# PRIVATE CONSTRUCTION CONTRACT

THIS AGREEMENT, made and entered into as of the 15 day of May , 20 23 by and between Sandstone Management LTO hereinafter called the "contractor", and North An Keny Boulevard LLC hereinafter called the "subdivider";								
WITNESSETH: That the contractor and subdivider for the consideration stated herein, agree as follows:								
ARTICLE I: SCOPE OF WORK								
The contractor shall furnish all materials, labor and equipment and shall perform all the work necessary to construct the following described improvements:								
Traffic Signal Sanitary Sewers Water Lines Storm Sewers Paving & Subgrade Erosion Control								
As shown in construction plans titled (Project Name) 36th Street Centre , and bearing an "Approved For Construction Date" of 05 / 23 .								
The estimated quantity of work to be done is:  as shown on the approved plans as shown on the attached detailed list								
All work shall be done in thorough, substantial and workmanlike manner in strict compliance with the terms of this contract and the above named plans and the Standard Specifications of the City of Ankeny, Iowa, to the satisfaction of the City Engineer of the City of Ankeny, Iowa, or his duly authorized agents.								
ARTICLE II: COMMENCEMENT AND COMPLETION OF WORK								
The contractor shall commence work not later than $\frac{05/29/23}{07/31/23}$ , and shall fully complete the work not later than $\frac{05/39/23}{07/31/23}$ .								
ARTICLE III: THE CONTRACT AMOUNT								
Upon performance of this contract by the contractor, the subdivider shall pay to the contractor the sum of \$ 439,408.57 which payment shall be in full compensation and settlement for the work; however, no payment shall be made until and unless the Resolution of Acceptance is presented by the contractor to the subdivider.								

## ARTICLE IV: INSURANCE

The contractor agrees that the insurance required by the Standard Specifications of the City of Ankeny will be maintained through the period of operations as covered by this contract.

#### ARTICLE V: INSPECTION

The subdivider agrees to furnish all engineering work, line and grade and copies of the plans and specifications needed for the job, and to reimburse the City of Ankeny for the cost to the City of all inspection, engineering and incidental services furnished by the City.

#### ARTICLE VI: CONTRACT DOCUMENTS

The plans and specifications attached hereto are a part of the contract; this instrument shall govern in the event that its provisions are inconsistent with the plans and specifications.

### ARTICLE VII: OBLIGATIONS TO CITY

It is agreed that this contract runs in favor of the City of Ankeny, Iowa, and may, if necessary, be enforced by the City for the recovery of any damages the City may sustain by virtue of any breach of any provision of this contract.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in three (3) original counterparts as of the day and year first stated above.

Sandstone Management LTI

by Brandon@sandstonemgmt.com

orth Ankeny Boulevard

Subdivider

email: cmurray@dennyelwellcompany.com

Approved as to form:

City of Ankeny, Iowa

City Engineer



MAILING ADDRESS: P.O. BOX 547 CARLISLE, IA 50047 OFFICE ADDRESS: 20 VINE ST. CARLISLE, IA 50047 PH: (515)-989-0557 FAX: (515)-989-4447

PROJECT: 36TH STREET CENTRE PLAT 1

CIVIL ENGINEER: CDA PLAN DATE: 05-05-23

ADDENDUMS:

ESTIMATOR: BRANDON VAN VLEET

CONTACT INFORMATION:

