



**Roll Call Number**

22-0117

**Agenda Item Number**

31A

DATE January 24, 2022

**APPROVAL OF CONTRACT AND BOND  
AND PERMISSION TO SUBLET ON  
CLOSES CREEK STORM SEWER IMPROVEMENTS PHASE 3  
\$8,376,076.22**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DES MOINES, IOWA: That the contract and bond, in the amount of \$8,376,076.22, executed by S. M. Hentges & Sons Inc., Steven M. Hentges, President, 650 Quaker Avenue, Suite 200, Jordan, MN, 55352 dated January 24, 2022, for the construction of the following improvement:

Closes Creek Storm Sewer Improvements Phase 3, 082021005

The improvement includes constructing new 6-feet by 4-feet Reinforced Concrete Box (RCB) storm sewer, 15 -inch to 72-inch Reinforced Concrete Pipe (RCP) storm sewer, precast manholes, cast-in-place manholes and intakes, 8-inch to 12-inch Ductile Iron (DI) sanitary sewer, Polypropylene Pipe (PP) storm sewer, Poly Vinyl Chloride (PVC) water main, Portland Cement Concrete (PCC) pavement, Hot-Mix Asphalt (HMA) paving, PCC curb and gutter, subdrain and footing drains, traffic signalization, earthwork and grading, erosion control, fencing, restoration, and other associated and incidental items; all in accordance with contract documents, including Plan File No. 637-001/151, generally located on Hazelwood Drive from Northwest Drive to Franklin Avenue, Franklin Avenue from Beaver Avenue to 48th Street, and 48th Street from Franklin Avenue to Hickman Road, Des Moines, Iowa

the same to be performed in accordance with the plans and specifications which have been heretofore approved by this Council, be and the same are hereby approved, subject to receipt of the contract and bond approved as to form by the Legal Department, and certificate of insurance acceptable to the Engineering Departments. The attached "Contractor's Anticipated DBE/TSB Utilization" shows the Contractor's efforts to solicit DBE/TSB Participation in accordance with the Disadvantaged Business Enterprise/Targeted Small Business (DBE/TSB) Program.

BE IT FURTHER RESOLVED: That the Mayor be and is hereby authorized and directed to execute said contract on behalf of the City of Des Moines, subject to receipt of the contract and bond approved as to form by the Legal Department, and certificate of insurance acceptable to the Engineering Department, and the City Clerk, be and is hereby authorized and directed to attest to same. No contract shall be deemed to exist between the City of Des Moines and said Bidder until said contract has been executed by the Bidder, and shall have been approved by this Council and executed by the Mayor and attested to by the City Clerk.

BE IT FURTHER RESOLVED: That after said contract has been executed by the Mayor, the City Clerk be and is hereby authorized and directed to return the Contractor's bid security in accordance with the Instructions to Bidders.



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BE IT FURTHER RESOLVED: That the attached Permission to Sublet form, from said Contractor requesting permission to sublet designated items, be and is hereby approved, subject to receipt of the contract and bond approved as to form by the Legal Department, and certificate of insurance acceptable to the Engineering Department; and each subcontractor is hereby granted permission to work on said improvement.

BE IT FURTHER RESOLVED: That the Director of Finance is hereby authorized to encumber this contract amount against the funds as identified below, and to acquire Builder's Risk Insurance, if appropriate, for the above referenced improvement.

(City Council Communication Number 22-017 attached)

Moved by Sheumaker to adopt. Second by Gatto.

FORM APPROVED s/ Kathleen Vanderpool  
Kathleen Vanderpool  
Deputy City Attorney

**SLN**  
**PW**  
Funding Source: 2021-2022 CIP, Page 98, Closes Creek Watershed Improvements, SM068, Being: \$2,500,000 of Stormwater Utility Bonds Issued; \$4,402,133.22 Stormwater Utility Bonds to be issued, \$1,100,000 in G.O. bonds to be issued transferred from ST286 - Franklin Ave - Beaver Ave to Merle Hay Road, and the remaining \$373,943 from Des Moines Water Works

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE	✓			
BOESEN	✓			
GATTO	✓			
MANDELBAUM	✓			
SHEUMAKER	✓			
VOSS	✓			
WESTERGAARD	✓			
TOTAL	7			

I, P. Kay Cmelik, City Clerk of said City Council, hereby certify that at a meeting of the City Council, 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.

