

RESOLUTION NO. 93350-0216

RESOLUTION APPROVING CONTRACT AND BOND FOR DOMESTIC WATER HEATER
REPLACEMENT FOR CLARK HOUSE

WHEREAS, the City Council of Muscatine, acting as the Muscatine Public Housing Agency Board of Commissioners, has approved the capital outlay for the replacement of domestic hot water heaters at Clark House; and

WHEREAS, the city opened bids for said project January 26, 2016; and

WHEREAS, the City Council for the City of Muscatine, Iowa, determined that the following bid is the lowest responsible bid and awarded a contract at their February 4, 2016, meeting; and

<u>CONTRACTOR NAME & ADDRESS</u>	<u>AMOUNT OF BID</u>
JL Brady Company, L.L. C. 4831 41 st St Moline, IL 61265	\$49,478.00

WHEREAS, the contract and bond has been examined by this Council;

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Muscatine, Iowa, that:

1. The contract between the City of Muscatine, Iowa, and JL Brady for the domestic hot water heater replacement at Clark House, is hereby approved.
2. The performance bond accompanying such contract, wherein JL Brady Company, L.L.C. appears as contractor Developers Surety and Indemnity Company appears as surety, is approve.

PASSED, APPROVED, AND ADOPTED by the City Council for the City of Muscatine, Iowa, on this 18th day of February 2016.




DIANA L. BRODERSON, MAYOR
MUSCATINE, IOWA

ATTEST:



GREGG MANDSAGER, CITY CLERK
MUSCATINE, IOWA

CITY OF MUSCATINE CLARK HOUSE DOMESTIC WATER HEATER REPLACEMENT

117 W. 3RD STREET, MUSCATINE, IOWA

A&J Project No. 201540.00

PRE-BID CONFERENCE

Date: January 12, 2016

BIDS RECEIVED

Date: January 26, 2016



SHEET LIST

COVER

- M0 MECHANICAL SYMBOLS
- M1 MECHANICAL FLOOR PLAN BASE BID
- M2 MECHANICAL DETAILS AND CONTROLS
- M3 EXISTING CONDITIONS
- E1 ELECTRICAL FLOOR PLANS AND SCHEDULES

RELEVANT CODES ADOPTED BY THE STATE OF IOWA

- INTERNATIONAL BUILDING CODE (IBC) - 2009 EDITION
- INTERNATIONAL ENERGY CONSERVATION CODE (IECC) - 2012 EDITION
- INTERNATIONAL FIRE CODE (IFC) - 2009 EDITION
- INTERNATIONAL MECHANICAL CODE (IMC) - 2012 EDITION
- NATIONAL ELECTRIC CODE (NEC) - 2011 EDITION
- UNIFORM PLUMBING CODE - 2012 EDITION

	<p>I HEREBY CERTIFY THAT THE PORTION OF THIS TECHNICAL SUBMISSION DESCRIBED BELOW WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND RESPONSIBLE CHARGE. I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.</p> <p>VICTOR A. AMOROSO JR. PRINTED OR TYPED NAME DISCIPLINE - MECHANICAL ENGINEER REG. NO. 10838</p>
	<p>SIGNATURE</p> <p>MY LICENSE RENEWAL DATE IS DECEMBER 31, 2017</p> <p>PAGES OR SHEETS COVERED BY THIS SEAL:</p> <p>DATE ISSUED:</p>

	<p>I HEREBY CERTIFY THAT THE PORTION OF THIS TECHNICAL SUBMISSION DESCRIBED BELOW WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND RESPONSIBLE CHARGE. I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.</p> <p>JOHN T. JUSICA PRINTED OR TYPED NAME DISCIPLINE - ELECTRICAL ENGINEER REG. NO. 11822</p>
	<p>SIGNATURE</p> <p>MY LICENSE RENEWAL DATE IS DECEMBER 31, 2018</p> <p>PAGES OR SHEETS COVERED BY THIS SEAL:</p> <p>DATE ISSUED:</p>