BRANDON@SANDSTONEMGMT.COM | 515-210-8386

313-210-0300														
DESCRIPTION OF WORK:	LFT	LGTH	WDTH	DPTH	CYD	SFT	UNITS	TON	\$ LFT	\$CYD	\$SFT	\$ UNITS	\$ TON	TOTAL
					0.0	0.0		0.00						\$0.00
SANITARY SEWER GRAVITY MAIN, TREI	CHED	, PVC, 8	B IN.		0.0	0.0	598.00	0.00				\$51.60		\$30,856.80
(PLAN QUANTITY CALLS OUT 593 LF, BU	IT THE	PLANS	SHOW	598 LF )										
SANITARY SEWER GRAVITY MAIN, TREE	NCHED	, PVC,	10 IN.		0.0	0.0	959.00	0.00				\$73.13		\$70,131.67
(INCLUDES CONNECT TO EX. & 22' PIPE	REMO	VAL)												
SANITARY SERVICE STUB, TRENCHED,	PVC, 6	IN.			0.0	0.0	8.00	0.00				\$3,168.50		\$25,348.00
(PLAN QUANTITY CALLS OUT 10EA, BUT	THE P	LANS S	BHOW 8	EA)										
TELEVISING SANITARY SEWER					0.0	0.0	1.00	0.00				\$7,060.00		\$7,060.00
WATERMAIN, TRENCHED, PVC, 8 IN.					0.0	0.0	770.00	0.00				\$45.93		\$35,366.10
WATERMAIN, TRENCHED, PVC, 10 IN.					0.0	0.0	1,735.00	0.00				\$67.90		\$117,806.50
(INCLUDES CONNECT TO EX.)														
WATER SERVICE STUB, PVC, 6" DIA					0.0	0.0	8.00	0.00				\$3,012.00		\$24,096.00
VALVE, GATE, 6 IN. DIA.					0.0	0.0	8.00	0.00				\$1,893.00		\$15,144.00
VALVE, GATE, 8 IN. DIA.					0.0	0.0	3.00	0.00				\$2,598.00		\$7,794.00
(PLAN QUANTITY CALLS OUT FOR 2EA,	BUT TH	E PLAN	NS SHO	W 3EA)										
	DESCRIPTION OF WORK:  SANITARY SEWER GRAVITY MAIN, TREI (PLAN QUANTITY CALLS OUT 593 LF, BU  SANITARY SEWER GRAVITY MAIN, TREI (INCLUDES CONNECT TO EX. & 22' PIPE  SANITARY SERVICE STUB, TRENCHED, (PLAN QUANTITY CALLS OUT 10EA, BUT  TELEVISING SANITARY SEWER  WATERMAIN, TRENCHED, PVC, 8 IN.  WATERMAIN, TRENCHED, PVC, 10 IN. (INCLUDES CONNECT TO EX.)  WATER SERVICE STUB, PVC, 6" DIA  VALVE, GATE, 6 IN. DIA.	DESCRIPTION OF WORK:  SANITARY SEWER GRAVITY MAIN, TRENCHED (PLAN QUANTITY CALLS OUT 593 LF, BUT THE  SANITARY SEWER GRAVITY MAIN, TRENCHED (INCLUDES CONNECT TO EX. & 22' PIPE REMO)  SANITARY SERVICE STUB, TRENCHED, PVC, 6 (PLAN QUANTITY CALLS OUT 10EA, BUT THE P  TELEVISING SANITARY SEWER  WATERMAIN, TRENCHED, PVC, 8 IN.  WATERMAIN, TRENCHED, PVC, 10 IN. (INCLUDES CONNECT TO EX.)  WATER SERVICE STUB, PVC, 6" DIA  VALVE, GATE, 6 IN. DIA.	DESCRIPTION OF WORK:  SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 3 (PLAN QUANTITY CALLS OUT 593 LF, BUT THE PLANS)  SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 3 (INCLUDES CONNECT TO EX. & 22' PIPE REMOVAL)  SANITARY SERVICE STUB, TRENCHED, PVC, 6 IN. (PLAN QUANTITY CALLS OUT 10EA, BUT THE PLANS S)  TELEVISING SANITARY SEWER  WATERMAIN, TRENCHED, PVC, 8 IN.  WATERMAIN, TRENCHED, PVC, 10 IN. (INCLUDES CONNECT TO EX.)  WATER SERVICE STUB, PVC, 6" DIA  VALVE, GATE, 6 IN. DIA.	DESCRIPTION OF WORK:  SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 8 IN.  (PLAN QUANTITY CALLS OUT 593 LF, BUT THE PLANS SHOW  SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 10 IN.  (INCLUDES CONNECT TO EX. & 22' PIPE REMOVAL)  SANITARY SERVICE STUB, TRENCHED, PVC, 6 IN.  (PLAN QUANTITY CALLS OUT 10EA, BUT THE PLANS SHOW 8)  TELEVISING SANITARY SEWER  WATERMAIN, TRENCHED, PVC, 8 IN.  WATERMAIN, TRENCHED, PVC, 10 IN.  (INCLUDES CONNECT TO EX.)  WATER SERVICE STUB, PVC, 6" DIA  VALVE, GATE, 6 IN. DIA.	DESCRIPTION OF WORK:  LET LGTH WDTH DPTH  SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 8 IN.  (PLAN QUANTITY CALLS OUT 593 LF, BUT THE PLANS SHOW 598 LF)  SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 10 IN.  (INCLUDES CONNECT TO EX. & 22' PIPE REMOVAL)  SANITARY SERVICE STUB, TRENCHED, PVC, 6 IN.  (PLAN QUANTITY CALLS OUT 10EA, BUT THE PLANS SHOW 8EA)  TELEVISING SANITARY SEWER  WATERMAIN, TRENCHED, PVC, 8 IN.  WATERMAIN, TRENCHED, PVC, 10 IN.  (INCLUDES CONNECT TO EX.)  WATER SERVICE STUB, PVC, 6" DIA  VALVE, GATE, 6 IN. DIA.	DESCRIPTION OF WORK:  LET LGTH WDTH DPTH CYD  0.0  SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 8 IN.  (PLAN QUANTITY CALLS OUT 593 LF, BUT THE PLANS SHOW 598 LF)  SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 10 IN.  (INCLUDES CONNECT TO EX. & 22' PIPE REMOVAL)  SANITARY SERVICE STUB, TRENCHED, PVC, 6 IN.  (PLAN QUANTITY CALLS OUT 10EA, BUT THE PLANS SHOW 8EA)  TELEVISING SANITARY SEWER  0.0  WATERMAIN, TRENCHED, PVC, 8 IN.  0.0  WATERMAIN, TRENCHED, PVC, 10 IN.  (INCLUDES CONNECT TO EX.)  WATER SERVICE STUB, PVC, 6" DIA  VALVE, GATE, 6 IN. DIA.  0.0  VALVE, GATE, 8 IN. DIA.	DESCRIPTION OF WORK:	DESCRIPTION OF WORK:	DESCRIPTION OF WORK:	DESCRIPTION OF WORK:         LFT         LGTH         WDTH         DPTH         CYD         SFT         UNITS         TON         \$ LFT           SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 8 IN.         0.0         0.0         598.00         0.00           (PLAN QUANTITY CALLS OUT 593 LF, BUT THE PLANS SHOW 598 LF)         SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 10 IN.         0.0         0.0         959.00         0.00           (INCLUDES CONNECT TO EX. & 22' PIPE REMOVAL)         SANITARY SERVICE STUB, TRENCHED, PVC, 6 IN.         0.0         0.0         8.00         0.00           (PLAN QUANTITY CALLS OUT 10EA, BUT THE PLANS SHOW 8EA)         0.0         0.0         1.00         0.00           WATERMAIN, TRENCHED, PVC, 8 IN.         0.0         0.0         770.00         0.00           WATERMAIN, TRENCHED, PVC, 10 IN.         0.0         0.0         1,735.00         0.00           (INCLUDES CONNECT TO EX.)         WATER SERVICE STUB, PVC, 6" DIA         0.0         0.0         8.00         0.00           VALVE, GATE, 6 IN. DIA.         0.0         0.0         3.00         0.00	DESCRIPTION OF WORK:	DESCRIPTION OF WORK:	DESCRIPTION OF WORK:	DESCRIPTION OF WORK:

10	VALVE, GATE, 10 IN. DIA.					0.0	0.0	1.00	0.00		\$3,759.00	\$3,759.00
11	RELOCATE TEMPOARY FIRE HYDRANT					0.0	0.0	1.00	0.00		\$3,033.00	\$3,033.00
12	FIRE HYDRANT ASSEMBLY		-			0.0	0.0	4.00	0.00		\$7,835.00	\$31,340.00
12	(PLAN QUANTITY CALLS OUT FOR 5EA,	BUT THE	PLANS	ONLY	SHOW 4E		0.0	4.00	0.00		ψ1,000.00	ψο 1,0 το.οο
	( = ( = )					7						
13	TEMPORARY FIRE HYDRANT					0.0	0.0	3.00	0.00		\$7,131.00	\$21,393.00
	(PLAN QUANTITY CALLS OUT FOR 2EA,	BUT THE	PLANS	SHOW	V 3EA)							1
14	SANITARY CLEANOUT					0.0	0.0	1.00	0.00		\$2,086.00	\$2,086.00
												407.000.00
15	MANHOLE, TYPE SW-301, 48 IN. DIA.		DI 4110	011014	V 05 4)	0.0	0.0	6.00	0.00		\$6,178.00	\$37,068.00
	(PLAN QUANTITY CALLS OUT FOR 7EA,	BUT THE	PLANS	SHOW	V 6EA)							
16	REMOVE & REPLACE 42 SY OF 5" SHAR	ED HEE	DATH	-		0.0	0.0	1.00	0.00		\$7.126.50	\$7.126.50
10	(NOT SHOWN ON QUANTITIY SCHEDULE			UT ON	I DI ANS)	0.0	0.0	1.00	0.00		\$7,120.30	φ1,120.50
	(NOT SHOWN ON QUANTITY SCHEBOLD	_ DO 1 O/	CLLLD O	701 011	(T DANO)							
17	TRAFFIC CONTROL					0.0	0.0	1.00	0.00		\$0.00	\$0.00
	(NOT SHOWN ON QUANTITIY SCHEDULE	E BUT CA	LLED O	UT ON	SHEET 12	2/12)						
40	MODULTATION						2.0	4.00	0.00		***	<b>#0.00</b>
18	MOBILIZATION	-				0.0	0.0	1.00	0.00		\$0.00	\$0.00
		-									BID TOTAL	\$439,408.57
	ALL PRICING INCLUDES 4 YEAR MAINTE	NANCE	SONDS	DED TI	HE CITY O	EANKENN	PEOLIBE	MENTS			BID TOTAL	\$455,400.57
	ALL PRICING INCLUDES 4 TEAR MAINTE	NANCE	JONDS	FER II	TIL CITT O	ANKLINI	REGUIRE	VILIVIS				
	DUE TO CURRENT GLOBAL SUPPLY CHA	AIN ISSU	ES, PVC	CAND	HDPE PIPE	PRICING	IS SUBJEC	CT				
	TO CHANGE BASED ON THE CURRENT I	PRICE AT	THE TI	IME OF	SHIPMEN	T, AND A	/AILABILIT	IS NOT	GUARAN'	TEED.		
	SANDSTONE MANAGEMENT LTD. ALSO											
	PRICING BASED ON MATERIAL PRICING	AT TIME	OF SHI	IPMEN	T.							
	EXCLUDED FROM BID PRICE:											
	IMPORT OF TOPSOIL OR BLACK DIRT											
	HAND EXCAVATION	00 10										
	FINISH GRADING (OUR TOLERANCE IS +		)									
	HANDLING OF CONTAMINATED MATERIA											
	OVER-EXCAVATION (UNLESS NOTED AS SOIL STABILIZATION (FLY-ASH OR LIME		AENT I	INII EC	C NOTED	NBOVE )						
	HANDLING OF ANY OTHER CONTRACTO			DIALES.	SNOTEDA	ABOVE)						
	EXCAVATION OR BACKFILL OF RETAINII											
2	ENGRAPHION OR BROKFILL OF RETAININ	NO VVALL	.0									
	REMOVAL OF BURIED CONCRETE OR TI	RASH										