MOTION CARRIED APPROVED

J. M. Frankhu Cownie

Mayor

P. Kay Cmelik

City Clerk

Department of Engineering  
City of Des Moines, Iowa



**CONTRACTOR'S ANTICIPATED DBE/TSB UTILIZATION**  
**Closes Creek Storm Sewer Improvements Phase 3**

**Activity ID 082021005**

On December 21, 2021, S. M. Hentges & Sons Inc., Steven M. Hentges, President, 650 Quaker Avenue, Suite 200, Jordan, MN 55352 submitted a proposal for construction of the Closes Creek Storm Sewer Improvements Phase 3, Activity ID 082021005, which the City Council has determined to be the lowest responsible, responsive bid for said project in the amount of \$8,376,076.22. The proposal included a statement that the Disadvantaged Business Enterprise/Targeted Small Business (DBE/TSB) Program shall apply to this project.

The Engineering Department has prepared this report summarizing the information that S. M. Hentges & Sons Inc., has submitted indicating that it anticipates utilizing the following DBE/TSB companies on this project:

<u>DBE/TSB Name</u>	<u>Description of Work</u>	<u>Estimated Amount</u>
None	N/A	\$0.00
	Estimated DBE/TSB Participation	\$0.00
	S. M. Hentges & Sons Inc. Amount	\$8,376,076.22
	Percentage of DBE/TSB Participation	0.00%

ENGINEERING DEPARTMENT  
CITY OF DES MOINES, IOWA

CONTRACT NO.  
DATE  
ROLL CALL NO.

15874  
1/24/2022  
22-0117

**CONTRACT**

THIS CONTRACT, made and entered into at Des Moines, Iowa, on January 24, 2022, by and between the City of Des Moines, by its Mayor, upon order of its City Council, hereinafter called the "Jurisdiction", and S. M. Hentges & Sons Inc., hereinafter called the "Contractor".

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the Des Moines City Engineer's Office. This contract includes all contract documents. The work under this contract shall be constructed in accordance with the SUDAS Standard Specifications, 2021 Edition; and as further modified by the supplemental specifications and special provisions included in said contract documents, and the Contract Attachments attached hereto. The Des Moines City Engineer is the Engineer. The Contractor further agrees to complete the work in strict accordance with said contract documents, and to guarantee the work as required by law, for the time required in said contract documents, after its acceptance by the Jurisdiction.

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices shown on the Contract Attachment: Item 2: Bid Items, Quantities and Prices which were proposed by the Contractor in its proposal submitted in accordance with the Notice to Bidders for the following described improvements:

Closes Creek Storm Sewer Improvements Phase 3, 082021005

The improvement includes constructing new 6-feet by 4-feet Reinforced Concrete Box (RCB) storm sewer, 15-inch to 72-inch Reinforced Concrete Pipe (RCP) storm sewer, precast manholes, cast-in-place manholes and intakes, 8-inch to 12-inch Ductile Iron (DI) sanitary sewer, Polypropylene Pipe (PP) storm sewer, Poly Vinyl Chloride (PVC) water main, Portland Cement Concrete (PCC) pavement, Hot-Mix Asphalt (HMA) paving, PCC curb and gutter, subdrain and footing drains, traffic signalization, earthwork and grading, erosion control, fencing, restoration, and other associated and incidental items; all in accordance with contract documents, including Plan File No. 637-001/151, generally located on Hazelwood Drive from Northwest Drive to Franklin Avenue, Franklin Avenue from Beaver Avenue to 48th Street, and 48th Street from Franklin Avenue to Hickman Road, Des Moines, Iowa

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Eight Million Three Hundred Seventy Six Thousand Seventy Six and 22/100 dollars (\$8,376,076.22) which amount shall constitute the required amount of the performance, payment, and maintenance bond. The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written notice to proceed by the Jurisdiction and to fully complete the project not later than September 15, 2023, and in accordance with the Completion Provisions; and to pay liquidated damages for noncompliance with said completion provisions in the amount of One Thousand and 00/100 dollars (\$1,000.00), for each calendar day thereafter that the work remains incomplete.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.

