



Roll Call Number

21-1796

Agenda Item Number

12

Date December 6, 2021

APPROVING CONSTRUCTION OF STORM SEWER IMPROVEMENTS INCLUDED IN THE CONTRACT FOR THE FEDERAL COURTHOUSE BETWEEN RYAN COMPANIES US, INC. AND US GENERAL SERVICES ADMINISTRATION, HEARTLAND REGION 6 IN 101 LOCUST STREET \$85,812.00

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DES MOINES, IOWA: That construction of Storm Sewer Improvements to serve the Federal Courthouse located at 101 Locust Street, as shown on Plan File numbers 603-205/208, set forth in a Private Construction Contract included as a Modification No. PS0070 and made a part of Contract No. 47PG0218C003 between Ryan Companies US, Inc. (Russell Lewton, Senior Vice President, 50 South Tenth Street, Suite 300, Minneapolis, MN, 55403 - as Contractor) and US General Services Administration (Heartland Region 6, Michael Flanigan, Manager, 2300 Main St., 7th Floor, Kansas City, MO, 64131 as Owner) is hereby approved, subject to receipt of executed copies of Modification No. PS0070 and bond approved as to form by the Legal Department, and certificate of insurance acceptable to the Engineering Department.

BE IT FURTHER RESOLVED: That permission be and is hereby granted to the parties of said contract to construct said Storm Sewer Improvements in accordance with said contract documents and subject to receipt of executed copies of Modification No. PS0070 and bond approved as to form by the Legal Department and certificate of insurance acceptable to the Engineering Department, subject to inspection and approval of the Des Moines City Engineer.

Activity ID: 082021104

Moved by *Gatto* to adopt.

FORM APPROVED:

S/Kathleen Vanderpool

Kathleen Vanderpool
Deputy City Attorney



Funding Source: All project costs are to be paid by the Owner(s), US General Services Administration, Heartland Region 6



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COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE	✓			
BOESEN	✓			
GATTO	✓			
GRAY	✓			
MANDELBAUM	✓			
VOSS	✓			
WESTERGAARD	✓			
TOTAL	7			
MOTION CARRIED			APPROVED	

J. M. Franklin Cownie
 Mayor

CERTIFICATE

I, P. Kay Cmelik, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

P. Kay Cmelik

City Clerk

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NUMBER PS0070		3. EFFECTIVE DATE 11/17/2021	4. REQUISITION/PURCHASE REQUISITION NUMBER EQ6P1CF-17-0040	1 10
6. ISSUED BY West Acquisition Branch 2300 Main St KANSAS CITY, MO 64108 USA		CODE 6P1QW	7. ADMINISTERED BY (If other than Item 6) West Acquisition Branch 2300 Main St KANSAS CITY, MO 64108 USA	CODE 6P1QW
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) RYAN COMPANIES US, INC. 533 S 3RD ST STE 100 MINNEAPOLIS, MN 55415 DUNS: 068163195 Cage Code: 3VPB2			(X)	9A. AMENDMENT OF SOLICITATION NUMBER
CODE			<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
FACILITY CODE			(X)	10A. MODIFICATION OF CONTRACT/ORDER NUMBER 47PG0218C0003
				10B. DATED (SEE ITEM 13) 6/21/2018

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Modification Obligation Amount: \$0.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.


CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-4 Changes(JUN 2007) & GSAR 552.243-71 – Equitable Adjustments(JAN 2009)
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

[See Description of Modification Continuation Page]

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Russ Lewton VP Construction Ops		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michael Flanigan, Contracting Officer	
15B. CONTRACTOR/OFFEROR DocuSigned by: Russ Lewton	15C. DATE SIGNED 11/17/2021	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 11/17/21
81F9F386B690515 Signature of person authorized to sign			

Previous edition unusable

Description of Modification Continuation Page

Modification Description:

The following items are hereby incorporated into contract 47PG0218C0003:

*Government Change Order P-85 in total amount of: N/A

*Clauses Terms and conditions remained unchanged from PS63 CMc Clause incorporation

*The order of precedence as listed in Agreement III.N remains unchanged

*The completion date remains the same

Contract Modification P-85 PS70: Incorporates the document entitled, " City of Des Moines Private Construction Contract Language", for associated work that was included in P-78 PS66. Costs associated with this scope were included in the modification P-78 PS66 Fitness Room Slab Storm Water Discharge.