11	FOOTING WORK (INCLUDING EXCAVATION, HAN	DLING SPO	ILS, BACKFII	LL OR DRAINS)					
12	SAW CUTTING OF PAVEMENTS (UNLESS NOTED	ABOVE)							
13	WORK ON ELECTRIC OR GAS LINES								
14	WORK ON PHONE OR FIBER OPTIC LINES								
15	PROPOSED CONCRETE WORK (INCLUDING BOX	OUT PAVING	G AROUND I	NTAKES)		1			
16	SODDING, SEEDING, OR MOWING								
17	NPDES								
18	EROSION CONTROL								
19	DE-WATERING								
20	WORK IN FROZEN GROUND OR WHEN TEMP IS E	BELOW 15 E	EGREES						
21	SHEETING OR SHORING								
22	REPAIR TO ANY WORK DAMAGED BY OTHERS								
23	BONDS (UNLESS NOTED ABOVE)								
24	SYSTEM DEVELOPMENT FEES								
25	AS-BUILT DRAWINGS								
26	SURVEY OR STAKING					c			
27	PERMITS OF ANY TYPE								
28	GEOTECHNICAL / SOIL TESTING								
29	ANY UTILITY WORK WITHIN 5' OF BUILDING LIMIT	rs							
	NOTES:								
1	THIS PROPOSAL MAY BE WITHDRAWN WITHIN 3	DAYS IF N	IOT ACCEC	PTED					
2	ALL BID ITEMS ARE TIED UNLESS APPROVED BY SANDSTONE MANAGEMENT LTD.								

