



Roll Call Number

22-0587

Agenda Item Number

10

DATE April 18, 2022

APPROVAL OF CONTRACT AND BOND
AND PERMISSION TO SUBLET ON
DES MOINES LEVEE ALTERATIONS - PHASE B
\$12,686,390.85

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DES MOINES, IOWA: That the contract and bond, in the amount of \$12,686,390.85, executed by Peterson Contractors, Inc., Cordell Peterson, President, 104 Blackhawk Street, Reinbeck, IA, 50669-1012 dated April 18, 2022, for the construction of the following improvement:

Des Moines Levee Alterations - Phase B, 082020004

The improvement includes earthen levee raise and widening, earthwork, clearing, excavation, cast-in-place floodwall, cast-in-place floodwall raises, cast-in-place retaining wall, gatewells, gatewell structural modifications, stoplog structure and stoplogs, revetment, manholes, storm sewer pipe and repair, articulated concrete block, utility abandonment and removal, pavement removal, Portland Cement Concrete (PCC) pavement, Hot Mix Asphalt (HMA) pavement, lighting removal and installation, fencing, erosion control, seeding, other incidental items and miscellaneous associated work including cleanup; all in accordance with the contract documents, including Plan File No. 639-113/259, with improvements located along the Raccoon River from the confluence of the Des Moines River to Martin Luther King Jr. Parkway, in 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.



Roll Call Number

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22-0587

10

DATE April 18, 2022

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 22-170 attached)

Moved by Gatto to adopt. Second by Boesen

FORM APPROVED s/Kathleen Vanderpool

Kathleen Vanderpool
Deputy City Attorney

SLN
PW

Funding Source: 2022-23 CIP, Page 105, Flood Mitigation Improvements, SM087, Being:
Storm Water Utility Funds and Flood Mitigation Sales Tax

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT	
COWNIE	✓				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.
BOESEN	✓				
GATTO	✓				
MANDELBAUM	✓				
SHEUMAKER	✓				
VOSS	✓				
WESTERGAARD	✓				
TOTAL	7				
MOTION CARRIED				APPROVED	
<u>J. M. Franklin Cownie</u>					<u>P. Kay Cmelik</u>
				Mayor	City Clerk

Department of Engineering
City of Des Moines, Iowa



CONTRACTOR’S ANTICIPATED DBE/TSB UTILIZATION

Des Moines Levee Alterations - Phase B

Activity ID 082020004

On February 22, 2022, Peterson Contractors, Inc., Cordell Peterson, President, 104 Blackhawk Street, Reinbeck, IA 50669-1012 submitted a proposal for construction of the Des Moines Levee Alterations - Phase B, Activity ID 082020004, which the City Council has determined to be the lowest responsible, responsive bid for said project in the amount of \$12,686,390.85. 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 Peterson Contractors, 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
	Peterson Contractors, Inc. Amount	\$12,686,390.85
	Percentage of DBE/TSB Participation	0.00%

Copy

PERMISSION TO SUBLET

Project Des Moines Levee Alterations - Phase B

Contractor Peterson Contractors, Inc.

Federal Tax ID 420921654 **Contract No.** 15942 **Sublet Request No.** 1

ITEM TO BE SUBLET	ORGANIZATION TO PERFORM WORK	DBE Y/N	COST OF SPECIALTY ITEMS	TOTAL COST OF WORK SUBLET
Electric	Baker Electric, Inc. 111 Jackson Avenue Des Moines, IA 50315 (515) 288-6774 Federal Tax ID 420835172	No		\$84,975.00
Fencing	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		\$78,147.25
Erosion Control and Seeding	Greentech of Iowa, LLC P.O. Box 350 Grimes, IA 50111 (515) 202-2763 Federal Tax ID 272456549	No		\$494,638.00
HMA Paving	InRoads, LLC 4224 Hubbell Avenue Des Moines, IA 50317 (515) 348-8148 Federal Tax ID 821949617	No		\$107,031.78
Traffic Control and Pavement Markings	Iowa Plains Signing, Inc. P.O. Box 654 1110 W. 6th Avenue Slater, IA 50244 (515) 685-3536 Federal Tax ID 421501734	No		\$61,772.00
Utilities	J & K Contracting, LLC 10703 Justin Drive Urbandale, IA 50322 (515) 233-5500 Federal Tax ID 562645555	No		\$2,404,210.00
Concrete Paving	TK Concrete, Inc. 1608 Fifield Road Pella, IA 50219 (641) 628-4590 Federal Tax ID 391898532	No		\$188,015.00
Surveying	Snyder & Associates, Inc. 2727 SW Snyder Blvd. Ankeny, IA 50023 (515) 964-2020 x. 2608 Federal Tax ID 421379015	No		\$75,000.00

Clearing and Grubbing	Boyle Built Enterprises LLC 33837 142nd Street Selma, IA 52588 Federal Tax ID 202566447	No	\$53,932.20
Testing Services	Terracon Consultants, Inc. 600 SW 7th Street, Suite M Des Moines, IA 50309 (515) 244-3184 Federal Tax ID 421249917	No	\$9,000.00

	Previous Request	This Request	Total To Date	
Cost of Items Sublet		\$3,556,721.23	\$3,556,721.23	(a)
Cost of Specialty Items Sublet				(b)
Cost of Sublet Items Less Speciality Items				(c)
Contract Amount			\$12,686,390.85	(d)
Contract Amount Less Total Specialty Items (d-			\$12,686,390.85	(e)
Percentage of Contract Sublet to Date (c/e)			28.04%	

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-
4-18-22
 Roll Call No. Date

Bouska, Craig M.