Current Contract Value: \$109,743,426.87

Total Contract Price Increased by: N/A

Total Contract Price Decreased by: N/A

New Contract Value: N/A

Time Extended: N/A

Current Substantial Completion date: 11/22/2022

Contract Completion date: 1/21/2023

Revised Substantial Completion date: N/A

Revised Contract Completion date: N/A

SF30 List of Accounting Strings

Accounting String	Amount Obligated
EN-47PG0218C0003.2017.192X.06.P0644001.PG51.PG211.N20.NIA00003.IA0089ZZ.....NIA00003IA0089ZZ.CIPNEW CON.1.0.	\$0.00
EN-47PG0218C0003.2021.192X.06.P0644001.PG51.PG413.N20.NIA00003.IA0089ZZ.....NIA00003IA0089ZZ.CIPNEW CON.1.0.	\$62,575,883.92
EN-47PG0218C0003.2021.192X.06.P0644001.PG51.PG211.N20.NIA00003.IA0089ZZ.....NIA00003IA0089ZZ.CIPNEW CON.1.0.	\$86,791.34
EN-47PG0218C0003.2021.192X.06.P0644001.PG51.PGK25.N20.NIA00003.IA0089ZZ.....NIA00003IA0089ZZ.CIPNEW CON.1.0.	\$16,636.71
EN-47PG0218C0003.2021.192X.06.P0644001.PG80.PG413.K01.B5012019.IA0089ZZ.0008.5012019.1.....	\$114,849.48
EN-47PG0218C0003.2021.192X.06.P0644001.PG80.PG413.K01.B5011939.IA0089ZZ.0007.5011939.1.....	\$18,479.65
EN-47PG0218C0003.2021.192X.06.P0644001.PG51.PGA11.N20.NIA00003.IA0089ZZ.0009.....NIA00003IA0089ZZ.CI PNEWCON.1.0.	\$191,571.00
EN-47PG0218C0003.2017.192X.06.P0644001.PG51.PG413.N20.NIA00003.IA0089ZZ.....NIA00003IA0089ZZ.CIPNEW CON.1.0.	\$0.00
EN-47PG0218C0003.2018.192X.06.P0644001.PG51.PG211.N20.NIA00003.IA0089ZZ.....NIA00003IA0089ZZ.CIPNEW CON.1.0.	\$751,043.47
EN-47PG0218C0003.2019.192X.06.P0644001.PG51.PG211.N20.NIA00003.IA0089ZZ.....NIA00003IA0089ZZ.CIPNEW CON.1.0.	\$62,125.81
EN-47PG0218C0003.2019.192X.06.P0644001.PG51.PG413.N20.NIA00003.IA0089ZZ.....NIA00003IA0089ZZ.CIPNEW CON.1.0.	\$2,030,597.90
EN-47PG0218C0003.2020.192X.06.P0644001.PG51.PG413.N20.NIA00003.IA0089ZZ.....NIA00003IA0089ZZ.CIPNEW CON.1.0.	\$42,899,835.81
EN-47PG0218C0003.2020.192X.06.P0644001.PG51.PGL22.V05.NIA00004.IA0089ZZ.....	\$604,337.91
EN-47PG0218C0003.2020.192X.06.P0644001.PG51.PG211.N20.NIA00003.IA0089ZZ.....NIA00003IA0089ZZ.CIPNEW CON.1.0.	\$391,273.87



PRIVATE CONSTRUCTION CONTRACT

THIS PRIVATE CONSTRUCTION CONTRACT (hereinafter "Contract"), made and entered into on the 17 day of, November 2021, by and between Ryan Companies US, Inc., (hereinafter called the "Contractor"), and US General Services Administration, Heartland Region 6 (hereinafter called the "Owner").

WHEREAS, the Owner owns property in the City of Des Moines (hereinafter called the "City" or "Jurisdiction") which requires improvements, as described herein, be constructed for development of the property; and

WHEREAS, the improvements are being constructed at Owner's sole cost and expense; and

WHEREAS, the Contactor is responsible for constructing the improvements as set forth in this Contract; and

WHEREAS, this Contract is to set forth the responsibilities of the Owner and Contractor for construction of the improvements and the conditions and requirements that are to be met before the acceptance of the improvements by the City.

WITNESSETH: That the Contractor and Owner, for the consideration stated herein, agree as follows:

ARTICLE I: DESIGN

Owner represents and agrees that the improvements have been designed in accordance with the current edition of SUDAS (Statewide Urban Standard Design and Specifications) and all other applicable laws, regulations, codes, ordinances and City approved design references.