PROJECT LOCATION

SCALE: NO SCALE

A & J ASSOCIATES P.C.
mechanical & electrical engineers

365 beaver creek centre suite b
north liberty, ia 52317
ajpcesouthslope.net (email)
319-626-4719 (voice) / 319-626-4941 (fax)

OWNER CONTRACTOR AGREEMENT
GENERAL CONDITIONS
INSTRUCTIONS TO BIDDERS
NOTICE TO BIDDERS
PROPOSAL FORM
SPECIAL CONDITIONS

DIVISION 1-GENERAL REQUIREMENTS

SECTION 01100 SUMMARY
SECTION 01250 CONTRACT MODIFICATION PROCEDURES
SECTION 01290 PAYMENT PROCEDURES
SECTION 01310 PROJECT MANAGEMENT AND COORDINATION
SECTION 01320 CONSTRUCTION PROGRESS DOCUMENTATION
SECTION 01330 SUBMITTAL PROCEDURES
SECTION 01400 QUALITY REQUIREMENTS
SECTION 01420 REFERENCES
SECTION 01500 TEMPORARY FACILITIES AND CONTROLS
SECTION 01600 PRODUCT REQUIREMENTS
SECTION 01700 EXECUTION REQUIREMENTS
SECTION 01731 CUTTING AND PATCHING
SECTION 01732 SELECTIVE DEMOLITION
SECTION 01742 COORDINATION OF UTILITIES
SECTION 01770 CLOSEOUT PROCEDURES
SECTION 01781 PROJECT RECORD DOCUMENTS
SECTION 01782 OPERATION AND MAINTENANCE DATA

DIVISION 3 - CONCRETE WORK

SECTION 03732 CONCRETE REPAIR

DIVISION 5 – METALS

DIVISION 05500 METAL FABRICATIONS

DIVISION 7-THERMAL AND MOISTURE PROTECTION

SECTION 07270 FIRESTOPPING
SECTION 07841 THROUGH PENETRATION FIRESTOP SYSTEMS

DIVISION 9-FINISHES

SECTION 09912 PAINTING

DIVISION 15 - MECHANICAL SYSTEMS

SECTION 15010 MECHANICAL GENERAL PROVISIONS
SECTION 15050 MECHANICAL BASIC MATERIALS AND METHODS
SECTION 15060 PIPE & PIPE FITTINGS
SECTION 15100 VALVES
SECTION 15101 TESTS - PIPING SYSTEM
SECTION 15120 PIPING SPECIALTIES
SECTION 15140 PIPE HANGERS & SUPPORTS
SECTION 15240 VIBRATION ISOLATION / MECHANICAL EQUIPMENT / NOISE CONTROL
SECTION 15250 MECHANICAL INSULATION
SECTION 15410 PLUMBING PIPING
SECTION 15430 PLUMBING SPECIALTIES
SECTION 15434 DOMESTIC WATER HEATERS

City of Muscatine
Domestic Water Heater Replacement for Clark House

SECTION 15480 SPECIAL SYSTEMS
SECTION 15510 HVAC PIPING
SECTION 15540 PUMPS
SECTION 15545 CHEMICAL TREATMENT
SECTION 15561 PACKAGED BOILERS
SECTION 15575 COMBUSTION AIR INTAKE / GAS VENT
SECTION 15990 TESTING, ADJUSTING, AND BALANCING

DIVISION 16 - ELECTRICAL SYSTEMS

SECTION 16010 ELECTRICAL GENERAL PROVISIONS
SECTION 16111 CONDUIT SYSTEMS
SECTION 16120 WIRE AND CABLE
SECTION 16140 WIRING DEVICES AND PLATES
SECTION 16170 DISCONNECT SWITCHES
SECTION 16450 GROUNDING & BONDING
SECTION 16660 WIRING FOR EQUIPMENT FURNISHED BY OTHER SECTIONS

END OF DOCUMENT 00011



AIA[®] Document A101[™] – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Sixteenth day of February
in the year Two Thousand & Sixteen
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Muscatine Municipal Housing Agency (MMHA) Clark House
117 West 3rd Street
Muscatine, IA 52761

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

AIA Document A201[™]-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

and the Contractor:
(Name, legal status, address and other information)

J. L. Brady Company, LLC
4831 - 41st Street
Moline, IL 61265

for the following Project:
(Name, location and detailed description)

Domestic Water Heater Replacement for Clark House

The Architect:
(Name, legal status, address and other information)

A & J Associates, P.C.
365 Beaver Kreek Centre, Suite B
North Liberty, IA 52317
Design Professional

The Owner and Contractor agree as follows.