JURISDICTION:

By   
 T. M. Franklin Cownie, Mayor

(Seal)  
 ATTEST:  
  
 P. Kay Cmelik, City Clerk

FORM APPROVED BY:  
  
 Kathleen Vanderpool, Deputy City Attorney

CONTRACTOR:

S. M. Hentges & Sons Inc.  
 \_\_\_\_\_  
 Contractor

By   
 Signature Steven M. Hentges

President  
 \_\_\_\_\_  
 Title

650 Quaker Avenue  
 \_\_\_\_\_  
 Suite 200  
 \_\_\_\_\_  
 Street Address

Jordan, MN  
 \_\_\_\_\_  
 55352  
 \_\_\_\_\_  
 City, State - Zip Code

(952) 492-5700 / jcs@smhentges.com  
 Telephone Number / Email Address

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor's Public Registration Number, issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code, is as follows:  
 Number C131029
2. Out-of-State Contractors:
  - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the division of labor services of the department of workforce development. The contractor should contact 515-242-5871 for further information. Prior to contract execution, the City Engineer may forward a copy of this contract to the Iowa Department of Workforce Development as notification of pending construction work. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
  - B. Prior to entering into contract, the designated low bidder, if it be a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Code of Iowa, or as amended, governing foreign corporations. For further information contact the Iowa Secretary of State Office at 515-281-5204.

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

CORPORATE ACKNOWLEDGEMENT

State of Mn )  
SCOTT County ) SS

On this 24<sup>th</sup> day of January, 20 22, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, personally appeared Steven M. Hentges and \_\_\_\_\_, to me known, who, being by me duly sworn, did say that they are the President \_\_\_\_\_, 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; Steven M. Hentges and \_\_\_\_\_ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.



Donna K. Kooiman  
Notary Public in and for the State Minnesota  
My commission expires January 31, 2026

**CONTRACT ATTACHMENT: ITEM 1: GENERAL**

1. The Contractor acknowledges and agrees:
  - To comply with the Equal Employment Opportunity Program included in the City of Des Moines Contract Compliance Program, which is available at the following website [http://www.dmgov.org/Departments/Engineering/PDF/Contract%20Compliance%20Program%20\(June%202017\).pdf](http://www.dmgov.org/Departments/Engineering/PDF/Contract%20Compliance%20Program%20(June%202017).pdf) or from the City Engineer's Office.
  - To comply with any and all applicable provisions of the Des Moines Human Rights Ordinance, Chapter 62, of the Des Moines Municipal Code.
  - Not to discriminate against any employees, or applicants for employment, on the basis of age, race, religion, creed, color, sex, sexual orientation, national origin, ancestry, disability, familial status or gender identity.
  - To include this provision in all subcontracts for this project.
2. The Contractor agrees to comply with the requirements of the City of Des Moines Contract Compliance Program as referenced in the proposal. Final acceptance of the project will not be made until the Contractor has submitted to the City Engineer a notarized summary of payments to and scope of work by all DBE/TSB subcontractors.
3. The City of Des Moines Master Construction Safety Packet (Safety Plan) is available at <http://www.dmgov.org/Departments/Engineering/PDF/MasterConstructionSafetyPacket.pdf> and is also available upon request from the Engineering Department. The Engineering Department will make available a copy of the City of Des Moines Safety Plan to the Contractor when the contract is awarded. The Contractor understands and agrees that said Safety Plan is for the Contractor's information only and that it is the Contractor's sole responsibility to provide, or make available, this safety information to all its Subcontractors.
4. The Contractor understands and agrees that the construction of the work included in this contract is by its nature dangerous work. The Contractor agrees:
  - That the Contractor should have a safety program; however, the Contractor need not submit a safety program to the City of Des Moines, and City of Des Moines staff will not review or approve the Contractor's safety program. The City of Des Moines assumes that the Contractor will maintain a safe worksite; however, City of Des Moines staff will not intrude in the Contractor's responsibility for safety issues.
  - That until the work is accepted by the Jurisdiction; the work shall be in the custody of and under the charge, care, and control of the Contractor.
  - That the Contractor is responsible for the project area or work site.
  - That the Contractor is solely responsible for the safety of everyone on its work site.
  - That it is the Contractor's sole responsibility to provide as safe a working site as possible given the nature of the work.
  - That it is the Contractor's responsibility to notify and advise its employees, subcontractors, suppliers, and everyone on the worksite of the dangers associated with the work, and provide them with appropriate safety information to protect them from those dangers.
5. The Contractor acknowledges and agrees that no contract shall be binding upon the City of Des Moines until said contract has been executed by the Bidder, and shall have been approved by the City Council and executed by the Mayor and attested to by the City Clerk.

6. The Contractor agrees that sixty (60) days shall constitute a reasonable time within which it shall be required to make progress payments or final payment to subcontractors after each subcontractor's satisfactory performance of its work, all as required by Section 573.12 2.b.(2) of the Code of Iowa.