From: Jennifer Wissler <jennifer@pcius.com>
Sent: Monday, March 21, 2022 3:35 PM
To: Bouska, Craig M.
Subject: RE: Des Moines Levee Alterations Phase B 08-2020-004

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.

Please see below for the information for tax exempt certs. If you need any additional information please let me know.

- Baker Electric Inc 111 Jackson Ave Des Moines IA 50315 42-0835172 Electrical \$84,975.00
- Boyle Built Enterprises 33837 142nd St Selma IA 52588 20-2566447 Clearing & Grubbing \$53,932.20
- Des Moines Steel Fence 2045 NE 46th Avenue Ste A Des Moines IA 50313 42-1349195 Fencing \$78,147.25
- Greentech of Iowa LLC PO Box 148 Slater IA 50244 27-2456549 Erosion Control/Seeding \$494,638.00
- Inroads LLC 4224 Hubbell Ave Des Moines IA 50317 82-1949617 Shared Use HMA \$107,031.78
- Iowa Plains Signing Inc PO Box 654 Slater IA 50244 42-1501734 Pavement Markings/Traffic Control \$61,772.00
- J&K Contracting LLC 10703 Justin Dr Urbandale IA 50322 56-2645555 Utilities \$2,404,210.00
- TK Concrete Inc 1608 Fifield Rd Pella IA 50219 39-1898532 Paving \$188,015.00
- Snyder & Associates PO Box 1159 Ankeny IA 50023 42-1379015 Surveying \$75,000.00
- Terracon 600 SW 7th St Ste M Des Moines IA 50309 42-1249917 Testing Services \$9,000.00

Thanks!

Jennifer Wissler
Peterson Contractors, Inc.
Direct Dial: (319)788-4714
Phone: (319)345-2713 ext. 215
Fax: (319)788-4799

From: Bouska, Craig M. <CMBouska@dmgov.org>
Sent: Friday, March 18, 2022 11:11 AM
To: Jennifer Wissler <jennifer@pcius.com>
Subject: RE: Des Moines Levee Alterations Phase B 08-2020-004

Jennifer,

3% for retainage.

Subcontractors – see attached example. I fill out the Permission to Sublet form and would just need an email making the request with the sub name, address, tax id number, type of work, and amount.

Thank you,

CRAIG BOUSKA, P.E. | CITY OF DES MOINES
Civil Engineer III | Engineering Department
(515) 283-4580 | m: (515) 208-4580
DSM.city | 400 Robert D. Ray Drive | Des Moines, Iowa 50309

From: Jennifer Wissler <jennifer@pci.us>
Sent: Friday, March 18, 2022 10:56 AM
To: Bouska, Craig M. <cmbouska@dm.gov>
Subject: Des Moines Levee Alterations Phase B 08-2020-004

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.

Good Morning,

I'm working on the paperwork for this project and wanted to confirm that the retainage percentage is 5%?

Also, does the City of Des Moines have a specific form they utilize for subcontractor requests/sales tax exemption information?

Thanks!

Jennifer Wissler
Peterson Contractors, Inc.
Direct Dial: (319)788-4714
Phone: (319)345-2713 ext. 215
Fax: (319)788-4799

ENGINEERING DEPARTMENT
CITY OF DES MOINES, IOWA

CONTRACT NO.
DATE
ROLL CALL NO.

15942
4/18/2022
22-0587

CONTRACT

THIS CONTRACT, made and entered into at Des Moines, Iowa, on April 18, 2022, by and between the City of Des Moines, by its Mayor, upon order of its City Council, hereinafter called the "Jurisdiction", and Peterson Contractors, 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:

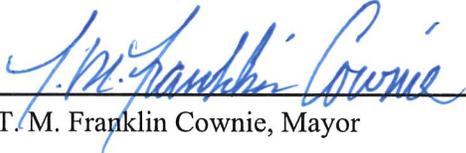
Des Moines Levee Alterations - Phase B, 082020004

The improvement includes earthen levee raise and widening, earthwork, clearing, excavation, cast-in-place floodwall, cast-in-place floodwall raises, cast-in-place retaining wall, gatewells, gatewell structural modifications, stoplog structure and stoplogs, revetment, manholes, storm sewer pipe and repair, articulated concrete block, utility abandonment and removal, pavement removal, Portland Cement Concrete (PCC) pavement, Hot Mix Asphalt (HMA) pavement, lighting removal and installation, fencing, erosion control, seeding, other incidental items and miscellaneous associated work including cleanup; all in accordance with the contract documents, including Plan File No. 639-113/259, with improvements located along the Raccoon River from the confluence of the Des Moines River to Martin Luther King Jr. Parkway, in Des Moines, Iowa

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Twelve Million Six Hundred Eighty Six Thousand Three Hundred Ninety and 85/100 dollars (\$12,686,390.85) 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 October 31, 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.

