



Roll Call Number

22-0269

Agenda Item Number

43A

DATE February 21, 2022

**APPROVAL OF CONTRACT AND BOND
AND PERMISSION TO SUBLET ON
OBSERVATORY ROAD RECONSTRUCTION FROM POLK BLVD WEST TO PARKING LOT
\$469,655.55**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DES MOINES, IOWA: That the contract and bond, in the amount of \$469,655.55, executed by InRoads, LLC, Joseph J. Manatt, CEO, 4224 Hubbell Avenue, Des Moines, IA, 50317 dated February 21, 2022, for the construction of the following improvement:

Observatory Road Reconstruction from Polk Blvd West to Parking Lot, 062018011

The improvement includes Portland Cement Concrete (PCC) pavement, Hot Mix Asphalt (HMA) paving, PCC sidewalks, removals, earthwork, cement subgrade stabilization, water service replacement, pavement markings, traffic control, erosion control, clearing and grubbing and surface restoration; all in accordance with the contract documents, including Plan File No. 631-219/255, located at Observatory Road west of Polk Boulevard 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.



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

(City Council Communication Number 22-061 attached)

Moved by Mandelbaum to adopt. Second by Gatto.

FORM APPROVED s/Kathleen Vanderpool
Kathleen Vanderpool
Deputy City Attorney

SLN
PW

Funding Source: 2021-2022 CIP, Page 111, Roadway Rehabilitation - Collector, ST217, Being:
\$403,970.55 Gaming Monies, \$65,685 G.O. Bonds transferred from PK175

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE	✓			
BOESEN	✓			
GATTO	✓			
MANDELBAUM	✓			
SHEUMAKER		✓		
VOSS	✓			
WESTERGAARD	✓			
TOTAL	6	1		

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

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

MOTION CARRIED APPROVED

J. M. Franklin Cownie
Mayor

P. Kay Cmelik
City Clerk

22-0269
43A

Department of Engineering
City of Des Moines, Iowa



CONTRACTOR'S ANTICIPATED DBE/TSB UTILIZATION
Observatory Road Reconstruction from Polk Blvd West to Parking Lot

Activity ID 062018011

On January 25, 2022, InRoads, LLC, Joseph J. Manatt, CEO, 4224 Hubbell Avenue, Des Moines, IA 50317 submitted a proposal for construction of the Observatory Road Reconstruction from Polk Blvd West to Parking Lot, Activity ID 062018011, which the City Council has determined to be the lowest responsible, responsive bid for said project in the amount of \$469,655.55. 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 InRoads, LLC, 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
	InRoads, LLC Amount	\$469,655.55
	Percentage of DBE/TSB Participation	0.00%

ENGINEERING DEPARTMENT
CITY OF DES MOINES, IOWA

CONTRACT NO.
DATE
ROLL CALL NO.

15906
2/21/2022
22-0269

CONTRACT

THIS CONTRACT, made and entered into at Des Moines, Iowa, on February 21, 2022, by and between the City of Des Moines, by its Mayor, upon order of its City Council, hereinafter called the "Jurisdiction", and InRoads, LLC, 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:

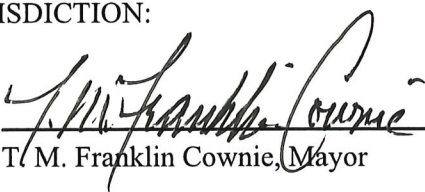
Observatory Road Reconstruction from Polk Blvd West to Parking Lot, 062018011

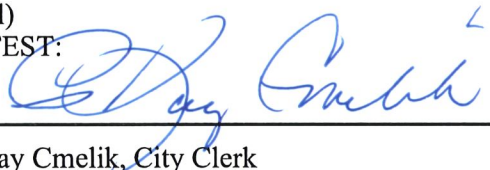
The improvement includes Portland Cement Concrete (PCC) pavement, Hot Mix Asphalt (HMA) paving, PCC sidewalks, removals, earthwork, cement subgrade stabilization, water service replacement, pavement markings, traffic control, erosion control, clearing and grubbing and surface restoration; all in accordance with the contract documents, including Plan File No. 631-219/255, located at Observatory Road west of Polk Boulevard in Des Moines, Iowa

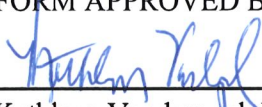
The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Four Hundred Sixty Nine Thousand Six Hundred Fifty Five and 55/100 dollars (\$469,655.55) which amount shall constitute the required amount of the performance, payment, and maintenance bond. The Contractor hereby agrees to commence work under this contract on or after the date a written Notice to Proceed is issued by the Jurisdiction and to fully complete the project not later than September 30, 2022, and in accordance with completion provisions; and to pay liquidated damages for noncompliance with said completion provisions in the amount of Five Hundred and 00/100 dollars(\$500.00), for each calendar day thereafter that the work remains incomplete.