CONTRACT ATTACHMENT: ITEM 2 - BID ITEMS, QUANTITIES AND PRICES: 1 of 4

This contract is awarded and executed for completion of the work specified in the contract documents for the bid price tabulated below as proposed by the contractor in its proposal submitted in accordance with notice to bidders and notice of public hearing. All quantities are subject to revision by the Jurisdiction. Quantity changes which amount to twenty (20) percent or less of the amount bid shall not affect the unit bid price of that item.

Activity ID 08-2021-005

ITEM	DESCRIPTION	ESTIMATED		UNIT PRICE	AMOUNT
		UNITS	QUANTITY		
1 *	Clearing and Grubbing	LS	1.00	\$125,000.00	\$125,000.00
2 *	Topsoil, On-Site	CY	500.00	\$36.00	\$18,000.00
3 *	Excavation, Class 10	CY	2500.00	\$60.00	\$150,000.00
4 *	Below Grade Excavation (Core Out)	CY	500.00	\$19.25	\$9,625.00
5 *	Subgrade Preparation	SY	11634.00	\$3.40	\$39,555.60
6 *	Subgrade Treatment, Geogrid, Type 2	SY	2327.00	\$3.80	\$8,842.60
7 *	Subbase, Modified, 6 in	SY	8297.00	\$11.80	\$97,904.60
8 *	Subbase, Special Backfill, 6 in	SY	3338.00	\$12.10	\$40,389.80
9 *	Class A Roadstone	TON	3600.00	\$31.35	\$112,860.00
10 *	Trench Foundation	TON	500.00	\$44.00	\$22,000.00
11 *	Imported Granular Backfill	TON	5000.00	\$36.50	\$182,500.00
12	Special Pipe Support	EA	23.00	\$2,950.00	\$67,850.00
13	Sanitary Sewer Gravity Main, Trenched, DIP, 8"	LF	30.00	\$485.00	\$14,550.00
14	Sanitary Sewer Gravity Main, Trenched, DIP, 10"	LF	143.00	\$558.00	\$79,794.00
15	Sanitary Sewer Gravity Main, Trenched, DIP, 12"	LF	30.00	\$575.00	\$17,250.00
16	Sanitary Service Replacement	EA	41.00	\$1,790.00	\$73,390.00
17	Storm Sewer, Trenched, 15 in	LF	510.00	\$91.00	\$46,410.00
18	Storm Sewer, Trenched, 18 in	LF	203.00	\$94.00	\$19,082.00
19	Storm Sewer, Trenched, 24 in	LF	153.00	\$122.00	\$18,666.00
20	Storm Sewer, Trenched, RCP, 30 in, Class IV	LF	26.00	\$202.00	\$5,252.00
21	Storm Sewer, Trenched, RCP, 36 in	LF	83.00	\$167.00	\$13,861.00
22	Storm Sewer, Trenched, RCP, 36 in, Class IV	LF	1234.00	\$196.00	\$241,864.00
23	Storm Sewer, Trenched, DIP, 36 in	LF	32.00	\$460.00	\$14,720.00
24	Storm Sewer, Trenched, RCP, 60 in, Class IV	LF	1417.00	\$343.00	\$486,031.00
25	Storm Sewer, Trenched, RCP, 72 in, Class IV	LF	149.00	\$590.00	\$87,910.00
26	Storm Sewer, Trenchless, RCP, 36 in	LF	170.00	\$1,660.00	\$282,200.00
27	Storm Sewer, Trenchless, RCP, 60 in	LF	500.00	\$1,440.00	\$720,000.00
28	Storm Sewer, Trenchless, RCP, 72 in	LF	360.00	\$1,460.00	\$525,600.00
29 *	Removal of Storm Sewer, RCP, =<30 in	LF	1186.00	\$31.00	\$36,766.00
30 *	Removal of Storm Sewer, RCP, >36 in	LF	62.00	\$52.00	\$3,224.00
31 *	Storm Sewer Abandonment, Fill and Plug	CY	49.00	\$590.00	\$28,910.00