Init.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

Date of Commencement: March 07,2016

Date of Substantial Completion: March 31, 2016

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

As advised prior to notice to proceed

§ 3.2 The Contract Time shall be measured from the date of commencement.

Init.

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§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of the Work	Substantial Completion Date
Substantial Completion	March 31,2016
Contract Complete	April 30,2016

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be
 Forty-Nine Thousand Four Hundred Seventy-Eight Dollars
 (\$ 49,478), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

NA

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
NA		

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price (\$0.00)
NA	

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Payments shall conform to requirements specified under General Conditions- Article 9 Payments and Completion, and to requirements specified under Owner Contractor Agreement Article 5- Payments

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the _____ day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the _____ day of the _____ month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than () days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- 1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent (5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- 2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent (5%);
- 3 Subtract the aggregate of previous payments made by the Owner; and
- 4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

Init.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

Paragraph 5.1.8- Reduction or limitation of Retainage Addition specified in the Owner Contractor Agreement shall cover retainage adjustments

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Owner Contractor Agreement- Article 5.2, paragraph 5.2.2, and General Conditions Paragraph 9.10- Final Completion and Final Payment shall cover final payments

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2007
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

Payment is due at a rate equal to the rate specified by rule pursuant to Iowa Code Section 74.2

§ 8.3 The Owner's representative:
(Name, address and other information)

Mike Ganzer
City of Muscatine
563-260-2107

§ 8.4 The Contractor's representative:
(Name, address and other information)

Scott Smith
4831 41st Street
Moline, IL 61265
309-373-4783

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

Init.

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§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Special Conditions part of the contract	listed in the Special Conditions Section	of the Specification	shall be

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Table of Contents

Section	Title	Date	Pages
00010	Table of Contents	NA	2

init.

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Cover Sheet

Number	Title	Date
201540.00	City of Muscatine Clark House Domestic Water Heater Replacement	January 12, 2016

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
1	January 21, 2016	3

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

NA

- .2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

The contract documents do include other documents such as, bidding requirements (advertising or notice to bidders, Instructions to Bidders, Sample forms, the Contractor Bid or portions of the addenda relating to bidding requirements).

Init.

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

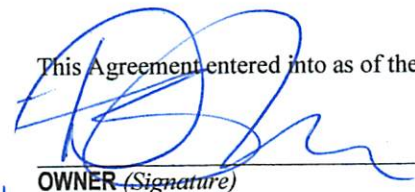
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of Insurance or Bond

Limit of Liability or Bond Amount (\$0.00)

Please refer to pages GC-10 to GC-14 of the specification

This Agreement entered into as of the day and year first written above.


OWNER (Signature)


CONTRACTOR (Signature)

Diana L. Brodersch, Mayor
(Printed name and title)

Scott M. Smith Estimator
(Printed name and title)

Init.

AIA[®] Document A310[™] - 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

J.L. Brady Company, L.L.C.
4831 - 41st St.
Moline, IL 61265

OWNER:
(Name, legal status and address)

City of Muscatine Housing Authority
215 Sycamore St.
Muscatine, IA 52761

BOND AMOUNT: five percent (5%) of attached bid

SURETY:
(Name, legal status and principal place of business)

Developers Surety and Indemnity Company
5435 NW 100th St., #201
Johnston, IA 50131

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.