ARTICLE II: SCOPE OF WORK

The Contractor hereby agrees to complete the work comprising the below referenced improvements as specified in the Contract Documents, which are officially on file in the office of the City Engineer. This Contract includes all Contract Documents, as defined in the SUDAS Standard Specifications, 2021 Edition for the construction of the following improvements:

Storm Sewer and Paving improvements to serve the new U.S. Courthouse - Des Moines located at 101 Locust Street, as shown on Plan File numbers 603-205/208.

In accordance with Plan File Numbers 603-205/208

The Quantity of work to be done is estimated as shown on Attachment A. The Contractor further agrees to complete the work in strict accordance with said Contract and Contract Documents, and to guarantee the work and improvements as required by law and for the time required in said Contract and Contract Documents, after its acknowledgment of completion and acceptance by the City of Des Moines, Iowa, hereinafter called the "Jurisdiction".

The improvements shall be constructed in accordance with the SUDAS Standard Specifications, 2021 Edition, which were adopted by the City of Des Moines on May 10, 2021 under Roll Call Number 21-0672¹, as further revised by the City of Des Moines General Supplemental Specifications² to the SUDAS Standard Specification, 2021 Edition, all special provisions included in said Contract Documents and all applicable laws, regulations and codes.

¹ The SUDAS Standard Specification may be viewed at the Iowa SUDAS website: <https://iowasudas.org/manuals/specifications-manual/> or can be purchased online at the Iowa SUDAS website at <https://iowasudas.org/order-the-manuals/>.

² [https://cms2.revize.com/revize/desmoines/document_center/Engineering%20and%20Traffic%20Forms%20and%20Documents/ENG-Regulations/Supp%20Specs%202021%20Edition%20Effective%20May%202024,%202021.pdf?pdf=Supplemental%20Specs%202021%20Edition%20\(Effective%20May%2024%2C%202021\)&t=1620748904245&pdf=Supplemental%20Specs%202021%20Edition%20\(Effective%20May%2024%2C%202021\)&t=1620748904245](https://cms2.revize.com/revize/desmoines/document_center/Engineering%20and%20Traffic%20Forms%20and%20Documents/ENG-Regulations/Supp%20Specs%202021%20Edition%20Effective%20May%202024,%202021.pdf?pdf=Supplemental%20Specs%202021%20Edition%20(Effective%20May%2024%2C%202021)&t=1620748904245&pdf=Supplemental%20Specs%202021%20Edition%20(Effective%20May%2024%2C%202021)&t=1620748904245)

ARTICLE III: CITY IS THIRD PARTY BENEFICIARY

The Owner and Contractor expressly agree that the City is a third-party beneficiary of this Contract. Owner and Contractor acknowledge and agree that the improvements to be constructed under this Contract are intended to be conveyed to the City. As such, Owner and Contractor expressly agree that services are being indirectly provided to the City under this Contract, that the City is a third party beneficiary of this Contract with respect to the improvements which it is constructing and that the provisions of this Contract shall inure to the benefit of and shall be enforceable by the City as if it were the Owner hereunder. Owner and Contractor acknowledge and agree that they are contractually obligated to the City pursuant to this provision. All cost of construction of the improvements shall be at the sole cost and expense of the Owner and at no expense to the City.

ARTICLE IV: COMMENCEMENT AND COMPLETION OF WORK

The Contractor hereby agrees to commence the work not later than June 1, 2022, and to fully complete the work and improvements, all punch list items and final clean up and provide applicable as built plans not later than November 22, 2022.

ARTICLE V: APPROVAL OF PLANS AND SPECIFICATIONS

The Owner must obtain written approval of the City Engineer of the plans and specifications for the improvements. Any changes to those plans and specifications or Contract Documents once approved by the City Engineer must also be approved in writing by the City Engineer.

ARTICLE VI: MAINTENANCE REQUIREMENTS

The Contractor 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 four (4) 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 inspecting 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 agreement herein made extends to defects in workmanship or materials not discovered or known to the Jurisdiction at the time such work was accepted.

