



**Roll Call Number**

22-0271

**Agenda Item Number**

44A

DATE February 21, 2022

APPROVAL OF CONTRACT AND BOND  
AND PERMISSION TO SUBLET ON  
NEAL SMITH TRAIL REHABILITATION - EUCLID AVENUE TO SAYLOR CREEK BRIDGE  
\$820,466.50

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DES MOINES, IOWA: That the contract and bond, in the amount of \$820,466.50, executed by OMG Midwest, Inc. dba Des Moines Asphalt & Paving, Kevin Bragg, President, 2401 SE Tones Drive, Ste. 13, Ankeny, IA, 50021 dated February 21, 2022, for the construction of the following improvement:

Neal Smith Trail Rehabilitation - Euclid Avenue to Saylor Creek Bridge , 112019009

The improvement includes the reconstruction of a Hot Mix Asphalt (HMA) multi-use trail, Portland Cement Concrete (PCC) sidewalk and sidewalk ramps, drainage improvements, fencing, trail signage, traffic control, grading, site restoration, erosion control, and other associated work and incidental items; all in accordance with the contract documents, including Plan File No. 626-001/044, along the east side of the Des Moines River between Euclid Avenue and the Saylor Creek Bridge north of the city limits, and along the south side of Euclid Avenue between 16th Street and the Des Moines River

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.

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.



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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 22-060 attached)

Moved by Westergaard to adopt. Second by Boesen.

FORM APPROVED s/Kathleen Vanderpool

Kathleen Vanderpool  
Deputy City Attorney

Funding Source: 2021-2022 CIP, Page 64, Multi-Use Trails, PK045, Being: \$685,616.50 in G.O. Bonds and the remaining \$134,850 in G.O. Bonds transferred from SW081

SLN<sup>pw</sup>

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

Mayor

P. Kay Cmelik  
City Clerk

City Clerk

22-02-11  
44A

Department of Engineering  
City of Des Moines, Iowa



**CONTRACTOR'S ANTICIPATED DBE/TSB UTILIZATION**  
**Neal Smith Trail Rehabilitation - Euclid Avenue to Saylor Creek Bridge**

**Activity ID 112019009**

On January 25, 2022, OMG Midwest, Inc. dba Des Moines Asphalt & Paving, 2401 SE Tones Drive, Ste. 13, Ankeny, IA 50021 submitted a proposal for construction of the Neal Smith Trail Rehabilitation - Euclid Avenue to Saylor Creek Bridge , Activity ID 112019009, which the City Council has determined to be the lowest responsible, responsive bid for said project in the amount of \$820,466.50. 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 OMG Midwest, Inc. dba Des Moines Asphalt & Paving, 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
	OMG Midwest, Inc. dba Des Moines Asphalt & Paving Amount	\$820,466.50
	Percentage of DBE/TSB Participation	0.00%