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

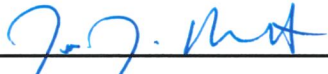
(Seal)
 ATTEST: 
 P. Kay Cmelik, City Clerk

FORM APPROVED BY:

 Kathleen Vanderpool, Deputy City Attorney

CONTRACTOR:

InRoads, LLC

 Contractor

By 
 Signature Joseph J. Manatt

CEO

 Title

4224 Hubbell Avenue

 Street Address

Des Moines, IA

 50317

 City, State - Zip Code

(515) 348-8148 / jeff@inroadspaving.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 C132228
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.

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

State of Iowa)
) SS
Polk County)

On this 15th day of February, 20 22, before me, the undersigned, a Notary Public in and for said county, personally appeared Joseph J. Manatt, to me personally know, who being by me duly sworn did say that person is CEO of InRoads, LLC, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) _____, and that said instrument was signed and sealed on behalf of the said InRoads, LLC, by authority of its managers and the said Joseph J. Manatt acknowledged the execution of said instrument to be the voluntary act and deed of said InRoads, LLC, by its voluntarily executed.

Julie A Bent

Notary Public in and for the State Iowa
My commission expires Dec. 30, 2024



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 06-2018-011

ITEM	ITEM CODE	DESCRIPTION	UNITS	ESTIMATED	UNIT	AMOUNT
				QUANTITY	PRICE	
1	*	2010-C CLEARING AND GRUBBING	LS	1.00	\$7,500.00	\$7,500.00
2	*	2010-D-3 TOPSOIL, OFF - SITE	CY	75.00	\$95.00	\$7,125.00
3	*	2010-E EXCAVATION, CLASS 10	CY	450.00	\$45.00	\$20,250.00
4	*	2010-G SUBGRADE PREPARATION	SY	3475.00	\$5.00	\$17,375.00
5	*	2010-H SUBGRADE TREATMENT - GEOGRID, TYPE 2	SY	150.00	\$8.00	\$1,200.00
6	*	SP SUBGRADE TREATMENT - CEMENT	TON	100.00	\$375.00	\$37,500.00
7	*	PLAN SUBBASE, 3-INCH CLEAN, EXTRA DEPTH	TON	15.00	\$65.00	\$975.00
8	*	2010-I SUBBASE, MODIFIED, 6 IN. THICK	SY	120.00	\$25.00	\$3,000.00
9	*	PLAN SUBBASE, MODIFIED, EXTRA DEPTH	TON	15.00	\$102.00	\$1,530.00
10		7010-A PAVEMENT, PCC, 6 IN. THICK	SY	507.00	\$78.00	\$39,546.00
11		7010-E CURB AND GUTTER, PCC, 2 FT WIDE, 6 IN THICK	LF	1844.00	\$33.00	\$60,852.00
12		7010-F BEAM CURB	LF	39.00	\$42.00	\$1,638.00
13		7020-A HMA BASE COURSE, ST, PG 58-28S, (3/4" MIX)	TON	525.00	\$87.00	\$45,675.00
14		7020-A HMA SURFACE COURSE, ST, PG 58-28H (1/2" MIX)	TON	312.00	\$95.00	\$29,640.00
15		7020-A HMA LEVELING COURSE, ST, PG 58-28H (1/2" MIX)	TON	40.00	\$125.00	\$5,000.00
16	*	7020-I HMA PAVEMENT SAMPLES AND TESTING	LS	1.00	\$500.00	\$500.00
17	*	7030-A REMOVAL OF SIDEWALK	SY	268.00	\$8.00	\$2,144.00
18	*	7030-A REMOVAL OF DRIVEWAY	SY	265.00	\$8.00	\$2,120.00
19		7030-E SIDEWALK, P.C. CONCRETE, 5 IN.	SY	708.00	\$51.00	\$36,108.00
20		7030-E SIDEWALK, P.C. CONCRETE, 6 IN.	SY	15.00	\$55.00	\$825.00
21		7030-G DETECTABLE WARNINGS	SF	10.00	\$55.00	\$550.00
22		7030-H-1 DRIVEWAY, PAVED, P.C. CONCRETE, 6 IN.	SY	215.00	\$54.00	\$11,610.00
23	*	7030-H-2 DRIVEWAY, GRANULAR	TON	50.00	\$50.00	\$2,500.00
24		7040-A FULL DEPTH PATCHES	SY	8.00	\$270.00	\$2,160.00
25	*	7040-G PAVEMENT MILLING	SY	150.00	\$26.00	\$3,900.00
26	*	PLAN CLEANING AND PREPARATION OF BASE	MILE	0.05	\$17,000.00	\$850.00
27	*	7040-H PAVEMENT REMOVAL	SY	3371.00	\$6.00	\$20,226.00
28	*	8020-B PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA	9.60	\$80.00	\$768.00