ARTICLE VII: THE CONTRACT SUM

Upon performance of this Contract by the Contractor, the Owner shall pay to the Contractor the lump sum of Eighty-five thousand eight hundred twelve dollars (\$ 85,812.00), or the total amount based upon the actual quantities constructed and the unit prices listed on Attachment A, which payment shall be in full compensation and settlement for the work. Except as hereafter provided, the details regarding actual payment by the Owner to the Contractor for compensation for work completed shall be between the Owner and the Contractor. The City shall hold the Owner and Contractor responsible for the completion of the work and improvements, until final acceptance is made. Said final acceptance means a certificate of completion of the project, submitted by the Des Moines City Engineer to the Des Moines City Council with written acceptance by the Des Moines City Council by approval of a resolution accepting the improvements. Such certification, approval and acceptance shall not constitute an acceptance of any unauthorized work, and no approval, acceptance or payment shall constitute an acceptance of unauthorized or defective work or improper material.

ARTICLE VIII: GENERAL

A. ENGINEERING SERVICES AND INSPECTIONS

The Contractor agrees to comply with all procedures required by the Jurisdiction to include, but not limited to: plan check, testing, and construction inspection(s). The Jurisdiction reserves the right to inspect all work on said improvements to the same standard as if the improvement was a Jurisdiction-funded public improvement. The Owner shall hire a licensed surveyor to do all survey work needed for this Contract including an as-built survey. The surveyor shall contact the Jurisdiction regarding format and information required on the as-built survey.

B. INSPECTION COORDINATION

The Contractor shall contact the Des Moines Engineering Department at 515-283-4177 (or cellular 515-208-4177), 24-hours before beginning construction and coordinate with Des Moines Engineering Department for inspection. The Contractor shall make arrangements and accommodate inspections by the Jurisdiction. **Failure to have inspections as required may result in the City requiring the Contractor to remove and replace some or all of the work or may result in the City not accepting the improvements.** The Contractor shall notify the Owner and the City Engineer in writing when all construction work, including the punch list and final cleanup, is completed; so that the City Engineer can make a final inspection of the work, and the Owner can order the as-built survey if required and have the surveyor file a monument preservation certification in accordance with Iowa Code 355.11 (if applicable).

C. FEES PAID BY THE OWNER AND/OR CONTRACTOR

The Owner and/or Contractor agree to obtain all federal, state, and local permits and pay all fees necessary for the Contract work including, but not limited to, Grading and NPDES permits. The Owner agrees to pay the City's administrative, inspection, and testing fees in accordance with Section 94-321 of the Des Moines City Code, at the time the private construction Contract is submitted to the City Engineer for review and prior to presentation to City Council for approval and permission to construct the improvement. Said fees were established by the City Council on December 18, 2002, under Roll Call No. 02-3007 as follows:

Description of Service/Permit	Fee
Administrative Fee for private construction contracts	\$900.00 per contract
Inspection and Testing Fee for private Paving construction contracts	6% of the first \$30,000 of construction contract cost and 2% thereafter
Inspection and Testing Fee for private Sanitary Sewer construction contracts	8% of the first \$30,000 of construction contract cost and 3% thereafter
Inspection and Testing Fee for private Storm Sewer construction contracts	8% of the first \$30,000 of construction contract cost and 2% thereafter

Payment should be made payable to the City of Des Moines and presented with this contract

FEE CALCULATION

Enter data for this contract and calculate fees below, which is the sum of the \$900.00 administrative fee plus the inspection and testing fees based upon the contract costs. (See instructions for example calculations.)

Paving Fee: Construction Amount \$ 40,372.00

Administrative Fee: \$900.00 \$ 900

Inspection and Testing Fee:

- 6% of first \$30,000 of paving construction cost \$ 1,800.00

- 2% of the remaining paving construction cost over \$30,000 \$ 207.44

Total Paving Fee: \$ 2,907.44

Sanitary Sewer Fee: Construction Amount \$ 0

Administrative Fee: \$900.00 \$ 0

Inspection and Testing Fee:

- 8% of first \$30,000 of sanitary sewer construction cost \$ 0

- 3% of the remaining sanitary sewer construction cost over \$30,000 \$ 0

Total Sanitary Sewer Fee: \$ 0

Storm Sewer Fee: Construction Amount \$ 45,440.00

Administrative Fee: \$900.00 \$ 0

Inspection and Testing Fee:

- 8% of first \$30,000 of storm sewer construction cost \$ 2,400.00

- 2% of the remaining storm sewer construction cost over \$30,000 \$ 308.80

Total Storm Sewer Fee : \$ 2708.80

D. BONDS, INSURANCE AND INDEMNITY

The Contractor agrees to provide the insurance required by Section 1070, Part 3 – Bonds and Insurance, of said Standard Specifications through the period of operations covered by this Contract until acknowledgment of completion and/or acceptance by the Des Moines City Council; and the Contractor shall defend, indemnify, and hold harmless the Jurisdiction and its officers, agents, and employees in accordance with Section 1070, 3.03 Contractor's Indemnity - Contractual Liability Insurance. The Contractor agrees to provide, on the form provided, a Performance, Payment and Maintenance Bond in the full amount of this Contract with the maintenance period of four years.