PROJECT:
(Name, location or address, and Project number, if any)

Clark House Domestic Water Heater Replacement
117 W. 3rd St.
Muscatine, IA

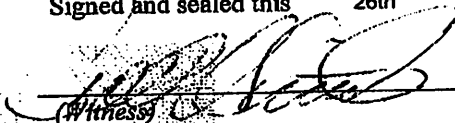
Project Number, if any:

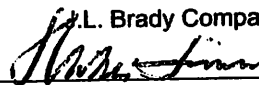
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

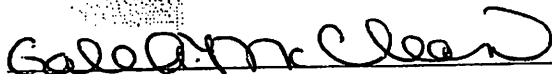
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 26th day of January, 2016


(Witness)

J.L. Brady Company, L.L.C.
By: 
(Principal) (Seal)

(Title) Developers Surety and Indemnity Company


(Witness)

By: 
(Surety) (Seal)

(Title) Daniel P. Curran, Attorney-In-Fact

(Title)

Init.

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint:
Daniel P. Curran, Mark J. Schwab, Robert D.S. Karll, Deanna L. Schwab, jointly or severally

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation, as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporation could do, but reserving to each of said corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008.

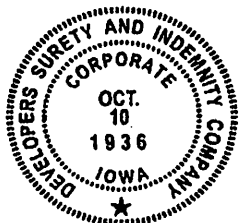
RESOLVED, that a combination of any two of the Chairman of the Board, the President, any Executive Vice-President, Senior Vice-President or Vice-President of the corporation be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this May 23, 2013.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Gregg N. Okura*
Gregg N. Okura, Vice-President

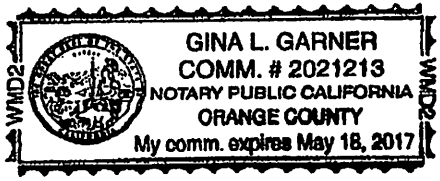


State of California
County of Orange

On May 23, 2013 before me, Gina L. Garner, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Gregg N. Okura
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph true and correct.

WITNESS my hand and official seal.
Signature *Gina L. Garner*
Gina L. Garner, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolution of the Board of Directors of said corporation set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 26th day of January, 2016.

By: *Mark J. Lansdon*
Mark J. Lansdon, Assistant Secretary

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 397073P

AIA Document A312

Performance Bond

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

CONTRACTOR (Name and Address):

J.L. Brady Company, L.L.C.
4831 - 41st St.
Moline, IL 61265

SURETY (Name and Principal Place of Business):

Developers Surety and Indemnity Company
1603 22nd St., Ste 200
West Des Moines, IA 50266

OWNER (Name and Address):

Muscatine Municipal Housing Agency (MMHA) Clark House
117 W. 3rd St.
Muscatine, IA 52761

CONSTRUCTION CONTRACT

Date: February 10, 2016

Amount: \$49,478.00 (forty-nine thousand four hundred seventy-eight and no/100 dollars)

Description (Name and Location):

City of Muscatine Housing Authority - Water Heater Replacment
Clark House #201540.00

BOND

Date (Not earlier than Construction Contract Date): February 10, 2016

Amount: \$49,478.00 (forty-nine thousand four hundred seventy-eight and no/100 dollars)

Modifications to this Bond: [X] None [] See Page 3

CONTRACTOR AS PRINCIPAL

COMPANY: (Corporate Seal)
J.L. Brady Company, L.L.C.

SURETY COMPANY:

(Corporate Seal)
Developers Surety and Indemnity Company

Signature: [Handwritten Signature]

Name and Title: MIKE TIMM OWNER

Signature: [Handwritten Signature]

Name and Title: Daniel P. Curran, Attorney-in-Fact

(Any additional signatures appear on page 3)

FOR INFORMATION ONLY-Name, Address and Telephone
AGENT OR BROKER:

OWNER'S REPRESENTATIVE (Architect,
Engineer or other party):

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its rights to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

2. Deny liability in whole or in part and notify the Owner citing reasons therefor.

5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available

to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title:

Address:

Signature: _____

Name and Title:

Address:

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2. With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly, or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be

null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

- .1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
- .2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
- .3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this

Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the

Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

Paragraph 6 is deleted in its entirety and the following is substituted in its place:

6. Once the Claimant satisfies the conditions of Section 4 and provides the Surety with all supporting documentation and any proof of claim requested, the Surety, within a reasonable period of time, shall notify the Claimant of the amounts it does not dispute and the bases for any amounts it does dispute. These bases may include, but are not limited to, inadequate documentation supporting the amount of or entitlement to the claim. The Surety within a reasonable period of time, shall pay or arrange to pay any undisputed amount. The failure of the Surety to timely discharge its obligations under this paragraph or to dispute or identify any specific defense to part or all of a claim shall not in any way be deemed 1) an admission of liability by the Surety; 2) a waiver of any of the Surety's or Contractor's defenses; or 3) a waiver of any other right or basis the Surety or Contractor may have to dispute some or all of the claim. The Claimant shall have the immediate right, without further notice, to bring suit against the Surety to enforce any remedy available under this Bond.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: _____ (Corporate Seal)

SURETY Company:
_____ (Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint:
Daniel P. Curran, Mark J. Schwab, Robert D.S. Karl, Deanna L. Schwab, jointly or severally

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation, as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporation could do, but reserving to each of said corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, any Executive Vice-President, Senior Vice-President or Vice-President of the corporation be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this May 23, 2013.

By: *Daniel Young*
Daniel Young, Senior Vice-President

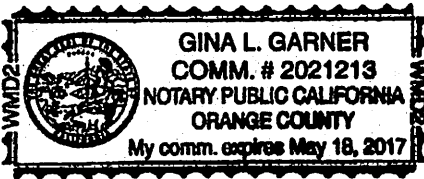
By: *Gregg N. Okura*
Gregg N. Okura, Vice-President



State of California
County of Orange

On May 23, 2013 before me, Gina L. Garner, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Gregg N. Okura
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Gina L. Garner*
Gina L. Garner, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolution of the Board of Directors of said corporation set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 10th day of February, 2016.

By: *Mark J. Lansdon*
Mark J. Lansdon, Assistant Secretary



MEMORANDUM

TO: Gregg Mandsager, City Administrator
FROM: Jodi Royal-Goodwin, Housing Administrator
DATE: February 18, 2016
RE: Domestic Water Heater Replacement for Clark House

INTRODUCTION: The Housing Agency solicited bids for the replacement of the domestic hot water heaters at Clark House, a 100-unit, eleven-story high-rise public housing complex for persons 50 years of age and older. This project will complete the replacement of all boilers at the project; boilers providing heat to the building were replaced in 2011 and 2012. Funding for this and all public housing improvements is through the Capital Fund Program from the U.S. Department of Housing and Urban Development (HUD).

BACKGROUND: The Clark House was constructed in 1977 under HUD's public housing program. In 2011 and 2012 the boilers installed during construction to heat the building were replaced, leaving the domestic hot water boilers in place.

At their November 5, 2015 meeting, Council approved a contract with A&J Associates PC for design and project management. The cost estimate based on the design was \$59,415.

The bid notice ran in the Muscatine Journal on January 6, 2016, and a pre-bid conference was held January 12, 2016. Bids were solicited from qualified contractors as well as through advertising in the *Quad-City Times* and *Muscatine Journal*.

The bid opening was held at Muscatine City Hall in the council chambers January 26. Four bids were received and determined to meet the submission requirements.

At the February 4 meeting of the Muscatine City Council, a bid from JL Brady Company, L.L.C. for \$49,478 was accepted as the lowest responsive bid and a contract was awarded.

Council action is required to approve the contract between Muscatine Municipal Housing Agency/City of Muscatine and performance bond. Project costs will be paid through the Public Housing Capital Fund Program.

RECOMMENDATION: It is recommended the city council, acting as the Muscatine Public Housing Agency Board of Commissioners, approve the attached resolution approving the contract and bond for the replacement of domestic water heaters at Clark House.