#### PERFORMANCE BOND

# 

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounded principal shall indemnify the owner(s) from and against any and all loss or damage directly arising by reason of the failure of the principal to perform faithfully said contract, as well as against any and all direct loss which the owner(s) may sustain by reason of any mechanic's lien or liens that may be finally established against said improvements and the ground upon which constructed, for work done and/or materials furnished in and about the performance of said contract, then this obligation shall be void, otherwise of full force and effect.

This bond is executed and accepted upon the following express conditions precedent:

- 1. It is understood by the principal and surety that this bond is being furnished to the City of Ankeny in order to ensure the completion of the improvements stated hereinbefore; it is therefore understood that any defenses that the principal and surety may assert against North Ankeny Boulevard LLC \_\_\_\_\_, in any action which might be brought against the principal or surety by the City of Ankeny for failing to complete the improvements as required, shall not be deemed to bar the City of Ankeny's right to recovery hereunder.
- That if the principal shall abandon said contract or be lawfully compelled by reason of a default to cease operations there under, the surety shall have the right at its option to complete said contract or to sublet the completion thereof.

3. That the owner(s) shall notify the surety by registered letter, addressed and mailed to its home office, of any breach of said contract within a reasonable time after such breach shall have come to the knowledge of the owner, architect or engineer.

### WITNESS THEREOF:

Sandstone	Management L	td.

principal

y Bel Illest, owner

Merchants National Bonding, Inc.

surety

Dione R Young, Attorney-in-Fact

City of Ankeny

by Dougla Claule

North Ankeny Boulevard LLC

OWNER

by

Bond Number: 100053933

#### CONTRACTOR'S MAINTENANCE BOND

#### KNOW ALL PERSONS BY THESE PRESENTS:

That Sandstone Management Ltd.	of		as	principal	and	
Merchants National Bonding, Inc.	of	Des Moines, IA	as	surety	are h	eld
and firmly bound unto the City of Ankeny, lo	wa,	for a period of 4 years	fro	m the	date	of
acceptance of hereinafter described impro	ver	ments and to all_persons who m	ay_l	pe injure	ed by a	ny_
acceptance of hereinafter described impro breach of any of the conditions of this bond	in t	he penal sum of Four Hundred Thirty-n	ine I	housand F	our Hund	red Eight &
DOLLARS (\$439,408.57	),	lawful money of the United State	s of	f Americ	a, for t	the
payment of which, well and truly to be made	de,	we bind ourselves, our heirs, lega	al re	present	atives a	nd
assigns, jointly and severally, firmly by these	pr	esents.				
The conditions of the above obligations are			al ha	as rende	red to	the
City of Ankeny a certain contract dated the _			., –	0_23	wher	475
said principal or his subcontractors under	tak	es and agrees to furnish all the	m	aterials	and lal	oor
necessary for the construction of:						

and to faithfully perform all the terms and requirements of said contract within the time therein specified, in a good and workmanlike manner, and in accordance with the plans and specifications attached to said contract and made a part thereof. Said contract, plans and specifications are also hereby made part of this bond.

It is expressly understood and agreed by the principal and surety in this bond that the following provisions are a part of this bond and are binding upon said principal and surety, to-wit:

- 1. "That principal and sureties on this bond hereby agree to pay all persons, firms or corporations having contracts directly with the principal or with subcontractors, all just claims due them for labor performed or materials furnished, in the performance of the contract on account of which this bond is given, but the principal and sureties shall not be liable to said person, firms or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law."
- "Every surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent with notice:
  - (A) To any extension of time to the contractor in which to perform the contract.
  - (B) To any change in the plans, specifications or contract, when such change does not involve an increase of more than twenty percent of the total contract price, and shall then be released only as to such excess increase.
  - (C) That no provision of this bond or of any contract shall be valid which limits to less than one (1) year from the time of acceptance of the work the right to sue on this bond for defects in workmanship or material not discovered or known to the obligee at the time such work was accepted."