*Copy*  
**44A**

**PERMISSION TO SUBLET**

**Project** Neal Smith Trail Rehabilitation - Euclid Avenue to Saylor Creek Bridge

**Contractor** OMG Midwest, Inc. dba Des Moines Asphalt & Paving

**Federal Tax ID** 331189877      **Contract No.** 15907      **Sublet Request No.** 1

<b>ITEM TO BE SUBLET</b>	<b>ORGANIZATION TO PERFORM WORK</b>	<b>DBE Y/N</b>	<b>COST OF SPECIALTY ITEMS</b>	<b>TOTAL COST OF WORK SUBLET</b>
Information Sign	Chesnut Sign Co. Inc. 971 NE Broadway Ave. Des Moines, IA 50313 (515) 243-8112 Federal Tax ID 420863652	No		\$19,400.00
Fence Items	Des Moines Steel Fence Co., Inc. 2045 NE 46th Avenue, Suite A Des Moines, IA 50313 (515) 270-6227 x. 203 Federal Tax ID 421349195	No		\$54,900.00
Erosion Control & Bench	Greentech of Iowa, LLC P.O. Box 350 Grimes, IA 50111 (515) 202-2763 Federal Tax ID 272456549	No		\$61,750.00
	Iowa Plains Signing, Inc. P.O. Box 654 1110 W. 6th Avenue Slater, IA 50244 (515) 685-3536 Federal Tax ID 421501734	No		\$5,750.00
Reclamation	JB Holland Construction, Inc. 2092 Highway 9 West Decorah, IA 52101 (563) 382-2901 Federal Tax ID 421237122	No		\$63,000.00
Clearing and Grubbing	J. Pettiecord, Inc. 1200 Prairie Dr. SW Bondurant, IA 50035 (515) 263-8900 Federal Tax ID 421388577	No		\$47,500.00
PCC Paving & Pipe	TK Concrete, Inc. 1608 Fifield Road Pella, IA 50219 (641) 628-4590 Federal Tax ID 391898532	No		\$145,165.00
Earthwork	Wenthold Excavating LLC 3070 NE 150th Avenue Cambridge, IA 50046 (641) 455-6275 Federal Tax ID 815239819	No		\$171,575.00

	Previous Request	This Request	Total To Date	
Cost of Items Sublet		\$569,040.00	\$569,040.00	(a)
Cost of Specialty Items Sublet				(b)
Cost of Sublet Items Less Specialty Items				(c)
Contract Amount			\$820,466.50	(d)
Contract Amount Less Total Specialty Items (d-			\$820,466.50	(e)
Percentage of Contract Sublet to Date (c/e)			69.36%	

The prime contractor's request for Permission to Sublet the above items of work is approved with the understanding that the prime contractor shall be held responsible for the subcontractors' full compliance of all terms of the contract.

Attachment: Contractor's Letter  
Requesting Subletting

Form Routing: Project Engr. - City Engr. -  
Engr. Admin. - City Clerk/City Manager -  
Engr. Admin. - Distribution

Form Distribution Original - Project File  
Copy - Project Engineer  
Copy - Prime Contractor

22-  
Roll Call No.

2/21/22  
Date

**Kuhl, Chris K.**

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**From:** Nalevanko, Jonathan (Des Moines Asphalt) <Jonathan.Nalevanko@desmoinesasphalt.com>  
**Sent:** Wednesday, February 9, 2022 2:32 PM  
**To:** Kuhl, Chris K.  
**Subject:** RE: [EXT] RE: Neal Smith Subcontractors

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Sure thing. Please see below:

**Chestnut Signs – Information Sign - \$19,400.00**

971 E Broadway  
Des Moines, IA 50313  
515-243-8112 phone  
515-243-8146 fax  
42-0863652 FED ID

**Des Moines Steel Fence – Fence Items - \$54,900.00**

2045 NE 46<sup>th</sup> Ave, Ste. A  
Des Moines, IA 50313  
515-270-6227 phone  
515-270-2462 fax  
42-1349195 FED ID

**GreenTech of Iowa – Erosion Control & Bench - \$61,750.00**

P.O. Box 350  
Grimes, IA 50111  
515-497-6545 phone  
515-497-6547 fax  
27-2456549 FED ID

**Iowa Plains Signing, Inc. – Traffic Control - \$5,750.00**

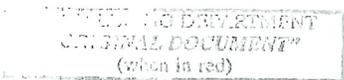
P.O. Box 654  
Slater, IA 50244  
515-685-3536 phone  
515-685-3530 fax  
42-1501734 FED ID

**JB Holland Construction Inc. – Reclamation - \$63,000.00**

2092 State HWY 9  
Decorah, IA 52101  
563-382-2901 phone  
563-382-2902 fax  
42-1237122 FED ID

**J Pettiecord – Clearing & Grubbing - \$47,500.00**

1200 Prairie Drive SW  
Bondurant, IA 50035



515-263-8900 phone  
515-265-7750 fax  
42-1388577 FED ID

TK Concrete - PCC & Pipe - \$145,165.00  
1608 Fairfield Rd  
Pella, IA 50219  
641-628-4590 phone  
641-628-0064 k fax  
39-1898532 FED ID