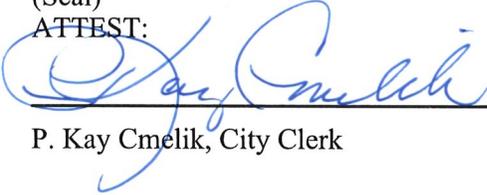
IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.

JURISDICTION:

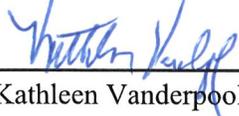
By 
T. M. Franklin Cownie, Mayor

(Seal)

ATTEST:


P. Kay Cmelik, City Clerk

FORM APPROVED BY:


Kathleen Vanderpool, Deputy City Attorney

CONTRACTOR:

Peterson Contractors, Inc.
Contractor
By 

Signature Cordell Peterson

President

Title

104 Blackhawk Street

Street Address

Reinbeck, IA

50669-1012

City, State - Zip Code

(319) 243-9119 / jordank@pci.us.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 C131642
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 Iowa)
) SS
Grundy County)

On this 18th day of April, 20 22, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared Cordell Peterson 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; Cordell Peterson and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Karla Downey
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 7

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 08-2020-004

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNITS</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1 *	CLEARING AND GRUBBING	AC	3.40	\$13,500.00	\$45,900.00
2 *	TOPSOIL, ON-SITE	CY	14670.00	\$7.00	\$102,690.00
3 *	EXCAVATION, CLASS 10	CY	39750.00	\$15.25	\$606,187.50
4 *	REMOVAL OF STRUCTURE, CONCRETE BARRIER	EA	4.00	\$125.00	\$500.00
5 *	REMOVAL OF STRUCTURE, FLAPGATE, 4"	EA	1.00	\$450.00	\$450.00
6 *	REMOVAL OF STRUCTURE, FLAPGATE, 10"	EA	1.00	\$750.00	\$750.00
7 *	REMOVAL OF STRUCTURE, FLAPGATE, 12"	EA	3.00	\$750.00	\$2,250.00
8 *	REMOVAL OF STRUCTURE, FLAPGATE, 18"	EA	3.00	\$950.00	\$2,850.00
9 *	REMOVAL OF STRUCTURE, FLAPGATE, 24"	EA	2.00	\$950.00	\$1,900.00
10 *	REMOVAL OF STRUCTURE, FLAPGATE, 30"	EA	1.00	\$1,200.00	\$1,200.00
11 *	REMOVAL OF STRUCTURE, FLAPGATE, 42"	EA	1.00	\$1,400.00	\$1,400.00
12 *	REMOVAL OF STRUCTURE, APRON, 24"	EA	2.00	\$650.00	\$1,300.00
13 *	REMOVAL OF STRUCTURE, FLOODWALL, DM-III	LF	313.00	\$265.00	\$82,945.00
14 *	REMOVAL OF STRUCTURE, GUARDRAIL	LF	28.00	\$18.00	\$504.00
15 *	REMOVAL OF STRUCTURE, GATEWELL 131	EA	1.00	\$25,000.00	\$25,000.00
16 *	REMOVAL OF STRUCTURE, GATEWELL 186	EA	1.00	\$20,000.00	\$20,000.00
17 *	REMOVAL OF CONCRETE WALL AND DRAIN	EA	1.00	\$15,000.00	\$15,000.00
18 *	TREE PROTECTION FENCE, 48" HEIGHT	LF	7150.00	\$3.75	\$26,812.50
19 *	SPECIAL PIPE EMBEDMENT	LF	2074.00	\$20.00	\$41,480.00
20 *	REMOVAL OF SANITARY SEWER, RCP, 36"	LF	30.00	\$50.00	\$1,500.00
21	STORM SEWER TRENCHED, RCP, CLASS III, 15"	LF	386.00	\$140.00	\$54,040.00