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

Activity ID 06-2018-011

<u>ITEM</u>	<u>ITEM CODE</u>	<u>DESCRIPTION</u>	<u>UNITS</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
29	*	8020-G PAINTED SYMBOLS AND LEGENDS	EACH	4.00	\$75.00	\$300.00
30	*	8020-K PAVEMENT MARKINGS REMOVED	STA	4.35	\$180.00	\$783.00
31	*	8030-A TEMPORARY TRAFFIC CONTROL	LS	1.00	\$8,000.00	\$8,000.00
32	*	9010-B HYDRAULIC SEEDING, FERTILIZING AND MULCHING	ACRE	0.12	\$12,875.00	\$1,545.00
33	*	9020-A SOD	SQ	8.50	\$360.00	\$3,060.00
34	*	9040-D-1 FILTER SOCK, 9 IN. DIA.	LF	85.00	\$6.00	\$510.00
35	*	9040-D-2 FILTER SOCK, REMOVAL	LF	85.00	\$2.00	\$170.00
36	*	9040-E TEMPORARY RECP, TYPE 4	SY	230.00	\$4.70	\$1,081.00
37	*	9040-R TURF REINFORCEMENT MAT, TYPE 4	SQ	8.50	\$200.00	\$1,700.00
38		9060-D REMOVE AND REINSTALL FENCE FABRIC , CHAIN LINK	LF	79.00	\$35.00	\$2,765.00
39	*	9060-E REMOVAL OF FENCE	LS	1.00	\$850.00	\$850.00
40	*	11,020-A MOBILIZATION	LS	1.00	\$28,000.00	\$28,000.00
41	*	11,030-A MAINTENANCE OF POSTAL SERVICE	LS	1.00	\$2,200.00	\$2,200.00
42	*	11,030-B MAINTENANCE OF SOLID WASTE COLLECTION	LS	1.00	\$1,200.00	\$1,200.00
43	*	SP REMOVE EXISTING SIGN AND POST	EACH	2.00	\$150.00	\$300.00
44		SP SIGN POST, PERFORATED SQUARE, STEEL TUBE POST	LF	39.00	\$28.00	\$1,092.00
45		SP TYPE A SIGNS, SHEET ALUMINUM	SF	18.70	\$45.00	\$841.50
46	*	SP TREE PROTECTION FENCE, 4 FT. HIGH	LF	105.00	\$8.01	\$841.05
47	*	SP TREE TRUNK PROTECTION	EACH	1.00	\$550.00	\$550.00
48	*	SP DISCONNECT WATER SERVICE	EACH	4.00	\$1,900.00	\$7,600.00
49		SP WATER SERVICE TAP	EACH	5.00	\$2,100.00	\$10,500.00
50		SP NEW WATER SERVICE, 1 IN., RESIDENTIAL PROPERTY	EACH	4.00	\$3,000.00	\$12,000.00
51		SP NEW WATER SERVICE, 1 IN., PARKS RESTROOM & SHOP	EACH	2.00	\$5,500.00	\$11,000.00
52	*	SP REMOVE METER PIT	EACH	1.00	\$1,100.00	\$1,100.00
53		SP METER PIT	EACH	1.00	\$8,600.00	\$8,600.00
TOTAL CONSTRUCTION COST						\$469,655.55

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

*TOTAL= \$189,253.05

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 bid 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 a written Notice to Proceed is issued by the City and to fully complete the project not later than September 30, 2022; and to pay liquidated damages for noncompliance with said completion provision in the amount of five hundred and no/100 dollars (\$500.00) for each calendar day thereafter.
2. Complete work in compliance with the intermediate completion provisions for the sites described below.

Observatory Road Closure:

- A. Observatory Road may be closed starting on or after August 1, 2022 and fully complete Stage 1 and Stage 2 work before September 30, 2022; and to pay liquidated damages for noncompliance with said completion provision in the amount of five hundred and no/100 dollars (\$500.00) for each calendar day thereafter.
 - B. Work on the service drive may occur prior to August 1, 2022, and shall be completed by September 30, 2022. Work may also occur in the parking lot, but shall not be closed prior to August 1, 2022 and shall be completed by September 30, 2022.
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.