ITEM	DESCRIPTION	ESTIMATED		UNIT	AMOUNT
		UNITS	QUANTITY	PRICE	
32	Reinforced Concrete Box (RCB), Single Cell, 6 ft x 4 ft	LF	78.00	\$868.00	\$67,704.00
33	Subdrain, Type 1, 8 in	LF	2840.00	\$26.50	\$75,260.00
34	Footing Drain Collector, 10 in, Trenchless	LF	542.00	\$274.00	\$148,508.00
35	Subdrain Cleanout, Type A-1, 6 in	EA	14.00	\$700.00	\$9,800.00
36	Subdrain Outlet and Connections, 8 in	EA	32.00	\$890.00	\$28,480.00
37	Footing Drain Outlet and Connection, 12 in	EA	2.00	\$895.00	\$1,790.00
38	Storm Sewer Service Stub	EA	10.00	\$1,640.00	\$16,400.00
39	* Pipe Cleaning and Inspection, 8" Storm Sewer	LF	100.00	\$10.00	\$1,000.00
40	* Pipe Cleaning and Inspection, 8" Sanitary Sewer	LF	100.00	\$10.00	\$1,000.00
41	Water Main, Trenched, C900 DR18 PVC, RJ, 8 IN	LF	301.00	\$95.00	\$28,595.00
42	Water Main, Trenched, C900 DR18 PVC, Stab Joint, 8 IN	LF	2018.00	\$91.00	\$183,638.00
43	Water Main with Casing Pipe, Trenched, C900 DR18 PVC, RJ, 16 IN. C900 DR18 PVC Casing, No Chocks	LF	40.00	\$243.00	\$9,720.00
44	Fittings By Weight, Ductile Iron	LB	2600.00	\$14.60	\$37,960.00
45	Valve, Gate, DIP, 8 IN	EA	10.00	\$2,225.00	\$22,250.00
46	Fire Hydrant Assembly	EA	6.00	\$7,800.00	\$46,800.00
47	* Foundation Rock	TON	25.00	\$47.00	\$1,175.00
48	Thrust Block - Midspan, Pipe 8"	EA	3.00	\$1,790.00	\$5,370.00
49	1" Water Service Transfer, Opposite Side	EA	4.00	\$4,600.00	\$18,400.00
50	1" Water Service Transfer, Same Side	EA	14.00	\$3,450.00	\$48,300.00
51	Water Service Tap	EA	18.00	\$465.00	\$8,370.00
52	Manhole, Type SW-401, 48 in	EA	3.00	\$3,500.00	\$10,500.00
53	Manhole, Type SW-401, 60 in	EA	2.00	\$5,900.00	\$11,800.00
54	Manhole, Type SW-401, 78 in	EA	1.00	\$12,200.00	\$12,200.00
55	Manhole, Type SW-401, 84 in	EA	1.00	\$12,200.00	\$12,200.00
56	Manhole, Type SW-401, Modified, 96 in, 48 in Riser	EA	1.00	\$14,700.00	\$14,700.00
57	Manhole, Type SW-401, Modified, 96 in, 60 in Riser	EA	1.00	\$15,700.00	\$15,700.00
58	Manhole, Type SW-404, 8 ft x 4 ft, 48 in Riser	EA	1.00	\$33,800.00	\$33,800.00
59	Manhole, Type SW-404, 8 ft x 6 ft, 60 in Riser	EA	1.00	\$48,200.00	\$48,200.00
60	Manhole, Type SW-404, 10 ft x 6 ft, 48 in Riser	EA	1.00	\$50,000.00	\$50,000.00
61	Manhole, Type SW-404, 10 ft x 6 ft, 60 in Riser	EA	1.00	\$50,000.00	\$50,000.00
62	Manhole, Type SW-404, 10 ft x 10 ft, 48 in Riser	EA	3.00	\$68,000.00	\$204,000.00
63	Manhole, Type SW-405, 48 in	EA	5.00	\$21,000.00	\$105,000.00
64	Manhole, Type SW-405, 60 in	EA	2.00	\$18,000.00	\$36,000.00
65	Intake, Type SW-505	EA	17.00	\$14,000.00	\$238,000.00