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNITS</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
22	STORM SEWER TRENCHED, RCP, CLASS III, 18"	LF	50.00	\$150.00	\$7,500.00
23	STORM SEWER TRENCHED, RCP, CLASS III, 24"	LF	1491.00	\$180.00	\$268,380.00
24	STORM SEWER TRENCHED, RCP, CLASS III, 30"	LF	41.00	\$250.00	\$10,250.00
25	STORM SEWER TRENCHED, PVC, SDR 23.5, 4"	LF	29.00	\$95.00	\$2,755.00
26	STORM SEWER TRENCHED, DIP, CLASS 350, 12"	LF	27.00	\$225.00	\$6,075.00
27	STORM SEWER TRENCHED, DIP, CLASS 350, 36"	LF	50.00	\$1,500.00	\$75,000.00
28 *	REMOVAL OF STORM SEWER, RCP, 12"	LF	188.00	\$55.00	\$10,340.00
29 *	REMOVAL OF STORM SEWER, RCP, 18"	LF	65.00	\$80.00	\$5,200.00
30 *	REMOVAL OF STORM SEWER, RCP, 24"	LF	16.00	\$135.00	\$2,160.00
31 *	REMOVAL OF STORM SEWER, RCP, 72"	LF	21.00	\$250.00	\$5,250.00
32 *	REMOVAL OF STORM SEWER, CMP, 10"	LF	65.00	\$30.00	\$1,950.00
33 *	REMOVAL OF STORM SEWER, CMP, 30"	LF	65.00	\$45.00	\$2,925.00
34 *	REMOVAL OF STORM SEWER FORCE MAIN	LS	1.00	\$20,000.00	\$20,000.00
35	FLAPGATE, 18"	EA	1.00	\$5,000.00	\$5,000.00
36	FLAPGATE, 24"	EA	2.00	\$6,000.00	\$12,000.00
37	FLAPGATE, 30"	EA	1.00	\$7,500.00	\$7,500.00
38	HEADWALL, 18"	EA	1.00	\$9,500.00	\$9,500.00
39	HEADWALL, 24"	EA	2.00	\$12,500.00	\$25,000.00
40	HEADWALL, 30"	EA	1.00	\$15,500.00	\$15,500.00
41	PIPE APRON, RCP, CLASS III, 24"	EA	1.00	\$5,000.00	\$5,000.00
42 *	BYPASS PUMPING	LS	1.00	\$10,000.00	\$10,000.00
43 *	SPOT REPAIRS BY PIPE REPLACEMENT, RCP, CLASS III, 24"	EA	1.00	\$5,500.00	\$5,500.00
44 *	SPOT REPAIRS BY PIPE REPLACEMENT, RCP, CLASS III, 36"	EA	1.00	\$11,500.00	\$11,500.00
45 *	SPOT REPAIRS BY PIPE REPLACEMENT, RCP, CLASS III, 72"	EA	1.00	\$12,500.00	\$12,500.00
46 *	SPOT REPAIRS BY PIPE REPLACEMENT, RCP, CLASS III, 24"	LF	16.00	\$800.00	\$12,800.00

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNITS</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
47 *	SPOT REPAIRS BY PIPE REPLACEMENT, RCP, CLASS III, 36"	LF	30.00	\$1,000.00	\$30,000.00
48 *	SPOT REPAIRS BY PIPE REPLACEMENT, RCP, CLASS III, 72"	LF	16.00	\$1,500.00	\$24,000.00
49 *	STORM SEWER ABANDONMENT, FILL AND PLUG, CIP, 4"	LF	100.00	\$70.00	\$7,000.00
50 *	STORM SEWER ABANDONMENT, FILL AND PLUG, CIP, 10"	LF	52.00	\$130.00	\$6,760.00
51 *	STORM SEWER ABANDONMENT, FILL AND PLUG, CMP, 12"	LF	65.00	\$60.00	\$3,900.00
52 *	STORM SEWER ABANDONMENT, FILL AND PLUG, CMP, 18"	LF	170.00	\$65.00	\$11,050.00
53 *	STORM SEWER ABANDONMENT, FILL AND PLUG, CMP, 24"	LF	163.00	\$70.00	\$11,410.00
54 *	STORM SEWER ABANDONMENT, FILL AND PLUG, RCP, 12"	LF	70.00	\$60.00	\$4,200.00
55 *	SANITARY SEWER ABANDONMENT, FILL AND PLUG, RCP, 15"	LF	173.00	\$65.00	\$11,245.00
56 *	SANITARY SEWER ABANDONMENT, FILL AND PLUG, RCP, 42"	LF	188.00	\$150.00	\$28,200.00
57	STORM SEWER PIPE, CLASS 350 DI PIPE SPOOL, PE x PE, 8" DIA.	LF	38.00	\$300.00	\$11,400.00
58	STORM SEWER PIPE, CLASS 53 DI PIPE SPOOL, FL x PE, 4" DIA.	LF	3.00	\$400.00	\$1,200.00
59	STORM SEWER PIPE, CLASS 53 DI PIPE SPOOL, FL x PE, 8" DIA.	LF	7.00	\$300.00	\$2,100.00
60	VALVE, PLUG, FL, 4" DIA.	EA	1.00	\$4,000.00	\$4,000.00
61	VALVE, PLUG, FL, 8" DIA.	EA	3.00	\$4,500.00	\$13,500.00
62	VALVE, AIR/VACUUM, FL, 4" DIA.	EA	1.00	\$3,500.00	\$3,500.00
63	VALVE, AIR/VACUUM, FL, 8" DIA.	EA	3.00	\$6,000.00	\$18,000.00
64	FITTING, 22.5° BEND, MJ, 8" DIA.	EA	2.00	\$1,500.00	\$3,000.00
65	FITTING, 22.5° BEND, MJ, 36" DIA.	EA	6.00	\$20,000.00	\$120,000.00
66	FITTING, 90° BEND, MJ, 8" DIA.	EA	4.00	\$1,500.00	\$6,000.00
67	FITTING, 90° BEND, MJ, 36" DIA.	EA	12.00	\$22,000.00	\$264,000.00
68	FITTING, RESTRAINED JOINT ADAPTER, 4" DIA.	EA	2.00	\$30.00	\$60.00
69	FITTING, RESTRAINED JOINT ADAPTER, 8" DIA.	EA	13.00	\$60.00	\$780.00
70	FITTING, RESTRAINED JOINT ADAPTER, 36" DIA.	EA	12.00	\$1,500.00	\$18,000.00