Wenthold Excavating, LLC – Dirtwork - \$171,575.00  
1212 E. Walnut St., Unit A  
Elkhart, IA 50073  
515-220-4289 phone  
515-441-6706 fax  
81-5239819 FED ID

**Jonathan Nalevanko**  
Estimating Manager  
Midwest Region

**Des Moines Asphalt & Paving**  
A CRH COMPANY  
2401 SE Tones Dr. Suite 13  
Ankeny, IA 50021

O +1 515-262-8296  
D +1 515-422-5448  
C +1 515-423-2077  
F +1 515-262-5813  
E [jnalevanko@desmoinesasphalt.com](mailto:jnalevanko@desmoinesasphalt.com)

**[www.desmoinesasphalt.com](http://www.desmoinesasphalt.com)**

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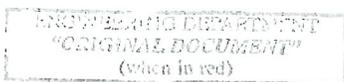
**From:** Kuhl, Chris K. <CKKuhl@dmgov.org>  
**Sent:** Wednesday, February 9, 2022 2:27 PM  
**To:** Nalevanko, Jonathan (Des Moines Asphalt) <Jonathan.Nalevanko@desmoinesasphalt.com>  
**Subject:** [EXT] RE: Neal Smith Subcontractors

Johnathan, thanks for this list. Can you provide an estimated dollar amount for each of the subs work?

Also, I had sent the attached email to Brian yesterday and saw that he was out. Can you share the included affidavit with GreenTech or whoever is handling the SWPPP permit?

Thanks

**CHRISTOPHER KUHL P.E.** | CITY OF DES MOINES  
Civil Engineer I | Engineering  
(515) 283-4073 | m: (515) 205-6915  
[DSM.city](http://DSM.city) | 400 Robert D. Ray Drive | Des Moines, Iowa 50309



ENGINEERING DEPARTMENT  
CITY OF DES MOINES, IOWA

CONTRACT NO.  
DATE  
ROLL CALL NO.

15907  
2/21/2022  
22-0271

**CONTRACT**

THIS CONTRACT, made and entered into at Des Moines, Iowa, on February 21, 2022, by and between the City of Des Moines, by its Mayor, upon order of its City Council, hereinafter called the "Jurisdiction", and OMG Midwest, Inc. dba Des Moines Asphalt & Paving, 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:

Neal Smith Trail Rehabilitation - Euclid Avenue to Saylor Creek Bridge , 112019009

The improvement includes the reconstruction of a Hot Mix Asphalt (HMA) multi-use trail, Portland Cement Concrete (PCC) sidewalk and sidewalk ramps, drainage improvements, fencing, trail signage, traffic control, grading, site restoration, erosion control, and other associated work and incidental items; all in accordance with the contract documents, including Plan File No. 626-001/044, along the east side of the Des Moines River between Euclid Avenue and the Saylor Creek Bridge north of the city limits, and along the south side of Euclid Avenue between 16th Street and the Des Moines River

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Eight Hundred Twenty Thousand Four Hundred Sixty Six and 50/100 dollars (\$820,466.50) 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 after the date a written Notice to Proceed is issued by the Jurisdiction and to fully complete the project not later than September 30, 2022 and in accordance with completion provisions. ; and to pay liquidated damages for noncompliance with said completion provisions in the amount of Five Hundred and 00/100 dollars(\$500.00), for each calendar day thereafter that the work remains incomplete.



CORPORATE ACKNOWLEDGEMENT

State of Iowa )  
 ) SS  
Polk County )

On this 3rd day of February, 20 22, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jonathan Nalevanko and \_\_\_\_\_, to me known, who, being by me duly sworn, did say that they are the Estimating Manager, 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; Jonathan Nalevanko and \_\_\_\_\_ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Heidi R. Veach