PERFORMANCE, PAYMENT & MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, InRoads, LLC , 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 Four Hundred Sixty Nine Thousand Six Hundred Fifty Five and 55/100 dollars (\$469,655.55), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly and severally, firmly by these presents.

The conditions of the above obligations are such that whereas the Contractor entered into a contract with the Jurisdiction, bearing the date of February 21, 2022, (the "Contract") wherein the Contractor undertakes and agrees to construct the following described improvements:

Observatory Road Reconstruction from Polk Blvd West to Parking Lot, 062018011

The improvement includes Portland Cement Concrete (PCC) pavement, Hot Mix Asphalt (HMA) paving, PCC sidewalks, removals, earthwork, cement subgrade stabilization, water service replacement, pavement markings, traffic control, erosion control, clearing and grubbing and surface restoration; all in accordance with the contract documents, including Plan File No. 631-219/255, located at Observatory Road west of Polk Boulevard 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 Eighty Thousand Four Hundred Two and 50/100 dollars (\$280,402.50), which is the cost associated with those items shown on the Proposal and in the Contract which require a maintenance bond period in excess of one year.

It is expressly understood and agreed by the Contractor and Surety that the following provisions are a part of this Bond and are binding upon the Contractor and Surety, to-wit:

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.


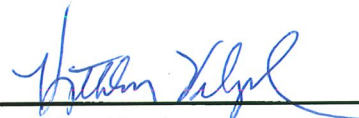

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Polk County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation accruing to 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 21st day of February, 2022

<p>PRINCIPAL:</p> <p><u>InRoads, LLC</u></p> <p style="text-align: center;">Contractor</p> <p>By <u></u></p> <p>Signature Joseph J. Manatt</p> <p><u>CEO</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>Merchants National Bonding, Inc.</u></p> <p><u>Surety Company</u></p> <p>By <u></u></p> <p>Signature Attorney-in-Fact/Officer</p> <p><u>Dione R. Young, Attorney-in-Fact</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.

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, Anne Crowner; Ashlea McCaughey; Ben Williams; Brian M Deimerly; Cameron M Burt; Cindy Bennett; Craig E Hansen; D Gregory Stitts; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Rasmussen; Greg Krier; Jaimie Kangas; Jay D Freiermuth; Jessica Jean Rini; Kathleen Brewer; Mark R DeWitt; Mark Sweigart; Michelle R Gruis; Sarah C Brown; Seth D Rooker; Stacie Christensen; Stacy Venn; Tim McCulloh; Todd Bengford; Wendy A Lewis

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 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 2nd day of August, 2021.

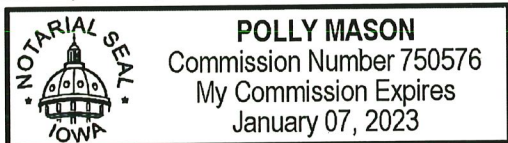


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 2nd day of August 2021, 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.

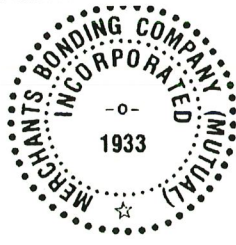


Polly Mason
Notary Public

(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 21st day of February, 2022.



William Warner Jr.
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/10/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy & Assoc - WDM PO Box 9207 Des Moines, IA 50306-9207	1-800-247-7756	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: pbriles@holmesmurphy.com	FAX (A/C, No):
INSURED InRoads, LLC 4224 Hubbell Avenue, Suite 1 Des Moines, IA 50317		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: UNION INS CO	25844
		INSURER B: FIREMENS INS CO OF WASHINGTON DC	21784
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 64503141 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	CPA326622823	09/25/21	09/25/22	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY	X	X	CPA326622823	09/25/21	09/25/22	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	X	CPA326622823	09/25/21	09/25/22	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WCA326622920	09/25/21	09/25/22	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Activity ID 06-2018-011 - Observatory Road Reconstruction from Polk Blvd West to Parking Lot

APPROVED

CERTIFICATE HOLDER

City of Des Moines
Engineering Department

400 Robert D Ray Drive

Des Moines, IA 50309

FEB 11 2022

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)
dmose-wdm
64503141

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ADDITIONAL INSURED WHILE UNDER CONTRACT COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Ongoing Operations

1. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured:

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract or written agreement that such person or organization be added as an additional insured on your policy with respect to your ongoing operations; and
- b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph A.1.a. above.