CONTRACT ATTACHMENT: ITEM 2 - BID ITEMS, QUANTITIES AND PRICES: 4 of 7

Activity ID 08-2020-004

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNITS</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
71	FITTING, BOLT THROUGH MJ RESTRAINED ADAPTER, 8" DIA.	EA	2.00	\$1,200.00	\$2,400.00
72	FITTING, BOLT THROUGH MJ RESTRAINED ADAPTER, 36" DIA.	EA	15.00	\$5,000.00	\$75,000.00
73	FITTING, TEE, MJ, 8" x 4" x 8"	EA	1.00	\$2,500.00	\$2,500.00
74	FITTING, TEE, MJ, 36" x 8" x 36"	EA	3.00	\$25,000.00	\$75,000.00
75	MANHOLE, SW-401, 48" DIA.	EA	13.00	\$9,000.00	\$117,000.00
76	MANHOLE, SW-401, 60" DIA.	EA	2.00	\$12,000.00	\$24,000.00
77	MANHOLE, SW-404, 4.0' X 6.0'	EA	1.00	\$30,000.00	\$30,000.00
78	MANHOLE, SW-404, 4.5' X 9.5'	EA	1.00	\$40,000.00	\$40,000.00
79	INTAKE, SW-512, 18" DIA.	EA	1.00	\$10,000.00	\$10,000.00
80 *	INTAKE ADJUSTMENT, MINOR	EA	1.00	\$2,500.00	\$2,500.00
81 *	REMOVE INTAKE, 12" DIA.	EA	2.00	\$2,000.00	\$4,000.00
82 *	REMOVE INTAKE, 18" DIA.	EA	2.00	\$2,500.00	\$5,000.00
83	GATEWELL 131	EA	1.00	\$135,000.00	\$135,000.00
84	GATEWELL 133A	EA	1.00	\$125,000.00	\$125,000.00
85	GATEWELL 182	EA	1.00	\$95,000.00	\$95,000.00
86	GATEWELL 186	EA	1.00	\$192,000.00	\$192,000.00
87	GATEWELL 185C, GATEWELL STRUCTURE RAISE	EA	1.00	\$25,000.00	\$25,000.00
88	CAST-IN-PLACE FLOODWALL, STA. 512+00 TO STA. 516+68	CY	462.00	\$1,020.00	\$471,240.00
89	CAST-IN-PLACE FLOODWALL RAISE SEGMENT STA. 437+14 TO STA. 440+14	CY	7.00	\$6,615.00	\$46,305.00
90	CAST-IN-PLACE FLOODWALL RAISE SEGMENT STA. 440+14 TO STA. 444+39	CY	6.00	\$8,015.00	\$48,090.00
91 *	ABANDONMENT OF STRUCTURE, GATEWELL 181	EA	1.00	\$25,000.00	\$25,000.00
92 *	ABANDONMENT OF STRUCTURE, GATEWELL 165	EA	1.00	\$25,000.00	\$25,000.00
93 *	ABANDONMENT OF STRUCTURE, GATEWELL 275	EA	1.00	\$25,000.00	\$25,000.00
94 *	ABANDONMENT OF STRUCTURE, SANITARY SEWER MH	EA	1.00	\$8,000.00	\$8,000.00