Notary Public in and for the State Iowa

My commission expires



**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 3

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 11-2019-009

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNITS</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<b><i>DIVISION 1 - NEAL SMITH TRAIL REHABILITATION</i></b>					
1 *	Clearing and Grubbing	UNIT	100.00	\$85.00	\$8,500.00
2 *	Clearing and Grubbing	LS	1.00	\$39,000.00	\$39,000.00
3	Topsoil, On-site	CY	420.00	\$30.00	\$12,600.00
4	Topsoil, Compost-amended	CY	300.00	\$55.00	\$16,500.00
5	Topsoil, Off-site	CY	580.00	\$60.00	\$34,800.00
6	Excavation, Class 10	CY	835.00	\$25.00	\$20,875.00
7 *	Removal of Storm Sewer, ≤ 30"	LF	30.00	\$28.50	\$855.00
8	Pipe Culvert, Trenched, CMP, 15"	LF	10.00	\$185.00	\$1,850.00
9	Pipe Culvert, Trenched, CMP, 18"	LF	30.00	\$175.00	\$5,250.00
10	Pipe Culvert, Trenched, CMP, 24"	LF	20.00	\$200.00	\$4,000.00
11	Pipe Apron, CMP, 15"	EA	2.00	\$750.00	\$1,500.00
12	Pipe Apron, CMP, 18"	EA	10.00	\$750.00	\$7,500.00
13	Pipe Apron, CMP, 24"	EA	3.00	\$1,000.00	\$3,000.00
14	Shared Use Path, HMA Base, 3"	SY	6000.00	\$20.00	\$120,000.00
15	Shared Use Path, HMA Surface, 2"	SY	6000.00	\$13.25	\$79,500.00
16	Asphalt Emulsion for Fog Seal (Pavement)	GAL	700.00	\$4.65	\$3,255.00
17	Bench Pad, PCC, 5"	SY	30.00	\$83.35	\$2,500.50
18	Subbase Over-excavation	TON	400.00	\$55.00	\$22,000.00
19 *	Milling, 4" Ave Depth	SY	1600.00	\$5.60	\$8,960.00

CONTRACT ATTACHMENT: ITEM 2 - BID ITEMS, QUANTITIES AND PRICES: 2 of 3

Activity ID 11-2019-009

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNITS</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
20	Full Depth Reclamation	SY	6000.00	\$4.55	\$27,300.00
21	Mechanical Stabilization Agents	TON	300.00	\$35.25	\$10,575.00
22	Chemical Stabilization Agents, Cement	TON	150.00	\$176.50	\$26,475.00
23	Microcracking	SY	6000.00	\$1.00	\$6,000.00
24 *	Hydraulic Seeding, Fertilizing, and Mulching, Type 1 Mix (Permanent Lawn Mixture)	AC	1.50	\$5,000.00	\$7,500.00
25 *	Hydraulic Seeding and Mulching, Mesic Prairie Pollinator Mix (Modified)	AC	0.75	\$5,000.00	\$3,750.00
26 *	Watering	GAL	20000.00	\$0.40	\$8,000.00
27 *	Stormwater Pollution Prevention Plan (SWPPP)	LS	1.00	\$4,000.00	\$4,000.00
28 *	Filter Sock, 12"	LF	5000.00	\$2.75	\$13,750.00
29 *	Filter Socks, Removal	LF	5000.00	\$0.25	\$1,250.00
30 *	Temporary RECP, Type 1	SY	1000.00	\$1.50	\$1,500.00
31	Rip Rap, Class D and Class E Revetment	TON	100.00	\$75.00	\$7,500.00
32 *	Stabilized Construction Entrance	TON	50.00	\$40.00	\$2,000.00
33 *	Erosion Control Mulching, Hydromulching	AC	2.50	\$2,400.00	\$6,000.00
34	Chain Link Fence, Black PVC-coated, 6' Height	LF	1785.00	\$27.00	\$48,195.00
35	Gates, 12' Wide, Double Swing, 6' Height	EA	3.00	\$1,090.00	\$3,270.00
36 *	Removal of Fence	LF	1785.00	\$2.00	\$3,570.00
37 *	Mobilization	LS	1.00	\$60,000.00	\$60,000.00
38	Bike Counter	EA	1.00	\$6,700.00	\$6,700.00
39	Bike Repair Fixit & Air Kit Station	EA	1.00	\$3,800.00	\$3,800.00
40	Information Panel	EA	1.00	\$15,800.00	\$15,800.00
41	Bench	EA	2.00	\$3,500.00	\$7,000.00

