<sup>th</sup> Avenue Sidewalk Improvements.
- 2) The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.
- 3) The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS after the date of the NOTICE TO PROCEED (August 19, 2022) and will complete the same by December 31, 2022 unless the period for completion is adjusted otherwise by the CONTRACT DOCUMENTS.
- 4) The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ 292,982.<sup>15</sup> or as shown in the BID schedule.
- 5) The term "CONTRACT DOCUMENTS" means and includes the following:
  - (a) INVITATION FOR BIDS
  - (b) INSTRUCTIONS TO BIDDERS
  - (c) BID
  - (d) BID BOND
  - (e) AGREEMENT
  - (f) GENERAL CONDITIONS
  - (g) SUPPLEMENTAL GENERAL CONDITIONS
  - (h) PAYMENT BOND
  - (i) PERFORMANCE BOND
  - (j) NOTICE OF AWARD
  - (k) NOTICE TO PROCEED
  - (l) CHANGE ORDER
  - (m) DRAWINGS prepared by Martin & Whitacre Surveyors & Engineers, Inc. numbered 1 through 31 and dated June, 2022.
  - (n) SPECIFICATIONS prepared or issued by Martin & Whitacre Surveyors & Engineers, Inc. dated June, 2022.
  - (o) ADDENDA:

No. \_\_, dated \_\_\_\_\_, 2022  
No. \_\_, dated \_\_\_\_\_, 2022  
No. \_\_, dated \_\_\_\_\_, 2022  
No. \_\_, dated \_\_\_\_\_, 2022  
No. \_\_, dated \_\_\_\_\_, 2022  
No. \_\_, dated \_\_\_\_\_, 2022

- 6) The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
- 7) This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in (Four (4) Copies), each of which shall be deemed an original on the date first above written.

OWNER:

City of Muscatine  
BY Carol A. Webb  
Name Carol A. Webb  
(Please Type)  
Title City Administrator

(SEAL)

ATTEST:

NAME BRAD BARK  
(Please Type)  
Title Mayor

CONTRACTOR:

All American Concrete Inc.  
BY William Simon  
Name William Simon  
(Please Type)  
Title President

(SEAL)

ATTEST:

NAME Jodi Simon  
(Please Type)  
Title Sec. / Treas.