CONTRACT ATTACHMENT: ITEM 2 - BID ITEMS, QUANTITIES AND PRICES: 5 of 7

Activity ID 08-2020-004

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNITS</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
95	STOPLOG STRUCTURE AND STOPLOGS	EA	1.00	\$195,000.00	\$195,000.00
96	CURB AND GUTTER, 2' WIDE, 6" THICK	LF	374.00	\$46.00	\$17,204.00
97	DROP CURB AND GUTTER, 2' WIDE, 6" THICK	LF	19.00	\$80.00	\$1,520.00
98 *	REMOVAL OF SIDEWALK	SY	84.00	\$11.00	\$924.00
99 *	REMOVAL OF SHARED USE PATH	SY	3039.00	\$6.25	\$18,993.75
100 *	REMOVAL OF DRIVEWAY	SY	2035.00	\$8.50	\$17,297.50
101 *	REMOVAL OF CURB	LF	40.00	\$9.50	\$380.00
102	SHARED USE PATH, HMA, 6" THICK	SY	2687.00	\$52.35	\$140,664.45
103	SHARED USE PATH, PCC, 6" THICK	SY	456.00	\$66.00	\$30,096.00
104	SIDEWALK, PCC, 6" THICK	SY	251.00	\$76.00	\$19,076.00
105	DETECTABLE WARNING	SF	32.00	\$65.00	\$2,080.00
106	DRIVEWAY, PAVED, PCC, 6" THICK	SY	1574.00	\$65.00	\$102,310.00
107 *	DRIVEWAY, GRANULAR	TONS	1017.00	\$35.00	\$35,595.00
108 *	REMOVE AND STOCKPILE EXISTING TRAIL LIGHTING	EA	12.00	\$1,675.00	\$20,100.00
109 *	DEMOLISH EXISTING LIGHTING FOUNDATION	EA	12.00	\$600.00	\$7,200.00
110 *	RE-INSTALL EXISTING TRAIL LIGHTING	EA	11.00	\$5,950.00	\$65,450.00
111 *	REMOVE AND STOCKPILE EXISTING SIGN	EA	22.00	\$80.00	\$1,760.00
112 *	RESET STOCKPILED EXISTING SIGN	EA	22.00	\$205.00	\$4,510.00
113 *	FLEXIBLE DELINEATOR POSTS	EA	24.00	\$205.00	\$4,920.00
114 *	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE, 4" WIDE	LF	1008.00	\$27.00	\$27,216.00
115 *	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE, 7" WIDE	LF	8.00	\$37.00	\$296.00
116 *	PAVEMENT SYMBOLS AND LEGENDS	EA	1.00	\$300.00	\$300.00
117 *	TEMPORARY TRAFFIC CONTROL	LS	1.00	\$225,500.00	\$225,500.00
118 *	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING - DES MOINES SEED MIX	AC	39.33	\$5,600.00	\$220,248.00

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNITS</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
119 *	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING - WETLAND MIX	AC	0.03	\$5,500.00	\$165.00
120 *	WARRANTY, SEEDING	LS	1.00	\$25,000.00	\$25,000.00
121 *	SOD	SQ	537.00	\$76.00	\$40,812.00
122 *	STORMWATER POLLUTION PREVENTION PLAN (SWPPP)	LS	1.00	\$14,800.00	\$14,800.00
123 *	TEMPORARY RECP, TYPE 3.B	SY	50410.00	\$1.60	\$80,656.00
124 *	WATTLE, STRAW, 12"	LF	12035.00	\$2.35	\$28,282.25
125 *	WATTLE, REMOVAL	LF	12035.00	\$1.25	\$15,043.75
126 *	RIP RAP, IDOT CLASS A	TON	8425.00	\$68.00	\$572,900.00
127 *	RIP RAP, IDOT CLASS B	TON	19682.00	\$67.00	\$1,318,694.00
128 *	RIP RAP, IDOT CLASS E	TON	47080.00	\$66.00	\$3,107,280.00
129 *	SILT FENCE	LF	18060.00	\$1.85	\$33,411.00
130 *	SILT FENCE, REMOVAL OF DEVICE	LF	18060.00	\$1.05	\$18,963.00
131 *	EROSION CONTROL MULCHING, HYDROMULCHING	AC	20.00	\$2,200.00	\$44,000.00
132 *	INLET PROTECTION DEVICE, SURFACE APPLIED	EA	5.00	\$170.00	\$850.00
133 *	INLET PROTECTION DEVICE, WATTLES, STRAW	EA	13.00	\$125.00	\$1,625.00
134 *	INLET PROTECTION DEVICE, MAINTENANCE	EA	13.00	\$50.00	\$650.00
135 *	STABILIZED CONSTRUCTION ENTRANCE	TON	414.00	\$75.50	\$31,257.00
136 *	ZINC-COATED CHAINLINK, 72" HEIGHT	LF	1858.00	\$23.50	\$43,663.00
137 *	PVC-COATED CHAINLINK, 96" HEIGHT	LF	220.00	\$48.00	\$10,560.00
138 *	GATE, CANTILEVER, ZINC-COATED STEEL, 30' WIDE, 72" HEIGHT	EA	1.00	\$6,000.00	\$6,000.00
139 *	GATE, SINGLE SWING, ZINC-COATED STEEL, 12' WIDE, 72" HEIGHT	EA	1.00	\$1,300.00	\$1,300.00
140 *	GATE, DOUBLE SWING, ZINC-COATED STEEL, 20' WIDE, 72" HEIGHT	EA	1.00	\$1,600.00	\$1,600.00
141 *	GATE, SINGLE SWING, PVC-COATED STEEL, 4' WIDE, 96" HEIGHT	EA	2.00	\$1,100.00	\$2,200.00
142 *	GATE, DOUBLE SWING, PVC-COATED STEEL, 20' WIDE, 96" HEIGHT	EA	2.00	\$2,000.00	\$4,000.00

