



DATE October 19, 2020

APPROVAL OF CONTRACT AND BOND  
AND PERMISSION TO SUBLET ON  
2020 SEWER REPAIR AT 3515 SHERIDAN AVENUE  
\$268,345.00

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DES MOINES, IOWA: That the contract and bond, in the amount of \$268,345.00, executed by MPS Engineers, P.C. dba Kingston Services, P.C., Umesh G. Shetye, President, 1444 Illinois Street, Des Moines, IA, 50314 dated October 19, 2020, for the construction of the following improvement:

2020 Sewer Repair at 3515 Sheridan Avenue, 082020007

The improvement includes the construction of storm sewers, manholes, intakes, Portland Cement Concrete (PCC) pavement, Hot Mix Asphalt (HMA) pavement, rip rap stabilization, seeding, sodding, and other incidental items; in accordance with the contract documents, including Plan File Nos. 620-001/012 located at 3515 Sheridan Avenue 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.

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.



**Roll Call Number**

**Agenda Item Number**

55A

DATE October 19, 2020

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 20-453 attached)

Moved by \_\_\_\_\_ to adopt.

FORM APPROVED s/ Kathleen Vanderpool

Kathleen Vanderpool  
Deputy City Attorney

SLN

Funding Source: 2020-2021 CIP, Page Storm – 4, City-wide Storm Water Utility Projects, SM057, Storm Water Utility Funds, Being: \$145,600.37 in United States Department of Agriculture (USDA) for Emergency Watershed Protection (EWP) Program Funding (NR206114XXXXC037), and the remaining \$214,399.63 in Storm Water Utility Funds.

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE				
BOESEN				
GATTO				
GRAY				
MANDELBAUM				
VOSS				
WESTERGAARD				
TOTAL				

MOTION CARRIED APPROVED

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.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



**CONTRACTOR'S ANTICIPATED DBE/TSB UTILIZATION**

**2020 Sewer Repair at 3515 Sheridan Avenue**

**Activity ID 082020007**

On October 6, 2020, MPS Engineers, P.C. dba Kingston Services, P.C., Umesh G. Shetye, President, 1444 Illinois Street, Des Moines, IA 50314 submitted a proposal for construction of the 2020 Sewer Repair at 3515 Sheridan Avenue, Activity ID 082020007, which the City Council has determined to be the lowest responsible, responsive bid for said project in the amount of \$268,345.00. 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 MPS Engineers, P.C. dba Kingston Services, P.C., 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
	MPS Engineers, P.C. dba Kingston Services, P.C. Amount	\$268,345.00
	Percentage of DBE/TSB Participation	0.00%

ENGINEERING DEPARTMENT  
CITY OF DES MOINES, IOWA

CONTRACT NO.  
DATE  
ROLL CALL NO.

15405  
10/19/2020  
20-

**CONTRACT**

THIS CONTRACT, made and entered into at Des Moines, Iowa, on October 19, 2020, by and between the City of Des Moines, by its Mayor, upon order of its City Council, hereinafter called the "Jurisdiction", and MPS Engineers, P.C. dba Kingston Services, P.C., 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, 2020 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:

2020 Sewer Repair at 3515 Sheridan Avenue, 082020007

The improvement includes the construction of storm sewers, manholes, intakes, Portland Cement Concrete (PCC) pavement, Hot Mix Asphalt (HMA) pavement, rip rap stabilization, seeding, sodding, and other incidental items; in accordance with the contract documents, including Plan File Nos. 620-001/012 located at 3515 Sheridan Avenue 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 Two Hundred Sixty Eight Thousand Three Hundred Fourty Five and 00/100 dollars (\$268,345.00) which amount shall constitute the required amount of the performance, payment, and maintenance bond. The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written notice to proceed by the Jurisdiction and to fully complete the project not later than May 15, 2021; 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.


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:**

MPS Engineers, P.C. dba Kingston Services, P.C.  
\_\_\_\_\_  
Contractor

By   
\_\_\_\_\_  
Signature Amit A. Pradhan

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

1444 Illinois Street  
\_\_\_\_\_  
Street Address

Des Moines, IA  
\_\_\_\_\_  
City, State - Zip Code

50314  
\_\_\_\_\_  
City, State - Zip Code

(515) 221-9832 / umesh.shetye@mpsengine  
\_\_\_\_\_  
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 C092731
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  
DALLAS County )

On this 16 day of October, 20 20, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Amit A. Pradhan and \_\_\_\_\_, to me known, who, being by me duly sworn, did say that they are the Vice 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; Amit A. Pradhan and \_\_\_\_\_ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.



[Signature]  
\_\_\_\_\_  
Notary Public in and for the State Iowa  
My commission # 805428

Expires 07-24-2023.