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNITS</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
42	Flexible Post, 48" Height, White	EA	1.00	\$236.00	\$236.00
43	Relocate Ding Darling Sign	LS	1.00	\$2,350.00	\$2,350.00
<b><i>SUBTOTAL DIVISION 1 =</i></b>					<b><i>\$668,966.50</i></b>
<b><i>DIVISION 2 - EUCLID AVE SIDEWALK IMPROVEMENTS</i></b>					
44	Intake Adjustment, Minor, ADA Grate	EA	1.00	\$1,500.00	\$1,500.00
45	Manhole Adjustment, Minor	EA	1.00	\$2,000.00	\$2,000.00
46	Curb and Gutter, 18" (Width), 8" (Thickness)	LF	200.00	\$35.00	\$7,000.00
47 *	Removal of Sidewalk and Driveway	SY	550.00	\$15.00	\$8,250.00
48	Sidewalk, PCC, 4"	SY	600.00	\$93.50	\$56,100.00
49	Sidewalk, PCC, 6"	SY	300.00	\$120.00	\$36,000.00
50	Detectable Warning	SF	10.00	\$60.00	\$600.00
51	Driveway, Paved, PCC, 6"	SY	430.00	\$60.00	\$25,800.00
52 *	Temporary Traffic Control	LS	1.00	\$5,750.00	\$5,750.00
53 *	Hydraulic Seeding, Fertilizing, and Mulching, Type 1 Mix (Permanent Lawn Mixture)	AC	~1.50	\$5,000.00	\$7,500.00
54 *	Concrete Washout	LS	1.00	\$1,000.00	\$1,000.00
<b><i>SUBTOTAL DIVISION 2 =</i></b>					<b><i>\$151,500.00</i></b>
<b>TOTAL CONSTRUCTION COST (SUBTOTAL DIVISION 1 + SUBTOTAL DIVISION 2)</b>					<b>\$820,466.50</b>

\*TOTAL= \$191,135.00

\*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 the project on or after the date a written Notice to Proceed is issued by the City and to fully complete the project by **September 30, 2022**; and to pay liquidated damages for noncompliance with said completion provision in the amount of five hundred and no/100 dollars (\$500.00) for each calendar day thereafter.
2. Complete work in compliance with the intermediate completion period as described below.

### Trail Closure Intermediate Completion Provision:

The contractor shall have the trail closed to the public for no more than **Seventy-Five (75) Calendar Days**. Complete all work requiring full trail closure within the time specified; and 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.

3. 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.

ENGINEERING DEPARTMENT  
CITY OF DES MOINES, IOWA

SURETY'S BOND NO. 9397372

**PERFORMANCE, PAYMENT & MAINTENANCE BOND**

KNOW ALL BY THESE PRESENTS:

That we, OMG Midwest, Inc. dba Des Moines Asphalt & Paving, as Principal (the "Contractor" or "Principal"), and Fidelity and Deposit Company of Maryland, as Surety, are held and firmly bound unto the City of Des Moines, as Oblige (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 Hundred Twenty Thousand Four Hundred Sixty Six and 50/100 dollars (\$820,466.50), 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 February 21, 2022, (the "Contract") wherein the Contractor undertakes and agrees to construct the following described improvements:

Neal Smith Trail Rehabilitation - Euclid Avenue to Saylor Creek Bridge, 112019009

The improvement includes the reconstruction of a Hot Mix Asphalt (HMA) multi-use trail, Portland Cement Concrete (PCC) sidewalk and sidewalk ramps, drainage improvements, fencing, trail signage, traffic control, grading, site restoration, erosion control, and other associated work and incidental items; all in accordance with the contract documents, including Plan File No. 626-001/044, along the east side of the Des Moines River between Euclid Avenue and the Saylor Creek Bridge north of the city limits, and along the south side of Euclid Avenue between 16th Street and the Des Moines River

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 Hundred Twenty Nine Thousand Three Hundred Thirty One and 50/100 dollars (\$629,331.50), 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:

**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.

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**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 3rd day of February, 2022



*Brian M. Hodges*

By: Brian M. Hodges  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsfclaims@zurichna.com](http://www.reportsfclaims@zurichna.com)  
800-626-4577



Policy Number: AS2-C81-004095-121, AS2-C81-054502-521  
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 COVERAGE 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):**

Any person or organization where the Named Insured has agreed by written contract to include such person or organization

**Regarding Designated Contract or Project:**

Any

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):**

Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring.