2. With respect to the insurance afforded to the additional insured under Paragraphs A.1.a. and A.1.b. above, the following limitations apply:

- a. If the written contract or written agreement requires you to add that person or organization as an additional insured to your policy with respect to **liability arising out of** your ongoing operations, then such person or organization is an additional insured, but only with respect to **liability arising out of** your ongoing operations performed under the written contract or written agreement.
- b. If the written contract or written agreement does not require you to add that person or organization as an additional insured to your policy with respect to **liability arising out of** your ongoing operations, then such person or organization is an additional insured, but only with respect to "bodily injury", "property damage" or "personal and advertising injury" **caused in whole or in part by** your ongoing operations

performed under the written contract or written agreement.

B. Completed Operations:

1. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured:

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract or written agreement that such person or organization be added as an additional insured on your policy with respect to "your work" included in the "product-completed operations hazard"; and
- b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph B.1.a. above.

2. With respect to the insurance afforded to the additional insured under Paragraphs B.1.a. and B.1.b. above, the following limitations apply:

- a. If the written contract or written agreement requires you to add that person or organization as an additional insured to your policy with respect to **liability arising out of** "your work" and included in the "products-completed operations hazard", then such person or organization is an additional insured, but only with respect to **liability arising out of** "your work" performed under the written contract or written agreement and included in the "products-completed operations hazard".
- b. If the written contract or written agreement does not require you to add that person or organization as an additional insured to your policy with respect to **liability arising out of** "your work" and included in the

"products-completed operations hazard", then such person or organization is an additional insured, but only with respect to "bodily injury", "property damage", or "personal and advertising injury" **caused in whole or in part by** "your work" performed under the written contract or written agreement and included in the "products-completed operations hazard".

C. The coverages provided in Paragraphs A. Ongoing Operations and B. Completed Operations:

1. Do not apply unless the written contract or written agreement has been fully executed by all parties prior to when any "bodily injury", "property damage", or "personal advertising injury" first occurs;
2. Only apply to the extent permitted by law; and
3. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

D. Exclusions

1. With respect to the insurance afforded to the additional insured under Paragraph **A. Ongoing Operations**, the following exclusion applies:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" occurring after:

- a. 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
 - b. 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 part of the same project.
2. With respect to the insurance afforded to the additional insured under Paragraphs **A. Ongoing Operations** and **B. Completed Operations**, the following exclusion applies:
This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" **arising out of** the rendering of, or failure to render, any professional architectural, engineering, or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications, or
- b. Supervisory, inspection, architectural, or engineering services.

E. With respect to the insurance afforded to the additional insured under Paragraphs A. Ongoing Operations and B. Completed Operations, the following is added to SECTION III - LIMITS OF INSURANCE:

1. The most we will pay on behalf of the additional insured is the amount of insurance:
 - a. Required by the written contract or written agreement; or
 - b. Available under the applicable limits of insurance shown in the Declarations;

Whichever is less.

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

- F. With respect to the insurance afforded to the additional insured under Paragraphs **A. Ongoing Operations** and **B. Completed Operations**, the following is added to Paragraph 4.a. **Other Insurance** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** and supersedes any provision to the contrary:

1. This insurance is primary to and will not seek contribution from any other insurance available to the additional insured under the policy provided that:
 - a. The additional insured is a Named Insured under such other insurance; and
 - b. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other provisions, conditions, and exclusions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION
(ADDITIONAL INSURED)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph (v) is added to Paragraph (1)(a) of Paragraph **b. Excess Insurance** under Paragraph **4. Other Insurance of Section IV – Commercial General Liability Conditions**, as follows:

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(v) That is available to any person or organization who has been added as an additional insured to this policy by endorsement.

However, with respect to an additional insured added by endorsement for liability caused, in whole or in part:

1. By your acts or omissions, or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations; or

(b) In connection with your premises;

2. By your maintenance, operation or use of equipment leased to you by such person or organization; or

3. By "your work" performed for that additional insured and included in the "products-completed operations hazard";

this insurance shall be primary to and will not seek contribution from the additional insured's own insurance if you and such additional insured have agreed prior to loss in a written contract or written agreement, in effect during this policy period, that this insurance be primary and noncontributory as respects liability described in Subparagraph (1)(a)(v)1., (1)(a)(v)2. or (1)(a)(v)3. above. However, this insurance, in all cases, is excess over any other liability insurance available to the additional insured to which such person or organization has been added as an additional insured.