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNITS</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
66	Intake, Type SW-506, Modified	EA	2.00	\$19,000.00	\$38,000.00
67	Intake, Type SW-509	EA	12.00	\$16,000.00	\$192,000.00
68	Intake, Type SW-541	EA	2.00	\$12,350.00	\$24,700.00
69	Intake, Type SW-541, Modified	EA	1.00	\$12,850.00	\$12,850.00
70	Intake, Type SW-542	EA	2.00	\$8,300.00	\$16,600.00
71	Intake, Type SW-545, 12 ft Curb Opening	EA	1.00	\$17,400.00	\$17,400.00
72	Intake, Type SW-545, 14 ft Curb Opening	EA	1.00	\$17,500.00	\$17,500.00
73	Intake, PVC Catch Basin, 8"	EA	1.00	\$5,950.00	\$5,950.00
74	Manhole Adjustment, Minor	EA	14.00	\$3,650.00	\$51,100.00
75	Connection to Existing Intake	EA	2.00	\$3,100.00	\$6,200.00
76	Connection to Existing RCB	EA	1.00	\$13,250.00	\$13,250.00
77	Connection to Existing Sewer	EA	2.00	\$2,000.00	\$4,000.00
78	Connection to Existing Manhole	EA	1.00	\$2,100.00	\$2,100.00
79	* Remove Intake	EA	17.00	\$1,350.00	\$22,950.00
80	* Remove Manhole, Standard	EA	9.00	\$1,350.00	\$12,150.00
81	Pavement, PCC, 8 in	SY	7502.00	\$79.00	\$592,658.00
82	Curb and Gutter, 2', 8 in	LF	1750.00	\$37.50	\$65,625.00
83	* PCC Pavement Samples and Testing	LS	1.00	\$10,000.00	\$10,000.00
84	Pavement, 4" HMA ST Base, 1" Mix, PG 58-28 S	SY	3338.00	\$21.50	\$71,767.00
85	Pavement, 2" HMA ST Intermediate, 3/4" Mix, PG 58-28 S	SY	3338.00	\$10.50	\$35,049.00
86	Pavement, HMA ST Surface, 1/2" Mix, No Fric., PG 58-28 V	TON	1200.00	\$96.00	\$115,200.00
87	* HMA Pavement Samples and Testing	LS	1.00	\$715.00	\$715.00
88	* Removal of Sidewalk	SY	1017.00	\$4.00	\$4,068.00
89	* Removal of Driveway	SY	543.00	\$4.00	\$2,172.00
90	Sidewalk, PCC, 4 in	SY	1488.00	\$57.00	\$84,816.00
91	Sidewalk, PCC, 6 in	SY	225.00	\$67.00	\$15,075.00
92	Detectable Warnings	SF	368.00	\$48.00	\$17,664.00
93	Driveway, Paved, PCC, 6 in	SY	647.00	\$67.00	\$43,349.00
94	Full Depth Patches, Composite	SY	760.00	\$103.00	\$78,280.00
95	* Milling	SY	6003.00	\$4.00	\$24,012.00
96	* Pavement Removal	SY	10334.00	\$6.75	\$69,754.50

ITEM	DESCRIPTION	UNITS	ESTIMATED	UNIT	AMOUNT
			QUANTITY	PRICE	
97 *	Curb and Gutter Removal	LF	242.00	\$12.50	\$3,025.00
98	Traffic Signalization	LS	1.00	\$200,000.00	\$200,000.00
99 *	Painted Pavement Markings, Solvent/Waterborne	STA	125.00	\$71.50	\$8,937.50
100 *	Painted Pavement Markings, Durable	STA	5.00	\$490.00	\$2,450.00
101 *	Permanent Tape Markings	STA	95.00	\$560.00	\$53,200.00
102 *	Painted Symbols and Legends	EA	22.00	\$112.00	\$2,464.00
103 *	Precut Symbols and Legends	EA	12.00	\$316.00	\$3,792.00
104 *	Pavement Markings Removed	STA	21.21	\$72.00	\$1,527.12
105 *	Grooves Cut for Pavement Markings	STA	5.00	\$419.00	\$2,095.00
106	Traffic Signs, Permanent	EA	38.00	\$358.00	\$13,604.00
107	Perforated Square Steel Tube Sign Posts	EA	20.00	\$205.00	\$4,100.00
108 *	Temporary Traffic Control	LS	1.00	\$89,500.00	\$89,500.00
109 *	Hydraulic Seeding, Type 1	AC	1.50	\$5,100.00	\$7,650.00
110 *	Stormwater Pollution Prevention	LS	1.00	\$7,200.00	\$7,200.00
111 *	Erosion Control Mulching, Hydromulching	AC	3.00	\$2,050.00	\$6,150.00
112 *	Inlet Protection Device	EA	38.00	\$189.00	\$7,182.00
113 *	Inlet Protection Device, Maintenance	EA	38.00	\$55.00	\$2,090.00
114 *	Linear Erosion Control	LF	300.00	\$2.60	\$780.00
115 *	Linear Erosion Control, Removal	LF	300.00	\$0.55	\$165.00
116 *	Tree Protection Fence	LF	675.00	\$3.10	\$2,092.50
117 *	Construction Survey	LS	1.00	\$135,000.00	\$135,000.00
118 *	Mobilization	LS	1.00	\$768,700.00	\$768,700.00
119 *	Maintenance of Postal Service	LS	1.00	\$19,000.00	\$19,000.00
120 *	Maintenance of Solid Waste Collection	LS	1.00	\$23,750.00	\$23,750.00
121 *	Concrete Washout	LS	1.00	\$5,000.00	\$5,000.00
122 *	Vibration Monitoring	LS	1.00	\$145,000.00	\$145,000.00
123 *	Project Sign, Standard	EA	2.00	\$510.00	\$1,020.00
124 *	Project Sign, Stormwater	EA	2.00	\$510.00	\$1,020.00
TOTAL CONSTRUCTION COST					\$8,376,076.22
*TOTAL=					\$2,323,364.22

\*Item does not have to be included in 4-year maintenance bond but shall be covered by a 1-year maintenance bond.