**Premium: \$ INCL**

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.

Policy Number: AS2-C81-004095-121, AS2-C81-054502-521, TB2-C81-004095-111  
 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

Schedule		
Name of Other Person(s)/ Organization(s):	Email Address or mailing address:	Number Days Notice:
Where required by written contract	Where required by written contract	90

- 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.

**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**

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.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**SCHEDULE**

**Name Of Additional Insured Person(s)  
Or Organization(s):**

**Location(s) Of Covered Operations**

Any owner, lessee, or contractor for whom you have agreed in writing prior to a loss to provide liability insurance

Any location listed in such agreement

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

**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  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any owner, lessee, or contractor for whom you have agreed in writing prior to a loss to provided liability insurance	Any location listed in such agreement
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" 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".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Policy Number TB2-C81-004095-111  
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**

**Name of Person(s) or Organization(s):** Any person or organization for which such coverage is required by written contract prior to a loss

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person(s) or organization(s) 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. Where 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 apply. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured 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

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 below 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 below.

### 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.

## 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.

Not applicable in Alaska, Kentucky, New Hampshire, New Jersey

### 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, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

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

In the states of Connecticut, Florida, Iowa, Maryland, Nebraska and Oregon, the premium charge is 1% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the states of Alabama, Arizona, Arkansas, Colorado, Delaware, District of Columbia, Georgia, Idaho, Illinois, Indiana, Kansas, Maine, Michigan, Mississippi, Missouri, Montana, Nevada, New Mexico, North Carolina, Oklahoma, Pennsylvania, Rhode Island, South Carolina, South Dakota, Vermont and West Virginia, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$100 per policy.

In the states of New York and Tennessee, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of Virginia, the premium charge is 5% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of Hawaii, the premium charge is \$250 and determined as follows: The premium charge for this endorsement is 1% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of Louisiana, the premium charge is 2% of the total standard premium, subject to a minimum premium of \$250 per policy.

In the state of Massachusetts, the premium charge is 1% of the total



manual premium.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-C8D-004095-021 Effective Date

Premium \$

Issued to CRH Americas, Inc.

Endorsement No.

## 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, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

All work associated with:

City of Des Moines  
Engineering Department  
400 Robert D Ray Drive  
Des Moines, IA 50309  
Project: Neal Smith Trail Rehabilitation - Euclid Avenue to Saylor Creek  
Bridge 112019009  
Location Code: 182-ANK

Premium is included in the applicable state blanket waiver's premium charge.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-C8D-004095-021

Effective Date 02/07/2022

Premium \$

Issued to CRH Americas, Inc.

Endorsement No.

**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**

<b>Name of Other Person(s) / Organization(s):</b>	<b>Email Address or mailing address:</b>	<b>Number Days Notice:</b>
City of Des Moines Engineering Department	400 Robert D Ray Drive Des Moines, IA 50309  Project: Neal Smith Trail Rehabilitation - Euclid Avenue to Saylor Creek Bridge 112019009  Location Code: 182-ANK	30

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-C8D-004095-021

Effective Date 02/07/2022

Premium \$

Issued to CRH Americas, Inc.

Endorsement No.

**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

**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.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**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.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
City of Des Moines Engineering Department 400 Robert D Ray Drive Des Moines, IA 50309	Project: Neal Smith Trail Rehabilitation - Euclid Avenue to Saylor Creek Bridge 112019009 Location Code: 182-ANK
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**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  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
City of Des Moines Engineering Department 400 Robert D Ray Drive Des Moines, IA 50309	Project: Neal Smith Trail Rehabilitation - Euclid Avenue to Saylor Creek Bridge 112019009  Location Code: 182-ANK
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" 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".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

## 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:**

City of Des Moines  
Engineering Department  
400 Robert D Ray Drive  
Des Moines, IA 50309

Project: Neal Smith Trail Rehabilitation - Euclid Avenue to Saylor Creek Bridge 112019009

Location Code: 182-ANK

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.