E. NON-DISCRIMINATION

The Contractor hereby acknowledges and agrees to comply with any and all applicable provisions of the Des Moines Human Rights Ordinance, Chapter 62 of the Des Moines Municipal Code. The Contractor specifically agrees not to discriminate against any employees or applicants for employment on the basis of age, race, religion, creed, color, sex, sexual orientation, gender identity, national origin, ancestry, disability or familial status. The Contractor further agrees to include this provision in all subcontracts for this project.

F. PUNCH LIST ITEMS AND FINAL COMPLETION

The Contractor is responsible for timely completion of the improvements in accordance with Article III, including construction of the improvements, completion of all punch list items, final cleanup and providing the as-built survey to the City that also indicates whether the surveyor was required to file a monument preservation certification in accordance with Iowa Code 355.11. **All those items must be completed by the dates set forth in Article IV, or the Contractor will be in violation of this Contract.**

G. CITY'S STANDARD FORM CONTRACT CONTROLS

The Owner and the Contractor acknowledge that this Contract has been prepared utilizing a standard City of Des Moines contract form provided by the City or downloaded from the City's website in PDF (Portable Document Format). The Owner and Contractor represent that no changes have been made to the form of this Contract other than to insert required information and text in text boxes provided for that purpose, and they agree that unauthorized changes made to the form of the contract shall not be binding on them or on the City and that the form of the contract as it appears on the City's website shall govern and be binding on the parties to this Contract.

H. SURVEY MONUMENT PRESERVATION

The Owner and Contractor are responsible to fully comply with Section 355.6A of the Iowa Code and shall hire or cause to be hired a licensed professional surveyor to determine if a monument (such as a property corner, section corner, survey control) is likely to be disturbed or removed prior to construction and provide that information to the City before construction begins. The surveyor shall locate and preserve the monuments likely to be disturbed or removed, in the manner provided in section 355.6A. In accordance with Iowa Code 355.11, United States Public Land Survey Corner Monuments shall be preserved and/or replaced.

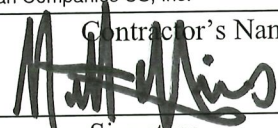
I. NPDES PERMIT AND STORM WATER POLLUTION PREVENTION PLAN REQUIREMENTS

If the work under this Contract disturbs one or more total acres, this Contract is subject to Section 402(b) of the Clean Water Act and Iowa Code Section 455B.174 and Iowa Administrative Code 567-64.4 (projects disturbing one or more total acres) and requires inclusion in the National Pollution Discharge Elimination System (NPDES) General Permit No. 2, or an individual NPDES Permit for stormwater (also storm water) discharge associated with industrial activity for construction activities. All work shall be in accordance with Section 9040 – Erosion and Sediment Control of the SUDAS Standard Specifications. The revisions to Section 9040 – Erosion and Sediment Control that are included in the City of Des Moines General Supplemental Specifications to the current SUDAS Standard Specification, as referenced above, shall not apply. The Owner, and its Contractor, shall be totally responsible for all Erosion and Sediment Control work including preparing the storm water pollution prevention plan, publications, notices, fees, fines, and all stormwater pollution prevention work.

J. TREE PROTECTION SUPPLEMENTAL SPECIFICATIONS

- A. WORK ON PRIVATE PROPERTY: Chapter 42, Article X, Tree Removal and mitigation, of the Municipal Code of the City of Des Moines shall apply.
- B. WORK ON PUBLIC RIGHT OF WAY: The City of Des Moines Supplemental Specification for Tree Protection shall apply to this private Construction Contract. The Supplemental Specification for Tree Protection is available from the City Engineer's Office and is also available at the following link: Tree Regulations

IN WITNESS WHEREOF, the Parties hereto have caused this Instrument to be executed in four (4) original counterparts as of the day and year first above written.

