MUSCATINE

City Hall, 215 Sycamore St.
Muscatine, IA 52761-3840
(563) 262-4141
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COMMUNITY DEVELOPMENT

Planning,
Zoning,
Building Safety,
Construction Inspection Services,
Public Health,
Housing Inspections,
Code Enforcement

MEMORANDUM

To: Mayor and City Council Members

Cc: Gregg Mandsager, City Administrator
Dave Gobin, Community Development Director

From: Adam Thompson, Community Development Coordinator

Date: January 1, 2016

Re: Airport Electrical Upgrade Project - IDOT Project No. 9I160MUT100 – Resolution Approving Contract and Bond

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Introduction & Background: The City of Muscatine received funding from the Iowa DOT to upgrade airport runway electrical. The City of Muscatine continues to utilize Anderson-Bogert Engineers & Surveyors, Inc, for design and consultant services at the Muscatine Municipal Airport. On November 19, 2015, City Council approved plans, specifications, form of contract, cost estimate and established December 10, 2015 as the bid opening date. One bid was received from Voltmer, Inc.

The grant award allocated $60,000 for construction. The bid from Voltmer was for $39,269, below the engineers estimate by $20,731. We are working with the Engineer and Voltmer to identify additional work items to be completed in an attempt to use the full grant award. A future change order will be submitted to account for additional work added to the project.

The non-weather dependent upgrades will be completed over the winter months and underground improvement will be completed in the spring

RECOMMENDATION/RATIONALE: It is recommended that City Council approve the attached resolution approving the contract and bond with Voltmer Inc. for the project identified as Airport Electrical Upgrade.

1. Resolution

Prepared by Adam Thompson – City Hall – 215 Sycamore St. – Muscatine, IA 52761 – 563.262.4141

RESOLUTION NO. _____

RESOLUTION APPROVING CONTRACT AND BOND RELATED TO THE UPGRADE AIRPORT ELECTRICAL PROJECT AT THE MUSCATINE MUNICIPAL AIRPORT

(IDOT Project No. 9I160MUT100)

WHEREAS, the City Council has for the City of Muscatine, Iowa, authorized the preparation of plans and specifications, form of contract, cost estimate, and established a bid opening date for improvements at the Muscatine Municipal Airport identified as "Upgrade Airport Electrical Project", further identified as IDOT Project #9I160MUT100; IDOT Contract #17458; and

WHEREAS, the City of Muscatine opened bids for said project on December 10, 2015; and

WHEREAS, the City Council for the City of Muscatine, Iowa, determined that the following bid is the lowest responsible bid:

Contractor Name & Address	Amount of Bid
Voltmer, Inc. **1732 Old Stage Road / P.O. Box 200** **Decorah, Iowa 52101**	**$39,269.00**

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MUSCATINE, IOWA, that the contract with Voltmer Inc. for the Upgrade Airport Electrical Project at the Muscatine Municipal Airport, also known as **"IDOT Project No. 9I160MUT100"; IDOT Contract #17458** is hereby approved.

BE IT FURTHER RESOLVED that the bond for the project is hereby accepted and approved as submitted.

PASSED, APPROVED, AND ADOPTED this 7th day of January, 2016.

CITY COUNCIL OF THE CITY OF
MUSCATINE, IOWA

ATTEST:

_____
Diana Broderson, Mayor

_____
Gregg Mandsager, City Clerk

FORM OF CONTRACT

This Contract entered into in duplicate at Muscatine, Iowa, this 17th day of December, 2015, by and between the City of Muscatine, Iowa, hereinafter called the Owner, and Voltmer, Inc., hereinafter called the Contractor.

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials, and equipment and to construct the public improvement consisting of: CITY OF MUSCATINE, IOWA, UPGRADE AIRPORT ELECTRICAL SYSTEM, MUSCATINE MUNICIPAL AIRPORT, all in the City of Muscatine, Iowa, ordered to be constructed by the City Council of the City of Muscatine, Iowa, by Resolution duly passed on the 19th day of November, 2015, and shown and described in the Plans and Specifications therefore now on file with the City Clerk of said City.

Said improvement shall be constructed strictly in accordance with said Plans and Specifications.

The following parts of the Plans and Specifications for said project attached hereto shall be made a part of this contract as fully as though set out herein verbatim:

a. Entire Project Manual
b. Notice to Bidders
c. Instructions to Bidders
d. Special Provisions
e. General Provisions (SUDAS)
f. Standard Specifications (SUDAS) and Standard Specifications (FAA)
g. Form of Proposal
h. Bid Bond
i. Performance, Payment, and Maintenance Bond
j. Non-Collusion Affidavit of Prime Bidder
k. Targeted Small Business (TSB) Pre-Bid Contact Information
l. Plan of Improvements
m. This Instrument

On completion of the said improvement, the Owner agrees to pay to the Contractor therefore the prices set out in the Form of Proposal of the Contractor, said payment to be made in the manner stated in the published Notice to Bidders.

In Witness whereof, this Contract has been executed in duplicate on the date first herein written.