CONTRACT ATTACHMENT: ITEM 2 - BID ITEMS, QUANTITIES AND PRICES: 7 of 7

Activity ID 08-2020-004

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNITS</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
143 *	BARBED WIRE, 3 STRAND, TYPE II ARMS	LF	1199.00	\$3.85	\$4,616.15
144 *	REMOVAL OF FENCE	LF	2172.00	\$3.00	\$6,516.00
145	COMBINED CONCRETE SIDEWALK AND RETAINING WALL	CY	200.00	\$1,120.00	\$224,000.00
146	HANDRAIL, SPECIAL, ALUMINUM	LF	221.00	\$250.00	\$55,250.00
147 *	ARTICULATED CONCRETE BLOCK MATTING	SF	54370.00	\$12.75	\$693,217.50
148 *	WINDROW AND STOCKPILE RIP RAP	TON	4531.00	\$19.50	\$88,354.50
149 *	PLUG OR ABANDON MONITORING WELL	EA	3.00	\$1,500.00	\$4,500.00
150 *	CONSTRUCTION SURVEY	LS	1.00	\$70,000.00	\$70,000.00
151 *	MONUMENT PRESERVATION OR REPLACEMENT	LS	1.00	\$12,000.00	\$12,000.00
152 *	MOBILIZATION	LS	1.00	\$940,000.00	\$940,000.00
153 *	CONCRETE WASHOUT	LS	1.00	\$6,000.00	\$6,000.00
154 *	FLOOD CONTINGENCY PLAN	LS	1.00	\$200,000.00	\$200,000.00
155 *	RAILROAD PROTECTIVE INSURANCE AND COORDINATION (IAIR)	LS	1.00	\$12,000.00	\$12,000.00
156 *	RAILROAD PROTECTIVE INSURANCE AND COORDINATION (UPRR)	LS	1.00	\$12,000.00	\$12,000.00
TOTAL CONSTRUCTION COST					\$12,686,390.85
*TOTAL=					\$9,416,615.40

*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 October 31, 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. Complete work in compliance with the intermediate completion period as described below.

Phase 1: Complete all work from station 351+50 to station 370+00 and from station 499+75 to station 517+65 by October 14, 2022. Complete all work as described in the plans 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.

Phase 1: Complete all work within the temporary construction easement for 525 SW 5th Street. The Contractor shall commence work no earlier than June 27, 2022 and the Contractor shall complete work no later than August 26, 2022. Access to this easement will not be available after August 26, 2022. Complete all work as described in the plans 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.

Phase 2 & 3: After completion of Phase 1, complete all work in Phase 2 from station 370+00 to station 416+00 as described in the plans. After completion of Phase 2, complete all work in Phase 3 from station 416+00 to 466+00 by October 31, 2023.

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. 107570451

PERFORMANCE, PAYMENT & MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Peterson Contractors, Inc. , as Principal (the "Contractor" or "Principal"), and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto the City of Des Moines, 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 Twelve Million Six Hundred Eighty Six Thousand Three Hundred Ninety and 85/100 dollars (\$12,686,390.85), 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 April 18, 2022, (the "Contract") wherein the Contractor undertakes and agrees to construct the following described improvements:

Des Moines Levee Alterations - Phase B, 082020004

The improvement includes earthen levee raise and widening, earthwork, clearing, excavation, cast-in-place floodwall, cast-in-place floodwall raises, cast-in-place retaining wall, gatewells, gatewell structural modifications, stoplog structure and stoplogs, revetment, manholes, storm sewer pipe and repair, articulated concrete block, utility abandonment and removal, pavement removal, Portland Cement Concrete (PCC) pavement, Hot Mix Asphalt (HMA) pavement, lighting removal and installation, fencing, erosion control, seeding, other incidental items and miscellaneous associated work including cleanup; all in accordance with the contract documents, including Plan File No. 639-113/259, with improvements located along the Raccoon River from the confluence of the Des Moines River to Martin Luther King Jr. Parkway, in 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 Three Million Two Hundred Sixty Nine Thousand Seven Hundred Seventy Five and 45/100 dollars (\$3,269,775.45), 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.

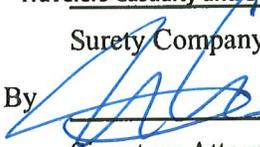
In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Polk County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation accruing to 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 18th day of April, 2022

<p>PRINCIPAL:</p> <p><u>Peterson Contractors, Inc.</u></p> <p>Contractor</p> <p>By <u></u></p> <p>Signature Cordell Peterson</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>Travelers Casualty and Surety Company of America</u></p> <p>Surety Company</p> <p>By <u></u></p> <p>Signature Attorney-in-Fact/Officer</p> <p><u>Anne Crowner</u></p> <p>Name of Attorney-in-Fact/Officer</p> <p><u>Holmes, Murphy and Associates, LLC</u></p> <p>Company Name</p> <p><u>2727 Grand Prairie Parkway</u></p> <p>Company Address</p> <p><u>Waukee, IA 50263</u></p> <p>City, State Zip Code</p> <p><u>(515) 223-6800</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.



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

POWER OF ATTORNEY

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

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



State of Connecticut

City of Hartford ss.

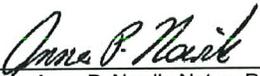
By: 
Robert L. Raney, Senior Vice President

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

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

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




Anna P. Nowik, Notary Public

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

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

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

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

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

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

Dated this **18th** day of **April**, 2022




Kevin E. Hughes, Assistant Secretary

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

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:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

<p>Name Of Person(s) Or Organization(s): WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS (EXCEPT WHERE NOT PERMITTED BY LAW).</p>

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

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 against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., July 1, 2021, forms a part of
Policy No. CGD7459902 issued to PETERSON CONTRACTORS, INC.
by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
AS PER SCHEDULE ON FILE WITH THE COMPANY.	AS PER SCHEDULE ON FILE WITH THE COMPANY	30

All other terms and conditions of the 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.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: PETERSON CONTRACTORS, INC.