<p>OWNER</p> <p>US General Services Administration, Heartland Region 6 <hr/> Owner's Name</p> <p>By _____ Signature</p> <p>Michael Flanigan <hr/> Printed Name</p> <p>Contracting Officer <hr/> Title</p> <p>2300 Main St., 7th Floor <hr/> Address</p> <p>Kansas City, MO 64131 <hr/> City, State, Zip Code</p> <p>816.823.4912 <hr/> Telephone Number</p> <p>michael.flanigan@gsa.gov <hr/> Email Address</p> <p>Type or print the name and title of the company's owner, president, CEO, etc. if a different person than entered above.</p> <p>_____ Name</p> <p>_____ Title</p>	<p>CONTRACTOR</p> <p>Ryan Companies US, Inc. <hr/> Contractor's Name</p> <p>By  Signature</p> <p>Matt Hillis <hr/> Printed Name</p> <p>Vice President of Construction <hr/> Title</p> <p>111 East Grand, Suite 200 <hr/> Address</p> <p>Des Moines, IA 50309 <hr/> City, State, Zip Code</p> <p>(515) 309-8500 <hr/> Telephone Number</p> <p>matt.hillis@ryancompanies.com <hr/> Email Address</p> <p>Type or print the name and title of the company's owner, president, CEO, etc. if a different person than entered above.</p> <p>Brian Murray <hr/> Name</p> <p>Chief Executive Officer <hr/> Title</p>
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CONTRACTOR IDENTIFICATION INFORMATION To Be Provided By:

1. All Contractors: Contractor's public registration number issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code: C90599.
2. Out-of-State Contractors: Contractor's Bond (State of Iowa, Division of Labor, Out-of-State Contractor Project Bond) pursuant to Section 91C.7 of the Iowa Code
Bond No: 105589466
Name of Surety: Travelers

NOTE: All signatures on this contract must be original signatures in ink; copies or facsimile of any signature will not be accepted.

ATTACHMENT A

In accordance with Article II: Scope of Work, the Quantity of work to be done is estimated on this Private Construction Contract Attachment A as listed below.

In accordance with Article IV: The Contract Sum is the compensation to be paid by the Owner to the Contractor.

- If the Contractor is to be paid based upon a lump sum price, this amount should be entered on the Contract and only the Item Number, Description, and Quantity of the work as shown on the construction plans need to be listed below.
- If the Contractor is to be paid based upon the total amount of the actual quantities constructed instead of based upon a lump sum price, then the Item Number, Description, and Estimated Quantities of work as shown on the construction plans as well as the Unit Prices, and Total Prices are to be listed below, and the total contract sum should be entered in the space provided for the contract sum on the Contract.

Item No.	Description	Quantity	Unit Price	Total Price
ST-100	SW 401 72" Diameter Storm Sewer MH with SW-602 Type 'F' Casting	1 Each		
ST-101	SW-503 Single Grate Intake with MH with SW-602 Type 'E' and SW-603 Type 'R' Casting	1 Each		
ST-102	SW-501 Single Grate Intake with SW-603 Type 'R' Casting	1 Each		
ST-103	SW-501 Single Grate Intake with SW-603 Type 'R' Casting	1 Each		
P-101	15" RCP Storm Sewer	49 LF		
P-102	15" RCP Storm Sewer	27 LF		
P-103	15" RCP Storm Sewer	62 LF		
ST-0S	S-501 Single Grate Intake with SW-603 Type 'R' Casting	1 Each		
	Paving Removal and Replacement in Grand Avenue			
	Paving Removal and Replacement in Locust Street			
			TOTAL CONTRACT SUM:	\$85,812

UNITED STATES OF AMERICA,
acting by and through the General Services Administration

By: [Signature]

Name: Michael P. Flanigan

Title: Contracting Officer

Iowa
STATE OF MISSOURI)

Polk) ss.
COUNTY OF JACKSON)

On this 17 day of November, 2021, before me, a Notary Public in and for said County and State, personally appeared Michael P. Flanigan to me personally known, who states s/he is the contracting officer of the General Services Administration and s/he is duly authorized in his/her capacity as contracting officer to execute the foregoing instrument for and in the name and behalf of the General Services Administration and further stated that s/he so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

[Signature]
Notary Public in the State of ~~Missouri~~ Iowa



CONTRACTOR'S CORPORATE ACKNOWLEDGEMENT

State of Iowa)
) SS
Polk County)

On this 17 day of November, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Math Hillis and _____, to me known, who, being by me duly sworn, did say that they are the VP, Construction, and _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that Math Hillis and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa
My commission expires 2/8/22



CONTRACTOR'S PARTNERSHIP ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ to me personally known, who being by me duly sworn, did say that the person is one of the partners of _____, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____