NOTE: It is understood that the above quantities are estimated for the purpose of this bid. All quantities are subject to revision by the City. Quantity changes which amount to twenty (20) percent or less of the total bid shall not affect the unit price of that item.

## CONTRACT ATTACHMENT: ITEM 3 – COMPLETION PROVISIONS

The Contractor hereby agrees to:

1. Commence the work on or after the date a written Notice to Proceed is issued by the City and to fully complete all work no later than September 15, 2023; and to pay liquidated damages for noncompliance with said completion provision in the amount of one thousand and no/100 dollars (\$1,000.00) for each calendar day thereafter.
2. Undertake and schedule work in compliance with the Intermediate Completion Date requirements as described below. The work to be completed by the intermediate completion date shall be such work as required to satisfy the intermediate completion date descriptions.

### **Intermediate Completion Date #1 (December 1<sup>st</sup>, 2022):**

Contractor shall have Franklin Avenue fully open to traffic by December 1<sup>st</sup>, 2022.

Noncompliance with said intermediate completion date provisions shall result in payment of liquidated damages with said completion provisions in the amount of one thousand and no/100 dollars (\$1,000) per calendar day will be assessed for each day after December 1<sup>st</sup>, 2022, that all work is not completed in accordance with the above described Intermediate Completion Date #1 provision and description.

3. Undertake and schedule work in compliance with the Calendar Day completion provisions as described below, in addition to the above described Intermediate Completion Date requirements. The work to be completed by the calendar day completion requirements shall be such work as required to satisfy the calendar day completion descriptions.

### **Calendar Day Completion #1:**

Contractor shall have access to no individual driveway closed for more than seven (7) consecutive calendar days. Noncompliance with said seven (7) calendar day requirement shall result in payment of liquidated damages with said completion provisions in the amount of one thousand and no/100 dollars (\$1,000.00) for each calendar day thereafter.

4. Pay separate sums of liquidated damages that will be assessed for each of the conditions described hereinbefore, and they shall be cumulative if multiple conditions have not been satisfied.

**PERFORMANCE, PAYMENT & MAINTENANCE BOND**

KNOW ALL BY THESE PRESENTS:

That we, S. M. Hentges & Sons Inc. , as Principal (the "Contractor" or "Principal"), and Liberty Mutual Insurance Company, as Surety, are held and firmly bound unto the City of Des Moines, as Obligee (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 Eight Million Three Hundred Seventy Six Thousand Seventy Six and 22/100 dollars (\$8,376,076.22), 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 and severally, firmly by these presents.

The conditions of the above obligations are such that whereas the Contractor entered into a contract with the Jurisdiction, bearing the date of January 24, 2022, (the "Contract") wherein the Contractor undertakes and agrees to construct the following described improvements:

Closes Creek Storm Sewer Improvements Phase 3, 082021005

The improvement includes constructing new 6-foot by 4-foot Reinforced Concrete Box (RCB) storm sewer, 15-inch to 72-inch Reinforced Concrete Pipe (RCP) storm sewer, precast manholes, cast-in-place manholes and intakes, 8-inch to 12-inch Ductile Iron (DI) sanitary sewer, Polypropylene Pipe (PP) storm sewer, Poly Vinyl Chloride (PVC) water main, Portland Cement Concrete (PCC) pavement, Hot-Mix Asphalt (HMA) paving, PCC curb and gutter, subdrain and footing drains, traffic signalization, earthwork and grading, erosion control, fencing, restoration, and other associated and incidental items; all in accordance with contract documents, including Plan File No. 637-001/151, generally located on Hazelwood Drive from Northwest Drive to Franklin Avenue, Franklin Avenue from Beaver Avenue to 48th Street, and 48th Street from Franklin Avenue to Hickman Road, Des Moines, Iowa

and to faithfully perform all the terms and requirements of the Contract within the time specified, in a good and workmanlike manner, and in accordance with the Contract Documents. Provided however, that one year after the date of acceptance by the Jurisdiction as complete, of the work under the above referenced Contract, the maintenance portion of this Bond shall continue in force but the penal sum for maintenance shall be reduced to the sum of Six Million Fifty Two Thousand Seven Hundred Twelve and 00/100 dollars (\$6,052,712.00), which is the cost associated with those items shown on the Proposal and in the Contract which require a maintenance bond period in excess of one year.