- c. Majority interest of more than 50% as an owner of a newly acquired or formed limited liability company;

will qualify as a Named Insured if there is no other similar insurance available to that organization. However, for these organizations:

- (i) Coverage under this provision is afforded only until the next anniversary date of this policy's effective date after you acquire or form the organization, partnership or limited liability company, or the end of the policy period, whichever is earlier;
- (ii) **Section I – Coverage A – Bodily Injury And Property Damage Liability** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization, partnership or limited liability company;
- (iii) **Section I – Coverage B – Personal And Advertising Injury Liability** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization, partnership or limited liability company;
- (iv) Coverage applies only when operations of the newly acquired organization, partnership or limited liability company are the same or similar to the operations of insureds already covered under this insurance;
- (v) Coverage only applies for those limited liability companies who have established a date of formation as recorded within the filed state articles of organization, certificates of formation or certificates of organization; and
- (vi) Coverage only applies for those partnerships who have established a date of formation as recorded within a written partnership agreement or partnership certificate.

H. WHO IS AN INSURED – AMENDMENT

The last paragraph of **Section II – Who Is An Insured** is deleted and replaced by the following:

No person or organization is an insured with respect to the conduct of any:

- a. Current partnership or limited liability company, unless otherwise provided for under Paragraph 3. of **Section II – Who Is An Insured**;
- b. Current joint venture; or

- c. Past partnership, joint venture or limited liability company;

that is not shown as a Named Insured in the Declarations.

I. NON-OWNED WATERCRAFT

Subparagraph (2) of **Exclusion 2.g. Aircraft, Auto Or Watercraft of Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

- (2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge.

J. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

Section I – Supplementary Payments – Coverages A And B is changed as follows:

- 1. The limit shown in Paragraph 1.b. for the cost of bail bonds is changed from \$250 to \$3,000; and
- 2. The limit shown in Paragraph 1.d. for loss of earnings because of time off from work is changed from \$250 a day to \$1,000 a day.

K. UNINTENTIONAL OMISSION OR UNINTENTIONAL ERROR IN DISCLOSURE

The following provision is added to Paragraph 6. **Representations of Section IV – Commercial General Liability Conditions**:

However, the unintentional omission of, or unintentional error in, any information given or provided by you shall not prejudice your rights under this insurance.

This provision does not affect our right to collect additional premium or to exercise our right of cancellation or non-renewal.

L. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

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

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" and included in the "products-completed operations hazard" when you have agreed in a written contract or written agreement that any right of recovery is waived for such person or organization. This waiver applies only to the

person(s) or organization(s) agreed to in the written contract or written agreement and is subject to those provisions.

This waiver does not apply unless the written contract or written agreement has been executed prior to the "bodily injury" or "property damage".

However, if any person or organization is separately scheduled on a separate waiver of transfer of rights of recovery which is attached to this policy, then this waiver does not apply.

M. LIBERALIZATION CLAUSE

The following is added to **Section IV – Commercial General Liability Conditions**:

If we adopt a mandatory attachment form change which broadens coverage under this edition of the Commercial General Liability CG0001 for no additional charge, and those changes are intended to apply to all insureds under this edition of CG0001, that change will automatically apply to your insurance as of the date we implement the change in your state. This liberalization clause does not apply to changes implemented through introduction of a subsequent edition of the Commercial General Liability form CG0001.

N. INCIDENTAL MEDICAL MALPRACTICE

1. Paragraph 2.a.(1)(d) of **Section II – Who Is An Insured** does not apply to a physician, nurse practitioner, physician assistant, nurse, emergency medical technician or paramedic employed by you if you are not in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.
2. This provision is excess over any other valid and collectible insurance whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow Paragraph 4.b. of **Section IV – Commercial General Liability Conditions**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GOVERNMENTAL ENTITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Municipality:	City of Cedar Rapids
Mailing Address:	Cedar Rapids, IA
Municipality:	City of Des Moines
Mailing Address:	Des Moines, IA

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

The following provisions are added to the coverage part listed above:

A. ADDITIONAL INSURED PROVISION

The Municipality shown in the schedule, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds with respect to liability arising out of the insured's work and/or services performed for the municipality shown in the Schedule. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage is primary, contributing or excess.

B. GOVERNMENTAL IMMUNITIES PROVISION

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the municipality shown in the Schedule as an Additional Insured does not waive any of the defenses of governmental immunity available to them under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

3. Assertion of Government Immunity. The municipality shown in the Schedule 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 municipality shown in the Schedule.

4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the municipality shown in the Schedule under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the municipality.