Endorsement Effective Date: July 1, 2021

SCHEDULE

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

WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS (EXCEPT WHERE NOT PERMITTED BY LAW).

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: CAS7459903

IXI 405 0910

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
AS PER SCHEDULE ON FILE WITH THE COMPANY.	AS PER SCHEDULE ON FILE WITH THE COMPANY.	30

All other terms and conditions of the Policy remain unchanged.

ENDORSEMENT #031

This endorsement, effective 12:01 a.m., July 1, 2021, forms a part of Policy No. CGD7459902 issued to
PETERSON CONTRACTORS, INC.

by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GOVERNMENTAL IMMUNITIES ENDORSEMENT

**CITY OF DES MOINES, IOWA
CITY OF CEDAR RAPIDS, IOWA
CITY OF CORALVILLE, IOWA
CITY OF CEDAR FALLS, IOWA
CITY OF DUBUQUE, IOWA**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

1. **Cancellation and Material Change**

Thirty (3) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in insurance coverage and/or limits, and ten (10) days written notice of non-payment of premium shall be sent to the Jurisdiction at the office and attention of the Certificate Holder. This endorsement supersedes the Standard Cancellation Statement on Certifications of Insurance to which this endorsement is attached.

2. **Additional Insured**

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

available to the Additional Insureds, whether other available coverage be primary, contributing, or excess.

3. Government Immunities

- A. Nonwaiver of Governmental Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and including the jurisdiction as an Additional Insured does not waive any of the defenses of governmental immunity available to the Jurisdiction under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
- B. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
- C. Assertion of 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.
- D. Non-Denial of Coverage. The insurance carrier shall not deny coverage or deny any of the rights and benefits accruing to the Jurisdiction under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) or governmental immunity asserted by the Jurisdiction.
- E. No Other Change in Policy. The insurance carrier and the Jurisdiction agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under this policy.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., 07/01/2021 , forms a part of
Policy No. CGD7459902 issued to Peterson Contractors, Inc.
by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

It is agreed that to the extent that insurance is afforded to any Additional Insured under this policy, this insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT #029

This endorsement, effective 12:01 a.m., July 1, 2021, forms a part of Policy No. CGD7459902 issued to PETERSON CONTRACTORS, INC. by Greenwich Insurance Company

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

Name of Person or Organization:

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO INCLUDE AS AN ADDITIONAL INSURED PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT BUT ONLY WHEN THE CONTRACT DEMAND SPECIFIES ISO 2001 EDITION FORMS OR EQUIVALENT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. **Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

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 site 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.

All other terms and conditions remain unchanged.

ENDORSEMENT #030

This endorsement, effective 12:01 a.m., July 1, 2021, forms a part of Policy
No. CGD7459902 issued to PETERSON CONTRACTORS, INC.
by Greenwich Insurance Company

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

Name of Person or Organization:

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO INCLUDE AS AN ADDITIONAL INSURED PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT BUT ONLY WHEN THE CONTRACT DEMAND SPECIFIES ISO 2001 EDITION FORMS OR EQUIVALENT

Location and Description of Completed Operations:

VARIOUS AS REQUIRED PER WRITTEN CONTRACT.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

All other terms and conditions remain unchanged.

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule

Alternate Employer	Address	State of Special or Temporary Employment
ONLY THOSE ALTERNATE EMPLOYERS THAT REQUIRE THIS COVERAGE TO APPLY.		HAWAII, MICHIGAN, OKLAHOMA AND TEXAS.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective July 1, 2020	Policy No. CWD7459901	Endorsement No.
Insured PETERSON CONTRACTORS, INC.		Premium \$ Included

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

WC 00 03 01
(Ed. 4-84)

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule

- | | | Address |
|--|---|----------------|
| 1. Alternate Employer | ONLY THOSE ALTERNATE EMPLOYERS THAT
REQUIRE THIS COVERAGE TO APPLY. | |
| 2. State of Special or Temporary Employment | ALL STATES LISTED IN ITEM 3A OF THE INFORMATION PAGE EXCEPT AK, HI,
MI, OK & TX. | |
| 3. Contract or Project | IF ANY | |

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective July 1, 2020	Policy No. CWD7459901	Endorsement No.
Insured PETERSON CONTRACTORS, INC.		
Insurance Company XL Specialty Insurance Company	Countersigned by _____	

WC 00 03 01 A
(Ed. 2-89)

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

WHERE REQUIRED BY WRITTEN AGREEMENT SIGNED PRIOR TO LOSS.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective July 1, 2020

Policy No. CWD7459901

Endorsement No.

Insured PETERSON CONTRACTORS, INC.

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

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 this 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.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: PETERSON CONTRACTORS, INC. Endorsement Effective Date: July 1, 2020

SCHEDULE

Name Of Person(s) Or Organization(s): ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.
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.