Policy Number TB2-C81-004095-111  
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**

**Name of Person(s) or Organization(s):**

City of Des Moines  
Engineering Department  
400 Robert D Ray Drive  
Des Moines, IA 50309

Project: Neal Smith Trail Rehabilitation - Euclid Avenue to Saylor Creek Bridge 112019009

Location Code: 182-ANK

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person(s) or organization(s) 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. Where 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 apply. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured for the same "occurrence", claim or "suit".

Policy Number TB2-C81-004095-111  
Issued by Liberty Mutual Fire Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**IOWA GOVERNMENTAL ENTITY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**Schedule**

<b>Municipality:</b>	City of Des Moines Engineering Department
<b>Address:</b>	400 Robert D Ray Drive Des Moines, IA 50309 Project: Neal Smith Trail Rehabilitation - Euclid Avenue to Saylor Creek Bridge 112019009 Location Code: 182-ANK

**A. Additional Insured Provision**

The Municipality shown in the Schedule of this endorsement, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds with respect to liability arising out of the insured's work and/or services performed for the municipality shown in the Schedule of this endorsement. 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 is primary, contributing or excess.

**B. Governmental Immunities Provision**

1. Non-waiver of Governmental Immunity

The insurance carrier expressly agrees and states that the purchase of this policy and the including of 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.

2. 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.

3. Assertion of Governmental 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.

4. 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.

5. 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.

**C. Cancellation and Non-Renewal Provision**

Thirty (30) days Advance Written Notice of Cancellation, ten (10) days Advance Written Notification of Cancellation due to non-payment or premium, and forty-five (45) days Advance Written Notification of Non-Renewal shall be sent to the address shown in the Schedule of this endorsement. This endorsement supersedes the standard cancellation statement on Certifications of Insurance to which this endorsement is attached.

Policy Number TB2-C81-004095-111  
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

<b>Schedule</b>
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<b>Name of Other Person(s) / Organization(s):</b>	<b>Email Address or mailing address:</b>	<b>Number Days Notice:</b>
City of Des Moines Engineering Department	400 Robert D Ray Drive Des Moines, IA 50309  Project: Neal Smith Trail Rehabilitation - Euclid Avenue to Saylor Creek Bridge 112019009  Location Code: 182-ANK	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: AS2-C81-004095-121  
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

Schedule		
Name of Other Person(s)/ Organization(s):	Email Address or mailing address:	Number Days Notice:
City of Des Moines	Engineering Department	30
	400 Robert D Ray Drive Des Moines, IA 50309	
Project: Neal Smith Trail Rehabilitation - Euclid Avenue to Saylor Creek Bridge 112019009	Location Code: 182-ANK	

- 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.

**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):**

City of Des Moines  
Engineering Department  
400 Robert D Ray Drive  
Des Moines, IA 50309

Project: Neal Smith Trail Rehabilitation - Euclid Avenue to Saylor Creek  
Bridge 112019009

Location Code: 182-ANK

**Premium:** \$ Included

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.

Policy Number: AS2-C81-004095-121  
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 COVERAGE 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):**

City of Des Moines  
Engineering Department  
400 Robert D Ray Drive  
Des Moines, IA 50309

**Regarding Designated Contract or Project:**

Project: Neal Smith Trail Rehabilitation - Euclid Avenue to Saylor Creek Bridge  
112019009

Location Code: 182-ANK

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.**

## DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

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.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage 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 Organization(s):
City of Des Moines Engineering Department 400 Robert D Ray Drive Des Moines, IA 50309
Project: Neal Smith Trail Rehabilitation - Euclid Avenue to Saylor Creek Bridge 112019009
Location Code: 182-ANK
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.