5. **No Other Change in Policy.** The insurance carrier and the municipality shown in the Schedule agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

C. CANCELLATION AND MATERIAL CHANGES PROVISION

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ENHANCEMENT – PLATINUM PLUS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SUMMARY OF COVERAGE EXTENSIONS

Paragraph No.	Name Of Extension	Limit or Included
A.	Additional Insured by Contract Or Agreement Including Primary and Noncontributory Other Insurance Condition	Included
B.	Airbags - Extended Coverage	Included
C.	Telematics & GPS Equipment Coverage	\$2,500
D.	Electronic Equipment – Increased Coverage	\$2,500
E.	Auto Loan/Lease Gap Coverage	Unlimited
F.	Autos Rented by Employees	Included
G.	Bail Bonds - Extended Coverage	\$5,000
H.	Broad Form Named Insured Including Newly Acquired or Formed Organizations	Included
I.	Custom Signs & Decorations	Included
J.	Employees as Insureds	Included
K.	Family Emergency Travel Reimbursement	\$2,500
L.	Fellow Employee Coverage	Included
M.	Fire Extinguisher Recharge	Included
N.	Glass Repair – No Deductible	Included
O.	Hired Auto Physical Damage and Increased Loss of Use Expenses Loss of use (Per Day / Maximum)	\$125,000 \$500 / \$3,500
P.	Hybrid Auto Payment Coverage (per auto / per loss)	\$2,500/ \$5,000
Q.	Knowledge Of An Accident, Claim, Suit Or Loss	Included
R.	Limited Worldwide Hired & Non Owned Auto Coverage	Included
S.	Loss Of Earnings - Extended Coverage	\$1,000
T.	New Vehicle Replacement Cost	Included
U.	Rental Reimbursement Coverage	
	Maximum Rental Expenses Per Day	\$75
	Maximum Rental Expenses Because Of Loss To Any One Covered "Auto"	\$3,375
	Maximum Rental Expenses Because Of Loss To All Covered "Autos" In Any One Policy Period	\$15,000

V.	Personal Effects Coverage	\$500
W.	Resultant Mental Anguish	Included
X.	Towing And Labor Coverage Extension Private Passenger Type Other than Private Passenger Type	\$200 \$250
Y.	Transportation Expenses - Coverage Extension (Per Day / Maximum)	\$75 / \$2,500
Z.	Unintentional Failure To Disclose Hazards	Included
AA.	Waiver Of Collision Deductible – Attached Autos	Included
BB.	Waiver Of Subrogation By Contract Or Agreement	Included

The above is a summary only. If there is a conflict between the summary and the endorsement provisions that follow, the endorsement provisions apply.

A. ADDITIONAL INSURED BY CONTRACT OR AGREEMENT INCLUDING PRIMARY AND NONCONTRIBUTORY OTHER INSURANCE CONDITION

The following is added to Paragraph A.1. Who Is An Insured of Section II – Covered Autos Liability Coverage:

When you have agreed in a written contract or agreement to include a person or organization as an additional insured, such person or organization is included as an "insured" subject to the following:

1. Such person or organization is an additional insured only to the extent such person or organization is liable for "bodily injury" or "property damage" because of the conduct of an "insured" under Paragraphs a. or b. under Paragraph A.1. Who Is An Insured of Section II – Covered Autos Liability Coverage, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".
2. The written contract or agreement described above must have been executed prior to the "accident" that caused the "bodily injury" or "property damage" and be in effect at the time of such "accident".
3. The insurance afforded to any such additional insured does not apply to any "accident" beyond the period of time required by the written contract or agreement described above.
4. The most we will pay on behalf of such additional insured(s) is the lesser of:
 - a. The Limits of Insurance specified in the written contract or agreement described above; or
 - b. The Limits of Insurance shown in the Declarations.

This provision shall not increase the Limit

of Insurance shown in the Declarations in this policy or coverage part.

5. The following changes are made to Paragraph 5. Other Insurance of B. General Conditions under Section IV – Business Auto Conditions:

a. The following is added to Paragraph 5.a.:

If required by the written contract or agreement described above, the insurance afforded to the additional insured under this provision will be primary to, and will not seek contribution from, the additional insured's own insurance.

b. Paragraph 5.c. is deleted in its entirety.

6. Paragraph A.1.c. under Section II - Covered Autos Liability Coverage is deleted in its entirety.
7. The definition of "insured contract" under Section V – Definitions is amended to add the following:

An "insured contract" does not include that part of any contract or agreement that pertains to the ownership, maintenance or use of an "auto" and which indemnifies a person or organization for other than the vicarious liability of such person or organization for "bodily injury" or "property damage" caused by your operation or use of a covered "auto".