CONTRACTOR'S INDIVIDUAL ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

Notary Public in and for the State of _____
My commission expires _____

CONTRACTOR'S LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me a Notary Public in and for said county, personally appeared _____, to me personally known, who being by me duly sworn did say that person is _____ of said _____, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) _____, and that said instrument was signed and sealed on behalf of the said _____, by authority of its managers and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said _____, by it voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____



PERFORMANCE, PAYMENT & MAINTENANCE BOND
FOR PRIVATE CONSTRUCTION CONTRACTS

KNOW ALL MEN BY THESE PRESENTS:

That we, Ryan Companies US, Inc., as Principal (hereinafter the "Contractor" or "Principal") and Travelers Casualty and Surety Company of America, as Surety are held and firmly bound unto the City of Des Moines, 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 Eighty-five thousand eight hundred twelve and 00/100 dollars (\$ 85,812.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representative and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor agrees to undertake and construct the following described improvements in accordance with the Private Construction Contract (hereinafter the "Contract"), incorporated by Modification Number PS0070 bearing the date of November 17, 2021 and made a part of Contract No. 47PG0218C003 dated June 21, 2018 between U.S. General Services Administration, Heartland Region 6 (hereinafter the "Owner") and Contractor:

Storm Sewer and Paving improvements to serve the new U.S. Courthouse - Des Moines located at 101 Locust Street, as shown on Plan File numbers 603-205/208.

with the work further described in the Contract Attachment A, 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. Principal and Surety agree that the Obligee is a third party beneficiary under the Contract and the provisions of the Contract shall inure to the benefit of and shall be enforceable by the Obligee.

SURETY'S BOND NO.

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 or 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 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 Owner retains until completion of the improvements.
- 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 four (4) 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 inspecting 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, 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 damages are being charged against the Contractor.

SURETY'S BOND NO.

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

- A. 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.
- B. 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 cost 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.
- C. 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 Polk 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 therefor 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.

5. CITY'S STANDARD BOND FORM CONTROLS: The Contractor and Surety acknowledge that this bond has been prepared utilizing a standard City of Des Moines bond form provided by the City or downloaded from the City's website in PDF (Portable Document Format). The Contractor and Surety represent that no changes have been made to the form of the Bond other than to insert required information and text in text boxes provided for that purpose, and they agree that unauthorized changes made to the standard bond form shall not be binding on them or on the City and that the standard bond form as it appears on the City's website shall govern and be binding on the parties to this Bond.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all of 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.

SURETY'S BOND NO.


When a word, 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 quadruplicate, this 17th day of November, 2021.

PRINCIPAL:

Ryan Companies US, Inc.
Contractor's Name

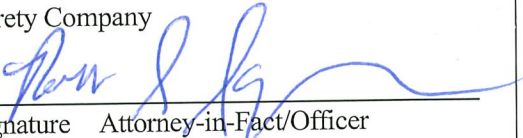
By 
Signature

Tony Barranco
Printed Name

President
Title

SURETY:

Travelers Casualty and Surety Company of America
Surety Company


Signature Attorney-in-Fact/Officer

Ross S Squires
Name of Attorney-in-Fact/Officer

CSDZ, LLC
Company Name

1600 Aspen Commons, Suite 990
Company Address

Middleton, WI 53562
City, State, Zip Code

608-242-2551
Company Telephone Number

FORM APPROVED BY:


Attorney for Jurisdiction

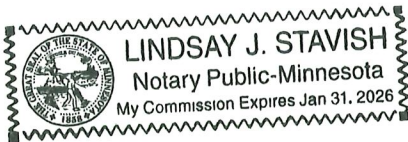
NOTE:

1. All signatures on this performance, maintenance & payment bond must be original signatures in ink; copies or facsimile of any signature will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate of Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.

CORPORATE ACKNOWLEDGMENT

State of Minnesota)
) ss
County of Hennepin)

On this 15th day of November 2021, before me appeared Tony Berranco,
to me personally known, who, being by me duly sworn, did say that he/she is the President
of Ryan Companies US, Inc., a corporation, that the seal affixed to the
foregoing instrument is the corporate seal of said corporation, and that said instrument was executed in
behalf of said corporation by authority of its Board of Directors, and that said Tony Berranco
acknowledged said instrument to be the free act and deed of said corporation.