It is expressly understood and agreed by the Contractor and Surety that the following provisions are a part of this Bond and are binding upon the 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 the Contract and Contract Documents, by reference made a part hereof, 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 hereby agree to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract, 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 unless the claims have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Iowa Code Chapter 573.

3. MAINTENANCE: The Contractor and the Surety shall, at their own expense:

- A. 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) year(s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of the work;
- B. Keep all work in continuous good repair; and
- C. 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 obligation extends to defects in workmanship or materials not discovered or known to the Jurisdiction at the time the 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, that 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 liquidated damages are being charged against the Contractor.

5. 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 as 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.
- 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 accruing to the benefit of the Jurisdiction, the Contractor and Surety agree, jointly and severally, to pay the Jurisdiction all outlay and expense incurred 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 the Surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether or not the Contractor is joined in the action.

NOW THEREFORE, the condition of this obligation is such that if the 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.

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 triplicate, this 24th, day of January, 20 22

<p>PRINCIPAL:</p> <p><u>S. M. Hentges &amp; Sons Inc.</u></p> <p style="text-align: center;">Contractor</p> <p>By <u></u></p> <p>Signature Steven M. Hentges</p> <p><u>President</u></p> <p style="text-align: center;">Title</p> <p>FORM APPROVED BY:</p> <p><u></u></p> <p>Kathleen Vanderpool Deputy City Attorney</p>	<p>SURETY:</p> <p><u>Liberty Mutual Insurance Company</u></p> <p>Surety Company</p> <p>By <u></u></p> <p>Signature Attorney-in-Fact/Officer</p> <p><u>Brian J. Oestreich, Attorney-in-Fact</u></p> <p>Name of Attorney-in-Fact/Officer</p> <p><u>CSDZ, LLC</u></p> <p>Company Name</p> <p><u>225 South Sixth Street, Suite 1900</u></p> <p>Company Address</p> <p><u>Minneapolis, MN 55402</u></p> <p>City, State Zip Code</p> <p><u>(612) 349-2400</u></p> <p>Company Telephone Number</p>
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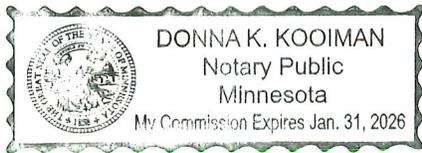
NOTE:

1. All signatures on this performance, payment & maintenance 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, embossed seal.
3. The Certificate or 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.
5. This bond form must be utilized as printed; no additions/deletions/alterations are permitted, other than providing the required information.

CORPORATE ACKNOWLEDGMENT

State of Minnesota )  
 ) ss  
County of Scott )

On this 24th, day of January 2022, before me appeared Steven M. Hentges, to me personally known, who, being by me duly sworn, did say that he/she is the President of S.M. Hentges & Sons Inc., a corporation, and that said instrument was executed in behalf of said corporation by authority of its Board of Directors, and that said Steven M. Hentges acknowledged said instrument to be the free act and deed of said corporation.



Donna K. Kooiman  
Notary Public Scott County, MN  
My commission expires January 31, 2026

SURETY ACKNOWLEDGMENT

State of Wisconsin )  
 ) ss  
County of Polk )

On this 24th day of January 2022, before me appeared Brian J. Oestreich, to me personally know, who being by me duly sworn, did say that (s)he is the Attorney-in-Fact of Liberty Mutual Insurance Company, 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 Brian J. Oestreich acknowledged said instrument to be the free act and deed of said corporation.



[Signature]  
Notary Public Polk County, Wisconsin  
My commission expires 6/21/2025



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8205072-190054

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brian J. Oestreich; Colby D. White; Emily White; Jerome T. Ouimet; Joshua R. Loftis; Kurt C. Lundblad; Lin Ulven; Melinda C. Blodgett; Nathan Weaver; Nicole Stillings; R. C. Bowman; R. W. Frank; Rachel Thomas; Ross S. Squires; Sandra M. Engstrum; Ted Jorgensen; Tina L. Domask

all of the city of Minneapolis state of MN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of March, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 22nd day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of January 2022.



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.