NOW THEREFORE, the condition of this obligation is such that if said principal does and shall, at his own cost and expense, faithfully perform the contract on his part, and strictly comply with the City's plans and specifications and make all repairs necessitated by defects in workmanship and material for the aforementioned period of time, from the date of acceptance of said improvements by the City, and satisfy all claims and demands incurred for same, and fully indemnify and save harmless the City of Ankeny from all costs and damages which may incur in making good any such default by reason of defects in material or workmanship, and shall pay all people who have contract directly with the principal, or subcontractors for labor or materials, and principal and surety shall in all other respects keep and perform all of the terms and conditions of said contract to be kept and performed by said principal, then this obligation shall be null and void; otherwise, it shall remain in full force and effect as provided by law.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder.

WITNESS our hands, signed and sealed this	15th	day of	May	,
2023				

Sandstone Management Ltd.

principal

Merchants National Bonding, Inc.

surety

Dione R Young, Attorney-in-Fact

Approved as to form:

City of Ankeny, Iowa

City Engineer



Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Anne Crowner; 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; James A Holter; Jay D Freiermuth; Jennifer Marino; Jessica Jean Rini; Jessica Allen; Joe Tiernan; John Cord; Kate Zanders; Mark R DeWitt; Mark Sweigart; Michelle R Gruis; Sara Huston; Sarah C Brown; Seth D Rooker; Stacy Venn; Tim McCulloh; Todd Bengford; W R Withrow

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 aut hority 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 24th day of January , 2023 .

S CORPORT OF SUNG COMPONING COMPONIN

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

d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

Ву

STATE OF IOWA COUNTY OF DALLAS ss.

On this 24th day of J anuary 2023, 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.



Kim Lee Commission Number 702737 My Commission Expires April 14, 2024

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

Kym dele Notary Public

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 15th day of

May

2023.



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/15/2023

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 PRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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

COVERACES	CEDTIFICATE MILIMPED, COTE0127		DEVICION NU	MDED.	
Carlisle , IA 50047-0547		INSURER F:			
		INSURER E :			
P.O. Box 547		INSURER D :	UNION INS CO		25844
Sandstone Management Ltd		INSURER C:	UNITED STATES LIAB INS CO		25895
INSURED		INSURER B:	CONTINENTAL WESTERN INS CO		10804
Des Moines, IA 50306-9207		INSURER A:	FIREMENS INS CO OF WASHINGT	ON DC	21784
			INSURER(S) AFFORDING COVERAGE		NAIC#
PO Box 9207		E-MAIL ADDRESS:	ncollins@holmesmurphy.com		
Holmes Murphy & Associates -	WDM	PHONE (A/C, No, Ext)	):	FAX (A/C, No):	
PRODUCER	1-800-247-7756	CONTACT NAME:	Nate Collins		
ocitinoate notaer in nea or saen e	nuoraement(a).				

#### CERTIFICATE NUMBER: 6875813

#### 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 S	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	3
A	GE	COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR  VL AGGREGATE LIMIT APPLIES PER: POLICY X PRO- X LOC		CPA3236435	02/01/23	02/01/24	DAMAGE TO RENTED PREMISES (Ea occurrence)  MED EXP (Any one person)  PERSONAL & ADV INJURY  GENERAL AGGREGATE	\$ 1,000,000 \$ 300,000 \$ 10,000 \$ 1,000,000 \$ 2,000,000 \$ 2,000,000
	X	OTHER:  TOMOBILE LIABILITY  ANY AUTO ALL OWNED AUTOS AUTOS HIRED AUTOS AUTOS AUTOS AUTOS AUTOS AUTOS AUTOS		CPA3236435	02/01/23	02/01/24	BODILY INJURY (Per person)	\$ 1,000,000 \$ \$ \$ \$
A	х	UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$		CPA3236435	02/01/23	02/01/24	E TOTT O GOOT INTELLED	\$ 5,000,000 \$ 5,000,000 \$
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE		N/A	WCA3236423	02/01/23	02/01/24	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000 \$ 1,000,000 \$ 1,000,000
C	Emp	ployment Practices		EPL1550893J	02/01/23	02/01/24	Each Claim	250,000
A	Co	ntractor Equip		CPA3236435	02/01/23	02/01/24	Limit	8,134,280
A	Lea	ased and Rented		CPA3236435	02/01/23	02/01/24	Limit	75,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Project - 36th Street Centre Plat 1

City of Ankeny is listed as an additional insured on GL as required by written contract, per policy terms & conditions.

CERTIFICATE HOLDER	CANCELLATION
City of Ankeny	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
1210 NW Prairie Ridge Dr	AUTHORIZED REPRESENTATIVE
Ankeny, IA 50023	J.b.P. Det

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