[Signature]
Notary Public Hennepin County, mn
My commission expires 1/31/2026

SURETY ACKNOWLEDGMENT

State of Wisconsin)
) ss
County of Dane)

On this 17th day of November 2021, before me appeared Ross S Squires,
to me personally know, who being by me duly sworn, did say that (s)he is the Attorney-in-Fact of _____
Travelers Casualty and Surety Company of America, a corporation, that the seal
affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was
executed in behalf of said corporation by authority of its Board of Directors; and that said _____
Ross S Squires acknowledged said instrument to be the free act and deed of said corporation.



[Signature]
Notary Public Dane County, Wisconsin
My commission expires 9/19/2022



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **ROSS S SQUIRES** of **MIDDLETON**, **Wisconsin**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

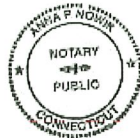
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **17th** day of **November**, 2021 .




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

Policy Number: AS2-641-445221-011
Issued by: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE PART
- MOTOR CARRIER COVERAGE PART
- GARAGE COVERAGE PART
- TRUCKERS COVERAGE PART
- EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
- SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule

Name of Other Person(s) / Organization(s):	Email Address:
Per schedule on file with the Company	Per schedule on file with the Company

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above by email as soon as practical after notifying the first Named Insured.
- B. This advance email notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Policy Number: AS2-641-445221-011
Issued by: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s): Where required by written contract or agreement prior to loss.

Regarding Designated Contract or Project:

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

As required by written contract or agreement entered into prior to loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any persons or organizations for whom you have agreed by written contract or agreement, prior to an "occurrence" or offense, to provide additional insured status.	All locations as required by written contract or agreement entered into prior and "occurrence" or offense.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
All persons or organization with whom you have entered into a written contract or agreement, prior to an "occurrence" or offense, to provide additional insured status.	All locations as required by a written contract or agreement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

Policy Number TB2-631-445221-031
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per Schedule on File with the Broker	Per Schedule on File with the Broker	30

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Policy Number TB2-641-445221-031
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE AMENDMENT – SCHEDULED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

Schedule

Person or Organization: Any person or organization for whom you are obligated by written contract or agreement to procure additional insured coverage under your policy.

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person or organization shown in the Schedule of this endorsement that qualifies as an additional insured on this policy, this policy will apply solely on the basis required by such written agreement and Paragraph 4. Other Insurance of Section IV - Conditions will not apply. If the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph 4. Other Insurance of Section IV - Conditions will govern. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

As required by written contract or agreement entered into prior to loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

NOTICE OF CANCELLATION TO THIRD PARTIES

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per Schedule on file with the Broker	Per Schedule on file with the Broker	30

All other terms and conditions of this policy remain unchanged.

Issued by LM Insurance Corporation

For attachment to Policy No. WA5-64D-445221-021 Effective Date 03/31/2021 Premium \$

Issued to Ryan Companies US, Inc.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designed by the waiver of right to recover from other (subrogation) rule in our manual.

Where required by contract or written agreement prior to loss and allowed by law.

Issued by:

For attachment to Policy No WA5-64D-445221-021

Effective Date 03/31/2021

Premium \$

Issued to: Ryan Companies US, Inc.

Policy Number: TB2-641-445221-031
Issued by: Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**City of Des Moines, IA
GOVERNMENTAL IMMUNITIES ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Under the terms of this Endorsement, Jurisdiction shall mean any municipal corporation, as defined in Chapter 670 of the Iowa Code, with respect to all work and services performed by the named insured for any such Jurisdiction as identified on any Certificate of Insurance issued as proof of insurance as required by the Urban Standard Specifications for Public Improvements.

1. Cancellation and Material Change

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to the Jurisdiction at the office and attention of the Certificate Holder. This endorsement supersedes the Standard Cancellation Statement on Certifications of Insurance to which this endorsement is attached.

2. Additional Insured

The Jurisdiction, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and authorities and their board members, employees, and volunteers, and all its officers, agents, and consultants, are named as Additional Insureds with respect to liability arising out of the contractor's work and services performed for the Jurisdiction. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

3. Government Immunities

- A. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and including the Jurisdiction as an Additional Insured does not waive any of the defenses of governmental immunity available to the Jurisdiction under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
- B. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
- C. Assertion of Government Immunity. The Jurisdiction shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the Jurisdiction.

- D. Non-Denial of Coverage. The insurance carrier shall not deny coverage or deny any of the rights and benefits accruing to the Jurisdiction under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Jurisdiction.
- E. No Other Change in Policy. The insurance carrier and the Jurisdiction agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.