**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 2

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 08-2020-007

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNITS</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1 *	CLEARING AND GRUBBING	LS	1.00	\$18,875.00	\$18,875.00
2 *	EXCAVATION, CLASS 10	CY	2250.00	\$16.00	\$36,000.00
3 *	MODIFIED SUBBASE	TON	100.00	\$28.00	\$2,800.00
4	STORM SEWER, REINFORCED CONCRETE PIPE (RCP), 18"	LF	36.00	\$185.00	\$6,660.00
5	STORM SEWER, REINFORCED CONCRETE PIPE (RCP), 24"	LF	35.00	\$215.00	\$7,525.00
6	STORM SEWER, REINFORCED CONCRETE PIPE (RCP), 60"	LF	90.00	\$450.00	\$40,500.00
7	REMOVAL OF STORM SEWER	LF	70.00	\$18.00	\$1,260.00
8	PIPE APRON, 60" RCP	EA	1.00	\$4,500.00	\$4,500.00
9	FOOTING FOR 60" RCP APRON	EA	1.00	\$1,875.00	\$1,875.00
10	MANHOLE, SW-404, 9'x5'	EA	1.00	\$24,975.00	\$24,975.00
11	INTAKE, SW-541 WITH EXTENSION	EA	3.00	\$12,450.00	\$37,350.00
12 *	REMOVE MANHOLE OR INTAKE	EA	3.00	\$825.00	\$2,475.00
13	PCC PAVEMENT, 6"	SY	100.00	\$58.00	\$5,800.00
14	HMA PAVEMENT, STANDARD TRAFFIC (ST) SURFACE, 1/2", PG 58-28H	TON	50.00	\$125.00	\$6,250.00
15 *	MILLING	SY	275.00	\$15.00	\$4,125.00
16 *	PAVEMENT REMOVAL	SY	100.00	\$15.00	\$1,500.00
17 *	TEMPORARY TRAFFIC CONTROL	LS	1.00	\$5,000.00	\$5,000.00
18 *	SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEEDING, TYPE 2	ACRE	0.20	\$5,000.00	\$1,000.00
19 *	SOD	SQ	65.00	\$65.00	\$4,225.00
20 *	FILTER SOCKS, INSTALLATION	LF	500.00	\$1.50	\$750.00
21 *	FILTER SOCKS, REMOVAL	LF	500.00	\$0.10	\$50.00
22 *	TEMPORARY ROLLED EROSION CONTROL PRODUCTS (RECP), TYPE 2.D	SY	550.00	\$2.50	\$1,375.00
23 *	RIP RAP, CLASS D	TON	300.00	\$56.00	\$16,800.00
24 *	STABILIZED CONSTRUCTION ENTRANCE	TON	200.00	\$18.00	\$3,600.00
25 *	MOBILIZATION	LS	1.00	\$28,000.00	\$28,000.00

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

Activity ID 08-2020-007

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNITS</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
26 *	IMPORTED GRANULAR BACKFILL	TON	200.00	\$21.00	\$4,200.00
27 *	TREE PROTECTION FENCING	LF	500.00	\$1.75	\$875.00
TOTAL CONSTRUCTION COST					\$268,345.00
					*TOTAL= \$92,894.00

\*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.

**PERFORMANCE, PAYMENT & MAINTENANCE BOND**

KNOW ALL BY THESE PRESENTS:

That we, MPS Engineers, P.C. dba Kingston Services, P.C. , as Principal (the "Contractor" or "Principal"), and Merchants National Bonding, Inc., 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 Two Hundred Sixty Eight Thousand Three Hundred Fourty Five and 00/100 dollars (\$268,345.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly 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 October 19, 2020, (the "Contract") wherein the Contractor undertakes and agrees to construct the following described improvements:

2020 Sewer Repair at 3515 Sheridan Avenue, 082020007

The improvement includes the construction of storm sewers, manholes, intakes, Portland Cement Concrete (PCC) pavement, Hot Mix Asphalt (HMA) pavement, rip rap stabilization, seeding, sodding, and other incidental items; in accordance with the contract documents, including Plan File Nos. 620-001/012 located at 3515 Sheridan Avenue 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 Two Hundred Three Thousand Four Hundred Seventy Seven and 82/100 dollars (\$203,477.82), 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.

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 19th day of October, 20 20

<p>PRINCIPAL:</p> <p><u>MPS Engineers, P.C. dba Kingston Services, P.C.</u></p> <p style="text-align: right;">Contractor</p> <p>By </p> <p>Signature <u>Amit A. Pradhan</u></p> <p><u>Vice President</u></p> <p style="text-align: right;">Title</p> <p>FORM APPROVED BY:</p> <p></p> <p><u>Kathleen Vanderpool</u> Deputy City Attorney</p>	<p>SURETY:</p> <p><u>Merchants National Bonding, Inc.</u></p> <p>Surety Company</p> <p>By </p> <p>Signature Attorney-in-Fact/Officer</p> <p><u>Dione R. Young</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>
--	--

**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.

# MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

**Dione R Young**

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

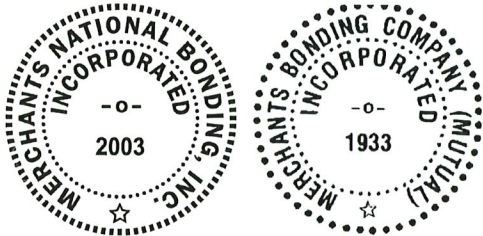
"The President, Secretary, Treasurer, or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of March, 2020.

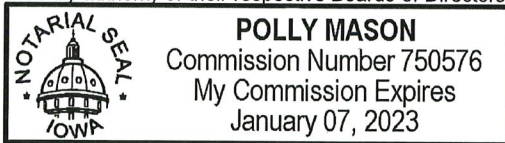


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 5th day of March, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



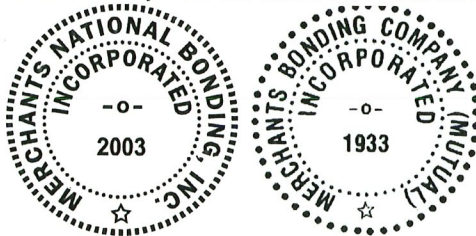
*Polly Mason*

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 19th day of October, 2020.



*William Warner Jr.*

Secretary