However, a person or organization is an additional "insured" under this provision only to the extent such person or organization is not named as an "insured" by separate endorsement to this policy.

B. AIRBAGS- EXTENDED COVERAGE

Section III – Physical Damage Coverage, Paragraph B.3.a. does not apply to the unintended discharge of an airbag. Coverage is

X. TOWING AND LABOR COVERAGE EXTENSION

The following is added to **Section III – Physical Damage Coverage**, paragraph **A.2.:**

1. We will pay up to:
 - a. \$200 for a covered "auto" of the private passenger type or
 - b. \$250 for a covered "auto" that is not of the private passenger type, for towing and labor costs incurred each time the covered "auto" is disabled. However, the labor must be performed at the place of disablement.
2. This coverage applies only for an "auto" covered on this policy for Comprehensive or Specified Causes of Loss Coverage and Collision Coverages.
3. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto".

Y. TRANSPORTATION EXPENSES - COVERAGE EXTENSION

Paragraph **A.4.a. Transportation Expenses of Section III – Physical Damage Coverage** is amended as follows:

7. The Limits of Insurance are increased to \$75 per day to a maximum of \$2,500.
8. We will also pay reasonable and necessary expenses to facilitate the return of the stolen "auto" to you.

Z. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following is added to **Section IV - Business Auto Conditions**, Paragraph **B.2.:**

If you unintentionally fail to disclose any hazards existing at the inception of this policy, such failure will not prejudice the coverage provided to you. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

AA. WAIVER OF COLLISION DEDUCTIBLE – ATTACHED AUTOS

The following is added to paragraph **D.** under **SECTION III - PHYSICAL DAMAGE COVERAGE** of the Business Auto Coverage Form:

If a "trailer" is connected to an "auto" that is not a "trailer" and both "autos":

1. Are covered "autos" for Collision Coverage that applies to that "accident", and
2. Sustain damage in a single "accident".

we will waive the lowest of the applicable Collision deductibles.

BB. WAIVER OF SUBROGATION BY CONTRACT OR AGREEMENT

The following is added to **Section IV - Business Auto Conditions**, Paragraph **A.5.:**

The Transfer of Rights of Recovery Against Others To Us Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

1. Under a written contract or agreement with such person(s) or organization(s); and
2. Prior to the "accident" or the "loss".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY NUMBER: CPA 3266228 - 20

MANUSCRIPT ENDORSEMENT

This endorsement modifies insurance provided under the following:

- COMMERCIAL PROPERTY COVERAGE PART
- BUSINESSOWNERS
- INLAND MARINE
- CRIME COVERAGE PART
- COMMERCIAL AUTO COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS COMPLETED OPERATIONS LIABILITY COVERAGE PART
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
- COMMERCIAL EXCESS POLICY
- WORKERS' COMPENSATION POLICY

All Coverage Parts included in this policy are subject to the following condition:

If we cancel this policy for any reason other than nonpayment of premium, your authorized agent will mail 30 days notice of cancellation to:

1. Any person(s) or organization(s) for whom you have agreed in writing in a contract or agreement that such person(s) or organization(s) be given advance notice of cancellation provided:

- a. You have authorized your agent to send notice of cancellation; and
- b. You have provided the name and address of the such person(s) or organization(s) to your authorized

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POLICY NUMBER: CPA3266228

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- BUSINESSOWNERS
- INLAND MARINE
- CRIME COVERAGE PART
- COMMERCIAL AUTO COVERAGE PART
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- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
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- WORKERS' COMPENSATION POLICY

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1. Any person(s) or organizations(s) for whom you have agreed in writing in a contract or agreement that such person(s) or organization(s) be given advance notice of cancellation provided:
 - a. You have authorized your agent to send notice of cancellation; and
 - b. You have provided the name and address of the such person(s) or organization(s) to your authorized agent.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

Any person or organization when you and such person or organization have agreed in a written, signed, or executed contract or agreement that such person or organization be added as waiver of subrogation to your policy.

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
09/25/2021

Policy No.
WCA 3266229 20

Endorsement No.

Insured
InRoads LLC

Premium

Insurance Company:
Firemen's Insurance Co of Washington, D.C.

Countersigned by _____

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POLICY NUMBER: WCA 3266229 - 20

MANUSCRIPT ENDORSEMENT

This endorsement modifies insurance provided under the following:

- COMMERCIAL PROPERTY COVERAGE PART
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- a. You have authorized your agent to send notice of cancellation; and
- b. You have provided the name and address of the such person(s) or organization(s) to your authorized agents.