Voltmer, Inc.
Contractor

By: [signature]
Title: Mike Voltmer, President
Date: 12-23-2015

Notary Public:

ANNETTE BJORK
Commission Number 742254
My Commission Expires
8/15/2018

State of Iowa
County of Winneshiek
Signed and sworn to (or affirmed) before me on
Date: 12-23-2015,
By: Mike Voltmer,
Signature: [signature]
Annette Bjork Notary Public

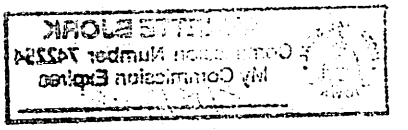
CITY OF MUSCATINE, IOWA

By_____

Title:_____

Attest: _____

Title:_____



SURETY BOND NO. S441685/S441686

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Voltmer, Inc., as Principal (hereinafter the "Contractor" or "Principal" and Employers Mutual Casualty Company, as Surety are held and firmly bound unto City of Muscatine, 215 Sycamore Street, Muscatine, Iowa, as Obligee (hereinafter referred to as "the Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of ---Thirty Nine Thousand Two Hundred Sixty Nine and no/100--- DOLLARS ($---39,269.00---), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 17th day of December, 2015, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

Project Name: Upgrade Airport Electrical System, Muscatine Municipal Airport

Project Location: Muscatine, Iowa

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. PERFORMANCE: The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

2. PAYMENT: The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations

furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price which the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573, Code of Iowa, which by this reference is made a part hereof as though fully set out herein.

3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:

   A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of two (2) years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;

   B. To keep all work in continuous good repair; and

   C. To pay the Jurisdiction's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Jurisdiction at the time such work was accepted.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

   A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;

   B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent of the total contract price, and that this bond shall then be released as to such excess increase; and

   C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits, and overhead, where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys fees (including overhead expenses of the Jurisdiction's staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified, so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Jurisdiction incurs any "outlay and expense" in defending itself with respect to any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Jurisdiction whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Muscatine County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly and severally, to pay the Jurisdiction all outlay and expense incurred therefore by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action or actions or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract,

in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Witness our hands, in triplicate, this 22nd day of December, 2015.

Surety Countersigned By:

not required
Signature of Iowa Resident Commission Agent as Prescribed by Chapter 515.52-57, Iowa Code. (Require only if Attorney-in-Fact is not also an Iowa Resident Commission Agent).

Name of Resident Commission Agent

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

PRINCIPAL:

Voltmer, Inc.
Contractor

By: Signature

Mike Voltmer, President
Title

SURETY:

Employers Mutual Casualty Company
Surety Company

By: Signature of Attorney-In-Fact & Iowa Resident Agent

Dione R. Young
Name of Attorney-In-Fact & Iowa Resident Agent

Holmes, Murphy and Associates, LLC
Company Name

P. O. Box 9207
Company Address

Des Moines, IA 50306-9207
City, State, Zip Code

515-223-6987
Company Telephone Number

THE FACE AND REVERSE OF THIS DOCUMENT HAVE A COLORED FLAG ON WHITE PAPER

EMC INSURANCE

P.O. Box 712 • Des Moines, IA 50306-0712

No. B17839

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. **Employers Mutual Casualty Company, an Iowa Corporation**
2. **EMCASCO Insurance Company, an Iowa Corporation**
3. **Union Insurance Company of Providence, an Iowa Corporation**
4. **Illinois EMCASCO Insurance Company, an Iowa Corporation**
5. **Dakota Fire Insurance Company, a North Dakota Corporation**
6. **EMC Property & Casualty Company, an Iowa Corporation**
7. **Hamilton Mutual Insurance Company, an Iowa Corporation**

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:
CRAIG E. HANSEN, LACEY CRAMBLIT, BRIAN M. DEIMERLY, JAY D. FREIERMUTH, TIM MCCULLOH, CINDY BENNETT, ANNE CROWNER, STACY VENN, DIONE R. YOUNG, SHIRLEY S BARTENHAGEN

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

In an amount not exceeding Ten Million Dollars.....$10,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire APRIL 1, 2017 unless sooner revoked.

AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 20th day of JANUARY, 2014.

Seals

ILLINOIS EMCASCO INSURANCE COMPANY CORPORATE SEAL IOWA

UNION INSURANCE COMPANY OF PROVIDENCE INCORPORATED 1863 IOWA

EMC PROPERTY & CASUALTY CO. INCORPORATED 1953 IOWA

EMCASCO INSURANCE COMPANY CORPORATE SEAL IOWA

DAKOTA FIRE INSURANCE COMPANY CORPORATE SEAL NORTH DAKOTA

EMPLOYERS MUTUAL CASUALTY CO. CORPORATE SEAL DES MOINES, IOWA

HAMILTON MUTUAL INSURANCE CO. MUTUAL INSURANCE DES MOINES, IOWA

NOTARIAL SEAL IOWA
KATHY LYNN LOVERIDGE
Commission Number 780769
My Commission Expires
October 10, 2016

Bruce G. Kelley, Chairman of Companies 2, 3, 4, 5 & 6; President of Company 1; Vice Chairman and CEO of Company 7

Michael Freel
Assistant Vice President

On this 20th day of JANUARY AD 2014 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freel, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Vice President/Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Michael Freel, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies.
My Commission Expires October 10, 2016.

Kathy Lynn Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on JANUARY 20, 2014 on behalf of:
CRAIG E. HANSEN, LACEY CRAMBLIT, BRIAN M. DEIMERLY, JAY D. FREIERMUTH, TIM MCCULLOH, CINDY BENNETT, ANNE CROWNER, STACY VENN, DIONE R. YOUNG, SHIRLEY S BARTENHAGEN

are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 22nd day of December, 2015.

Vice President

"For verification of the authenticity of the Power of Attorney you may call (515) 345-2689."